City of Fremont, Nebraska, is inviting you to a Zoom webinar.
When: Apr 21, 2020 07:00 PM Central Time (US and Canada)

Topic: April 21, 2020 City Council Meeting, Community Development Agency, Board of Equalization 7:00 PM; Continued from April 14, 2020

ZOOM Meeting Information

View Video Tutorials:
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Please click the link below to join the webinar:

https://zoom.us/j/93185627895

Webinar ID: 931 8562 7895

International numbers available: https://zoom.us/u/ac3jsnwxkH

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Telephone:

Dial(for higher quality, dial a number based on your current location):

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+1 301 715 8592
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You will be connected to the meeting

If making a comment during a public hearing or comment period please **press * 9 to electronically raise your hand** allowing the Mayor to call on you.

Once called upon you will be notified that you are unmuted, or **press * 6 to unmute your phone; press * 6** again to mute when finished speaking, or wait to me muted by the host.

Please submit any documents to be received into the record to the City Clerk by 4:30 PM Monday April 20, 2020.

BOARD OF EQUALIZATION, COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING APRIL 21, 2020 - 7:00 PM - CONTINUED FROM APRIL 14, 2020
City Council Chambers 400 East Military, Fremont NE

BOARD OF EQUALIZATION AGENDA

7:00 PM

MEETING CALLED TO ORDER

ROLL CALL

1. Public Hearing and consider schedule of assessments levying a special tax and assessments for Sanitary Sewer District No. SD-704-18

2. Resolution 2020-082 levying a special tax and assessment in the amount of against Lot 10, Block 9, Blairs to the City of Fremont, to pay the costs of weed and debris removal and assessment

ADJOURNMENT

COMMUNITY DEVELOPMENT AGENCY AGENDA

7:00 PM Following the preceding Meeting

MEETING CALLED TO ORDER

ROLL CALL

PUBLIC HEARING

1. Resolution 2020-004 Redevelopment Agreement for the Wholestone Farms redevelopment project on property generally located at generally located at E. Cloverly Rd. and S. Platte Ave, Dodge County, NE

ADJOURNMENT

CITY COUNCIL REGULAR MEETING AGENDA

7:00 PM – Following the preceding Meeting

MEETING CALLED TO ORDER

ROLL CALL

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)

1. Motion to adopt current agenda for April 14, 2020 Regular Meeting

BUSINESS FROM PREVIOUS MEETING:

2. Resolution 2020-062 accepting and authorizing the execution of consultant agreement with Northeast Nebraska Economic Development District (NENEDD) for the construction management of Community Development Block Grant 19-EM-002

3. Resolution 2020-070 to authorize and approve the Agreement with Civil Solutions, LLC. for professional consulting services in construction engineering and administration for the Bell Street Asphalt Overlay Project

4. Council Member Yerger item - motion to approve reconsideration of the COVID-19 Compensation Plan

5. Council Member Yerger item - receive and discuss the committed report and opinion from the City Attorney on the COVID-19 Salary Policy Compensation Plan's "conditioned" amendment for the handling of part-time employees and retroactive implementation

6. Council Member Jacobus Item - Receive the March 31, 2020 committed report from the City Attorney, and the legal opinion obtained from the Nebraska Attorney General, regarding the use of ZOOM meetings and NE legislative law governing public access and participation, and whether ZOOM meeting provisions were intended to override the conduct of City Council meetings in compliance with a city policies, codes or ordinances requirements Possible action(s) may be taken

PUBLIC HEARINGS:

7. Resolution 2020-055 to approve the Country Club Estates 6th Addition Final Plat generally located at the extension of Jones and Armour Drives

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

8. Motion to approve April 1, 2020 through April 14, 2020 claims and authorize checks to be drawn on the proper accounts

9. Motion to receive Report of the Treasury

10. Dispense with and approve March 31, 2020 Community Development Agency and City Council Meeting Minutes, and April 14, 2020 Board of Equalization, Community Development Agency and City Council Meeting Minutes.

11. Motion to allow use of John C. Fremont Park on Thursdays in June, 2020 from 6:30 pm – 9:30 pm for Concerts in the Park

12. Motion to authorize Mayor to sign Deed of Reconveyance completing CDBG Loan payments(s): 130 Jefferson Road

13. Motion to authorize Mayor to sign Deed of Reconveyance completing CDBG Loan payments(s): 2125 N Clarkson

14. Motion to authorize Mayor to sign Deed of Reconveyance completing CDBG Loan payments(s): 348 E 20th

15. Resolution 2020-073 authorizing a change order to Dostal Construction Company, Inc. for LED lighting enhancement to the splash pad in John C. Fremont Park

16. Motion to approve Masonic Home Agreement for Police Department housing related to COVID-19

17. Resolution 2020-074 authorizing execution of the Utility Agreement with the Nebraska Department of Transportation for Water and Electrical Relocations for the Fremont Southeast Bypass

18. Resolution 2020-075 authorizing the renewal of software support with GeoComm, Inc

19. Resolution 2020-076 amending the Master Fee Schedule to update description - New Residential Underground Electric Service Connection Fee

20. Resolution 2020-077 authorizing the Mayor to execute an agreement with Big River Trucking for Biosolids hauling

21. Consider the recommendation of the Mayor to re-appoint three members to terms on the Planning Commission ending April 30, 2023

22. Motion with regard to concrete/excavate license application, BKS Cable

UNFINISHED BUSINESS: Requires individual associated action

23. Ordinance 5531 for a text change to section 11-502.02; 11-504.02 D; and 11-920 “C Terms” of the UDC to define cemetery, permit it as a limited use in R, SR, AR and UR districts and to stipulate conditions under which it is allowed (second reading)

24. Ordinance 5518 repealing and replacing Chapter 3, Article 7 Section 3-701 of the Fremont Municipal Code titled Municipal Library; operation and funding (final reading)

25. Ordinance 5529 to change zoning from R, Rural to SR, Suburban Residential on property generally located between Ridge Road and Country Club Estates (final reading)

NEW BUSINESS: Requires individual associated action

26. Resolution 2020-078 Redevelopment Agreement for the Wholestone Farms redevelopment project on property generally located at generally located at E. Cloverly Rd. and S. Platte Ave, Dodge County, NE

27. Resolution 2020-079 for schedule of assessments levying a special tax and assessments for Sanitary Sewer District No. SD-704-18

28. Motion to Approve Country Club Estates 6th Addition Subdivision Agreement

29. Resolution 2020-083 regarding architectural contract for the design of the Joint Law Enforcement Center

30. Resolution 2020-080 to declare the City's intent to reimburse expenses from bond proceeds

31. Resolution 2020-081 accepting and awarding the bid to Yong Construction, Inc. for the construction of the Luther Road South project

32. Council Members Jensen, McClain & Legband item - Ordinance 5530 to amend section 2-108 of the Fremont Municipal Code to include a rule limiting the time for discussion and debate of agenda items

ADJOURNMENT

Agenda posted at the Municipal Building on April 8, 2020 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on April 8, 2020. This meeting is preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, is displayed in the Municipal Building and is open to the public 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.

§2-109 Audience / Participant; Rules of Conduct.

The following rules are established for audience members and participants at a Council meeting:

1. At the discretion of the presiding officer, any person may address the Council, on any agenda item; however, questions to City officials or staff, other speakers, or members of the audience are not permitted and will not be answered.
2. Any person wishing to address the Council shall first state their name and address
3. Remarks shall be limited to five minutes unless extended or limited by the Presiding Officer or majority vote of the Council.
4. No person will be permitted to address the Council more than once during discussion of a particular agenda item. Rebuttal comments are not permitted.
5. Repetitive or cumulative remarks may be limited or excluded by the Presiding Officer or majority vote of the Council.
6. Profanity or raised voice is not permitted.
7. Applause, booing, or other indications of support or displeasure with a speaker are not permitted.
8. Any person violating these rules may be removed from the Council Chambers.

The following additional rules are established and applicable for public participants at an Open Public Comment Period or Study Session meeting:

9. At the direction of the presiding officer, Open Public Comment Period Speaker Topics will be limited to those not covered by a published agenda for any Study Session, or any regular City Council meeting.
10. A priority to speak at Open Public Comment Periods and Study Session shall be given to those speakers who reside within the City limits, or within the ETJ (Extra-Territorial Jurisdiction – a two (2) mile radius of the City limits) of Fremont, and then, as time allows, to those who do not.
11. Member of the public wishing to speak at a Study Session will be required to limit their comments to those that are directly related to the Publicly Noticed Study Session agenda topic(s).
12. Written letters addressed to the City Council will be accepted, as will comment cards that will be made available and collected from those who attend Open Public Comment Period and Study Session meetings who do not wish to speak publicly, but have an issue or concern that they believe the Council should be made aware of.

STAFF REPORT

TO: BOARD OF EQUALIZATION

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

DATE: April 14, 2020

SUBJECT: Sanitary Sewer District No. SD-704-18, Tentative Schedule of Assessments

Recommendation:	1. Motion to Open Hearing 2. Conduct Hearing 3. Motion to Close Hearing

Background: Consider Schedule of Assessments levying a special tax and assessments for Sanitary Sewer District No. SD-704-18 (alley from 18th Street to 19th Street between Broad Street and Park Avenue, Fremont, Dodge County, Nebraska).

Proposed assessments are for the purpose of constructing said improvement and compromises the construction of the alley pavement.

No action taken by the City Council while sitting as the Board of Equalization. The Board is to listen to and consider any protests or comments that may be provided by the public.

The levy of assessments is made by resolution during the regular Council Meeting.

Proposed assessments are limited to the cost of improvements for and soft costs.

Assessable Costs	$65,953.69
Soft Costs	$ 7,817.87
Total Assessable Cost	$73,771.56

COMPLETE COST

Alley Sanitary Sewer District No. SD-704-18
18th to 19th between Broad Street and Park Avenue

To the Honorable Mayor and City Council
Fremont, Nebraska

Following is a Complete Cost to the property benefited according to benefits of the cost of the sanitary sewer service to beyond the existing system by the constructing of sanitary sewer mains. This consisted of an 8-in diameter sanitary sewer together with all necessary appurtenances in the alley in Block 25 from 18th to 19th between Broad Street and Park Ave.

PROPERTY COST

Item No.	Description	Units	QTY	Unit Price	Assessable Cost
1	Mobilization	LS	1	$ 275.00	$ 275.00
2	Barricading & Traffic Control	LS	1	$ 133.00	$ 133.00
3	Remove Pavement	SY	347	$ 11.25	$ 3,903.75
4	Remove Sidewalk	SF	77	$ 1.25	$ 96.25
5	Remove Existing 6" VCP Sewer	LF	242	$ 6.00	$ 1,452.00
6	Class B Gravel Bedding	LF	242	$ 2.80	$ 677.60
7	Build Standard Manhole	EA	2	$ 7,543.20	$ 15,086.40
8	Build 8" SDR 26 PVC Sewer	LF	242	$ 59.83	$ 14,478.86
9	Build Service WYE*	EA	8	$ 511.31	$ 4,090.48
10	Reconnect Existing Service	EA	6	$ 316.66	$ 1,899.96
11	Saw Cut	LF	307	$ 2.15	$ 660.05
12	Crushed Rock Surfacing 12"	TN	160	$ 18.00	$ 2,880.00
13	Build 8" P.C. Concrete Pavement	SY	40	$ 56.70	$ 2,268.00
14	Build 7" P.C. Concrete Pavement	SY	324	$ 49.61	$ 16,073.64
15	Build 6" P.C. Concrete Sidewalk	SF	91	$ 3.55	$ 323.05
16	Cleanup and Erosion Control	LS	1	$ 1,655.65	$ 1,655.65

TOTAL PROPERTY COST **$ 65,953.69**

Respectfully,

David Goedeken, P.E.
Director of Public Works

EXHIBIT "A"

SCHEDULE OF ASSESSMENTS

Alley Sanitary Sewer District No. SD-704-18
18th to 19th between Broad Street and Park Avenue

To The Honorable Mayor and City Council of Fremont, Nebraska

Following is a Schedule of Assessments to the property benefited according to benefits of the cost of the sanitary sewer service to beyond the existing system by the constructing of sanitary sewer mains. This consisted of an 8-in diameter sanitary sewer together with all necessary appurtenances in the alley in Block 25, Northside Addition, Fremont, Dodge County, Nebraska, extending from the centerline of 19th Street to the centerline of 18th Street. The outer boundaries of said Sanitary Sewer District shall include all lots and lands lying east line of said alley a depth of 120.00 feet and lying west of the west line of said alley depth of varying from 109.75 to 116.41 feet, excepting Lot 1, and Lot 10 including all of Lots 2 through 9.

Legal	Owner	Property Address	Assessment
Lot 6 in Block 25 of Northside Addition	Mark L & Becky L Ruwe 26281 County Road 12, Hooper, NE 68031	1812 N Broad Street	$ 9,221.44
Lot 7 in Block 25 of Northside Addition	Amanda M Currier 1816 N Broad Street, Fremont, NE 68025	1816 N Broad Street	$ 9,221.44
Lot 8 in Block 25 of Northside Addition	Stephanie L Freeman 1820 N Broad Street, Fremont, NE 68025	1820 N Broad Street	$ 9,221.44
Lot 9 in Block 25 of Northside Addition	Dan & Nancy Martinez 1842 N Broad Street, Fremont, NE 68025	1842 N Broad Street	$ 9,221.44
Lot 5 in Block 25 and TL 472 of Northside Addition	Alex & Katie Baker 1805 N Park Avenue, Fremont, NE 68025	1805 N Park Avenue	$ 9,221.44
Lot 4 in Block 25 and TL 471 of Northside Addition	Rhonda L Carlson (Anderson) 1815 N Park Avenue, Fremont, NE 68025	1815 N Park Avenue	$ 9,221.44
Lot 3 in Block 25 and TL 470 of Northside Addition	Tasha Strong & Jessica Hill, ETAL Beth L Newhill 1827 N Park Avenue, Fremont, NE 68025	1827 N Park Avenue	$ 9,221.44
Lot 2 in Block 25 and TL 469 of Northside Addition	Suezette M Rief 1839 N Park Avenue, Fremont, NE 68025	1839 N Park Avenue	$ 9,221.44
			$ 73,771.56

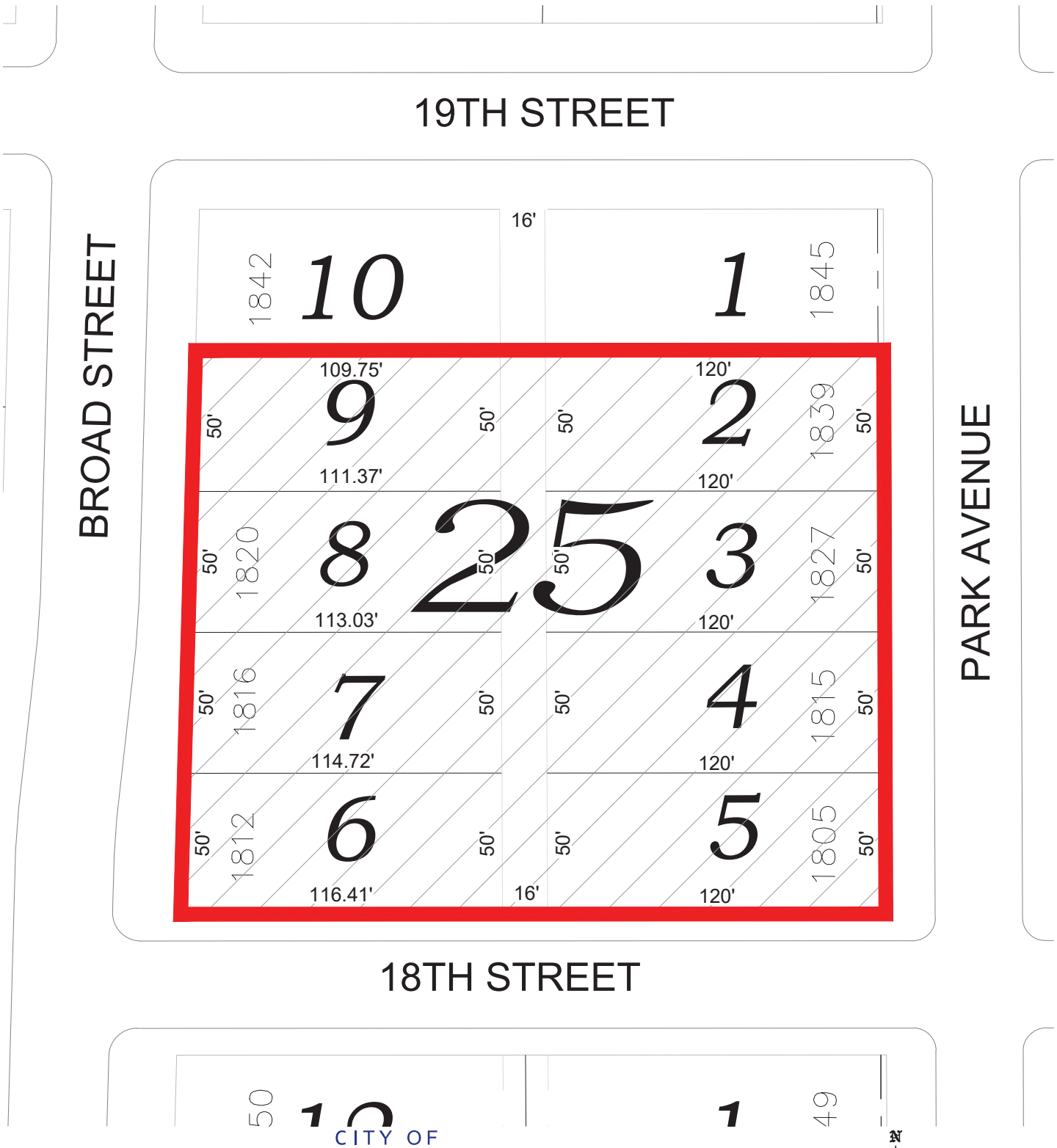
Respectfully,

David Goedeken, P.E.
Director of Public Works

SANITARY SEWER DISTRICT 704-18

NORTHSIDE ADDITION

BLOCK 25



CITY OF FREMONT
NEBRASKA PATHFINDERS
PUBLIC WORKS
ENGINEERING DEPARTMENT

0 50 100

N W E S

G:\Projects\Local Projects_2018\SD-704-18 Alley Sewer 18th to 19th between Broad & Park\Design\Preliminary\SD-704-18 Map.dwg PLOTTED: 6/8/2018 12:06 PM

ITEMIZED STATEMENT OF COST

Alley Sanitary Sewer District No. SD-704-18
18th to 19th between Broad Street and Park Avenue

To the Honorable Mayor and City Council
Fremont, Nebraska

Following is an Itemized Statement of costs of construction, engineering services, legal advertising, registration of deeds, postage and interest chargeable to Alley Sanitary Sewer District No. SD-704-18. Said Alley Sanitary Sewer District compromises the construction of sanitary mains consisting of an 8-in diameter sanitary sewer together with all necessary appurtenances in the alley in Block 25. The total cost is $73,771.56. The total cost is divided by 8 property lots in the perimeters 18th to 19th between Broad Street and Park Avenue.

Construction Costs	$	65,953.69
Engineer Service 8%	$	5,276.30
Legal Advertisement	$	155.16
Notice of Equalization (Est.)	$	105.00
Register of Deeds	$	186.00
Certified Mail	$	116.80
Interest 3%	$	1,978.61
District Total Costs	**$**	**73,771.56**

Respectfully,

David Goedeken, P.E.
Director of Public Works

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: April 14, 2020

SUBJECT: Nuisance Lien Schindler, Justin

Recommendation: Move to approve the Resolution

Background: Owner has been billed for work completed by the Street Department as ordered by the Building Department. The bill remains unpaid after two months. State Statute allows the City of file a lien against the property. Owners on record when the work was completed as follows:

Owner	Location	Amount
Schindler, Justin	Lot 10, Block 9, Blairs	$392.52

Fiscal Impact: +$392.52

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

INVOICE

December 31, 2019

Justin Schindler
1445 N Maxwell
FREMONT, NE 68025

The property at 75 S Platte Ave, Fremont, Nebraska has been cited in violation of the Fremont Muni Code Article 4 Nuisances: Abatement - to wit: Weeds & debris

This clean up was completed on December 26, 2019

CLEAN UP OF PROPERTY AT 75 S Platte Ave (Blairs Lot 10 Blk 9, 270008071)

Labor	$	164.89	
Equipment	$	170.00	
Disposal Fee	$	37.63	
	$	372.52	**total amount due**

This must be paid or payment arrangements made by March 1, 2020. If not, a lien will be filed against the property. Please make check payable to City of Fremont. If you have any questions, contact me at 402/727-2635.

Sincerely,
CITY OF FREMONT

Tyler Ficken, City Clerk

INVOICE

CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT, NE 68025

(402) 727-2633

TO: JUSTIN SCHINDLER 270008071
1445 N MAXWELL AVE
FREMONT, NE 68025

INVOICE NO: 14602
DATE: 12/31/19

CUSTOMER NO: 1351/1351 TYPE: DB - DEBRIS/WEED CLEANUP

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	BLAIRS LOT 10 BLK 9 75 S PLATTE 270008071	372.52	372.52

TOTAL DUE: $372.52

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 12/31/19 DUE DATE: 3/02/20 NAME: SCHINDLER 270008071, JUSTIN
CUSTOMER NO: 1351/1351 TYPE: DB - DEBRIS/WEED CLEANUP

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT NE 68025

INVOICE NO: 14602
TERMS: NET 60 DAYS AMOUNT: $372.52

7017 1450 0001 3398 3154

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FREMONT NE 68025 JAN - 3 2020 USPS

Sent To Justin Schindler

Street and Apt. No., or PO Box No. 1445 N. Maxwell

City, State, ZIP+4® Fremont, NE 68025

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

STAFF REPORT

To: Community Redevelopment Agency

From: Jennifer Dam, Planning Director

Date: April 14, 2020

Subject: Approval of Redevelopment Agreement with WholeStone Farms

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Recommendation: Approval of the Redevelopment Agreement for the WholeStone Farms Project

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Background:

This matter involves the approval of a Redevelopment Agreement proposed for execution by the the City of Fremont ("CDA") and WholeStone Farms II, LLC

The CDA and the City Council of the City of Fremont approved an amendment to the South Fremont Redevelopment Plan to expand the redevelopment area and adopt the WholeStone Farms Redevelopment Project on March 31, 2020.

The minimum project valuation is $128,550,000, constructed over nine phases. The total TIF indebtedness authorized is $23,455,000 over the nine phases.

The agreement establishes the terms and use of TIF indebtedness.

The agreement specifies the public and private improvements that will be constructed as a result of the project.

Fiscal Impact: Cost of additional wastewater improvements and new electrical substation

REDEVELOPMENT AGREEMENT

(WHOLESTONE FARMS REDEVELOPMENT PROJECT)

This Redevelopment Agreement is made and entered into as of the ___ day of April, 2020, by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA") and WholeStone Farms II, LLC, a Nebraska limited liability company ("Redeveloper").

RECITALS

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

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

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

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

E. The proposed redevelopment project involves the renovation and rehabilitation of the existing food processing facilities on the Project Site, and construction of over 500,000 square feet of new food processing facilities, parking lots, and ancillary improvements on the Project Site and in the Redevelopment Area in a series of up to 9 phases.

F. A phased redevelopment project, including the phasing of the division of ad valorem taxes for the project, is permitted under Section 18-2147 of the Act, which expressly authorizes the division of ad valorem taxes on portions of the real property in a redevelopment project for a period not to exceed 15 years. This Project will accordingly divide the ad valorem taxes on each phase of the real property in the redevelopment project in different years, each for a period not to exceed 15 years.

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

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

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

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

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

D. "Effective Date" has the meaning set forth in Section 3.01 of this Redevelopment Agreement.

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

F. "Minimum Project Valuation" means an amount equal to One Hundred Twenty Eight Million Five Hundred Fifty Thousand and No/100 Dollars ($128,550,000.00). The allocation of the Minimum Project Valuation among each Phase of the Project is described on Exhibit "A-1" attached hereto and incorporated by this reference.

G. "Phase" means the construction of the Private Improvements and the Public Improvements on a portion of the Project Site, as more particularly described on Exhibit "A" attached hereto and incorporated by this reference. Each Phase of the Project may have a separate Effective Date for the division of ad valorem taxes, as more particularly described herein.

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

I. "Project" means the improvements to the Project Site and adjacent thereto, as well as related expansion and improvements to municipal infrastructure, including expanded capacity at the municipal wastewater treatment facility, and including the Private Improvements and Public Improvements defined herein and described on Exhibit "A". The parties acknowledge and agree that the Project shall

be completed in multiple Phases in successive years, as further described herein, and that all Phases shall collectively constitute the Redevelopment Project.

J. "Project Completion Date" has the meaning set forth in Section 4.01(a) of this Redevelopment Agreement.

K. "Project Site" means all that certain real property situated in the City, more particularly described on Exhibit "A-2".

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

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

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

O. "Redevelopment Area" means the Redevelopment Area that is referred to as the South Fremont Industrial Redevelopment Area and that is legally described in the Redevelopment Plan.

P. "Redevelopment Plan" means the Redevelopment Plan prepared by the City and dated June of 2016, and approved by the City Council of the City on July 19, 2016, as amended by that certain Amendment to the South Fremont Industrial Redevelopment Plan incorporating the Wholestone Farms Redevelopment Project approved by the City Council of the City on March 31, 2020.

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

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

Section 1.02 <u>Construction and Interpretation.</u>

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

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

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

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

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

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

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

charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

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

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

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

ARTICLE III

OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 **Capture of Tax Increment**.

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

completed and included in the assessed valuation of such Phase and such Phase is generating the Tax Increment subject to capture by the CDA (the "TIF Period").

(b) The Private Improvements will be completed in up to nine (9) Phases. Although the Redeveloper presently anticipates completion of the 9 components of the Project in 3 Phases, the Redeveloper reserves the right to complete the Project in up to 9 Phases as set forth in this Agreement. Further, the Redeveloper reserves the right to combine two or more of the Phases and change the sequence of construction of any of the Phases. In order to optimize the Tax Increment generated by the Project, each Phase may have a separate Effective Date for the division of ad valorem taxes. The Effective Date for each Phase shall be directly related to the construction and absorption of the Private Improvements. For each Phase, the Redeveloper shall notify the CDA in writing of the Effective Date for such Phase no later than July 1st in the calendar year of the Effective Date for said Phase; provided, however, that the Effective Date for the final Phase of the Project shall not be after January 1, 2026 without the approval of the CDA. The CDA shall file with the County Assessor the "Notice to Divide" on or prior to August 1st in the calendar year of the Effective Date for each Phase, which shall identify the legal description of the portion of the Project Site constituting the Phase, the Base Valuation Year for such Phase, and the year in which the tax division becomes effective (the calendar year of the Effective Date) for said Phase.

Section 3.02 **Tax Increment**.

The term Tax Increment shall mean, in accordance with Section 18-2147 of the Act, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Dodge County Board of Equalization) for that portion of the

Project Site comprising a Phase for that year prior to the year in which the Effective Date falls, and the ad valorem tax which is produced by the tax levy for the portion of the Project Site comprising said Phase after completion of construction of the Private Improvements as part of the Phase. For this Project, the anticipated Tax Increment is the difference between the projected taxes payable for the calendar year of the Effective Date of each Phase (after construction completion) and the taxes payable for the year prior to the calendar year of the Effective Date of each Phase (before commencement of construction).

The parties acknowledge and agree that ad valorem taxes in Nebraska are typically paid in arrears in the year following the year said taxes are due. Accordingly, the Tax Increment created in the fifteenth (15th) year of each Phase of the Project pursuant to Section 18-2147 of the Act and this Agreement may be paid in the sixteenth (16th) year according to customary practice in Nebraska. Said payment in arrears only affects the timing of tax payments, but does not in any way affect or limit the fifteenth (15th) year division of taxes.

Section 3.03 **Issuance of TIF Indebtedness**.

No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall be authorized to incur or issue TIF Indebtedness (the "TIF Notes") at such times as the Redeveloper requests, in a series of not more than nine (9) TIF Promissory Notes corresponding to one or more Phases of the Project, which in the aggregate shall not exceed Twenty Three Million Four Hundred Fifty Five Thousand and No/100 Dollars ($23,455,000.00), as calculated on the attached and incorporated Exhibit "B", to be issued to the Redeveloper which shall entitle the holder of the TIF Promissory Note to receive the semi-annual incremental tax

payments generated by the Project. The allocation of the TIF Indebtedness among each Phase of the Project is described on the attached and incorporated Exhibit "A-1". Each TIF Promissory Note shall include an annual interest rate not to exceed six and one-half percent (6.5%). The TIF Indebtedness shall be issued in a series of TIF Promissory Notes in the form attached hereto as Exhibit "B-1". The TIF Indebtedness shall be purchased by the Redeveloper or a lender of the Redeveloper. The TIF Indebtedness shall not be a general obligation of the CDA or the City which shall issue such TIF Promissory Notes solely as a conduit.

If the Redeveloper does not acquire and fund the acquisition of the TIF Indebtedness itself, the Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the TIF Promissory Notes for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge of assignment of the Tax Increment or otherwise secured by the Redeveloper as required by the lender. The Redeveloper acknowledges that, notwithstanding the pledge or assignment of the TIF Notes to Redeveloper's lender, if the Project does not generate sufficient Tax Increment Revenues or the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Notes in full, then the CDA shall, in all events, only be required to pay the net amount received in Tax Increment Revenues from the Project as full payment of the TIF Notes.

Section 3.04 Use of TIF Indebtedness.

The CDA will collect and use the Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the aggregate amount of the TIF Notes that the CDA agrees to service and repay with the Tax Increment shall not exceed

the amount of the Eligible Project Costs certified by Redeveloper pursuant to Section 4.02 and listed on Exhibit "C". In addition, the CDA shall retain an amount sufficient to pay: (a) its reasonable and necessary cost of issuance, including attorney fees; (b) its Administrative Fee of one percent (1%); and (c) the CDA may designate a sum up to five percent (5%) for the construction of the municipal wastewater treatment facilities, all as set forth on Exhibit "C". The Redeveloper shall pay to the CDA the Administrative Fee and the Cost of Issuance upon the issuance of each TIF Promissory Note. The Tax Increment shall be paid pursuant to the terms of the TIF Promissory Notes and/or TIF resolution issued by the CDA relating to this Project.

Section 3.05 Creation of Fund.

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

Section 3.06 Projected TIF Sources and Uses.

The TIF sources and eligible uses are attached on Exhibit "C" and incorporated by this reference. The Projected Uses of the TIF funds are eligible under the Act, and are estimates which shall be confirmed upon construction completion and be certified by the Redeveloper under Section 4.02 below.

Section 3.07 Wastewater Treatment Facility.

Pursuant to that certain Wastewater Services and Cost Share Agreement by and between the City and Wholestone Cooperative Farms, Inc., an affiliate of Redeveloper ("Wholestone Cooperative"), approved by the City Council of the City

of Fremont on March 31, 2020, the Redeveloper and/or Wholestone Cooperative shall make a contribution in aid of construction for certain improvements to the City's wastewater treatment facility, including: (a) a Five Million and No/100 Dollars ($5,000,000.00) contribution in aid of construction for new anaerobic lagoons for the wastewater treatment facility (the "Initial CIAC"), and (b) an approximately Nine Million Five Hundred Thousand and No/100 Dollars ($9,500,000.00) contribution in aid of construction for additional improvements to the wastewater treatment facility required to accommodate the Redeveloper's second shift operations, including, but not limited to, an additional anaerobic lagoon (the "Additional CIAC"). In accordance with the terms of the Wastewater Service and Cost Share Agreement, the amount of the Additional CIAC shall be established once the total cost of the improvements required to accommodate Redeveloper's second shift operations is determined. The Redeveloper and/or Wholestone Cooperative shall pay the Initial CIAC and the Additional CIAC in monthly installments or in a single payment of the full balance as set forth in the Wastewater Services and Cost Share Agreement. The TIF Indebtedness shall be used to reimburse Redeveloper for the cost of such Initial CIAC and Additional CIAC.

Section 3.08 <u>Electrical Substation</u>.

Within sixty (60) days following execution of this Agreement, the City and Redeveloper shall enter into an easement agreement pursuant to which the Redeveloper shall grant to the City an easement to access a portion of the Project Site in order to construct and operate an electrical substation. Redeveloper shall make a contribution in aid of construction to the City in the amount of Five

Million Four Hundred Thousand and No/100 Dollars ($5,400,000.00) for the new electrical substation not later than thirty (30) days following execution of the easement agreement (the "Substation CIAC"). Construction of the electrical substation shall be completed no later than December 31, 2020, provided that the City shall not be obligated to commence work or incur any such costs associated with the electrical substation until the City receives from Redeveloper the Substation CIAC. Any amounts in excess of the Substation CIAC required for construction of the electrical substation shall be paid by the City out of its own funds. The TIF Indebtedness shall be used to reimburse Redeveloper for the cost of such Substation CIAC.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit "A" and install all equipment necessary to operate the Public Improvements and the Private Improvements in up to nine (9) Phases, and will complete the final Phase of the Project no later than December 31, 2026 (the "Project Completion Date"). Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements.

Promptly after substantial completion by Redeveloper of the Public Improvements and the Private Improvements for a Phase, Redeveloper shall notify the CDA of the completion and request that the CDA issue a Certificate of Completion with respect to said Phase, the form of which is attached as Exhibit "D" and incorporated by this reference. At the Redeveloper's request and upon receipt of notice from the Redeveloper of completion of a Phase, the CDA shall issue a Certificate of Completion with respect to said Phase. Once issued by the CDA, the Certificate of Completion shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements constituting the Phase, and Redeveloper shall be entitled to record the Certificate of Completion.

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

Section 4.02 Cost Certification.

Redeveloper shall submit to the CDA a certification of Eligible Project Costs, after expenditure of such project costs to verify the uses described on Exhibit "C". Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA prior to the funding of such eligible costs. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper. Redeveloper shall be required to certify eligible costs up to the principal amount of each TIF Promissory Note issued by the CDA.

Section 4.03 No Discrimination.

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

Section 4.04 Pay Real Estate Taxes.

(a) Redeveloper intends to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation set forth in Section 1.01(F) above, no later than as of January 1 of the calendar year following the Effective Date of the final Phase of the Project. Further, Redeveloper intends to

create a taxable real property valuation of each Phase of not less than the Minimum Phase Valuation applicable to such Phase, as set forth on the attached and incorporated Exhibit "A-1", no later than as of January 1 of the calendar year following the Effective Date of such Phase. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) upon completion of each Phase, not protest a real estate property valuation of said Phase to a sum less than or equal to the Minimum Phase Valuation designated for said Phase; (2) upon completion of the final Phase of the Project, not protest a real estate property valuation of the Project and Project Site to a sum less than or equal to the Minimum Project Valuation; and (3) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) Since the Redeveloper will fund the TIF Notes for this Project, Redeveloper agrees to defer any shortfall in repayment of the TIF Indebtedness to the extent that the anticipated Tax Increment, as set forth on Exhibit "B", exceeds the actual Tax Increment. If Redeveloper is required to defer any such shortfall, the Redeveloper shall be entitled to receive reimbursement of any such shortfall to the extent TIF Revenues later become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt service payments. Any such shortfall amounts not reimbursed at the end of the TIF Period shall be forgiven. Redeveloper understands and agrees that the anticipated Tax Increment is a projection based on assumed values and tax levy rates and that the actual Tax Increment may vary substantially from the anticipated Tax Increment. Notwithstanding the foregoing, a failure by the Redeveloper to maintain the

Minimum Phase Valuation or the Minimum Project Valuation shall not relieve the CDA of its obligation to make payments on the TIF Promissory Notes to the extent of the Tax Increment actually received by the CDA. The Redeveloper acknowledges and agrees that such TIF Promissory Notes do not constitute a general obligation of the CDA or the City, and are payable solely and only out of the Tax Increment actually generated by each Phase of the Project.

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

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

Following the issuance of a Certificate of Completion for the Project or any Phase thereof, Redeveloper is permitted to convey, assign or transfer that portion of

the Project Site for which the Certificate of Completion is issued, and, at its option, to retain the TIF Promissory Note; provided, however, that Redeveloper's successor or assignee shall take title to the Project Site subject to the terms of this Agreement and the Memorandum of Redevelopment Agreement attached hereto as Exhibit "E". Redeveloper acknowledges and agrees that the TIF Promissory Note is payable solely and only out of the Tax Increment Revenue generated by the Project, and if the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Promissory Note in full, the CDA shall only pay the amount received in Tax Increment Revenues from the Project as full payment of the TIF Promissory Note. Redeveloper further acknowledges and agrees that the CDA shall not be liable to Redeveloper for the CDA's failure to enforce the terms and conditions of this Agreement against Redeveloper's successor or assignee, including, but not limited to, the terms and conditions set forth in Section 4.04 and the CDA's remedies set forth in Article VI.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

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

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness

incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within 90 days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within 90 days of Redeveloper receiving notice thereof.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

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

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

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

Section 6.02 <u>Additional Remedies of the CDA.</u>

In the event that:

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

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

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

(d) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following

written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper's lender),

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

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

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

Section 6.04 **Limitation of Liability; Indemnification.**

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

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

this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Memorandum.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CDA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CDA and the City, on the one hand, and any officer,

employee, contractor or representative of Redeveloper, on the other hand. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by the Redeveloper for three years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City's retention requirements under the Act. Supporting documents shall include, but shall not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act, and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

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

[Signature and Notary Pages to Follow]

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

ATTEST:

By:_____ By: _____
Secretary Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____ and _____, Chairman and Secretary respectively of the Community Development Agency of the City of Fremont, Nebraska, a public body corporate and politic, on behalf of the Agency.

_____
Notary Public

"REDEVELOPER"

Wholestone Farms II, LLC, a
Nebraska limited liability company

By: _____
Name: _____
Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____, Manager of Wholestone Farms II, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

_____
Notary Public

TABLE OF EXHIBITS:

Exhibit "A" – Description of Project
Exhibit "A-1" – Allocation of TIF Indebtedness and Minimum Phase Valuation
Exhibit "A-2" – Legal Description of Project Site
Exhibit "B" – TIF Indebtedness
Exhibit "B-1" – TIF Note
Exhibit "C" – Projected TIF Sources and Uses
Exhibit "D" – Certificate of Completion
Exhibit "E" – Memorandum of Redevelopment Agreement

EXHIBIT "A"

DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, defined as the real estate legally described on Exhibit "A-2", attached hereto and incorporated herein by this reference, shall consist of the following:

(a) **Private Improvements**. The private improvements to be constructed by the Redeveloper on the Project Site include construction of new food processing facilities and rehabilitation and expansion of existing food processing facilities on the Project Site, and associated improvements, which will be completed in up to nine (9) Phases. The Private Improvements to be completed in each Phase of the Project are described in greater detail below.

(b) **Public Improvements**. Installation of a force main to City Lift Station, aid to construction for city improvements at city wastewater treatment facility, construction of an electrical substation, site preparation and grading, energy efficiency enhancements, architectural and engineering fees, and other eligible public expenditures under the Act as determined in the Redevelopment Agreement; paid for, in part, by the tax increment generated by the private improvements.

The Private Improvements and the Public Improvements shall be completed in up to nine (9) Phases as follows:

Phase	**Private Improvements**
Phase 1	Construction of an approximately 14,000 square foot wastewater pre-treatment plan.
Phase 2	Construction of an approximately 110,000 square foot expansion to the pork fabrication floor, as well as renovation of the existing pork fabrication floor.
Phase 3	Construction of a new approximately 82,000 square foot cold storage facility to hold finished products prior to distribution to customers.
Phase 4	Construction of a new rendering facility.
Phase 5	Construction of a new roughly 23,000 square foot snap chilling cooler.
Phase 6	Renovation and rehabilitation of the existing equilibrium cooler.
Phase 7	Expansion of existing office facilities.
Phase 8	Construction of a new approximately 33,000 square foot livestock barn.
Phase 9	Expansion of cold storage facilities by approximately 40,000 square feet.

All Phases of the Project shall collectively constitute one Redevelopment Project. Each Phase may have a separate Effective Date for the division of ad valorem taxes. Public Improvements constructed to serve the Private Improvements as part

of any Phase shall constitute public improvements for the overall Project, and shall be reimbursable from the tax increment generated by any Phase.

Prior to August 1 in the year of the Effective Date of the first Phase, the Redeveloper shall establish a condominium regime on the Project Site pursuant to the Nebraska Condominium Act, Neb. Rev. Stat. §§ 76-825 et. seq. Each Phase of the Project shall correspond to a separate unit within the condominium regime, and each unit shall constitute a separate parcel of real estate, so that each Phase of the Project may have a separate Effective Date for the division of ad valorem taxes.

The scope and sequence of the Phases of the Project are subject to adjustment based on market forces and demand. Specifically, the Redeveloper shall be permitted to adjust the following: (i) the size of the Private Improvements constructed as a part of any Phase up to twenty (20%) of the square footage of such Private Improvements, (ii) the use of any of the Private Improvements constructed, provided that the use complies with the City's zoning regulations; (iii) the amount of the TIF indebtedness issued with respect to any Phase, provided that the TIF indebtedness issued for all Phases shall not in the aggregate exceed Twenty Three Million Four Hundred Fifty Five Thousand and No/100 Dollars ($23,455,000.00); and (iv) the sequence of the Phases. Further, the Redeveloper shall be permitted to combine one or more Phases of the Project into a single Phase with a single Effective Date. The CDA and Redeveloper acknowledge and agree that the foregoing adjustments shall constitute immaterial modifications to the Redevelopment Project, which shall not require amendment to the Redevelopment Plan nor to this Redevelopment Agreement.

Any material adjustment to the Private Improvements constructed as a part of any Phase shall be subject to approval of the CDA. In the event that the CDA approves such a modification to the Redevelopment Plan, the Redeveloper and the CDA shall enter into an Amendment to this Redevelopment Agreement identifying the adjustments to the Private Improvements to be constructed as part of each Phase.

EXHIBIT "A-1"

ALLOCATION OF TIF INDEBTEDNESS AND MINIMUM PHASE VALUATION

The Project will be completed in up to nine (9) Phases. The principal amount of the TIF Indebtedness that the CDA is authorized to issue for each Phase of the Project, as well as the Minimum Phase Valuation required to support the TIF Indebtedness issued for such Phase, are as follows:

Phase	**TIF Indebtedness Authorized**	**Minimum Phase Valuation**
Phase 1	$1,747,000	$9,572,000
Phase 2	$9,747,000	$53,421,000
Phase 3	$3,373,000	$18,488,000
Phase 4	$1,627,000	$8,917,000
Phase 5	$3,338,000	$18,293,000
Phase 6	$1,171,000	$6,416,000
Phase 7	$414,000	$2,271,000
Phase 8	$749,000	$4,107,000
Phase 9	$1,289,000	$7,065,000
Total:	**$23,455,000**	**$128,550,000**

EXHIBIT "A-2"

PROJECT SITE

Parcel 1

LOTS 1 THRU 8, INCLUSIVE, BLOCK 5, ROAD-RAIL SUBDIVISION IN DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY ROAD ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, T17N, R8E OF THE 6TH P.M ., DODGE COUNTY; THENCE N89°57'18"W (ASSUMED BEARING) 48.00 FEET ON THE SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°09'43"E 33.00 FEET ON A LINE 48.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 TO THE SE CORNER OF SAID LOT 8 AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 537.00 FEET ON THE EAST LINES OF SAID LOTS 8 AND 1; THENCE N19°40'50"W 94.27 FEET ON THE EAST LINE OF SAID LOT 1 TO THE NE CORNER THEREOF; THENCE N89°52'04"W 1211.05 FEET ON THE NORTH LINES OF SAID LOTS 1, 2, 3 AND 4 TO THE NW CORNER OF SAID LOT 4; THENCE S00°08'48"W 627.58 FEET ON THE WEST LINES OF SAID LOTS 4 AND 5 TO THE SW CORNER OF SAID LOT 5; THENCE S89°57'18"E 96.90 FEET ON THE SOUTH LINE OF SAID LOT 5; THENCE S00°02'42"W 33.00 FEET TO THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S71°08'03"E 102.31 FEET TO THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 873.00 FEET ON THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE N84°24'02"E 162.83 FEET; THENCE N00°09'43"E 17.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 7.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE N00°09'43"E 33.00 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE S89°57'18"E 7.00 FEET ON THE SOUTH LINE OF SAID LOT 8 TO THE POINT OF BEGINNING.

CONTAINING 19.502 ACRES MORE OR LESS

Parcel 2

PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 23, TOGETHER WITH PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE N89°51'48"E (ASSUMED BEARING) 40.00 FEET ON THE SOUTH LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF PLATTE AVENUE; THENCE N00°31'55"E 860.12 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE SOUTH LINE OF FACTORY STREET; THENCE NORTHWESTERLY ON THE SOUTH LINE OF FACTORY STREET ON A 5544.75 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N49°58'07"W, CHORD DISTANCE 62.10 FEET, AN ARC DISTANCE OF 62.10 FEET; THENCE N39°26'21"E 115.75 FEET TO THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY ON A6675.80 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S47°17'10"E, CHORD DISTANCE 637.62 FEET, AN ARC DISTANCE OF 637.86 FEET; THENCE S44°31'19"E 85.35 FEET ON

THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE S44°29'49"E 808.55 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY TO THE WEST LINE OF HAMILTON STREET;

THENCE N89°52'04"W 833.22 FEET ON THE NORTH LINE OF STUDLEY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF STUDLEY ROAD AND THE EAST LINE OF PLATTE AVENUE ON A 117.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N44°51'46"W, CHORD DISTANCE 165.49 FEET, AN ARC DISTANCE OF 183.82 FEET TO A POINT 40.00 FEET EAST OF THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°08'48"E 475.49 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 AND ON THE EAST LINE OF PLATTE AVENUE TO THE POINT OF BEGINNING.

CONTAINING 27.086 ACRES MORE OR LESS.

Parcel 3

PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 23 TOGETHER WITH PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN 17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N89°45'02"W (ASSUMED BEARING) 33.00 FEET ON THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF PLATTE AVENUE; THENCE S00°08'48"W 566.94 FEET ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE NORTH LINE OF A BURLINGTON NORTHERN RAILROAD SIDE TRACK; THENCE SOUTHWESTERLY ON THE NORTH LINE OF SAID BURLINGTON NORTHERN RAILROAD SIDE TRACK ON A 504.39 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S41°48'56"W, CHORD DISTANCE 241.42 FEET, AN ARC DISTANCE OF 243.79 FEET TO THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK; THENCE N02°41'05"W 891.89 FEET ON THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK TO A POINT 142.00 FEET NORTH OF THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE S89°25'05"E 189.52 FEET ON A LINE 142.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4 TO THE WEST LINE OF PLATTE AVENUE; THENCE S00°31'55"W 142.00 FEET ON A LINE 40.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE SOUTH LINE OF SAID SW 1/4; THENCE S89°45'02"E 7.00 FEET ON THE SOUTH LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING.

CONTAINING 3.321 ACRES MORE OR LESS.

Parcel 4

TAX LOTS 4 AND 81 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY STREET ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE S89°23'45"E

(ASSUMED BEARING) 33.00 FEET ON THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE N00°09'43"E 33.00 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE NORTH LINE CLOVERLY ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 547.33 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS; THENCE S44°16'46"E 949.87 FEET ON THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS TO THE NORTH LINE OF CLOVERLY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N80°57'48"W, CHORD DISTANCE 407.15 FEET, AN ARC DISTANCE OF 408.62 FEET; THENCE N89°23'45"W 205.81 FEET ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 AND ON THE NORTH LINE OF CLOVERLY ROAD; THENCE N00°09'43"E 66.00 FEET ON THE NORTH LINE OF CLEVERLY ROAD; THENCE N89°23'45"W 57.00 FEET ON THE NORTH LINE OF CLOVER LY ROAD TO THE POINT OF BEGINNING.

CONTAINING 4.322 ACRES MORE OR LESS.

Parcel 5

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NW CORNER OF THE NW 1/4 OF SAID SECTION 25; THENCE S00°09'43"W (ASSUMED BEARING) 137.88 FEET, MORE OR LESS, ON THE WEST LINE OF SAID NW 1/4 TO THE CENTER LINE OF THE UNION PACIFIC RAILROAD; THENCE S44°16'46"E 706.80 FEET ON THE CENTER LINE OF SAID UNION PACIFIC RAILROAD; THENCE S45°43'14"W 196.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S45°43'14"W 29.38 FEET; THENCE S44°16'46"E 518.40 FEET; THENCE SOUTHEASTERLY ON A 771.11FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S41°05'56"E, CHORD DISTANCE 85.57 FEET, AN ARC DISTANCE OF 85.61 FEET; THENCE S37°55'06"E 183.90 FEET TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S67°17'24"E, CHORD DISTANCE 52.40 FEET, AN ARC DISTANCE OF 52.40 FEET; THENCE N37°55'06"W 234.21 FEET; THENCE NORTHWESTERLY ON A 776.99 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N41°05'54"W, CHORD DISTANCE 86.23 FEET, AN ARC DISTANCE OF 86.28 FEET; THENCE N44°16'46"W 490.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.527 ACRES MORE OR LESS.

Parcel 6

PART OF NW 1/4OFTHE NW 1/4OFSECTION 25, T17N, R8EOFTHE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW

1/4 OF SAID SECTION 25, TOGETHER WITH PART OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT SE CORNER OF THE SE 1/4 OF THE NE¼ OF SAID SECTION 25; THENCE S00°20'14"W (ASSUMED BEARING) 213.87 FEET ON THE EAST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE SOUTH LINE OF THE UNION PACIFIC RAILROAD; THENCE N44°16'46"W 306.95 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF CLOVERLY ROAD; THENCE CONTINUING N44°16'46"W 1964.14 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE EAST LINE OF A RAILROAD SPUR TRACK RIGHT-OF-WAY; THENCE S00°33'14"W 310.28 FEET ON THE EAST LINE OF SAID SPUR TRACK RIGHT-OF-WAY TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S51°03'54"E, CHORD DISTANCE 328.50 FEET, AN ARC DISTANCE OF 328.82 FEET; THENCE S44°16'46"E 1238.35 FEET ON THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 180.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S89°16'46"E, CHORD DISTANCE 254.56 FEET, AN ARC DISTANCE OF 282.75 FEET TO THE POINT OF BEGINNING.
CONTAINING 7.696 ACRES MORE OR LESS.

The Project Site shall include the location of municipal infrastructure and expansion and improvement of municipal wastewater treatment facilities.

EXHIBIT "B"

TIF INDEBTEDNESS

1. **Assumed Base Project Valuation (All Phases):** $11,476,000
2. **Required Assessed Value at Completion (All Phases):** $128,455,000
3. **Assumed Tax Levy:** 2.047225%
4. **Anticipated Aggregate Tax Increment (All Phases):** $23,455,000
5. **TIF Indebtedness**:

   a. **Principal Amount**. The principal amount of the TIF Indebtedness shall be the amount, together with interest accruing thereon at an annual rate not to exceed six and one-half percent (6.5%), which can be amortized by the end of the fifteen (15) year tax increment period of each Phase, solely from the Anticipated Tax Increment available, which Anticipated Tax Increment shall be allocated between Phases of the Project as set forth in Exhibit "A-1", subject to required debt service coverage, final approved interest rate, required reserve, and cost of issuance. The principal amount of the TIF Indebtedness for all Phases of the Project shall not exceed Twenty Three Million Four Hundred Fifty Five Thousand and No/100 Dollars ($23,455,000.00), without the consent of the CDA.

   b. **Payments**. Payments shall be made semi-annually with interest only until real estate taxes are fully collected for the tax year of the Effective Date of each Phase sufficient to fully amortize the TIF Indebtedness on or before the final payment of taxes in the fifteenth (15th) year of the tax increment period for such Phase.

   c. **Anticipated Maturity Date**. The maturity date shall be December 31 of the year that is fifteen (15) years after the Effective Date for each Phase of the Project.

   d. **TIF Period**. The tax increment financing period for each Phase of the Project will be fifteen (15) years, commencing on the Effective Date of each Phase of the Project.

   e. **Phasing**. The Required Assessed Value at Project Completion set forth above represents the estimated aggregate value of all Phases of the Project and the entirety of the Project Site upon completion of all of the Private Improvements. The CDA has authority to issue up to nine (9) TIF Promissory Notes corresponding to one or more Phases of the Project, at such times as requested by the Redeveloper and in such amounts as set forth on Exhibit "A-1".

EXHIBIT "B-1"

TIF NOTE
(See Attached)

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

Registered Registered

No. 1 $_____

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

COMMUNITY REDEVELOPMENT REVENUE NOTE
(WHOLESTONE FARMS REDEVELOPMENT PROJECT)
SERIES _____

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

Registered Holder	Principal Amount
Wholestone Farms II, LLC	$_____

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the Fremont City Treasurer, as Paying Agent and Registrar, from the Original Issuance Date identified above. Accrued interest for _____ (if any) shall be made in the form of interest only payments in ____ (__) installments annually due June 15, 20___ and December 15, 20___. Thereafter principal and interest shall be payable in _____ (___) equal semi-annual installments due June 15, 20___, December 15, 20___, and each June 15 and December 15 thereafter through December 15, 20___. The 20___ tax liability shall be divided when the 20___ tax payments are made in 20___. Payments on this Note will be made by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal of this Note is payable in any coin or currency

of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

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

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

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

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Fremont, Nebraska, pursuant to a

Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

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

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

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

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

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

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

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

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

ATTEST:

_____
Secretary

By: _____
Chairman

CERTIFICATE OF AUTHENTICATION

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

Fremont City Treasurer,
as Paying Agent and Registrar

By: _____
Authorized Signature

EXHIBIT "C"

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

Assumptions:	Dodge Co. Tax Levy (2019)	2.047225
	TIF period (years)	varies[1]

Property Value Assumptions:		Assessed Value	Estimated Taxes
	Pre-Project	$11,476,000	$235,000
	Completed Project	$128,550,000	$2,632,000
	Difference	$117,074,000	$2,397,000

TIF Calculations:	Annual TIF Amount	varies
	TIF Loan Amount	**$23,455,000**

2. PROJECTED TIF USES[2]

A. Admin. Fee – 1%	$234,550
B. Cost of Issuance	$10,000
C. City Improvements (Designated for Improvements to Wastewater Treatment Facility) – 5%	$1,172,750
D. Contribution in Aid of Construction for Improvements to City Wastewater Treatment Facility	$14,500,000
E. Force Main	$780,000
F. Contribution in Aid of Construction for New City Substation	$5,400,000
G. Site Preparation/Grading	$500,000
H. Energy Efficiency Enhancements	$2,000,000
I. Architectural & Engineering Fees	$750,000
Total:	**$25,347,300[3]**

[1] The Project will be completed in up to nine (9) Phases and the TIF period will vary based on the construction schedule for each Phase, provided, however, that the TIF period for each Phase shall not exceed fifteen (15) years. Likewise, the annual TIF amount generated by the Project will vary due to the phased implementation of the Project, but it is anticipated that upon completion of all Phases of the Project, the annual TIF amount will be approximately $2,397,000.

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

[3] Eligible TIF Uses are projected to be in excess of $25,347,300, but the TIF Revenue Projection is limited to $23,455,000 which is the sum generated by the projected incremental revenues based on the projected valuation of

the redevelopment project upon completion of all Phases. For purposes of the Cost Certification required by Section 4.02, Redeveloper shall be required to certify costs up to the amount of each TIF Promissory Note issued by the CDA.

EXHIBIT "D"

CERTIFICATE OF COMPLETION

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

> Unit(s) _____, Wholestone Real Estate Condominium, a condominium organized under the laws of the State of Nebraska, pursuant to the Declaration of Wholestone Real Estate Condominium recorded on _____, under Instrument _____ of the records of Dodge County, Nebraska,

("Redeveloper Property"), all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement (Wholestone Farms Redevelopment Project) by and between the Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska, and Wholestone Farms II, LLC, a Nebraska limited liability company, and its successors and assigns ("Redeveloper"), said Agreement dated as of _____, 2020 and a Memorandum of which is recorded as Instrument No._____, in the office of the Register of Deeds for Dodge County, Nebraska.

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

IN WITNESS WHEREOF, the CDA and Redeveloper have executed this instrument this _____ day of _____, 202___.

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_____
_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

_____
Notary Public

"REDEVELOPER"

WHOLESTONE FARMS II, LLC, a
Nebraska limited liability company

By: _____
Name: _____
Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 202__, by _____, Manager of Wholestone Farms II, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

_____
Notary Public

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

EXHIBIT "E"

MEMORANDUM OF REDEVELOPMENT AGREEMENT
(WHOLESTONE FARMS REDEVELOPMENT PROJECT)

This Memorandum of Redevelopment Agreement ("Memorandum") is made this _____ day of April, 2020 by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA") and Wholestone Farms II, LLC, a Nebraska limited liability company ("Redeveloper").

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

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

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

[SIGNATURE PAGES TO FOLLOW]

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_____
_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

_____
Notary Public

"REDEVELOPER"

WHOLESTONE FARMS II, LLC, a
Nebraska limited liability company

By: _____
Name: _____
Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____, Manager of Wholestone Farms II, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

_____
Notary Public

SCHEDULE 1

LEGAL DESCRIPTION

Parcel 1

LOTS 1 THRU 8, INCLUSIVE, BLOCK 5, ROAD-RAIL SUBDIVISION IN DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY ROAD ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, T17N, R8E OF THE 6TH P.M ., DODGE COUNTY; THENCE N89°57'18"W (ASSUMED BEARING) 48.00 FEET ON THE SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°09'43"E 33.00 FEET ON A LINE 48.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 TO THE SE CORNER OF SAID LOT 8 AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 537.00 FEET ON THE EAST LINES OF SAID LOTS 8 AND 1; THENCE N19°40'50"W 94.27 FEET ON THE EAST LINE OF SAID LOT 1 TO THE NE CORNER THEREOF; THENCE N89°52'04"W 1211.05 FEET ON THE NORTH LINES OF SAID LOTS 1, 2, 3 AND 4 TO THE NW CORNER OF SAID LOT 4; THENCE S00°08'48"W 627.58 FEET ON THE WEST LINES OF SAID LOTS 4 AND 5 TO THE SW CORNER OF SAID LOT 5; THENCE S89°57'18"E 96.90 FEET ON THE SOUTH LINE OF SAID LOT 5; THENCE S00°02'42"W 33.00 FEET TO THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S71°08'03"E 102.31 FEET TO THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 873.00 FEET ON THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE N84°24'02"E 162.83 FEET; THENCE N00°09'43"E 17.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 7.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE N00°09'43"E 33.00 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE S89°57'18"E 7.00 FEET ON THE SOUTH LINE OF SAID LOT 8 TO THE POINT OF BEGINNING.

CONTAINING 19.502 ACRES MORE OR LESS

Parcel 2

PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 23, TOGETHER WITH PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE N89°51'48"E (ASSUMED BEARING) 40.00 FEET ON THE SOUTH LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF PLATTE AVENUE; THENCE N00°31'55"E 860.12 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE SOUTH LINE OF FACTORY STREET; THENCE NORTHWESTERLY ON THE SOUTH LINE OF FACTORY STREET ON A 5544.75 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N49°58'07"W, CHORD DISTANCE 62.10 FEET, AN ARC DISTANCE OF 62.10 FEET; THENCE N39°26'21"E 115.75 FEET TO THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY ON A6675.80 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S47°17'10"E, CHORD DISTANCE 637.62 FEET, AN ARC DISTANCE OF 637.86 FEET; THENCE S44°31'19"E 85.35 FEET ON

THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE S44°29'49"E 808.55 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY TO THE WEST LINE OF HAMILTON STREET;

THENCE N89°52'04"W 833.22 FEET ON THE NORTH LINE OF STUDLEY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF STUDLEY ROAD AND THE EAST LINE OF PLATTE AVENUE ON A 117.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N44°51'46"W, CHORD DISTANCE 165.49 FEET, AN ARC DISTANCE OF 183.82 FEET TO A POINT 40.00 FEET EAST OF THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°08'48"E 475.49 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 AND ON THE EAST LINE OF PLATTE AVENUE TO THE POINT OF BEGINNING.

CONTAINING 27.086 ACRES MORE OR LESS.

Parcel 3

PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 23 TOGETHER WITH PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN 17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N89°45'02"W (ASSUMED BEARING) 33.00 FEET ON THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF PLATTE AVENUE; THENCE S00°08'48"W 566.94 FEET ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE NORTH LINE OF A BURLINGTON NORTHERN RAILROAD SIDE TRACK; THENCE SOUTHWESTERLY ON THE NORTH LINE OF SAID BURLINGTON NORTHERN RAILROAD SIDE TRACK ON A 504.39 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S41°48'56"W, CHORD DISTANCE 241.42 FEET, AN ARC DISTANCE OF 243.79 FEET TO THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK; THENCE N02°41'05"W 891.89 FEET ON THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK TO A POINT 142.00 FEET NORTH OF THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE S89°25'05"E 189.52 FEET ON A LINE 142.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4 TO THE WEST LINE OF PLATTE AVENUE; THENCE S00°31'55"W 142.00 FEET ON A LINE 40.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE SOUTH LINE OF SAID SW 1/4; THENCE S89°45'02"E 7.00 FEET ON THE SOUTH LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING.

CONTAINING 3.321 ACRES MORE OR LESS.

Parcel 4

TAX LOTS 4 AND 81 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY STREET ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE S89°23'45"E

(ASSUMED BEARING) 33.00 FEET ON THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE N00°09'43"E 33.00 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE NORTH LINE CLOVERLY ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 547.33 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS; THENCE S44°16'46"E 949.87 FEET ON THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS TO THE NORTH LINE OF CLOVERLY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N80°57'48"W, CHORD DISTANCE 407.15 FEET, AN ARC DISTANCE OF 408.62 FEET; THENCE N89°23'45"W 205.81 FEET ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 AND ON THE NORTH LINE OF CLOVERLY ROAD; THENCE N00°09'43"E 66.00 FEET ON THE NORTH LINE OF CLEVERLY ROAD; THENCE N89°23'45"W 57.00 FEET ON THE NORTH LINE OF CLOVER LY ROAD TO THE POINT OF BEGINNING.

CONTAINING 4.322 ACRES MORE OR LESS.

Parcel 5

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NW CORNER OF THE NW 1/4 OF SAID SECTION 25; THENCE S00°09'43"W (ASSUMED BEARING) 137.88 FEET, MORE OR LESS, ON THE WEST LINE OF SAID NW 1/4 TO THE CENTER LINE OF THE UNION PACIFIC RAILROAD; THENCE S44°16'46"E 706.80 FEET ON THE CENTER LINE OF SAID UNION PACIFIC RAILROAD; THENCE S45°43'14"W 196.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S45°43'14"W 29.38 FEET; THENCE S44°16'46"E 518.40 FEET; THENCE SOUTHEASTERLY ON A 771.11FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S41°05'56"E, CHORD DISTANCE 85.57 FEET, AN ARC DISTANCE OF 85.61 FEET; THENCE S37°55'06"E 183.90 FEET TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S67°17'24"E, CHORD DISTANCE 52.40 FEET, AN ARC DISTANCE OF 52.40 FEET; THENCE N37°55'06"W 234.21 FEET; THENCE NORTHWESTERLY ON A 776.99 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N41°05'54"W, CHORD DISTANCE 86.23 FEET, AN ARC DISTANCE OF 86.28 FEET; THENCE N44°16'46"W 490.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.527 ACRES MORE OR LESS.

Parcel 6

PART OF NW 1/4OFTHE NW 1/4OFSECTION 25, T17N, R8EOFTHE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW

1/4 OF SAID SECTION 25, TOGETHER WITH PART OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT SE CORNER OF THE SE 1/4 OF THE NE¼ OF SAID SECTION 25; THENCE S00°20'14"W (ASSUMED BEARING) 213.87 FEET ON THE EAST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE SOUTH LINE OF THE UNION PACIFIC RAILROAD; THENCE N44°16'46"W 306.95 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF CLOVERLY ROAD; THENCE CONTINUING N44°16'46"W 1964.14 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE EAST LINE OF A RAILROAD SPUR TRACK RIGHT-OF-WAY; THENCE S00°33'14"W 310.28 FEET ON THE EAST LINE OF SAID SPUR TRACK RIGHT-OF-WAY TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S51°03'54"E, CHORD DISTANCE 328.50 FEET, AN ARC DISTANCE OF 328.82 FEET; THENCE S44°16'46"E 1238.35 FEET ON THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 180.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S89°16'46"E, CHORD DISTANCE 254.56 FEET, AN ARC DISTANCE OF 282.75 FEET TO THE POINT OF BEGINNING.
CONTAINING 7.696 ACRES MORE OR LESS

f

4845-7313-0936, v. 3

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

RESOLUTION NO. 2020-004

(Redevelopment Agreement for the WholeStone Farms Redevelopment Project)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA APPROVING THE REDEVELOPMENT AGREEMENT FOR THE WHOLESTONE FARMS REDEVELOPMENT PROJECT AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING INDEBTEDNESS.

WHEREAS, the Community Development Agency of the City of Fremont, Nebraska (the "CDA"), approved and adopted the South Fremont Industrial Redevelopment Plan on July 29, 2016 and an Amendment to the Redevelopment Plan on March 31, 2020 including the Cost-Benefit Analysis (the "Redevelopment Plan") for the South Fremont Industrial Redevelopment Area in the City of Fremont, Nebraska for a project identified as the WholeStone Farms Redevelopment Project (the "Project") pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the "Act");

WHEREAS, a copy of the Redevelopment Agreement by and between the CDA and WholeStone Farms II, LLC, a Nebraska limited liability company, that will implement and govern the Project (the "Redevelopment Agreement") is attached as Attachment "A" and incorporated herein by this reference;

WHEREAS, on April 14, 2020, a meeting of the Community Development Agency was held at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved;

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

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

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

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

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Community Development Agency desires to approve the Redevelopment Agreement and to approve TIF Indebtedness to be issued in a series of one or more TIF Notes in the form attached to the Redevelopment Agreement as Exhibit "B-1", in an amount not to exceed twenty three million four hundred fifty five thousand dollars ($23,455,000) in the aggregate.

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

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

BE IT FURTHER RESOLVED, that the Community Development Agency of the City of Fremont is hereby authorized, following the lapse of thirty (30) days after the approval of the Redevelopment Agreement, issue indebtedness in an amount not to exceed twenty three million four hundred fifty five thousand dollars ($23,455,000) in the aggregate, in a series of one or more TIF Notes in the form attached to the Redevelopment Agreement as Exhibit "B-1", with such TIF Indebtedness to be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the Community Development Agency nor the City of Fremont; and

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

DATED THIS 14th DAY OF APRIL, 2020.

THE CITY OF FREMONT, NEBRASKA

By: _____
Scott Getzschman, Chairperson

ATTEST: _____
Tyler Ficken, City Clerk

ATTACHMENT "A"

Redevelopment Agreement

[See Attached]

4834-1441-3497, v. 2

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Lottie Mitchell, Grant Coordinator/Executive Assistant

DATE: April 14, 2020

SUBJECT: Consultant Agreement for Construction Management for 19-EM-002.

Recommendation: Approve Resolution 2020-062

Background: On October 28, 2019 the City of Fremont received notification from the Nebraska Department of Economic Development (DED) that $485,000 has been awarded to the City for Community Development Block Grant (CDBG) 19-EM-002. The City received notice of Release of Funds on March 3, 2020.

CDBG 19-EM-002 will provide $450,000 for repairs to the Fremont, Farmland, Railroad Levee. Other grant funded project costs include $10,000 for construction management and $25,000 for general administration. Local matching funds are not a requirement of the grant contract but will be provided due to the cost of the project.

The levee is currently undergoing an evaluation by JEO Consulting under CDBG 18-PP-005. A survey to determine property lines and easements is in the final stages. Next steps will be to procure a contractor for tree removal. Environmental reviews have determined tree removal can only be done between August 1 and September 30 due to the bald eagle, other migratory birds, and the Northern Long Eared Bat.

The City of Fremont utilizes the consultant and construction management services NENEDD provides for the Community Development Block Grants. The agreement is attached.

Fiscal Impact: The approval of the Consultant Agreement for Construction Management Agreement 19-EM-002 has no fiscal impact as the construction management in the amount of $10,000 is covered by grant funds. The estimated project budget is shown below.

Breach Repairs	$508,000
Other Repairs	$500,000
Grant Administration & Construction Mgmnt.	$35,000
Total Project Cost	**$1,043,000**
FEMA (75%)	$381,000
CDBG	$485,000
NEMA (12.5%)	$63,500
City of Fremont	$113,500
Sources of Funds	**$1,043,000**

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT
CONSULTANT AGREEMENT
FOR CONSTRUCTION MANAGEMENT

THIS AGREEMENT made and entered into by and between the City of Fremont of Nebraska, hereinafter referred to as the "Community" and the Northeast Nebraska Economic Development District, hereinafter referred to as the Consultant.

WITNESSES THAT:

WHEREAS, the Community and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (DED) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State CDBG Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the Community as part of its 2019 CDBG grant agreement with the Department, under contract number 19-EM-002, has been awarded CDBG funds for the purposes set forth herein, and WHEREAS, the Village/City/County, for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the Community's approved CDBG program, and

WHEREAS, it would be beneficial to the Community to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived there from, the parties hereto agree as follows:

1. **Services to be Provided by the Parties**
   a. The Consultant shall complete in a satisfactory and proper manner as determined by the Community the work activities described in the Scope of Work (Attachment #1 to the contract).

   b. The Community will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. **Time of Performance**
   The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be the date of the Certificate of Completion letter from DED.

3. **Consideration**
   The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the Community exceed the sum of $10,000. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the rate of $60/hour. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

Should the project scope be expanded, additional fees shall be negotiated for the additional basic services needed. The additional services shall be provided as authorized by the Community with compensation as a negotiated lump sum fee determined at the time of authorization.

It is also understood that this contract is funded in whole or in part with CDBG funds through the State of Nebraska CDBG Program as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Record Maintenance, Record Retention & Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR {200.300-345 and any such procedures that the Community or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Community for a period of ten years after the final audit of the Community's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Village/City/County shall request a longer period for retention.

The Community, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the Community shall be that of an independent Consultant rendering professional services. The consultant shall have no authority to execute contracts or to make commitments on behalf of the Community and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Community and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the Community may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Community may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Community and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;

1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.

2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.

3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Community shall pay the Consultant for work performed to the satisfaction of the Community, in accordance with the percentage of the work completed.

b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:

1) The lack of compliance with the provisions of this contract are of such scope and nature that the Community deems continuation of the contract to be substantially detrimental to the interests of the Community.

2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.

3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

then, the Community may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:

1) By the Community, with the consent of the Consultant, or by the Consultant with the consent of the Community, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.

2) If the funds allocated by the Community via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

3) In the event the Community fails to pay the Consultant promptly or within 60 days after invoices are rendered, the Community agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the Community shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

4) The Community may terminate this contract at any time giving at least 10 days' notice in writing to the Consultant. If the contract is terminated for convenience of the Community as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The Community may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the Community and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the Community.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the Community thereto; provided, however, that claims for money by the Consultant from the Community under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

10. Reports and Information

The Consultant, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Community.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance with Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract and from failure to comply with any condition or term of this contract.

14. Title VI of the Civil Rights Act of 1964

The law provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

The law provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Nebraska's CDBG Program as administered by DED and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

17. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

18. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

The law provides that no otherwise qualified individual will, solely by reason of his other handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

19. Executive Order 11246, As Amended

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors , if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin.

20. Conflict of Interest (2CFR200.318)

No officer, employee or agent of the Consultant who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

21. Audits and Inspections

The Community, DED, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the Community, DED, the State Auditor and HUD.

22. **Hold Harmless**
The Consultant agrees to indemnify and hold harmless the Community, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Community, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

23. **Governing Law**
This agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of or relating to this agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the Community and the Consultant. The attachment(s) to this agreement are identified as follows:

ATTACHMENT #1

SCOPE OF WORK AND FEES for Fremont, Nebraska consisting of 1 page.

WITNESS WHEREOF, the Community and the Consultant have executed this contract agreement as of the date and year last written below.

COMMUNITY

BY _____

TITLE _____

DATE _____

CONSULTANT

BY _____

TITLE Executive Director

DATE _____

APPROVED as to legal form:

Community Attorney

BY _____

DATE _____

ATTACHMENT 1

CONSTRUCTION MANAGEMENT SCOPE OF WORK

The duties and responsibilities of the Consultant under this scope of work include following:

1. Provide construction management services for CDBG Davis Bacon and Related Acts (DBRA) compliance
2. Activities include, but not limited to the following:
   - Securing applicable general wage determination;
   - Ensuring all applicable wage rates and labor standard provisions are included in the bid specifications and contract documents;
   - Monitoring contractor compliance, including but not limited to:
     - Verification that all project contractors and/or subcontractors are registered and active in the System for Award Management (SAM) prior to award;
     - Site visits to ensure all required federal and state informational posters are properly displayed throughout the project;
     - Payroll verifications, or the receipt and review of signed weekly payrolls submitted by all project contractors and/or subcontractors.; and
     - Completion of employee interviews under all identified wage classifications.

RESOLUTION NO. 2020-062

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NENEDD) FOR THE CONSTRUCTION MANAGEMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT 19-EM-002.

WHEREAS, the City of Fremont desires to enter into a Consultant Agreement with NENEDD for the construction management of Community Development Block Grant 19-EM-002; and

WHEREAS, the City of Fremont agrees to reimburse NENEDD a sum of not to exceed $10,000 to complete the Construction Management Scope of Work for said grant.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of Fremont, Nebraska, that the City enter into a Consultant Agreement with NENEDD for the construction management of Community Development Block Grant 19-EM-002, that the terms and conditions, as contained in the Agreement with NENEDD, are hereby approved, and that the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED THIS 14th DAY OF APRIL, 2020.

_____

Scott Getzschman, Mayor

ATTEST:

_____

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: David Goedeken, P.E., Director of Public Works/City Engineer

DATE: April 14, 2020

SUBJECT: Bell Street Asphalt Overlay Project

Recommendation:	Award Construction Management Agreement to CIVIL SOLUTIONS, LLC.

Background:

Proposals for Engineering Construction Management Service were accepted and opened for the project Bell Street Asphalt Overlay Project on March 23rd. 2020, three (3) proposals were received. The Bell Street Asphalt Overlay Project consists of a mill and 2 inch asphalt overlay, sidewalk, drainage, and utility improvements on Bell Street from Linden Avenue to 23rd Street. The project's scope of services is for Construction Management Services, and all other local, state, and federal requirements necessary for completion of the construction phase of the project in the City of Fremont, Nebraska. Civil Solutions, LLC has been selected as the engineering consultant based on timeline for design work, scope of work, hours worked and cost, and prior experience on related projects.

Fiscal Impact:

CIVIL SOLUTIONS, LLC. of Omaha, Nebraska was the best value priced proposal in the amount of $24,910.00 with the funds coming out of the Street Fund.

Civil Solutions, LLC

16439 Briar Street
Omaha, NE 68136-4154
402-895-5633

March 22, 2020

Ms. Veronica Trujillo (via email)
City of Fremont, NE
400 East Military
Fremont, NE 68025

RE: Bell Street Asphalt Overlay Project – Fremont, NE
Construction Engineering Services

Dear Ms. Trujillo,

Civil Solutions is pleased to present the attached proposal to the City of Fremont for Construction Engineering Services for the Bell Street Asphalt Overlay Project. Civil Solutions is a partnership with a combined experience of over sixty (60) years in engineering design and construction management.

Daniel E. Norman, P.E. will be the primary contact person onsite if Civil Solutions is selected for this project. Mr. Norman is scheduled to be in Fremont, NE this spring conducting construction management for the South Johnson Road Project. We feel confident that both projects can be overseen at the same time by the same engineer. In the event that critical items are being constructed at both projects at the same time, Kelly G. Thompson, P.E. will be available to assist.

We trust that our proposal meets or exceeds your expectations, and we hope to hear from you soon.

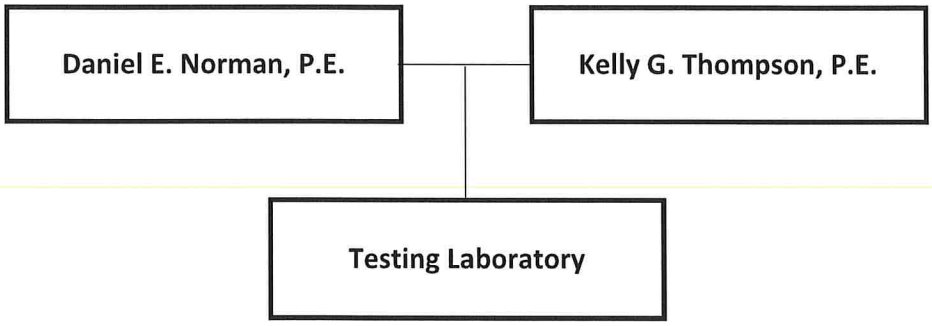
Thank you for the opportunity. We greatly appreciate it.

Sincerely,
Civil Solutions, LLC

Daniel E. Norman

Daniel E. Norman, P.E.

ORGANIZATION CHART FOR CONSTRUCTION ENGINEERING SERVICES



PROJECT UNDERSTANDING AND APPROACH

Civil Solutions has over 60 years of combined engineering/construction experience between the two managing partners. We also have another professional engineer that works with us on a part-time basis. Her experience includes 4 years of experience working in the Roadway Design Division of the Nebraska Department of Transportation.

This is an asphalt overlay project that begins at the intersection of Linden Avenue and Bell Street and extends north on Bell Street to 23rd Street. Along with the asphalt overlay, the project includes manhole and water valve box adjustments, inlet reconstruction, sidewalk ramps, replacement of approximately 16 vehicle loop detectors, and other miscellaneous work as shown on the Plans.

We understand the scope of work for this project includes, but is not limited to, the following items:

- *Conduct Preconstruction Conference and provide meeting minutes*
- *Temporary Traffic Control Assurance* ***(Extremely important due to the traffic volume on Bell Street)***
- *Conduct periodic progress meetings and provide meeting minutes*
- *Coordinate Construction Staking*
- *Coordination with Design Engineer and City Staff*
- *Construction Management (Contractor Payments, Change Orders, etc.)*
- *Construction Inspection/Oversight (Weekly Field Reports w/ photo logs)*
- *Coordinate materials sampling and testing*
- *Environmental Compliance Checks*
- *Final Completion and Punch List*
- *Project Closeout*
- *Provide Record Drawings and Project Documents (PDF)*

PROJECT APPROACH

It is very important to establish a good working relationship with the Contractor, and that begins with the Preconstruction Conference. The Contractor should leave that meeting knowing what is expected of him to complete the project, but he should also feel that the Construction Engineer is there to help him reach those objectives. The

Construction Engineer is a liaison between the Owner and the Contractor. He is not there to try and prevent the Contractor from completing his tasks.

The Contractor should also be aware that it is the Construction Engineer's responsibility to make sure all construction follows the specifications and to make sure the City of Fremont gets a good quality product when finished. The best way to do that is to make sure there are open lines of communication between the Construction Engineer, the Contractor, and the City of Fremont.

Although the Request for Proposals requires Weekly Field Reports with photo logs be submitted, Civil Solutions will provide the following:

> Field reports will be completed for every site visit and submitted to both the Contractor and the City of Fremont. This way all parties are made aware of any construction issues and any potential problems can be worked out immediately. There should be no miscommunication issues during the course of the project.

Asphalt projects typically requires somebody onsite during the asphalt overlay to collect asphalt tonnage tickets to verify actual quantities. Civil Solutions is prepared to have somebody available, if needed, to collect asphalt tonnage tickets.

Traffic control plans and verification will be completed by a professional engineer.

REPRESENTATIVE PROJECT EXPERIENCE

ASPHALT IMPROVEMENTS 2013-2020 (WASHINGTON COUNTY, NE)

> Beginning in 2013, Civil Solutions has prepared the Plans, Specifications, and Bidding Documents for the asphalt overlay projects in Washington County. From 2013 through 2015, Civil Solutions also completed the construction management. Washington County forces took over the management portion of the projects beginning in 2016.

CO. ROADS 5 & 6 DRAINAGE IMPROVEMENTS (WASHINGTON COUNTY, NE)

Project Manager/Engineer for the removal of two existing drainage structures; the construction of a new twin 9'x6' concrete box culvert and a new twin 12'x6' concrete box culvert; and construction oversight/administration.

NEBRASKA SEEDS WATER AND SANITARY SEWER EXTENSIONS (FREMONT, NE)

Project Manager/Engineer for the extension of 700 L.F. of 8" diameter water main and 620 L.F. of 8" diameter sanitary sewer. Civil Solutions also completed the construction oversight/administration for the project.

133 ESTATES WATER MAIN IMPROVEMENTS (WASHINGTON COUNTY, NE)

Project Manager/Engineer for the relocation of approximately 2,500 L.F. of water main associated with the Nebraska Highway 133 widening project. Project included gate valves, fire hydrants, and service connections. Civil Solutions also completed the construction oversight/administration for the project.

The projects listed below are for projects that Daniel E. Norman, P.E. worked on before Civil Solutions.

STREET IMPROVEMENT PROJECTS (VALLEY, NE.)

(1) Project Engineer and Construction Engineer for design and construction of street extension project involving 700 feet of residential street pavement and 700 feet of 8-inch diameter sanitary sewer. (2) Project Engineer and Construction Engineer for design and construction of twelve block 30-foot wide residential and street project involving pavement removal, design, and replacement; grading; and storm drainage.

US HIGHWAY 30/UPRR OVERPASS (MISSOURI VALLEY, IA)

Project Engineer for this project involving a 270-foot bridge and 1600 feet of PCC Highway 30 paving, grading, and utility relocations. Project was for the Iowa Department of Transportation; City of Missouri Valley, IA; and the Union Pacific Railroad. Provided Construction Engineering services for the project.

US HIGHWAY 30 DETOUR CONSTRUCTION (MISSOURI VALLEY, IA)

(1) Project Engineer and Construction Engineer for design and construction of US Highway 30 detour including 2,000 feet of new PCC pavement, asphalt overlay of existing streets, grading, and storm drainage. (2) Project Engineer for design of Huron Street Bridge Replacement involving field surveys and coordination of structural design for new 150-foot concrete slab bridge over Willow Creek.

Bell Street Asphalt Overlay Project
Fremont, NE

PROPOSED HOURS AND COSTS

TASK	ENGINEERING HOURS	HOURLY RATE	OFFICE HOURS	HOURLY RATE	TOTAL
1. Preconstruction Conference					
.1 Meeting	4	$135.00			$540.00
.2 Meeting Minutes		$135.00	2	$65.00	$130.00
Subtotal =	**4**		**0**		**$670.00**
2. Construction Engineering					
.1 Traffic Control Management	40	$135.00		$65.00	$5,400.00
.2 Site Visits and Reports	120	$135.00	20	$65.00	$17,500.00
Subtotal =	**120**		**20**		**$22,900.00**
3. Project Closeout					
.1 Final Inspection and Punchlist	6	$135.00	2	$65.00	$940.00
.2 Closeout Documents	2	$135.00	2	$65.00	$400.00
Subtotal =	**8**		**4**		**$1,340.00**
TOTALS =	**132**		**24**		**$24,910.00**

NOTES:

1. No additional fees (i.e., overhead, mileage, printing, etc.) will be charged above the hourly rates shown above. Civil Solutions, LLC includes those fees into our hourly rates.

2. Estimated construction time of six weeks. Civil Solutions will only invoice for the hours incurred. Some days will not require a site visit.

RESOLUTION NO. 2020-070

A Resolution of the City Council of the City of Fremont, Nebraska to authorize and approve the Agreement with Civil Solutions, LLC. for professional consulting services in construction engineering and administration for the Bell Street Asphalt Overlay Project.

WHEREAS, Proposals were accepted by the 23rd day of March 2020 until 5:00pm of the business day; and

WHEREAS, The City Engineer AND Public Work Director reviewed the proposals received and recommended that the agreement of Civil Solutions, LLC. be accepted for the Bell Street Asphalt Overlay Project.

NOW THEREFORE BE IT RESOLVED:
That the Mayor and City Council accept the recommendation of the Public Works Director and approve the Agreement with Civil Solutions, LLC. for construction engineering and administration services for the Bell Street Asphalt Overlay Project in the amount of $24,910.00.

PASSED AND APPROVED THIS 14th DAY OF APRIL, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Brad Yerger - Ward 4 - City Council Member

DATE: March 26, 2020

SUBJECT: Reconsideration of the COVID-19 Compensation Plan

RECOMMENDATION: **Motion to approve reconsideration** of the COVID-19 Compensation Plan

Background: At the March 24, 2020 Special Meeting of the City Council, the Council approved a COVID-19 Compensation Plan.

Per Fremont Municipal Code, Chapter 2, Section 2-108 para. (10), Motions to reconsider may only be made by a Council Member who voted with the majority, but such motion to reconsider must be made before the expiration of the third (3rd) regular meeting after the consideration of the same question.

This is the (2nd~~1st~~) regular meeting since the original vote was taken on this compensation plan and I initially voted in favor of approving the plan. However, after casting that vote I have discovered that have some unresolved questions regarding this matter and I seek the opportunity to revisit, discuss and amend the Compensation Plan's approved language.

Fiscal Impact: None

Staff Report

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: April 14, 2020

SUBJECT: Country Club Estates 6th Addition Final Plat

Recommendation: Approve Resolution 2020-055

Background:

This request for the Country Club Estates 6th Addition final plat is associated with a request for a change of zone from R, Rural to SR, Suburban Residential.

A subdivision agreement will be required at the time of approval by the City Council. The subdivision agreement will address the timing of the annexation of the property.

The Planning Commission held a public hearing on this item on February 18, 2020 and recommended conditional approval with a vote of 5-0 with one abstention.

The Country Club Estates 6th Addition preliminary plat was approved in November, 2018.

The proposed final plat is consistent with the approved preliminary plat.

The property is located in a flood plain zone A-02 meaning that the area is subject to two feet of sheet flow flooding. The base elevation of each lot needs to be shown on the plat. Elevation certificates are required at the time of building permit.

The Future Land Use map shows the area for residential development.

The Public Works Director's comments are as follows:

- My recommendation is to annex the final plat.
- The entire preliminary plat is located in the AO-2 Flood Zone. A floodplain development permit, and compliance with all federal and/or floodplain laws will be required prior to physical development of the site.
- Plans and specifications for this phase of the development have been submitted and they conform to the general layout and design of those submitted at Preliminary Plat Phase. Drainage calculations were submitted at the preliminary plat phase and are on file. A traffic study was not required for this development, as the traffic generated would not have a significant impact on the adjourning roadway system.
- A traffic study was not required for this development, as the traffic generated would not have a significant impact on the adjourning roadway system.
- Drainage calculations were submitted at the preliminary plat phase and are on file.

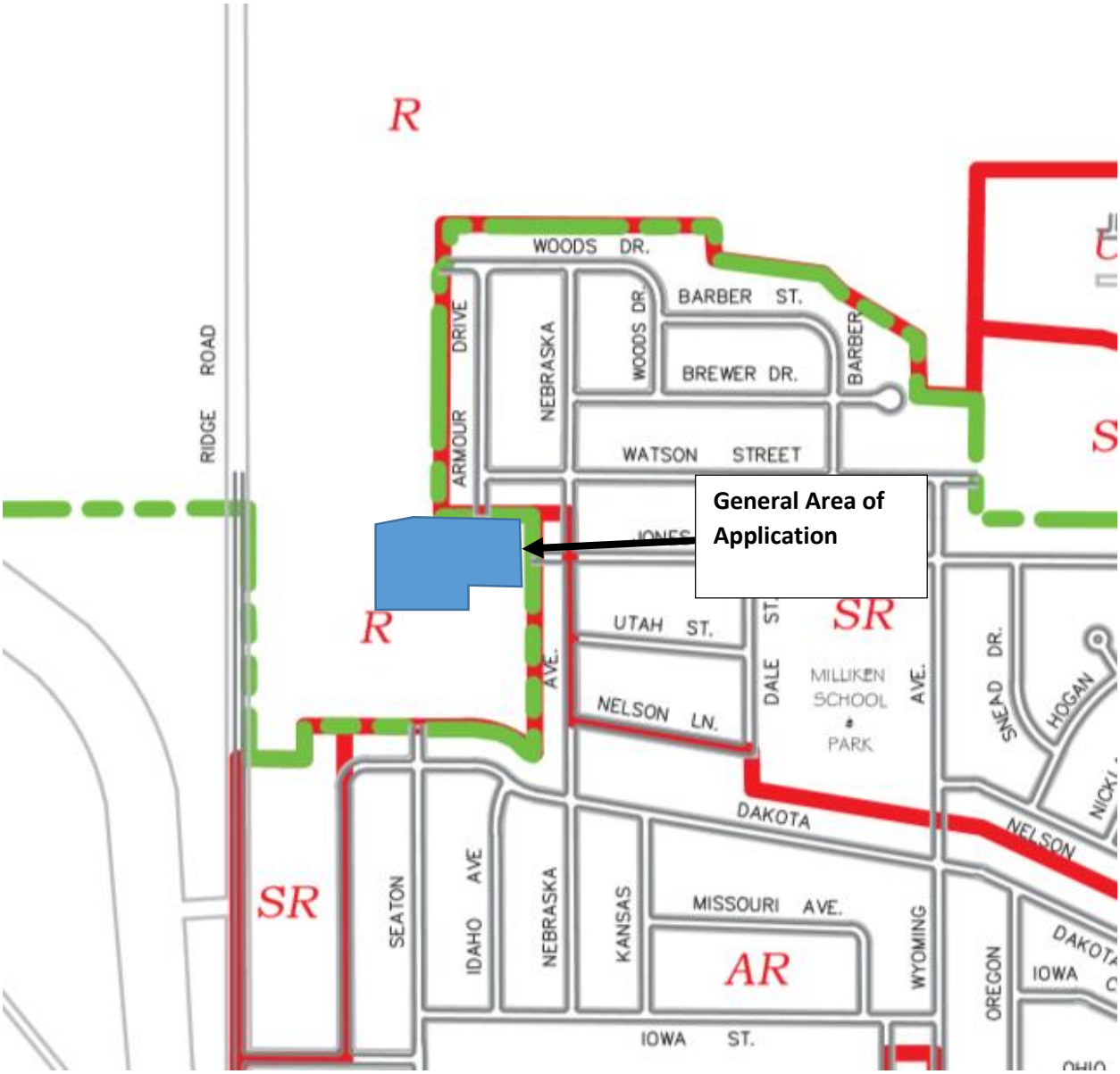
- Due to the proximity of this site to the Fremont Airport certain height restrictions may apply. (Example no cell towers) Normal heights required for building of single family residences are not likely to trigger any restrictions. By City Code all construction within 2000 feet of the runway require that height restrictions be verified.

Final Comments:

- The submittals received comply with the requirements of the UDC. The subdivision has been laid out by a Licensed Engineer and reviewed by City Staff in numerous departments. The submittal package meets the requirements of the UDC in content as related to that which is required for a preliminary plat.

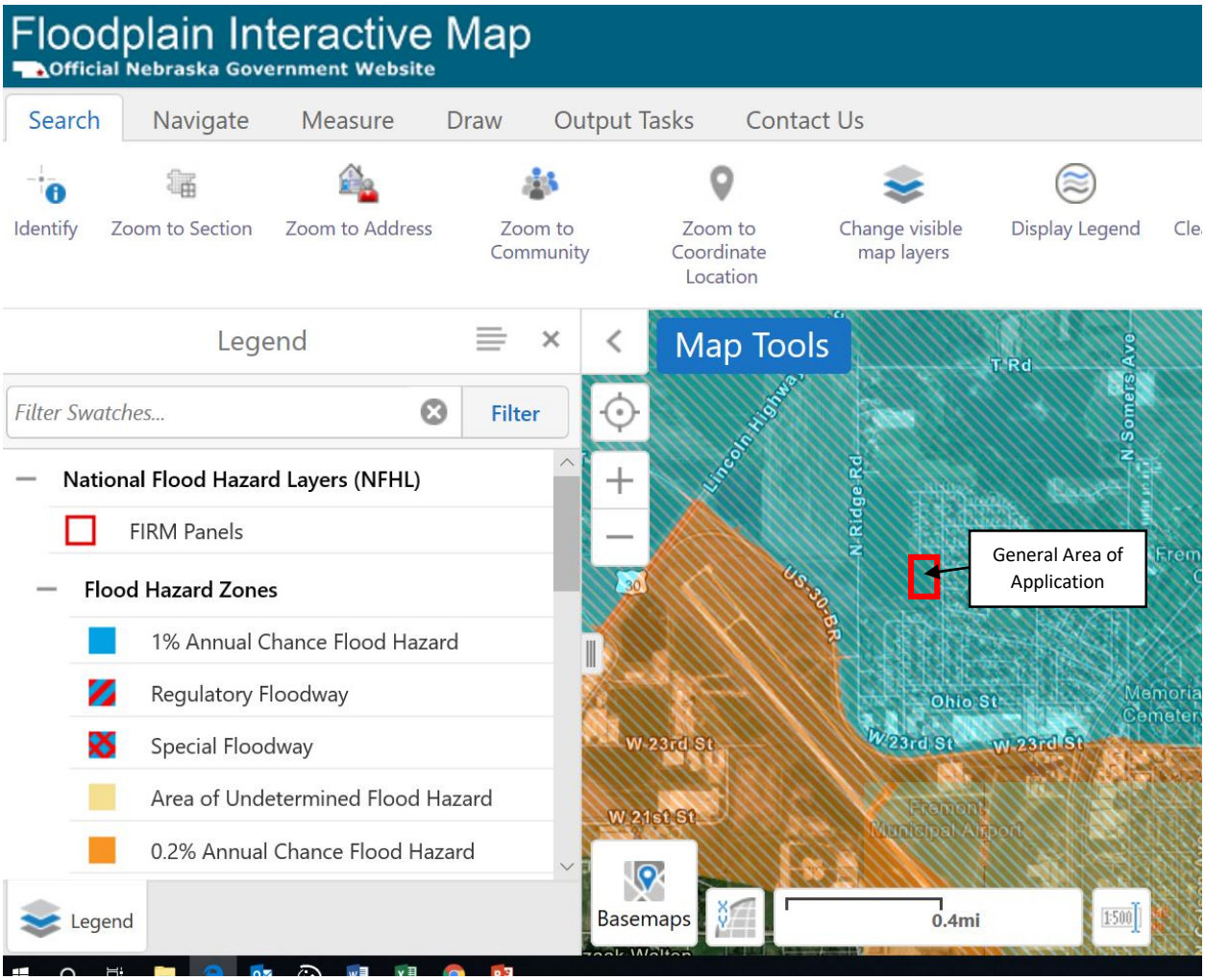
The Developer's Engineer has provided the requested easements.

Vicinity Map



Generalized Area of Application
N RIDGE RO
270101584
270138846
270136951
WOODS DR
BARBER ST
NEBRASKA AVE
ARMOUR DR
NOPID
BREWER DR
Sec: 10
Town: 17
Rng: 8E
270137598
NOPID
JONES DR
UTAH ST
DALE ST
270101591
NELSON LN
270138844
270056910
SEATON AVE
270058793
270056917
W DAKOTA ST

Flood Plain Map



Memo

To: Jennifer Dam
Director of Planning
From: David Goedeken, P.E.
Director of Public Works
Topic: Engineering Review
Country Club Estates 6th, Preliminary Plat
Dated: November 19, 2018

I have reviewed the submittals for Preliminary on this Addition. The preliminary plat is for the tract of land bordered by Ridge Road on the West, Washington Heights and Country Club Estates on the East and South. The Plans submitted were the Preliminary Plat Documents, Grading Plans, Utility and Public Improvement Layouts, and Drainage Plans and Calculations. Plans were distributed from the Public Works Department to the Utilities Department for their review and comment. It is my understanding that Mr. Dodd has been in contact with the various DU departments for comments and input.

<u>Preliminary Plat Review</u>

- The plat is entirely outside, but contiguous to city limits. It is my understanding this subdivision will be final platted in phases. My recommendation is to annex the final plats as they are submitted.
- The entire preliminary plat is located in the AO-2 Flood Zone. A floodplain development permit, and compliance with all federal and/or floodplain laws will be required prior to physical development of the site.
- The interior streets in the development will be required to be paved in accordance of the UDC. The recommended width of streets will be 28 feet for the streets other than Jones Street and the connector streets to the adjacent subdivision, as shown on the public improvement plans. The streets in the abutting neighborhoods are paved at 32 feet in width, as required by previous Subdivision Code. The adjacent exterior street is Ridge Road. The UDC does not specifically address exterior roadways adjacent to a subdivision, other than in general transportation terms and needs. As stated earlier the subdivision will be developed in phases, and my understanding is the first phase will be interior to, and not connected to Ridge Road. As the development moves closer to Ridge Road decisions will need to be made on the future status of this road. Presently, Ridge Road is gravel adjacent to, and beyond the limits of this subdivision.
- At this time I am not recommending the need for a traffic study as the subdivision does not front onto a major roadway and I do not anticipate traffic issues significant enough to warrant a need for a study.
- Storm sewer and drainage plans have been submitted and reviewed. Preliminary review indicates the proposed layout to be satisfactory to city policy and good engineering practice. A significant portion of this site has been rerouted to drain into the

drainageway adjacent to Ridge Road and then East into the existing drainage way north of and adjacent to Washington Heights. This portion of the site ultimately flows into the Rawhide Creek. The Southern portion of the sight drains in the existing drainageway in Washington Height and flows easterly generally parallel to Dakota Street. This drainageway also drains into the Rawhide Creek.

- Water and Sanitary Sewer layout plans have been submitted and reviewed by the DU. Comments have been received by Mr. Dodd from the DU.
- Plans were also routed to the Electric and Gas departments for their review. Comments were submitted directly to Mr. Dodd from these departments.
- Due to the proximity of this sight to the Fremont Airport certain height restrictions may apply. (Example no cell towers) Normal heights required for building of single family residences are not likely to trigger any restrictions. By City Code all construction within 2000 feet of the runway require that height restrictions be verified.

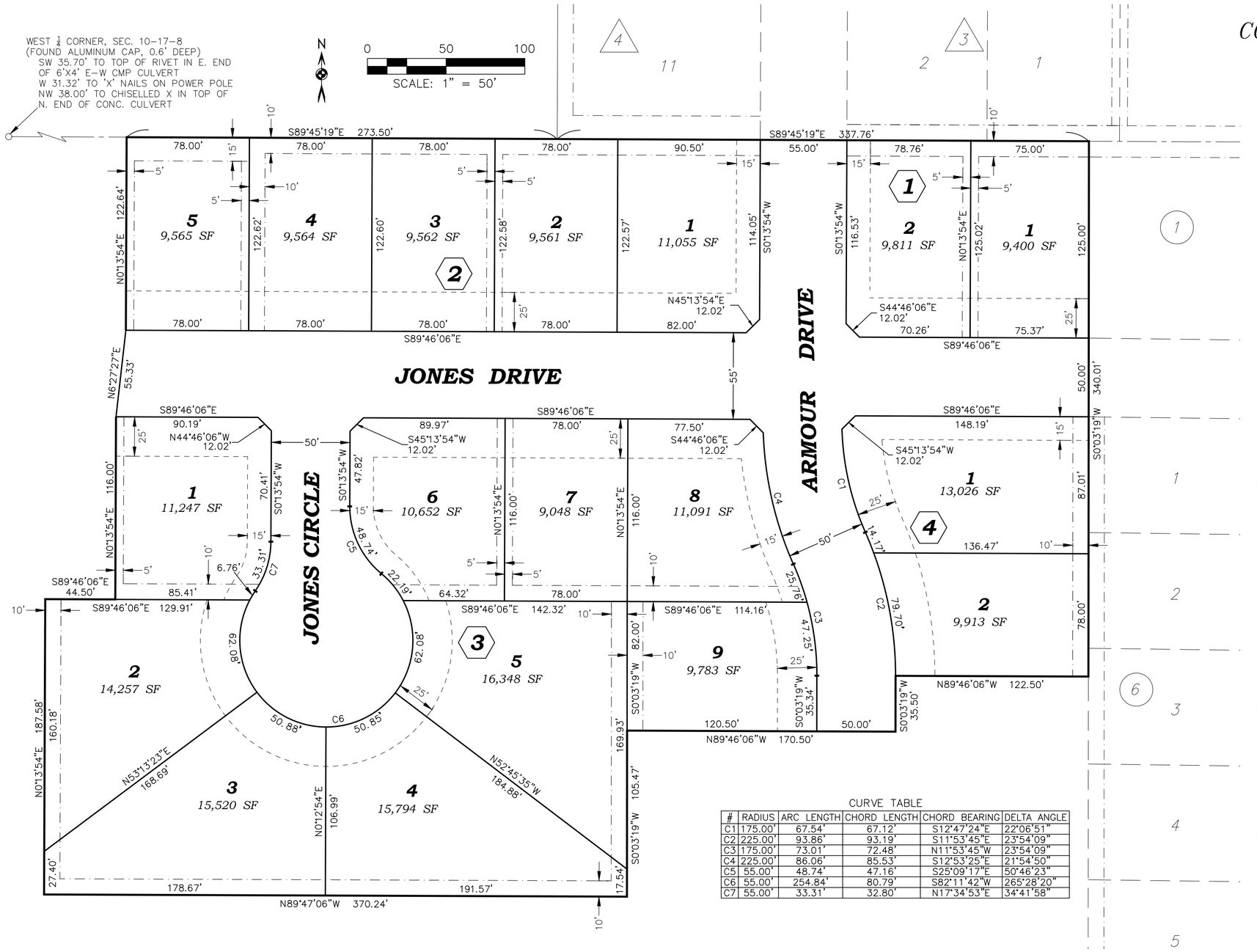
Final Comments:

- The submittals received comply with the requirements of the UDC. The subdivision has been laid out by a Licensed Engineer and reviewed by City Staff in numerous departments. The submittal package exceeds the requirements of the UDC in content as related to that which is required for a preliminary plat. Information such as public improvements, grading and drainage layouts and design are not required until Final Plat. The applicant has provided the information at this time, which significantly helps in the review process by City Staff.

FINAL PLAT OF

COUNTRY CLUB ESTATES SIXTH ADDITION

PART OF THE NW1/4 OF THE SW1/4 OF SECTION 10, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA



LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF COUNTRY CLUB ESTATES FIFTH ADDITION;
THENCE S89°45'19"E ALONG THE SOUTH LINE OF SAID COUNTRY CLUB ESTATES FIFTH ADDITION A DISTANCE OF 337.76 FEET TO THE NORTHWEST CORNER OF WASHINGTON HEIGHTS THIRD ADDITION;
THENCE S00°03'19"W ALONG THE WEST LINE OF SAID WASHINGTON HEIGHTS THIRD ADDITION A DISTANCE OF 340.01 FEET;
THENCE N89°46'06"W A DISTANCE OF 122.50 FEET;
THENCE S00°03'19"W A DISTANCE OF 35.50 FEET;
THENCE N89°46'06"W A DISTANCE OF 170.50 FEET;
THENCE S00°03'19"W A DISTANCE OF 105.47 FEET;
THENCE N89°47'06"W A DISTANCE OF 370.24 FEET;
THENCE N00°13'54"E A DISTANCE OF 187.58 FEET;
THENCE S89°46'06"E A DISTANCE OF 44.50 FEET;
THENCE N00°13'54"E A DISTANCE OF 116.00 FEET;
THENCE N06°27'27"E A DISTANCE OF 55.33 FEET;
THENCE N00°13'54"E A DISTANCE OF 122.64 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE S89°45'18"E ALONG SAID NORTH LINE A DISTANCE OF 273.50 FEET TO THE POINT OF BEGINNING, CONTAINING 6.19 ACRES, MORE OR LESS.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT RAWHIDE LAND PARTNERSHIP; OWNER AND PROPRIETOR OF THE TRACT OF LAND SHOWN AND DESCRIBED HEREON, HAS CAUSED THE SAME TO BE DIVIDED INTO LOTS, BLOCKS, AND STREETS, SAID SUBDIVISION TO BE KNOWN AS COUNTRY CLUB ESTATES SIXTH ADDITION, THE LOTS AND BLOCKS TO BE NUMBERED AS SHOWN AND WE APPROVE THE DISPOSITION OF THE PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY DEDICATE TO THE PUBLIC FOR PERPETUAL PUBLIC USE THE STREETS TO BE KNOWN AS JONES DRIVE, JONES CIRCLE AND ARMOUR DRIVE AT THE LOCATIONS AND TO THE WIDTHS SHOWN HEREON AND WE DO ALSO GRANT PERPETUAL EASEMENTS AT THE LOCATIONS AND TO THE WIDTHS SHOWN HEREON TO THE CITY OF FREMONT, ANY PUBLIC OR PRIVATE UTILITY COMPANY, AND FOR THE USE OF ABUTTING PROPERTY OWNERS, FOR THE SOLE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF UTILITY LINES AND PIPES AND DRAINAGE FACILITIES. NO PERMANENT BUILDING OR RETAINING WALL SHALL BE PLACED IN THE ABOVE DESCRIBED EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, I DO HEREBY SET MY HANDS THE

_____ DAY OF _____, 20__, A.D.

_____
MARTIN D. GIFFORD
FOR: RAWHIDE LAND PARTNERSHIP

ACKNOWLEDGMENT:

STATE OF NEBRASKA)
SS
COUNTY OF DODGE)

ON THIS _____ DAY OF _____, A.D. 20__, BEFORE ME, A GENERAL NOTARY PUBLIC, PERSONALLY APPEARED MARTIN D. GIFFORD, WHO IS KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THE FOREGOING DEDICATION, AND WHO HEREBY ACKNOWLEDGES THE SIGNING OF SAID INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL DATE LAST AFORESAID.

_____
GENERAL NOTARY PUBLIC

COMMISSION EXPIRES _____

CURVE TABLE

#	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	175.00'	67.54'	67.12'	S12°47'24"E	22°06'51"
C2	225.00'	93.86'	93.19'	S11°53'45"E	23°54'09"
C3	175.00'	73.01'	72.48'	N11°53'45"W	23°54'09"
C4	225.00'	86.06'	85.53'	S12°53'25"E	21°54'50"
C5	55.00'	48.74'	47.16'	S25°09'17"E	50°46'23"
C6	55.00'	254.84'	80.79'	S82°11'42"W	265°28'20"
C7	55.00'	33.31'	32.80'	N17°34'53"E	34°41'58"

LEGEND

BLOCK NO. – COUNTRY CLUB ESTATES 6TH ADDITION

BLOCK NO. – COUNTRY CLUB ESTATES 5TH ADDITION

BLOCK NO. – WASHINGTON HEIGHTS 3RD ADDITION

PROPOSED LOT LINE
EXISTING LOT LINE
PROPOSED UTILITY EASEMENT
EXISTING UTILITY EASEMENT
SECTION LINE OR CENTERLINE
FRONT AND STREET SIDE SETBACK

PLANNING COMMISSION APPROVAL:

ON THIS _____ DAY OF _____ A.D. 20__, THIS PLAT OF COUNTRY CLUB ESTATES FIFTH ADDITION WAS APPROVED AND ACCEPTED BY THE PLANNING COMMISSION OF THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA.

_____
CHAIR

CITY COUNCIL ACCEPTANCE

ON THIS _____ DAY OF _____ A.D. 20__, THIS PLAT OF COUNTRY CLUB ESTATES FIFTH ADDITION WAS APPROVED AND ACCEPTED BY RESOLUTION OF THE CITY COUNCIL THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA.

_____ _____
MAYOR CLERK

DRAFT REV. 1 – NOT FOR CONSTRUCTION

NEBRASKA REGISTERED LS-503 LAND SURVEYOR STEPHEN W. DODD

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY AS THE UNDERSIGNED REGISTERED LAND SURVEYOR, THAT I HAVE SURVEYED THE TRACT OF LAND SHOWN AND DESCRIBED HEREON, AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR WILL BE SET AT ALL LOT CORNERS, INTERSECTIONS AND ENDS OF CURVES, WITHIN 60 DAYS OF THE FILING OF THIS PLAT AT THE DODGE COUNTY REGISTER OF DEEDS OFFICE.

_____
STEPHEN W. DODD, LS-503

FINAL PLAT OF COUNTRY CLUB ESTATES SIXTH ADDITION
TO THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA

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

Memo

To: Jennifer Dam
Director of Planning
From: David Goedeken, P.E.
Director of Public Works/City Engineer
Topic: Engineering Review
Country Club Estates 6th, Final Plat
Dated: February 13, 2020

I have reviewed the submittals for Final Plat on this Addition. The comments submitted via Memo dated November 19, 2018 (see attached) are still valid.

<u>Final Plat Review</u>

- My recommendation is to annex the final plat.
- The entire preliminary plat is located in the AO-2 Flood Zone. A floodplain development permit, and compliance with all federal and/or floodplain laws will be required prior to physical development of the site.
- Plans and specifications for this phase of the development have been submitted and they conform to the general layout and design of those submitted at Preliminary Plat Phase. Drainage calculations were submitted at the preliminary plat phase and are on file. A traffic study was not required for this development, as the traffic generated would not have a significant impact on the adjourning roadway system.
- A traffic study was not required for this development, as the traffic generated would not have a significant impact on the adjourning roadway system.
- Drainage calculations were submitted at the preliminary plat phase and are on file.
- Due to the proximity of this sight to the Fremont Airport certain height restrictions may apply. (Example no cell towers) Normal heights required for building of single family residences are not likely to trigger any restrictions. By City Code all construction within 2000 feet of the runway require that height restrictions be verified.

Final Comments:

- The submittals received comply with the requirements of the UDC. The subdivision has been laid out by a Licensed Engineer and reviewed by City Staff in numerous departments. The submittal package meets the requirements of the UDC in content as related to that which is required for a preliminary plat.

RESOLUTION NO. 2020-055

A Resolution of the City Council of the City of Fremont, Nebraska, to approve the Country Club Estates 6th Addition Final Plat on property legally described as:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF COUNTRY CLUB ESTATES FIFTH ADDITION; THENCE S89°45'19"E ALONG THE SOUTH LINE OF SAID COUNTRY CLUB ESTATES FIFTH ADDITION A DISTANCE OF 337.76 FEET TO THE NORTHWEST CORNER OF WASHINGTON HEIGHTS THIRD ADDITION; THENCE S00°03'19"W ALONG THE WEST LINE OF SAID WASHINGTON HEIGHTS THIRD ADDITION A DISTANCE OF 340.01 FEET; THENCE N89°46'06"W A DISTANCE OF 122.50 FEET; THENCE S00°03'19"W A DISTANCE OF 35.50 FEET; THENCE N89°46'06"W A DISTANCE OF 170.50 FEET; THENCE S00°03'19"W A DISTANCE OF 105.47 FEET; THENCE N89°47'06"W A DISTANCE OF 370.24 FEET; THENCE N00°13'54"E A DISTANCE OF 187.58 FEET; THENCE S89°46'06"E A DISTANCE OF 44.50 FEET; THENCE N00°13'54"E A DISTANCE OF 116.00 FEET; THENCE N06°27'27"E A DISTANCE OF 55.33 FEET; THENCE N00°13'54"E A DISTANCE OF 122.64 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE S89°45'18"E ALONG SAID NORTH LINE A DISTANCE OF 273.50 FEET TO THE POINT OF BEGINNING, CONTAINING 6.19 ACRES, MORE OR LESS.

WHEREAS, the Country Club Estates Addition Final Plat is consistent with the approved Preliminary Plat; and,

WHEREAS, applications for a Change of Zone from R, Rural to SR, Suburban Residential accompany this request; and,

WHEREAS, a public hearing on the proposed Final Plat was held by the Planning Commission on February 18, 2020, and subsequently by the City Council on April 14, 2020; and,

WHEREAS, the Planning Commission recommended conditional approval 5-0 with 1 abstention, with the conditions that the Change of Zone and Subdivision Agreement be approved; and,

WHEREAS, the Subdivision Agreement requires that the property be voluntarily annexed prior to the installation of improvements or within 4 years or the Final Plat will become null and void.

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Fremont approves the Country Club Estates 6th Addition Final Plat with the conditions that the Subdivision Agreement is approved; that the developer voluntarily annexes the property prior to the installation of improvements or within 4 years of approval of the Final Plat or it will become null and void; and, approval of Notice of Intent and development of a SWPPP is received from the Nebraska Department of Environment & Energy prior to grading.

PASSED AND APPROVED THIS 14th DAY OF APRIL 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, CPA, Director of Finance

DATE: April 14, 2020

SUBJECT: Claims

Recommendation: Move to approve April 1 through April 14, 2020 claims, as well as subsequent claims due and payable before the next meeting of the City Council, and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email April 10, 2020. In addition, Staff is requesting approval by the Council to pay claims that will become due and payable (by virtue of contractual agreements or regulatory requirements) before the next City Council meeting.

The amount due is not known as of this staff report, but the related vendors are listed below. These approved claims will still be presented as claims at the next City Council meeting and included in the total requested by Council for approval.

- Direct deposit of employee payroll on April 16, 2020, and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue – sales & lodging tax collected by the City at various facilities.
- Health and dental claims paid by the City's third-party administrator Blue Cross and Blue Shield, as well as Health care reinsurance premiums payable.
- Life and Disability (ST & LT) premiums payable to Lincoln National Life Insurance Co. monthly
- Workers compensation claims paid by the City's third-party administrator Tri-Star.
- Transmission and energy purchases payable to Southwest Power Pool.
- Transmission and energy purchases payable to Omaha Public Power District.
- Natural gas purchases from Northern Natural Gas/US Energy, BP, Cargill, Central Plains Energy Project (CPEP) and Public Energy Authority of Kentucky (PEAK).
- Coal purchases from Cloud Peak Energy Resources, Peabody coal, and freight charges to Union Pacific.
- Progress payments to Emerson Process Management under the contract for the SCADA project.
- UPS weekly invoice for shipping costs, due within ten days or late fees are incurred.

There are a limited number of agencies that debit the City's bank account for credit card processing fees, kiosk fees, bank analysis fees and occasionally NSF fees from our Ambulance Billing contractor. These are based on a fee schedule.

Fiscal Impact:	City/Governmental funds claims total	$ 1,191,231.90
	Utility funds claims total	$ 2,857,076.77
	Total of all claims	$ 4,048,308.67

PREPARED 03/31/2020 9:38:15 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 03312020 SHEETSJ
PAYMENT TYPES
Checks . . . . . Y
EFTs . . . . . Y
ePayables . . . . . Y
VOUCHER SELECTION CRITERIA
Voucher/discount due date 04/01/2020
All banks . . . . . A
REPORT SEQUENCE OPTIONS:
Vendor . . . . . One vendor per page? (Y,N) . . . . . N
Bank/Vendor . . . . . X One vendor per page? (Y,N) . . . . . N
Fund/Dept/Div . . . . . Validate cash on hand? (Y,N) . . . . . N
Fund/Dept/Div/Element/Obj . . . . . Validate cash on hand? (Y,N) . . . . . N
Proj/Fund/Dept/Div/Elm/Obj . . . . . .
This report is by: Bank/Vendor
Process by bank code? (Y,N) . . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/07
Payment date 04/01/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002050	00	FASTENAL COMPANY							
NEFRE174010		PI3120		00	04/01/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER	CHECK #: 92338	121.02-
NEFRE174010		PI3120		00	04/01/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER	121.02	
NEFE173617		PI2868		00	04/01/2020	001-2027-452.30-33	BLANKET PURCHASE ORDER	CHECK #: 92338	112.05-
NEFRE173617		PI3059		00	04/01/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	CHECK #: 92338	112.05-
NEFRE173617		PI3059		00	04/01/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	112.05	
NEFRE174001		PI3119		00	04/01/2020	001-2027-452.30-33	BLANKET PURCHASE ORDER	CHECK #: 92338	24.34-
NEFRE174001		PI3119		00	04/01/2020	001-2027-452.30-33	BLANKET PURCHASE ORDER	24.34	
NEFRE173962		PI2939		00	04/01/2020	012-2025-431.30-52	BLANKET PURCHASE ORDER	CHECK #: 92338	19.70-
NEFRE173962		PI2939		00	04/01/2020	012-2025-431.30-52	BLANKET PURCHASE ORDER	19.70	
NEFRE173962		PI2940		00	04/01/2020	012-2025-431.30-76	BLANKET PURCHASE ORDER	CHECK #: 92338	94.30-
NEFRE173962		PI2940		00	04/01/2020	012-2025-431.30-76	BLANKET PURCHASE ORDER	94.30	
NEFRE174081		PI3121		00	04/01/2020	012-2025-431.30-33	BLANKET PURCHASE ORDER	CHECK #: 92338	65.99-
NEFRE174081		PI3121		00	04/01/2020	012-2025-431.30-33	BLANKET PURCHASE ORDER	65.99	
NEFRE174106		PI3122		00	04/01/2020	012-2025-431.30-76	BLANKET PURCHASE ORDER	CHECK #: 92338	187.28-
NEFRE174106		PI3122		00	04/01/2020	012-2025-431.30-76	BLANKET PURCHASE ORDER	187.28	
							VENDOR TOTAL *	624.68	736.73-
		00 General Fund					BANK TOTAL *	624.68	736.73-

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006845	00	ROCKY MOUNTAIN RESERVE LLC							
03/30/20	MANUAL000300			01	03/30/2020	060-0660-444.70-01	03/23/20-03/29/20	CHECK #: 101314	4,971.73
							VENDOR TOTAL *	.00	4,971.73
				01	Employee Benefits		BANK TOTAL *	.00	4,971.73
							HAND ISSUED TOTAL ***		4,235.00
							TOTAL EXPENDITURES ****	624.68	4,235.00
							GRAND TOTAL **********		4,859.68

PREPARED 04/02/2020 8:42:30 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 04022020 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	04/02/2020
All banks	A

REPORT SEQUENCE OPTIONS:

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

This report is by: Bank/Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N)	Y
Calendar year for 1099 withholding	2020
Disbursement year/per	2020/07
Payment date	04/02/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584	00	CEI							
20200402		PR0402		00	04/02/2020	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	108,980.83
							VENDOR TOTAL *	.00	108,980.83
0004234	00	DEPARTMENT OF UTILITIES C S							
20200402		PR0402		00	04/02/2020	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	1,545.33
							VENDOR TOTAL *	.00	1,545.33
0005193	00	DEPARTMENT OF UTILITIES PAYROLL							
20200402		PR0402		00	04/02/2020	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	62,495.25
							VENDOR TOTAL *	.00	62,495.25
0004629	00	INTERNAL REVENUE SERVICE **EFT**							
20200402		PR0402		00	04/02/2020	001-0000-201.00-00	PAYROLL SUMMARY	75,812.21	
							VENDOR TOTAL *	75,812.21	
0006970	00	INTL ASSN OF FIREFIGHTERS							
20200402		PR0402		00	04/02/2020	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	893.51
							VENDOR TOTAL *	.00	893.51
0005477	00	LAUGHLIN TRUSTEE, KATHLEEN A							
20200402		PR0402		00	04/02/2020	001-0000-201.00-00	PAYROLL SUMMARY	1,076.00	
							VENDOR TOTAL *	1,076.00	
0006750	00	NATIONWIDE TRUST COMPANY, FSB							
20200402		PR0402		00	04/02/2020	001-0000-201.00-00	PAYROLL SUMMARY	840.00	
							VENDOR TOTAL *	840.00	
				00	General Fund		BANK TOTAL *	77,728.21	173,914.92
							EFT/EPAY TOTAL ***		173,914.92
							TOTAL EXPENDITURES ****	77,728.21	173,914.92
							GRAND TOTAL **********		251,643.13

Account Number	Employee Name	Social Security	Deposit Amount

Final Total 237,349.57 Count 181

CITY OF FREMONT
ELECTRONIC WITHDRAWAL LIST

FOR CITY COUNCIL MEETING: 4/14/20

AJ GROUP NO	VENDOR NAME	WITHDRAWAL DATE	ACCOUNT NO	ITEM DESCRIPTION	WITHDRAWAL AMOUNT
2818	TSYS MERCHANT SOLUTIONS	04/03/20	001-1003-415.20-99	CREDIT CARD FEES	476.40
2818	TSYS MERCHANT SOLUTIONS	04/03/20	001-1003-415.20-99	CREDIT CARD FEES	180.57
2818	TSYS MERCHANT SOLUTIONS	04/03/20	001-2029-451.20-99	CREDIT CARD FEES	111.53
2818	TSYS MERCHANT SOLUTIONS	04/03/20	001-2042-440.20-99	CREDIT CARD FEES	10.00
				TOTAL EXPENDITURES	778.50

PREPARED 04/09/2020 11:24:05 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 04092020 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	04/15/2020
All banks	A

REPORT SEQUENCE OPTIONS:

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

This report is by: Bank/Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N)	Y
Calendar year for 1099 withholding	2020
Disbursement year/per	2020/07
Payment date	04/15/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000959	00	ACE HARDWARE							
118028/3		PI3313	038538	00	04/15/2020	001-1013-432.30-79	BLANKET PURCHASE ORDER	16.97	
117896/3		PI3185	038538	00	04/15/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER	9.38	
118005/3		PI3310	038538	00	04/15/2020	001-1206-422.20-60	BLANKET PURCHASE ORDER	172.50	
118005/3		PI3311	038538	00	04/15/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER	62.75	
118032/3		PI3314	038538	00	04/15/2020	001-2027-452.30-76	BLANKET PURCHASE ORDER	49.95	
118016/3		PI3312	038538	00	04/15/2020	012-2025-431.30-44	BLANKET PURCHASE ORDER	25.98	
							VENDOR TOTAL *	337.53	
0006884	00	ADAMS & SULLIVAN PC LLO							
04082020		PI3409	038896	00	04/15/2020	001-1016-412.20-34	BLANKET PURCHASE ORDER	17,668.12	March legal fees
04082020		PI3410	038896	00	04/15/2020	001-1016-412.20-34	BLANKET PURCHASE ORDER	17,668.13	
							VENDOR TOTAL *	35,336.25	
9999999	00	AELLEEN, CARDENAS							
032320 CARDENAS		000326		00	04/15/2020	001-1209-340.00-00	AELLEEN CARDENAS/GUN PRMT	5.00	
							VENDOR TOTAL *	5.00	
0006169	00	AMERICAN BROADBAND INTERNET							
051514 0420		PI3282	038648	00	04/15/2020	001-2031-419.20-12	BLANKET PURCHASE ORDER	200.00	
							VENDOR TOTAL *	200.00	
0000983	00	ARPS							
27398		PI3315	038540	00	04/15/2020	012-2025-431.30-69	BLANKET PURCHASE ORDER	553.75	
27436		PI3316	038540	00	04/15/2020	012-2025-431.30-69	BLANKET PURCHASE ORDER	922.50	
							VENDOR TOTAL *	1,476.25	
0003298	00	AUTOZONE INC							
1652259426		PI3318	038541	00	04/15/2020	001-1206-422.30-63	BLANKET PURCHASE ORDER	50.00	
1652258348		PI3317	038541	00	04/15/2020	001-1209-421.30-63	BLANKET PURCHASE ORDER	239.89	
							VENDOR TOTAL *	289.89	
0004439	00	AYALA, JUAN E							
032320		PI3202	038640	00	04/15/2020	001-1209-421.20-99	GENERAL	31.25	
03232020		PI3203	038640	00	04/15/2020	001-1209-421.20-99	GENERAL	25.00	
03262020		PI3281	038640	00	04/15/2020	001-1209-421.20-99	GENERAL	25.00	
							VENDOR TOTAL *	81.25	
0004311	00	BAUER BUILT INC							
880074289		PI3319	038542	00	04/15/2020	001-1209-421.20-60	BLANKET PURCHASE ORDER	14.00	
880074289		PI3320	038542	00	04/15/2020	001-1209-421.30-63	BLANKET PURCHASE ORDER	6.00	
880074273		PI3344	039489	00	04/15/2020	012-2025-431.20-60	FIELD PURCHASE ORDER	52.00	
880074273		PI3345	039489	00	04/15/2020	012-2025-431.30-63	FIELD PURCHASE ORDER	455.44	
							VENDOR TOTAL *	527.44	
0005162	00	BLT PLUMBING HEATING & A/C INC							
19908		PI3335	038596	00	04/15/2020	001-2027-452.20-60	BLANKET PURCHASE ORDER	60.00	
							VENDOR TOTAL *	60.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004462	00	BOBCAT OF OMAHA							
CB4136		PI3342	039406	00	04/15/2020	012-2025-431.30-56	FIELD PURCHASE ORDER	948.46	
							VENDOR TOTAL *	948.46	
0004035	00	BOMGAARS SUPPLY INC							
16515820		PI3323	038543	00	04/15/2020	001-1206-422.30-63	BLANKET PURCHASE ORDER	67.98	
16513830		PI3321	038543	00	04/15/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	34.17	
16515425		PI3322	038543	00	04/15/2020	001-2027-452.30-76	BLANKET PURCHASE ORDER	10.49	
							VENDOR TOTAL *	112.64	
0002414	00	BOUND TREE MEDICAL LLC							
83553875		PI3213	039399	00	04/15/2020	001-1206-422.30-33	GENERAL	344.00	
83557110		PI3214	039437	00	04/15/2020	001-1206-422.30-33	GENERAL	283.37	
83559684		PI3215	039437	00	04/15/2020	001-1206-422.30-33	GENERAL	194.16	
83564839		PI3294	039437	00	04/15/2020	001-1206-422.30-33	GENERAL	36.98	
83570634		PI3303	039476	00	04/15/2020	001-1206-422.30-33	GENERAL	155.80	
							VENDOR TOTAL *	1,014.31	
0003427	00	BRODART CO							
B5887610		PI3337	038650	00	04/15/2020	001-2031-455.30-51	GENERAL	272.32	
B5888700		PI3338	038650	00	04/15/2020	001-2031-455.30-51	GENERAL	706.54	
B5889690		PI3339	038650	00	04/15/2020	001-2031-455.30-51	GENERAL	238.75	
B5889949		PI3340	038650	00	04/15/2020	001-2031-455.30-51	GENERAL	15.72	
B5892196		PI3341	038650	00	04/15/2020	001-2031-455.30-51	GENERAL	58.19	
							VENDOR TOTAL *	1,291.52	
0005685	00	BUTLER COUNTY LANDFILL INC							
MAR 20		000322		00	04/15/2020	001-1013-432.20-21	MAR 20	1,005.36	
							VENDOR TOTAL *	1,005.36	
0006534	00	CAPPEL AUTO SUPPLY INC							
2634-00-015630		PI3226	038573	00	04/15/2020	001-1013-432.30-79	BLANKET PURCHASE ORDER	43.96	
2634-00-015549		PI3197	038573	00	04/15/2020	001-2026-451.30-56	BLANKET PURCHASE ORDER	163.44	
2634-00-015559		PI3328	038573	00	04/15/2020	001-2027-452.30-31	BLANKET PURCHASE ORDER	86.16	
2634-00-015964		PI3332	038573	00	04/15/2020	001-2027-452.30-63	BLANKET PURCHASE ORDER	144.00	
2634-00-016041		PI3333	038573	00	04/15/2020	001-2027-452.30-33	BLANKET PURCHASE ORDER	69.76	
2634-00-016066		PI3334	038573	00	04/15/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	45.19	
2634-00-015425		PI3194	038573	00	04/15/2020	012-2025-431.30-79	BLANKET PURCHASE ORDER	39.56	
2634-00-015472		PI3195	038573	00	04/15/2020	012-2025-431.30-56	BLANKET PURCHASE ORDER	60.07	
2634-00-015487		PI3196	038573	00	04/15/2020	012-2025-431.30-56	BLANKET PURCHASE ORDER	3.99	
2634-00-015561		PI3224	038573	00	04/15/2020	012-2025-431.30-56	BLANKET PURCHASE ORDER	39.18	
2634-00-015592		PI3225	038573	00	04/15/2020	012-2025-431.30-56	BLANKET PURCHASE ORDER	45.99-	
2634-00-015637		PI3227	038573	00	04/15/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	285.12	
2634-00-015743		PI3266	038573	00	04/15/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	24.56	
2634-00-015800		PI3267	038573	00	04/15/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	7.98	
2634-00-015838		PI3268	038573	00	04/15/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	31.85	
2634-00-015900		PI3329	038573	00	04/15/2020	012-2025-431.30-56	BLANKET PURCHASE ORDER	107.99	
2634-00-015943		PI3330	038573	00	04/15/2020	012-2025-431.30-56	BLANKET PURCHASE ORDER	18.00-	
2634-00-015960		PI3331	038573	00	04/15/2020	012-2025-431.30-56	BLANKET PURCHASE ORDER	76.66	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006534	00	CAPPEL AUTO SUPPLY INC							
							VENDOR TOTAL *	1,165.48	
0006311	00	CAROLINA SOFTWARE							
75033		PI3237	038677	00	04/15/2020	001-1013-432.20-65	FIELD PURCHASE ORDER	400.00	
							VENDOR TOTAL *	400.00	
9999999	00	CATTLETT, MAXX							
173897 CATTLETT		000325		00	04/15/2020	001-2029-347.00-00	MAXX CATTLETT/CLEMMONS	15.00	
							VENDOR TOTAL *	15.00	
0000584	00	CEI							
APR 20 WC		000314		00	04/15/2020	001-1015-415.10-26	APR 20 WC	EFT:	29,534.25
APR 20 WC		000315		00	04/15/2020	012-2025-431.10-26	APR 20 WC	EFT:	1,416.67
							VENDOR TOTAL *	.00	30,950.92
0006934	00	CHEEVER CONSTRUCTION COMPANY							
#8		PI3309	038468	00	04/15/2020	001-2026-451.40-13	GENERAL	184,728.60	City auditorium renovation progress payment
							VENDOR TOTAL *	184,728.60	
0001024	00	CHRISTENSEN LUMBER INC							
CLC00573258-001		PI3324	038544	00	04/15/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	80.48	
CLC00576304-001		PI3325	038544	00	04/15/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	117.00	
CLC00576781-001		PI3326	038544	00	04/15/2020	001-2027-452.30-69	BLANKET PURCHASE ORDER	9.70	
CLC00578194-001		PI3327	038544	00	04/15/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	18.60	
CLC00578440-001		PI3343	039470	00	04/15/2020	012-2025-431.30-69	FIELD PURCHASE ORDER	853.50	
							VENDOR TOTAL *	1,079.28	
0003816	00	CITY OF BLAIR							
366		PI3411	039392	00	04/15/2020	034-0790-421.20-32	GENERAL	886.34	
452		PI3412	039392	00	04/15/2020	034-0790-421.20-32	GENERAL	10.94	
							VENDOR TOTAL *	897.28	
0006217	00	CIVIL SOLUTIONS LLC							
03312020		PI3306	038120	00	04/15/2020	012-2032-431.45-20	GENERAL	2,710.00	
							VENDOR TOTAL *	2,710.00	
0005994	00	CONSOLIDATED MANAGEMENT CO							
1218188		PI3286	038986	00	04/15/2020	001-1209-421.20-13	GENERAL	80.74	
218188		PI3287	038986	00	04/15/2020	001-1209-421.20-13	GENERAL	177.74	
1218218		PI3391	038986	00	04/15/2020	001-1209-421.20-13	GENERAL	54.77	
218218		PI3392	038986	00	04/07/2020	001-1209-421.20-13	GENERAL	152.27	
							VENDOR TOTAL *	465.52	
0003250	00	CONTINENTAL FIRE SPRINKLER CO							
235318		PI3389	038855	00	04/15/2020	001-2026-451.20-65	GENERAL	155.00	
							VENDOR TOTAL *	155.00	
0001038	00	COPY SHOP							

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0001038	00	COPY SHOP							
03302020		PI3350	038545	00	04/15/2020	001-1209-421.30-35	BLANKET PURCHASE ORDER	232.40	
							VENDOR TOTAL *	232.40	
0002001	00	CORNHUSKER STATE INDUSTRIES							
1212416		PI3293	039417	00	04/15/2020	001-1209-421.30-31	GENERAL	9.25	
							VENDOR TOTAL *	9.25	
0002915	00	CREDIT BUREAU SERVICES INC							
394640		PI3204	038641	00	04/15/2020	001-1209-421.20-99	GENERAL	4.00	
396340		PI3205	038641	00	04/15/2020	001-1209-421.20-99	GENERAL	4.00	
398000		PI3206	038641	00	04/15/2020	001-1209-421.20-99	GENERAL	4.00	
399640		PI3207	038641	00	04/15/2020	001-1209-421.20-99	GENERAL	4.00	
							VENDOR TOTAL *	16.00	
0001643	00	CULLIGAN OF OMAHA							
973417		PI3201	038638	00	04/15/2020	001-1209-421.20-99	GENERAL	40.50	
974068		PI3367	038638	00	04/15/2020	001-1209-421.20-99	GENERAL	55.50	
974448		PI3368	038638	00	04/15/2020	001-1209-421.20-99	GENERAL	26.00	
							VENDOR TOTAL *	122.00	
9999999	00	DEMUTH, DAN							
20-00000012 PZ		PZ		00	04/15/2020	001-2024-340.00-00		300.00	
20-00000012 PZ		PZ		00	04/15/2020	001-2024-340.06-00		65.00	
							VENDOR TOTAL *	365.00	
0002897	00	DIERS INC							
5017031		PI3258	038548	00	04/15/2020	001-1209-421.30-63	BLANKET PURCHASE ORDER	241.51	
							VENDOR TOTAL *	241.51	
0003359	00	DODGE COUNTY HUMANE SOCIETY							
APRIL 2020		PI3209	038644	00	04/15/2020	001-1209-421.20-65	GENERAL	8,361.59	
							VENDOR TOTAL *	8,361.59	
0001070	00	DODGE COUNTY REGISTER OF DEEDS							
202001849		PI3418	039515	00	04/15/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	40.00	
04082020		PI3419	039515	00	04/15/2020	001-2024-416.20-33	BLANKET PURCHASE ORDER	94.00	
							VENDOR TOTAL *	134.00	
0001511	00	DON'S PIONEER UNIFORM							
64481		PI3395	039333	00	04/15/2020	001-1209-421.20-11	GENERAL	12.39	
64481		PI3396	039333	00	04/15/2020	001-1209-421.30-52	GENERAL	674.99	
							VENDOR TOTAL *	687.38	
9999999	00	DOWD, JULIE							
040220 DOWD		000311		00	04/15/2020	001-1003-341.01-00	JULIE DOWD/DOG LICENSE	5.00	
							VENDOR TOTAL *	5.00	
0002880	00	DUNRITE INC							

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0002880	00	DUNRITE INC							
B730610		PI3217	039450	00	04/15/2020	001-1206-422.30-56	GENERAL	119.20	
							VENDOR TOTAL *	119.20	
0006061	00	ELEMETAL FABRICATION LLC							
104051		PI3193	038561	00	04/15/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	19.18	
							VENDOR TOTAL *	19.18	
0001091	00	EMANUEL PRINTING INC							
14360		PI3414	039448	00	04/15/2020	001-1004-424.30-35	GENERAL	203.19	
							VENDOR TOTAL *	203.19	
0002050	00	FASTENAL COMPANY							
NEFRE174335		PI3351	038550	00	04/15/2020	001-2027-452.30-31	BLANKET PURCHASE ORDER	33.78	
NEFRE174172		PI3186	038550	00	04/15/2020	012-2025-431.30-56	BLANKET PURCHASE ORDER	13.93	
NEFRE174253		PI3187	038550	00	04/15/2020	012-2025-431.30-56	BLANKET PURCHASE ORDER	20.02	
NEFRE174257		PI3219	038550	00	04/15/2020	012-2025-431.30-56	BLANKET PURCHASE ORDER	37.70	
NEFRE174277		PI3220	038550	00	04/15/2020	012-2025-431.30-56	BLANKET PURCHASE ORDER	35.38	
NEFRE174277		PI3221	038550	00	04/15/2020	012-2025-431.30-79	BLANKET PURCHASE ORDER	14.44	
NEFRE174333		PI3259	038550	00	04/15/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	3.65	
							VENDOR TOTAL *	158.90	
0000491	00	FELD EQUIPMENT CO INC, ED M							
0364896-IN		PI3212	039234	00	04/15/2020	001-1206-422.30-56	GENERAL	2,176.00	
							VENDOR TOTAL *	2,176.00	
0005468	00	FELSBURG HOLT & ULLEVIG							
26838		PI3241	039013	00	04/15/2020	001-1305-430.20-99	GENERAL	3,651.00	
							VENDOR TOTAL *	3,651.00	
0003909	00	FIRST NATIONAL BANK OF OMAHA							
2020113		PI3406	039494	00	04/15/2020	001-1209-421.30-31	GENERAL	50.00	
							VENDOR TOTAL *	50.00	
0002884	00	FREMONT AREA CHAMBER							
24918		PI3255	039483	00	04/15/2020	001-1002-417.20-13	BLANKET PURCHASE ORDER	15.00	
							VENDOR TOTAL *	15.00	
0003360	00	FREMONT AVIATION							
MAR 2020		PI3388	038768	00	04/15/2020	029-2034-466.20-99	BLANKET PURCHASE ORDER	871.70	
							VENDOR TOTAL *	871.70	
0001111	00	FREMONT BUILDERS SUPPLY INC							
553552		PI3352	038551	00	04/15/2020	001-1206-422.20-60	BLANKET PURCHASE ORDER	105.00	
							VENDOR TOTAL *	105.00	
0001115	00	FREMONT GLASS CO							
8441		PI3296	039445	00	04/15/2020	001-1013-432.20-60	FIELD PURCHASE ORDER	60.00	
8441		PI3297	039445	00	04/15/2020	001-1013-432.30-49	FIELD PURCHASE ORDER	13.99	

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0001115	00	FREMONT GLASS CO							
							VENDOR TOTAL *	73.99	
0003907	00	FREMONT HEALTH CLINIC							
IM620136/022820		PI3276	038587	00	04/15/2020	001-1206-422.20-35	BLANKET PURCHASE ORDER	119.00	
IM620712/012420		PI3277	038587	00	04/15/2020	001-1206-422.20-35	BLANKET PURCHASE ORDER	173.00	
IM620735/032520		PI3278	038587	00	04/15/2020	001-1206-422.20-35	BLANKET PURCHASE ORDER	173.00	
IM620843/030420		PI3362	038587	00	04/15/2020	001-1206-422.20-35	BLANKET PURCHASE ORDER	207.00	
							VENDOR TOTAL *	672.00	
0001125	00	FREMONT PUBLIC SCHOOLS							
MAR 20 LIQUOR		000319		00	04/15/2020	001-0000-208.01-00	MAR 20 LIQUOR	2,300.00	
							VENDOR TOTAL *	2,300.00	
0001131	00	FREMONT TRIBUNE							
905766		PI3228	038577	00	04/15/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	26.40	
905885		PI3229	038577	00	04/15/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	55.86	
908503		PI3230	038577	00	04/15/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	5.16	
908578		PI3234	038577	00	04/15/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	9.16	
908623		PI3235	038577	00	04/15/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	30.10	
900770		PI3269	038577	00	04/15/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	2.50	
908503		PI3231	038577	00	04/15/2020	001-1015-415.20-33	BLANKET PURCHASE ORDER	5.16	
900770		PI3270	038577	00	04/15/2020	001-1015-415.20-33	BLANKET PURCHASE ORDER	2.53	
900770		PI3271	038577	00	04/15/2020	001-2024-416.20-33	BLANKET PURCHASE ORDER	2.53	
908503		PI3232	038577	00	04/15/2020	001-2027-452.20-33	BLANKET PURCHASE ORDER	5.14	
900770		PI3272	038577	00	04/15/2020	001-2027-452.20-33	BLANKET PURCHASE ORDER	2.53	
891144		PI3198	038577	00	04/15/2020	001-2031-455.20-33	BLANKET PURCHASE ORDER	37.44	
907943		PI3199	038577	00	04/15/2020	001-2031-455.20-33	BLANKET PURCHASE ORDER	14.40	
900770		PI3273	038577	00	04/15/2020	001-2031-455.20-33	BLANKET PURCHASE ORDER	2.53	
908503		PI3233	038577	00	04/15/2020	029-2034-466.20-33	BLANKET PURCHASE ORDER	5.16	
900770		PI3274	038577	00	04/15/2020	029-2034-466.20-33	BLANKET PURCHASE ORDER	2.53	
900770		PI3275	038577	00	04/15/2020	042-0772-490.20-33	BLANKET PURCHASE ORDER	2.53	
							VENDOR TOTAL *	211.66	
0002924	00	FREMONT WASTE TRANSFER							
MAR 20		000316		00	04/15/2020	001-2027-452.20-99	MAR 20	348.43	
MAR 20		000317		00	04/15/2020	001-2029-451.20-99	MAR 20	52.23	
MAR 20		000318		00	04/15/2020	012-2025-431.20-99	MAR 20	26.98	
							VENDOR TOTAL *	427.64	
0003829	00	FRICKENSTEIN PUMPING & PORTABLE LLC							
11361		PI3284	038693	00	04/15/2020	001-2026-451.20-70	GENERAL	240.00	
11361		PI3285	038693	00	04/15/2020	001-2027-452.20-70	GENERAL	240.00	
							VENDOR TOTAL *	480.00	
0006263	00	GALE/CENGAGE LEARNING INC							
70135563		PI3369	038651	00	04/15/2020	001-2031-455.30-51	GENERAL	40.48	
70140837		PI3370	038651	00	04/15/2020	001-2031-455.30-51	GENERAL	47.23	
70141475		PI3371	038651	00	04/15/2020	001-2031-455.30-51	GENERAL	86.96	

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0006263	00	GALE/CENGAGE LEARNING INC							
70141738		PI3372	038651	00	04/15/2020	001-2031-455.30-51	GENERAL	59.22	
70141996		PI3373	038651	00	04/15/2020	001-2031-455.30-51	GENERAL	47.23	
70149802		PI3374	038651	00	04/15/2020	001-2031-455.30-51	GENERAL	20.24	
							VENDOR TOTAL *	301.36	
0001139	00	GERHOLD CONCRETE CO INC							
130960		PI3222	038553	00	04/15/2020	012-2025-431.30-69	BLANKET PURCHASE ORDER	417.50	
							VENDOR TOTAL *	417.50	
9999999	00	GUARINO, JERALD							
040120 GUARINO		000312		00	04/15/2020	012-2025-431.30-79	JERALD GUARION/SPRINKLER	114.00	
							VENDOR TOTAL *	114.00	
0002526	00	HARRIS SEEDS / GARDEN TRENDS INC							
INV2187183		PI3394	039128	00	04/15/2020	001-2027-452.30-58	GENERAL	210.60	
							VENDOR TOTAL *	210.60	
0001868	00	HOTSY EQUIPMENT CO							
302789		PI3403	039473	00	04/15/2020	012-2025-431.30-32	FIELD PURCHASE ORDER	159.98	
							VENDOR TOTAL *	159.98	
9999999	00	HOWERTON, KATHY							
173903 HOWERTON		000327		00	04/15/2020	001-0000-202.04-00	KATHY HOWERTON/MGT RM	100.00	
							VENDOR TOTAL *	100.00	
0006651	00	HUISMAN, VERONICA Y							
03212020		PI3208	038642	00	04/15/2020	001-1209-421.20-99	GENERAL	25.00	
							VENDOR TOTAL *	25.00	
0006792	00	HURST LAWN SERVICE							
18642		PI3390	038904	00	04/15/2020	001-2031-455.20-99	GENERAL	404.00	
							VENDOR TOTAL *	404.00	
0001167	00	HY-VEE							
5841332091		PI3260	038554	00	04/15/2020	001-1013-432.30-79	BLANKET PURCHASE ORDER	5.38	
032320 POLICE		PI3413	039446	00	04/15/2020	001-1209-421.30-41	GENERAL	732.54	
5841072221		PI3188	038554	00	04/15/2020	012-2025-431.30-32	BLANKET PURCHASE ORDER	6.98	
							VENDOR TOTAL *	744.90	
0001426	00	JEO CONSULTING GROUP INC							
115838		PI3387	038741	00	04/15/2020	001-1015-415.20-31	BLANKET PURCHASE ORDER	20,276.50	Fremont levee evaluation (fka Fremont Farmland Railroad levee)
							VENDOR TOTAL *	20,276.50	
0006879	00	KAVAN ELECTRIC LLC							
1073		PI3398	039421	00	04/15/2020	001-1209-421.20-60	GENERAL	1,325.00	
							VENDOR TOTAL *	1,325.00	
0002898	00	LARSEN INTERNATIONAL							

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0002898	00	LARSEN INTERNATIONAL							
C92658		PI3253	039467	00	04/15/2020	001-1206-422.20-60	GENERAL	42.12	
C92658		PI3254	039467	00	04/15/2020	001-1206-422.30-63	GENERAL	198.28	
C92587		PI3291	039343	00	04/15/2020	001-1206-422.20-60	GENERAL	64.50	
C92659		PI3292	039343	00	04/15/2020	001-1206-422.20-60	GENERAL	64.50	
T91799		PI3261	038557	00	04/15/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	171.42	
T91804		PI3262	038557	00	04/15/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	154.56	
							VENDOR TOTAL *	695.38	
0003043	00	LEAGUE OF NEBRASKA MUNICIPALITIES							
17116		PI3256	039484	00	04/15/2020	001-1002-415.20-13	BLANKET PURCHASE ORDER	26.00	
							VENDOR TOTAL *	26.00	
9999999	00	LIESCHE, ROBIN							
173909 LIESCHE		000313		00	04/15/2020	001-0000-202.04-00	ROBIN LIESCHE/MTG ROOM	100.00	
							VENDOR TOTAL *	100.00	
0003857	00	LUXA CONSTRUCTION CO INC							
P17617 #4		PI3347	038122	00	04/15/2020	012-2032-431.45-20	GENERAL	50,776.20	Johnson Rd S Project construction CCR 2019-068
							VENDOR TOTAL *	50,776.20	
0006952	00	MACQUEEN EQUIPMENT LLC							
P05635		PI3251	039463	00	04/15/2020	012-2025-431.30-56	FIELD PURCHASE ORDER	67.79	
P05564		PI3397	039402	00	04/15/2020	012-2025-431.30-56	FIELD PURCHASE ORDER	536.24	
							VENDOR TOTAL *	604.03	
0006910	00	MAGNUM BUILDERS CORP							
512		PI3295	039442	00	04/15/2020	001-1209-421.20-60	GENERAL	336.00	
							VENDOR TOTAL *	336.00	
0006212	00	MATHESON TRI-GAS INC							
21421607		PI3189	038558	00	04/15/2020	001-1206-422.30-32	BLANKET PURCHASE ORDER	44.41	
21444934		PI3263	038558	00	04/15/2020	001-1206-422.30-32	BLANKET PURCHASE ORDER	44.41	
21421605		PI3190	038558	00	04/15/2020	012-2025-431.30-64	BLANKET PURCHASE ORDER	74.01	
21444929		PI3353	038558	00	04/15/2020	012-2025-431.30-64	BLANKET PURCHASE ORDER	96.47	
							VENDOR TOTAL *	259.30	
0006407	00	MATT FRIEND TRUCK EQUIPMENT INC							
0088003-IN		PI3242	039398	00	04/15/2020	012-2025-431.30-63	FIELD PURCHASE ORDER	127.35	
							VENDOR TOTAL *	127.35	
0006881	00	MAXIM CLEANING & RESTORATION							
REMEST20-0004		PI3290	039276	00	04/15/2020	001-2027-452.20-60	GENERAL	2,711.33	
							VENDOR TOTAL *	2,711.33	
0006883	00	MCKESSON MEDICAL-SURGICAL GOVERMENT							
92118487		PI3245	039435	00	04/15/2020	001-1206-422.30-33	GENERAL	675.00	
93692935		PI3248	039439	00	04/15/2020	001-1206-422.30-33	GENERAL	178.87	
93808850		PI3249	039439	00	04/15/2020	001-1206-422.30-33	GENERAL	356.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006883	00	MCKESSON MEDICAL-SURGICAL GOVERMENT							
							VENDOR TOTAL *	1,209.87	
0001229	00	MENARDS - FREMONT							
90010		PI3264	038560	00	04/15/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER	14.71	
89982		PI3355	038560	00	04/15/2020	001-2026-451.30-33	BLANKET PURCHASE ORDER	111.96	
90063		PI3357	038560	00	04/15/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	102.50	
90129		PI3359	038560	00	04/15/2020	001-2027-452.30-31	BLANKET PURCHASE ORDER	39.96	
89601		PI3191	038560	00	04/15/2020	001-2030-451.30-49	BLANKET PURCHASE ORDER	23.64	
89708		PI3354	038560	00	04/15/2020	001-2030-451.30-32	BLANKET PURCHASE ORDER	19.94	
90028		PI3356	038560	00	04/15/2020	001-2030-451.30-48	BLANKET PURCHASE ORDER	39.36	
89689		PI3192	038560	00	04/15/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	6.24	
90088		PI3358	038560	00	04/15/2020	012-2025-431.30-56	BLANKET PURCHASE ORDER	28.57	
							VENDOR TOTAL *	386.88	
0006911	00	MUNICODE							
00340680		PI3288	039000	00	04/15/2020	001-1003-415.20-65	BLANKET PURCHASE ORDER	2,400.00	
							VENDOR TOTAL *	2,400.00	
0003977	00	NEBRASKA DEPT OF REVENUE							
1 3392961	0320	PI3416	038583	00	04/15/2020	001-2029-451.20-99	BLANKET PURCHASE ORDER	2.26	
							VENDOR TOTAL *	2.26	
0003316	00	NEBRASKA PLANNING & ZONING ASSN							
2020397		PI3250	039461	00	04/15/2020	001-2024-416.20-13	GENERAL	190.00	
							VENDOR TOTAL *	190.00	
0003994	00	NEBRASKA STATE PATROL							
1211291		PI3304	039485	00	04/15/2020	001-1209-421.20-65	GENERAL	1,687.50	
							VENDOR TOTAL *	1,687.50	
0006329	00	NNSWC LANDFILL							
MAR 20		000320		00	04/15/2020	001-1013-432.20-21	MAR 20	58,436.75	tipping fees at Coalition
							VENDOR TOTAL *	58,436.75	
0005226	00	O'KEEFE ELEVATOR CO INC							
00506612		PI3375	038655	00	04/15/2020	001-2031-455.20-65	GENERAL	247.72	
							VENDOR TOTAL *	247.72	
0001020	00	O'REILLY AUTOMOTIVE INC							
0397-299519		PI3360	038562	00	04/15/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	5.78	
							VENDOR TOTAL *	5.78	
0002888	00	OFFICENET							
937888-0		PI3400	039444	00	04/15/2020	001-1004-424.30-31	GENERAL	64.73	
937829-0		PI3299	039453	00	04/15/2020	001-1206-422.30-31	GENERAL	83.06	
937829-0		PI3300	039453	00	04/15/2020	001-1206-422.30-31	GENERAL	73.00	
937442-0		PI3243	039428	00	04/15/2020	001-1209-421.30-31	GENERAL	357.75	
937888-0		PI3399	039444	00	04/15/2020	001-1305-430.30-31	GENERAL	41.59	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002888	00	OFFICENET							
937888-0		PI3401	039444	00	04/15/2020	001-1305-430.30-31	GENERAL	64.74	
937888-0		PI3402	039444	00	04/15/2020	001-2024-416.30-31	GENERAL	64.72	
937805-0		PI3298	039451	00	04/15/2020	001-2031-455.30-31	GENERAL	9.96	
							VENDOR TOTAL *	759.55	
0001625	00	OTIS ELEVATOR COMPANY							
CK65208420		PI3218	038534	00	04/15/2020	001-1209-421.20-65	GENERAL	163.07	
							VENDOR TOTAL *	163.07	
0005755	00	OVERDRIVE INC							
01419CO20067152		PI3376	038656	00	04/15/2020	001-2031-455.30-51	GENERAL	136.96	
01419CO20078194		PI3377	038656	00	04/15/2020	001-2031-455.30-51	GENERAL	380.96	
							VENDOR TOTAL *	517.92	
0006314	00	PEST PRO'S INC							
TRA STA 033020		PI3382	038678	00	04/15/2020	001-1013-432.20-99	FIELD PURCHASE ORDER	25.00	
SR CTR 033020		PI3349	038527	00	04/15/2020	001-2026-451.20-99	GENERAL	80.00	
							VENDOR TOTAL *	105.00	
0006436	00	PINNACLE BANK - VISA							
032620/POLICE		PI3252	039466	00	04/15/2020	001-1209-421.30-79	GENERAL	94.40	
							VENDOR TOTAL *	94.40	
0005144	00	PITNEY BOWES GLOBAL FINANCIAL SERV							
3310965235		PI3378	038657	00	04/15/2020	001-2031-455.20-70	GENERAL	147.57	
							VENDOR TOTAL *	147.57	
0005545	00	PLATTE MECHANICAL INC							
25822		PI3279	038597	00	04/15/2020	001-2027-452.20-60	BLANKET PURCHASE ORDER	55.00	
25822		PI3280	038597	00	04/15/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	53.94	
							VENDOR TOTAL *	108.94	
0006773	00	PORT-A-JOHNS							
20-0593		PI3283	038671	00	04/15/2020	001-1013-432.20-99	FIELD PURCHASE ORDER	120.00	
							VENDOR TOTAL *	120.00	
0006199	00	PREMIER STAFFING INC							
14668		PI3404	039480	00	04/15/2020	001-2024-416.20-99	BLANKET PURCHASE ORDER	719.99	
14698		PI3405	039480	00	04/15/2020	001-2024-416.20-99	BLANKET PURCHASE ORDER	724.25	
							VENDOR TOTAL *	1,444.24	
0006982	00	RINGSIDE							
2108166		PI3246	039436	00	04/15/2020	001-1209-421.20-11	GENERAL	26.95	
2108166		PI3247	039436	00	04/15/2020	001-1209-421.30-79	GENERAL	552.00	
							VENDOR TOTAL *	578.95	
0006579	00	RISE BROADBAND							
0135917 0420		PI3238	038704	00	04/15/2020	029-2034-466.20-99	BLANKET PURCHASE ORDER	87.79	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006579	00	RISE BROADBAND							
							VENDOR TOTAL *	87.79	
0001305	00	SAWYER GAS N WASH INC							
32820-13		PI3265	038564	00	04/15/2020	001-1004-424.20-99	BLANKET PURCHASE ORDER	14.45	
32820-29		PI3361	038564	00	04/15/2020	001-1209-421.20-99	BLANKET PURCHASE ORDER	314.02	
							VENDOR TOTAL *	328.47	
0003037	00	SCHEMMER ASSOCIATES INC							
07509-001-13		PI3257	037781	00	04/15/2020	001-2026-451.40-13	GENERAL	2,674.40	
							VENDOR TOTAL *	2,674.40	
0003375	00	STATE OF NEBRASKA - CELLULAR							
1211997		PI3240	038837	00	04/15/2020	001-1015-415.20-12	BLANKET PURCHASE ORDER	1,448.88	
1211993		PI3236	038634	00	04/15/2020	001-1209-421.20-99	GENERAL	14.70	
							VENDOR TOTAL *	1,463.58	
0006223	00	T SQUARE SUPPLY LLC							
26940		PI3223	038568	00	04/15/2020	012-2025-431.30-64	BLANKET PURCHASE ORDER	51.16	
							VENDOR TOTAL *	51.16	
0006416	00	TED'S COVERS AND TARPS							
5008		PI3301	039459	00	04/15/2020	001-1209-421.20-60	FIELD PURCHASE ORDER	120.00	
							VENDOR TOTAL *	120.00	
0006654	00	THE LIBRARY STORE INC							
443636		PI3216	039438	00	04/15/2020	001-2031-455.30-79	GENERAL	163.78	
							VENDOR TOTAL *	163.78	
0003598	00	TIME WARNER CABLE							
0113917 0420		PI3348	038516	00	04/15/2020	001-2029-451.20-12	GENERAL	120.39	
							VENDOR TOTAL *	120.39	
0006707	00	TRISTAR RISK MANAGEMENT							
99838		PI3289	039143	00	04/15/2020	061-0661-441.10-26	BLANKET PURCHASE ORDER	4,750.00	
							VENDOR TOTAL *	4,750.00	
0006984	00	TRITECH SOFTWARE SYSTEMS							
274209		PI3305	039490	00	04/15/2020	001-1206-422.40-15	GENERAL	20,250.00	CAD-US DIGITAL DESIGNS PHOENIX G2 INTERFACE
							VENDOR TOTAL *	20,250.00	
0006096	00	VERIZON WIRELESS							
9851032503		PI3379	038659	00	04/15/2020	001-2031-455.20-65	GENERAL	200.05	
							VENDOR TOTAL *	200.05	
0003337	00	WASTE CONNECTIONS INC							
5540807		000321		00	04/15/2020	001-1013-432.20-21	MAR 20	73,812.55	Hauling fees to coalition
5540862		PI3364	038628	00	04/15/2020	001-1206-422.20-99	BLANKET PURCHASE ORDER	157.70	
5540862		PI3365	038628	00	04/15/2020	001-1209-421.20-99	BLANKET PURCHASE ORDER	204.19	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003337	00	WASTE CONNECTIONS INC							
5540912		PI3383	038694	00	04/15/2020	001-2026-451.20-99	GENERAL	867.00	
5540912		PI3384	038694	00	04/15/2020	001-2027-452.20-99	GENERAL	58.00	
5540912		PI3385	038694	00	04/15/2020	001-2030-451.20-99	GENERAL	59.04	
5540783		PI3380	038675	00	04/15/2020	001-2031-455.20-99	BLANKET PURCHASE ORDER	90.00	
5540783		PI3381	038675	00	04/15/2020	001-2031-455.20-99	GENERAL	29.00	
5540912		PI3386	038694	00	04/15/2020	001-2042-440.20-99	GENERAL	58.00	
5540862		PI3366	038628	00	04/15/2020	012-2025-431.20-99	BLANKET PURCHASE ORDER	238.95	
							VENDOR TOTAL *	75,574.43	
0005116	00	WIESE PLUMBING & EXCAVATING INC							
12241		PI3302	039475	00	04/15/2020	012-2032-431.30-48	GENERAL	10,343.75	
							VENDOR TOTAL *	10,343.75	
0006556	00	ZOOBEAN INC							
16203		PI3407	039497	00	04/15/2020	001-2031-419.30-55	GENERAL	1,125.00	
							VENDOR TOTAL *	1,125.00	
				00	General Fund		BANK TOTAL *	521,584.28	30,950.92

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003370	00	BLUE CROSS BLUE SHIELD OF NEBRASKA							
04/06/20		MANUAL000305		01	04/06/2020	060-0660-442.70-01	03/25/20-03/31/20	CHECK #: 101316	66,152.82
04/06/20		MANUAL000306		01	04/06/2020	060-0660-443.70-01	03/25/20-03/31/20	CHECK #: 101316	632.39
04/08/20		MANUAL000308		01	04/08/2020	060-0660-442.70-01	04/01/20-04/07/20	CHECK #: 101317	61,336.52
04/08/20		MANUAL000309		01	04/08/2020	060-0660-443.70-01	04/01/20-04/07/20	CHECK #: 101317	2,502.53
							VENDOR TOTAL *	.00	130,624.26
0006845	00	ROCKY MOUNTAIN RESERVE LLC							
04/06/20		MANUAL000303		01	04/06/2020	060-0660-444.70-01	03/30/20-04/05/20	CHECK #: 101315	354.21
							VENDOR TOTAL *	.00	354.21
				01	Employee Benefits		BANK TOTAL *	.00	130,978.47

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003419	00	GREATER FREMONT DEVELOPMENT COUNCIL							
5532		PI3408	039501	02	04/15/2020	011-2059-465.20-33	BLANKET PURCHASE ORDER	2,500.00	
							VENDOR TOTAL *	2,500.00	
0005674	00	OLSSON							
353756		PI3346	037362	02	04/15/2020	011-2059-465.20-31	BLANKET PURCHASE ORDER	6,370.71	
							VENDOR TOTAL *	6,370.71	
				02	Special Revenue		BANK TOTAL *	8,870.71	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003400	00	VILLAGE OF INGLEWOOD							
FEB 2020		PI3363	038605	04	04/15/2020	020-2066-490.60-15	FIELD PURCHASE ORDER	2,515.21	
							VENDOR TOTAL *	2,515.21	
				04	Keno Fund		BANK TOTAL *	2,515.21	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002675	00	CENTURYLINK (QWEST)							
4027272600	0420	PI3183	038213	09	04/15/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	17.86	
4027272600	0420	PI3184	038213	09	04/15/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	76.13	
4027210396	0320	PI3210	038729	09	04/15/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	96.30	
4027219522	0420	PI3307	038213	09	04/15/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	15.43	
4027219522	0420	PI3308	038213	09	04/15/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	75.35	
4027218752	0420	PI3336	038602	09	04/15/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	119.51	
							VENDOR TOTAL *	400.58	
0000930	00	GREAT PLAINS COMMUNICATIONS INC							
9926520001	0320	PI3211	038770	09	04/15/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	92.32	
							VENDOR TOTAL *	92.32	
0001167	00	HY-VEE							
032320 911		PI3415	039452	09	04/15/2020	033-0789-421.30-41	GENERAL	368.22	
							VENDOR TOTAL *	368.22	
0002888	00	OFFICENET							
937442-0		PI3244	039428	09	04/15/2020	033-0789-421.30-31	GENERAL	9.95	
							VENDOR TOTAL *	9.95	
0003375	00	STATE OF NEBRASKA - CELLULAR							
1212033		PI3239	038730	09	04/15/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	768.00	
							VENDOR TOTAL *	768.00	
				09	E911		BANK TOTAL *	1,639.07	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001070	00	DODGE COUNTY REGISTER OF DEEDS							
04082020		PI3420	039515	32	04/15/2020	032-0787-490.20-33	BLANKET PURCHASE ORDER	10.00	
							VENDOR TOTAL *	10.00	
0001131	00	FREMONT TRIBUNE							
908960		PI3200	038577	32	04/15/2020	032-0787-490.20-99	BLANKET PURCHASE ORDER	52.36	
							VENDOR TOTAL *	52.36	
				32	CDBG Revolving Loan account		BANK TOTAL *	62.36	
							HAND ISSUED TOTAL ***		130,978.47
							EFT/EPAY TOTAL ***		30,950.92
							TOTAL EXPENDITURES ****	534,671.63	161,929.39
							GRAND TOTAL **********		696,601.02

PREPARED 03/30/2020 9:36:00 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 03302020 ANDERSEND
PAYMENT TYPES
Checks . . . . . Y
EFTs . . . . . Y
ePayables . . . . . Y
VOUCHER SELECTION CRITERIA
Voucher/discount due date 03/30/2020
All banks . . . . . A
REPORT SEQUENCE OPTIONS:
Vendor . . . . . X One vendor per page? (Y,N) . . . . . N
Bank/Vendor . . . . . One vendor per page? (Y,N) . . . . . N
Fund/Dept/Div . . . . . Validate cash on hand? (Y,N) . . . . . N
Fund/Dept/Div/Element/Obj . . . . . Validate cash on hand? (Y,N) . . . . . N
Proj/Fund/Dept/Div/Elm/Obj . . . . . .
This report is by: Vendor
Process by bank code? (Y,N) . . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/06
Payment date 03/30/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004760	00	SOUTHWEST POWER POOL INC							
20200326-FREM				00	03/30/2020	051-5105-555.50-00	SPP Settle 03/18-03/24/20	EFT:	60,603.73
							VENDOR TOTAL *	.00	60,603.73
0003109	00	UPS							
5E9752130				00	03/30/2020	051-5001-940.60-79	03/28/20 Serv Chrg Share	7.75	
5E9752130				00	03/30/2020	051-5001-940.60-79	03/28/20 Serv Chrg Share	7.75	
5E9752130				00	03/30/2020	053-6105-502.50-23	Water Samples	85.86	
5E9752130				00	03/30/2020	055-7105-502.60-79	Environmental Analysis So	322.82	
							VENDOR TOTAL *	424.18	
							EFT/EPAY TOTAL ***		60,603.73
							TOTAL EXPENDITURES ****	424.18	60,603.73
						GRAND TOTAL	**********		61,027.91

PREPARED 04/02/2020 8:18:10 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 04022020 ANDERSEND

PAYMENT TYPES
- Checks . . . . . Y
- EFTs . . . . . Y
- ePayables . . . . . Y

VOUCHER SELECTION CRITERIA
- Voucher/discount due date 04/02/2020
- All banks . . . . . A

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

This report is by: Vendor
- Process by bank code? (Y,N) . . . . . Y
- Print reports in vendor name sequence? (Y,N) . . Y
- Calendar year for 1099 withholding 2020
- Disbursement year/per 2020/07
- Payment date 04/02/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584	00	CEI							
20200402		PR0402		00	04/02/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	123,316.73
							VENDOR TOTAL *	.00	123,316.73
0004192	00	PAYROLL EFT DEDUCTIONS							
20200402		PR0402		00	04/02/2020	051-0000-241.00-00	PAYROLL SUMMARY	184,507.26	
							VENDOR TOTAL *	184,507.26	
							EFT/EPAY TOTAL ***		123,316.73
							TOTAL EXPENDITURES ****	184,507.26	123,316.73
						GRAND TOTAL	**********		307,823.99

Account Number	Employee Name	Social Security	Deposit Amount

Final Total 292,196.49 Count 176

DEPARTMENT OF UTILITIES
ELECTRONIC WITHDRAWAL LIST

FOR UTILITIES AND INFRASTRUCTURE BOARD MEETING: 4/14/20

AJ GROUP NO	VENDOR NAME	WITHDRAWAL DATE	ACCOUNT NO	ITEM DESCRIPTION	WITHDRAWAL AMOUNT
6514	TSYS MERCHANT SOLUTIONS	04/03/20	051-5001-903-60-77	CREDIT CARD FEES	2,528.58
6514	TSYS MERCHANT SOLUTIONS	04/03/20	051-5001-903-60-77	CREDIT CARD FEES	9,613.34
6513	VANTIV	04/06/20	051-5001-903-60-77	KIOSK CREDIT CARD FEES	18.20
				TOTAL EXPENDITURES	12,160.12

PREPARED 04/06/2020 8:23:37 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 04062020 ANDERSEND

PAYMENT TYPES
- Checks . . . . . Y
- EFTs . . . . . Y
- ePayables . . . . . Y

VOUCHER SELECTION CRITERIA
- Voucher/discount due date 04/06/2020
- All banks . . . . . A

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

This report is by: Vendor
- Process by bank code? (Y,N) . . . . . Y
- Print reports in vendor name sequence? (Y,N) . . Y
- Calendar year for 1099 withholding 2020
- Disbursement year/per 2020/07
- Payment date 04/06/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004760	00	SOUTHWEST POWER POOL INC							
20200402-FREM				00	04/06/2020	051-5105-555.50-00	SPP Settle 03/25-03/31/20	EFT:	57,617.46
							VENDOR TOTAL *	.00	57,617.46
							EFT/EPAY TOTAL ***		57,617.46
							TOTAL EXPENDITURES ****	.00	57,617.46
							GRAND TOTAL **********		57,617.46

Nebraska Department of REVENUE
www.revenue.ne.gov

Nebraska and Local Sales and Use Tax Return

FORM 10

Tax Cat.	Nebr. I.D. Number	Rpt. Code	Tax Period
1	55808	1	3/2020

Reference No.: 01B005810434
Date Filed: Fri, Apr 03, 2020 09:00:15 AM
Scheduled Payment Amount: 284,529.67
Scheduled Payment Date: Wed, Apr 15, 2020

27753

Due Date: 04/20/2020

NAME AND LOCATION

DEPARTMENT OF UTILITIES
400 E MILITARY AVE
FREMONT, NE 68025-5141

NAME AND MAILING ADDRESS

DEPARTMENT OF UTILITIES
400 E MILITARY AVE
FREMONT, NE 68025-5141

☐ **Check the box if your business has permanently closed, has been sold to someone else, or your permit is no longer needed. New owners must apply for their own sales tax permit.**

1	Gross sales and services in Nebraska			1	6,795,617.00
2	Net Nebraska taxable sales			2	4,036,863.00
3	Nebraska sales tax (line 2 multiplied by .055)			3	222,027.47
4	Nebraska use tax	4	10,273.05		
5	Local use tax from Nebraska Schedule I	5	2,801.74		
6	Local sales tax from Nebraska Schedule I			6	49,502.41
7	Total Nebraska and local sales tax (line 3 plus line 6)			7	271,529.88
8	Sales tax collection fee (line 7 multiplied by .025; Maximum allowed $75.00 per location)			8	75.00
9	Sales tax due (line 7 **minus** line 8)			9	271,454.88
10	Total Nebraska and local use tax (line 4 plus line 5)			10	13,074.79
11	Total Nebraska and local sales and use tax due (line 9 plus line 10)			11	284,529.67
12	Previous balance with applicable interest at 5.0% per year and payments received through			12	

13	BALANCE DUE (line 11 plus or minus line 12). Pay in full	13	284,529.67

Under penalties of law, I declare that, as a taxpayer or preparer I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is correct and complete.

DO NOT FILE

NE Sales & Use Tax for the month of March 2020

Sales Tax Payable	051-0000-236-0000	$	271,529.89
Use Tax	051-0000-236-0100	$	13,028.35
	053-0000-236-0100	$	27.93
	057-0000-236-0100	$	18.51

Collection Fee	051-5001-421-0000	$	75.01
Cash/Total Due	051-0000-131-0000	$	284,483.23
	053-0000-131-0000	$	27.93
	057-0000-131-0000	$	18.51

PREPARED 04/09/2020 10:57:16 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 04092020 ANDERSEND
PAYMENT TYPES
Checks . . . . . Y
EFTs . . . . . Y
ePayables . . . . . Y
VOUCHER SELECTION CRITERIA
Voucher/discount due date 04/15/2020
All banks . . . . . A
REPORT SEQUENCE OPTIONS:
Vendor . . . . . X One vendor per page? (Y,N) . . . . . N
Bank/Vendor . . . . . One vendor per page? (Y,N) . . . . . N
Fund/Dept/Div . . . . . Validate cash on hand? (Y,N) . . . . . N
Fund/Dept/Div/Element/Obj . . . . . Validate cash on hand? (Y,N) . . . . . N
Proj/Fund/Dept/Div/Elm/Obj . . . . . .
This report is by: Vendor
Process by bank code? (Y,N) . . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/07
Payment date 04/15/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000442	00	A-TEC RECYCLING INC							
20039-51561		PI3337		00	04/15/2020	051-5205-580.60-61	PO NUM 052103	EFT:	2,462.56
							VENDOR TOTAL *	.00	2,462.56
0000959	00	ACE HARDWARE							
117717/3		PI3127		00	04/15/2020	051-5205-580.50-35	PO NUM 053360	160.49	
							VENDOR TOTAL *	160.49	
0004995	00	ACME CONTROLS							
996234		PI3346		00	04/15/2020	055-7105-502.60-59	PO NUM 053491	554.02	
							VENDOR TOTAL *	554.02	
0004604	00	AEROMET ENGINEERING INC							
36340RS		PI3364		00	04/15/2020	051-5105-502.60-62	PO NUM 053538	265.00	
							VENDOR TOTAL *	265.00	
0004276	00	AIRGAS USA LLC							
9099599984		PI3132		00	04/15/2020	051-5105-502.50-35	PO NUM 053423	EFT:	727.77
9099762205		PI3267		00	04/15/2020	051-5105-502.50-35	PO NUM 053442	EFT:	310.46
							VENDOR TOTAL *	.00	1,038.23
0001549	00	ALLIED OIL & TIRE CO INC							
487565-00		PI3260		00	04/15/2020	051-5105-502.50-35	PO NUM 052911	1,685.25	
							VENDOR TOTAL *	1,685.25	
0002612	00	ALTEC INDUSTRIES INC							
50554213		PI3133		00	04/15/2020	051-5205-580.50-48	PO NUM 053459	38.48	
50554213		PI3134		00	04/15/2020	051-5205-580.60-59	PO NUM 053459	406.40	
50554213		PI3135		00	04/15/2020	051-5205-580.60-79	PO NUM 053459	13.90	
11370355		PI3202		00	04/15/2020	051-5205-580.50-35	PO NUM 053080	683.23	
11370355		PI3203		00	04/15/2020	051-5205-580.60-79	PO NUM 053080	26.75	
							VENDOR TOTAL *	1,168.76	
0003973	00	AMAZON CAPITAL SERVICES INC							
1K746XNM4H76		PI3208		00	04/15/2020	051-5001-922.50-42	PO NUM 053413	EFT:	123.80
							VENDOR TOTAL *	.00	123.80
0004585	00	AMERICAN BROADBAND INTERNET							
51262 0420		PI3225		00	04/15/2020	051-5001-922.50-53	PO NUM 052211	439.40	
							VENDOR TOTAL *	439.40	
9999999	00	ARELLANO, FRANCISCO							
000074299		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	73.43	
							VENDOR TOTAL *	73.43	
0002456	00	ARGO TURBOSERVE CORPORATION							
GT SI-000014756		PI3331		00	04/15/2020	051-0000-153.00-00	PO NUM 052684	EFT:	17,605.00
							VENDOR TOTAL *	.00	17,605.00
0004025	00	ASSOCIATED FIRE PROTECTION							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004025	00	ASSOCIATED FIRE PROTECTION							
85259		PI3261		00	04/15/2020	051-5105-502.50-35	PO NUM 053047	EFT:	450.48
							VENDOR TOTAL *	.00	450.48
0004904	00	ATLAS COPCO COMPRESSORS LLC							
1120031304		PI3101		00	04/15/2020	051-5105-502.60-65	PO NUM 046436	14,134.43	
							VENDOR TOTAL *	14,134.43	
0002637	00	BABCOCK & WILCOX CO (DIAMOND POWER)							
557851		PI3333		00	04/15/2020	051-0000-153.00-00	PO NUM 053501	233.02	
							VENDOR TOTAL *	233.02	
0005074	00	BENTLY NEVADA LLC							
1010549362		PI3263		00	04/15/2020	055-7105-502.50-35	PO NUM 053269	EFT:	2,290.68
							VENDOR TOTAL *	.00	2,290.68
0003545	00	BOMGAARS SUPPLY INC							
16513843		PI3237		00	04/15/2020	051-5001-940.50-35	PO NUM 052068	33.33	
16514586		PI3238		00	04/15/2020	051-5001-940.50-35	PO NUM 052068	125.81	
							VENDOR TOTAL *	159.14	
0002902	00	BORDER STATES / KRIZ-DAVIS							
919700415		PI3091		00	04/15/2020	051-0000-154.00-00	PO NUM 052872	EFT:	196.88
919700416		PI3093		00	04/15/2020	051-0000-154.00-00	PO NUM 053119	EFT:	22.99
919700417		PI3095		00	04/15/2020	051-0000-154.00-00	PO NUM 053281	EFT:	2,487.32
919700418		PI3098		00	04/15/2020	051-0000-154.00-00	PO NUM 053330	EFT:	4,708.00
919723877		PI3190		00	04/15/2020	051-0000-154.00-00	PO NUM 052665	EFT:	1,007.88
919723878		PI3192		00	04/15/2020	051-0000-154.00-00	PO NUM 053129	EFT:	771.17
919735841		PI3244		00	04/15/2020	055-7205-583.50-35	PO NUM 052078	EFT:	124.03
919735244		PI3303		00	04/15/2020	055-7205-583.50-35	PO NUM 052078	EFT:	124.03
							VENDOR TOTAL *	.00	9,442.30
0004810	00	BRANDSAFWAY SOLUTIONS LLC							
731-D005655		PI3205		00	04/15/2020	051-5105-502.60-61	PO NUM 053291	7,383.00	
731-D005655		PI3206		00	04/15/2020	051-5105-502.60-76	PO NUM 053291	1,235.85	
731-D005655		PI3207		00	04/15/2020	051-5105-502.60-79	PO NUM 053291	224.70	
731-D005680		PI3211		00	04/15/2020	051-5105-502.60-59	PO NUM 053461	7,415.10	
731-D005673		PI3229		00	04/15/2020	051-5105-502.60-59	PO NUM 053076	72,030.80	Internal boiler scaffolding for Unit 8 outage at power plant.
731-D005674		PI3230		00	04/15/2020	051-5105-502.60-59	PO NUM 053076	28,865.32	
731-D005640		PI3262		00	04/15/2020	051-5105-502.60-59	PO NUM 053076	12,700.90	
							VENDOR TOTAL *	129,855.67	
9999999	00	BRENN, ALEXA M							
000080173		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	113.15	
							VENDOR TOTAL *	113.15	
9999999	00	BRYANT, HEATHER R							
000079053		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	141.63	
							VENDOR TOTAL *	141.63	
0004518	00	CAPPEL AUTO SUPPLY INC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004518	00	CAPPEL AUTO SUPPLY INC							
2634-00-015615		PI3249		00	04/15/2020	051-5001-940.50-35	PO NUM 052100	127.54	
2634-00-015163		PI3252		00	04/15/2020	051-5001-940.50-35	PO NUM 052100	76.59	
2634-00-015821		PI3251		00	04/15/2020	051-5105-502.50-48	PO NUM 052100	40.65	
2634-00-015216		PI3247		00	04/15/2020	051-5205-580.50-35	PO NUM 052100	185.73	
2634-00-015406		PI3248		00	04/15/2020	057-8205-870.50-48	PO NUM 052100	230.53	
2634-00-015713		PI3250		00	04/15/2020	057-8205-870.50-48	PO NUM 052100	226.72	
							VENDOR TOTAL *	887.76	
0004144	00	CARPENTER PAPER COMPANY							
334257-00		PI3194		00	04/15/2020	051-0000-154.00-00	PO NUM 053377	1,018.02	
							VENDOR TOTAL *	1,018.02	
0003817	00	CED AUTOMATION OMAHA							
5411-599299		PI3125		00	04/15/2020	051-5105-502.50-35	PO NUM 053342	62.11	
							VENDOR TOTAL *	62.11	
0000584	00	CEI							
APR 20 WC				00	04/15/2020	051-5001-919.20-29	Apr 2020 Workers Comp	EFT:	31,250.00
							VENDOR TOTAL *	.00	31,250.00
0004615	00	CENTRAL PLAINS ENERGY PROJECT*WIRE*							
032012A197				00	04/15/2020	057-8205-807.50-02	Mar'20 CPEP3	68,587.50	Natural gas purchases
032018A885				00	04/15/2020	057-8205-807.50-02	Mar'20 CPEP4	21,777.50	
							VENDOR TOTAL *	90,365.00	
0002951	00	CENTRAL STATES GROUP							
1392768-00		PI3128		00	04/15/2020	051-5105-502.50-35	PO NUM 053389	65.19	
1392768-00		PI3129		00	04/15/2020	051-5105-502.60-79	PO NUM 053389	149.16	
							VENDOR TOTAL *	214.35	
0002675	00	CENTURYLINK							
4027216169	0420	PI3253		00	04/15/2020	051-5001-922.50-53	PO NUM 052104	95.65	
4027216223	0420	PI3254		00	04/15/2020	051-5001-922.50-53	PO NUM 052104	92.86	
4027219747	0420	PI3255		00	04/15/2020	051-5001-922.50-53	PO NUM 052104	54.34	
							VENDOR TOTAL *	242.85	
9999999	00	CHRIST, JOHNATHA							
000075913		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	129.28	
							VENDOR TOTAL *	129.28	
0001024	00	CHRISTENSEN LUMBER INC							
CLC00575117-001		PI3264		00	04/15/2020	051-5105-502.50-35	PO NUM 053365	843.95	
							VENDOR TOTAL *	843.95	
0004474	00	CIRCUIT BREAKER SALES CO INC							
30358-A		PI3105		00	04/15/2020	051-5105-502.60-61	PO NUM 052794	7,641.82	
30358-A		PI3106		00	04/15/2020	051-5105-502.60-79	PO NUM 052794	203.78	
							VENDOR TOTAL *	7,845.60	
9999999	00	CLARK, MIKE T							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	CLARK, MIKE T							
000026321		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	34.40	
							VENDOR TOTAL *	34.40	
0003615	00	COLE PAPERS INC							
9812859		PI3100		00	04/15/2020	051-0000-154.00-00	PO NUM 053451	EFT:	867.99
							VENDOR TOTAL *	.00	867.99
0005143	00	CP ENVIRONMENTAL LLC							
C50106		PI3109		00	04/15/2020	051-5105-502.60-59	PO NUM 053233	EFT:	18,000.00
							VENDOR TOTAL *	.00	18,000.00
0001643	00	CULLIGAN OF OMAHA							
144105 0320		PI3257		00	04/15/2020	055-7105-502.50-95	PO NUM 052423	55.00	
144105 0320		PI3258		00	04/15/2020	055-7105-502.60-76	PO NUM 052423	26.00	
							VENDOR TOTAL *	81.00	
0003185	00	DEPARTMENT OF ENERGY							
BFPB002860320				00	04/15/2020	051-5105-555.50-00	Mar 2020	EFT:	49,801.41
								WAPA Hyrdro power via PPA	
							VENDOR TOTAL *	.00	49,801.41
0004546	00	DEZURIK APCO HILTON							
RPI/66004600		PI3196		00	04/15/2020	051-0000-153.00-00	PO NUM 053408	1,108.23	
RPI/66004732		PI3197		00	04/15/2020	051-0000-153.00-00	PO NUM 053408	11.83	
							VENDOR TOTAL *	1,120.06	
0002897	00	DIERS INC							
5016994		PI3239		00	04/15/2020	051-5205-580.50-48	PO NUM 052071	EFT:	134.22
							VENDOR TOTAL *	.00	134.22
0001313	00	DILLON CHEVROLET FREMONT INC, SID							
1CCS589502		PI3361		00	04/15/2020	053-6205-583.50-48	PO NUM 053530	23.56	
1CCS589502		PI3362		00	04/15/2020	053-6205-583.60-59	PO NUM 053530	312.50	
1TCS587393		PI3240		00	04/15/2020	057-8205-870.60-59	PO NUM 052072	91.88	
1TCS590357		PI3241		00	04/15/2020	057-8205-870.50-48	PO NUM 052072	96.30	
1TCS590357		PI3242		00	04/15/2020	057-8205-870.60-59	PO NUM 052072	125.00	
							VENDOR TOTAL *	649.24	
0004876	00	DITCH WITCH UNDERCON							
W04399		PI3126		00	04/15/2020	057-8205-870.60-59	PO NUM 053356	EFT:	945.30
							VENDOR TOTAL *	.00	945.30
0001070	00	DODGE COUNTY REGISTER OF DEEDS							
202001848		PI3366		00	04/15/2020	051-5001-919.60-77	PO NUM 053545	10.00	
							VENDOR TOTAL *	10.00	
9999999	00	DOERNEMAN, VIOLA C							
000015159		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	461.56	
							VENDOR TOTAL *	461.56	
9999999	00	DOOLEY, VINCE							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	DOOLEY, VINCE							
000033081		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	176.85	
							VENDOR TOTAL *	176.85	
0002710	00	DOWCO VALVE CO INC							
33633		PI3110		00	04/15/2020	051-5105-502.50-35	PO NUM 053290	EFT:	20.73
33633		PI3111		00	04/15/2020	051-5105-502.50-35	PO NUM 053290	EFT:	210.14
33633		PI3112		00	04/15/2020	051-5105-502.50-35	PO NUM 053290	EFT:	282.65
33633		PI3113		00	04/15/2020	051-5105-502.50-35	PO NUM 053290	EFT:	1,906.08
33633		PI3114		00	04/15/2020	051-5105-502.60-59	PO NUM 053290	EFT:	1,402.92
33633		PI3115		00	04/15/2020	051-5105-502.60-59	PO NUM 053290	EFT:	255.28
33633		PI3116		00	04/15/2020	051-5105-502.60-59	PO NUM 053290	EFT:	195.34
33633		PI3117		00	04/15/2020	051-5105-502.60-59	PO NUM 053290	EFT:	255.28
33633		PI3118		00	04/15/2020	051-5105-502.60-59	PO NUM 053290	EFT:	398.46
33633		PI3119		00	04/15/2020	051-5105-502.60-59	PO NUM 053290	EFT:	195.34
33633		PI3120		00	04/15/2020	051-5105-502.60-59	PO NUM 053290	EFT:	903.46
33633		PI3121		00	04/15/2020	051-5105-502.60-59	PO NUM 053290	EFT:	903.46
33633		PI3122		00	04/15/2020	051-5105-502.60-59	PO NUM 053290	EFT:	255.28
33633		PI3123		00	04/15/2020	051-5105-502.60-59	PO NUM 053290	EFT:	255.28
33705		PI3204		00	04/15/2020	051-5105-502.60-59	PO NUM 053290	EFT:	4,922.00
							VENDOR TOTAL *	.00	12,361.70
0003091	00	DUTTON-LAINSON CO							
S12701-1		PI3092		00	04/15/2020	051-0000-154.00-00	PO NUM 052932	EFT:	727.60
S13786-1		PI3096		00	04/15/2020	051-0000-154.00-00	PO NUM 053287	EFT:	3,852.00
S13842-1		PI3097		00	04/15/2020	051-0000-154.00-00	PO NUM 053316	EFT:	1,324.12
S12738-2		PI3191		00	04/15/2020	051-0000-154.00-00	PO NUM 052944	EFT:	16,211.79
S13517-1		PI3349		00	04/15/2020	051-0000-154.00-00	PO NUM 053201	EFT:	16,211.79
S13517-2		PI3350		00	04/15/2020	051-0000-154.00-00	PO NUM 053201	EFT:	13,509.82
S12415-2		PI3342		00	04/15/2020	057-8001-950.80-50	PO NUM 052800 Iron mobile radio for meter reading	EFT:	23,326.00
S12415-1		PI3212		00	04/15/2020	057-8205-870.60-65	PO NUM 053484	EFT:	267.50
							VENDOR TOTAL *	.00	75,430.62
0003087	00	EAKES OFFICE SOLUTIONS							
7994525-0		PI3099		00	04/15/2020	051-0000-154.00-00	PO NUM 053448	454.96	
7981642-0		PI3193		00	04/15/2020	051-0000-154.00-00	PO NUM 053277	696.96	
7981502-0		PI3124		00	04/15/2020	051-5001-940.50-61	PO NUM 053321	348.71	
							VENDOR TOTAL *	1,500.63	
0002959	00	EGAN SUPPLY CO							
317032		PI3235		00	04/15/2020	051-0000-154.00-00	PO NUM 053452	169.27	
317120		PI3236		00	04/15/2020	051-0000-154.00-00	PO NUM 053471	345.91	
317120		PI3268		00	04/15/2020	051-5001-940.60-79	PO NUM 053471	4.28	
							VENDOR TOTAL *	519.46	
0004462	00	ELECTRICAL RELIABILITY SERVICES INC							
51043678		PI3107		00	04/15/2020	051-5105-502.60-59	PO NUM 052990	16,477.00	
							VENDOR TOTAL *	16,477.00	
0004551	00	ELEMETAL FABRICATION LLC							

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0004551	00	ELEMETAL FABRICATION LLC							
16464		PI3269		00	04/15/2020	051-5001-940.50-35	PO NUM 053481	302.38	
16404		PI3104		00	04/15/2020	051-5105-502.50-35	PO NUM 052087	226.39	
16511		PI3245		00	04/15/2020	051-5205-580.50-48	PO NUM 052087	244.74	
							VENDOR TOTAL *	773.51	
0001091	00	EMANUEL PRINTING INC							
14332		PI3130		00	04/15/2020	051-5001-903.50-40	PO NUM 053402	183.14	
14345		PI3131		00	04/15/2020	051-5001-903.50-31	PO NUM 053422	181.56	
							VENDOR TOTAL *	364.70	
0005017	00	EMBROIDERY CONNECTION							
46117		PI3200		00	04/15/2020	051-5001-903.60-78	PO NUM 052824	237.54	
46117		PI3201		00	04/15/2020	051-5001-903.60-78	PO NUM 052824	189.39	
							VENDOR TOTAL *	426.93	
0005040	00	EMERSON PROCESS MANAGEMENT POWER &							
9081373		PI3102		00	04/15/2020	051-5001-950.80-50	PO NUM 049403	EFT:	15,677.40
9081373		PI3103		00	04/15/2020	053-6105-502.60-58	PO NUM 049403	EFT:	6,296.60
							VENDOR TOTAL * Progress payment on SCADA project	.00	21,974.00
0004391	00	ENGINEERED PUMP SERVICES INC							
47479		PI3094		00	04/15/2020	051-0000-153.00-00	PO NUM 053186	6,335.47	
							VENDOR TOTAL *	6,335.47	
0004026	00	ENVIRONMENTAL ANALYSIS SOUTH INC							
155150		PI3108		00	04/15/2020	051-5105-502.60-61	PO NUM 053082	470.00	
							VENDOR TOTAL *	470.00	
0003771	00	ENVIRONMENTAL EXPRESS INC							
1000595195		PI3265		00	04/15/2020	055-7105-502.50-35	PO NUM 053392	959.50	
1000595205		PI3266		00	04/15/2020	055-7105-502.50-35	PO NUM 053392	1,239.37	
							VENDOR TOTAL *	2,198.87	
9999999	00	FARRENS, KEN J							
000028753		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	18.09	
							VENDOR TOTAL *	18.09	
0002050	00	FASTENAL CO							
NEFRE174291		PI3243		00	04/15/2020	051-5001-940.50-35	PO NUM 052073	EFT:	116.39
NEFRE174289		PI3220		00	04/15/2020	051-5105-502.50-35	PO NUM 052073	EFT:	216.74
NEFRE174381		PI3352		00	04/15/2020	051-5105-502.50-35	PO NUM 052073	EFT:	81.06
							VENDOR TOTAL *	.00	414.19
0001729	00	FCX PERFORMANCE INC							
4546264		PI3195		00	04/15/2020	051-0000-153.00-00	PO NUM 053381	1,327.10	
							VENDOR TOTAL *	1,327.10	
0004993	00	FIKES COMMERCIAL HYGIENE LLC							
24742		PI3256		00	04/15/2020	051-5001-932.60-61	PO NUM 052107	EFT:	164.78

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0004993	00	FIKES COMMERCIAL HYGIENE LLC							
							VENDOR TOTAL *	.00	164.78
0004503	00	FLAGSHOOTER INC							
120106101		PI3270		00	04/15/2020	055-7205-583.60-61	PO NUM 053524	200.00	
							VENDOR TOTAL *	200.00	
0004833	00	FREMONT AREA UNITED WAY							
MAR'20 CARESHAR				00	04/15/2020	055-0000-242.02-00	Mar 2020 Care & Share	EFT:	369.56
							VENDOR TOTAL *	.00	369.56
9999999	00	GARCIA, TERESITA D							
000077321		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	48.83	
							VENDOR TOTAL *	48.83	
9999999	00	GIL REYES, FRANK							
000079599		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	85.87	
							VENDOR TOTAL *	85.87	
0004677	00	GOVCONNECTION INC							
57600257		PI3145		00	04/15/2020	051-5001-922.50-42	PO NUM 053228	EFT:	1,541.59
57593560		PI3149		00	04/15/2020	051-5001-950.80-50	PO NUM 053296 VMware VSan ready node CCR 2020-054	EFT:	105,702.60
57586214		PI3150		00	04/15/2020	051-5001-922.50-42	PO NUM 053297	EFT:	3,929.50
57593738		PI3151		00	04/15/2020	051-5001-950.80-50	PO NUM 053337	EFT:	8,402.64
57593738		PI3152		00	04/15/2020	051-5205-580.50-40	PO NUM 053337	EFT:	438.96
57593738		PI3153		00	04/15/2020	051-5205-580.50-61	PO NUM 053337	EFT:	154.32
57597139		PI3154		00	04/15/2020	051-5205-580.60-65	PO NUM 053337	EFT:	1,310.62
							VENDOR TOTAL *	.00	121,480.23
0001445	00	GRAYBAR ELECTRIC CO INC							
9315313759		PI3215		00	04/15/2020	051-0000-156.00-00	PO NUM 052815	25,123.00 7 transformer pads	
							VENDOR TOTAL *	25,123.00	
0002886	00	GREATER FREMONT DEVELOPMENT COUNCIL							
5523		PI3259		00	04/15/2020	051-5001-919.60-65	PO NUM 052795	EFT:	22,500.00
							Ongoing contract service agreement		
							VENDOR TOTAL *	.00	22,500.00
0003155	00	HACH COMPANY							
11898283		PI3209		00	04/15/2020	051-5105-502.50-52	PO NUM 053453	4,518.47	
11898283		PI3210		00	04/15/2020	051-5105-502.60-79	PO NUM 053453	105.89	
11832966		PI3143		00	04/15/2020	055-7105-502.60-59	PO NUM 053124	1,988.00	
							VENDOR TOTAL *	6,612.36	
0004419	00	HANSEN TIRE LLC							
27734		PI3296		00	04/15/2020	051-5001-940.50-48	PO NUM 053480	422.00	
27734		PI3297		00	04/15/2020	051-5001-940.60-59	PO NUM 053480	100.00	
27714		PI3274		00	04/15/2020	051-5205-580.50-48	PO NUM 052076	2.11	
27714		PI3275		00	04/15/2020	051-5205-580.60-59	PO NUM 052076	20.00	
27760		PI3276		00	04/15/2020	051-5205-580.50-48	PO NUM 052076	2.11	
27760		PI3277		00	04/15/2020	051-5205-580.60-59	PO NUM 052076	20.00	

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0004419	00	HANSEN TIRE LLC								
27785		PI3360		00	04/15/2020	051-5205-580.50-48	PO NUM 053529	520.09		
27820		PI3358		00	04/15/2020	055-7105-502.50-35	PO NUM 053445	60.00		
27820		PI3359		00	04/15/2020	055-7105-502.50-48	PO NUM 053445	476.42		
							VENDOR TOTAL *	1,622.73		
0004469	00	HAYES MECHANICAL								
453874		PI3144		00	04/15/2020	051-5105-502.60-59	PO NUM 053215	17,814.16		Boilermakers for Unit 8 Spring outage
454183		PI3288		00	04/15/2020	051-5105-502.60-59	PO NUM 053215	19,559.95		
							VENDOR TOTAL *	37,374.11		
0002794	00	HDR ENGINEERING INC								
1200257647		PI3334		00	04/15/2020	051-5105-502.60-61	PO NUM 051910	EFT:	4,368.00	
							VENDOR TOTAL *	.00	4,368.00	
9999999	00	HONKEN, MARY E								
000015939		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	71.86		
							VENDOR TOTAL *	71.86		
0001167	00	HY-VEE								
03232020		PI3348		00	04/15/2020	051-5105-502.50-35	PO NUM 053537	411.62		
							VENDOR TOTAL *	411.62		
0004358	00	INDELCO PLASTICS CORP								
165869/178458		PI3286		00	04/15/2020	053-6105-502.50-35	PO NUM 053023	581.00		
165869/178458		PI3287		00	04/15/2020	053-6105-502.60-79	PO NUM 053023	19.46		
							VENDOR TOTAL *	600.46		
0001833	00	INDUSTRIAL SALES CO INC								
1060828-000		PI3219		00	04/15/2020	057-0000-154.00-00	PO NUM 053455	1,991.03		
1060828-000		PI3233		00	04/15/2020	057-8205-870.50-35	PO NUM 053455	246.52		
							VENDOR TOTAL *	2,237.55		
9999999	00	INZUNZA GUITIERREZ, CESAR								
000078679		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	86.03		
							VENDOR TOTAL *	86.03		
9999999	00	IRVING, TIFFANY N.								
000066303		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	57.12		
							VENDOR TOTAL *	57.12		
0004284	00	ITRON INC								
550205		PI3164		00	04/15/2020	057-8205-870.60-65	PO NUM 053483	EFT:	1,926.00	
							VENDOR TOTAL *	.00	1,926.00	
0003074	00	JACKSON SERVICES INC								
20200305		PR0305		00	04/15/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	164.14	
20200319		PR0319		00	04/15/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	164.14	
567 - 033120				00	04/15/2020	051-5001-940.50-46	Mar Mats	EFT:	63.16	
567 - 033120				00	04/15/2020	051-5001-940.20-29	Mar Uniforms/Whse	EFT:	86.04	

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0003074	00	JACKSON SERVICES INC							
1110 - 033120				00	04/15/2020	051-5001-932.50-46	Mar Mats/Towels	EFT:	188.74
1110 - 033120				00	04/15/2020	051-5001-940.50-46	Mar Mats/Mops/Towels	EFT:	524.60
567 - 033120				00	04/15/2020	051-5001-940.50-35	Dispenser Hand Sanitizer	EFT:	21.40
567 - 033120				00	04/15/2020	051-5105-502.50-46	Mar Mops	EFT:	66.36
567 - 033120				00	04/15/2020	051-5105-502.20-29	Mar Uniforms	EFT:	911.04
1110 - 033120				00	04/15/2020	051-5105-502.50-46	Mar Mats	EFT:	440.76
567 - 033120				00	04/15/2020	051-5205-580.20-29	Mar Uniforms/Elect Distr	EFT:	1,355.92
567 - 033120				00	04/15/2020	051-5205-580.20-29	Mar Uniforms/Engineers	EFT:	57.52
567 - 033120				00	04/15/2020	053-6205-583.20-29	Mar Uniforms	EFT:	307.08
567 - 033120				00	04/15/2020	055-7105-502.20-29	Mar Uniforms	EFT:	219.88
1110 - 033120				00	04/15/2020	055-7105-502.50-46	Mar Mats/Mops	EFT:	64.62
567 - 033120				00	04/15/2020	057-8205-870.20-29	Mar Uniforms	EFT:	744.08
							VENDOR TOTAL *	.00	5,379.48
0004205	00	JCI INDUSTRIES INC							
8193188		PI3157		00	04/15/2020	051-5105-502.60-59	PO NUM 053400	1,489.44	
8193188		PI3158		00	04/15/2020	051-5105-502.60-59	PO NUM 053400	743.65	
							VENDOR TOTAL *	2,233.09	
0000614	00	JERRY'S ELECTRIC INC							
L03-032-2020		PI3354		00	04/15/2020	051-5205-580.60-61	PO NUM 052177	12.50	
							VENDOR TOTAL *	12.50	
0004708	00	KIMBALL MIDWEST							
7822647		PI3161		00	04/15/2020	051-5001-940.50-35	PO NUM 053418	472.36	
							VENDOR TOTAL *	472.36	
0005047	00	KISTLER CRANE & HOIST							
0051207-IN		PI3146		00	04/15/2020	051-5105-502.50-35	PO NUM 053272	703.14	
0051207-IN		PI3147		00	04/15/2020	051-5105-502.60-59	PO NUM 053272	2,273.75	
0051207-IN		PI3148		00	04/15/2020	051-5105-502.60-79	PO NUM 053272	252.03	
							VENDOR TOTAL *	3,228.92	
0002654	00	LEAGUE ASSN OF RISK MANAGEMENT							
33120		PI3299		00	04/15/2020	051-5001-919.60-63	PO NUM 053523	2,966.00	
33120		PI3300		00	04/15/2020	051-5001-919.60-63	PO NUM 053523	2,966.00	
							VENDOR TOTAL *	5,932.00	
0004541	00	LIBERTY PROCESS EQUIPMENT INC							
0082196-IN		PI3289		00	04/15/2020	055-7105-502.50-35	PO NUM 053226	1,506.33	
							VENDOR TOTAL *	1,506.33	
0004712	00	LOU'S GLOVES INC							
034445		PI3234		00	04/15/2020	055-7105-502.50-35	PO NUM 053475	150.00	
							VENDOR TOTAL *	150.00	
0002867	00	LOWEN CORPORATION							
3052348		PI3155		00	04/15/2020	051-5001-940.50-48	PO NUM 053346	465.15	
3052348		PI3156		00	04/15/2020	051-5001-940.60-79	PO NUM 053346	14.98	

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0002867	00	LOWEN CORPORATION							
							VENDOR TOTAL *	480.13	
9999999	00	LYTLE, SHIRLEY C							
000040247		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	68.13	
							VENDOR TOTAL *	68.13	
0002052	00	MATHESON LINWELD							
21421580		PI3141		00	04/15/2020	051-5105-502.50-35	PO NUM 052499	EFT:	81.11
21431902		PI3142		00	04/15/2020	051-5105-502.50-35	PO NUM 052499	EFT:	405.53
21444931		PI3221		00	04/15/2020	051-5105-502.50-35	PO NUM 052080	EFT:	240.78
21444875		PI3227		00	04/15/2020	051-5105-502.50-35	PO NUM 052499	EFT:	81.11
51602898		PI3278		00	04/15/2020	051-5105-502.60-76	PO NUM 052080	EFT:	155.64
							VENDOR TOTAL *	.00	964.17
0000667	00	MCMASTER-CARR SUPPLY CO							
37045308		PI3159		00	04/15/2020	051-5105-502.50-35	PO NUM 053417	591.92	
37045308		PI3160		00	04/15/2020	051-5105-502.60-79	PO NUM 053417	24.87	
							VENDOR TOTAL *	616.79	
0001229	00	MENARDS - FREMONT							
89787		PI3271		00	04/15/2020	051-0000-154.00-00	PO NUM 053361	14.10	
89448		PI3279		00	04/15/2020	051-5001-940.50-35	PO NUM 052083	176.29	
89642		PI3280		00	04/15/2020	051-5001-940.50-35	PO NUM 052083	62.32	
89754		PI3282		00	04/15/2020	051-5001-940.50-35	PO NUM 052083	114.15	
90078		PI3363		00	04/15/2020	051-5001-940.50-35	PO NUM 053531	266.89	
89713		PI3138		00	04/15/2020	051-5105-502.50-35	PO NUM 052083	116.57	
89803		PI3140		00	04/15/2020	051-5105-502.50-35	PO NUM 052083	118.76	
89420		PI3162		00	04/15/2020	051-5105-502.50-35	PO NUM 053424	397.85	
89697		PI3163		00	04/15/2020	051-5105-502.50-35	PO NUM 053424	723.69	
89691		PI3281		00	04/15/2020	051-5205-580.50-35	PO NUM 052083	36.35	
89645		PI3137		00	04/15/2020	053-6105-502.50-35	PO NUM 052083	49.77	
89753		PI3139		00	04/15/2020	055-7105-502.50-35	PO NUM 052083	43.78	
89944		PI3222		00	04/15/2020	055-7105-502.50-35	PO NUM 052083	62.86	
89017		PI3136		00	04/15/2020	057-8205-870.50-35	PO NUM 052083	12.83	
							VENDOR TOTAL *	2,196.21	
0001617	00	MEYLAN ENTERPRISES INC							
14149		PI3343		00	04/15/2020	051-5105-502.60-59	PO NUM 053329	EFT:	8,482.96
14149		PI3344		00	04/15/2020	051-5105-502.60-59	PO NUM 053368	EFT:	1,699.16
							VENDOR TOTAL *	.00	10,182.12
0004442	00	MID-IOWA SOLID WASTE EQUIPMENT CO							
51700		PI3213		00	04/15/2020	055-7205-583.50-35	PO NUM 053485	400.00	
51700		PI3214		00	04/15/2020	055-7205-583.60-79	PO NUM 053485	36.10	
							VENDOR TOTAL *	436.10	
0002960	00	MIDLAND SCIENTIFIC INC							
6068843		PI3184		00	04/15/2020	053-6105-502.50-35	PO NUM 053426	345.75	
6072701		PI3293		00	04/15/2020	053-6105-502.50-35	PO NUM 053426	452.08	

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0002960	00	MIDLAND SCIENTIFIC INC							
6068811		PI3180		00	04/15/2020	055-7105-502.50-52	PO NUM 053393	44.86	
6068812		PI3181		00	04/15/2020	055-7105-502.50-52	PO NUM 053393	36.91	
6072678		PI3290		00	04/15/2020	055-7105-502.50-52	PO NUM 053393	670.28	
6072689		PI3291		00	04/15/2020	055-7105-502.50-35	PO NUM 053393	786.70	
6072689		PI3292		00	04/15/2020	055-7105-502.50-52	PO NUM 053393	1,016.16	
							VENDOR TOTAL *	3,352.74	
9999999	00	MILLIGAN, JOSHUA							
000077683		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	127.72	
							VENDOR TOTAL *	127.72	
0004883	00	MISSISSIPPI LIME COMPANY							
1484526				00	04/15/2020	051-0000-158.02-00	3/31/20 26.03 TN	EFT:	5,310.72
1485741				00	04/15/2020	051-0000-158.02-00	4/08/20 26.01 TN	EFT:	5,278.81
							VENDOR TOTAL *	.00	10,589.53
0001486	00	MOTION INDUSTRIES INC							
NE01-532395		PI3178		00	04/15/2020	051-5105-502.50-35	PO NUM 053364	428.35	
NE01-532395		PI3179		00	04/15/2020	051-5105-502.60-79	PO NUM 053364	10.91	
NE01-533436		PI3332		00	04/15/2020	055-0000-154.00-00	PO NUM 053268	1,576.93	
							VENDOR TOTAL *	2,016.19	
0002985	00	MSC INDUSTRIAL SUPPLY CO INC							
36453842		PI3165		00	04/15/2020	051-0000-154.00-00	PO NUM 053072	EFT:	540.37
35320562		PI3166		00	04/15/2020	051-0000-154.00-00	PO NUM 053357	EFT:	170.37
36363472		PI3167		00	04/15/2020	051-0000-154.00-00	PO NUM 053415	EFT:	251.13
34789342		PI3168		00	04/15/2020	051-0000-154.00-00	PO NUM 053430	EFT:	148.17
35001482		PI3169		00	04/15/2020	051-0000-154.00-00	PO NUM 053430	EFT:	148.17
35481692		PI3170		00	04/15/2020	051-0000-154.00-00	PO NUM 053431	EFT:	54.29
37413682		PI3198		00	04/15/2020	051-0000-154.00-00	PO NUM 053476	EFT:	142.52
37162142		PI3272		00	04/15/2020	051-0000-154.00-00	PO NUM 053470	EFT:	412.47
38123922		PI3273		00	04/15/2020	051-0000-154.00-00	PO NUM 053470	EFT:	63.10
39610682		PI3351		00	04/15/2020	051-0000-154.00-00	PO NUM 053476	EFT:	380.06
37162142		PI3294		00	04/15/2020	051-5001-940.50-35	PO NUM 053470	EFT:	230.05
38123922		PI3295		00	04/15/2020	051-5001-940.50-35	PO NUM 053470	EFT:	80.16
37413692		PI3345		00	04/15/2020	051-5001-940.50-35	PO NUM 053476	EFT:	238.40
C35937302		PI3186		00	04/15/2020	051-5105-502.50-35	PO NUM 053443	EFT:	353.61
36631432		PI3187		00	04/15/2020	051-5105-502.50-35	PO NUM 053443	EFT:	52.97
38637952		PI3298		00	04/15/2020	051-5105-502.50-35	PO NUM 053497	EFT:	296.02
39335972		PI3347		00	04/15/2020	051-5105-502.50-35	PO NUM 053526	EFT:	288.65
35035512		PI3185		00	04/15/2020	053-6105-502.50-35	PO NUM 053429	EFT:	245.95
							VENDOR TOTAL *	.00	4,096.46
9999999	00	MUFF, LOGAN D							
000079533		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	114.82	
							VENDOR TOTAL *	114.82	
0005004	00	NALCO COMPANY LLC							
86819770		PI3175		00	04/15/2020	055-7105-502.60-59	PO NUM 053133	400.02	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005004	00	NALCO COMPANY LLC							
							VENDOR TOTAL *	400.02	
0005235	00	NAVAJO TRANSITIONAL ENERGY CO*WIRE*							
ACC-20-0203				00	04/15/2020	051-0000-152.00-00	3/29/20	184,728.75	Coal purchase
							VENDOR TOTAL *	184,728.75	
0001958	00	NEBR PUBLIC HEALTH ENVIRONMENTAL							
523710		PI3173		00	04/15/2020	053-6205-583.60-54	PO NUM 052242	EFT:	1,061.00
							VENDOR TOTAL *	.00	1,061.00
0003053	00	NEBRASKA HEALTH & HUMAN SERV-LIHEAP							
000079519		UT		00	04/15/2020	051-0000-143.00-00	Energy Assistance Refund	249.82	
							VENDOR TOTAL *	249.82	
0001430	00	NEBRASKA RURAL WATER ASSOCIATION							
2020 CONFERENCE		PI3228		00	04/15/2020	053-6205-583.60-62	PO NUM 053027	750.00	
							VENDOR TOTAL *	750.00	
0002760	00	NEWARK ELEMENT14							
32579740		PI3177		00	04/15/2020	051-5105-502.50-35	PO NUM 053362	EFT:	27.42
							VENDOR TOTAL *	.00	27.42
0002937	00	O'KEEFE ELEVATOR CO INC							
00508150		PI3171		00	04/15/2020	051-5001-932.60-65	PO NUM 052166	197.05	
00508150		PI3172		00	04/15/2020	051-5105-502.60-65	PO NUM 052166	1,116.63	
							VENDOR TOTAL *	1,313.68	
0001020	00	O'REILLY AUTOMOTIVE INC							
0397-310169		PI3285		00	04/15/2020	051-5001-940.50-35	PO NUM 052085	54.48	
0397-306778		PI3304		00	04/15/2020	051-5001-940.50-35	PO NUM 052085	16.59	
0397-307869		PI3306		00	04/15/2020	051-5001-940.50-35	PO NUM 052085	129.31	
0397-309870		PI3283		00	04/15/2020	051-5105-502.50-35	PO NUM 052085	33.31	
0397-309883		PI3284		00	04/15/2020	051-5105-502.50-35	PO NUM 052085	2.72	
0397-309874		PI3308		00	04/15/2020	051-5105-502.50-35	PO NUM 052085	91.91	
0397-310042		PI3309		00	04/15/2020	051-5105-502.50-35	PO NUM 052085	5.26	
0397-307847		PI3305		00	04/15/2020	051-5205-580.50-48	PO NUM 052085	187.89	
0397-308172		PI3307		00	04/15/2020	051-5205-580.50-48	PO NUM 052085	221.60	
0397-309754		PI3353		00	04/15/2020	055-7105-502.50-35	PO NUM 052085	22.50	
							VENDOR TOTAL *	765.57	
0002888	00	OFFICENET							
937387-0		PI3182		00	04/15/2020	051-5001-940.50-40	PO NUM 053407	191.29	
937562-0		PI3183		00	04/15/2020	051-5001-903.50-40	PO NUM 053421	128.58	
937466-0/CM		PI3323		00	04/15/2020	051-5001-920.50-40	PO NUM 053409	784.21	
937466-0/CM		PI3324		00	04/15/2020	051-5001-920.50-61	PO NUM 053409	176.01	
938032-0		PI3327		00	04/15/2020	051-5001-940.50-40	PO NUM 053473	206.04	
938032-0		PI3328		00	04/15/2020	051-5001-940.50-61	PO NUM 053473	5.87	
							VENDOR TOTAL *	1,492.00	
0004671	00	ONE CALL CONCEPTS INC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004671	00	ONE CALL CONCEPTS INC						
0030131		PI3312		00 04/15/2020	051-5001-940.60-61	PO NUM 052199	365.43	
						VENDOR TOTAL *	365.43	
0001268	00	P & H ELECTRIC INC						
121874		PI3188		00 04/15/2020	055-7205-583.50-35	PO NUM 053446	30.00	
121874		PI3189		00 04/15/2020	055-7205-583.60-61	PO NUM 053446	1,200.00	
						VENDOR TOTAL *	1,230.00	
0005257	00	PAPER TIGER SHREDDING INC						
126907		PI3355		00 04/15/2020	051-5001-932.60-61	PO NUM 053318	58.00	
						VENDOR TOTAL *	58.00	
9999999	00	PAZ-RAMOS, CHRISTIAN						
000077605		UT		00 04/15/2020	051-0000-143.00-00	MANUAL CHECK	61.55	
						VENDOR TOTAL *	61.55	
9999999	00	PEN FED CREDIT UNION						
000078417		UT		00 04/15/2020	051-0000-143.00-00	MANUAL CHECK	221.77	
						VENDOR TOTAL *	221.77	
0003827	00	PEST PRO'S INC						
MNCP BLD 033020		PI3314		00 04/15/2020	051-5001-932.60-61	PO NUM 052414	42.80	
ASH PD 033020		PI3316		00 04/15/2020	051-5105-502.60-61	PO NUM 052429	48.15	
CMBT TUR 033020		PI3317		00 04/15/2020	051-5105-502.60-61	PO NUM 052429	53.50	
PWR PLT 033020		PI3318		00 04/15/2020	051-5105-502.60-61	PO NUM 052429	85.60	
UTIL BLD 033020		PI3319		00 04/15/2020	051-5105-502.50-35	PO NUM 052429	69.55	
SUB STA 033020		PI3311		00 04/15/2020	051-5205-580.60-61	PO NUM 052198	190.35	
WTR PLT 033020		PI3313		00 04/15/2020	053-6105-502.60-61	PO NUM 052243	69.55	
WWTP 033020		PI3315		00 04/15/2020	055-7105-502.60-61	PO NUM 052422	110.00	
						VENDOR TOTAL *	669.50	
0002825	00	PIONEER INDUSTRIAL CORP						
113163		PI3325		00 04/15/2020	051-5105-502.50-35	PO NUM 053469	2,137.26	
113163		PI3326		00 04/15/2020	051-5105-502.60-79	PO NUM 053469	20.04	
						VENDOR TOTAL *	2,157.30	
0005265	00	PORT-A-JOHNS						
20-0755		PI3356		00 04/15/2020	051-5105-502.60-76	PO NUM 053401	342.40	
						VENDOR TOTAL *	342.40	
0002834	00	POWER SPECIALTIES INC						
150199		PI3174		00 04/15/2020	057-8001-950.80-50	PO NUM 053074	EFT:	6,251.48
150201		PI3176		00 04/15/2020	057-8001-950.80-50	PO NUM 053334	EFT:	4,455.40
						VENDOR TOTAL *	.00	10,706.88
0004740	00	PREMIER STAFFING INC						
14669		PI3199		00 04/15/2020	051-5001-926.60-61	PO NUM 052099	80.00	
14644		PI3223		00 04/15/2020	051-5001-926.60-61	PO NUM 052099	40.00	
						VENDOR TOTAL *	120.00	
0005202	00	PUBLIC ENERGY AUTHORITY OF KY*WIRE*						

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005202	00	PUBLIC ENERGY AUTHORITY OF KY*WIRE*							
2003BP2018B				00	04/15/2020	057-8205-807.50-02	Mar 2020	65,565.00	Natural gas purchase
							VENDOR TOTAL *	65,565.00	
0004168	00	RAILROAD MANAGEMENT CO III LLC							
415151		PI3226		00	04/15/2020	055-7205-583.60-77	PO NUM 052313	6,074.98	
							VENDOR TOTAL *	6,074.98	
0004939	00	RESCO							
781099-00		PI3218		00	04/15/2020	051-0000-154.00-00	PO NUM 053436	12,400.87	
							VENDOR TOTAL *	12,400.87	
9999999	00	RIECKEN, LES							
000011481		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	199.19	
							VENDOR TOTAL *	199.19	
0004637	00	RJ LEE GROUP INC							
355114		PI3231		00	04/15/2020	051-5105-502.60-61	PO NUM 053100	460.00	
							VENDOR TOTAL *	460.00	
0000663	00	SAFETY-KLEEN SYSTEMS INC							
82515857		PI3330		00	04/15/2020	051-5105-502.60-61	PO NUM 053511	329.65	
							VENDOR TOTAL *	329.65	
9999999	00	SANCHEZ TATO, CHRISTIAN D							
000077459		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	130.22	
							VENDOR TOTAL *	130.22	
0004639	00	SAPP BROS INC							
23024803		PI3329		00	04/15/2020	055-7105-502.50-35	PO NUM 053487	2,612.50	
							VENDOR TOTAL *	2,612.50	
0004652	00	SIEMENS INDUSTRY INC							
5604209778		PI3216		00	04/15/2020	051-0000-153.00-00	PO NUM 053146	EFT:	3,766.34
5604219891		PI3217		00	04/15/2020	051-0000-153.00-00	PO NUM 053146	EFT:	16,161.08
5604259282		PI3232		00	04/15/2020	051-5105-502.60-61	PO NUM 053140	EFT:	7,579.00
							VENDOR TOTAL *	.00	27,506.42
0000429	00	SKARSHAUG TESTING LABORATORY INC							
242829		PI3335		00	04/15/2020	051-5205-580.60-61	PO NUM 052102	456.45	
242829		PI3336		00	04/15/2020	051-5205-580.60-79	PO NUM 052102	200.59	
							VENDOR TOTAL *	657.04	
9999999	00	SOHN, ZACHARY B							
000080491		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	24.96	
							VENDOR TOTAL *	24.96	
0004760	00	SOUTHWEST POWER POOL INC							
TRN20200331FREM				00	04/15/2020	051-5105-555.50-00	Mar 2020 Transmission	EFT:	95,878.48
							VENDOR TOTAL *	.00	95,878.48
9999999	00	STEENBLOCK, TERESA L							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999	00	STEENBLOCK, TERESA L							
000005265		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	.37	
							VENDOR TOTAL *	.37	
0001137	00	STEFFY CHRYSLER CENTER INC, GENE							
5072271		PI3246		00	04/15/2020	053-6205-583.50-48	PO NUM 052090	139.10	
							VENDOR TOTAL *	139.10	
0004647	00	T SQUARE SUPPLY LLC							
26906		PI3310		00	04/15/2020	051-5001-940.50-35	PO NUM 052091	5.94	
							VENDOR TOTAL *	5.94	
9999999	00	THIELBAR, BENJAMIN C							
000078721		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	57.75	
							VENDOR TOTAL *	57.75	
9999999	00	THOMAS, TRAE M							
000075975		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	53.09	
							VENDOR TOTAL *	53.09	
9999999	00	TOELLE, VINCENT							
000020385		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	7.63	
							VENDOR TOTAL *	7.63	
0005248	00	TORCUP INC							
392856		PI3320		00	04/15/2020	051-5105-502.60-76	PO NUM 053176	817.48	
392856		PI3321		00	04/15/2020	051-5105-502.60-76	PO NUM 053176	1,691.62	
392856		PI3322		00	04/15/2020	051-5105-502.60-79	PO NUM 053176	50.81	
							VENDOR TOTAL *	2,559.91	
9999999	00	TREMAYNE, WYATT J							
000078845		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	123.54	
							VENDOR TOTAL *	123.54	
0001914	00	UNION PACIFIC RAILROAD							
306114559				00	04/15/2020	051-0000-152.00-00	3/29/20 Freight on coal trains	EFT:	266,764.06
306222869				00	04/15/2020	051-0000-152.00-00	4/06/20	EFT:	306,575.54
							VENDOR TOTAL *	.00	573,339.60
9999999	00	VANNOY, RICHARD L							
000022657		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	373.44	
							VENDOR TOTAL *	373.44	
9999999	00	VINCENT, LISA A							
000074823		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	63.42	
							VENDOR TOTAL *	63.42	
9999999	00	WALKER, JERRY D							
000073453		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	543.40	
							VENDOR TOTAL *	543.40	
0002907	00	WALNUT RADIO LLC (KHUB)							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002907	00	WALNUT RADIO LLC (KHUB)							
20030337		PI3224		00	04/15/2020	051-5001-903.60-78	PO NUM 052205	234.00	
							VENDOR TOTAL *	234.00	
0003739	00	WALTRON BULL & ROBERTS LLC							
INV12527		PI3357		00	04/15/2020	051-5105-502.50-52	PO NUM 053444	4,131.96	
							VENDOR TOTAL *	4,131.96	
0002894	00	WASTE CONNECTIONS OF NE INC							
5540875		PI3338		00	04/15/2020	051-5001-932.50-49	PO NUM 052165	241.14	
5540875		PI3339		00	04/15/2020	051-5001-940.50-49	PO NUM 052165	474.33	
5540875		PI3340		00	04/15/2020	051-5105-502.50-49	PO NUM 052165	285.71	
5542071		PI3365		00	04/15/2020	051-5105-502.50-49	PO NUM 053553	1,045.32	
5540875		PI3341		00	04/15/2020	055-7105-502.50-49	PO NUM 052165	1,030.91	
							VENDOR TOTAL *	3,077.41	
0000482	00	WESCO RECEIVABLES CORP							
453089		PI3301		00	04/15/2020	051-0000-154.00-00	PO NUM 053435 Electrical cable; slight overage on quantity and	EFT:	30,516.40
456359		PI3302		00	04/15/2020	051-0000-154.00-00	PO NUM 053493 sales tax sent this purchase over $30,000 limit.	EFT:	61.53
							VENDOR TOTAL *	.00	30,577.93
9999999	00	WIENEKE, MICHAEL G							
000061741		UT		00	04/15/2020	051-0000-143.00-00	MANUAL CHECK	246.68	
							VENDOR TOTAL *	246.68	
							EFT/EPAY TOTAL ***		1,165,710.54
							TOTAL EXPENDITURES ****	676,010.59	1,165,710.54
							GRAND TOTAL **********		1,841,721.13

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, CPA, Director of Finance

DATE: April 14, 2020

SUBJECT: Report of Treasury

Recommendation: Move to receive Report of the Treasury

Background: This statement reports the bank account balances at the end of the prior month, and is available by the first council meeting of each month so it gives the Council up-to-the- month timely information regarding cash reserve balances.

More detailed information regarding the CD and CDAR investments are available on the City's website under Government.

Fiscal Impact: As noted in the report. The City's total appears to have increased by $4 million from February; however, the CDARs investment total for City at the bottom of the second page shows a decrease of the same $4 million. The Utility total increased by $2,400,000, as collections for winter month utility bills continues and payment for coal purchases didn't start until April.

Please note at the bottom of the second page that the City has several CDARs investments. The Certificate of Deposit Account Registry Service (**CDARS**) is a program that allows the public to spread money around various banks. The purpose of **CDARS** is to help people who invest in certificate of deposits (CDs) to stay below the Federal Deposit Insurance Corporation (FDIC) insurance limits at any given bank. These are listed separately, as they are exclusively insured separate and apart from FDIC coverage provided at each bank. These investment amounts are not included in the totals on the worksheet.

City of Fremont
Report of Treasury - Cash and Investment Bank Balances
March 31, 2020

	Statement ending balances					
Account Name	**First National Bank - Fremont**	**First State Bank**	**Pinnacle Bank of Fremont**	**Cornerstone Bank, Columbus**	**NE Land National Bank, North Platte**	**Nebraska Public Investment Trust**
Governmental						
Checking/Money Market						
City Treasurer	$ 9,493,482					
City Treasurer-M Mkt	$ 1,559,228					
SID #4	$ 61,280					
Special Revenue		$ 282,077				
Infrastructure - Sales Tax						$ 4,318
Insured M MKT ** -Sales Tax		$ 6,854,908				
Public Safety - Sales Tax						$ 945,357
Streets - Sales Tax						$ 227,443
Streets - M Mkt			$ 418,607			
Community Devlopment Agy	$ 189,135					
Keno			$ 250,974			
CDBG Clearing	$ 26,901					
CDBG Program Income	$ 99,670					
E911	$ 298,411					
Drug Task	$ 34,747					
Employee Benefits			$ 2,319,717			
Total Checking/Money Market	$ 11,762,853	$ 7,136,985	$ 2,989,298	$ -	$ -	$ 1,177,118
CD Investments						
General fund	$ 250,000		$ 7,500,000	$ 200,000	$ 2,000,000	
Sales Tax/Infrastructure fund						
Sales Tax/Streets fund						
Sales Tax/LB840 fund			$ 3,000,000			
Street fund	$ 1,000,000	$ -	$ 3,100,000			
KENO fund			$ 300,000			
Trust Fund	$ 100,000		$ 60,000			
E911			$ 250,000			
Special assessment Fund			$ 750,000			
Employee Benefits	$ 1,000,000		$ -	$ 1,000,000		
Work Comp	$ 750,000		$ -			
Total CD Investments	$ 3,100,000	$ -	$ 14,960,000	$ 1,200,000	$ 2,000,000	$ -
Total Governmental deposits	$ 14,862,853	$ 7,136,985	$ 17,949,298	$ 1,200,000	$ 2,000,000	$ 1,177,118
					Grand total	**$ 44,326,254**

City of Fremont
Report of Treasury - Cash and Investment Bank Balances
March 31, 2020

	Statement ending balances					
Account Name	**First National Bank - Fremont**	**First State Bank**	**Pinnacle Bank of Fremont**	**Cornerstone Bank, Columbus**	**NE Land National Bank, North Platte**	**Nebraska Public Investment Trust**
Proprietary Funds						
Checking/Money Market						
Combined Utilities Fund	$ 14,461,807					
Electric Fund	$ 607					
Comb Util Funds/Construction	$ 9,040,204					
Electric Funds						$ 2,032,827
Water Project Bond Acct	$ 80,569					
Department of Utilities			$ 677,983			
Sewer Improvement	$ 3,391					
Sewer Funds						$ 315,553
Gas Fund						$ 760,152
Electric Fund				$ 150		
Total Checking/Money Market	$ 23,586,579	$ -	$ 677,983	$ 150	$ -	$ 3,108,532
CD Investments						
Electric	$ 750,000	$ 2,000,000	$ 8,996,000	$ 4,500,000		
Water	$ 175,000		$ 500,000	$ 200,000		
Sewer			$ 250,000			
Gas			$ 1,000,000			
Total CD Investments	$ 925,000	$ 2,000,000	$ 10,746,000	$ 4,700,000	$ -	$ -
Total Proprietary deposits	$ 24,511,579	$ 2,000,000	$ 11,423,983	$ 4,700,150	$ -	$ 3,108,532
					Grand total	**$ 45,744,243**
Grand total, all funds	**$ 39,374,432**	**$ 9,136,985**	**$ 29,373,280**	**$ 5,900,150**	**$ 2,000,000**	**$ 4,285,650**
					Grand total	**$ 90,070,497**
CITY CDARS CERTIFICATES				$ 750,000		$ 3,225,000
DU CDARS CERTIFICATES	$ -		$ -	$ 2,900,000	$ -	$ 2,600,000

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Kim Koski, Director of Parks & Recreation

DATE: April 14, 2020

SUBJECT: Request for use of John C. Fremont Park for Concerts in the Park.

RECOMMENDATION: Approve the request.

Background: MainStreet Fremont is requesting use of John C. Fremont Park on Thursdays in June, 2020 from 6:30 pm – 9:30 pm for Concerts in the Park.

This is a repeat request. Park Board approved the request on Tuesday, April 7, 2020 with a 4-0 vote.

Fiscal Impact: None.

COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING MINUTES
March 31, 2020 – 7:00 PM
City Council Chambers 400 East Military, Fremont NE

COMMUNITY DEVELOPMENT AGENCY AGENDA

7:00 PM

MEETING CALLED TO ORDER. After the Pledge of Allegiance, Mayor Getzschman called the Community Development Agency to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

ROLL CALL. Roll call showed Members McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus and Legband present. 8 members present.

PUBLIC HEARING

Motion made by Yerger, Seconded by Jacobus to adjourn. Voting Yea: Yerger, Ellis, Jacobus Voting Nay: McClain, Jensen, Legband, Bechtel, Kuhns. Motion failed.

1. Resolution 2020-003 Redevelopment Plan amendment and Cost Benefit Analysis WholeStone Foods project. Motion made by Legband, Seconded by Jacobus to approve Resolution 2020-003. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus Voting Nay: Yerger, Ellis. Motion carried.

ADJOURNMENT. Motion made by Jacobus, Seconded by McClain to adjourn; time: 7:39 PM. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

CITY COUNCIL REGULAR MEETING AGENDA

7:00 PM – Following the preceding Meeting

MEETING CALLED TO ORDER. Mayor Getzschman called the City Council to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

ROLL CALL. Roll call showed Members McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus and Legband present. 8 members present.

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)

1. Motion to adopt current agenda for March 31, 2020 Regular Meeting. Motion made by Yerger, Seconded by Jacobus to adjourn. Voting Yea: Yerger, Ellis, Jacobus Voting Nay: McClain, Jensen, Legband, Bechtel, Kuhns. Motion failed. Motion made by McClain, Seconded by Jensen to move item 16 and 24 after item 3. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Yerger, Seconded by Jacobus to move items 26, 28, 27, and 18 to the beginning of the agenda. Voting Yea: Yerger, Ellis, Jensen, Jacobus Voting Nay: McClain, Legband, Bechtel, Kuhns. Motion failed. Motion made by Jensen, Seconded by Legband to adopt the current agenda as amended. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns Voting Nay: Yerger, Ellis, Jacobus. Motion carried.

PUBLIC HEARINGS:

2. Resolution 2020-067 for a Conditional Use Permit for seasonal campgrounds on three lots at the Emerson Estates Subdivision generally located on Lots 18, 23 and 42 at 720 Boulevard Street, Dodge County, NE. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Jensen, Seconded by Jacobus to amend the conditional use permit Resolution 2020-067 to include a two year review, and landscaping barrier. Voting Yea: Yerger, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus Voting Nay: Ellis. Motion carried. Motion made by Jensen, Seconded by Jacobus to approve Resolution 2020-067 as amended. Voting Yea: Yerger, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus Voting Nay: Ellis. Motion carried.

3. Resolution 2020-065 Redevelopment Plan amendment and Cost Benefit Analysis WholeStone Foods project. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Jacobus, seconded by Legband the approve Resolution 2020-065. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus Voting Nay: Yerger, Ellis. Motion carried.

16. Ordinance 5527 to annex WholeStone Farms property (final reading). Motion made by Jacobus, Seconded by Legband to hold final reading of Ordinance 5527. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a final vote on the Ordinance. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Ordinance 5527 is approved.

24. Resolution 2020-072 to consider Wholestone Farms Wastewater Services and Cost Share Agreement. Motion made by Jensen, Seconded by Legband to approve Resolution 2020-072. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus Voting Nay: Yerger, Ellis. Motion carried.

4. Resolution 2020-064 of the City Council of the City of Fremont, Nebraska, accepting the amendment of its Community Development Block Grant (CDBG) Housing Revolving Loan Fund (RLF) Program. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by

Yerger, Seconded by Legband to approve Resolution 2020-064. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

5. Ordinance 5531 for a text change to section 11-502.02; 11-504.02 D; and 11-920 "C Terms" of the UDC to define cemetery, permit it as a limited use in R, SR, AR and UR districts and to stipulate conditions under which it is allowed (first reading). Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Jacobus, Seconded by Yerger to amend to Ordinance to replace limited use with conditional use. Voting Yea: Yerger, Ellis, McClain, Jensen, Bechtel, Kuhns, Jacobus Voting Nay: Legband. Motion carried. Motion made by Yerger, Seconded by Jensen to introduce and hold first reading of Ordinance 5531 as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided first reading.

6. Resolution 2020-068 for the Bluestem Commons Preliminary Plat for property generally located at the corner of County Road T and N. Luther Road (Continue until April 14 - third reading of the change of zone). Motion made by Jacobus, Seconded by Kuhns to continue the item indefinitely. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

7. Resolution 2020-069 for the Bluestem Commons Final Plat for property generally located at the corner of County Road T and N. Luther Road (Continue until April 14 - third reading of the change of zone). Motion made by Jacobus, Seconded by Jensen to continue the item indefinitely. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

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

Motion made by Kuhns, Seconded by Jacobus to approve items 8, 9 and 10 of the consent agenda. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

8. Motion to approve March 11, 2020 through March 31, 2020 claims and authorize checks to be drawn on the proper accounts.

9. Dispense with and approve March 10, 2020 City Council Meeting Minutes and March 24, 2020 City Council Special Meeting Minutes.

10. Resolution 2020-063 of the City Council of the City of Fremont, Nebraska, to nominate Shelly Holzerland to serve on the Nebraska Regional Interoperable Network (NRIN) governance board.

11. Receive Local Option Economic Development Fund (LB840) Quarterly Report. Motion made by Yerger, Seconded by Legband to Receive Local Option Economic Development Fund (LB840) Quarterly Report. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

12. Resolution 2020-071 authorizing the Mayor to execute a contract with Northeast Nebraska Economic Development District (NENEDD) to conduct a Blight and Substandard Study in

a portion of Census Tract 9644, on the south side of Fremont. Motion made by Jacobus, Seconded by Yerger. Voting Yea: Yerger, Ellis, Jacobus, Mayor Getzschman Voting Nay: McClain, Jensen, Legband, Bechtel Voting Abstaining: Kuhns. Motion failed. No further action was taken.

13. Consider the recommendation of the Mayor to appoint Lori Lathrop to a term on the Planning Commission ending April 30, 2022. Motion made by Jacobus, Seconded by McClain to approve appointment of Lori Lathrop to a term on the Planning Commission ending April 30, 2022. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

UNFINISHED BUSINESS: Requires individual associated action

14. Ordinance 5518 repealing and replacing Chapter 3, Article 7 Section 3-701 of the Fremont Municipal Code titled Municipal Library; operation and funding (second reading). Motion made by Yerger, Seconded by Jacobus to amend the language to reflect the language proposed in item 25 of the agenda. Voting Yea: Yerger, Ellis, Jensen, Jacobus Voting Nay: McClain, Legband, Bechtel, Kuhns. Motion failed. Motion made by Kuhns, Seconded by Legband to hold second reading of Ordinance 5518. Voting Yea: McClain, Legband, Bechtel, Kuhns, Getzschman Voting Nay: Yerger, Ellis, Jensen, Jacobus. Motion carried. City Clerk provided second reading.

15. Ordinance 5528 for a change of zone from R, Rural to PD, Planned Development for property commonly known as Bluestem Commons (second reading). Motion made by Jacobus, Seconded by Jensen to continue the item indefinitely. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

17. Ordinance 5529 to change zoning from R, Rural to SR, Suburban Residential on property generally located between Ridge Road and Country Club Estates (second reading). Motion made by Jensen, Seconded by Legband to hold second reading of Ordinance 5529. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided second reading.

18. Mayor item - Consider COVID-19 compensation plan for hourly employees. Motion made by Legband, Seconded by Kuhns to approve the updated COVID-19 compensation plan for hourly employees. Voting Yea: Legband, Bechtel, Kuhns Voting Nay: Yerger, Ellis, McClain, Jensen, Jacobus. Motion fails.

ADJOURNMENT

Motion made by Legband, Seconded by Kuhns to adjourn; time: 11:01 PM. Voting Yea: McClain, Legband, Bechtel, Kuhns, Getzschman Voting Nay: Yerger, Ellis, Jensen, Jacobus. Motion carried.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING MINUTES FOR MARCH 31, 2020.

Tyler Ficken, City Clerk | Scott Getzschman, Mayor

BOARD OF EQUALIZATION, COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING MINUTES
April 14, 2020 - 7:00 PM
City Council Chambers 400 East Military, Fremont NE

7:00 PM

MEETING CALLED TO ORDER. After the Pledge of Allegiance, Mayor Getzschman called the Board of Equalization to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

ROLL CALL. Roll call showed Members McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus and Legband present. 8 members present.

1. Consider schedule of assessments levying a special tax and assessments for Sanitary Sewer District No. SD-704-18. No action was taken.

ADJOURNMENT. Motion made by Jacobus, Seconded by Yerger to adjourn the Board of Equalization meeting; time: 7:58 PM. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

Motion made by Jensen, seconded by Kuhns to continue the Board of Equalization, Community Development Agency, and City Council meetings of April 14, 2020 to April 21, 2020 at 7:00 PM. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Kuhns, seconded by Legband to adjourn: time 8:01 PM. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA BOARD OF EQUALIZATION, COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING MINUTES FOR APRIL 14, 2020.

Tyler Ficken, City Clerk | Scott Getzschman, Mayor

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: April 14, 2020

SUBJECT: Deed of Reconveyance completing CDBG Loan payments(s): Milton: 130 Jefferson Road

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Recommendation: Authorize the Mayor to sign Deed of Reconveyance

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Background: The borrower(s) have met the requirements of the CDBG loan, and the loan(s) have been paid and/or forgiven.

(19)

FILED
BOOK 2009 PAGE 2459

2009 MAY 19 AM 11: 12

Carol Sirena
DODGE COUNTY
REGISTER OF DEEDS
COMPARE INDEX FEE $ 15.50

DEED OF TRUST

THIS DEED OF TRUST is made on May 13, 2009.

The Trustor is Chantele M Milton , a married person, also known as Borrowers.

The Trustee is Michael T. Brogan, PO Box 667, Norfolk, NE 68702-0667.

The Beneficiary is City of Fremont, also known as Lender.

Beneficiary's address is 400 East Military, PO Box 1266, Fremont, NE 68026-1468.

Borrowers irrevocably convey to Trustee, in Trust, with power of sale, the following:

Lot 3, Block 2, Empire City Subdivision to the City of Fremont, Dodge County, Nebraska.

together with all the rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrowers owe Lender up to $21,000.00, evidenced by Borrowers' Note of even date, payable according to the terms thereof.

This Security Instrument secures to Lender the Debt evidenced by said Note, the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performancy of Borrowers' covenants and agreements.

Borrowers covenant that Borrowers are lawfully seized of such real estate and have the legal power and lawful authority to convey the same and warrant and will defend title to the real estate against the lawful claims of all persons.

BORROWERS AND LENDER AGREE AS FOLLOWS:

1. Borrowers shall pay when due, the principal and interest as provided in said Note.

2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due.

3. Borrowers shall pay all general real estate taxes and special assessments against the property before the same become delinquent.

4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrowers a notice identifying the lien and Borrowers shall satisfy the lien within ten (10) days.

5. Borrowers shall keep the improvements on said premises insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Lender herein. In event of loss, Lender may make proof of loss if not promptly made by Borrowers. Insurance proceeds shall be applied to restoration or repair of the property damaged, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due.

Unless Lender and Borrowers otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in said Note, or change the amount of the payments.

6. If Borrowers fail to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in Court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of Borrowers secured by this security instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrowers.

7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower.

8. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrowers shall not operate to release the liability of the original Borrowers or Borrowers' successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Any notice to Borrowers provided for in this security instrument shall be given by delivering it or by mailing it using first class mail unless Nebraska law requires use of another method, at the Borrowers' last known address.

10. This security instrument and the Note which it secures shall be governed by Nebraska law.

11. Lender shall give notice to Borrowers following Borrowers' breach of any covenant or agreement in this security agreement and the Note which it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than thirty (30) days from the date the notice is given to Borrowers by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this security agreement and resale of the property. The notice shall further inform Borrowers of the right to reinstate, after acceleration, and the right to bring a Court action to assert the nonexistence of a default or any other defense of Borrowers to acceleration and sale. If default is not cured, on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Agreement without further demand and may invoke the power of sale and any other remedies permitted by Nebraska law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney fees and costs of title evidence.

12. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Borrowers, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one (1) or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's Deed conveying the property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale including,

but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to the person or persons legally entitled to it.

13. Upon acceleration under paragraph 12 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this security instrument.

14. Upon payment of all sums as herein provided, Lender shall direct Trustee to reconvey the property and shall surrender this security instrument and the Note secured. Trustee shall reconvey the property without warranty and without charge to the persons legally entitled to it.

15. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded the county in which this security instrument is recorded. Without conveyance of the property, the successor Trustee shall succeed to all the title, power, and duties conferred upon Trustee herein and by Nebraska law.

16. Borrowers understand that the property must remain the borrowers' primary residence throughout the housing rehabilitation loan period. If, at any time during the housing rehabilitation loan period, the property is no longer the borrowers' primary residence, borrowers will be declared in default of this security agreement and the Note which it secures. This includes, but is not limited to, the property becoming non-owner occupied, being vacant for a period of more than 90 days, or being converted to rental.

17. Borrowers agree to comply with the terms and conditions of the Owner-Occupied Housing Rehabilitation Program Guidelines.

18. Borrowers request that copies of all notices provided herein be sent to Borrowers' address, which is 130 Jefferson Road, Fremont, NE 68025.

IN WITNESS WHEREOF, the Borrowers have signed this Agreement.

Chantele M. Milton

Chantele M Milton

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on this 15th day of May, 2009 by Chantele M Milton , a married person.

Joyce M. Petersen

Notary Public

GENERAL NOTARY - State of Nebraska
JOYCE M. PETERSEN
My Comm. Exp. Nov. 5, 2010

DEED OF RECONVEYANCE

City of Fremont
400 East Military Avenue
Fremont, NE 68025-5141

The indebtedness secured by the Deed of Trust executed by Chantele M. Milton, a married person, as Trustor(s) to Michael T. Brogan as Trustee, for the benefit of the City of Fremont as beneficiary dated May 15, 2009, and recorded on May 19, 2009, in the Office of the Register of Deeds of Dodge County, Nebraska recorded at Book 2009 Page 2459, has been paid, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed an delivered as confirmed by its endorsement below. In consideration of such payment and in accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deed of Trust in the following:

Lot 3, Block 2, Empire City Subdivision to the City of Fremont, Dodge County, Nebraska.

Dated: _____ By: _____
Michael T. Brogan, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me on_____by Michael T. Brogan, as Trustee.

Witness my hand and seal:
_____
Notary Public

REQUEST FOR RECONVEYANCE

The Beneficiary requests the Trustee to reconvey the real estate described above to the person or persons entitled thereto.

By: _____
Scott Getzschman, Mayor
City of Fremont, Beneficiary

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on_____by Scott Getzschman, Mayor, on behalf of the City of Fremont as Beneficiary.

Witness my hand and seal:
_____
Notary Public

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: April 14, 2020

SUBJECT: Deed of Reconveyance completing CDBG Loan payments(s): Moser: 2125 N Clarkson

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Recommendation: Authorize the Mayor to sign Deed of Reconveyance

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Background: The borrower(s) have met the requirements of the CDBG loan, and the loan(s) have been paid and/or forgiven.

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FILED
BOOK 2009 PAGE 2532

2009 MAY 21 PM 12: 17

Carol Givens
DODGE COUNTY
REGISTER OF DEEDS
COMPARE INDEX FEE $ 15.50

DEED OF TRUST

THIS DEED OF TRUST is made on May 13, 2009.

The Trustor is Barbara J Moser, an unmarried person, also known as Borrowers.

The Trustee is Michael T. Brogan, PO Box 667, Norfolk, NE 68702-0667.

The Beneficiary is City of Fremont, also known as Lender.

Beneficiary's address is 400 East Military, PO Box 1266, Fremont, NE 68026-1266.

Borrowers irrevocably convey to Trustee, in Trust, with power of sale, the following:

Lot 5, Block 3 of North side Addition to the City of Fremont, Dodge County, Nebraska

together with all the rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrowers owe Lender up to $22,000.00, evidenced by Borrowers' Note of even date, payable according to the terms thereof.

This Security Instrument secures to Lender the Debt evidenced by said Note, the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performancy of Borrowers' covenants and agreements.

Borrowers covenant that Borrowers are lawfully seized of such real estate and have the legal power and lawful authority to convey the same and warrant and will defend title to the real estate against the lawful claims of all persons.

BORROWERS AND LENDER AGREE AS FOLLOWS:

1. Borrowers shall pay when due, the principal and interest as provided in said Note.

2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due.

3. Borrowers shall pay all general real estate taxes and special assessments against the property before the same become delinquent.

4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrowers a notice identifying the lien and Borrowers shall satisfy the lien within ten (10) days.

NENEDD

5. Borrowers shall keep the improvements on said premises insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Lender herein. In event of loss, Lender may make proof of loss if not promptly made by Borrowers. Insurance proceeds shall be applied to restoration or repair of the property damaged, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due.

Unless Lender and Borrowers otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in said Note, or change the amount of the payments.

6. If Borrowers fail to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in Court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of Borrowers secured by this security instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrowers.

7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower.

8. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrowers shall not operate to release the liability of the original Borrowers or Borrowers' successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Any notice to Borrowers provided for in this security instrument shall be given by delivering it or by mailing it using first class mail unless Nebraska law requires use of another method, at the Borrowers' last known address.

10. This security instrument and the Note which it secures shall be governed by Nebraska law.

11. Lender shall give notice to Borrowers following Borrowers' breach of any covenant or agreement in this security agreement and the Note which it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than thirty (30) days from the date the notice is given to Borrowers by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this security agreement and resale of the property. The notice shall further inform Borrowers of the right to reinstate, after acceleration, and the right to bring a Court action to assert the nonexistence of a default or any other defense of Borrowers to acceleration and sale. If default is not cured, on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Agreement without further demand and may invoke the power of sale and any other remedies permitted by Nebraska law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney fees and costs of title evidence.

12. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Borrowers, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one (1) or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's Deed conveying the property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale including,

but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to the person or persons legally entitled to it.

13. Upon acceleration under paragraph 12 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this security instrument.

14. Upon payment of all sums as herein provided, Lender shall direct Trustee to reconvey the property and shall surrender this security instrument and the Note secured. Trustee shall reconvey the property without warranty and without charge to the persons legally entitled to it.

15. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded the county in which this security instrument is recorded. Without conveyance of the property, the successor Trustee shall succeed to all the title, power, and duties conferred upon Trustee herein and by Nebraska law.

16. Borrowers understand that the property must remain the borrowers' primary residence throughout the housing rehabilitation loan period. If, at any time during the housing rehabilitation loan period, the property is no longer the borrowers' primary residence, borrowers will be declared in default of this security agreement and the Note which it secures. This includes, but is not limited to, the property becoming non-owner occupied, being vacant for a period of more than 90 days, or being converted to rental.

17. Borrowers agree to comply with the terms and conditions of the Owner-Occupied Housing Rehabilitation Program Guidelines.

18. Borrowers request that copies of all notices provided herein be sent to Borrowers' address, which is 2125 North Clarkson Street, Fremont, NE 68025.

IN WITNESS WHEREOF, the Borrowers have signed this Agreement.

Barbara J Moser

Barbara J Moser

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on this 18th day of May, 2009 by Barbara J Moser , an unmarried person.

Kandy S. Andrews

Notary Public

GENERAL NOTARY - State of Nebraska
KANDY S. ANDREWS
My Comm. Exp. May 15, 2012

DEED OF RECONVEYANCE

City of Fremont
400 East Military Avenue
Fremont, NE 68025-5141

The indebtedness secured by the Deed of Trust executed by Barbara J. Moser, an unmarried person, as Trustor(s) to Michael T. Brogan as Trustee, for the benefit of the City of Fremont as beneficiary dated May 18, 2009, and recorded on May 21, 2009, in the Office of the Register of Deeds of Dodge County, Nebraska recorded at Book 2009 Page 2532, has been paid, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed an delivered as confirmed by its endorsement below. In consideration of such payment and in accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deed of Trust in the following:

Lot 5, Block 3 of North side Addition to the City of Fremont, Dodge County, Nebraska

Dated: _____ By: _____
Michael T. Brogan, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me on_____by Michael T. Brogan, as Trustee.

Witness my hand and seal: _____
Notary Public

REQUEST FOR RECONVEYANCE

The Beneficiary requests the Trustee to reconvey the real estate described above to the person or persons entitled thereto.

By: _____
Scott Getzschman, Mayor
City of Fremont, Beneficiary

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on_____by Scott Getzschman, Mayor, on behalf of the City of Fremont as Beneficiary.

Witness my hand and seal: _____
Notary Public

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: April 14, 2020

SUBJECT: Deed of Reconveyance completing CDBG Loan payments(s): Rivera: 348 E 20th

---

Recommendation: Authorize the Mayor to sign Deed of Reconveyance

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Background: The borrower(s) have met the requirements of the CDBG loan, and the loan(s) have been paid and/or forgiven.

32

FILED
BOOK 2009 PAGE 2800

2009 JUN -3 AM 11:37

Carol Givens
DODGE COUNTY
REGISTER OF DEEDS
COMPARE INDEX FEE $ 16.00

DEED OF TRUST

THIS DEED OF TRUST is made on May 13, 2009.

The Trustor is Jose R Rivera & Fabiola Rivera, husband & wife, also known as Borrowers.

The Trustee is Michael T. Brogan, PO Box 667, Norfolk, NE 68702-0667.

The Beneficiary is City of Fremont, also known as Lender.

Beneficiary's address is 400 East Military, PO Box 1266, Fremont, NE 680261266.

Borrowers irrevocably convey to Trustee, in Trust, with power of sale, the following:

The West 57.7 feet of Lots 3 and 4, Block 12, Northside Addition to the City of Fremont, Dodge, County, Nebraska.

together with all the rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrowers owe Lender up to $25,000.00, evidenced by Borrowers' Note of even date, payable according to the terms thereof.

This Security Instrument secures to Lender the Debt evidenced by said Note, the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performancy of Borrowers' covenants and agreements.

Borrowers covenant that Borrowers are lawfully seized of such real estate and have the legal power and lawful authority to convey the same and warrant and will defend title to the real estate against the lawful claims of all persons.

BORROWERS AND LENDER AGREE AS FOLLOWS:

1. Borrowers shall pay when due, the principal and interest as provided in said Note.

2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due.

3. Borrowers shall pay all general real estate taxes and special assessments against the property before the same become delinquent.

4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrowers a notice identifying the lien and Borrowers shall satisfy the lien within ten (10) days.

5. Borrowers shall keep the improvements on said premises insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Lender herein. In event of loss, Lender may make proof of loss if not promptly made by Borrowers. Insurance proceeds shall be applied to restoration or repair of the property damaged, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due.

Unless Lender and Borrowers otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in said Note, or change the amount of the payments.

6. If Borrowers fail to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in Court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of Borrowers secured by this security instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrowers.

7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower.

8. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrowers shall not operate to release the liability of the original Borrowers or Borrowers' successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Any notice to Borrowers provided for in this security instrument shall be given by delivering it or by mailing it using first class mail unless Nebraska law requires use of another method, at the Borrowers' last known address.

10. This security instrument and the Note which it secures shall be governed by Nebraska law.

11. Lender shall give notice to Borrowers following Borrowers' breach of any covenant or agreement in this security agreement and the Note which it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than thirty (30) days from the date the notice is given to Borrowers by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this security agreement and resale of the property. The notice shall further inform Borrowers of the right to reinstate, after acceleration, and the right to bring a Court action to assert the nonexistence of a default or any other defense of Borrowers to acceleration and sale. If default is not cured, on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Agreement without further demand and may invoke the power of sale and any other remedies permitted by Nebraska law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney fees and costs of title evidence.

12. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Borrowers, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one (1) or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's Deed conveying the property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale including,

but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to the person or persons legally entitled to it.

13. Upon acceleration under paragraph 12 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this security instrument.

14. Upon payment of all sums as herein provided, Lender shall direct Trustee to reconvey the property and shall surrender this security instrument and the Note secured. Trustee shall reconvey the property without warranty and without charge to the persons legally entitled to it.

15. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded the county in which this security instrument is recorded. Without conveyance of the property, the successor Trustee shall succeed to all the title, power, and duties conferred upon Trustee herein and by Nebraska law.

16. Borrowers understand that the property must remain the borrowers' primary residence throughout the housing rehabilitation loan period. If, at any time during the housing rehabilitation loan period, the property is no longer the borrowers' primary residence, borrowers will be declared in default of this security agreement and the Note which it secures. This includes, but is not limited to, the property becoming non-owner occupied, being vacant for a period of more than 90 days, or being converted to rental.

17. Borrowers agree to comply with the terms and conditions of the Owner-Occupied Housing Rehabilitation Program Guidelines.

18. Borrowers request that copies of all notices provided herein be sent to Borrowers' address, which is 348 East 20th Street, Fremont, NE 68025.

IN WITNESS WHEREOF, the Borrowers have signed this Agreement.

Jose R Rivera

Fabiola Rivera

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on this 26th day of May, 2009 by Jose R Rivera & Fabiola Rivera, husband & wife.

Kandy S. Andrews
Notary Public

GENERAL NOTARY - State of Nebraska
KANDY S. ANDREWS
My Comm. Exp. May 15, 2012

DEED OF RECONVEYANCE

City of Fremont
400 East Military Avenue
Fremont, NE 68025-5141

The indebtedness secured by the Deed of Trust executed by Jose R, Rivera & Fabiola Rivera, husband and wife, as Trustor(s) to Michael T. Brogan as Trustee, for the benefit of the City of Fremont as beneficiary dated May 26, 2009, and recorded on June 3, 2009, in the Office of the Register of Deeds of Dodge County, Nebraska recorded at Book 2009 Page 2800, has been paid, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed an delivered as confirmed by its endorsement below. In consideration of such payment and in accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deed of Trust in the following:

The West 57.7 feet of Lots 3 and 4, Block 12 Northside Addition to the City of Fremont, Dodge County, Nebraska.

Dated: _____ By: _____
Michael T. Brogan, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me on_____by Michael T. Brogan, as Trustee.

Witness my hand and seal: _____
Notary Public

REQUEST FOR RECONVEYANCE

The Beneficiary requests the Trustee to reconvey the real estate described above to the person or persons entitled thereto.

By: _____
Scott Getzschman, Mayor
City of Fremont, Beneficiary

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on_____by Scott Getzschman, Mayor, on behalf of the City of Fremont as Beneficiary.

Witness my hand and seal: _____
Notary Public

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Kim Koski, Director of Parks & Recreation

DATE: April 14, 2020

SUBJECT: Change Order for John C Fremont Park Splash Pad

RECOMMENDATION: Approve Change Order.

Background: On February 11, 2020 the City Council approved funds in the amount of $85,300.00 for the construction of a splash pad in John C. Fremont Park. This option was for a splash pad only. On February 12, 2020, Brian Newton and Kim Koski were contacted by Don Cunnigham. Mr. Cunningham stated he would take on the task of raising the extra funds for the LED lighting.

$90,000.00 was budgeted in the 2019/2020 Capital Improvement Plan for the construction of a neighborhood splash pad.

I would like to request approval to use the entire $90,000.00 that was budgeted for this project and accept outside funds ($11,424.00) raised by Don Cunningham for enhancing this project.

The main feature in the center and (4) jet streams will be illuminated. Colors are red, green, blue and white. Colors are selected on site in the control box or colors can be cycle through preset factory options. Lights and spray features will be on timers set in the control box.

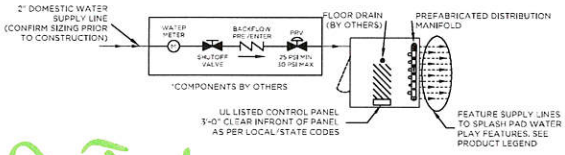
Splash Pad with LED Lighting Option	$101,424.00
Amount Budgeted in CIP	$ 90,000.00
Outside Funds	$ 11,424.00

Fiscal Impact: $90,000.00 was budgeted for this project.
$85,300.00 was approved on February 11, 2020.

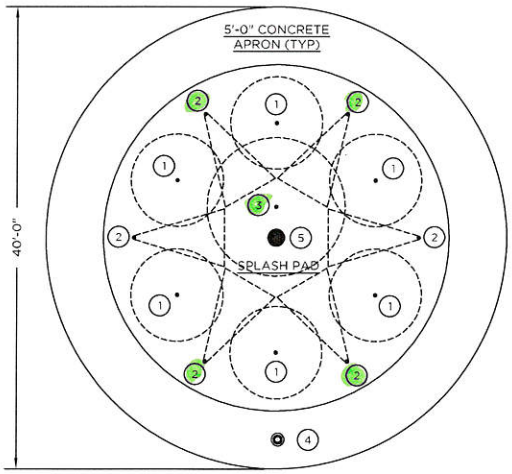
PRELIMINARY FOR BID ONLY

NOT FOR CONSTRUCTION

EQUIPMENT ROOM (BY OTHERS, NTS)
LOCATION TO BE DETERMINED



= LED Jets



NO	PRODUCT & SPEC SHEET	QTY	GPM	LINE SIZE
1	LED STREAM JET	6	5 EA	1" EA
2	LED ARCH JET	6	5 EA	1" EA
3	LED JUNIOR WATER JEWEL	1	7	1"
4	STEP PAD ACTIVATOR	1	--	--
5	COLLECTOR BOX	1	--	--

NOTE:

1. ALL CONCRETE SLOPES TO BE 1/8"/FT MIN. AND 1/4"/FT MAX.
2. SITE ELEVATIONS OF SPLASH PAD AND CONCRETE APRON TO BE VERIFIED BY OTHERS. AQUATIX ELEVATION REFERENCE IS 0'-0" FOR TOP OF DRAIN BOX. ALL OTHER NOTED ELLEVATIONS ARE REFERENCED FROM THAT POINT.
3. REFER TO SPEC SHEET AND INSTALLATION DRAWING FOR EACH PRODUCT.
4. ACTUAL SIZE, SHAPE, AND LOCATION OF SPLASH PAD TO BE FIELD DETERMINED BY OTHERS. ALL DIMENSIONS OF SIZE AND SHAPE OF SPLASH PAD FOR REFERENCE ONLY.
5. THE INTENT OF A SPLASH PAD IS TO BE A DRY DECK WITH NO STANDING WATER. THE WATER IS TO BE CONTAINED WITHIN THE PERIMETER OF THE SPLASH PAD AND ALL WATER IS TO DRAIN INTO THE DRAIN BOXES. THE CONCRETE IS TO BE FORMED AND SLOPED TO ACCOMMODATE THIS DRAIN PATTERN.
6. ALL TREATED SPLASH PAD WATER IS INTENDED TO REMAIN WITHIN DESIGNATED SPLASH PAD DECK. UNDER NO CIRCUMSTANCES SHOULD SLOPE OF SPLASH PAD ALLOW WATER TO DRAIN OFF PAD.
7. UNDER NO CIRCUMSTANCES SHALL THE SURROUNDING HARDSCAPE AREA BE SLOPED TO ALLOW WATER TO BE DRAINED INTO THE SPLASH PAD DECK.
8. ALL CONCRETE SURFACES TO HAVE A MEDIUM BROOM FINISH.
9. COORDINATE EXPANSION JOINT AND SAW CUT LOCATIONS WITH PLAY EQUIPMENT LOCATIONS.
10. DRAWINGS ARE FOR DESIGN/LAYOUT PURPOSES ONLY. PLEASE SEE AQUATIX BY LANDSCAPE STRUCTURES FOR INCLUDED STRUCTURES, EQUIPMENT, SERVICES, AND EXCLUSIONS.
11. ——INDICATES SPLASH ZONE.
12. SPLASH ZONES ARE APPROXIMATE. ACTUAL SPLASH ZONE MAY VARY BASED ON VARIOUS ENVIRONMENTAL CONDITIONS, FLOW RATES, SLOPE OF THE SPLASH PAD, SUBMERGENCE DEPTH AND WIND.
13. DRAWINGS ARE SCHEMATIC ONLY.
14. SUB-CUT EXCAVATION UNDER SPLASH PAD MIN. 18" FOR GRANULAR FILL.
15. CONSTRUCTION OF SPLASH PAD CONCRETE TO BE 5" THICK, 4,000 PSI CONCRETE WITH #4 BARS SPACED 12" O.C. EACH WAY OR AN EQUIVALENT WELDED WIRE MESH (EQUIVALENT MESHES INCLUDE W6 ON 4" X 4" SPACING OR W10 ON 6" X 6" SPACING. CONCRETE PAD TO HAVE REQUIRED EXPANSION JOINTS EVERY 20' X 20', SAW-CUT JOINTS EVERY 10' AND THICKEN PROFILES AT EDGE OF PAD AND AT EACH STRUCTURE EMBED.
16. CONSTRUCTION OF 5' APRON AROUND PERIMETER OF SPLASH PAD TO BE 4" THICK, WIRE MESH REINFORCED, 3500 PSI CONCRETE. APRON TO INCLUDE EXPANSION JOIN AT PERIMETER EDGE OF SPLASH PAD AND NEEDED SAW-CUT JOINTS.
17. SCHEDULE 80 PVC TO BE UTILIZED FOR ALL SPLASH PAD MECHANICAL SYSTEM PIPING.

SPLASH PAD AREA: 707 SQ FT.
TOTAL AREA: 1257 SQ FT.
TOTAL FEATURE FLOW RATE: 67 GPM

NO.	DATE	REVISION

aquatix by landscape structures

JOHN C. TIEBERONT PARK SPLASH PAD
FREMONT, NE

DRAWN	CHECKED	PROJ. MGR.	DATE

PROPOSED SPLASH PAD SCHEMATIC LAYOUT

NOT TO SCALE

19376A-1

1 OF 1

RESOLUTION NO. 2020-073

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing a change order in the amount of $16,124.00 to Dostal Construction Company, Inc. for LED lighting enhancement to the splash pad in John C. Fremont Park.

WHEREAS, A neighborhood splash pad was budgeted in the amount of $90,000.00 in the 2019/2020 Capital Improvement Plan; and,

WHEREAS, The City Council approved use of $85,300.00 of the $90,000.00 budgeted at the February 11, 2020 meeting; and,

WHEREAS, The City Council approves use of the remaining $4,700.00 budgeted in the 2019/2020 Capital Improvement Plan for a neighborhood splash pad; and,

WHEREAS, The City accept privately raised outside funds in the amount of $11,424.00

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont, approve the change order in the amount of $16,124.00 to Dostal Construction Company, Inc., for LED lighting enhancement to splash pad in John C. Fremont Park.

PASSED AND APPROVED THIS 14th DAY OF APRIL, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Brian Newton, City Administrator

DATE: April 14, 2020

SUBJECT: Agreement for Fremont Police to use Masonic-Eastern Star Housing

RECOMMENDATION: Motion to approve agreement

Background: Ron Giesselmann, Director of the Masonic-Eastern Star Home for Children, on behalf of the Board of Directors has graciously volunteered the use of the Hartmann Cottage to the Police Department for a shelter-in-place facility for police personnel. The term of the agreement is from April 2, 2020 to May 15, 2020.

Fiscal Impact: cost of cleaning after use

AGREEMENT FOR FREMONT POLICE DEPARTMENT HOUSING RELATED TO COVID-19

THIS AGREEMENT is entered into as of this ___ day of ____, 2020, by and between the parties (hereafter individually "Party" and collectively "Parties) identified as follows:

City of Fremont (including the Fremont Police Department)
Masonic-Eastern Star Home for Children (hereinafter "M-ESHC")

WHEREAS, the Parties wish to enter into this agreement for the purposes of responding to the COVID-19 Pandemic and allow for the housing of Fremont Police Department personnel on the premises of M-ESHC :

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. Purpose:
M-ESHC agrees to allow the Fremont Police Department the use of the Hartmann Cottage to house the necessary personnel, but not to exceed nine (9) persons, of the Fremont Police Department. Those persons will be identified by the Fremont Police Chief. The City of Fremont agrees that persons known, to the City of Fremont, to have tested positive for COVID-19 will not be permitted to stay in Hartmann Cottage.

II. Cost Sharing/Budget and Finance:
M-ESHC will provide the use of the Hartmann Cottage at no charge to the City of Fremont.

III. Term of Agreement:
M-ESHC will allow the use of Hartmann Cottage for the time period of April 2, 2020, through and including May 15, 2020

IV. Repair and Maintenance of Site:
The City of Fremont agrees to repair property damaged as a result of the Fremont Police Department and its employees' negligence during their use at Hartmann Cottage. Further, the City of Fremont agrees to vacate Hartmann Cottage in the same condition upon which the City of Fremont found it upon the first date of entry with additional disinfecting pursuant to the current COVID-19 guidelines. The City of Fremont agrees to abide by the rules established at Hartmann Cottage, such as no smoking inside the cottage.

V. Entire Agreement.
This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by any Party other than those that are expressly set forth herein. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No agent, employee or other representative of any Party is empowered to alter any of the terms hereof except as provided herein.

DRAFT

VI. Indemnification/Liability. To the extent permitted by law, each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless each of the other Parties (as "indemnitee(s)") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury, including death, or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee(s), are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. These indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act or other applicable provisions of law.

VII. Waiver Regarding Illness and Injury:
By signing this agreement, the City of Fremont agrees to be responsible for all illnesses and injuries to City of Fremont employees while living in Hartmann Cottage, for which they are responsible by law. Each employee of the Fremont Police Department that resides at Hartmann Cottage will execute a waiver releasing M-ESHC of responsibility for that Fremont Police Department employee's health and safety while residing at Hartmann Cottage.

VIII. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto.

IX. Multiple Counterparts: This agreement, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto, and it shall be in full force and effect even if so executed.

X. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

DRAFT

MASONIC-EASTERN STAR HOME FOR CHILDREN

By:_____ Date:_____
Ron Giesselmann

STATE OF NEBRASKA)
) SS
COUNTY OF DODGE)

On this _____ day of _____, 2020, before me, Notary Public, duly qualified and commissioned in and for said County and State, personally appeared Ron Giesselmann, who is personally known to me to be the identical person whose name is affixed to the forgoing instrument and he acknowledged the signing of the same to be his voluntary act.

_____
Notary Public

DRAFT

CITY OF FREMONT, NEBRASKA,
A municipal corporation and Nebraska Political Subdivision

By:_____ Date:_____
Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
Fremont City Attorney

DRAFT

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, P.E. - Director of Public Works/City Engineer

DATE: April 14, 2020

SUBJECT: Approve Utility Agreement with the Nebraska Department of Transportation on the Fremont Southeast Bypass Project (Southeast Beltway).

Recommendation: Recommend approval of the Utilities Agreement with the Nebraska Department of Transportation (NDOT) for the Southeast Beltway

Background: The NDOT has programmed this project for construction to begin this year. There are City owned utilities in conflict with the work needing to be accomplished. This agreement grants the City of Fremont permission to work within the right of way of the project and sets the financial commitments for said work.

Fiscal Impact: The City is being reimbursed by the NDOT for the expenses on this project.

A G R E E M E N T

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF FREMONT
PROJECT NO. 77-3(1036)
CONTROL NO. 22722
PROJECT NAME: FREMONT SE BYPASS
WATER AND ELECTRICAL RELOCATION

THIS AGREEMENT, made and entered into by and between City of Fremont hereinafter referred to as the "City" and the State of Nebraska, Department of Transportation, hereinafter referred to as the "State".

WITNESSETH:

WHEREAS, the State has plans for the

WHEREAS, said construction will be undertaken under the project designation

and

WHEREAS, the City owns and operates a water and electrical facility along and adjacent to a portion of this project, some of which is resting outside of the limits of the old highway right of way and on private property, and

WHEREAS, because of the widened right of way which the State has acquired for the new construction, and because of the construction itself, it becomes necessary for the City to adjust some, if not all, of its facility along this project, and

WHEREAS, the City is willing to rehabilitate its facility where necessary in accordance with the conditions hereinafter provided in this agreement, and

WHEREAS, the State is willing to reimburse the City for its nonbetterment costs to rehabilitate its facilities when the City facility is presently located outside of the old public right-of-way and on private property, and

WHEREAS, the State is willing to pay the City for eligible nonbetterment expenses incurred in connection with the rehabilitation of its facilities as provided by Federal-Aid Policy Guide 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the Federal Highway Administration.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. The City hereby agrees to furnish, or cause to be furnished, all of the tools, labor, equipment and materials necessary for the rehabilitation of its facility as made necessary by construction.

SECTION 2. Prints of the construction plans for this project, showing the location of the poles referred in the above tabular form, have been forwarded to the City and are by this reference herby made a part of this agreement.

SECTION 3. The description of work to be performed and the estimate of costs prepared by the City have been approved by the State and are hereby made a part of this agreement. These items are attached as Exhibit "B". The total amount of this estimate is $1,329,489.76 of which $1,329,489.76 is the share of the cost chargeable to the State in accordance with Roadway Design Agreement XL1833 Section 3. It is expressly understood that notwithstanding this estimate the State will reimburse the City for 100% of its actual nonbetterment expenses less any credits for salvaged or junked materials.

SECTION 4. The City agrees, as a part of the above described estimate to advise the State as to the method which will be used in accumulating the actual costs. If this method is prescribed by a Federal or State regulatory body, a statement to that effect shall be made by the City. If the accounting method is not prescribed by an agency of the State or Federal Government, it shall be described in the City's estimate and be approved as a part of this agreement.

SECTION 5. The City may submit progress billings for the portions of its rehabilitation that have been completed. The City agrees not to submit progress billings for amounts less than $2,500.00. The State will make progress payments, based upon satisfactory prosecution of work, for 95 percent of the amount billed. The State will limit its payments to 95 percent of the approved estimate referenced in Section 3 of this agreement pending the results of the final cost audit. The State will make every effort to pay the City within thirty days of receipt of the City's invoice.

SECTION 6. If the City wants to let a construction contract, the City shall do the following:

A. Comply with State public bidding statutes. If the City solicits bids from a list of known contractors, the list must be submitted to the State for concurrence prior to the soliciting of bids.

B. Submit the bid proposal, plans and construction schedule to the State for approval prior to letting a contract.

C. Require the contractor to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126 (Reissue 2004), as amended, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached hereto and made a part of this agreement.

D. Submit a copy of the bids received and the City's recommendation of award to the State for concurrence prior to any award.

E. Require any contractor or subcontractor engaged under this agreement to fully comply with the provisions of the Nebraska Employment Security Law as provided by Neb.Rev.Stat. §48-601 through 48-671 (Reissue 2004), as amended, and the same are incorporated herein by this reference.

SECTION 7. It is agreed and understood by the parties hereto that Federal-Aid Policy Guide 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, as supplemented, revised or updated heretofore, is hereby expressly made a part of and incorporated into this agreement by this reference.

SECTION 8. In consideration of the payment as mentioned in Section 4 of this agreement the City agrees to relinquish or subordinate sufficient property rights or interests that it may have in property upon which it has an easement or similar right that will be occupied by the proposed highway improvement as are necessary for the construction, operation and maintenance of the highway facility.

SECTION 9. All traffic controls must comply with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). If the State furnishes the City a traffic control plan, the City must comply with the plan. The State has the right to shut down a City work area not in compliance with the Manual on Uniform Traffic Control Devices.

SECTION 10. The City shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, as set forth in Exhibit "A" attached hereto and hereby made a part of this agreement.

SECTION 11. The City agrees that it and any contractor or subcontractor engaged under this agreement will fully comply with the provisions of the Nebraska Employment Security Law as provided by Neb.Rev.Stat. §48-601 through 48-671 (Reissue 2004).

SECTION 12. The City agrees that the billing will be prepared and submitted in a manner to allow comparison with the approved estimate.

SECTION 13. BUY AMERICA LAW

BUY AMERICA REQUIREMENT – STEEL AND IRON PERMANENTLY INCORPORATED IN THE WORK

13.1 Overview. The Parties agree that all steel and iron permanently incorporated into Utility's relocation project must be manufactured or produced, including the application of coatings, in the United States, as required under the federal Buy America requirements of 23 USC § 313 and applicable regulations, including but not limited to 23 CFR § 635.410 and guidance of the Federal Highway Administration.

13.2 Duties of Utility. Utility agrees to fully comply with all federal Buy America requirements applicable to this Federal-aid transportation project and to not incorporate into utility facility relocation any materials, supplies, parts or equipment that do not fully comply with all Buy America requirements.

13.3 Process and Documentation Requirements. Utility shall not accept delivery of any iron or steel to be incorporated in the work without a certification from the supplier or provider stating that the iron or steel complies with the federal Buy America requirements. Utility shall immediately notify State if Utility becomes aware that steel or iron was permanently incorporated into the work without a proper certification of compliance with the Buy America requirements. When requested, Utility shall take any or all actions deemed necessary by State to remedy non-compliance or to prove compliance with the Buy America provisions. Utility shall retain and make readily available to State or FHWA, all Buy America documentation, including but not limited to, certifications, for ten years following final payment to Utility. The requirements of this section do not include (a) products for which Buy America waivers have been granted under 23 CFR § 635.410 or other applicable provisions or (b) materials excluded from the Buy America requirements, including but not limited to, the following: Assembly materials, attachment materials, miscellaneous electronics and hardware, encasements, fittings, associated materials required for maintenance, materials associated with temporary utility relocation, materials necessary to repair equipment that was discovered or damaged during construction and requires immediate action to restore to safe condition or to minimize adverse public impact, and existing utility materials that are relocated from one location to another within project limits.

The following definitions of materials that are not subject to BA apply to utilities:

- Assembly Materials (miscellaneous steel) – The collection of miscellaneous materials used to fasted, hold, attach, secure and/or assemble materials including but not limited to nuts,

bolts, U-bolts, screws, washers, clips, fittings, sleeves, lifting hooks, mounting brackets, pole steps, clamps, brackets, mountings, straps, fasteners, hooks, pins, braces, disks, clevises, couplers, swivels, snaps, crimps, trunnions, dead-ends, compression swages, and other miscellaneous materials used to assemble.

- Attachment Materials – An item or material that is not an integral part or permanently attached to the pole, pipe, or valve. Cross arms are an exception to this rule and do not qualify as attachment materials. Attachment materials include but are not limited to, cross arm bracing, insulators, avian equipment, miscellaneous hardware (defined below), fittings racks, ladders, encasements, guy wire, strand, conductors and tubing 0.75 inch diameter or less.
- Conductor – A material (specifically wires and cables) that allows the flow of energy including electricity, heat, data, audio/video transmissions, etc.
- Encasements – Include cabinets, housings, boxes, vaults, covers, shelves, and other items used to protect or house equipment or miscellaneous electronics.
- Fittings – Individual parts used to join, adjust or adapt a system of pipes including but not limited to, elbows, tees, wyes, crosses, nipples, reducers, end caps, couplers, o-lets, transitions, connectors (steady state, seismic and flexible), unions, mechanical flanges (not permanently affixed to the pipe), bushings, ferrules, gaskets, O-rings, plugs, or taps.
- Maintenance – An action or application of materials necessary to keep a system functioning safely and at optimal capacity; general up-keep.
- Miscellaneous Electronics – Manufactured products or assemblies consisting of many components such as electronic equipment, routers, switches, radios, processors, power supplies, batteries, antennas, splice cases, pre-connectorized hubs and terminals, and cross-boxes.
- Miscellaneous Hardware – An assembly of small parts that are compiled to form a finished product that is often used independently or as an attachment material, including but not limited to, transformers, locks, switches, cutouts, regulators, gauges, meters, barometers, strainers, filters, pilots, arrestors, insulators, ball bearings, dampeners, needle valves, braces, pipe supports, actuators, motors, and pumps.

13.4 Reimbursement. Utility shall provide to State copies of all certifications received when Utility submits invoice(s) for payment. Utility agrees that State will not pay any invoices submitted by Utility if Utility cannot prove compliance with the Buy America requirements for federal-aid transportation projects. Utility shall repay State all funds previously paid by State to Utility in the event State subsequently determines Utility has not met the federal Buy America requirements.

13.5 Non-Compliance. Utility understands that State will not monitor Utility's project or Utility's compliance with the federal Buy America requirements. In the event the Utility completes its project but is unable to provide all necessary Buy America certifications, Utility may, in State's sole discretion, be required at its sole cost to remove all non-compliant or non-certified materials and install compliant materials.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the _____ this _____ day of _____, 20___.

ATTEST: CITY OF FREMONT

_____ _____

EXECUTED by the State this _____ day of _____, 20___.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

_____ _____

Utilities Engineer Roadway Design Engineer

AGR18-ze

NONDISCRIMINATION CLAUSES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

(1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "A"

Estimate Description	Date and Rev #	
FDU RELOCATE ESTIMATE TOTALS	02/24/2020 REV0	
Labor (Includes Demolition)		$106,256.00
Equipment		$71,540.00
Contracts (Outside Services)		$848,375.00
Materials		$182,456.05
Esimtates Sub-Total		$1,208,627.05
Contingency		10.00%
	Esimtates Grand Total	**$1,329,489.76**
Breakout		
	Electric	**$568,606.56**
	Water	**$760,883.20**

2/24/2020 REV0 NMR

Recommended
Date 3/16/20
Approved
Date 3/16/20

Exhibit "B"

Estimate Description	Date and Rev #
SHEET 1 - HWY 77/DOVES COVE	02/24/2020 REV0

Labor (Includes Demolition)

Description	*Rate*	*Hours*	*Total*
Engineering/Design	$58.00	4	$232.00
Project Management/Administration	$58.00	16	$928.00
Labor Hours (Line Crew, 3 Man, 8 Hour Days, No OT)	$58.00	216	$12,528.00
Working Days (Ref Only)	9.00		
Sub-Total Labor			$13,688.00

Equipment

Description	*Rate*	*Hours*	*Total*
Line Truck	$65.00	72	$4,680.00
Crew Truck	$25.00	72	$1,800.00
Digger	$75.00	72	$5,400.00
Reel Trailer	$25.00	8	$200.00
Sub-Total Equipment			$12,080.00

Contracts (Outside Services)

Description	*Rate*	*Quantiy (ft)*	*Total*
Boring (2) 2"	$17.00	875	$14,875.00
Sub-Total Contracts			$14,875.00

Materials

Description	*Cost*	*Quantity*	*Unit*	*Total*
2" Continuous Conduit HDPE	$0.83	1770	ft	$1,469.10
1/0 AL ERP Underground Conductor	$2.55	955	ft	$2,435.25
Polymer Suspension Insulator	$9.37	2	ea	$18.74
4 1/4" Porcelain Suspension Insulator	$10.43	2	ea	$20.86
#4-#1/0 Strain Clamp	$5.89	4	ea	$23.56
Single Helix Anchor Assembly	$65.40	2	ea	$130.80
10.8k Guy Wire Assembly	$72.93	2	ea	$145.86
Single Phase Riser Protection Assembly 1/0	$160.08	2	ea	$320.16
Single Phase Riser Terminator Assembly 1/0	$179.33	2	ea	$358.66
Sub-Total Materials				$4,922.99
Material Handling (10%)				$492.30
Materials Total				$5,415.29

Totals

Labor	$13,688.00
Equipment	$12,080.00
Contracts	$14,875.00
Materials	$5,415.29
Sub-Total	$46,058.29
Contingency	10.00%
Estimate - Grand Total	$50,664.12

Exhibit "B"

Estimate Description	Date and Rev #
SHEET 2 - CROSSING AT SOUTH PLATTE AVE	02/24/2020 REV0

Labor (Includes Demolition)

Description	*Rate*	*Hours*	*Total*
Engineering/Design	$58.00	4	$232.00
Project Management/Administration	$58.00	4	$232.00
Labor Hours (Line Crew, 3 Man, 8 Hour Days, No OT)	$58.00	120	$6,960.00
Working Days (Ref Only)	5.00		
Sub-Total Labor			$7,424.00

Equipment

Description	*Rate*	*Hours*	*Total*
Line Truck	$65.00	40	$2,600.00
Crew Truck	$25.00	40	$1,000.00
Digger	$75.00	20	$1,500.00
Vac Trailer	$45.00	8	$360.00
Sub-Total Equipment			$5,460.00

Contracts (Outside Services)

Description	*Rate*	*Quantiy (ft)*	*Total*
Sub-Total Contracts			$0.00

Materials

Description	*Cost*	*Quantity*	*Unit*	*Total*
45 Foot Class 3 Utility Pole	$470.02	4	ea	$1,880.08
6" Post Insulator	$4.66	11	ea	$51.26
Polymer Suspension Insulator	$9.37	12	ea	$112.44
4 1/4" Porcelain Suspension Insulator	$10.43	4	ea	$41.72
#4-#1/0 Strain Clamp	$5.89	16	ea	$94.24
Triple Helix Anchor Assembly	$211.18	2	ea	$422.36
18k Guy Wire Assembly	$87.31	4	ea	$349.24
Crossarm - 3 Wire Tangent Neutral High Assembly T-16-BF	$229.39	1	ea	$229.39
Crossarm 4 Wire Horizontal Deadend Assembly T-B2761-B4FG	$421.82	4	ea	$1,687.28
1" Lead Head Pin for Insulator	$4.16	6	ea	$24.96
Fused Cutout 15kV	$71.53	3	ea	$214.59
Push Brace Hardware Assembly	$58.84	2	ea	$117.68
Sub-Total Materials				$5,225.24
Material Handling (10%)				$522.52
Materials Total				$5,747.76

Totals

Labor	$7,424.00
Equipment	$5,460.00
Contracts	$0.00
Materials	$5,747.76
Sub-Total	$18,631.76
Contingency	10.00%
Estimate - Grand Total	$20,494.94

Exhibit "B"

Estimate Description	Date and Rev #
SHEET 3 - CROSSING AT SOUTH YAGER RD	02/24/2020 REV0

Labor (Includes Demolition)

Description	*Rate*	*Hours*	*Total*
Engineering/Design	$58.00	4	$232.00
Project Management/Administration	$58.00	8	$464.00
Labor Hours (Line Crew, 3 Man, 8 Hour Days, No OT)	$58.00	96	$5,568.00
Working Days (Ref Only) 4.00			
Sub-Total Labor			$6,264.00

Equipment

Description	*Rate*	*Hours*	*Total*
Line Truck	$65.00	32	$2,080.00
Crew Truck	$25.00	32	$800.00
Digger	$75.00	16	$1,200.00
Reel Trailer	$25.00	8	$200.00
Sub-Total Equipment			$4,280.00

Contracts (Outside Services)

Description	*Rate*	*Quantiy (ft)*	*Total*
Boring (2) 4"	$25.00	415	$10,375.00
Sub-Total Contracts			$10,375.00

Materials

Description	*Cost*	*Quantity*	*Unit*	*Total*
4" Continuous Conduit HDPE	$3.22	850	ft	$2,737.00
1/0 AL ERP Underground Conductor	$2.55	1485	ft	$3,786.75
Polymer Suspension Insulator	$9.37	6	ea	$56.22
4 1/4" Porcelain Suspension Insulator	$10.43	2	ea	$20.86
#4-#1/0 Strain Clamp	$5.89	8	ea	$47.12
Triple Helix Anchor Assembly	$211.18	2	ea	$422.36
18k Guy Wire Assembly	$87.31	4	ea	$349.24
Crossarm 3 Wire Neutral Hight Deadend Assembly T-17-DF	$354.69	2	ea	$709.38
Three Phase Riser Protection Assembly 1/0-750	$362.18	2	ea	$724.36
Three Phase Riser Terminator Assembly 1/0	$490.22	2	ea	$980.44
Sub-Total Materials				$9,833.73
Material Handling (10%)				$983.37
Materials Total				$10,817.10

Totals

Labor	$6,264.00
Equipment	$4,280.00
Contracts	$10,375.00
Materials	$10,817.10
Sub-Total	$31,736.10
Contingency	10.00%
Estimate - Grand Total	$34,909.71

Exhibit "B"

Estimate Description	Date and Rev #
SHEET 4 - CROSSING AT SOUTH DOWNING ST	02/24/2020 REV0

Labor (Includes Demolition)

Description	*Rate*	*Hours*	*Total*
Engineering/Design	$58.00	4	$232.00
Project Management/Administration	$58.00	16	$928.00
Labor Hours (Line Crew, 3 Man, 8 Hour Days, No OT)	$58.00	216	$12,528.00
Working Days (Ref Only)	9.00		
Sub-Total Labor			$13,688.00

Equipment

Description	*Rate*	*Hours*	*Total*
Line Truck	$65.00	72	$4,680.00
Crew Truck	$25.00	72	$1,800.00
Digger	$75.00	24	$1,800.00
Reel Trailer	$25.00	8	$200.00
Sub-Total Equipment			$8,480.00

Contracts (Outside Services)

Description	*Rate*	*Quantiy (ft)*	*Total*
Boring (2) 6"	$50.00	1075	$53,750.00
Sub-Total Contracts			$53,750.00

Materials

Description	*Cost*	*Quantity*	*Unit*	*Total*
6" Continuous Counduit HPDE	$4.90	2170	ft	$10,633.00
750MCM AL ERP Underground Conductor	$8.62	3465	ft	$29,868.30
Mainline Switch Group Operated Assembly	$3,874.16	1	ea	$3,874.16
Mainline Switch Underslung Assembly	$948.38	1	ea	$948.38
6" Bell Porcelain Suspension Insulator	$17.94	2	ea	$35.88
10 Bell Porcelain Suspension Insulator	$42.47	12	ea	$509.64
#4/0-336.4 Strain Clamp	$11.61	8	ea	$92.88
Triple Helix Anchor Assembly	$211.18	4	ea	$844.72
25k Guy Wire Assembly	$118.33	6	ea	$709.98
Crossarm 3 Wire Neutral Hight Deadend Assembly T-17-DF	$354.69	2	ea	$709.38
Three Phase Riser Protection Assembly 1/0-750	$362.18	2	ea	$724.36
Three-Phase Riser Terminator Assembly 750	$1,148.31	2	ea	$2,296.62
Sub-Total Materials				$51,247.30
Material Handling (10%)				$5,124.73
Materials Total				$56,372.03

Totals

Labor	$13,688.00
Equipment	$8,480.00
Contracts	$53,750.00
Materials	$56,372.03
Sub-Total	$132,290.03
Contingency	10.00%
Estimate - Grand Total	$145,519.03

Exhibit "B"

Estimate Description	Date and Rev #
SHEET 7 - CROSSING AT 275 BYPASS	02/24/2020 REV0

Labor (Includes Demolition)

Description	*Rate*	*Hours*	*Total*
Engineering/Design	$58.00	24	$1,392.00
Project Management/Administration	$58.00	80	$4,640.00
Labor Hours (Line Crew, 3 Man, 8 Hour Days, No OT)	$58.00	720	$41,760.00
Working Days (Ref Only)	30.00		
Sub-Total Labor			$47,792.00

Equipment

Description	*Rate*	*Hours*	*Total*
Line Truck	$65.00	240	$15,600.00
Crew Truck	$25.00	240	$6,000.00
Digger	$75.00	120	$9,000.00
Vac Trailer	$45.00	40	$1,800.00
Reel Trailer	$25.00	48	$1,200.00
Sub-Total Equipment			$33,600.00

Contracts (Outside Services)

Description	*Rate*	*Quantiy (ft)*	*Total*
Boring (2) 4"	$25.00	1275	$31,875.00
Boring (2) 6"	$50.00	505	$25,250.00
Sub-Total Contracts			$57,125.00

Materials

Description	*Cost*	*Quantity*	*Unit*	*Total*
4" Continuous Conduit HDPE	$3.22	2600	ft	$8,372.00
6" Continuous Counduit HPDE	$4.90	1030	ft	$5,047.00
1/0 AL ERP Underground Conductor	$2.55	5840	ft	$14,892.00
750MCM AL ERP Underground Conductor	$8.62	1755	ft	$15,128.10
336.4 ACSR Overhead Conductor	$1.92	1818	lb	$3,490.56
4/0 ACSR Overhead Conductor	$1.77	483	lb	$854.91
Mainline Switch Group Operated Assembly	$3,874.16	1	ea	$3,874.16
Mainline Switch Underslung Assembly	$948.38	1	ea	$948.38
45 Foot Class 3 Utility Pole	$470.02	11	ea	$5,170.22
6" Post Insulator	$4.66	45	ea	$209.70
6" Bell Porcelain Suspension Insulator	$17.94	7	ea	$125.58
10 Bell Porcelain Suspension Insulator	$42.47	42	ea	$1,783.74
#4/0-336.4 Strain Clamp	$11.61	28	ea	$325.08
Triple Helix Anchor Assembly	$211.18	12	ea	$2,534.16
25k Guy Wire Assembly	$118.33	19	ea	$2,248.27
Crossarm - 3 Wire Tangent Neutral High Assembly T-16-BF	$229.39	9	ea	$2,064.51
Crossarm - 4 Wire Horizontal Tangent Assembly T-16F-4	$244.87	1	ea	$244.87
Crossarm 3 Wire Neutral Hight Deadend Assembly T-17-DF	$354.69	2	ea	$709.38
Crossarm 4 Wire Horizontal Deadend Assembly T-B2761-B4FG	$421.82	5	ea	$2,109.10
Three-Phase Pad Mount Splice Enclosure Assembly	$761.47	2	ea	$1,522.94
Three-Phase Flush Mount Splice Enclosure Assembly	$630.68	1	ea	$630.68
1" Angle Lead Head Pin for Insulator	$17.12	12	ea	$205.44
Fiberglass Transformer Pad	$300.34	1	ea	$300.34
Padmount Grounding Assembly	$37.04	3	ea	$111.12
Three Phase Riser Protection Assembly 1/0-750	$362.18	3	ea	$1,086.54
Three Phase Riser Terminator Assembly 1/0	$490.22	1	ea	$490.22
Three-Phase Riser Terminator Assembly 750	$1,148.31	2	ea	$2,296.62
4-Way Splice Enclosure Bushing Assembly	$171.54	3	ea	$514.62
3-Way Splice Enclosure Bushing Assembly	$128.85	3	ea	$386.55
Splice Enclosure Termination 3-Phase 1/0 Assembly	$177.12	4	ea	$708.48
Splice Enclosure Termination Single Phase 1/0 Assembly	$61.46	2	ea	$122.92
Sub-Total Materials				$78,508.19
Material Handling (10%)				$7,850.82
Materials Total				$86,359.01

Totals

Labor	$47,792.00
Equipment	$33,600.00
Contracts	$57,125.00
Materials	$86,359.01
Sub-Total	$224,876.01
Contingency	10.00%
Estimate - Grand Total	$247,363.61

Exhibit "B"

Estimate Description	Date and Rev #
SHEET 8 - OLD HWY 8 INTERCONNECT	02/24/2020 REV0

Labor (Includes Demolition)

Description	*Rate*	*Hours*	*Total*
Engineering/Design	$58.00	4	$232.00
Project Management/Administration	$58.00	16	$928.00
Labor Hours (Line Crew, 3 Man, 8 Hour Days, No OT)	$58.00	216	$12,528.00
Working Days (Ref Only)	9.00		
Sub-Total Labor			$13,688.00

Equipment

Description	*Rate*	*Hours*	*Total*
Line Truck	$65.00	72	$4,680.00
Crew Truck	$25.00	72	$1,800.00
Digger	$75.00	8	$600.00
Vac Trailer	$45.00	8	$360.00
Reel Trailer	$25.00	8	$200.00
Sub-Total Equipment			$7,640.00

Contracts (Outside Services)

Description	*Rate*	*Quantiy (ft)*	*Total*
Boring (2) 4"	$25.00	970	$24,250.00
Sub-Total Contracts			$24,250.00

Materials

Description	*Cost*	*Quantity*	*Unit*	*Total*
4" Continuous Conduit HDPE	$3.22	1960	ft	$6,311.20
1/0 AL ERP Underground Conductor	$2.55	3090	ft	$7,879.50
Three-Phase Pad Mount Splice Enclosure Assembly	$761.47	1	ea	$761.47
URD Elbow Arrestor	$71.66	3	ea	$214.98
Single Phase Riser Protection Assembly 1/0	$160.08	1	ea	$160.08
Single Phase Riser Terminator Assembly 1/0	$179.33	1	ea	$179.33
3-Way Splice Enclosure Bushing Assembly	$128.85	3	ea	$386.55
Splice Enclosure Termination 3-Phase 1/0 Assembly	$177.12	1	ea	$177.12
Splice Enclosure Termination Single Phase 1/0 Assembly	$61.46	1	ea	$61.46
Sub-Total Materials				$16,131.69
Material Handling (10%)				$1,613.17
Materials Total				$17,744.86

Totals

Labor	$13,688.00
Equipment	$7,640.00
Contracts	$24,250.00
Materials	$17,744.86
Sub-Total	$63,322.86
Contingency	10.00%
Estimate - Grand Total	$69,655.14

Exhibit "B"

Estimate Description	Date and Rev #
SHEET 5 - CROSSING AT OLD 275 - WATER	02/24/2020 REV0

Labor (Includes Demolition)

Description	*Rate*	*Hours*	*Total*
Project Management/Administration	$58.00	24	$1,392.00
Sub-Total Labor			$1,392.00

Equipment

Description	*Rate*	*Hours*	*Total*
Sub-Total Equipment			$0.00

Contracts (Outside Services)

Description	*Rate*	*Quantiy (ft)*	*Total*
Casing - 42" Steel on 30" Water Main	$400.00	290	$116,000.00
Sub-Total Contracts			$116,000.00

Materials

Description	*Cost*	*Quantity*	*Unit*	*Total*
Sub-Total Materials				$0.00
Material Handling (10%)				$0.00
Materials Total				$0.00

Totals

Labor	$1,392.00
Equipment	$0.00
Contracts	$116,000.00
Materials	$0.00
Sub-Total	$117,392.00
Contingency	10.00%
Estimate - Grand Total	$129,131.20

2/24/2020 REV0 NMR

Exhibit "B"

Estimate Description	Date and Rev #
SHEET 6 - CROSSING AT 275 BYPASS - WATER	02/24/2020 REV0

Labor (Includes Demolition)

Description	*Rate*	*Hours*	*Total*
Project Management/Administration	$58.00	40	$2,320.00
Sub-Total Labor			$2,320.00

Equipment

Description	*Rate*	*Hours*	*Total*
Sub-Total Equipment			$0.00

Contracts (Outside Services)

Description	*Rate*	*Quantiy (ft)*	*Total*
Casing - 42" Steel on 30" Water Main	$400.00	1430	$572,000.00
Sub-Total Contracts			$572,000.00

Materials

Description	*Cost*	*Quantity*	*Unit*	*Total*
Sub-Total Materials				$0.00
Material Handling (10%)				$0.00
Materials Total				$0.00

Totals

Labor	$2,320.00
Equipment	$0.00
Contracts	$572,000.00
Materials	$0.00
Sub-Total	$574,320.00
Contingency	10.00%
Estimate - Grand Total	$631,752.00

2/24/2020 REV0 NMR

Exhibit "B"

RESOLUTION NO. 2020-074

A Resolution of the City Council of the City of Fremont, Nebraska, to authorize execution of the Utility Agreement with the Nebraska Department of Transportation for Water and Electrical Relocations for the Fremont Southeast Bypass.

WHEREAS: The Nebraska Department of Transportation is programming the Fremont Southeast Bypass, Highway 77; and

WHEREAS: The City of Fremont owns and maintains utilities which will be in conflict with the proposed alignment; and

WHEREAS: The City of Fremont and the Nebraska Department of Transportation wish to enter into a Utility Agreement setting the conditions for relocating said utilities: and

BE IT RESOLVED: by the City Council of Fremont that: Scott Getzschman, Mayor of the City of Fremont, Nebraska is hereby authorized to sign the attached Utility Agreement between the City of Fremont and the Nebraska Department of Transportation:

NDOR Project Number 77-3(1036)

NDOR Control Number 22722

NDOR Project Description: Fremont Southeast Bypass, Water and Electrical Relocation

PASSED AND APPROVED THIS 14th DAY OF APRIL, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tylor Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Holzerland, Communications Director

DATE: April 14, 2020

SUBJECT: Support renewal with GeoComm, Inc.

Recommendation: Approve resolution 2020-075 to renew support contact for GIS, interface and mapping services for 911 PSAP.

Background: In 2019, the Fremont/Dodge County 911 Center signed a contract with Geo-Comm, Inc. to provide mapping software/hardware for the 911 system. This agreement also provided for 5 years of support, billed annually. The first year of maintenance and support charges take effect May 1, 2020 and continue through April 30, 2021.

Fiscal Impact: $5000, budgeted expense

GEOCOMM	**Software Support Renewal Contract** **#03.20 DCNE** March 10, 2020
Geo-Comm, Inc. **EIN # 41-1811590** **601 West St. Germain** **St. Cloud, MN 56301** **Phone: (320) 240-0040** **www.geo-comm.com**	**Dodge County 9-1-1** **Shelly Holzerland** **Communications Director** **725 N. Park Ave.** **Fremont, NE 68025** **Phone: (402) 727-2677** **E-mail: shelly.holzerland@fremontne.gov**

Software Description	No. of Licenses	Annual Total
GeoLynx Server Dispatch Mapping Software Support	4	$4,000.00
Network Analyst Extension for Server Software Support	1	Included
Standard Dispatch CAD Interface Support	1	$1,000.00
	Grand total:	**$5,000.00**

Software support services provided from May 1, 2020 through April 30, 2021.

A description of the services covered under this contract is attached and made a part of this agreement as Exhibit A.

Customer agrees to pay GeoComm:

$5,000.00 invoiced net 45 days upon contract signing

Customer Authorization	
Signature	
Print Name	
Purchase Order # (if required)	
Date	

Exhibit A – Software Support Services

Software Support Services

To engage GeoComm's software support services for issues related to GeoComm's software please contact Software Support by email at swsupport@geo-comm.com or by phone at 1.866.837.7379. All calls for service are logged into our customer relationship management software.

Software support services are provided during regular business hours from 8 a.m. to 5 p.m. Central Standard Time, Monday through Friday, excluding holiday. For 24/7 emergency services (as described below) please call 1.866.837.7379.

GeoComm response time commitment for GeoComm software support is as follows:

Priority	Examples	Response Time
Critical Impact - Service Not Available (Emergency 24/7)	Service is unavailable or halted Data is unavailable or nonfunctional Service productivity or functionality is severely compromised There is a complete loss of service for all End Users and there is no ability to avoid or reduce the incident via a workaround Loss of one or more of the following: Essential Server Functionality, Base Map Functionality, 911 Call Plotting Functionality, connectivity to the hosting site, access to the system, ability to upload map data	Less than two clock hours
Major Impact – Severely Impaired (Emergency 24/7)	Service performance and/or functionality for all End Users is seriously impaired or degraded There is no workaround Bad Map Data Deployed or Data accuracy is seriously impaired Bad Call Parsing Rules or change in ALI message format	Less than four clock hours
Minor Impact – Minimal Degraded Performance or Functionality; Single User Issues	Service has encountered a non-critical issue with minimal loss of performance and/or functionality Data accuracy is minimally degraded May be identified as a functional defect Complete stoppage of a Single End User in a multi-user environment A partial loss of service for an End User and there is a workaround to reduce the impact to End User No Access to Online or Local Pictometry Loss of CAD or AVL Functionality Problems with accessing or configuring GeoComm Software ArcGIS versioning issues with GeoComm Software GIS Toolbar not functioning	Less than 16 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time
Low Impact – Single User Application Issue	Service is unavailable or degraded for a Single End User in a multi-user environment	Less than 24 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time
No Impact	Password resets Requests for access rights	Less than 48 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time

Note: Non-emergency calls after hours may result in GeoComm invoicing customer for a minimum of one hour of work. Fees will be invoiced in addition to the normal annual support and maintenance.

Remote Connection Services

In order for GeoComm to provide technical support services, GeoComm will require the customer to grant permission to remotely connect to customer's system. If the customer doesn't grant remote access, then support services will be limited. GeoComm will use a Criminal Justice Information Services (CJIS) compliant software to connect remotely to customer's environment.

Customer Responsibilities

- Purchasing and managing equipment, network including internet connectivity, hardware, operating system and other non-GeoComm related upgrades
- Ensure operating systems meet GeoComm software requirements
- Install operating systems patches as required
- Make connections available for remote technical support of GeoComm Software Solutions otherwise services will be limited
- Maintain system backups and copies of current map data files

Support Service Do Not Include

- Onsite services unless contracted separately
- Hardware or operating systems issues/failures. In the event of a hardware failure then GeoComm will only cover remote installation.
- Customized programming
- Resolving other vendor and/or customer issues (ex: changing network settings, interfaces, etc.)
- Re-installation of software due to Customer opting to do a clean OS install, upgrade of hardware or relocation of facilities
- Modification of the GIS map data for non-GeoComm Maintenance Customers
- Tampering of software or non-approved modifications made by customer or third parties

All of GeoComm's software have web helps within the software and that can be very helpful to users, especially when first learning the software. The web helps also includes license agreement, which explains what can and can't be done with the software. Additional terms and conditions around cancellations can be found at: https://www.geo-comm.com/terms/.

RESOLUTION NO. 2020-075

A Resolution of the City Council of the City of Fremont, Nebraska, renew software support with GeoComm, Inc.

WHEREAS, Fremont/Dodge County 911 has a 5 year support agreement with GeoComm, Inc. to maintain mapping software; and,

WHEREAS, The 2020-2021 payment is due.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont accepts the software support renewal contract with GeoComm, Inc. in the amount of $5,000.00 to provide software support for the dispatch and 911 mapping software and interface.

PASSED AND APPROVED THIS 14th day of April, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Troy Schaben, Assistant City Administrator - Utility

DATE: April 14, 2020

SUBJECT: City Master Fee Schedule Update

Recommendation: Approve the Resolution 2020-076 for updates to the Master Fee

Background: The City Council approved the Master Fee Schedule Update at the February 11, 2020 City Council Meeting. The fee schedule showing $250 is correct; however, the change to the description was not made. The description should be changed from “Developer Additional Fee for Duplex, Triplex, Quadplex, etc (per unit)” to “New Residential Underground Electric Service Connection Fee (per service)

Fiscal Impact: None.

Fremont Fee Schedule - Updated April 14, 2020	Fremont
Airport Hanger	
45' X 21' (monthly)	$181.50
56' X 16' (monthly)	$363.00
60' X17' (monthly)	$363.00
Crop Duster Permit	$1,200.00
Hangar P-1	$250.00
Hangar P-2	$580.00
Aquatics	**Fremont**
Ronin Pool	
Daily Admissions Age (5 yrs. & under)	Free
Daily Admissions Age (6 yrs. to 17 yrs.)	$4.00
Daily Admissions Ages (18 yrs. to 54 yrs.)	$4.00
Daily Admissions Ages (55 +)	$4.00
Family Pass (up to 5 people, each additional $10.00)	$125.00
Season Pass Youth/Senior +55	$70.00
Season Pass Adult	$70.00
Coupon Book (10 swims)	$40.00
Private Pool Rental per hour (2) hr. min	$150.00
Splash Station	**Fremont**
Concessions	% of sales
Daily Admission Age (4 & under)	Free
Daily Admission Age (5 yrs. to 17 yrs.)	$6.00
Daily Admission Age (18 yrs. to 54 yrs.)	$6.00
Daily Admission Age (55 yrs. & older)	$6.00
Family of 6-Day Pass	$30.00
Coupon Book (10) Swims	$55.00
Youth Season	$80.00
Adult Season	$80.00
Sr Adult 55+ Season	$80.00
Kinder Swim (per session) = 5 lessons 30 mins each	$30.00
Learn to swim (per session)= 8 lessons 35 mins each	$40.00
Private swimming lessons (per lesson) 30 mins each	$15.00
Family Pass (up to 5 people, each additional $20.00)	$225.00
Private Pool Rental (per hour)	$400.00
Cemetery (Ridge)	**Fremont**
GRAVE OPENINGS	
Grave opening/closing-weekday	$610.00
Grave opening-Sat. prior to 11am	$765.00
Baby grave opening/closing weekday	$325.00
Baby grave opening-Sat. prior to 11am	$400.00
Cremation grave opening/closing-weekday	$300.00
Cremation grave opening-Sat. prior to 11am	$410.00
Niche price-includes first opening/closing & engraving	$1,250.00
Niche opening/closing second burial-weekday	$135.00

Niche opening second burial-Sat. prior to 11am	$170.00
Niche engraving second burial	$140.00
ADDITIONAL & LATE FEES	**Fremont**
Less than 48 hours notice for grave opening	$170.00
Winter grave opening (Dec, Jan, Feb)	$55.00
Penalty fee for every 15 min late after 11am on Sat	$80.00
Right of Burial 8'	$515.00
Right of Burial 10'	$590.00
DISENTERNMENT/REINTERNMENT FEES	**Fremont**
Disinterment	$960.00
Reinternment	$610.00
Disinterment Infant	$440.00
LOT PRICES	**Fremont**
Eight Foot Grave	$515.00
Ten Foot Grave	$590.00
Transfer of Deed (two outside parties)	$75.00
MARKER/MONUMENT SETTING/MAINTENANCE FEES	**Fremont**
Markers or Slants Single	$25.00
Markers or Slants Double	$50.00
Monuments - Singles & Doubles	**Fremont**
Base Length:	
Under 4'	$50.00
4'-4'11"	$75.00
5'-5'11"	$100.00
6'-6'11"	$125.00
7'-7'11"	$150.00
8' & Over	$200.00
City Clerk (also see public records)	**Fremont**
Bungee jumping permit	$100.00
Crowed event clean up fee (city council required approval)	$500.00
Cds, dvds, maps and records any public records which cannot be reproduced by the City's photocopying equipment	Cost
Computer generated printout (per page)	$0.25
Construction/Demolition Obstruction Permit (30 days)	$100.00
Copying fees (per page one side)	$0.25
Electronic records (per page)	$0.25
Facsimile transmission (per page)	$1.00
No Trespassing/Parking application fee	$55.00
Reserved Parking (per stall)	$0.50
Removal of (No Trespassing/Parking) publication cost	$55.00
Trailer Camp License application fee	$10.00
Pet Licensing	**Fremont**
Animal avocation inspection	$100.00
Animal avocation inspection (annually)	$50.00

Dangerous Animal (harboring)(fine)(per day)	$100.00
Duplicate Tag	$1.00
Delinquent Tag (after Feb 1st) additional	$5.00
Failure to display tags (fine)	$10.00
Feral cat colony caretaker application	$25.00
Feral cat colony caretaker inspection (biennially)	$25.00
License Neutered/spayed animal	$10.00
License Un-neutered/spayed animal	$15.00
Outside Agencies Fees for issuing Pet License	$1.00
Community Centers	**Fremont**
Auditorium (Regular Rate)	
Deposit (small rooms)	$100.00
Deposit (large venue)	$250.00
Deposit Commercial	$350.00
Regular Rate (week days M-Th) (per day)	$275.00
Regular Rate (weekend Fri- Sun) (per day)	$375.00
Kitchen (week days M-Th) (per day)	$40.00
Kitchen (weekend Fri-Sun) (per day)	$55.00
Community Room (week days M-Th) (per day)	$65.00
Community Room (weekend Fri-Sun) (per day)	$85.00
Auditorium Commercial	**Fremont**
Commercial Rate (per day)	$450.00
Kitchen (per day)	$60.00
Community Room (per day)	$90.00
Christensen Field (Regular Rate)	**Fremont**
Craft show table rental fee	$35.00
Main Arena (Mon-Th)(per day)	$365.00
Main Arena (Fri-Sun)(per day)	$490.00
Main Arena Kitchen (Mon-Th)(per day)	$40.00
Main Arena Kitchen (Fri-Sun)(per day)	$55.00
Meeting Room (Mon-Th)(per day)	$70.00
Meeting Room (Fri-Sun)(per day)	$90.00
Friendship Center Kitchen (Mon -Th)(per day)	$40.00
Friendship Center Kitchen (Fri-Sun)(per day)	$55.00
Friendship Center (Mon-Th)(per day)	$260.00
Friendship Center (Fri-Sun)(per day)	$345.00
Indoor Horse Arena (Mon-Th)(per day)	$225.00
Indoor Horse Arena (Fri-Sun)(per day)	$275.00
I.A. Kitchen (Mon-Th) (per day)	$35.00
I.A. Kitchen (Fri-Sun)(per day)	$50.00
Stage (per day)	$60.00
Short Stage (per day)	$30.00
Outdoor Arena (Mon-Th)(per day)	$125.00
Outdoor Arena (Fri-Sun)(per day)	$150.00
Enclosed Barn (Mon-Th)(per day)	$75.00

Enclosed Barn (Fri-Sun)(per day)	$100.00
Horse Stalls (per day)	$15.00
Camping (per day)	$20.00
Heat *(determined by usage)*	Varies
Christensen Field (Commercial Rate)	**Fremont**
Main Arena (per day)	$560.00
Main Arena Kitchen (per day)	$55.00
Meeting Room (per day)	$90.00
Friendship Center Kitchen (per day)	$55.00
Friendship Center (per day)	$425.00
Indoor Horse Arena (Mon-Th)(per day)	$325.00
I.A. Kitchen (per day)	$40.00
Stage (per day)	$60.00
Short Stage (per day)	$30.00
Outdoor Arena (per day)	$225.00
PA System	$30.00
Holidays (1.5 X) Regular and Commercial Rate	Varies
Community Development	**Fremont**
Building Department Registrations	**Fremont**
Asphalt and Concrete work license	$25.00
Contractor Registration	$50.00
First Class Arborist Renewal	$35.00
First Class Arborist (New)	$55.00
First Class Arborist (Expired)	$45.00
Forestry Reciprocity license	$20.00
Second Class Arborist Renewal	$35.00
Second Class Arborist (New)	$55.00
Second Class Arborist (Expired)	$25.00
Concrete Worker (per year)	$20.00
Electrical Master (Examination)	$275.00
Electrical Master Registration (Initial)	$75.00
Electrical Apprentice (per year)	$30.00
Electrical Journeyman (Examination)	$275.00
Electrical Journeyman (per year)	$30.00
Mechanical Master (initial)	$75.00
Mechanical Tradesmen (per year)	$30.00
Mechanical Apprentice (per year)	$30.00
Plumber Master (Initial)	$75.00
Plumber Journeyman (per year)	$30.00
Plumber Apprentice (per year)	$30.00
Renewal Registration (per year)	$30.00
Wastewater Treatment Professional (onsite) Septic (per year)	$75.00
Water Conditioning Contractor/Installer (per year)	$30.00
Building Permit Fee	**Fremont**
Annual Permit Fee	$1,000.00

Driveway Approach Permit	$20.00
Commercial Grading	$100.00
Park Fee	10% cost of building permit.
Permit fees for *new construction and additions* shall be based on the square footage of the proposed work. See Appendage	Varied
Permit fees for building alterations, accessory structures, decks, porches, in-ground pools, roofs, siding, windows, doors, gutters and other work not specifically stated in flat fee permit list shall be based on the total valuation of the project. See the following fee schedule:	Varied
Residential Grading (Not Applicable At This Time)	$0.00
Special Inspection Requests (Supervisor)	Hourly Rate Supervisor Requested
Other Plan Review and Inspection Related Fees	
Inspections Performed Outside of Normal Business Hours (minimum 1.5 hour charge).	$300.00
Re-inspections. a. Inspections called for are not ready, or are not readily available for inspection, b. The building address or permit is not clearly posted, c. City approved plans are not on-site, or d. Correction items have not been corrected.	$50.00
Plan Review and Inspections For Which No Fee Is Specifically Identified. (per hour)	$50.00
Sidewalk Permit	**Fremont**
1-70 Linear ft	$10.00
71-140 Linear ft	$20.00
141-210 Linear ft	$30.00
211-280 Linear ft	$40.00
Temporary Certificate of Occupancy (TCO)	$100.00
Total Valuation	**Fremont**
$1 to $1,600	$30.00
$1,601 to $2,000	$30 for the first $1,600; plus $1.50 for each additional $100 or fraction thereof, up to and including $2,000
$2,001 to $25,000	$36 for the first $2,000; plus $6 for each additional $1,000 or fraction thereof, up to and including $25,000
$25,001 to $50,000	$174 for the first $25,000; plus $4.50 for each additional $1,000 or fraction thereof, up to and including $50,000
$50,001 to $100,000	$286.50 for the first $50,000; plus $3 for each additional $1,000 or fraction thereof, up to and including $100,000
$100,001 to $500,000	$436.50 for the first $100,000; plus $2.55 for each additional $1,000 or fraction thereof, up to and including $500,000

$500,001 and over	$1456.50 for the first $500,000; plus $2.10 for each additional $1,000 or fraction thereof
Flat Fee Permits	
Above Ground Pool	$30.00
Accessory Structure Demolition	$100.00
Building Moving Permit	$25.00
Commercial Work-Site Trailer (includes all hookups)	$100.00
Fence/Retaining Wall (0-300 Lineal Feet)	$30.00
Fence/Retaining Wall (301+ Lineal Feet)	$50.00
Footing/Foundation	$300.00
Full Demolition	$250.00
Interior Demolition	$125.00
New Mobile Home (includes all hookups)	$200.00
Septic System	$100.00
Septic System-Field Only	$50.00
Septic System-Tank Only	$50.00
Electrical Permit	**Fremont**
1-100 Amp	$30.00
101-200 Amp	$30.00
201-400 Amp	$65.00
401-600 Amp	$105.00
601-800 Amp	$145.00
801-1000 Amp	$185.00
Larger than 1001 Amp	$200.00
New Branch Circuit and Feeders	$30.00
Repair work on existing sign	$30.00
Repair/Work Existing Electrical Service	$30.00
Storm Damage Repair	$30.00
Mechanical Permit	**Fremont**
Cooling Only Replacement (includes electrical)	$30.00
Gas Piping	$30.00
Heating and Cooling Replacement (includes electrical)	$50.00
Heating Only Replacement (includes electrical)	$30.00
Mechanical Other	$30.00
Plumbing Permit	**Fremont**
Backflow Preventer/City Service Containment Device (RPZ)	$30.00
Fixture Opening	$30.00
Gas Piping	$30.00
Medical Gas Piping Openings	$30.00
Medical Gas Piping more than three openings (additional) per opening.	$10.00
Plumbing Other	$30.00
Sprinkler System	$30.00
Water Conditioner	$30.00
Water heater	$30.00

Work Performed Without A Permit Fee. penalties will be assessed:	
First Offense (plus the permit fees per the master fee schedule)	$100.00
Second Offense (plus the permit fees per the master fee schedule)	$500.00
Third Offense (general contractor loss of permits for 6 months) also includes all master registration contractors working without permit.	
Engineering	**Fremont**
Copy Fees	
8 1/2 X11 (black & white)	$0.25
8 1/2 X11 (color)	$0.25
11X17 (black & white)	$0.25
11X17 (color)	$0.50
18X24 (black & white)	$2.00
18X24 (color)	$4.00
24X36 (black &white)	$3.00
24X36 (color)	$6.00
30X42 (black &white(	$4.50
30X42 (color)	$9.00
36X48 (black &white)	$6.00
36X48 (color)	$12.00
Maps	**Fremont**
Black & White	$6.00
Color	$12.00
Fire Department	**Fremont**
EMS	
Basic Life Saving Emergent	$671.00
Advanced Life Support 1	$805.00
Advanced Life Support 2	$1,008.00
Advance Life Support Non-Transport	$242.00
Advance Life Support Intercept	$175.00
Mileage (per mile)	$15.26
Ambulance Standby (min 2 personnel)(per hr.)	$40.00
Ambulance Standby Equipment (per hr.)	$20.00
Fire	**Fremont**
Engine (per unit per hr.)	$500.00
Aerial/Ladder Truck (per unit per hr.)	$750.00
Heavy Rescue (per unit per hr.)	$250.00
Command Vehicle (per unit per hr.)	$100.00
Utility Truck (per unit per hr.)	$200.00
Ambulance (per unit per hr.)	$100.00
Mileage (per mile per vehicle)	$8.00
Equipment Use	**Fremont**
Absorbent Material (per bag)	$5.00

Air Bags	$50.00
Class A Foam (Per five gallons)	$95.00
Class AFFF Foam (Per five gallons)	$165.00
Cribbing Blocks	$10.00
Hand Tools/Shovels	$10.00
Jaw of Life	$250.00
Power Saw	$75.00
Salvage Covers (each)	$60.00
Vehicle Stabilization Struts	$75.00
Ventilation Fan	$50.00
Library	**Fremont**
Damaged/Lost Materials (additional $6 processing fee)(per item)	Varies
Genealogy Research Flat Rate (30 mins)	$5.00
Genealogy Research over 30 mins (per hr.)	$15.00
Genealogy emailed image	$0.10
Genealogy hard copy (each) (additional postage)	$0.20
3D Printing ($1.00 min fee) +	$2.00 set up $.10 per gram filament
Kindle Replacement	$80.00
Printing Color Copy (each)	$0.50
Printing Black/White (each)	$0.10
Printing Black/White from Microfilm (each)	$0.20
Wi-Fi___33 Hotspot Replacement	$50.00
Library Card	**Fremont**
Replacement Library Card	$1.00
Non-Resident Library Card (1) year	$35.00
Non-Resident Library Card (6) months	$20.00
Non-Resident Library Card (3) months	$15.00
Interlibrary Loan-Postage & Costs	Varies
Library Fines	**Fremont**
Account sent to Collection Agency	$10.00
Overdue Adult Book/Magazine per day	$0.15
Overdue Adult Book/Magazine Max Fine	$6.00
Overdue Children's Book/Magazine per day	$0.05
Overdue Children's Book/Magazine Max Fine	$2.00
Overdue CD per day	$0.15
Overdue CD Max Fine	$6.00
Overdue DVD per day	$0.50
Overdue DVD Max Fine	$5.00
Overdue Kindle/Wi-Fi Hotspot per day	$1.00
Overdue Kindle/Wi-Fi___33 Hotspot Max Fine	$15.00
Playaways & Music CD (per day) overdue	$0.15
Licensing Fee	**Fremont**
Adult Establishment	
Adult Establishment License Fee	$100/$50

Adult Employee License	$50/$25
Garbage Hauler	**Fremont**
Garbage Hauler Licensing Annual (per three vehicles)	$125.00
Garbage haulers (per location, per dumpster)	$7.00
Fireworks Stand Licensing Annual	
License fee (per location)	$1,500.00
License fee (On or after June 15th of calendar year)	$3,000.00
Liquor License (prorated quarterly)	**Fremont**
Class A (beer only on-site sale)	$300.00
Class B (beer only off-site sale)	$300.00
Class C (Alcohol on & off-site sale)	$900.00
Class D (Alcohol off-site sale)	$600.00
Class I (Alcohol on-site sale)	$750.00
Class K (Catering)	$200.00
Class L (Craft brewery)	$500.00
Class Y (Farm winery)	$500.00
Publication for license renewal	$10.00
Special Designated License (per day)	$50.00
Mobile Home License	**Fremont**
Three or less	$15.00
Four to twenty	$30.00
Twenty or more	$50.00
Occupancy License	**Fremont**
Occupancy License (18 yrs. & older)(per person)	$5.00
Pawn Broker License	**Fremont**
Per location (annual)	$50.00
Street Vendor License	**Fremont**
Per location (not valid for JCF Days)	$40.00
Solicitor & Peddler License	**Fremont**
Per person (30 day issuance)	$25.00
Tobacco License	**Fremont**
Annual (per location) between January 1 and June 30	$15.00
Annual (per location) after July 1 to December 31	$7.50
Wholesaler tobacco	$100.00
Towing License	**Fremont**
Towing license (per year)	$10.00
Parks & Recreation	**Fremont**
Batting Cage Christensen Field (2hrs)	$25.00
Park Shelter Rental	$25.00
Kids Park play (playgrounds for K-6) per child	$150.00
Tiny Tots (3-5 yrs. old)	$140.00
Little Sluggers Base Ball (4-5 yrs. old)	$40.00
Youth Base Ball (6-7 yrs. old)	$50.00
User Fees	**Fremont**
Ball field Tournament Team Fees (per team)	$9.00

Ball field Midland University	$1.00 Baseball & Softball Lease
Garden Plot (0 to 900 sq. ft.) plus ($40 deposit)	$40.00
Garden Plot (901 to 1500 sq. ft.) plus ($60 deposit)	$60.00
Garden Plot (1501 to 3000 sq. ft.) plus ($80 deposit)	$80.00
Garden Plot (<3000 sq. ft.) plus ($100 deposit)	$100.00
Fremont Express Baseball (per season)	$100.00
Fremont Nighthawks Baseball	$1,570.00
Fremont Ladyhawks Softball	$785.00
Fremont High School Soccer	$1,150.00
Fremont Family YMCA Baseball	$865.00
Fremont Soccer Club	$1050.00 (per season
Men's Slow Pitch Softball	Contracted out
Women's Slow Pitch Softball	
Men's Slow Pitch Fall League	$80.00
Tree Removal Diseased or Dying	**Fremont**
Removal of Diseased or Dying Tree	$100.00
Planning Department	**Fremont**
Administrative Plat (additional cost $10 per lot)	200 + $10/lot
Appeal/Variance	$250.00
Certificate of Historical Appropriateness	$50.00
Letter of Zoning Compliance	$50.00
Comprehensive Plan Amendment	$500.00
Conditional Use Permit	$300.00
Designation of Historic Properties	$100.00
Final Plat/Amending Plat/Re-Plat (additional cost $10.00 per lot) to be consistent with other plats	350 + $10/lot
Floodplain Development Permit	$50.00
Letter of [FIRM] Map Interpretation	$50.00
Legal Notice Mailing/Newspaper publication	$65.00
Plat Vacation	$200.00
Preliminary plat plan	$400.00 + $10/lot
Preliminary plat revisions	$350.00 + $10/lot
Recording fees final plat	$28.00
Recording fees other documents	$10.00 (1 page) $6.00 (additional page)
Redevelopment Plan	$200.00
Redevelopment Plan Amendment	$200.00
Review of Letter of [FIRM] Map Revision (LOMA,LOMRF)	$50.00
Site Plan Review	$100.00
Administrative Subdivision	$200.00 + $10/lot
Sign Plan (Planning Commission Approval)	$300.00
Text Amendment to zoning/subdivision code	$200.00
Temporary Use Permit	$50.00

Sign Permit	**Fremont**
35 Sq. ft. or less	$40.00
36-75 Sq. ft.	$80.00
76-150 Sq. ft.	$150.00
151-300 Sq. ft.	$200.00
300 Sq. ft. or more	$300.00
Temporary Sign	$30.00
Zoning	**Fremont**
Zoning Change (less than 1 acre)	$150.00
Zoning Change (more than 1 acre)	$300.00
Zoning Planned Unit Development	$500.00
Police	**Fremont**
Accident Report (at the window)	$5.00
Accident Report (via mail/fax)	$6.00
Bicycle License	$2.00
Bicycle Return (no license) license required	$2.00
Copy of Photo/Audio Disc	$10.00
Criminal Records Check	$15.00
Snow Emergency Stalled or Parked Vehicle (towing)	Market Rate
Snow Emergency Stalled/Parked Vehicle (storage per day)	Market Rate
False Alarm per year	**Fremont**
1 to 3	Free
4 to 5 (per occurrence)	$100.00
6 or more (per occurrence)	$150.00
Finger Prints (1 set = 2 cards)	$15.00
Gun Permit Application	$5.00
Incident Report (at the window)	$5.00
Incident Report (via mail/fax)	$6.00
UTV Registration (Non-expiring)	$25.00
Subpoena (employee hourly rate + .25c per page copied, $10 per disc copied)	$0.25
Public Records	**Fremont**
Copying Fee	
Per Page (one side)	$0.25
CD, DVD, Map	Cost
All records that can not be produced by city photo copier	Cost
Electronic Record (per page)	No Cost
Facsimile transmission per page	No Cost
Mail Or Electronic Transfer Fee	**Fremont**
Records Search (more than 4 hrs.)	Calculated labor & benefit cost of City Employee(s) doing the search
Electronic Page (each)	No Cost
Administrative Fees	
Return Check/ACH Fee	$30.00
Recording - Register of Deeds (file and release)	$10.00

Inspection or Production Fee	**Fremont**
Records Search (more than 4 hrs.)	Calculated labor & benefit cost of City Employee(s) doing the search
Street Department/Public Works	**Fremont**
Excavation/ ROW permit	
Issued Permit	$7.00
Encroachment in the right of way in the Downtown Commercial District	
Project valuation < or = $50.00	$5.00
Project valuation > $50.00 < or = $200.00	$10.00
Project valuation > $200.00 < or = $1,000.00	$15.00
Project valuation > $1,000.00 < or = $5,000.00	$20.00
Project valuation > $5,000.00	$30.00
Vacation of Plat or Right-of-Way (r.o.w, street, alleys, plats & easements)	$100 + market value of right of way for street/alley vacation
Replacement Paving	**Fremont**
Asphalt street overlay, (minimum charge)	$150.00
Concrete or Brick street (minimum charge)	$120.00
Unpaved Street (minimum charge)	$40.00
Tunneling or Undercutting is not permitted (penalty per sq. ft.)	$6.00
Excavation (over 8 ft.)(concrete & brick)(per sq. ft.)	$4.00
Excavation (over 8 ft.)(asphalt)(per sq. ft.)	$6.00
Excavation Fill in (< 50 cu ft.) (per cu ft.)	$0.65
Excavation Fill in (50 < 100 cu ft.) (per cu ft.)	$0.55
Excavation Fill in (100 cu ft. or more) (per cu ft.)	$0.45
Removal unfit material (per cu ft.)	$1.00
Resaw (additional charge) (per ft. saw cut) & (per sq. ft. removal) each	$9.00
Asphalt Driveway Replacement per Running Foot	$6.00
Accident Damages/Sign Replacement	Bill at Replacement Cost
Equipment	**Fremont**
Backhoe (per hr.)	$70.00
Compressor (per hr.)	$40.00
Concrete Saw (per hr.)	$40.00
Dump Truck (per hr.)	$40.00
Grader (per hr.)	$70.00
Loader (per hr.)	$110.00
Message Boards (set up $50, Take down $50) Daily rent	$25.00
Pickup (per hr.)	$25.00
Patrols Minimum 12' Moldboard (per hr.)	$115.00
Sign maker machine (without materials)	$10.00
Skid Loader (per hr.)	$80.00
Street Sweeper (per hr.)	$80.00
Tractor (per hr.)	$50.00
72" mower (per hr.)	$30.00
Tractor with Batwing (per hr.)	$90.00

Truck With 9' - 11' One way blade	$95.00
Truck 5 yd. 2 ton capacity 10 yd. Tandem	$95.00
Two Wheel Trailer (per hr.)	$20.00
Water rates (bulk) (up to 5,000 gal)(additional $2 for every 1,000 over)	$10.00
Weed Eater (per hr.)	$10.00
Transfer Station	**Fremont**
Appliances (each)	$13.00
Car Tires (each)**(Rate Change Effective 3-12-20)**	$5.00
Classification charge	$5.00
Licensed Haulers (per ton)($10 minimum)**(Rate Change Effective 3-12-20)**	$35.97
Non-Licensed Haulers (per ton)($10 minimum)**(Rate Change Effective 3-12-20)**	$59.97
Scale fee (weigh only)	$5.00
Truck Tires (each)	$11.30
Tractor Tires (each)	$20.50
Used oil (per gal)	$0.22
Uncovered loads (surcharge added to cost per load)	$5.00
Yard waste (per ton)**(Rate Change Effective 3-12-20)**	$27.65
Yard waste (30-54 gallon per bag)	$1.00
Yard waste (55 gallon barrel or trash container)(each)	$1.75
Utility Fees	**Fremont**
New Customer Deposit Residential	$200.00
New Customer Deposit Commercial	$500.00
Landowner Notification (certified mail)	$15.00
Returned Check / ACH Fee	$30.00
Reconnection Fee (meter)	$55.00
Reconnection Fee (cut drop)	$205.00
Reconnection Fee (meter after hours)	$100.00
Reconnection Fee (cut drop after hours)	$250.00
Service (Transfer) Fee	$35.00
Utility Bill Reprint	$1.00
Printed Customer Account Information (per page)	$0.25
Faxes / Electronic Records	$1.00 / $0.20
Electrical	**Fremont**
Developer Fee for Residential Subdivisions (Does not include Street Lighting)(per residential lot)	$750.00
New Residential Underground Electric Service Connection Fee (per service)	$250.00
Developer Fee for Commercial / Industrial Lots	**price quoted upon request**
Temporary Overhead Connection	$200.00
Temporary Underground Connection	$150.00
Overhead to Underground Conversion (Owner cuts trench and backfills)	$730.00

Connection to Signs, Booths, Stands, other non-Construction connections	$200.00
3 Phase Services	**price quoted upon request**
Natural Gas System	**Fremont**
New Residential Gas Service Connection Fee (per service) (<75')	$250.00
Gas Department will extend first 75' of Gas Service at no charge	$0.00
Gas Department will extend first 100' of Gas Main at no charge	$0.00
Service Line Installation 1/2 to 1" (Over 75')(per ft.)	$15.00
Service Line Installation over 1" (Over 75')	**price quoted upon request**
2" Main Installation (over 100') Labor Only / Does not include cost Materials)(per ft.)	$15.00
4" Main Installation (over 100') Labor Only / Does not include cost Materials)(per ft.)	$20.00
6" Main Installation (over 100') Labor Only / Does not include cost Materials)(per ft.)	$25.00
Greater than 6" Main Installation (over 100')	**price quoted upon request**
Street Lighting - Inside City Limits	**Fremont**
Residential Street Lighting Standard Fiberglass Pole RES1	$750.00
Residential Street Lighting Deluxe Fiberglass Pole DES1	$2,700.00
Residential Street Lighting Custom Pole	**price quoted upon request**
Street Lighting 1 Arm Steel Pole	$2,000.00
Street Lighting Boulevard 2 Arm Steel Pole	$3,200.00
Dusk to Dawn Lighting (per month) Inside City Limits	**Fremont**
30 Foot Pole	$2.00
35 Foot Pole	$2.25
Lighting Fixture Style A (One time install fee of $100)	$4.75
Lighting Fixture Style B (One time install fee of $100)	$5.25
Lighting Fixture Style C (One time install fee of $100)	$10.00
Lighting Fixture Style F (One time install fee of $100)	$10.50
Lighting Fixture Style G (One time install fee of $100)	$15.50
Street Lighting - Outside City Limits	**Fremont**
Residential Street Lighting Standard Fiberglass Pole RES1	$850.00
Residential Street Lighting Deluxe Fiberglass Pole DES1	$2,800.00
Residential Street Lighting Custom Pole	**price quoted upon request**
Street Lighting 1 Arm Steel Pole	$2,200.00
Street Lighting Boulevard 2 Arm Steel Pole	$3,400.00
Dusk to Dawn Lighting (per month) Outside City Limits	**Fremont**
30 Foot Pole	$2.25
35 Foot Pole	$2.50
Lighting Fixture Style A (One time install fee of $100)	$5.25
Lighting Fixture Style B (One time install fee of $100)	$5.75
Lighting Fixture Style C (One time install fee of $100)	$10.75
Lighting Fixture Style F (One time install fee of $100)	$11.25
Lighting Fixture Style G (One time install fee of $100)	$16.25
Telecommunication Services	**Fremont**

Joint Trench Communication Conduit (Installed by City) per ft.	$2.50
Communication Service Drops Installed in Utility Trench	$50.00
Joint Trench Communication Conduit (Installed by City) per ft.	$1.25
Communication Service Drops Installed in Utility Trench	$10 plus $0.20 / ft.
Annual Pole Attachment Fee (per pole)	$12.00
Pole Attachment Permit Application Fee (1-50 Poles)	$50.00
Pole Attachment Permit Application Fee (51-100 Poles)	$80.00
Pole Attachment Permit Application Fee (101+ Poles)	$125.00
Utility Equipment Charges (per hour unless noted)	**Fremont**
Pick-Up Truck (3/4 Ton or Less)	$20.00
Pick-Up Truck (3/4 Ton or More)	$25.00
Non Off-Road Vehicle (Mini-Van or Car)	$20.00
Welding Truck	$30.00
Flatbed Truck / Winch Truck	$45.00
Single Axle Dump Truck	$45.00
35' Bucket Truck	$40.00
40' Bucket Truck	$45.00
42' Bucket Truck	$60.00
55' Bucket Truck	$65.00
77' Bucket Truck	$85.00
24' Backyard Digger Derrick	$35.00
40' Backyard Bucket	$40.00
44' Backyard Digger Derrick	$50.00
58' Backyard Bucket	$65.00
47' Digger Derrick Truck	$75.00
60' Digger Derrick Truck	$85.00
110' Tandem Axle Crane	$75.00
Clamshell Loader Truck	$55.00
Jet Truck	$85.00
Boom Truck	$110.00
Trencher	$25.00
Single Spool Wire Tensioner	$40.00
Backhoe	$40.00
Mini Excavator	$35.00
Tractor with Bucket	$25.00
Hydraulic Trailer	$20.00
General Trailer	$8.00
Generator (<5 kw)	$5.00
Generator (>5 <20 kw)	$15.00
Generator (>20 kw)	$25.00
Air Compressor	$20.00
Portable Welder	$15.00
Fuser	$15.00
Forklift	$15.00
Telehandler	$50.00

Hole Hog	$20.00
Pavement / Concrete Breaker	$40.00
Pump (<1-1/2")	$10.00
Pump (>1-1/2")	$15.00
Power Arm / Valve Turner	$20.00
Concrete Saw	$10.00
Shoring Box (per set up)	$100.00
Tree Grinder (by apt only)	$600.00
Vacuum Trailer (per hr.)	$45.00
Water / Sewer	**Fremont**
Meter Fee	
5/8"	$225.00
1"	$460.00
1 1/2"	$765.00
2"	$955.00
3"	$2,705.00
4"	$2,595.00
6"	$3,255.00
8"	$3,520.00
10"	$3,820.00
12"	$5,005.00
14"	$5,780.00
Large Water Tap Installation Fee (Contractor Excavates and Backfills)	**Fremont**
4x4	$1,340.00
6x4	$1,350.00
8x4	$1,365.00
10x4	$1,440.00
12x4	$1,490.00
14x4	$1,600.00
16x4	$1,750.00
20x4	$1,840.00
6x6	$1,475.00
8x6	$1,500.00
10x6	$1,575.00
12x6	$1,650.00
14x6	$1,750.00
16x6	$1,950.00
20x6	$2,075.00
8x8	$1,850.00
10x8	$1,900.00
12x8	$2,025.00
14x8	$2,140.00
16x8	$2,260.00
20x8	$2,630.00

10x10	$2,510.00
12x10	$2,530.00
14x10	$2,600.00
16x10	$2,740.00
20x10	$3,025.00
12x12	$2,875.00
14x12	$2,900.00
16x12	$3,000.00
20x12	$3,000.00
Small Water Tap Installation Fee	**Fremont**
3/4" (Plumber Supplies Flare Top Corp)	$125.00
1" (Plumber Supplies Flare Top Corp)	$125.00
1-1/2" (Plumber Supplies Flare Top Corp and Saddle)	$125.00
2" (Plumber Supplies Flare Top Corp and Saddle)	$125.00
Small Water Tap Installation Fee (outside city)	**Fremont**
3/4" (Plumber Supplies Flare Top Corp)	$150.00
1" (Plumber Supplies Flare Top Corp)	$150.00
1-1/2" (Plumber Supplies Flare Top Corp and Saddle)	$150.00
2" (Plumber Supplies Flare Top Corp and Saddle)	$150.00
Water Sewer Permit Fees (repair old)	**Fremont**
Inside City Limits	$40.00
Outside City Limits	$50.00
Water Sewer Permit Fees (new construction)	**Fremont**
Inside City Limits	$60.00
Outside City Limits	$70.00
Service Call Fees - working day	**Fremont**
Restore Service	$90.00
Water Service Blowout Fee	$200.00
Frozen Meter 5/8"	$40.00
Frozen Meter 3/4"	$55.00
Frozen Meter 1"	$90.00
Frozen Meter 1-1/2" or Larger	$150.00
Private Hydrant Check	$100.00
Smoke Test	$30.00
Service Call Fees - after hours	**Fremont**
Restore Service	$100.00
Water Service Blowout Fee	$250.00
Frozen Meter 5/8"	$90.00
Frozen Meter 3/4"	$100.00
Frozen Meter 1"	$140.00
Frozen Meter 1-1/2" or Larger	at cost
Fire lines (One Time Charge in Addition to Tap Fee)	**Fremont**
1-1/2"	$100.00
2"	$100.00
3"	$180.00

4"	$450.00
6"	$850.00
8"	$1,100.00
10"	$1,500.00
12"	$1,800.00
Fire Hydrant Flow Test Fee	$250.00
Compost Fee	**Fremont**
Pick-Up / Single Axle Trailer	$10.00
All Other Trucks / Trailers (per bucket load)	$10.00
Sludge Fee (per 1000 Gallons)	**Fremont**
Septic's	$25.00
Other Systems	$25.00

RESOLUTION NO. 2020-076

A Resolution of the City Council of the City of Fremont, Nebraska to approve the changes to the Master Fee Schedule for the City of Fremont and to authorize Staff to assess those fees accordingly to the users of those services.

WHEREAS, A review of the Master Fee Schedule has been completed by all City departments; and,

WHEREAS, The updated fees have been listed in the Master Fee Schedule and shall be utilized by City personnel when assessing cost to services rendered and permits to be issued; and,

WHEREAS, The Master Fee Schedule shall be evaluated annually for additions, corrections, increases or decreases in fees.

NOW THEREFORE BE IT RESOLVED:

That the Mayor and City Council hereby approve the Master Fee Schedule and direct staff to collect those fees for permits and services provided.

PASSED AND APPROVED THIS 14th DAY OF APRIL, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Keith Kontor, Water-Wastewater Superintendent

DATE: April 14, 2020

SUBJECT: Biosolids hauling agreement

Recommendation: Approve Resolution 2020-077

Background: Approve Biosolids Hauling contractor and authorize Mayor to sign agreement with Big River Trucking for hauling biosolids. Requests were sent out to 3 contractors and only 2 bids were received. Below are the following results. Staff recommends Big River trucking as the most responsible bidder.

Biosolids Hauling Bid tab					
Company	0-10 miles	10-20 miles	20-30 miles	30-40 miles	
	cost/ton	cost/ton	cost/ton	cost/ton	
Big River Trucking	$ 5.30	$ 6.15	$ 7.25	$ 9.00	
Goree Excavating	$ 5.55	$ 6.55	$ 8.25	$ 9.90	
Sawyer Construction	No bid				

The Utility and Infrastructure Board considered this item at their March 31, 2020 meeting and recommended approval by City Council by a 5-0 vote.

Fiscal Impact: Budgeted annually

AGREEMENT FOR TRANSPORTING BIOSOLIDS

THIS AGREEMENT, made this _____day of _____, 2020, by and between _____, hereinafter referred to as CONTRACTOR and the CITY OF FREMONT, a political subdivision in the State of Nebraska, hereinafter referred to as CITY.

WHEREAS, the CITY has responsibility for biosolids generated from the Wastewater Treatment Plant (WWTP) including the application of biosolids on land as fertilizer in the Fremont area; and

WHEREAS, the CITY requires transportation services in order to apply biosolids on land for area agriculture participants; and

WHEREAS, the CITY intends to procure such services from a component and reliable Contractor for a period not to exceed six years subject to the conditions of this Agreement.

NOW, THEREFORE, WITNESSETH that:

1. The Contractor hereby agrees to perform the described services as hereinafter set forth during a period of two years following the date of this Agreement for the following contract prices which are inclusive of all labor, transportation, mobilization, overhead and profit:

Item	Description	Units	Unit Price
1.1	Transport biosolids within 0-10 miles of the WWTP	Ton	$5.30 /ton
1.2	Transport biosolids within 10-20 miles of the WWTP	Ton	$6.15 /ton
1.3	Transport biosolids within 20-30 miles from the WWTP	Ton	$7.25 /ton
1.4	Transport biosolids within 30-40 miles from the WWTP	Ton	$9.00 /ton

2. General

   2.1. It is the express intent of the parties hereto that this Agreement shall not create an employer- employee relationship; and the Contractor, his/her employees and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of the Agreement.

   2.2. The Contractor shall indemnity and save harmless the CITY OF FREMONT, NEBRASKA from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

   This section will not require the Contractor to indemnify or hold harmless the CITY OF FREMONT for any losses, claims, damages, and expenses arising out of or resulting from negligence of the CITY OF FREMONT, NEBRASKA.

   2.3. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.

2.4. The Contractor shall provide all insurance requirements as described in Attachment A.

2.5. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be obtained and paid for by the Contractor.

3. Term: The term of the Agreement shall be for two (2) years at which time the City, may, at its option, renew the terms of the Contract for up to two (2), two (2) year periods. The Contractor may elect not to accept the renewal option by giving six months written notice to the Project Manager of his intent not to renew.

4. Definitions

4.1. Biosolids are anaerobically digested municipal wastewater residuals generated from the Fremont Wastewater Treatment Plant (WWTP) which have the following physical properties:

4.1.1. Average solids content of 25%

4.1.2. Average unit weight of approximately 1,500 pounds per cubic yard

4.2. Land Application Sites are various privately owned, agricultural properties (farms) located throughout the Fremont area which has been approved for the application of biosolids.

4.3. Land Application Storage Sites are locations where the Contractor is directed to unload biosolids at each Land Application Site. Storage sites are generally located within farm fields and require off-road travel in loose and uneven ground conditions.

4.4. The Biosolids Coordinator is employed by the City of Fremont and is responsible for directing daily services performed by the Contractor including scheduling and coordinating deliveries of biosolids with are agriculture participants, locating Land Application Storage Sites, and inspection of Land Application Storage Sites with the Contractor.

4.5. The Project Manager is the WWTP Superintendent and is responsible for contract administration and compliance, route coordination, spill responses, and for coordinating loading of biosolids including notification to the Contractor for changed load-out times and disruptions of load-out procedures.

4.6. The Transportation Supervisor shall be designated by the Contractor to oversee transportation services including initial inspection of Land Application Storage Sites, determining accessibility to Land Application Storage Sites, weekly schedules of hauling locations, temporary holding facility operations and records management.

CONTRACTOR RESPONSIBILITIES

5. Contractor Personnel

5.1. The Contractor shall designate a Transportation Supervisor responsible for the supervision of daily work activities and maintaining appropriate contact with the Biosolids Coordinator and the Project Manager.

5.2. The Transportation Supervisor shall attend all progress meetings.

5.3. The Contractor shall employ competent, experienced, trained and DOT licensed personnel at all times when performing services specified in this Agreement.

5.4. Contractor's personnel shall participate in City training on biosolids handling and safety

when such training occurs.

5.5. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of its employees, agents, and/or contractors who are physically performing services under this Agreement within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee, agent, and/or contractor.

6. Transportation Equipment Requirements

6.1. Biosolids shall be transported in fully sealed vehicles which include liquid tight seals which prevent leakage of biosolids or liquids. All vehicles shall be fully tarped while hauling biosolids.

6.2. Minimum hauling capacity of vehicles shall be twenty (20) cubic yards.

6.3. Each vehicle shall be calibrated and assigned a full load capacity and the inside of the vehicle box shall be marked with a "full load" line (payment shall be based on actual quantity transported).

6.4. Vehicles shall be designed to reduce biosolids from coming into contact with the vehicle exterior, wheels, and axles in order to prevent drag-out of materials on to roadways.

6.5. Vehicles shall not be loaded above the level in the box which provides for a safe freeboard to prevent spillage and in no instances shall the load height exceed the top of the box.

6.6. Contractor's personnel shall inspect each vehicle prior to hauling and after dumping for removal of all materials (biosolids, mud and debris) from the hauling vehicle which can fall or become dislodged during transportation.

6.7. Equipment shall be adequately maintained in good repair to ensure constant reliability and prevent leakage of biosolids or liquids.

6.8. The Contractor shall be responsible for daily cleanup of all fluid and lubricant spills and leaks which occur on City property.

6.9. Equipment shall be maintained in a clean and presentable condition reflecting a positive image on the City and the biosolids application program.

6.10. Maintenance of Contractor's equipment shall not be performed on City property unless otherwise approved by the WWTP Superintendent.

6.11. Equipment shall be signed with the Contractor's name/logo and telephone number.

6.12. The Contractor shall comply with all vehicle licensing, drivers licensing, registration, and weight restrictions laws and requirements.

7. Load-Out Operations at the WWTP

7.1. The Contractor shall provide transportation services to allow for load-out biosolids from the WWTP.

7.2. Coordination of load-out procedures shall be with the Project Manager.

7.3. Load-out shall generally occur Monday through Friday, during the hours of 7:00 a.m. through 4:00 p.m. Generally, load-out will not be performed on City observed holidays.

7.4. Vehicle loading will be by front end loader by the City.

7.5. Load-out will occur during two periods each year. The time period and approximate volume to be hauled is as follows:

Spring: (03/15 to 05/01) 3,500 to 4,000 tons
Fall: (10/15 to 11/15) 3,500 to 4,000 Tons
Actual time periods may vary based on weather and field conditions.

7.6. The City shall make every reasonable attempt to fully load all vehicles.

7.7. All loads shall be transported immediately upon being loaded.

7.8. All vehicles containing biosolids shall be transported at the end of each day.

7.9. All vehicles must be removed from the load-out area at the end of each day.

7.10. Contractor's equipment shall be parked only in designated areas as approved by the Project Manager.

8. Transportation and Delivery to Land Application Storage Sites

8.1. Unless otherwise approved by the City, biosolids shall be transported only during daylight hours as defined by one-half hour before sunset and one-half hour after sunrise.

8.2. All routes selection shall be made by the Contractor and approved by the Project Manager prior to transportation. The City reserves the right at any time to change the approved route due to road conditions or complaints.

8.3. The Biosolids Coordinator shall be responsible for coordinating access to Land Application Storage Sites and adequately marking or otherwise designating sites. The Contractor shall be responsible for inspecting each Land Application Storage Site prior to the initial delivery of biosolids.

8.4. The Contractor shall make every reasonable attempt to access Land Application Storage Sites during and immediately following inclement weather condition.

8.5. The Contractor shall be responsible for repair of any damage to public or private areas, roads or facilities caused by the Contractor.

8.6. All biosolids shall be unloaded within the limits of the designated Land Application Site Storage area.

8.7. Contractor's personnel shall under no circumstances change the Land Application Storage Site unless approved by the Biosolids Coordinator.

9. Spill Response and Planning

9.1. The Contractor shall be responsible for all spillage of biosolids from vehicles including spills from within the vehicle box, incidental spillage from biosolids accumulated on the exterior of the vehicle and tracking of biosolids from vehicle wheels and axles.

9.2. The Contractor shall prepare a Spill Response Plan for review and approval by the Project Manager prior to initiating work under this Agreement. The plan shall address procedures to meet the following requirements and areas of responsibility:

9.2.1. All vehicle exteriors shall be free of biosolids prior to transporting to and from hauling destinations.

9.2.2. All small and incidental spillage shall be cleaned up immediately by the Contractor's personnel.

9.2.3. The Contractor shall have immediate availability to suitable equipment to cleanup large spills. An equipment list shall be included in the Spill Response Plan.

9.2.4. The Contractor shall make appropriate notifications to local law enforcement, and state, county or local roadway maintenance crews to assist in the cleanup when necessary.

9.2.5. The Contractor shall make immediate notification to the Project Manager or Biosolids Coordinator when a large spill occurs.

9.2.6. Procedures shall be described for dealing with incidental and large spills which occur on state, county or local roadways including a call notification list, traffic direction, equipment response, and contracts and referrals from the general public.

9.3. The Contractor shall provide adequate training to all personnel who may participate in a spill response.

10. Progress Meetings and Records

10.1. Contractor shall submit a daily haul record form each week to the Project Manager.

10.2. Daily haul record forms will be supplied by the Contractor.

10.3. Contractor shall submit a summary to any spill response, complaints or other significant activities that occurred during the period.

11. Basis of Measurement and Payment

11.1. Loads shall be measured using the scale on the WWTP loader. If this scale is down. Loads will be scaled at the City of Fremont Power Plant after express authorization from City.

11.2. Payment for services rendered shall be according to the unit prices indicated in this Agreement for loads transported within each pay radius as measured from the WWTP to the Land Application Storage Site.

11.3. Pay distances are actual transportation distances to the Land Application Storage Sites.

11.4. An itemized monthly pay request shall be submitted to the Project Manager containing the following information: haul period, daily volumes subtotaled to each distance, unit prices, and extended totals.

12. Escalator/de-escalator Clause for Contract Renewal

At the time of Contract renewal, bid prices shall be adjusted based upon the difference in annual diesel fuel prices. The difference in the price of diesel fuel (as listed on the AAA web site for Omaha, NE) is computed by obtaining the difference in the price of diesel on April 1st of the current and the price of diesel on April 1st of the prior year and then multiplying this difference by 7% (0-10 miles), 20% (10-20 miles), 34% (20-30 miles), or 47% (30-40 miles) to determine the amount to add or subtract from the cost of hauling on a tonnage basis. The base cost of hauling for the first year shall be the unit prices listed in Section 1 above.

For example, if the current diesel fuel price in the Omaha Metro area on April 1, 2020 is 2.30/gallon compared to 2.40/gallon in April 1, 2019, the price of diesel increased by .10/gallon. Therefore the haul prices shall be adjusted, as of April 1, 2021, as follows.

0-10 miles	(2.30 – 2.40) x 7% + $_____* =	$____/ton
10-20 miles	(2.30 – 2.40) x 20% + $____* =	$____/ton
20-30 miles	(2.30 – 2.40) x 34% + $____* =	$____/ton
30-40 miles	(2.30 – 2.40) x 47% + $____* =	$____/ton

* The base cost of hauling price in Section 1 or subsequent computed base cost of hauling on a tonnage basis.

12.1. The Contractor shall give written notice to the Project Manager requesting contract renewal.

13. Liquidated Damages, Non-performance and Additional Compensation

13.1. Liquidated damages for spillage incidents shall be assessed as follows:

13.1.1. Large spills requiring cleanup shall be assessed at $1,000 each plus cost of actual cleanup expenses incurred by the City, if any.

13.1.2. Five or more large spill incidents may be cause for termination of the Contract.

13.2. Any damages caused to private or public property and equipment by the Contractor shall be corrected as soon as possible by the Contractor. In the event the City must correct the defect, liquidated damages equal to the repair cost plus $100 per occurrence for administrative costs shall be assessed.

13.3. In the event the Contractor deposits biosolids at a Land Application Storage Site which has not been approved, liquidated damages for $1,000 per load deposited shall be assessed and the biosolids shall be loaded and transported to another location as directed by the City at no additional cost. This action may also be cause for termination of the Contract.

13.4. In the event the Contractor deposits more biosolids at a Land Application Storage Site than approved by the City, the Contractor shall load and transport the overage to another location as directed by the City at no additional cost.

13.5. The Contractor shall be notified of all liquidated damages as soon as the City becomes aware of the incident. The City shall provide written notification to the Contractor prior to assessment of liquidated damages.

13.6. Liquidated damages, or other damages as specified, shall be deducted from the Contractor's monthly payments. If the liquidated damages exceed the amount of Contractor's monthly payments, Contractor shall pay such additional amount directly.

13.7. The Contractor shall be compensated for standby time resulting from unscheduled load-out delays caused by the City lasting for periods longer than 15 minutes.

13.8. The Contractor shall notify the WWTP Supervisor that standby compensation will be requested prior to initiating the charges.

13.9. Standby time shall be compensated at $50 per hour of delay computed to the nearest hour.

Attachment A

INSURANCE

The Contractor shall provide and keep on file with the City Clerk a current certificate of insurance naming the City as an additional insured with the following coverages as a minimum.

Coverage:	Minimum Limits:
Workman's Compensation	Nebraska Statutory Requirements
Contractor's Public Liability Bodily Injury	$1,000,000/person $5,000,000/accident
Contractor's Public Liability Property Damage	$1,000,000/accident $5,000,000/aggregate
Automobile Liability Bodily Injury	$1,000,000/person $5,000,000/accident
Automobile Liability Property Damage	$1,000,000/person $5,000,000/aggregate

13.10. Contractor and City agree that the liquidated damages and compensation listed in this Paragraph 13 are determined based upon valuable consideration and shall not be deemed, argued, claimed or asserted by either party to constitute a penalty.

Dated _____ day of _____, 2020

ATTEST:

_____
Tyler Ficken, City Clerk

CITY OF FREMONT

_____
Scott Getzschman, Mayor

CONTRACTOR:

By: _____

Printed name: _____

Witness:

_____

Printed name: _____

RESOLUTION NO. 2020-077

A Resolution of the City Council of the City of Fremont, Nebraska authorizing the Mayor to execute an agreement with Big River Trucking for Biosolids hauling

WHEREAS, the City of Fremont sought bids for a Biosolids Hauling Contractor to transport biosolids from WWTP to farm ground for land application.

WHEREAS, the Utility and Infrastructure Board reviewed the bids and recommends approval of the agreement.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utility and Infrastructure Board and authorize the Mayor to execute an agreement with Big River Trucking

PASSED AND APPROVED THIS 14th DAY OF APRIL, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: April 14, 2020

SUBJECT: Planning Commission re-appointments

Recommendation: Move to approve the recommendation of the Mayor to re-appoint Dev Sookram, Steve Landholm, and Jarod Borisow to terms on the Planning Commission ending April 30, 2023.

Background: The members will be appointed to positions for which they are currently serving.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: April 14, 2020

SUBJECT: Cement/Asphalt/Excavate Work License Application

Recommendation: Move to approve the Cement worker license application(s) as presented subject to fulfillment of all licensing requirements

---

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/excavate workers have a 60-day grace period to renew their license after April 1st of every year.

Business	Applicant	Type
BKS Cable	Brian Stevenson	Cement work/Excavate

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 Utility / Communitation Installation

License should be issued to BKS Cable

License shall be used by applicant as the sole owner of business, which will be conducted under the name of BKS Cable at 4866 Lakeshore Dr., Tekamah, NE, 68061

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

Applicant telephone number at place of business or where can be reached 402-201-3105

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

MP Nexlevel in Omaha installing fiber for Verizon.
ADB Companies in Des Moines installing fiber for Verizon.
Telcom in Omaha and Western Iowa installing underground Centurylink.

I have the following technical education: High School

I give you the following references: Tyler with T.J. Cable - 402-650-0679
Todd Strain with Spectrum - 402-429-6749

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 4-8-2020

Brian Stemme
Signature

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

Effective Date: April 8th, 2020

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 65038177

That we, Brian Stevenson T/A BKS Cable

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been licensed Excavation

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until March 31st, 2021, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

Dated this 8th day of April, 2020.

BKS Cable

Principal

Principal

WESTERN SURETY COMPANY

By

Paul T. Bruflat, Vice President

Form 532-11-2019

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

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

On this 8th day of April, 2020, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

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

L. Bauder
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

L Bauder
Notary Public — South Dakota

My Commission Expires January 29, 2022

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF NE
COUNTY OF Burt } ss

On this 8 day of April, 2020, before me personally appeared _____, known to me to be the individual ___ described in and who executed the foregoing instrument and acknowledged to me that ___ he ___ executed the same.

My commission expires January 9th, 2020

Kurin E Brennei's
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

STATE OF _____
COUNTY OF _____ } ss

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

My commission expires
_____, _____

_____
Notary Public

Western Surety Company

License or Permit No. _____

LICENSE AND PERMIT BOND
As _____ of _____

State of _____

Name of Applicant

Address

Filed _____, _____

Approved this _____ day of _____, _____

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer L Dam, AICP

DATE: April 14, 2020

SUBJECT: Change the UDC to allow Cemeteries

Recommendation: Hold second reading on Ordinance 5531

Background:
The prior Zoning Ordinance allowed Cemeteries as a permitted use in all residential districts except the Residential Lake (RL) district.

Cemeteries were inadvertently omitted as a use in the UDC.

Councilman Yerger noted at the public hearing on March 31 that he would like cemeteries to be a conditional use instead of a limited use. The ordinance and background information has been revised to reflect that request.

This proposal would allow cemeteries as Conditional uses in Rural, Suburban Residential, Auto Urban Residential and Urban Residential districts, as well as in the Suburban Commercial and General Commercial districts.

This proposal stipulates the following requirements as limitations on the use in those districts:

D. Cemeteries are permitted if it is demonstrated that:

1. Any cemetery established after the effective date of this chapter shall contain a minimum of 15 acres.

2. A physical description of the facility and a site plan drawn to scale that includes, but is not limited to, property boundaries, structures on the site, the location and arrangement of parking spaces, the traffic circulations pattern, loading and unloading areas, fencing, landscaping, and entrances/exits to such facility.

3. All required setbacks shall be maintained as landscaped or open space areas. Additional setback or screen requirements may be required to minimize impacts on adjacent properties.

4. Prior to use, such facilities shall comply with all applicable state and local laws and regulations.

Finally, this proposal defines cemeteries as follows:

Cemetery. Shall mean land used or intended to be used for the burial of human or animal remains and dedicated for such purposes, including columbariums, crematoriums, and mausoleums.

The Planning Commission held a public hearing on this item on March 16, 2020. They voted 5-0 to recommend approval.

Fiscal Impact: N/A

ORDINANCE NO. 5531

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING EXHIBIT B OF ORDINANCE 5427, SPECIFICALLY PORTIONS OF THE UDC, CHAPTER 11, ZONING, SUBDIVISION AND SITE DEVELOPMENT EXHIBIT B; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a request for amendments to Exhibit B of Ordinance 5427 was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the changes are necessary; and

WHEREAS, a public hearing on the proposed amendment to Exhibit B of Ordinance 5427 was held by the Planning Commission on March 16, 2020 and subsequently by the City Council on March 31, 2020; and

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

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

SECTION 1. Amendments to Chapter 11 sections 11-502.02, 11-504.02, and 11-920 of the Fremont Municipal Code pertaining to cemeteries are hereby adopted as attached in Exhibit A.

SECTION 2. REPEALER. That any other section of said ordinance in conflict with this ordinance is hereby repealed.

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

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

PASSED AND APPROVED THIS 28th DAY OF APRIL, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

Exhibit A

Sec. 11-502.02. - Institutional, recreation, and amusement uses.

Set out in Table 11-502.02., *Institutional, Recreation, and Amusement Uses* , is the permitted, limited, conditional, and prohibited institutional, recreation, and amusement uses in each district. Refer to Section 11-600, *Development Yield and Lot Standards* , for applicable district intensity and development standards.

Table 11-502.02. Institutional, Recreation and Amusement Uses															
Land Use	**Zoning Districts**														
	Residential					**Commercial**			**Industrial**				**Special**		
	R	SR	AR	UR	MH	SC	GC	DC	BP	LI	GI	AV	CU	PO	PD
Institutional Uses															
Adult Day Service	-	-	-	C	-	L	P	L	C	-	-	-	C	-	C
Ambulatory Surgery Center/Health Clinic/Hospital	-	-	-	C	-	L	P	L	C	-	-	-	C	-	C
Assisted Living Facility/Nursing Home (i.e. intermediate care facilities, nursing facilities, and skilled nursing facilities)	-	-	-	C	-	L	P	L	C	-	-	-	-	-	C
Cemetery	C	C	C	C	C	C	C								
Child Care Center	C	C	C	C		C	C	C	C				C		C
Civic Club/Private Club	C	C	C	C	-	L	P	P	L	C	-	-	P	-	C
College/University/Vocational School	-	-	-	C	-	L	P	L	C	-	-	-	P	-	C
Educational Facility (i.e. preschools, elementary schools, middle/junior high schools, and high schools)	L	P	P	P	-	P	P	L	C	-	-	-	P	-	C
Mental Health Center/Substance Abuse Treatment Center	-	-	-	C	-	C	L	C	C	-	-	-	-	-	C

(Ord. No. 5453, 7-31-18)

Sec. 11-504.02. - Institutional, recreation, and amusement use standards.

The standards of this section apply to institutional, recreation, and amusement uses that are specified in Table 11-502.02., *Institutional, Recreation, and Amusement Uses* , as limited ("L") or conditional ("C").

Institutional Uses

D. Cemeteries are permitted if it is demonstrated that:

1. Any cemetery established after the effective date of this chapter shall contain a minimum of 15 acres.
2. A physical description of the facility and a site plan drawn to scale that includes, but is not limited to, property boundaries, structures on the site, the location and arrangement of parking spaces, the traffic circulations pattern, loading and unloading areas, fencing, landscaping, and entrances/exits to such facility.
3. All required setbacks shall be maintained as landscaped or open space areas. Additional setback or screen requirements may be required to minimize impacts on adjacent properties.
4. Prior to use, such facilities shall comply with all applicable state and local laws and regulations.

ARTICLE 9. - WORD USAGE AND DEFINITIONS

Sec. 11-920. - Definitions.

C Terms

Campground. An area used for transient occupancy or lodging in tents, travel trailers, recreational vehicles ("RV"), campers, or other similar forms of shelter. This definition includes the term "RV Park."

Canopy Sign. A sign that is located or printed on a canopy.

Cemetery. Shall mean land used or intended to be used for the burial of human or animal remains and dedicated for such purposes, including columbariums, crematoriums, and mausoleums.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: City Attorney

DATE: April 14, 2020

SUBJECT: City Ordinance Chapter 3, Article 7, Section 3-701

Recommendation: Hold third and final reading on Ordinance 5518

BACKGROUND: At the October 29, 2019 City Council meeting, it was discovered that City Chapter 3, Article 7, Section 3-701 contains a sentence that should have been removed when the ordinance was amended in 2010, making the Library Board an advisory board.

FISCAL IMPACT: None.

LEGAL MEMORANDUM
ATTORNEY/CLIENT PRIVILEGED

TO: Mayor Getzschman, Council President Jacobus, City Administrator Newton
FROM: Timothy J. Buckley
DATE: November 6, 2019
RE: City Council Action Taken re: Library Staffing for IT Position

At its October 29, 2019, regular meeting, the Fremont City Council approved a motion by Council President Jacobus "to approve the Library Board follow the direction that they best feel fits the library base on their analysis and their input with the library and the library staff, and to work with HR to bring a full-time position in for IT."

Prior to the vote on said motion, Mayor Getzschman asked my opinion as to the validity of such a motion. I opined that the City Council, as a legislative body, lacked the authority to direct the Library Board, which is an advisory body, to hire a full time IT person.

There was much discussion before the vote as to what the Library's Board's authority was concerning hiring staff for the library. Fremont Municipal Code Section 3-701 was cited as authority for the Board to hire employees. Code Section 3-705 also was cited as giving the Board only advisory authority to the Mayor and City Council. In addition, Code Section 2-112 was cited as authorizing boards and commissions established by the City Council to make recommendations on designated issues.

During the discussion, Councilman Yerger asked me which section of the Code was controlling as to whether the Library Board could hire library staff or merely act in an advisory capacity to the Mayor and City Council. I answered that, since the Code sections were in conflict, I could not answer the question without further research into the intent of the particular Code sections.

At the request of administration and Councilman Yerger, I have done further research, and, with much appreciated assistance from the City Clerk, I am able to provide this legal opinion on the matter.

RELEVANT CODE SECTIONS AND STATUTES

Fremont City Code Section 2-701 states: "The Board shall have the power and authority to appoint the librarian and the hire such other employees as they may deem necessary… ."

Code Section 2-705(e) states: "The Library Board shall advise the Mayor and City Council in regard to the operation, maintenance, and development and personnel of the Public Library, and shall recommend to the City Council by-laws, rules and regulations… ."

Code Section 2-112 states: "The City Council may establish citizen advisory boards and commissions of either a permanent or temporary nature to study and/or make recommendations

on designated issues. ...Certain powers may be delegated to boards and commissions as provided for by statute."

Other Fremont Municipal Code sections to consider in the analysis include Section 2-203, which states: "The City Council specifically reserves the right to make inquiries of any personnel relative to municipal activities. The City Council may, by motion or resolution, adopt appropriate personnel rules, and amend such rules in the same manner from time to time."

Additionally, Section 2-506 states: "The City Administrator shall be the administrative head of the City government under the direction and control of the Mayor and Council, and shall administer all departments and divisions of the City government which are under the Mayor and Council's direction.

The establishment of the Fremont Public Library is a statutory grant of authority to the City. "The mayor and city council of any city of the first class may (1) establish and maintain public libraries, ...The mayor and city council shall approve any personnel administrative or compensation policy or procedure applying to a director or employee of a public library, ...before such policy or procedure is implemented." Neb. Rev. Stat. § 16-251 (2018 Cum. Supp.).

Similarly, establishment of a library board is a statutory grant: "When any city council or village board decides by ordinance to establish and maintain a public library and reading room under sections 51-201 to 51-219, the city council or village board shall establish a library board. ..." Neb. Rev. Stat. § 51-202(1) (Reissue 2012). The governing body of the city in which the library is located "shall approve any personnel administrative or compensation policy or procedure before implementation of such policy or procedure by the library board." Neb. Rev. Stat. § 51-211(1).

ANALYSIS

The City Code sections establishing and outlining the duties of the Library Board pursuant to state statute are in conflict with respect to the Board's function as an advisory board (Section 3-705), as opposed to hiring staff (Section 3-701), which is generally a function reserved in the City administration (Section 2-506).

Statutory language is to be considered in its plain, ordinary, and popular sense. *In re Application A-16642*, 236 Neb. 671, 463 N.W. 2d 591 (1990). A statute is ambiguous when the language used cannot be adequately understood either from the plain meaning of the statute or when considered *in pari materia* with any related statutes. *Premium Farms v. County of Holt*, 263 Neb. 415, 640 N.W.2d 633 (2002). When a statute is ambiguous and must be construed, the principal objective is to determine and give effect to the legislative intent of the enactment. *Id.* In construing an ambiguous statute, examination of the legislative history of the act in question to assist in ascertaining the intent of the legislature. *Id.*

LEGISLATIVE HISTORY

In 1999, the Fremont City Council adopted Ordinance No. 3875, codifying Section 2-201, which outlined the composition and function of the Library Board. Section 2-201(5) gave

the Library Board the authority "to appoint a Librarian and all other employees. The Board shall have supervisory authority over all employees of the Library including the Librarian." (See Attachment 1).

The City made comprehensive changes to the City Code in 2010, as evidence by the Staff Report presented to the Mayor and City Council at its April 7, 2010, City Council meeting. (See Attachment 2). The Staff Report from then City Administrator Robert Hartwig stated that the "Library Board is modified to an advisory board of the City under Chapter 16 of the Nebraska Revised Statutes (NRS)." As a result, the City Council adopted Ordinance No. 5160 on April 13, 2010. Said Ordinance amended Ordinance 3139, including Section 2-201(5), which was amended to read, "The Library Board shall advise the Mayor and City Council in regard to the operation, maintenance, and development and personnel of the Public Library, and shall recommend to the City Council by-laws, rules and regulations… ." (Attachment 2). The language allowing the Library Board to appoint a librarian and other employees was removed. Additionally, Section 16 of Ordinance 5160 stated "all other ordinances in conflict herewith are hereby repealed."

A further overhaul of the Fremont Municipal Code occurred in 2013 with the adoption of Ordinance Nos. 5271, 5272 and 5273 (See Attachment 3). Each of these ordinances amended Ordinance 3139 and reorganized the Code to its present-day structure with respect to Chapter 3, Departments (5271); Chapter 1, Administration (5272); and, Chapter 2, Boards and Commissions (5273). Most notable to this analysis is Section IV of Ordinance No. 5271, which adds Section 3-705(5), and includes the same language in the current version of the Code quoted above relative to the Library Board being advisory in nature. The title of Ordinance No. 5271 also states an intent "to repeal ordinances in conflict herewith[.]"

CONCLUSION

A reading of these prior ordinances and legislative history as a whole, it is my opinion that the intent of Fremont Municipal Code Section 3-705 was to establish the Library Board as an advisory body to the Mayor and City Council, and Section 3-705 controls over Section 3-701. Furthermore, Code Section 3-701 was effectively repealed by Ordinance No. 5271. Repeal by implication is strongly disfavored, unless made necessary by the evident intent of the legislature. *Premium Farms, supra.* It is clear here that the intent of the City Council in adopting Section 3-705 was to confer advisory authority in the Library Board consistent with state statute.

The City Council's approval of Council President Jacobus' motion recited above was arbitrary and capricious, and made in disregard of City Code. The decision effectively delegated administrative hiring authority to the Library Board contrary to its advisory authority granted by state statute and City Code. A decision is arbitrary when it is made in disregard of the facts or circumstances and without some basis which would lead a reasonable person to the same conclusion. *In re Application A-16642, supra.* A capricious decision is one guided by fancy rather than by judgment or settled purpose; such a decision is apt to change suddenly; it is freakish, whimsical, humorsome. *Id.*; See also, *United States v. Carmack*, 329 U.S. 230 (1946).

City Code as of approximately 2006

Library Sections in both Chapters 2 & 3

ATTACHMENT 1

Article 2. Commissions and Boards

§ 2-201 LIBRARY BOARD. (1) The Library Board shall consist of five (5) appointed members who shall be residents of the Municipality and who shall serve terms of four (4) years. The Governing Body shall appoint the members of the Library Board by a majority vote. Neither the Mayor nor any member of the Governing Body shall be a member of the Library Board. The terms of members serving on the effective date of a change in the number of members shall not be shortened, and any successors to those members shall be appointed as the terms of those members expire. In case of any vacancy by resignation, removal, or otherwise, the Governing Body shall fill the vacancy for the unexpired term.

(2) No member shall receive any pay or compensation for any services rendered as a member of the Library Board. The Governing Body may require the members of the Library Board to give a bond in a sum set by resolution of the Governing Body and conditioned upon the faithful performance of their duties.

(3) At the time of the Board's first (1st) meeting in June of each year, the Board shall organize by selecting from their number a Chairperson and Secretary. No member of the Library Board shall serve in the capacity of both the Chairperson and Secretary of the Board. It shall be the duty of the Secretary to keep the full and correct minutes and records of all meetings, and to file the same with the Municipal Clerk where they shall be available for public inspection at any reasonable time.

(4) A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall meet at such times as the Governing Body may designate. Special meetings may be held upon the call of the Chairperson, or a majority of the members of the Board.

(5) The Library Board shall have the authority to appoint a Librarian and all other employees. The Board shall have supervisory authority over all employees of the Library including the Librarian.

(6) The Library Board shall have general charge of the Municipal Library and shall establish appropriate rules and regulations for the management, operation, and use of the Library. All actions of the Board shall be subject to the review and supervision of the Governing Body. The Board shall be responsible for making such reports and performing such additional duties as the Governing Body may designate from time to time. *(Ref. 51-202 RS Neb) (Amended by Ord. No. 3875, 2/23/99)*

§2-201.1 LIBRARY BOARD; ANNUAL REPORT. The Library Board shall, on or before the second Monday in February in each year, make a report to the City Council of the condition of its trust on the last day of the prior fiscal year. The report shall show all money received and credited or expended; the number of materials held, including books, video and audio materials, software programs, and materials in other formats; the number of periodical subscriptions on record, including newspapers; the number of materials added and the number withdrawn from the collection during the year; the number of materials circulated during the year; and other statistics, information, and suggestions as the Library Board may deem of general interest or as the City Council may require. The report shall be verified by affidavit of the President and Secretary of the Library Board. *(Ref. 51-213 RS Neb.) (Ord. No. 5026, 8/9/05)*

§ 2-202 PLANNING COMMISSION. (1) The Planning Commission shall consist of nine (9) regular members who shall represent, insofar as is possible, the different professions or occupations in the Municipality and shall be appointed by the Mayor, by and with the approval of a majority vote of the members elected to the City Council. Two (2) of the regular members may be residents of the area over which the Municipality is authorized to exercise extraterritorial zoning and subdivision regulation. When there is a sufficient number of residents in the area over which the Municipality exercises extraterritorial zoning and subdivision regulation, one (1) regular member of the Commission shall be a resident from such area. If it is

Article 7. Library

§3-701 MUNICIPAL LIBRARY; OPERATION AND FUNDING. The City owns and manages the City Library, Reading Room, Art Gallery, and Museum through the Library Board. The City Council, for the purpose of defraying the cost of the management, purchases, improvements, and maintenance of the Library may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the City that is subject to taxation. The revenue from the said tax shall be known as the Library Fund and shall include all gifts, grants, deeds of conveyance, bequests, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the City Library. The Library Fund shall at all times be in the custody of the Director of Finance. The Board shall have the power and authority to appoint the librarian and to hire such other employees as they may deem necessary and may pass such other rules and regulations for the operation of the Library, Reading Room, Art Gallery, and Museum as may be proper for their efficient operation. *(Ref. 16-251, 51-201, 51-202, 51-211 RS Neb.)*

§3-702 MUNICIPAL LIBRARY; DAMAGED AND LOST BOOKS. Any person who injures or fails to return any book taken from the Library shall forfeit and pay to the Library not less than the value of the book in addition to any replacement costs and penalty which the Library Board may assess. *(Ref. 51-211 RS Neb.)*

§3-703 MUNICIPAL LIBRARY; BOOK REMOVAL. It shall be unlawful for any person not authorized by the regulations made by the Library Board to take a book from the Library, without the consent of the Librarian, or an authorized employee of the Library. Any person removing a book from the Library without properly checking it out shall be deemed to be guilty of a misdemeanor. *(Ref. 51-211 RS Neb.)*

§3-704 MUNICIPAL LIBRARY; COST OF USE. The Municipal Library shall be free for the use of the inhabitants of the City. The Librarian may exclude from the use of the Library

and reading rooms any person who shall willfully violate or refuse to comply with the rules and regulations established for the government thereof. *(Ref. 51-201, 51-212 RS Neb.)*

ATTACHMENT 1 April 13, 2010

STAFF REPORT

TO: Mayor and City Council

FROM: Robert Hartwig – City Administrator

DATE: April 7, 2010

SUBJECT: Ordinance Amending Chapter 2 of the Fremont Municipal Code

Recommendation: 1). Move to amend as presented. 2). Hold third reading on the Ordinance and pass.

Background: The City Attorney is in the process of reviewing the entire Municipal Code. It has been a few years since the last complete review and in many cases the Nebraska Revised Statutes have been changed.

The changes to Chapter 2 accomplish several things. The Library Board is modified to an advisory board of the City under Chapter 16 of the Nebraska Revised Statutes (NRS). The Planning Commission would have at least one and up to two members appointed from outside of the City limits, but within our zoning jurisdiction in accordance with the NRS. One member of the Board of Adjustment would have to be from outside the City limits, but within our zoning jurisdiction in accordance with the NRS. The organization of the Board of Health is updated to agree with the NRS. The Board of Public Works is made more consistent with the other City Boards and Commissions. The Board of Public Works may enter into expenditures up to $30,000 in accordance with the NRS. The Gas Superintendent is no longer permitted to sign checks on behalf of the City. The Civil Service Commission section is simplified (we will follow the NRS in this area). The Board of Parks and Recreation section is brought up to date with newer sections of the NRS. The Board of Forestry Examiners section is also modernized. The Board of Plumbing Examiners no longer has any bonding requirements, and no longer has to have a Chief Health Officer on the Board. The penalty provision has been removed (Chapter 2 is not a penal ordinance).

10A3

April 13, 2010

ORDINANCE NO. 5160

(AMENDED 4-13-2010)

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING SECTION 2-101 THRU 2-301 OF THE FREMONT MUNICIPAL CODE, ORDINANCE NO. 3139, RELATING TO COMMISSIONS AND BOARDS; REPEALING OTHER ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION 1. That Section 2-101 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-101 **STANDING COMMITTEES; GENERAL PROVISIONS**. At the organizational meeting of the City Council, the Mayor shall appoint members of such standing committees as the City Council may by ordinance or resolution create. The membership of such standing committees may be changed at any time by the Mayor. The Mayor shall be a member ex officio of each standing committee. The members of the standing committees shall serve a term of office of two (2) years, unless reappointed. The function of the committees is to assist the Council in the adoption of proposed policies and to assist the City Administrator in formulating recommendations of policy to the Mayor and Council.

The following standing committees shall be appointed or reappointed each year until changed by the City Council:

Resources
Development and Improvements

SECTION 2. That Section 2-201 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

-705

§2-201 **Library Board**. (1) The Library Board shall consist of five (5) appointed members who shall be residents of the Municipality and who shall serve terms of four (4) years. The Mayor shall appoint the members of the Library Board with the consent of the City Council. Neither the Mayor nor any member of the Council shall be a member of the Library Board. The terms of members serving on the effective date of a change in the number of members shall not be shortened, and any successors to those members shall be appointed as the terms of those members expire. In case of any vacancy by resignation, removal, or otherwise, the Mayor shall fill the vacancy for the unexpired term with the consent of the Council.

(2) No member shall receive any pay or compensation for any services rendered as a member of the Library Board.

(3) At the time of the Board's first (1st) meeting in June of each year, the Board shall organize by selecting from their number a Chairperson and Secretary. No member of the Library Board shall serve in the capacity of both the Chairperson and Secretary of the Board. It shall be the duty of the Secretary to keep minutes of all meetings, and to timely file the same with the City Clerk as public records.

(4) A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the Chairperson, or a majority of the members of the Board.

(5) The Library Board shall advise the Mayor and City Council in regard to the operation, maintenance, and development and personnel of the Public Library, and shall recommend to the City Council by-laws, rules and

regulations, or changes in by-laws, rules, and regulations for the protection and development of the public library.

(6) The Library Board shall be responsible for the intellectual content and development of the library.

(7) The Librarian shall be appointed by the Mayor with the advice of the Library Board and the consent of the City Council. The Librarian shall generally supervise the property and operations of the Public Library. The Librarian shall be accountable to the Board, but will work under the supervision of the City Administrator.

(8) All actions of the Board shall be subject to the review and control of the City Council.

SECTION 3. That Section 2-201.1 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-201.1 **Library Board; ANNUAL REPORT.** The Library Board shall, on or before the second Monday in February in each year, make a report to the City Council of the condition of its trust on the last day of the prior fiscal year. The report shall show all money received and credited or expended; the number of materials held, including books, video and audio materials, software programs, and materials in other formats; the number of periodical subscriptions on record, including newspapers; the number of materials added and the number withdrawn from the collection during the year; the number of materials circulated during the year; and other statistics, information, and suggestions as the Library Board may deem of general interest or as the City Council may require.

SECTION 4. That Section 2-202.2 of the Fremont Municipal Code, Ordinance No. 3139 be added as follows:

§2-201.2 **INTERNET ACCESS.** It is the policy of the City of Fremont that all public internet access funded in whole or in part by the City will meet standards set by the Children's Internet Protection Act. The annual report of the Library Board shall certify compliance with the Children's Internet Protection Act.

SECTION 5. That Section 2-202 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§ 2-202 **PLANNING COMMISSION.** (1) The Planning Commission shall consist of nine (9) regular members who shall represent, insofar as is possible, the different professions or occupations in the Municipality and shall be appointed by the Mayor, by and with the approval of a majority vote of the members elected to the City Council. Two (2) of the regular members may be residents of the area over which the Municipality is authorized to exercise extraterritorial zoning and subdivision regulation. One (1) regular member of the Commission shall be a resident from such area. The term of each regular member shall be three (3) years. All regular members shall hold office until their successors are appointed. Any member may, after a public hearing before the City Council, be removed by the Mayor, with the consent of a majority vote of the members elected to the City Council, for inefficiency, neglect of duty, or malfeasance in office, or other good and sufficient cause. Vacancies resulting from causes other than the expiration of term shall be filled for the unexpired portion of the term by the Mayor.

(2) All regular members of the Commission shall serve without compensation and shall hold no other Municipal office except when appointed to serve on the Board of Adjustment as provided in section 19-908 RS Neb. The Commission shall elect its Chairperson and a Secretary from its members and create and fill such other of its offices as it may determine. The term of the Chairperson and the Secretary shall be one year, and they shall be eligible for reelection. No member of the Commission shall serve in the capacity of both the Chairperson and Secretary of the Commission. It shall be the duty of the Secretary to keep the full and correct minutes and records of all meetings and to file them with the Municipal Clerk where they shall be public records. The Council may provide the funds, equipment and accommodations necessary for the work of the Commission, but the expenditures of the Commission, exclusive of gifts, shall be within the amounts appropriated for that purpose by the City Council; and no expenditures nor agreements for expenditures shall be valid in excess of such amounts. A number of Commissioners equal to a majority of the number of regular members appointed to the Commission shall constitute a quorum for the transaction of any business. The Commission shall hold at least one regular meeting

in each calendar quarter, except the City Council may require the Commission to meet more frequently and the Chairperson of the Commission may call for a meeting when necessary to deal with business pending before the Commission. Special meetings may also be held upon the call of any three (3) members of the Commission. The Commission shall adopt rules and regulations for the transaction of business and shall keep a record of its resolutions, transactions, findings, and determinations, which shall be a public record. The Commission shall make and adopt plans for the physical development of the Municipality, including any areas outside its boundaries which, in the Commission's judgment, bear relation to the planning of the Municipality, and shall carry out the other duties and exercise the powers specified in section 19-929 RS Neb. All actions by the Commission shall be subject to the review and supervision of the Mayor and City Council. The Commission shall make its recommendations to the City Council so that they are received by the City Council within sixty (60) days after the Commission begins consideration of a matter relating to the comprehensive development plan, capital improvements, building codes, subdivision development, the annexation of territory, or zoning. The Commission shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate.

(3) The Mayor, with the approval of a majority vote of the other elected members of the City Council, may appoint one (1) alternate member to the Commission. The alternate member shall serve without compensation and shall hold no other Municipal office. The term of the alternate member shall be three (3) years, and he or she shall hold office until his or her successor is appointed and approved. The alternate member may be removed from office in the same manner as a regular member. If the alternate member position becomes vacant other than through the expiration of the term, the vacancy shall be filled for the unexpired portion of the term by the Mayor with the approval of a majority vote of the elected members of the City Council. The alternate member may attend any meeting and may serve as a voting and participating member of the Commission at any time when less than, the full number of regular Commission members is present and capable of voting.

SECTION 6. That Section 2-203 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-203 **BOARD OF ADJUSTMENT**. (A) The Mayor shall appoint, with the approval of the City Council, a Board of Adjustment, which shall consist of five (5) regular members plus one (1) additional member designated as an alternate who shall attend and serve only when one (1) of the regular members is unable to attend for any reason. Each member shall be appointed for a term of three (3) years and shall be removable for cause by the Mayor, with the approval of a majority of the City Council, upon written charges and after public hearings. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. One (1) member only of the Board of Adjustment shall be appointed from the membership of the Planning Commission, and the loss of membership on the Planning Commission by such member shall also result in his or her immediate loss of membership on the Board of Adjustment and the appointment of another Planning Commissioner to the Board of Adjustment. One (1) member of the Board of Adjustment shall reside outside the corporate boundaries of the City but within its extraterritorial zoning jurisdiction. Neither the Mayor nor any member of the City Council shall serve as a member of the Board of Adjustment.

(B) The members of the Board shall serve without. The Board shall organize at its first meeting each year after the City Council meeting when appointments are regularly made and shall elect from its membership a Chairperson and Secretary. No member of the Board of Adjustment shall serve in the capacity of both Chairperson and Secretary of the Board.

(C) The Board shall adopt rules in accordance with the provisions of this section and sections 19-901 to 19-914 RS Neb. Meetings of the Board shall be held at the call of the Chairperson and at such other times as the Board may determine. Special meetings may be also held upon the call of any three (3) members of the Board. A majority of the Board shall constitute a quorum for the purpose of doing business. The Chairperson, or in his or her absence the acting Chairperson, may administer oaths and compel the attendance of witnesses. All meetings of the Board shall be open to the public. It shall be the duty of the Secretary to keep minutes of the Board's proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and to keep records of the Board's examinations and other official actions, all of which shall be timely filed

with the Municipal Clerk and shall be public record. The Board shall be responsible for making such reports and performing such other duties as the Mayor and City Council may designate.

(D) Appeals to the Board may be taken by any person aggrieved or by any officer, department, board, or bureau of the City affected by any decision of the administrative officer. Such appeal shall be taken within a reasonable time, as provided by the rules of the Board, by filing with the officer from whom the appeal is taken and with the Board a notice of appeal specifying the grounds thereof. The officer from whom the appeal is taken shall forthwith transmit to the Board all the papers constituting the record upon which the action appealed from was taken. An appeal stays all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board, after the notice of appeal shall have been filed with him or her, that by reason of facts stated in the certificate a stay would, in his or her opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of record on application on notice to the officer from whom the appeal is taken and on due cause shown. The Board shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing, any party may appear in person or by agent or by attorney.

(E) The Board shall have only the following powers:

(1) To hear and decide appeals when it is alleged there is error in any order, requirement, decision, or determination made by an administrative official or agency based on or made in the enforcement of any zoning regulation or any regulation relating to the location or soundness of structures, except that the authority to hear and decide appeals shall not apply to decisions made by the City Council or Planning Commission regarding a conditional use or special exception;

(2) To hear and decide, in accordance with the provisions of any zoning regulation, requests for interpretation of any map; and

(3) When by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of the enactment of the zoning regulations, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to or exceptional and undue hardships upon the owner of such property, to authorize, upon an appeal relating to the property, a variance from such strict application so as to relieve such difficulties or hardship, if such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of any ordinance or resolution.

(F) No such variance shall be authorized by the Board unless it finds that:

(1) The strict application of the zoning regulation would produce undue hardship;

(2) Such hardship is not shared generally by other properties in the same zoning district and the same vicinity;

(3) The authorization of such variance will not be of substantial detriment to adjacent property and the character of the district will not be changed by the granting of the variance; and

(4) The granting of such variance is based upon reason of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice.

No variance shall be authorized unless the Board finds that the condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the zoning regulations.

(G) In exercising the powers granted in this section, the Board may, in conformity with sections 19-901 to 19-915 RS Neb., reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from, and may make such order, requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of four (4) members of the Board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass

under any such regulation or to effect any variation in such regulation.

(H) Appeals from a decision by the Board may be taken as provided in section 19-912 RS Neb.

SECTION 7. That Section 2-204 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-204 **BOARD OF HEALTH**. There is hereby created a Board of Health consisting of five (5) members: The Mayor, who shall be chairperson; a physician, who shall be medical advisor; the Police Chief, who shall be secretary and quarantine officer; the President of the City Council; and one (1) other member to be appointed by the Mayor with the consent of the City Council The members of the Board shall serve, without compensation, until their successors are appointed and qualified.. The secretary shall keep minutes and records of all meetings and timely file the same with the City Clerk as public records. The Board of Health shall be funded by the City Council from the General Fund. A majority of the Board shall constitute a quorum for the purpose of doing business. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the chairman, or any two (2) members of the Board. It shall be the duty of the Board to enact rules and regulations which shall have the full force and effect of law, to safeguard the health of the residents of the City and prevent nuisances and unsanitary conditions, enforce the same, and provide fines and punishments for the violation thereof.. The Board shall regularly inspect such premises and businesses as the City Council may direct. All members of the Board shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate. No member of the Board of Health shall hold more than one (1) Board of Health position.

SECTION 8. That Section 2-205 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-205 **BOARD OF PUBLIC WORKS**. (1) The Mayor, by and with the assent of the City Council, shall appoint the Board of Public Works. The Board shall consist of five (5) members who are residents of the City. The members of the Board shall serve a five (5) year term of office, at a salary set by ordinance of the City Council. No member of the Board shall ever be financially interested in a contract entered into by the Board on behalf of the City. The members of the Board shall be required to take an oath to faithfully perform the duties of their office before entering upon the discharge thereof. The Mayor, by and with the assent of the Council shall appoint a member of the Board to serve as chairman. The Board shall select one of its members as secretary. Both the chairman and the secretary shall hold office until their successors are appointed and qualified or the ordinance creating the Board shall be repealed. It shall be the duty of the secretary to keep the minutes and records of all meetings and to timely file the same with the City Clerk as public records. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the chairman, or any three (3) members of the Board. A majority of the Board members shall constitute a quorum for the transaction of business.

(2) The Board of Public Works is hereby given the active direction, supervision, control and general management of the waterworks, power plant, sewerage, lighting systems, and natural gas distribution systems belonging to the City, and of the erection and construction of the same. It shall be the duty of the Board of Public Works and it shall have the power to make contracts on behalf of the City for the performance of all such work and maintenance and for the erection of all such improvements and enlargements except as limited by the statutes of the State, the provisions of this Code and other ordinances of the City, to approve the estimate of the City Engineer or special Engineer, if needed, which may be made from time to time, of the value of work as the same may progress, to accept any work done or improvements made when same shall be fully completed according to contract, to audit all accounts and claims against the City incurred on account of or in connection with such systems, to make its recommendations and reports to the Mayor and City Council from time to time with reference to extensions, improvements and other matters pertaining to the water, light, sewer, and natural gas distribution systems such as will in its opinion tend to the betterment of such systems and to promote public welfare, and to perform such other duties in connection with the light, water, sewer and natural gas distribution systems as may be referred to it by the Mayor and Council. Wherever a right, duty or obligation is, by the

provisions of this Code or other ordinance of the City or by statute, conferred upon the Water Commissioner, it shall be construed to mean the Board of Public Works and the Board of Public Works is hereby authorized and empowered to delegate any employee under such board to perform such right, duty or obligation as the Board may see fit. It shall be the duty of the Board or its authorized agent to collect all money receivable by the City on account of such system of waterworks, sewer works, power plant, lighting and natural gas distribution systems, and to faithfully account for the same to the Director of Finance, or his authorized agent. Cash in excess of amounts required to pay expenses shall be made available for investment to the Director of Finance or his authorized agent.

(3) The Board of Public Works is hereby authorized and empowered to employ necessary workforce and to purchase material for the operation and maintenance of utility facilities as hereinafter delineated.

(4) The Board of Public Works shall indemnify the person acting as the "Designated Representative", "Alternate Designated Representative", or "Authorized Representative" of the City or the Department of Utilities who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative against expenses including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the City, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

(5) No single expenditure shall exceed thirty thousand dollars ($30,000.00) for material, supplies, service, and the replacement, and maintenance of equipment directly connected with the operation of the electric system, sewerage system, waterworks, or natural gas distribution system, and their associated lines and facilities without the approval of the Mayor and City Council. The thirty thousand dollar ($30,000.00) limit may be waived by the General Manager or Chairman of the Board of Public Works if an emergency is declared. Such a declaration shall be affirmed by the Board at its next regular Board meeting and the affirmation shall be made a part of the Board minutes. The General Manager of the Department of Utilities may purchase fuel on the spot market after receiving comparable quotations in excess of these limits; and may buy from and sell to other agencies electricity on a temporary basis in excess of these limits without the approval of the Mayor and City Council. These purchases shall be affirmed by the Board of Public Works.

(6) The Board of Public Works shall have the right to pay the City Attorney additional compensation for legal services performed by him for it or to employ additional legal assistance other than the City Attorney and pay such legal assistance out of the funds disbursed under the orders of the Board of Public Works. Further, the Board of Public Works shall have the right to utilize its own engineering staff, and shall have the right to hire consulting engineers, for the design and installation of extensions and improvements under the jurisdiction of the Board of Public Works. All action of the Board shall be subject to the review and supervision of the City Council. The Board shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate. No member of the City Council shall serve as a member of the Board of Public Works while serving a term of office as a member of the City Council. No member of the Board of Public Works shall serve in the capacity of both the chairman and secretary of the Board.

SECTION 9. That Section 2-206 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-206 **BOARD OF PUBLIC WORKS; DISBURSEMENT OF FUNDS**. All orders for the disbursement of funds by the Board of Public Works shall be signed by the chairman and the secretary of the Board, or by any two (2) members of the Board who have previously been designated for that purpose by a resolution duly adopted by the Board. Disbursements shall be recorded in accordance with state law and city policy. Disbursement shall be made by check signed by either the Chairman or General Manager or their authorized assistant and countersigned by the Finance Director or his authorized agent.

SECTION 10. That Section 2-207 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-207 **CIVIL SERVICE COMMISSION**. The Civil Service Commission for the City of Fremont shall consist of three members appointed by the Mayor with the approval of the City Council. Members of the Civil Service Commission shall have been residents of the City of Fremont, Nebraska for at least three (3) years preceding appointment and registered voters of Dodge County, Nebraska. The Members of the Civil Service Commission shall serve without compensation. The Civil Service Commission shall function pursuant to the rules, provisions, and procedures of the applicable state law.

SECTION 11. That Section 2-208 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-208 **BOARD OF PARKS AND RECREATION COMMISSIONERS**. The Mayor and City Council shall appoint the Board of Parks and Recreation Commissioners. The Board shall be composed of six (6) members who shall be resident freeholders of the City. They shall be appointed for a three (3) year term by the Mayor and Council at their first meeting in January each year. It shall be the duty of the Mayor and Council to appoint or reappoint one-third of the Board each year for a term of three years. Each member shall serve until his successor is appointed and qualified. A vacancy occurring on such Board by death, resignation or disqualification of a member shall be filled for the remainder of such term at the next regular meeting of the City Council. The Mayor shall be an Ex-officio member of the Board and may vote when his vote would be decisive on any matter. The Board shall serve without compensation. Before entering upon his duties each member of the Board shall take an oath, to be filed with the City Clerk, that he or she will faithfully perform the duties of their office and will not in any manner be actuated or influenced therein by personal or political motives. At the time of the first meeting in February of each year, the Board shall organize by selecting from their number a chairperson. The Director of the Parks and Recreation Department or his designee shall act as ex-officio secretary. It shall be the duty of the secretary to keep the minutes and records of all meetings, and to timely file the same with the City Clerk as public records. A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the chairman, or any two (2) of the Board members. It shall be the duty of the Board of Park and Recreation Commissioners to recommend rules and regulations for the proper care and maintenance of City parks, Ridge Cemetery and for the proper conduct of the recreational programs and activities of the City. Such Board shall have charge, direction and control of all parks, Ridge Cemetery and recreational facilities of the City including the approval of locations for and authorization of permits for all activities in the park system. The Board shall submit an annual written report to the Mayor and Council of its acts and doings.

(2) Notwithstanding any other ordinance of the City, the Board of Parks and Recreation Commissioners shall have the right and authority to determine the use, the conduct of and the form of operation of parks, Ridge Cemetery and recreational facilities of the City in every manner and kind whatsoever. Further, the Board is authorized to regulate the cultivation and planting of trees, shrubs, and vines on all streets, avenues and parkways of the City. All employees of the City doing work in or for the City parks shall be under the supervision and direction of the Parks and Recreation Director. The Parks and Recreation Director shall be accountable to the Board, but will work under the supervision of the City Administrator. All actions of the Board shall be subject to the review and control of the City Council. The Board shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate. No member of the City Council shall serve as a member of the Board of Park and Recreation Commissioners while serving a term of office as a member of the City Council.

SECTION 12. That Section 2-209 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-209 **BOARD OF FORESTRY EXAMINERS**. There shall be a Board of Forestry Examiners which shall consist of the Director of Parks and Recreation, who shall act as secretary and official correspondent; and two (2)

other members, one (1) of whom should be employed in the business of forestry or related fields.

Appointments to this Board, other than the Director of Parks and Recreation shall be by the Mayor and shall be for terms of two (2) years until their successors are appointed and qualified.

This Board shall serve without pay.

The Board of Forestry examiners shall meet upon call of the chairman. A majority of the Board shall constitute a quorum for the transaction of business, and a majority vote of the whole Board shall be necessary to transact any business. The secretary of the Board shall keep minutes of all meetings.

The Board shall make such reasonable rules as are necessary for the conduct of its business and to ascertain the fitness of applicants to receive forester's certificates. The Board may issue certificates and may require a re-examination of the holder of any certificate, from time to time, in order to ascertain the continued fitness of the holder thereof, and his right to retain such certificate.

SECTION 13. That Section 2-210 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-210 **BOARD OF PLUMBING EXAMINERS**. (1) The Board of Plumbing Examiners shall consist of not less than four (4) members, at least one (1) member to be known as the Chief Health Officer of the Municipality, one (1) member to be known as the Plumbing Inspector of the Municipality, one (1) journeyman plumber, and one (1) master plumber. The journeyman and master plumbers shall be appointed by the Mayor, by and with the consent of the City Council. No member of the Governing Body shall serve as a member of the Board of Plumbing Examiners. All vacancies in the Board may be filled by the Mayor and Council as provided in this section. Any member of the Board may be removed from office for cause by the district court of the county in which the Municipality is situated.

(2) All members of the Board of Plumbing Examiners shall be residents or live within the zoning jurisdiction of the Municipality, and the Plumbing Inspector and journeyman and master plumbers shall be licensed plumbers.

(3) The Chief Health Officer and the Plumbing Inspector shall be appointed by and hold office during the term of office of the Mayor. The terms of office of the journeyman plumber and the master plumber shall be for three (3) years. Upon the expiration of the term of each appointed member, appointments shall be made for succeeding terms by the same process as the previous appointments.

(4) The Board shall organize by the selection of one of their number as Chairperson. The Plumbing Inspector shall be the Secretary of the Board. No member of the Board of Plumbing Examiners shall serve in the capacity of both the Chairperson and Secretary of the Board. It shall be the duty of the Secretary to keep the minutes and records of all meetings and to timely file them with the City Clerk as public records.

(5) The members of the Board may be paid an amount to be determined by resolution of the Governing Body.

(6) The Board shall be funded from time to time by the Governing Body out of the General Fund. The Board shall meet only upon call by the Chairperson. Three (3) members of the Board shall constitute a quorum for the purpose of doing business.

(7) It shall be the duty of the Board to adopt rules and regulations, not inconsistent with other Municipal ordinances and State law, for the sanitary construction, alteration, and inspection of plumbing and sewerage connections and drains placed in, or in connection with, any and every building in the Municipality. Such rules and regulations, except those that are adopted for the Board's own convenience only, shall be approved by ordinance by the Mayor and City Council. Subject to the same approval requirements, the Board shall have the power to amend or repeal its rules and regulations at any time.

(8) Any person desiring to do any plumbing or to work at the business of plumbing in the Municipality shall make a written application to the Board for an examination for a license. The Board shall examine the applicant as to his or her practical and theoretical knowledge of plumbing, house drainage, ventilation, and sanitation. If the applicant shows himself or herself competent, the Board shall cause the Chairperson and Secretary to execute and deliver to the applicant a license authorizing him or her to do plumbing in the Municipality.

(9) All original licenses may be renewed and all renewal licenses may be renewed by the Board of Plumbing Examiners at the dates of their expiration. Such renewal licenses shall be granted, without a reexamination, upon the written application of the licensee filed with the Board and showing that his or her purposes and condition remain unchanged, unless it is made to appear by affidavit before the Board that the applicant is no longer competent, or entitled to such renewal license, in which event the renewal license shall not be granted until the applicant has undergone the required examination.

(10) All original and renewal licenses shall be good for one year or two years from the date of issuance as determined by the Board, except that any license may be revoked or suspended by the Board at any time upon a hearing upon sufficient written, sworn charges filed with the Board showing the holder of the license to be incompetent or guilty of a willful breach of the rules, regulations, or requirements of the Board or of the laws or municipal ordinances relating thereto or of other causes sufficient for the revocation or suspension of his or her license, of which charges and hearing the holder of such license shall have written notice.

(11) The licensing requirements of this section shall not apply to employees of the water utility acting within the scope; of their employment.

(12) The Board shall be responsible for making such reports and performing such additional duties as the Governing Body may, from time to time, designate. All actions of the Board shall be subject to the review and supervision of the Governing Body.

SECTION 14. That Section 2-211 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-211 **HOUSING AUTHORITY; CONTINUED EXISTENCE AS HOUSING AGENCY**. (1) The local housing authority established under prior state law and in existence on January 1, 2000, shall have continued existence as a housing agency under the Nebraska Housing Agency Act.

(2) The local housing agency shall conduct its operations consistent with the Nebraska Housing Agency Act. All property, rights in land, buildings, records, and equipment and any funds, money, revenue, receipts, or assets of the authority belong to the agency as successor. All obligations, debts, commitments, and liabilities of the authority are obligations, debts, commitments, and liabilities of the successor agency.

(3) Any resolution by the authority and any action taken by the authority prior to January 1, 2000, with regard to any project or program which is to completed within or to be conducted for a twelve-month period following January 1, 2000, and which resolution or action is lawful under state law as it existed prior to January 1, 2000, is a lawful resolution or action of the successor agency and binding upon the successor agency and enforceable by or against the agency notwithstanding that such resolution or action is inconsistent with, not authorized by, or prohibited under the provisions of the Nebraska Housing Agency Act.

(4) All commissioners of the local housing agency and all officers, legal counsel, technical experts, directors, and other appointees or employees of the agency holding office or employment by virtue of any such prior law on January 1, 2000, shall be deemed to have been appointed or employed under the Nebraska Housing Agency Act.

SECTION 15. That Section 2-301 Violation, Penalty of the Fremont Municipal Code, Ordinance No. 3139 be repealed

SECTION 16. That the originals of all ordinances or parts of ordinances of the City of Fremont and sections of the Fremont Municipal Code amended herein, and all other ordinances in conflict herewith are hereby repealed.

SECTION 17. That this ordinance shall be published in pamphlet form.

SECTION 18. That this ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS 13th DAY OF APRIL 2010.

Donald B. Edwards, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

ORDINANCE NO. 5518

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 3, ARTICLE 7, SECTION 3-701 OF THE FREMNT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PART OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION I. Chapter 3, Article 7, Section 3-701 – Municipal Library; operation and funding.

The City owns and manages the City Library, Reading Room, Art Gallery, and Museum through the Library Board. The City Council, for the purpose of defraying the cost of the management, purchases, improvements, and maintenance of the Library may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the City that is subject to taxation. The revenue from the said tax shall be known as the Library Fund and shall include all gifts, grants, deeds of conveyance, bequests, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the City Library. The Library Fund shall at all times be in the custody of the Director of Finance. ~~The Board shall have the power and authority to appoint the librarian and to hire such other employees as they may deem necessary and may pass such other rules and regulations for the operation of the Library, Reading Room, Art Gallery, and Museum as may be proper for their efficient operation.~~

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That and any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on January 29, 2020 and distributed as a City Ordinance.

PASSED AND APPROVED THIS 14th DAY OF APRIL, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

Staff Report

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: April 14, 2020

SUBJECT: Change of Zone from R, Rural to SR, Suburban Residential

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Recommendation: Hold third reading of Ordinance #5529

Background:

This request is for a change of zone from R, Rural to SR, Suburban Residential. The property is located at the extension of Jones Dr. and Armour Dr. in the NW ¼ of the SW ¼ of Section 10, Township 17 North, Range 8 East, Dodge County Nebraska.

The property consists of approximately 6.19 acres currently contiguous to the City Limits.

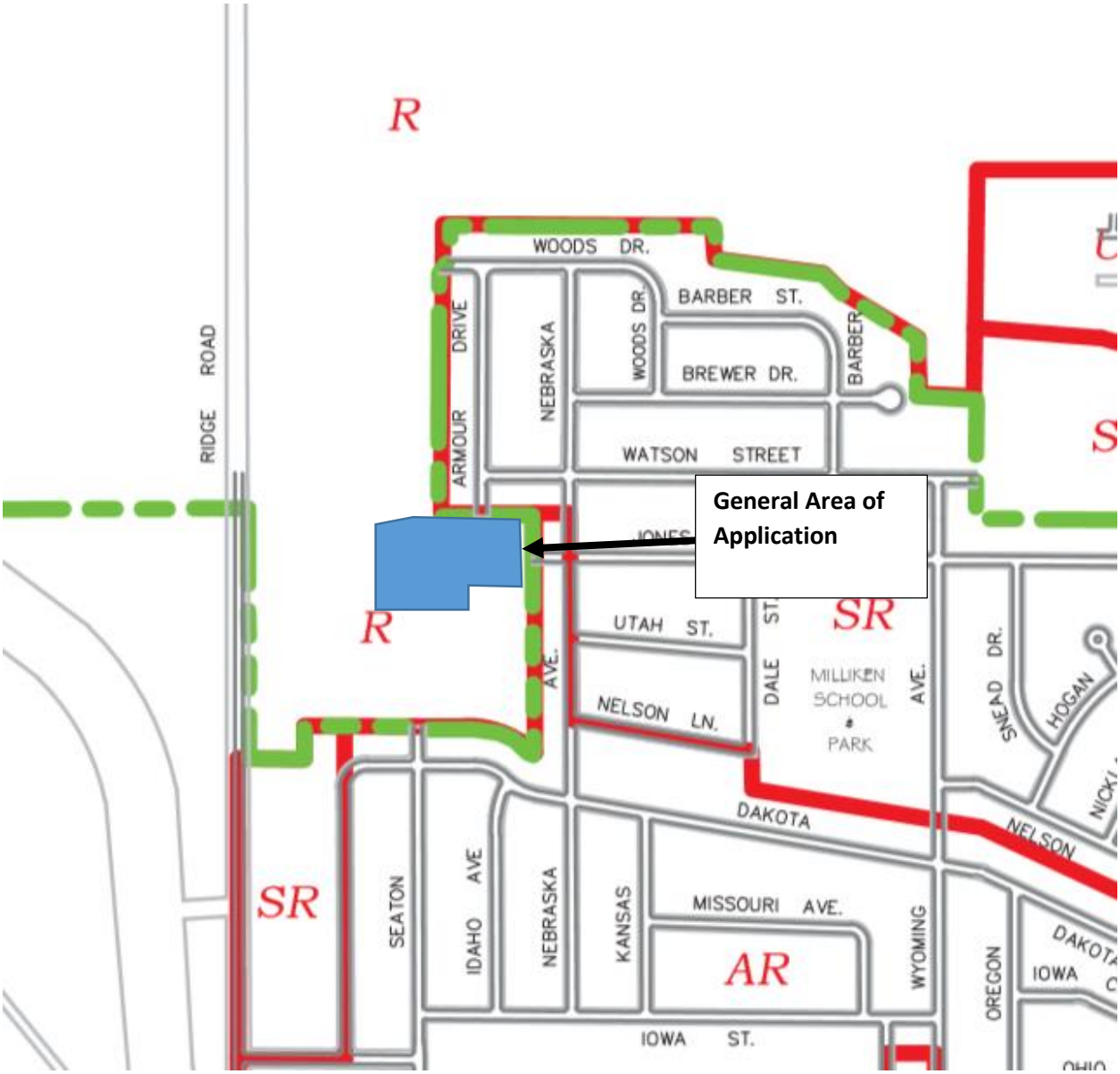
It is associated with the Country Club Estates 6th Addition Final Plat and is consistent with the previously approved Country Club Estates 6th Addition Preliminary Plat.

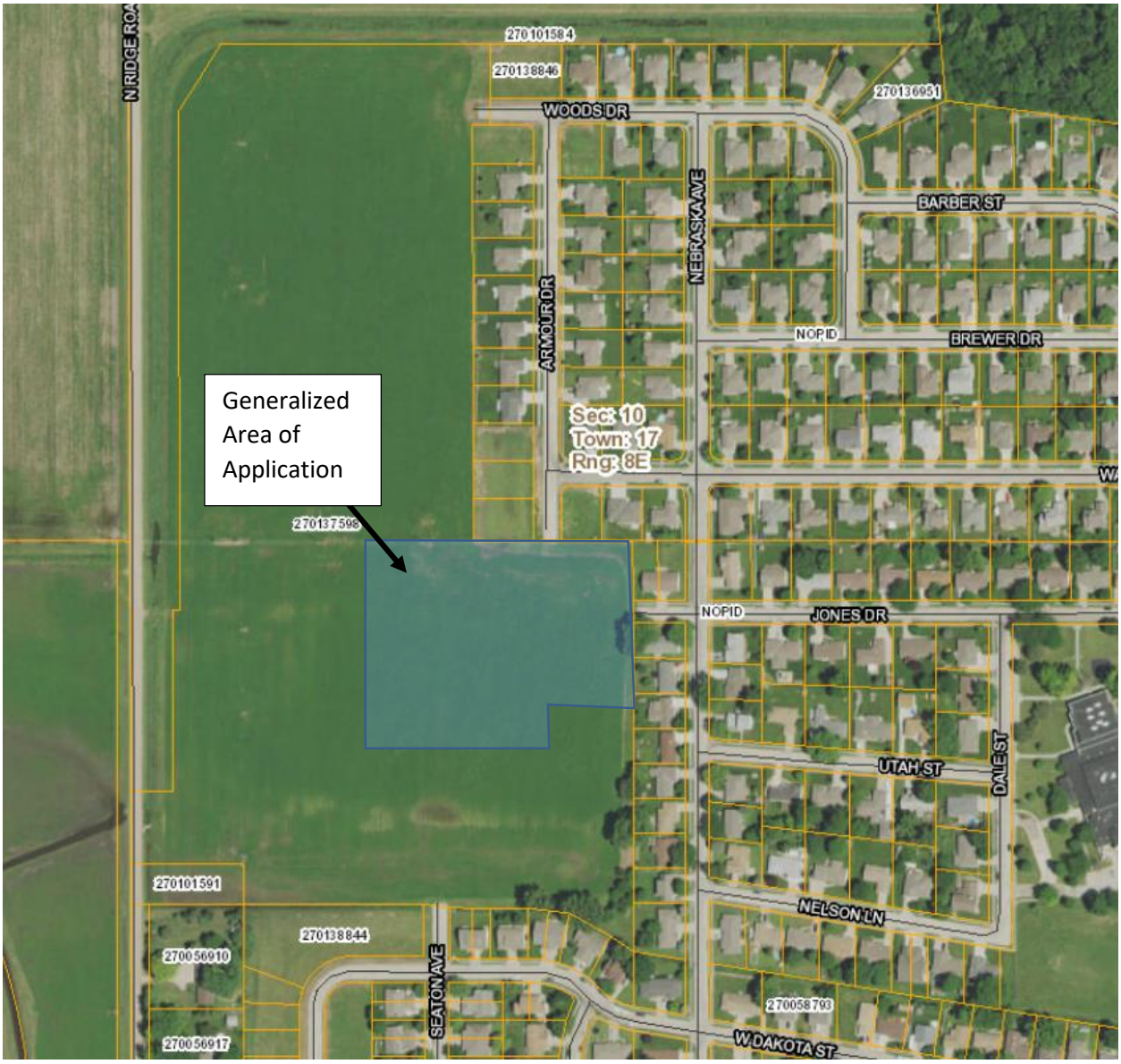
The zoning to the north, east and south is SR, Suburban Residential. The zoning to the northwest and west is R, Rural.

The Future Land Use map shows the area for residential development.

The Planning Commission held a public hearing on this item on February 18, 2020 and voted to recommend approval with a 5-0 vote with one abstention.

Vicinity Map




Generalized Area of Application
N RIDGE RO
270101584
270138846
270136951
WOODS DR
BARBER ST
NEBRASKA AVE
ARMOUR DR
NOPID
BREWER DR
Sec: 10
Town: 17
Rng: 8E
270137598
NOPID
JONES DR
UTAH ST
DALE ST
270101591
NELSON LN
270138844
270056910
SEATON AVE
270058793
270056917
W DAKOTA ST

CITY OF
FREMONT
NEBRASKA PATHFINDERS

Planning & Development
400 E. Military Ave.
Fremont, NE 68025
Phone: 402-727-2636
Fax: 402-727-2659

ZONING APPLICATION

APPLICATION TYPE

X Zoning Change (*including conventional and planned unit development requests*)
_ Conditional Use Permit

APPLICANT (*all correspondence will be directed to the applicant*)

Name STEPHEN W. DODD
DODD ENGINEERING & SURVEYING LLC Phone 402-720-5017

Address P.O. BOX 1855 Fax _____

City FREMONT State NE Zip 68026

Email doddeng1@gmail.com

PROPERTY OWNER (*if not the same as applicant above*)

Name RAWHIDE LAND PARTNERSHIP Phone 402-721-5335

Address 2450 COLORADO AVENUE Fax _____

City FREMONT State NE Zip 68025

Email pgifford@qwestoffice.net

ENGINEER, SURVEYOR, OR ARCHITECT (*if not the same as applicant above*)

Name SAME AS APPLICANT Phone _____

Address _____ Fax _____

City _____ State _____ Zip _____

Email _____

AGENT (*if not the same as applicant above*)

Name SAME AS APPLICANT Phone _____

Address _____ Fax _____

City _____ State _____ Zip _____

Email _____

(*application continued on next page*)

CITY OF
FREMONT
NEBRASKA PATHFINDERS

Planning & Development
400 E. Military Ave.
Fremont, NE 68025
Phone: 402-727-2636
Fax: 402-727-2659

ZONING APPLICATION

PROPERTY INFORMATION

Address of Property JONES DRIVE (EXTENDED), FREMONT, NE 68025

General Location (*if no address is available*) BETWEEN RIDGE ROAD AND COUNTRY CLUB ESTATES.

Brief Legal Description of Property A 6.19 ACRE PARCEL OF LAND LOCATED IN THE NW1/4 SW1/4 OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA

Description of Request REZONE 6.19 ACRES CURRENTLY ZONED R (RURAL) TO SR (SUBURBAN RESIDENTIAL).

An application may be filed only by the owner(s) of the property, or duly authorized officer or agent of the owner(s). By executing this application, he/she does hereby acknowledge the above statements to be true and accurate to the best of their knowledge, and understand that knowing and willful falsification of information will result in rejection of the application and may be subject to criminal prosecution.

I have received, read and understand the terms and conditions of this request, and agree to compliance with all applicable codes and ordinances of the City.

Stephen W. Dodd	STEPHEN W. DODD	01/10/2020
Signature	Print Name	Date

Office Use Only

Submittal Date _____ Project No. _____

Payment Amount _____ Receipt No. _____

Other Comments _____

NEBRASKA DOCUMENTARY STAMP TAX
Date 3-31-03
$ E5 B By CY

2003

2003 MAR 31 AM 8:33

CORPORATION WARRANTY DEED

THE GIFFORD COMPANY, a Corporation organized and existing under the laws of Nebraska,, GRANTOR, in consideration of VALUABLE CONSIDERATION AND ONE AND NO/100THS DOLLARS ($1.00) received from GRANTEE, THE RAWHIDE LAND PARTNERSHIP, conveys to GRANTEE, the following-described real estate (as defined in R.R.S 1943 §76-201):

A PARCEL OF LAND LOCATED IN THE SW¼NW¼, THE NW¼SW¼ AND THE SW¼SW¼ OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SW¼NW¼ AND ASSUMING THE WEST LINE OF SAID SW¼NW¼ TO BEAR N00°00'00"E; THENCE S89°45'19"E ALONG THE SOUTH LINE OF SAID SW¼NW¼ A DISTANCE OF 93.00 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00"E PARALLEL TO THE WEST LINE OF SAID SW¼NW¼ A DISTANCE OF 940.82 FEET; THENCE N37°46'50"E A DISTANCE OF 131.72 FEET; THENCE S89°46'24"E A DISTANCE OF 889.66 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 4, COUNTRY CLUB ESTATES FOURTH ADDITION; THENCE S00°13'54"W ALONG THE WEST LINE OF SAID LOT 1, BLOCK 4 A DISTANCE OF 115.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 4; THENCE S16°57'01"E A DISTANCE OF 57.57 FEET TO THE NORTHWEST CORNER OF LOT 7, BLOCK 2 OF SAID COUNTRY CLUB ESTATES FOURTH ADDITION; THENCE S00°13'54"W ALONG THE WEST LINE OF SAID LOT 7, BLOCK 2 A DISTANCE OF 115.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7, BLOCK 2; THENCE N89°46'06"W ALONG THE NORTH LINE OF LOT 6 IN SAID BLOCK 2 A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6, BLOCK 2; THENCE S00°13'54"W ALONG THE WEST LINE OF SAID BLOCK 2 A DISTANCE OF 475.50 FEET TO THE SOUTHWEST CORNER OF LOT 1 IN SAID BLOCK 2; THENCE S89°46'06"E ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 2 A DISTANCE OF 41.70 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 4, COUNTRY CLUB ESTATES SECOND ADDITION; THENCE S00°13'54"W ALONG THE WEST LINE OF SAID LOT 1, BLOCK 4 A DISTANCE OF 115.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 4; THENCE CONTINUING S00°13'54"W A DISTANCE OF 55.02 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 3 OF SAID COUNTRY CLUB ESTATES SECOND ADDITION; THENCE CONTINUING S00°13'54"W ALONG THE WEST LINE OF LOT 1, BLOCK 3 A DISTANCE OF 114.93 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 3; THENCE N89°45'19"W ALONG THE NORTH LINE OF LOT 1, BLOCK 1, WASHINGTON HEIGHTS THIRD ADDITION A DISTANCE OF 19.44 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1; THENCE S00°03'19"W ALONG THE WEST LINE OF SAID LOT 1, BLOCK 1 A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING S00°03'19"W A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 6, WASHINGTON HEIGHTS THIRD ADDITION; THENCE CONTINUING S00°03'19"W ALONG THE WEST LINE OF SAID BLOCK 6 A DISTANCE OF 691.65 FEET TO THE NORTHEAST CORNER OF LOT 1, WASHINGTON HEIGHTS FIFTH ADDITION; THENCE ALONG THE NORTHERLY LINE OF SAID WASHINGTON HEIGHTS 5TH ADDITION THE FOLLOWING COURSES AND DISTANCES,
N69°48'35"W A DISTANCE OF 21.76 FEET;
N45°48'18"W A DISTANCE OF 69.13 FEET;
N65°27'53"W A DISTANCE OF 62.88 FEET;
N81°28'19"W A DISTANCE OF 87.15 FEET;
N89°33'38"W A DISTANCE OF 175.76 FEET TO THE NORTHWEST CORNER OF LOT 5 OF SAID WASHINGTON HEIGHTS 5TH ADDITION; THENCE S00°02'58"W ALONG THE WEST LINE OF SAID LOT 5 A DISTANCE OF 86.51 FEET; THENCE ALONG A 20.00 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 31.23 FEET THROUGH A CENTRAL ANGLE OF 89°27'12" HAVING A CHORD DIRECTION OF S44°40'38"E AND A CHORD LENGTH OF 28.15 FEET; THENCE N89°38'57"W A DISTANCE OF 72.37 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SEATON AVENUE, SAID POINT LYING 50.00 FEET NORTH OF THE NORTHEAST CORNER OF LOT 1, BLOCK 4, WASHINGTON HEIGHTS FOURTH ADDITION; THENCE N89°47'06"W PARALLEL TO THE NORTH LINE OF SAID LOT 1, BLOCK 4 A DISTANCE OF 111.13 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID

BLOCK 4, SAID POINT LYING 50.00 FEET NORTH OF THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 4; THENCE S00°01'10"W ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK 4 A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 4; THENCE CONTINUING S00°01'10"W ALONG THE WEST LINE OF SAID BLOCK 4 A DISTANCE OF 999.78 FEET TO THE SOUTHWEST CORNER OF LOT 13 IN SAID BLOCK 4; THENCE N89°44'37"W ALONG THE NORTH LINE OF OHIO STREET A DISTANCE OF 272.03 FEET TO THE SOUTHEAST CORNER OF LOT 7, TOWNER SMITH SUBDIVISION; THENCE N00°01'06"E ALONG THE EAST LINE OF SAID TOWNER SMITH SUBDIVISION A DISTANCE OF 1044.00 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID TOWNER SMITH SUBDIVISION; THENCE CONTINUING N00°01'06"E ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID TOWNER SMITH SUBDIVISION A DISTANCE OF 97.00 FEET; THENCE N89°58'52"W PARALLEL TO THE NORTH LINE OF SAID TOWNER SMITH SUBDIVISION A DISTANCE OF 232.88 FEET TO A POINT ON THE WEST LINE OF SAID NW¼SW¼; THENCE N00°01'08"E ALONG THE WEST LINE OF SAID NW¼SW¼ A DISTANCE OF 148.24 FEET; THENCE S89°58'52"E AT RIGHT ANGLES TO SAID WEST LINE A DISTANCE OF 63.00 FEET; THENCE N00°01'08"E PARALLEL TO SAID WEST LINE A DISTANCE OF 579.75 FEET; THENCE S89°45'19"E PARALLEL TO THE NORTH LINE OF SAID NW¼SW¼ A DISTANCE OF 30.00 FEET; THENCE N00°01'08"E PARALLEL TO THE WEST LINE OF SAID NW¼SW¼ A DISTANCE OF 60.00 FEET; TO THE POINT OF BEGINNING; CONTAINING 48.73 ACRES, MORE OR LESS.

This asset does not constitute a sale of all or substantially all of the assets of the Corporation.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEES that GRANTOR:

1. is lawfully seized of such real estate and that it is free from encumbrances, except easements and restrictions of record;

2. has legal power to convey the same;

3. warrants and will defend title to the real estate against the lawful claims of all persons.

This conveyance does not constitute a conveyance of substantially all of the assets of the Corporation.

Executed the 27th day of March, 2003.

THE GIFFORD COMPANY, A Nebraska Corporation, GRANTOR,

By Don Gifford
President

STATE OF NEBRASKA)
) ss
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on the 27th day of March, 2003, by Don Gifford of THE GIFFORD COMPANY, a Nebraska Corporation, on behalf of the Corporation.

GENERAL NOTARY-State of Nebraska
CAROLYN J. ANDERSEN
My Comm. Exp. Oct. 22, 2004

Carolyn J. Andersen
Notary Public

ORDINANCE NO. 5529

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING ORDINANCE NO. 5427 AS IT PERTAINS TO THE ZONING MAP, TO REZONE THE PROPERTY GENERALLY DESCRIBED HEREIN AS GENERALLY LOCATED AT ARMOUR DR. AND JONES DR., EXTENDED, FREMONT, NEBRASKA, FROM R RURAL TO SR SUBURBAN RESIDENTIAL, PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City has determined that the subject property is zoned R Rural; and

WHEREAS, the owner desires zoning district designation of SR Suburban Residential; and

WHEREAS, a public hearing on the proposed Zoning Change was held by the Planning Commission on February 18, 2020, and subsequently by the City Council on March 10, 2020, and;

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

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

SECTION I. ZONING. That paragraph “b” of Article 406 of Ordinance No. 5427 as it pertains to the Official Zoning Map is changed to rezone the following described real estate, from R Rural to SR Suburban Residential:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF COUNTRY CLUB ESTATES FIFTH ADDITION; THENCE S89°45'19"E ALONG THE SOUTH LINE OF SAID COUNTRY CLUB ESTATES FIFTH ADDITION A DISTANCE OF 337.76 FEET TO THE NORTHWEST CORNER OF WASHINGTON HEIGHTS THIRD ADDITION; THENCE S00°03'19"W ALONG THE WEST LINE OF SAID WASHINGTON HEIGHTS THIRD ADDITION A DISTANCE OF 340.01 FEET; THENCE N89°46'06"W A DISTANCE OF 122.50 FEET; THENCE S00°03'19"W A DISTANCE OF 35.50 FEET; THENCE N89°46'06"W A DISTANCE OF 170.50 FEET; THENCE S00°03'19"W A DISTANCE OF 105.47 FEET; THENCE N89°47'06"W A DISTANCE OF 370.24 FEET; THENCE N00°13'54"E A DISTANCE OF 187.58 FEET; THENCE S89°46'06"E A DISTANCE OF 44.50 FEET; THENCE N00°13'54"E A DISTANCE OF 116.00 FEET; THENCE N06°27'27"E A DISTANCE OF 55.33 FEET; THENCE N00°13'54"E A DISTANCE OF 122.64 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE S89°45'18"E ALONG SAID NORTH LINE A DISTANCE OF 273.50 FEET TO THE POINT OF BEGINNING, CONTAINING 6.19 ACRES, MORE OR LESS.

SECTION 2. REPEALER. That part of the official zoning map referred to in Paragraph “b” of Article 406 of Ordinance No. 5427 or any other section of said ordinance in conflict with this ordinance is hereby repealed.

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

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

PASSED AND APPROVED THIS 14th DAY OF APRIL, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

To: Honorable Mayor and City Council

From: Jennifer Dam, Planning Director

Date: April 14, 2020

Subject: Approval of Redevelopment Agreement with WholeStone Farms

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Recommendation: Approval of the Redevelopment Agreement for the WholeStone Farms Project

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Background:

This matter involves the approval of a Redevelopment Agreement proposed for execution by the the City of Fremont ("CDA") and WholeStone Farms II, LLC

The CDA and the City Council of the City of Fremont approved an amendment to the South Fremont Redevelopment Plan to expand the redevelopment area and adopt the WholeStone Farms Redevelopment Project on March 31, 2020.

The minimum project valuation is $128,550,000, constructed over nine phases. The total TIF indebtedness authorized is $23,455,000 over the nine phases.

The agreement establishes the terms and use of TIF indebtedness.

The agreement specifies the public and private improvements that will be constructed as a result of the project.

Fiscal Impact: Cost of additional wastewater improvements and new electrical substation

REDEVELOPMENT AGREEMENT

(WHOLESTONE FARMS REDEVELOPMENT PROJECT)

This Redevelopment Agreement is made and entered into as of the ___ day of April, 2020, by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA") and WholeStone Farms II, LLC, a Nebraska limited liability company ("Redeveloper").

RECITALS

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

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

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

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

E. The proposed redevelopment project involves the renovation and rehabilitation of the existing food processing facilities on the Project Site, and construction of over 500,000 square feet of new food processing facilities, parking lots, and ancillary improvements on the Project Site and in the Redevelopment Area in a series of up to 9 phases.

F. A phased redevelopment project, including the phasing of the division of ad valorem taxes for the project, is permitted under Section 18-2147 of the Act, which expressly authorizes the division of ad valorem taxes on portions of the real property in a redevelopment project for a period not to exceed 15 years. This Project will accordingly divide the ad valorem taxes on each phase of the real property in the redevelopment project in different years, each for a period not to exceed 15 years.

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

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

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

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

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

D. "Effective Date" has the meaning set forth in Section 3.01 of this Redevelopment Agreement.

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

F. "Minimum Project Valuation" means an amount equal to One Hundred Twenty Eight Million Five Hundred Fifty Thousand and No/100 Dollars ($128,550,000.00). The allocation of the Minimum Project Valuation among each Phase of the Project is described on Exhibit "A-1" attached hereto and incorporated by this reference.

G. "Phase" means the construction of the Private Improvements and the Public Improvements on a portion of the Project Site, as more particularly described on Exhibit "A" attached hereto and incorporated by this reference. Each Phase of the Project may have a separate Effective Date for the division of ad valorem taxes, as more particularly described herein.

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

I. "Project" means the improvements to the Project Site and adjacent thereto, as well as related expansion and improvements to municipal infrastructure, including expanded capacity at the municipal wastewater treatment facility, and including the Private Improvements and Public Improvements defined herein and described on Exhibit "A". The parties acknowledge and agree that the Project shall

be completed in multiple Phases in successive years, as further described herein, and that all Phases shall collectively constitute the Redevelopment Project.

J. "Project Completion Date" has the meaning set forth in Section 4.01(a) of this Redevelopment Agreement.

K. "Project Site" means all that certain real property situated in the City, more particularly described on Exhibit "A-2".

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

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

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

O. "Redevelopment Area" means the Redevelopment Area that is referred to as the South Fremont Industrial Redevelopment Area and that is legally described in the Redevelopment Plan.

P. "Redevelopment Plan" means the Redevelopment Plan prepared by the City and dated June of 2016, and approved by the City Council of the City on July 19, 2016, as amended by that certain Amendment to the South Fremont Industrial Redevelopment Plan incorporating the Wholestone Farms Redevelopment Project approved by the City Council of the City on March 31, 2020.

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

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

Section 1.02 <u>Construction and Interpretation.</u>

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS

Section 2.01 **Representations by the CDA.**

The CDA makes the following representations and findings:

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

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

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

Section 2.02 **Representations of Redeveloper.**

Redeveloper makes the following representations and findings:

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

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

charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

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

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

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

ARTICLE III

OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 **Capture of Tax Increment**.

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

completed and included in the assessed valuation of such Phase and such Phase is generating the Tax Increment subject to capture by the CDA (the "TIF Period").

(b) The Private Improvements will be completed in up to nine (9) Phases. Although the Redeveloper presently anticipates completion of the 9 components of the Project in 3 Phases, the Redeveloper reserves the right to complete the Project in up to 9 Phases as set forth in this Agreement. Further, the Redeveloper reserves the right to combine two or more of the Phases and change the sequence of construction of any of the Phases. In order to optimize the Tax Increment generated by the Project, each Phase may have a separate Effective Date for the division of ad valorem taxes. The Effective Date for each Phase shall be directly related to the construction and absorption of the Private Improvements. For each Phase, the Redeveloper shall notify the CDA in writing of the Effective Date for such Phase no later than July 1st in the calendar year of the Effective Date for said Phase; provided, however, that the Effective Date for the final Phase of the Project shall not be after January 1, 2026 without the approval of the CDA. The CDA shall file with the County Assessor the "Notice to Divide" on or prior to August 1st in the calendar year of the Effective Date for each Phase, which shall identify the legal description of the portion of the Project Site constituting the Phase, the Base Valuation Year for such Phase, and the year in which the tax division becomes effective (the calendar year of the Effective Date) for said Phase.

Section 3.02 **Tax Increment**.

The term Tax Increment shall mean, in accordance with Section 18-2147 of the Act, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Dodge County Board of Equalization) for that portion of the

Project Site comprising a Phase for that year prior to the year in which the Effective Date falls, and the ad valorem tax which is produced by the tax levy for the portion of the Project Site comprising said Phase after completion of construction of the Private Improvements as part of the Phase. For this Project, the anticipated Tax Increment is the difference between the projected taxes payable for the calendar year of the Effective Date of each Phase (after construction completion) and the taxes payable for the year prior to the calendar year of the Effective Date of each Phase (before commencement of construction).

The parties acknowledge and agree that ad valorem taxes in Nebraska are typically paid in arrears in the year following the year said taxes are due. Accordingly, the Tax Increment created in the fifteenth (15th) year of each Phase of the Project pursuant to Section 18-2147 of the Act and this Agreement may be paid in the sixteenth (16th) year according to customary practice in Nebraska. Said payment in arrears only affects the timing of tax payments, but does not in any way affect or limit the fifteenth (15th) year division of taxes.

Section 3.03 **Issuance of TIF Indebtedness**.

No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall be authorized to incur or issue TIF Indebtedness (the "TIF Notes") at such times as the Redeveloper requests, in a series of not more than nine (9) TIF Promissory Notes corresponding to one or more Phases of the Project, which in the aggregate shall not exceed Twenty Three Million Four Hundred Fifty Five Thousand and No/100 Dollars ($23,455,000.00), as calculated on the attached and incorporated Exhibit "B", to be issued to the Redeveloper which shall entitle the holder of the TIF Promissory Note to receive the semi-annual incremental tax

payments generated by the Project. The allocation of the TIF Indebtedness among each Phase of the Project is described on the attached and incorporated Exhibit "A-1". Each TIF Promissory Note shall include an annual interest rate not to exceed six and one-half percent (6.5%). The TIF Indebtedness shall be issued in a series of TIF Promissory Notes in the form attached hereto as Exhibit "B-1". The TIF Indebtedness shall be purchased by the Redeveloper or a lender of the Redeveloper. The TIF Indebtedness shall not be a general obligation of the CDA or the City which shall issue such TIF Promissory Notes solely as a conduit.

If the Redeveloper does not acquire and fund the acquisition of the TIF Indebtedness itself, the Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the TIF Promissory Notes for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge of assignment of the Tax Increment or otherwise secured by the Redeveloper as required by the lender. The Redeveloper acknowledges that, notwithstanding the pledge or assignment of the TIF Notes to Redeveloper's lender, if the Project does not generate sufficient Tax Increment Revenues or the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Notes in full, then the CDA shall, in all events, only be required to pay the net amount received in Tax Increment Revenues from the Project as full payment of the TIF Notes.

Section 3.04 Use of TIF Indebtedness.

The CDA will collect and use the Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the aggregate amount of the TIF Notes that the CDA agrees to service and repay with the Tax Increment shall not exceed

the amount of the Eligible Project Costs certified by Redeveloper pursuant to Section 4.02 and listed on Exhibit "C". In addition, the CDA shall retain an amount sufficient to pay: (a) its reasonable and necessary cost of issuance, including attorney fees; (b) its Administrative Fee of one percent (1%); and (c) the CDA may designate a sum up to five percent (5%) for the construction of the improvements to the municipal wastewater treatment facilities described herein, all as set forth on Exhibit "C". The Redeveloper shall pay to the CDA the Administrative Fee and the Cost of Issuance upon the issuance of each TIF Promissory Note. The Tax Increment shall be paid pursuant to the terms of the TIF Promissory Notes and/or TIF resolution issued by the CDA relating to this Project.

Section 3.05 Creation of Fund.

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

Section 3.06 Projected TIF Sources and Uses.

The TIF sources and eligible uses are attached on Exhibit "C" and incorporated by this reference. The Projected Uses of the TIF funds are eligible under the Act, and are estimates which shall be confirmed upon construction completion and be certified by the Redeveloper under Section 4.02 below.

Section 3.07 Wastewater Treatment Facility.

Pursuant to that certain Wastewater Services and Cost Share Agreement by and between the City and Wholestone Cooperative Farms, Inc., an affiliate of

Redeveloper ("Wholestone Cooperative"), approved by the City Council of the City of Fremont on March 31, 2020, the Redeveloper and/or Wholestone Cooperative shall make a contribution in aid of construction for certain improvements to the City's wastewater treatment facility, including: (a) a Five Million and No/100 Dollars ($5,000,000.00) contribution in aid of construction for new anaerobic lagoons for the wastewater treatment facility (the "Initial Wastewater CIAC"), and (b) an approximately Nine Million Five Hundred Thousand and No/100 Dollars ($9,500,000.00) contribution in aid of construction for additional improvements to the wastewater treatment facility required to accommodate the Redeveloper's second shift operations, including, but not limited to, an additional anaerobic lagoon (the "Additional Wastewater CIAC"). In accordance with the terms of the Wastewater Service and Cost Share Agreement, the amount of the Additional Wastewater CIAC shall be established once the total cost of the improvements required to accommodate Redeveloper's second shift operations is determined.

In addition to the Initial Wastewater CIAC and the Additional Wastewater CIAC, the Redeveloper shall enter into a Reimbursement and Indemnification Agreement with the City pursuant to which the Redeveloper shall make a contribution in aid of construction to reimburse the City for engineering fees incurred for design of the improvements to the City's wastewater treatment facility in the approximate amount of One Million Seven Hundred Fifty Thousand and No/100 Dollars ($1,750,000.00) (the "Wastewater Design CIAC"). The amount of the Wastewater Design CIAC shall be confirmed upon determination of the engineer's fees to design the improvements to the City's wastewater treatment facilities.

The Redeveloper and/or Wholestone Cooperative shall pay the Initial Wastewater CIAC and the Additional Wastewater CIAC in monthly installments or in a single payment of the full balance as set forth in the Wastewater Services and Cost Share Agreement. The Wastewater Design CIAC shall be paid in accordance with the terms of the Reimbursement and Indemnification Agreement, once executed. The TIF Indebtedness shall be used to reimburse Redeveloper for the cost of the Initial Wastewater CIAC, Additional Wastewater CIAC and Wastewater Design CIAC.

Section 3.08 Electrical Substation.

Within sixty (60) days following execution of this Agreement, the City and Redeveloper shall enter into an easement agreement pursuant to which the Redeveloper shall grant to the City an easement to access a portion of the Project Site in order to construct and operate an electrical substation. In accordance with that certain Reimbursement and Indemnification Agreement for Design Engineer dated March 3, 2020, Redeveloper shall make a contribution in aid of construction to the City in an amount not to exceed Three Hundred One Thousand Three Hundred Ninety Five and No/100 Dollars ($301,395.00) to reimburse the City for engineering fees incurred in design of the electrical substation, which shall be paid pursuant to the terms of said Reimbursement and Indemnification Agreement. In addition, Redeveloper shall make a contribution in aid of construction to the City in an amount not to exceed Five Million Four Hundred Thousand and No/100 Dollars ($5,400,000.00) for the City's costs to construct the new electrical substation not later than thirty (30) days following execution of the easement agreement. Construction of the

electrical substation shall be completed no later than December 31, 2020, provided that the City shall not be obligated to commence work or incur any such costs associated with the electrical substation until the City receives from Redeveloper the contributions in aid of construction for the electrical substation. Any amounts in excess of the above described contributions in aid of construction required for construction of the electrical substation shall be paid by the City out of its own funds. The TIF Indebtedness shall be used to reimburse Redeveloper for the cost of such contributions in aid of construction.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 **Construction of Project; Insurance.**

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit "A" and install all equipment necessary to operate the Public Improvements and the Private Improvements in up to nine (9) Phases, and will complete the final Phase of the Project no later than December 31, 2026 (the "Project Completion Date"). Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after substantial completion by Redeveloper of the Public Improvements and the Private Improvements for a Phase, Redeveloper shall notify the CDA of the

completion and request that the CDA issue a Certificate of Completion with respect to said Phase, the form of which is attached as Exhibit "D" and incorporated by this reference. At the Redeveloper's request and upon receipt of notice from the Redeveloper of completion of a Phase, the CDA shall issue a Certificate of Completion with respect to said Phase. Once issued by the CDA, the Certificate of Completion shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements constituting the Phase, and Redeveloper shall be entitled to record the Certificate of Completion.

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

Section 4.02 Cost Certification.

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

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

Section 4.03 <u>No Discrimination.</u>

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

Section 4.04 <u>Pay Real Estate Taxes.</u>

(a) Redeveloper intends to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation set forth in Section 1.01(F) above, no later than as of January 1 of the calendar year following the Effective Date of the final Phase of the Project. Further, Redeveloper intends to create a taxable real property valuation of each Phase of not less than the Minimum Phase Valuation applicable to such Phase, as set forth on the attached and

incorporated Exhibit "A-1", no later than as of January 1 of the calendar year following the Effective Date of such Phase. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) upon completion of each Phase, not protest a real estate property valuation of said Phase to a sum less than or equal to the Minimum Phase Valuation designated for said Phase; (2) upon completion of the final Phase of the Project, not protest a real estate property valuation of the Project and Project Site to a sum less than or equal to the Minimum Project Valuation; and (3) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) Since the Redeveloper will fund the TIF Notes for this Project, Redeveloper agrees to defer any shortfall in repayment of the TIF Indebtedness to the extent that the anticipated Tax Increment, as set forth on Exhibit "B", exceeds the actual Tax Increment. If Redeveloper is required to defer any such shortfall, the Redeveloper shall be entitled to receive reimbursement of any such shortfall to the extent TIF Revenues later become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt service payments. Any such shortfall amounts not reimbursed at the end of the TIF Period shall be forgiven. Redeveloper understands and agrees that the anticipated Tax Increment is a projection based on assumed values and tax levy rates and that the actual Tax Increment may vary substantially from the anticipated Tax Increment. Notwithstanding the foregoing, a failure by the Redeveloper to maintain the Minimum Phase Valuation or the Minimum Project Valuation shall not relieve the CDA of its obligation to make payments on the TIF Promissory Notes to the extent

of the Tax Increment actually received by the CDA. The Redeveloper acknowledges and agrees that such TIF Promissory Notes do not constitute a general obligation of the CDA or the City, and are payable solely and only out of the Tax Increment actually generated by each Phase of the Project.

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

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

Following the issuance of a Certificate of Completion for the Project or any Phase thereof, Redeveloper is permitted to convey, assign or transfer that portion of the Project Site for which the Certificate of Completion is issued, and, at its option, to retain the TIF Promissory Note; provided, however, that Redeveloper's successor

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

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

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

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by

Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within 90 days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within 90 days of Redeveloper receiving notice thereof.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

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

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific

performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 **<u>Additional Remedies of the CDA.</u>**

In the event that:

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

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

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

(d) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following

written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper's lender),

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

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

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

Section 6.04 **Limitation of Liability; Indemnification.**

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

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

this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Memorandum.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CDA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CDA and the City, on the one hand, and any officer,

employee, contractor or representative of Redeveloper, on the other hand. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by the Redeveloper for three years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City's retention requirements under the Act. Supporting documents shall include, but shall not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act, and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

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

[Signature and Notary Pages to Follow]

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

ATTEST:

By:_____ By: _____
Secretary Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____ and _____, Chairman and Secretary respectively of the Community Development Agency of the City of Fremont, Nebraska, a public body corporate and politic, on behalf of the Agency.

_____
Notary Public

"REDEVELOPER"

Wholestone Farms II, LLC, a
Nebraska limited liability company

By: _____
Name: _____
Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by _____, Manager of Wholestone Farms II, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

_____
Notary Public

TABLE OF EXHIBITS:

Exhibit "A" – Description of Project
Exhibit "A-1" – Allocation of TIF Indebtedness and Minimum Phase Valuation
Exhibit "A-2" – Legal Description of Project Site
Exhibit "B" – TIF Indebtedness
Exhibit "B-1" – TIF Note
Exhibit "C" – Projected TIF Sources and Uses
Exhibit "D" – Certificate of Completion
Exhibit "E" – Memorandum of Redevelopment Agreement

EXHIBIT "A"

DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, defined as the real estate legally described on Exhibit "A-2", attached hereto and incorporated herein by this reference, shall consist of the following:

(a) **Private Improvements**. The private improvements to be constructed by the Redeveloper on the Project Site include construction of new food processing facilities and rehabilitation and expansion of existing food processing facilities on the Project Site, and associated improvements, which will be completed in up to nine (9) Phases. The Private Improvements to be completed in each Phase of the Project are described in greater detail below.

(b) **Public Improvements**. Installation of a force main to City Lift Station, aid to construction for city improvements at city wastewater treatment facility, construction of an electrical substation, site preparation and grading, energy efficiency enhancements, architectural and engineering fees, and other eligible public expenditures under the Act as determined in the Redevelopment Agreement; paid for, in part, by the tax increment generated by the private improvements.

The Private Improvements and the Public Improvements shall be completed in up to nine (9) Phases as follows:

Phase	**Private Improvements**
Phase 1	Construction of an approximately 14,000 square foot wastewater pre-treatment plan.
Phase 2	Construction of an approximately 110,000 square foot expansion to the pork fabrication floor, as well as renovation of the existing pork fabrication floor.
Phase 3	Construction of a new approximately 82,000 square foot cold storage facility to hold finished products prior to distribution to customers.
Phase 4	Construction of a new rendering facility.
Phase 5	Construction of a new roughly 23,000 square foot snap chilling cooler.
Phase 6	Renovation and rehabilitation of the existing equilibrium cooler.
Phase 7	Expansion of existing office facilities.
Phase 8	Construction of a new approximately 33,000 square foot livestock barn.
Phase 9	Expansion of cold storage facilities by approximately 40,000 square feet.

All Phases of the Project shall collectively constitute one Redevelopment Project. Each Phase may have a separate Effective Date for the division of ad valorem taxes. Public Improvements constructed to serve the Private Improvements as part

of any Phase shall constitute public improvements for the overall Project, and shall be reimbursable from the tax increment generated by any Phase.

Prior to August 1 in the year of the Effective Date of the first Phase, the Redeveloper shall establish a condominium regime on the Project Site pursuant to the Nebraska Condominium Act, Neb. Rev. Stat. §§ 76-825 et. seq. Each Phase of the Project shall correspond to a separate unit within the condominium regime, and each unit shall constitute a separate parcel of real estate, so that each Phase of the Project may have a separate Effective Date for the division of ad valorem taxes.

The scope and sequence of the Phases of the Project are subject to adjustment based on market forces and demand. Specifically, the Redeveloper shall be permitted to adjust the following: (i) the size of the Private Improvements constructed as a part of any Phase up to twenty (20%) of the square footage of such Private Improvements, (ii) the use of any of the Private Improvements constructed, provided that the use complies with the City's zoning regulations; (iii) the amount of the TIF indebtedness issued with respect to any Phase, provided that the TIF indebtedness issued for all Phases shall not in the aggregate exceed Twenty Three Million Four Hundred Fifty Five Thousand and No/100 Dollars ($23,455,000.00); and (iv) the sequence of the Phases. Further, the Redeveloper shall be permitted to combine one or more Phases of the Project into a single Phase with a single Effective Date. The CDA and Redeveloper acknowledge and agree that the foregoing adjustments shall constitute immaterial modifications to the Redevelopment Project, which shall not require amendment to the Redevelopment Plan nor to this Redevelopment Agreement.

Any material adjustment to the Private Improvements constructed as a part of any Phase shall be subject to approval of the CDA. In the event that the CDA approves such a modification to the Redevelopment Plan, the Redeveloper and the CDA shall enter into an Amendment to this Redevelopment Agreement identifying the adjustments to the Private Improvements to be constructed as part of each Phase.

EXHIBIT "A-1"

ALLOCATION OF TIF INDEBTEDNESS AND MINIMUM PHASE VALUATION

The Project will be completed in up to nine (9) Phases. The principal amount of the TIF Indebtedness that the CDA is authorized to issue for each Phase of the Project, as well as the Minimum Phase Valuation required to support the TIF Indebtedness issued for such Phase, are as follows:

Phase	**TIF Indebtedness Authorized**	**Minimum Phase Valuation**
Phase 1	$1,747,000	$9,572,000
Phase 2	$9,747,000	$53,421,000
Phase 3	$3,373,000	$18,488,000
Phase 4	$1,627,000	$8,917,000
Phase 5	$3,338,000	$18,293,000
Phase 6	$1,171,000	$6,416,000
Phase 7	$414,000	$2,271,000
Phase 8	$749,000	$4,107,000
Phase 9	$1,289,000	$7,065,000
Total:	**$23,455,000**	**$128,550,000**

EXHIBIT "A-2"

PROJECT SITE

Parcel 1

LOTS 1 THRU 8, INCLUSIVE, BLOCK 5, ROAD-RAIL SUBDIVISION IN DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY ROAD ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, T17N, R8E OF THE 6TH P.M ., DODGE COUNTY; THENCE N89°57'18"W (ASSUMED BEARING) 48.00 FEET ON THE SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°09'43"E 33.00 FEET ON A LINE 48.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 TO THE SE CORNER OF SAID LOT 8 AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 537.00 FEET ON THE EAST LINES OF SAID LOTS 8 AND 1; THENCE N19°40'50"W 94.27 FEET ON THE EAST LINE OF SAID LOT 1 TO THE NE CORNER THEREOF; THENCE N89°52'04"W 1211.05 FEET ON THE NORTH LINES OF SAID LOTS 1, 2, 3 AND 4 TO THE NW CORNER OF SAID LOT 4; THENCE S00°08'48"W 627.58 FEET ON THE WEST LINES OF SAID LOTS 4 AND 5 TO THE SW CORNER OF SAID LOT 5; THENCE S89°57'18"E 96.90 FEET ON THE SOUTH LINE OF SAID LOT 5; THENCE S00°02'42"W 33.00 FEET TO THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S71°08'03"E 102.31 FEET TO THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 873.00 FEET ON THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE N84°24'02"E 162.83 FEET; THENCE N00°09'43"E 17.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 7.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE N00°09'43"E 33.00 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE S89°57'18"E 7.00 FEET ON THE SOUTH LINE OF SAID LOT 8 TO THE POINT OF BEGINNING.

CONTAINING 19.502 ACRES MORE OR LESS

Parcel 2

PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 23, TOGETHER WITH PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE N89°51'48"E (ASSUMED BEARING) 40.00 FEET ON THE SOUTH LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF PLATTE AVENUE; THENCE N00°31'55"E 860.12 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE SOUTH LINE OF FACTORY STREET; THENCE NORTHWESTERLY ON THE SOUTH LINE OF FACTORY STREET ON A 5544.75 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N49°58'07"W, CHORD DISTANCE 62.10 FEET, AN ARC DISTANCE OF 62.10 FEET; THENCE N39°26'21"E 115.75 FEET TO THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY ON A6675.80 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S47°17'10"E, CHORD DISTANCE 637.62 FEET, AN ARC DISTANCE OF 637.86 FEET; THENCE S44°31'19"E 85.35 FEET ON

THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE S44°29'49"E 808.55 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY TO THE WEST LINE OF HAMILTON STREET;

THENCE N89°52'04"W 833.22 FEET ON THE NORTH LINE OF STUDLEY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF STUDLEY ROAD AND THE EAST LINE OF PLATTE AVENUE ON A 117.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N44°51'46"W, CHORD DISTANCE 165.49 FEET, AN ARC DISTANCE OF 183.82 FEET TO A POINT 40.00 FEET EAST OF THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°08'48"E 475.49 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 AND ON THE EAST LINE OF PLATTE AVENUE TO THE POINT OF BEGINNING.

CONTAINING 27.086 ACRES MORE OR LESS.

Parcel 3

PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 23 TOGETHER WITH PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN 17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N89°45'02"W (ASSUMED BEARING) 33.00 FEET ON THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF PLATTE AVENUE; THENCE S00°08'48"W 566.94 FEET ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE NORTH LINE OF A BURLINGTON NORTHERN RAILROAD SIDE TRACK; THENCE SOUTHWESTERLY ON THE NORTH LINE OF SAID BURLINGTON NORTHERN RAILROAD SIDE TRACK ON A 504.39 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S41°48'56"W, CHORD DISTANCE 241.42 FEET, AN ARC DISTANCE OF 243.79 FEET TO THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK; THENCE N02°41'05"W 891.89 FEET ON THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK TO A POINT 142.00 FEET NORTH OF THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE S89°25'05"E 189.52 FEET ON A LINE 142.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4 TO THE WEST LINE OF PLATTE AVENUE; THENCE S00°31'55"W 142.00 FEET ON A LINE 40.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE SOUTH LINE OF SAID SW 1/4; THENCE S89°45'02"E 7.00 FEET ON THE SOUTH LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING.

CONTAINING 3.321 ACRES MORE OR LESS.

Parcel 4

TAX LOTS 4 AND 81 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY STREET ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE S89°23'45"E

(ASSUMED BEARING) 33.00 FEET ON THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE N00°09'43"E 33.00 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE NORTH LINE CLOVERLY ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 547.33 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS; THENCE S44°16'46"E 949.87 FEET ON THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS TO THE NORTH LINE OF CLOVERLY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N80°57'48"W, CHORD DISTANCE 407.15 FEET, AN ARC DISTANCE OF 408.62 FEET; THENCE N89°23'45"W 205.81 FEET ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 AND ON THE NORTH LINE OF CLOVERLY ROAD; THENCE N00°09'43"E 66.00 FEET ON THE NORTH LINE OF CLEVERLY ROAD; THENCE N89°23'45"W 57.00 FEET ON THE NORTH LINE OF CLOVER LY ROAD TO THE POINT OF BEGINNING.

CONTAINING 4.322 ACRES MORE OR LESS.

Parcel 5

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NW CORNER OF THE NW 1/4 OF SAID SECTION 25; THENCE S00°09'43"W (ASSUMED BEARING) 137.88 FEET, MORE OR LESS, ON THE WEST LINE OF SAID NW 1/4 TO THE CENTER LINE OF THE UNION PACIFIC RAILROAD; THENCE S44°16'46"E 706.80 FEET ON THE CENTER LINE OF SAID UNION PACIFIC RAILROAD; THENCE S45°43'14"W 196.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S45°43'14"W 29.38 FEET; THENCE S44°16'46"E 518.40 FEET; THENCE SOUTHEASTERLY ON A 771.11FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S41°05'56"E, CHORD DISTANCE 85.57 FEET, AN ARC DISTANCE OF 85.61 FEET; THENCE S37°55'06"E 183.90 FEET TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S67°17'24"E, CHORD DISTANCE 52.40 FEET, AN ARC DISTANCE OF 52.40 FEET; THENCE N37°55'06"W 234.21 FEET; THENCE NORTHWESTERLY ON A 776.99 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N41°05'54"W, CHORD DISTANCE 86.23 FEET, AN ARC DISTANCE OF 86.28 FEET; THENCE N44°16'46"W 490.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.527 ACRES MORE OR LESS.

Parcel 6

PART OF NW 1/4OFTHE NW 1/4OFSECTION 25, T17N, R8EOFTHE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW

1/4 OF SAID SECTION 25, TOGETHER WITH PART OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT SE CORNER OF THE SE 1/4 OF THE NE¼ OF SAID SECTION 25; THENCE S00°20'14"W (ASSUMED BEARING) 213.87 FEET ON THE EAST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE SOUTH LINE OF THE UNION PACIFIC RAILROAD; THENCE N44°16'46"W 306.95 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF CLOVERLY ROAD; THENCE CONTINUING N44°16'46"W 1964.14 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE EAST LINE OF A RAILROAD SPUR TRACK RIGHT-OF-WAY; THENCE S00°33'14"W 310.28 FEET ON THE EAST LINE OF SAID SPUR TRACK RIGHT-OF-WAY TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S51°03'54"E, CHORD DISTANCE 328.50 FEET, AN ARC DISTANCE OF 328.82 FEET; THENCE S44°16'46"E 1238.35 FEET ON THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 180.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S89°16'46"E, CHORD DISTANCE 254.56 FEET, AN ARC DISTANCE OF 282.75 FEET TO THE POINT OF BEGINNING.
CONTAINING 7.696 ACRES MORE OR LESS.

The Project Site shall include the location of municipal infrastructure and expansion and improvement of municipal wastewater treatment facilities.

EXHIBIT "B"

TIF INDEBTEDNESS

1. **Assumed Base Project Valuation (All Phases):** $11,476,000
2. **Required Assessed Value at Completion (All Phases):** $128,455,000
3. **Assumed Tax Levy:** 2.047225%
4. **Anticipated Aggregate Tax Increment (All Phases):** $23,455,000
5. **TIF Indebtedness**:

   a. **Principal Amount**. The principal amount of the TIF Indebtedness shall be the amount, together with interest accruing thereon at an annual rate not to exceed six and one-half percent (6.5%), which can be amortized by the end of the fifteen (15) year tax increment period of each Phase, solely from the Anticipated Tax Increment available, which Anticipated Tax Increment shall be allocated between Phases of the Project as set forth in Exhibit "A-1", subject to required debt service coverage, final approved interest rate, required reserve, and cost of issuance. The principal amount of the TIF Indebtedness for all Phases of the Project shall not exceed Twenty Three Million Four Hundred Fifty Five Thousand and No/100 Dollars ($23,455,000.00), without the consent of the CDA.

   b. **Payments**. Payments shall be made semi-annually with interest only until real estate taxes are fully collected for the tax year of the Effective Date of each Phase sufficient to fully amortize the TIF Indebtedness on or before the final payment of taxes in the fifteenth (15th) year of the tax increment period for such Phase.

   c. **Anticipated Maturity Date**. The maturity date shall be December 31 of the year that is fifteen (15) years after the Effective Date for each Phase of the Project.

   d. **TIF Period**. The tax increment financing period for each Phase of the Project will be fifteen (15) years, commencing on the Effective Date of each Phase of the Project.

   e. **Phasing**. The Required Assessed Value at Project Completion set forth above represents the estimated aggregate value of all Phases of the Project and the entirety of the Project Site upon completion of all of the Private Improvements. The CDA has authority to issue up to nine (9) TIF Promissory Notes corresponding to one or more Phases of the Project, at such times as requested by the Redeveloper and in such amounts as set forth on Exhibit "A-1".

EXHIBIT "B-1"

TIF NOTE
(See Attached)

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

Registered Registered

No. 1 $_____

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

COMMUNITY REDEVELOPMENT REVENUE NOTE
(WHOLESTONE FARMS REDEVELOPMENT PROJECT)
SERIES _____

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

Registered Holder	Principal Amount
Wholestone Farms II, LLC	$_____

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the Fremont City Treasurer, as Paying Agent and Registrar, from the Original Issuance Date identified above. Accrued interest for _____ (if any) shall be made in the form of interest only payments in ____ (__) installments annually due June 15, 20___ and December 15, 20___. Thereafter principal and interest shall be payable in _____ (___) equal semi-annual installments due June 15, 20___, December 15, 20___, and each June 15 and December 15 thereafter through December 15, 20___. The 20___ tax liability shall be divided when the 20___ tax payments are made in 20___. Payments on this Note will be made by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal of this Note is payable in any coin or currency

of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

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

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

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

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Fremont, Nebraska, pursuant to a

Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

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

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

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

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

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

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

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

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

ATTEST:

_____
Secretary

By: _____
Chairman

CERTIFICATE OF AUTHENTICATION

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

Fremont City Treasurer,
as Paying Agent and Registrar

By: _____
Authorized Signature

EXHIBIT "C"

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

Assumptions:	Dodge Co. Tax Levy (2019)	2.047225
	TIF period (years)	varies[1]

Property Value Assumptions:		Assessed Value	Estimated Taxes
	Pre-Project	$11,476,000	$235,000
	Completed Project	$128,550,000	$2,632,000
	Difference	$117,074,000	$2,397,000

TIF Calculations:	Annual TIF Amount	varies
	TIF Loan Amount	**$23,455,000**

2. PROJECTED TIF USES[2]

A. Admin. Fee – 1%	$234,550
B. Cost of Issuance	$10,000
C. City Improvements (Designated for Improvements to Wastewater Treatment Facility) – 5%	$1,172,750
D. Contribution in Aid of Construction for Improvements to City Wastewater Treatment Facility	$16,250,000
E. Force Main	$780,000
F. Contribution in Aid of Construction for New City Substation	$5,701,395
G. Site Preparation/Grading	$500,000
H. Energy Efficiency Enhancements	$2,000,000
I. Architectural & Engineering Fees	$750,000
Total:	**$27,398,695[3]**

[1] The Project will be completed in up to nine (9) Phases and the TIF period will vary based on the construction schedule for each Phase, provided, however, that the TIF period for each Phase shall not exceed fifteen (15) years. Likewise, the annual TIF amount generated by the Project will vary due to the phased implementation of the Project, but it is anticipated that upon completion of all Phases of the Project, the annual TIF amount will be approximately $2,397,000.

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

[3] Eligible TIF Uses are projected to be in excess of $27,398,695, but the TIF Revenue Projection is limited to $23,455,000 which is the sum generated by the projected incremental revenues based on the projected valuation of the redevelopment project upon completion of all Phases. For purposes of the Cost Certification required by Section

4.02, Redeveloper shall be required to certify costs up to the amount of each TIF Promissory Note issued by the CDA.

EXHIBIT "D"

CERTIFICATE OF COMPLETION

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

> Unit(s) _____, Wholestone Real Estate Condominium, a condominium organized under the laws of the State of Nebraska, pursuant to the Declaration of Wholestone Real Estate Condominium recorded on _____, under Instrument _____ of the records of Dodge County, Nebraska,

("Redeveloper Property"), all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement (Wholestone Farms Redevelopment Project) by and between the Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska, and Wholestone Farms II, LLC, a Nebraska limited liability company, and its successors and assigns ("Redeveloper"), said Agreement dated as of _____, 2020 and a Memorandum of which is recorded as Instrument No._____, in the office of the Register of Deeds for Dodge County, Nebraska.

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

IN WITNESS WHEREOF, the CDA and Redeveloper have executed this instrument this _____ day of _____, 202___.

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_____
_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

_____
Notary Public

"REDEVELOPER"

WHOLESTONE FARMS II, LLC, a
Nebraska limited liability company

By: _____
Name: _____
Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 202__, by _____, Manager of Wholestone Farms II, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

_____
Notary Public

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

EXHIBIT "E"

MEMORANDUM OF REDEVELOPMENT AGREEMENT
(WHOLESTONE FARMS REDEVELOPMENT PROJECT)

This Memorandum of Redevelopment Agreement ("Memorandum") is made this _____ day of April, 2020 by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA") and Wholestone Farms II, LLC, a Nebraska limited liability company ("Redeveloper").

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

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

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

[SIGNATURE PAGES TO FOLLOW]

"CDA"

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_____
_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

_____
Notary Public

"REDEVELOPER"

WHOLESTONE FARMS II, LLC, a
Nebraska limited liability company

By: _____
Name: _____
Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____, Manager of Wholestone Farms II, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

_____
Notary Public

SCHEDULE 1

LEGAL DESCRIPTION

Parcel 1

LOTS 1 THRU 8, INCLUSIVE, BLOCK 5, ROAD-RAIL SUBDIVISION IN DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY ROAD ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, T17N, R8E OF THE 6TH P.M ., DODGE COUNTY; THENCE N89°57'18"W (ASSUMED BEARING) 48.00 FEET ON THE SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°09'43"E 33.00 FEET ON A LINE 48.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 TO THE SE CORNER OF SAID LOT 8 AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 537.00 FEET ON THE EAST LINES OF SAID LOTS 8 AND 1; THENCE N19°40'50"W 94.27 FEET ON THE EAST LINE OF SAID LOT 1 TO THE NE CORNER THEREOF; THENCE N89°52'04"W 1211.05 FEET ON THE NORTH LINES OF SAID LOTS 1, 2, 3 AND 4 TO THE NW CORNER OF SAID LOT 4; THENCE S00°08'48"W 627.58 FEET ON THE WEST LINES OF SAID LOTS 4 AND 5 TO THE SW CORNER OF SAID LOT 5; THENCE S89°57'18"E 96.90 FEET ON THE SOUTH LINE OF SAID LOT 5; THENCE S00°02'42"W 33.00 FEET TO THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S71°08'03"E 102.31 FEET TO THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 873.00 FEET ON THE SOUTH LINE OF VACATED CLOVERLY ROAD; THENCE N84°24'02"E 162.83 FEET; THENCE N00°09'43"E 17.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE S89°57'18"E 7.00 FEET ON THE CENTER LINE OF VACATED CLOVERLY ROAD; THENCE N00°09'43"E 33.00 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE S89°57'18"E 7.00 FEET ON THE SOUTH LINE OF SAID LOT 8 TO THE POINT OF BEGINNING.

CONTAINING 19.502 ACRES MORE OR LESS

Parcel 2

PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 23, TOGETHER WITH PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE N89°51'48"E (ASSUMED BEARING) 40.00 FEET ON THE SOUTH LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF PLATTE AVENUE; THENCE N00°31'55"E 860.12 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23 TO THE SOUTH LINE OF FACTORY STREET; THENCE NORTHWESTERLY ON THE SOUTH LINE OF FACTORY STREET ON A 5544.75 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N49°58'07"W, CHORD DISTANCE 62.10 FEET, AN ARC DISTANCE OF 62.10 FEET; THENCE N39°26'21"E 115.75 FEET TO THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY ON A6675.80 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S47°17'10"E, CHORD DISTANCE 637.62 FEET, AN ARC DISTANCE OF 637.86 FEET; THENCE S44°31'19"E 85.35 FEET ON

THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE S44°29'49"E 808.55 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY TO THE WEST LINE OF HAMILTON STREET;

THENCE N89°52'04"W 833.22 FEET ON THE NORTH LINE OF STUDLEY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF STUDLEY ROAD AND THE EAST LINE OF PLATTE AVENUE ON A 117.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N44°51'46"W, CHORD DISTANCE 165.49 FEET, AN ARC DISTANCE OF 183.82 FEET TO A POINT 40.00 FEET EAST OF THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N00°08'48"E 475.49 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26 AND ON THE EAST LINE OF PLATTE AVENUE TO THE POINT OF BEGINNING.

CONTAINING 27.086 ACRES MORE OR LESS.

Parcel 3

PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 23 TOGETHER WITH PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 26, ALL IN 17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N89°45'02"W (ASSUMED BEARING) 33.00 FEET ON THE NORTH LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF PLATTE AVENUE; THENCE S00°08'48"W 566.94 FEET ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE NORTH LINE OF A BURLINGTON NORTHERN RAILROAD SIDE TRACK; THENCE SOUTHWESTERLY ON THE NORTH LINE OF SAID BURLINGTON NORTHERN RAILROAD SIDE TRACK ON A 504.39 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S41°48'56"W, CHORD DISTANCE 241.42 FEET, AN ARC DISTANCE OF 243.79 FEET TO THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK; THENCE N02°41'05"W 891.89 FEET ON THE EAST LINE OF SAID BURLINGTON NORTHERN RAILROAD MAIN TRACK TO A POINT 142.00 FEET NORTH OF THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE S89°25'05"E 189.52 FEET ON A LINE 142.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SW 1/4 TO THE WEST LINE OF PLATTE AVENUE; THENCE S00°31'55"W 142.00 FEET ON A LINE 40.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SW 1/4 AND ON THE WEST LINE OF PLATTE AVENUE TO THE SOUTH LINE OF SAID SW 1/4; THENCE S89°45'02"E 7.00 FEET ON THE SOUTH LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING.

CONTAINING 3.321 ACRES MORE OR LESS.

Parcel 4

TAX LOTS 4 AND 81 LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF VACATED CLOVERLY STREET ADJACENT THERETO ON THE SOUTH, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE S89°23'45"E

(ASSUMED BEARING) 33.00 FEET ON THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE N00°09'43"E 33.00 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE NORTH LINE CLOVERLY ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N00°09'43"E 547.33 FEET ON A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS; THENCE S44°16'46"E 949.87 FEET ON THE WESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO & NORTHWESTERN AND UNION PACIFIC RAILROADS TO THE NORTH LINE OF CLOVERLY ROAD; THENCE NORTHWESTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N80°57'48"W, CHORD DISTANCE 407.15 FEET, AN ARC DISTANCE OF 408.62 FEET; THENCE N89°23'45"W 205.81 FEET ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 25 AND ON THE NORTH LINE OF CLOVERLY ROAD; THENCE N00°09'43"E 66.00 FEET ON THE NORTH LINE OF CLEVERLY ROAD; THENCE N89°23'45"W 57.00 FEET ON THE NORTH LINE OF CLOVER LY ROAD TO THE POINT OF BEGINNING.

CONTAINING 4.322 ACRES MORE OR LESS.

Parcel 5

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 25, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE NW CORNER OF THE NW 1/4 OF SAID SECTION 25; THENCE S00°09'43"W (ASSUMED BEARING) 137.88 FEET, MORE OR LESS, ON THE WEST LINE OF SAID NW 1/4 TO THE CENTER LINE OF THE UNION PACIFIC RAILROAD; THENCE S44°16'46"E 706.80 FEET ON THE CENTER LINE OF SAID UNION PACIFIC RAILROAD; THENCE S45°43'14"W 196.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S45°43'14"W 29.38 FEET; THENCE S44°16'46"E 518.40 FEET; THENCE SOUTHEASTERLY ON A 771.11FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S41°05'56"E, CHORD DISTANCE 85.57 FEET, AN ARC DISTANCE OF 85.61 FEET; THENCE S37°55'06"E 183.90 FEET TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S67°17'24"E, CHORD DISTANCE 52.40 FEET, AN ARC DISTANCE OF 52.40 FEET; THENCE N37°55'06"W 234.21 FEET; THENCE NORTHWESTERLY ON A 776.99 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N41°05'54"W, CHORD DISTANCE 86.23 FEET, AN ARC DISTANCE OF 86.28 FEET; THENCE N44°16'46"W 490.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.527 ACRES MORE OR LESS.

Parcel 6

PART OF NW 1/4OFTHE NW 1/4OFSECTION 25, T17N, R8EOFTHE 6TH P.M., DODGE COUNTY, NEBRASKA, TOGETHER WITH PART OF THE SW 1/4 OF THE NW

1/4 OF SAID SECTION 25, TOGETHER WITH PART OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT SE CORNER OF THE SE 1/4 OF THE NE¼ OF SAID SECTION 25; THENCE S00°20'14"W (ASSUMED BEARING) 213.87 FEET ON THE EAST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 25 TO THE SOUTH LINE OF THE UNION PACIFIC RAILROAD; THENCE N44°16'46"W 306.95 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF CLOVERLY ROAD; THENCE CONTINUING N44°16'46"W 1964.14 FEET ON THE SOUTH LINE OF THE UNION PACIFIC RAILROAD TO THE EAST LINE OF A RAILROAD SPUR TRACK RIGHT-OF-WAY; THENCE S00°33'14"W 310.28 FEET ON THE EAST LINE OF SAID SPUR TRACK RIGHT-OF-WAY TO THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 1388.22 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S51°03'54"E, CHORD DISTANCE 328.50 FEET, AN ARC DISTANCE OF 328.82 FEET; THENCE S44°16'46"E 1238.35 FEET ON THE NORTH LINE OF CLOVERLY ROAD; THENCE SOUTHEASTERLY ON THE NORTH LINE OF CLOVERLY ROAD ON A 180.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S89°16'46"E, CHORD DISTANCE 254.56 FEET, AN ARC DISTANCE OF 282.75 FEET TO THE POINT OF BEGINNING.
CONTAINING 7.696 ACRES MORE OR LESS

f

4845-7313-0936, v. 4

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: David Goedeken, P.E., Director of Public Works/City Engineer

DATE: April 14, 2020

SUBJECT: Sanitary Sewer District No. SD-704-18

Recommendation: Move to Approve Resolution No. 2020-082 Levying Assessments

Background:
Consider Resolution levying a special tax and assessment for the Sanitary Sewer District No. 704-18 located in the alley from 18th and 19th Street between Broad Street and Park Avenue.

Resolution 2020-082 levies assessments for Sanitary Sewer District No. 704-18 and provides a fifteen (15) year repayment period with a five percent (5%) interest on the outstanding balanced. The Schedule of Assessments is the final assessment for each property owner for the sewer main.

Fiscal Impact:
The total assessable cost for the Sanitary Sewer District No. 704-18 project is $73,771.56.

ITEMIZED STATEMENT OF COST

Alley Sanitary Sewer District No. SD-704-18
18th to 19th between Broad Street and Park Avenue

To the Honorable Mayor and City Council
Fremont, Nebraska

Following is an Itemized Statement of costs of construction, engineering services, legal advertising, registration of deeds, postage and interest chargeable to Alley Sanitary Sewer District No. SD-704-18. Said Alley Sanitary Sewer District compromises the construction of sanitary mains consisting of an 8-in diameter sanitary sewer together with all necessary appurtenances in the alley in Block 25. The total cost is $73,771.56. The total cost is divided by 8 property lots in the perimeters 18th to 19th between Broad Street and Park Avenue.

Construction Costs	$	65,953.69
Engineer Service 8%	$	5,276.30
Legal Advertisement	$	155.16
Notice of Equalization (Est.)	$	105.00
Register of Deeds	$	186.00
Certified Mail	$	116.80
Interest 3%	$	1,978.61
District Total Costs	**$**	**73,771.56**

Respectfully,

David Goedeken, P.E.
Director of Public Works

EXHIBIT "A"

SCHEDULE OF ASSESSMENTS

Alley Sanitary Sewer District No. SD-704-18
18th to 19th between Broad Street and Park Avenue

To The Honorable Mayor and City Council of Fremont, Nebraska

Following is a Schedule of Assessments to the property benefited according to benefits of the cost of the sanitary sewer service to beyond the existing system by the constructing of sanitary sewer mains. This consisted of an 8-in diameter sanitary sewer together with all necessary appurtenances in the alley in Block 25, Northside Addition, Fremont, Dodge County, Nebraska, extending from the centerline of 19th Street to the centerline of 18th Street. The outer boundaries of said Sanitary Sewer District shall include all lots and lands lying east line of said alley a depth of 120.00 feet and lying west of the west line of said alley depth of varying from 109.75 to 116.41 feet, excepting Lot 1, and Lot 10 including all of Lots 2 through 9.

Legal	Owner	Property Address	Assessment
Lot 6 in Block 25 of Northside Addition	Mark L & Becky L Ruwe 26281 County Road 12, Hooper, NE 68031	1812 N Broad Street	$ 9,221.44
Lot 7 in Block 25 of Northside Addition	Amanda M Currier 1816 N Broad Street, Fremont, NE 68025	1816 N Broad Street	$ 9,221.44
Lot 8 in Block 25 of Northside Addition	Stephanie L Freeman 1820 N Broad Street, Fremont, NE 68025	1820 N Broad Street	$ 9,221.44
Lot 9 in Block 25 of Northside Addition	Dan & Nancy Martinez 1842 N Broad Street, Fremont, NE 68025	1842 N Broad Street	$ 9,221.44
Lot 5 in Block 25 and TL 472 of Northside Addition	Alex & Katie Baker 1805 N Park Avenue, Fremont, NE 68025	1805 N Park Avenue	$ 9,221.44
Lot 4 in Block 25 and TL 471 of Northside Addition	Rhonda L Carlson (Anderson) 1815 N Park Avenue, Fremont, NE 68025	1815 N Park Avenue	$ 9,221.44
Lot 3 in Block 25 and TL 470 of Northside Addition	Tasha Strong & Jessica Hill, ETAL Beth L Newhill 1827 N Park Avenue, Fremont, NE 68025	1827 N Park Avenue	$ 9,221.44
Lot 2 in Block 25 and TL 469 of Northside Addition	Suezette M Rief 1839 N Park Avenue, Fremont, NE 68025	1839 N Park Avenue	$ 9,221.44
			$ 73,771.56

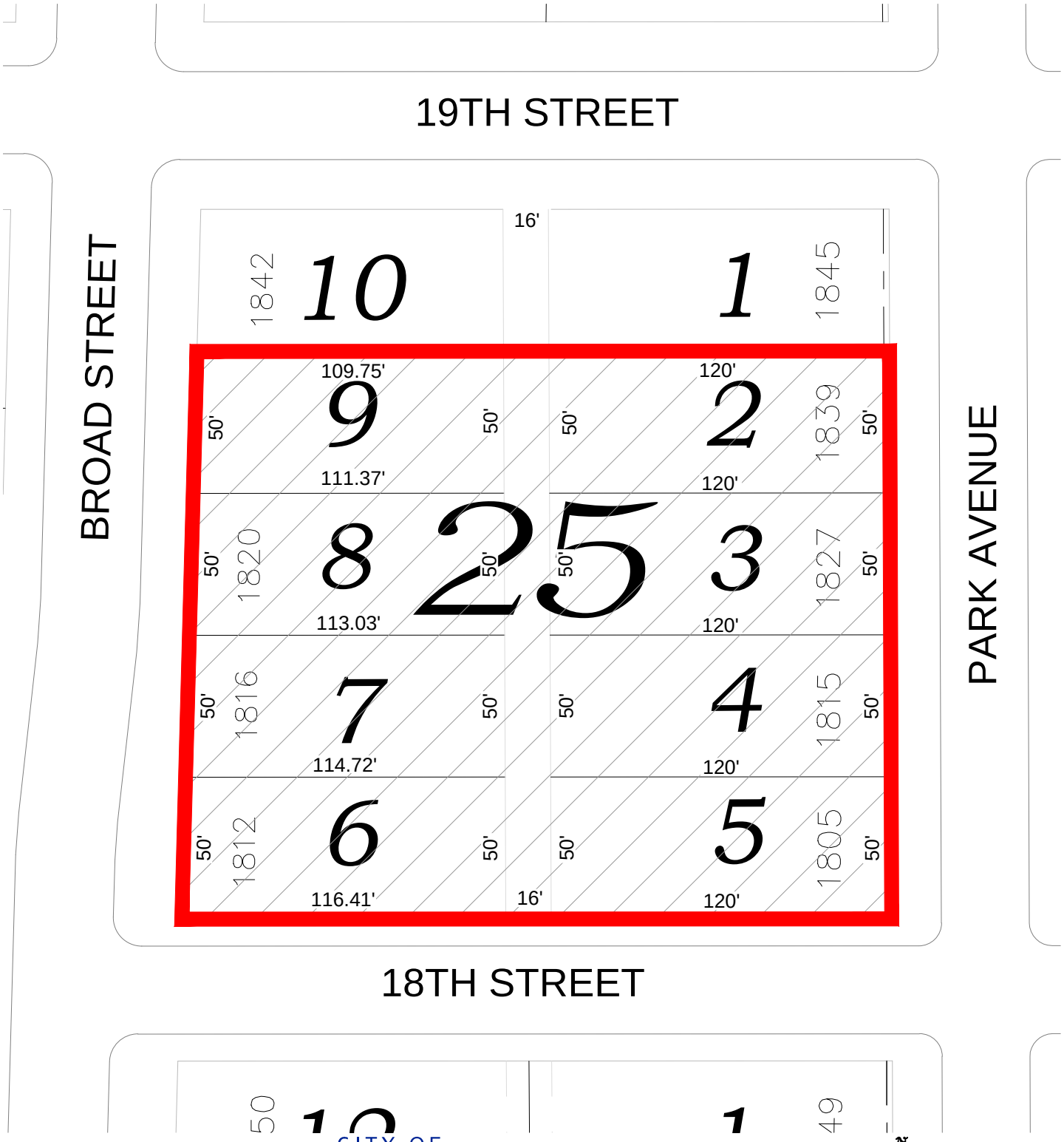
Respectfully,

David Goedeken, P.E.
Director of Public Works

SANITARY SEWER DISTRICT 704-18

NORTHSIDE ADDITION

BLOCK 25



CITY OF FREMONT
NEBRASKA PATHFINDERS
PUBLIC WORKS
ENGINEERING DEPARTMENT

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COMPLETE COST

Alley Sanitary Sewer District No. SD-704-18
18th to 19th between Broad Street and Park Avenue

To the Honorable Mayor and City Council
Fremont, Nebraska

Following is a Complete Cost to the property benefited according to benefits of the cost of the sanitary sewer service to beyond the existing system by the constructing of sanitary sewer mains. This consisted of an 8-in diameter sanitary sewer together with all necessary appurtenances in the alley in Block 25 from 18th to 19th between Broad Street and Park Ave.

PROPERTY COST

Item No.	Description	Units	QTY	Unit Price	Assessable Cost
1	Mobilization	LS	1	$ 275.00	$ 275.00
2	Barricading & Traffic Control	LS	1	$ 133.00	$ 133.00
3	Remove Pavement	SY	347	$ 11.25	$ 3,903.75
4	Remove Sidewalk	SF	77	$ 1.25	$ 96.25
5	Remove Existing 6" VCP Sewer	LF	242	$ 6.00	$ 1,452.00
6	Class B Gravel Bedding	LF	242	$ 2.80	$ 677.60
7	Build Standard Manhole	EA	2	$ 7,543.20	$ 15,086.40
8	Build 8" SDR 26 PVC Sewer	LF	242	$ 59.83	$ 14,478.86
9	Build Service WYE*	EA	8	$ 511.31	$ 4,090.48
10	Reconnect Existing Service	EA	6	$ 316.66	$ 1,899.96
11	Saw Cut	LF	307	$ 2.15	$ 660.05
12	Crushed Rock Surfacing 12"	TN	160	$ 18.00	$ 2,880.00
13	Build 8" P.C. Concrete Pavement	SY	40	$ 56.70	$ 2,268.00
14	Build 7" P.C. Concrete Pavement	SY	324	$ 49.61	$ 16,073.64
15	Build 6" P.C. Concrete Sidewalk	SF	91	$ 3.55	$ 323.05
16	Cleanup and Erosion Control	LS	1	$ 1,655.65	$ 1,655.65

TOTAL PROPERTY COST **$ 65,953.69**

Respectfully,

David Goedeken, P.E.
Director of Public Works

Resolution No. 2020-082

A Resolution of the City Council of the City of Fremont, Nebraska, levying a special tax and assessment upon certain parcels of real estate In Dodge County, Nebraska, to pay the costs in Sanitary Sewer District No. 704-18.

Resolved that all persons desiring a hearing having been heard, the Board having considered recommendations of the Engineer in charge of said improvements and the members of the Council having heretofore personally inspected the improvements and the real estate abutting upon and adjacent thereto.

SECTION I. The Mayor and Council find and determine that the costs of improvement in the following sanitary sewer district in said City are as follows:

SANITARY SEWER DISTRICT NO. 704-18 . . . $73,771.56

The Council has heretofore designated this time and place for considering and levying assessments upon the property especially benefited by said Improvements to pay the cost of constructing the same; that notice of the time and place holding this meeting for said purpose has been duly given as provided by statute by publication In the Fremont Tribune, a legal newspaper, published and of general circulation in this City, for more than ten (10) days before the time designated therein for holding this meeting, said publication made in the issues of said paper published on March 11, 2020 and March 25, 2020; and the Mayor and members of the City Council have each personally inspected said improvements and the real estate abutting on and adjacent thereto; the Mayor and City Council have, at this session, heard all persons who desired to be heard in reference to the valuation of each lot to be charged; and the special benefits or damages thereto by reason of the construction of said improvements and with reference thereto have considered the advice of the Engineer in charge of the construction of said improvements.

SECTION II. The Mayor and Council find and determine that no parcel of land in said sanitary sewer district has been damaged by the construction of said improvements, that the amount of benefits especially accruing to each parcel of land in said areas by reason of construction of said improvements exceeds the amount charged against each parcel of land to pay the cost of said improvements.

SECTION Ill. There is hereby levied and charged upon the parcels of land in said sanitary sewer district, special assessments to pay the cost of constructing said improvements in the amount of dollars and cents set out in the Schedule of Assessments, Exhibit "A" attached hereto.

SECTION IV. That the assessment upon each parcel of land is not in excess of benefits there to especially accruing from the construction of said improvements and the special assessments have been apportioned among the several parcels of land subject to the

assessments in proportion to the special benefits accruing to said lots and parcels of land respectively from such improvements.

SECTION V. Said special assessments shall be a lien of the property of which they are levied from the date of the passage of this resolution and shall be certified by the City Clerk to the Treasurer of this City for collection; the City Clerk shall also at the time provided by law cause such assessments or the portion thereof remaining unpaid to be certified to the County Clerk of this County for the entry upon the proper tax list; said assessments shall be payable to the City Treasurer until so certified to the County Clerk and shall thereafter be collected by the County Treasurer.

SECTION VI. Said assessments are payable in fifteen (15) equal installments of which the first shall become delinquent fifty (50) days after the date of the passage of this resolution and subsequent installments shall become delinquent in one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen and fourteen years respectively from the date of the passage of this resolution; each of said installments, except the first, shall draw interest from the date of the passage of this resolution at the rate of five (5) per centum per annum, payable annually until the same become delinquent and after the same become delinquent, interest at the rate as prescribed by State Statute shall be paid thereof, provided all of said installments may be paid at one time on any lot or parcel of land within fifty (50) days from the date of the levy, without interest.

PASSED AND APPROVED THIS 14TH DAY OF APRIL 2020

_____

Scott Getzschman, Mayor

ATTEST:

_____

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer Dam, Planning Director

DATE: April 14, 2020

SUBJECT: Country Club Estates 6th Addition Subdivision Agreement

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Recommendation: Motion to Approve Country Club Estates 6th Addition Subdivision Agreement

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Background:

Attached is the subdivision agreement for the Country Club Estates 6th Addition final plat.

The agreement stipulates the responsibilities of the Developer and the City for the review, cost of and installation of infrastructure.

This is a standard agreement between the City and developers.

In essence, the agreement states:

- The City shall review and approves public improvement plans that are prepared for by the developer's engineer.
- The developer is required to record any necessary easements.
- The developer is required to receive all necessary permits and approvals from any governmental entity prior to commencing work.
- The City agrees to pay the cost of oversizing any streets and oversizing public improvements.
- The City will construct the electric power system, the developer will pay $750 per single family residence, duplex or townhome.
- The developer will reimburse the City for the cost of public street lighting.
- The developer will construct and pay for the cost of the water distribution system
- The City will construct and pay for the Natural Gas system.
- The developer will construct and pay for the storm sewer and sanitary sewer systems.
- The developer will pay for, construct and install fire hydrants.

Fiscal Impact: The City will bear the costs of oversizing streets, infrastructure, 50% of the cost of street signs and the future maintenance of the public facilities.

COUNTRY CLUB ESTATES 6TH ADDITION
SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT (hereinafter referred to as "Agreement") is made this _____day of _____ 2020, by and between Rawhide Land Partnership (hereinafter referred to as "Developer") and the City of Fremont, a Nebraska municipal corporation (hereinafter referred to as "City").

RECITALS:

Developer owns and intends to develop a parcel of land legally described in the Final Plat Legal Description, attached as Exhibit "A", which area is fully within City's zoning and platting jurisdiction; and

Developer desires to provide for the construction, installation, and location of certain improvements within the "Development Area", as defined in Section 1; and

Developer and City desire to agree on the method of installation and the allocation of expenses for the "Public Improvements", as defined in Section 1; and

City and Developer desire to set forth in this Agreement their respective understandings and agreements with regard to the development of the Development Area.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OF THE PROMISES HEREIN CONTAINED, IT IS MUTUALLY AGREED THAT THE FOLLOWING TERMS SHALL GOVERN:

SECTION 1 DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

A. **"Cost(s)"** of each Private Improvement or Public Improvement shall mean all construction costs, intersection costs, engineering fees, design fees, attorneys' fees, inspection fees, testing expenses, publication costs, financing costs (which shall include interest), and all other related or miscellaneous costs or expenses incurred by Developer and/or City in connection with said Private Improvements or Public Improvements.

B. **"Dedicated Street(s)"** shall mean those public streets, including curbing and turn lanes, to be constructed, modified, or improved within: (1) that portion of the Development Area designated as "dedicated right-of-ways" in Exhibit "A", and (2) any other areas to be dedicated as right-of-ways pursuant to any future replat(s) of the Development Area. This definition shall not be construed to obligate Developer to dedicate any additional public right-of-ways beyond what is explicitly

depicted in Exhibit “A” nor shall it obligate Developer to replat any portion of the Development Area in the future.

C. **“Development Area”** shall mean the real property situated within the area identified or depicted in Exhibit “A” and all dedicated rights-of-way.

D. **“Final Plat”** shall mean the final plan of the Country Club Estates 6th Addition plat, subdivision, or dedication of land prepared for filing or recording, at the Developer’s expense, in accordance with applicable regulations, a copy of which final plat is attached hereto as Exhibit “A“.

E. **“Lead Agency”** shall mean the entity, or entities, responsible for designing, preparing plans for, bidding, installing, or constructing the “Public Improvements”, as defined in this Section, or, alternatively, responsible for engaging a qualified contractor or subcontractor to perform such responsibilities. In the event one entity designs a particular Public Improvement and another entity constructs or installs said Public Improvement, both entities shall be considered Lead Agencies for the purposes of this Agreement.

F. **“Party”**, when capitalized, shall mean City or Developer, individually, and **“Parties”**, when capitalized, shall mean City and Developer, collectively.

G. **“Private Improvement(s)”** shall mean those improvements or betterments required by Developer, or otherwise undertaken by Developer, on, to, or otherwise benefiting the Development Area other than those improvements identified as Public Improvements in Section 1(H).

H. **“Public Improvement(s)”** shall mean:

(1) All installations, modifications, or improvements of Dedicated Streets and improvements constructed and installed within the boundaries of the Development;

(2) All stormwater detention facilities;

(3) All fire hydrants;

(4) All Dedicated Street signage and traffic control signage required by, and meeting the standards of, the “Manual of Uniform Traffic Control Devices” but only if first approved in writing by City’s Public Works Department and only if located at a Dedicated Street intersection or related to the Development Area;

(5) All “Sanitary and Wastewater Sewers” to be constructed and installed within the boundaries of the Development Area or other areas specifically approved by the City. Sanitary and Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes, and related appurtenances, as shown on the plans and drawings in Exhibit “B”;

(6) The “Water Distribution System” to be constructed and installed within the boundaries of the Development Area or other areas specifically approved by the City as shown on the plans and drawings in Exhibit “B”;

(7) All “Storm Sewers” to be constructed within the boundaries of the Development Area or within other areas specifically approved by the City, including all necessary storm sewers, inlets, manholes, lines, pipes, and related appurtenances; as shown on the plans and drawings in Exhibit “B”;

(8) The electrical utility lines, public street lighting, and other devices or facilities to be constructed and installed by the City within the boundaries of the Development Area (the “Electric Power System”). The Electric Power System shall include all electrical utility lines and other devices (defined in Section 4.A.(1) below) so constructed and installed for the benefit of the Development Area.

(9) The natural gas main lines and other devices or facilities to be constructed and installed by the City within the boundaries of the Development Area (the “Natural Gas System”). The Natural Gas System shall include all natural gas main lines and other devices so constructed and installed for the benefit of the Development Area.

SECTION 2 STANDARDS, AUTHORITY, AND DOCUMENTATION

A. Standards for Private Improvements and Public Improvements. In the event that Developer is the Lead Agency for a Public Improvement and for all Private Improvements, Developer shall cause all such Private Improvements and Public Improvements undertaken by Developer, its agents, contractors, or subcontractors to be constructed and installed in accordance with the terms and conditions of this Agreement and all applicable laws.

B. Prior to Commencing Work on the Public Improvements. Prior to commencing any work in connection with any individual Public Improvement for which Developer is the Lead Agency or is responsible to construct, Developer shall first:

(1) Obtain initial approval from City, as applicable, for the specifications and technical terms of any other agreement(s) or plan(s) for, or relating to, the construction or installation of said individual Public Improvement(s) prior to Developer’s execution of any such agreement(s) or plan(s). Once Developer obtains approval from City, as applicable, Developer shall deliver to the City Clerk duly executed copies of any agreement(s) or plan(s) for work required for, or otherwise entered into, in connection with said individual Public Improvement. Such agreement(s) or plan(s) shall include, but not be limited to, any required bonds, insurance certifications, and all plans for said individual Public Improvement(s). Any such agreement(s) or plan(s) shall include details

describing the manner and means of any additional connections required by or for Public Improvement(s), as applicable, prepared by Developer's engineer;

(2) Obtain and file of record any permanent easements reasonably required by City, as applicable, for said individual Public Improvement. Public Improvements which may invoke this requirement may include, but are not limited to, sanitary and wastewater sewer lines, storm sewer, water, electric and natural gas lines, and post-construction stormwater management facilities, including all appurtenances, as reasonably determined by the City Engineer. Said easements shall be prepared by Developer and filed in a form satisfactory to the City. Developer shall provide a copy of such recorded easements to the City Clerk;

(3) Obtain general liability insurance and performance bonds equivalent to the total construction costs for said individual Public Improvement, and provide a copy of such general liability insurance and performance bonds to the City Clerk; and

(4) Obtain final approval from City and other entities, as applicable, for the construction and installation of said individual Public Improvement and obtain all necessary agreements, permits, and approvals related to the same and provide proof of such final approval from such entities other than City, as applicable, to the City Clerk.

C. No Recourse against City. Any contract(s) entered into by Developer for the construction or installation of any Public Improvement(s) shall provide that the contractor or subcontractor constructing or installing said Public Improvement(s) shall have no recourse against City for any Costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the Cost for said Public Improvement(s), construction oversight of said Public Improvement(s), the design or preparation of plans and specifications for said Public Improvement(s), or the construction of said Public Improvement(s).

D. All Necessary Agreements, Permits, and Approvals. Prior to commencing any work within any public right-of-way for any Public Improvement for which Developer is Lead Agency or responsible to construct, excluding sidewalks and trails, Developer shall enter into all necessary right-of-way agreements and obtain all necessary permits and approvals from the requisite governmental entities exercising authority over said right-of-ways. In the event City requests copies of any such agreements, permits, or approvals, Developer shall provide said copies to City in a timely manner.

E. City Review and Approval. Developer shall submit to City all plans, designs, and materials for the Public Improvements for which the Developer is the Lead Agency

or responsible to construct for review prior to the construction of the Public Improvements to ensure the same will meet City's requirements. City may require Developer, at Developer's sole cost and expense, to modify said plans, designs, and materials to ensure compliance with City requirements.

F. As a result of any violation of this Subdivision Agreement, City shall have the authority, after first giving ten (10) days written notice to Developer, to discontinue the issuance of building and/or sewer or water connection permits for the Development Area, until such time as the violations are corrected.

G. No building permits shall be issued until after the substantial completion of all required Public Improvements, or as otherwise authorized by City.

SECTION 3 REPRESENTATIONS AND ACKNOWLEDGEMENTS

A. Developer Representations and Acknowledgments. Developer represents and warrants to City as follows:

(1) Developer is a partnership that is duly authorized to transact business under the laws of the State of Nebraska.

(2) Developer is the owner of record of the Development Area and possesses the rights and authority necessary to make decisions affecting the Development Area.

(3) Developer has full power and authority to enter into, deliver, and perform its obligations under this Agreement and each of the documents related hereto.

(4) Developer has taken all necessary action to authorize Developer's execution, delivery of, and performance under this Agreement, and as such, this Agreement constitutes Developer's valid and binding obligation, enforceable against Developer in accordance with its terms.

(5) Subject to the terms and provisions of this Agreement, specifically including, but not limited to, Section 5(R), Developer agrees to reasonably cooperate with City, as applicable, for the timely and orderly installation of the Public Improvements as required under the terms of this Agreement, or any other agreement with a third party for the construction and installation of a Public Improvement, as applicable, following the execution of this Agreement and submittal of required documents.

(6) Developer shall comply with the terms of this Agreement, and the provisions of any agreement submitted to City pursuant to this Agreement in relation to the Public Improvements, which agreements shall not be assigned without prior written approval from City; provided, however, that Developer shall be permitted to assign/allocate the responsibility to construct public sidewalks in front of a particular platted lot to the homeowner/builder of such lot without

the prior written consent of the City.

(7) Developer shall comply with performance and maintenance securities requirements specified in Subsection 11-315.06.G of the City of Fremont, Nebraska Municipal Code ("Code") and as otherwise required by applicable law. Developer shall cause City to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by Developer, or any other person, (whether or not required by this Agreement) in connection with the construction, installation, or operation of any Public Improvement for which Developer will be the Lead Agency or responsible to construct.

(8) Developer shall ensure that all documents, contracts, and instruments prepared or entered into by or on behalf of Developer, its agents, contractors, or subcontractors pursuant to the terms of this Agreement, shall, in all material respects, be fully authorized, valid, binding, and enforceable in accordance with their terms.

(9) Developer shall cause all delinquent personal property and real estate taxes and assessments levied on the Development Area to be paid prior to City's signature of the Final Plat.

B. City Representations and Acknowledgments. City represents and warrants to Developer as follows:

(1) City agrees to reasonably cooperate with Developer, its agents, contractors, and subcontractors for the timely and orderly installation of the Public Improvements following the execution of this Agreement and submittal of required documents.

(2) City shall pay the Cost for any oversizing of Dedicated Streets (above those sizes listed in Table 11-713.02.01 of the Fremont Unified Development Code) and any oversizing of Public Improvements, if any, approved and authorized by the City.

(3) City represents and warrants that Developer shall have no responsibility for any costs for future improvements to Dedicated Streets so long as the Dedicated Streets are constructed to City specifications. Neither City nor any of its officers, agents, or employees:

i. Is acting as attorney, architect, engineer, or otherwise in the interest or on behalf of Developer in furtherance of this Agreement; or

ii. Owes any duty to Developer or any other person because of any action City or Developer has undertaken, or in the future will undertake in furtherance of this Agreement, including any City

inspection or City approval of any matter related to the same.

iii. Except for damages or claims resulting solely from the negligence or malfeasance of City or any of its officers, agents, or employees, shall be liable to any person as a result of any act undertaken by City or Developer to date, or at any time in the future in furtherance of this Agreement, and except as set forth above in this subsection iii, to the maximum extent permitted by law, Developer hereby waives for itself, its employees, agents, and assigns any such right, remedy, or recourse it may have against City, its officers, agents, or employees, and in no event shall City or any of its officers, agents, or employees be liable for consequential, incidental or indirect damages.

SECTION 4 APPORTIONMENT OF COSTS, CONSTRUCTION OF IMPROVEMENTS AND RESPONSIBILITIES

A. Apportionment of Costs and Construction of Private Improvements and Public Improvements. Developer, at its sole cost and expense, shall be responsible for constructing and privately financing and paying for the Cost of all Private Improvements. The Parties shall be responsible for the construction and Cost of the Public Improvements as follows:

(1) Electric Power System. City shall be responsible to construct and pay the cost, except as provided for herein, of an Electric Power System within the Development Area. The City shall construct, own, operate and maintain all electric distribution lines, including service lines to single-family residences in the Development Area.

Residential: Before City commences construction of an underground Electric Power System, Developer shall pay the City $750 per each single-family residential, duplex, or townhome lot in the Development Area.

Street Lights: The Developer shall reimburse City for the Cost of the public street lighting at the applicable RES1 or DES1 rates ($750 and $2,700) per fixture along all Dedicated Streets per City specifications. Upon completion of the public street lighting, City shall invoice such Cost, and Developer shall pay such invoice within thirty (30) days after City sends such invoice.

(2) Water Distribution System. Developer shall be the Lead Agency and shall be responsible to construct and pay for the Cost of a Water Distribution System and water main system as designed by a licensed engineer up to the Development Area boundaries. This includes the main line up to the property line, in accordance with City specifications (the “Water Distribution System”). The Water Distribution System will be designed to serve all lots within the Development Area and shall be sized as specified

in the plans and drawings in Exhibit “B”. Upon completion of the Water Distribution System and after having passed all necessary chemical and pressure testing requirements, Developer shall, at no cost to the City, transfer by warranty bill of sale, ownership of the Water Distribution System to the City for operation and maintenance.

(3) Natural Gas System. City shall be responsible to construct and pay for the Cost of the construction of a Natural Gas System and individual service lines that serve each platted lot inside the Development Area. The City shall construct, own, operate, and maintain all main gas lines and secondary lines up to each metering point in the Development Area.

(4) Sanitary and Wastewater Sewers and Storm Sewers. Developer shall be the Lead Agency and shall be responsible to construct and pay the Cost of the construction of a sanitary and wastewater sewers and storm sewers designed by a licensed engineer (including main line, tap, and line to edge of City right-of-way) in accordance with City specifications. The sanitary and wastewater sewer system and storm sewers shall be designed to serve all lots within the Development Area and shall be sized as specified in the plans and drawings in Exhibit “B”. Upon completion of the sanitary and wastewater sewer system and storm sewers and after having passed all testing requirements, Developer shall, at no cost to the City, transfer by warranty bill of sale ownership of the sanitary and wastewater system and storm sewers to City for operation and maintenance.

(5) Dedicated Streets and Other Streets. Developer shall be the Lead Agency and shall be responsible to construct all Dedicated Streets within the Development Area, as recommended by a traffic study. Developer shall pay for the Cost of the Dedicated Streets, except City shall reimburse Developer for a portion of the Cost of intersections on the Dedicated Streets as shown on Exhibit “A” upon sixty (60) days after receipt of an invoice for such Cost.

(6) Sidewalks. Developer shall be responsible to cause the construction of the Cost of sidewalks along both sides of all public streets, at no cost to the City. Developer shall cause the provision of dropped curbs for ADA ramps at all intersections with sidewalks within the Development Area at no cost to the City.

(7) Dedicated Street Signage and Traffic Controls. Developer shall be responsible to construct and initially pay the entire Cost of any Dedicated Street signage, traffic control or signals required, if any. Upon completion of the Public Improvements, Developer shall invoice City for its 50% share of such Cost, and City shall pay such invoice within sixty (60) days after City receives such invoice, it being the understanding that the costs of the Public Improvements enumerated in this Subsection (8) shall be equally

divided between the Developer and the City.

(8) Install End of Road Signs / barricades at north end of Jones Drive and Armour Drive that meet MUTCD standards.

(9) Construction Stormwater Management. Developer, its successors, or assigns shall be responsible for stormwater management during construction of Public Improvements per City requirements, as applicable.

(10) Stormwater Detention Facilities. Developer shall be the Lead Agency and shall be responsible to construct and pay for the Cost of stormwater detention facilities, as applicable. The City shall own and maintain all stormwater detention facilities, as applicable.

(11) Fire Hydrants. Pursuant to the Code, Developer shall be the Lead Agency and shall be responsible to construct, install and pay for the construction and installation Costs of fire hydrants for the protection of the Development Area. City requires, the Developer furnish and install Mueller A423 fire hydrants with a direct bury 5 ¼' or vertical shoe riser and control valves. The location of the hydrants must be approved by City.

B. Other Developer Responsibilities.

(1) Review Fee. To cover engineering, legal and other miscellaneous expenses incurred by City in connection with City's review of plans and specifications in connection with the construction of certain Public Improvements, Developer shall pay City a one-time fee of $1,000 prior to City's approval of the plans and specifications for Public Improvements.

(2) Grading. The Developer shall pay for the Cost of all grading of the Development Area, including all right-of-ways per the approved Grading and Drainage Plan shown in Exhibit "B".

(3) Entrance Signs. Developer shall be responsible to construct, install and pay for the Cost of entrance signs or related fixtures and any median landscaping and related fixtures, if any. Plans for such proposed improvements that are to be located in public right-of-ways and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements. Entrance signs shall be owned and maintained by the homeowner's association.

(4) No Wells. Developer shall not design, construct, install, or expand any potable wells or potable well components within the Development Area (except wells for de-watering for construction of Public Improvements) without obtaining City's approval, as required by Code. Furthermore, Developer shall remove all wells and well system components existing within the Development Area

at the time of this Agreement's execution prior to making a connection to the Water Distribution System. Developer shall obtain all requisite approvals from City and the State of Nebraska necessary to comply with this provision.

(5) No Septic Systems. Developer shall remove all septic systems, septic system components, and other onsite sewage retention systems existing within the Development Area at the time of this Agreement's execution prior to making a connection to the Sanitary and Wastewater Sewer. Developer shall obtain all requisite approvals from City and State of Nebraska necessary to comply with this provision.

(6) Subsequent Replatting. In the event Developer wishes to replat any portion of the Development Area, such replat must be approved in accordance with Uniform Development Code ("Code"). If City approves such replat(s), such approval shall be contingent upon, but not limited to, Developer dedicating and filing of record all permanent easements necessary to provide additional access to the subdivided lots. All such easements must meet City's approval prior to dedication.

(7) Easements/Dedicated Right-of-Way. Developer shall be responsible for granting easements and dedicated right-of-ways to the City and memorializing such easements and dedicated right-of-ways on the Final Plat, as contemplated herein. All such instruments shall include a prescription outlining the rights, terms, and maintenance responsibilities of the corresponding easements.

(8) Plat. Developer shall file or record the Final Plat with Dodge County and provide City with three executed paper copies and with a digital file in CAD/GIS format.

(9) Compliance with Laws, Statutes, and Ordinances. Developer, in performing its obligations under this Agreement, shall comply with all applicable federal, state, and local laws. The terms of this provision shall apply equally to Developer and any third party leasing any portion of the Development Area from Developer, and any party working for or on behalf of Developer.

SECTION 5 MISCELLANEOUS

A. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.

B. Agreement Binding. The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the property described in the attached Exhibit "A". Every time the

phrase “successors or assigns”, or similar language, is used throughout this Agreement, it is to be attributed the same meaning as provided in this “Agreement Binding” provision. No special meaning shall be attributed to any instance herein in which the name of a Party is used without the phrase “successors and assigns” following immediately thereafter, unless expressly stated otherwise.

C. Termination of Agreement. This Agreement shall not be terminated except by: (1) written notice of termination by Developer to City, to be effective upon City’s receipt of the notice of termination, but only so long as no construction or installation of any of the Public Improvements or Private Improvements has yet commenced, or (2) written agreement between Developer and City in the event any construction or installation of any of the Public Improvements or Private Improvements has commenced and all such Public Improvements or Private Improvements have been fully completed and paid for pursuant to the terms of this Agreement. In the event the construction or installation of any of the Public Improvements or Private Improvements has commenced, Developer shall be required by City to complete the applicable Public Improvements and Private Improvements to a reasonable point of termination, as determined by City, to ensure the Development Area does not negatively impact public health, safety, and welfare. Notwithstanding the foregoing, City may suspend its performance under this Agreement upon the recurrence of any breach or default upon which City has given a notice to Developer specifying such breach or default (“Notice to Cure”) in the preceding one hundred eighty (180) days. City shall have no obligation to resume performance under this Agreement until such time as Developer has remedied the default specified in the Notice to Cure. Developer’s obligation to complete Public Improvements and Private Improvements that have commenced prior to termination of this Agreement to a reasonable point of termination, as determined by City, shall survive the expiration or termination of this Agreement.

D. Indemnity. Developer agrees to defend, indemnify, and hold City and its respective employees, agents, and assigns (each, a “City Indemnitee”) harmless from and against any and all responsibility, claims, liability, obligation, judgments, actions, loss, damage, or injury of any nature whatsoever arising from any act or omission constituting a breach of duty of the Developer in connection with the Final Plat, this Agreement, Development Area, and development, including payment of reasonable attorney’s fees; provided, that City must notify Developer in writing of the facts or underlying circumstances giving rise to an indemnification claim hereunder within two (2) years of the date that such City Indemnitee first obtains knowledge of such facts or circumstances giving rise to such claim.

E. Assignment. Developer may not assign all or any portion of this Agreement nor delegate any of its obligations hereunder without the express prior written consent of City, which consent shall not be unreasonably withheld; provided, however, that Developer shall be permitted to assign/allocate the responsibility to construct public sidewalks in front of a particular platted lot to the homeowner/builder of

such lot without the prior written consent of the City.

F. No Waiver of Regulations. Nothing herein shall be construed to imply any waiver of any provision of the Code.

G. No Continuing Waivers. A waiver by any Party of any default, breach, or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach, or failure.

H. Severability. In the event that any provision of this Agreement proves to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provisions of this Agreement, thus such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.

I. Governing Law. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law, except to the extent such provisions may be superseded by applicable federal law, in which case the latter shall apply.

J. Forum Selection and Personal Jurisdiction. Any dispute arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the courts located in Dodge County, Nebraska. Accordingly, the Parties agree to exclusive personal jurisdiction in the courts located in Dodge County, Nebraska.

K. Entire Agreement. This Agreement and all exhibits and documents attached or referenced herein, which are hereby incorporated and specifically made a part of this Agreement by this reference, express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between or among any of the Parties, whether individually or collectively, concerning the subject matter hereof.

L. Modification by Agreement. This Agreement may be modified or amended only by a written agreement executed by both Parties. In the event a party to this Agreement or subsequent amendment(s) dissolves, or ceases to exist by some other means, without any valid successors or assigns, said party shall be deemed to be without signing authority and, accordingly, the signature of said party shall not be required in order to validly execute subsequent modifications or amendments to this Agreement. Any modifications or amendments to this Agreement shall conform to the requirements of any applicable laws, rules, regulations, standards, and specifications of any governmental agency with jurisdiction over any such matter included in any modification or amendment of this Agreement without cost to City.

M. Notices, Consents, and Approvals. Unless expressly stated otherwise herein, all payments, notices, statements, demands, requests, consents, approvals,

authorizations, or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

For Developer:	Rawhide Land Partnership 2450 Colorado Ave Fremont, NE 68025
With a Copy to:	
For City:	City Clerk City of Fremont 400 E Military Ave Fremont, NE 68025

Such addresses, names, or titles may be changed from time to time by written notice to the other Party.

N. Related Contract(s) Voidable. No elected official or any officer or employee of City shall have a financial interest, direct or indirect, in any City contract related to this Agreement. Any violation of this section with the knowledge of the person or corporation contracting with City or such elected official, officer, or employee shall render such contracts voidable by the Mayor or City Council.

O. Non-Discrimination. In the performance of this Agreement, the Parties, their agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over any such matter.

P. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define or limit the scope of any section.

Q. Approval of Final Plat. Developer acknowledges that City's approval of the Final Plat, passed and approved by the Fremont City Council on April 14, 2020, by Resolution No. 2020-055 is specifically subject to and conditioned on Developer's execution and compliance with this Agreement.

R. No Obligation to Construct or Operate. It is expressly agreed that nothing contained in this Agreement shall be construed as an obligation, either expressed or implied, incumbent upon Developer to: (1) commence the construction of any Public Improvement (2) commence the operation of a business, or (3) thereafter continuously operate a business on the Development Area. City recognizes and agrees that Developer may, at Developer's sole discretion, elect not to develop

the Development Area or, if developed, cease the operation of its business on the Development Area. If Developer does not develop the Development Area pursuant to this Agreement or ceases operation of the Development Area, City shall have the right to vacate the Final Plat and/or terminate this Agreement pursuant to the termination provisions provided for in this Agreement.

S. Compliance Letter. At any time, and from time to time, Developer may deliver written notice to City requesting that City provide a written Compliance Letter which provides that, to the knowledge of City: (1) this Agreement is in full force and effect and a binding obligation of the Parties, (2) this Agreement has not been amended, or if amended, the resolution number of each amendment, and (3) City has not notified Developer of a violation in relation to this Agreement, or, if a notification of violation has been provided to Developer, a brief description of said notification. The City Administrator, or his or her designee, shall be authorized to execute, on behalf of City, any Compliance Letter requested by Developer, which complies with this Section. City acknowledges that a Compliance Letter may be provided to transferees or successors in interest to Developer or to a mortgagee or beneficiary under a deed of trust holding an interest in the Development Area. City reserves the right to modify or amend any such Compliance Letter issued by City in the event City's knowledge regarding the contents of such letter changes to an extent that the representations contained therein are no longer accurate.

T. Term. The Developer shall install all Public Improvements, that it is responsible to construct, within four (4) years after the signing of this Agreement. The City Engineer may approve any extension of this time period.

U. The developer shall submit a petition for the voluntary annexation of the property prior to the installation of all Public Improvements and within a four (4) years after the signing of this Agreement.

V. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one executed instrument.

(Signatures on following pages.)

ATTEST:

CITY:
City of Fremont, a Nebraska municipal corporation

_____
Tyler Ficken, City Clerk

_____
Scott Getzschman, Mayor

DEVELOPER:
Rawhide Land Partnership

_____
By:

_____
Name:

_____
Title:

STATE OF NEBRASKA) ss.
COUNTY OF DODGE)

Before me, a notary public, in and for said county and state, personally came _____, of Rawhide Land Partnership known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of said corporation.

Witness my hand and Notarial Seal this ____ day of _____, 2020

_____
Notary Public

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Shane Wimer, Assistant City Administrator (City)

DATE: April 14, 2020

SUBJECT: Joint Law Enforcement Center Architect Selection

Recommendation:	Approve Resolution 2020-083 the Selection of Police Facility Design Group as the Architect for the Joint Law Enforcement Center and Mayor to sign contract.

Background: In 1997, the Police Department moved into the vacated Utilities Building that was built in 1966, located at 725 North Park Avenue in Fremont. This has been the home of the Department for the past 23 years.

In 2014, the City of Fremont hired Prochaska and Associates to prepare a detailed needs assessment for a remodel of the building. The report was completed showing multiple deficiencies.

In March of 2015, Prochaska and Associates provided a preliminary document with a Phase 1 Renovation of the existing building or Replacement with a new building. The renovation cost was estimated at $5.1 million. The new green site project was estimated at $5.7 million.

In May of 2017, Prochaska and associates provided a revised Phase 1 Renovation document in which renovation of the current building was now $8.3 million. This did not consider any harboring or moving costs that would be incurred should the police need to move out during the construction phase which was estimated to be 18 months.

In 2017, discussions between City Officials and County Officials began to consider a Joint Law Enforcement Center. Both entities agreed to build together on a City owned green site at 32nd and Yager Road. An agreement was made between the City and County officials that Dodge County would purchase half of the 12 acres, making the County partners with the City in the ownership of the land for a Joint Law Enforcement Center.

In March 2018, Prochaska and Associates provided an assessment for a new Joint Law Enforcement Center for the Police Department, Sheriff's Department and Communications Center. The total cost for the project was $16.6 million. Approximately half of the project is the cost of the Sheriff's Department.

In March of 2019, the Dodge County Official's preliminarily stated that they were not ready to build the Sheriff's portion of the Joint Law Enforcement Center until an undetermined later date and funding was obtained.

In the 2020 budget, the City of Fremont budgeted $1.12 million for the architectural drawings for the Joint Law Enforcement Center. The City of Fremont and Dodge County have moved forward together in the selection process for an architect that would build the Police Department and Communications Center with the intent that Dodge County will build on at a later date.

The team of County and City officials selected Police Facility Design Group to move forward with the project. Police Facility Design Group was the only architectural company that design only law enforcement centers and came in at the lowest bid.

Architect Group	Cost
Police Facility Design Group	$817,291.68
Carlson West Povondra	$997,500.00
Prochaska	$1,218,563.00

Fiscal Impact: Approximately ***$432,146.00*** of the total $817,292.00 is the City's responsibility.

Fee Proposal Police Facility Design Group

Scope	½ Common Area	All Police	Sheriff	½ PSAP	½ Garage	Total
Task No. 1						$0.00
Task No. 2	$70,500.00	$28,200.00	$18,800.00	$8,860.00	$31,900.00	$158,260.00
Task No. 3	$193,875.00	$77,550.00	$51,700.00	$24,365.00	$87,725.00	$435,215.00
SUBTOTAL	$264,375.00	$105,750.00	$70,500.00	$33,225.00	$119,625.00	**$593,475.00**
Task No. 4	$17,625.00	$7,050.00	$4,700.00	$2,215.00	$7,975.00	$39,565.00
Task No. 5	$70,500.00	$28,200.00	$18,800.00	$8,860.00	$31,900.00	$158,260.00
GRAND TOTAL	$352,500.00	$141,000.00	$94,000.00	$44,300.00	$159,500.00	**$791,300.00**

Estimate of Reimbursable Expense **½ $25,992.00**

Total **$817,292.00**

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of April in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Fremont Nebraska
400 East Military Avenue
Fremont, NE 68025
Telephone Number: 402-727-2630

and the Architect:
(Name, legal status, address and other information)

Police Facility Design Group
500 Grand Boulevard Suite 201A
Kansas City Missouri 64106
Telephone Number: 816-298-6700

for the following Project:
(Name, location and detailed description)

Fremont / Dodge Joint Law Enforcement Center
27th & Yager (Approximate location, precise address to be determined)
Fremont, NE 68025

A facility of new construction to, roughly 48,000 – 60,000 square feet, to be built in phases yet to be determined. Facility will accommodate the Fremont Police Department, Dodge County Sheriff, 911/PSAP, and specialty vehicle parking garage.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

A final program will be developed following a review of the initial program and concepts presented in the "New Facility Assessment" completed in March 2018 by Prochaska & Associates. The review will be conducted with input from the Fremont Police, Dodge County Sheriff and PSAP personnel.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

New construction including building and site needs of roughly 48,000 – 60,000 square feet, final size to be determined.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Per the New Facility Assessment with Adjustments:
Total Project Budget $16,631,440
A/E Fees (Tasks 1-5) -$ 791,300

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Reimbursable Expense	-$	25,992
Construction Testing	-$	30,000
Survey & Soils Testing	**-$**	**15,000**
Cost of Work	**$15,769,148**	

§ **1.1.4** The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Mid-April, 2020: Notice to proceed
May 1, 2020: Program document review completion
June 19, 2020: 20% Design Completion (Schematic Design)
July 1, 2020: 50% Design Completion (Design Development)
September 18, 2020: 75% Design Completion (Construction Documents)
October 16, 2020: 95% Design Completion (Construction Documents)
October 30, 2020: 100% Design Completion (Construction Documents, bid ready)

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ **1.1.5** The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ **1.1.6** The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Non-LEED Certified. Architect will incorporate sustainable methodologies that result in energy savings that reflect good long-term value.

§ **1.1.6.1** Sustainable Projects Exhibit, N/A

§ **1.1.7** The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lt. Shane Wimer, Assistant City Administrator
400 East Military Avenue
Fremont, NE 68025
Telephone Number: 402-727-2630

§ **1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

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§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

Refer to Architects Scope

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

James Estes
500 Grand Boulevard Suite 201A
Kansas City Missouri 64106
Telephone Number: 816-298-6700, x302

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Bob D. Campbell & Company
4338 Belleview Ave.
Kansas City, MO 64111
816-531-4144

.2 Mechanical Engineer:

Hoss & Brown Engineers
11205 W. 79th Street, Suite 102
Lenexa, KS 66214
913-362-9090

.3 Electrical Engineer:

Hoss & Brown Engineers
11205 W. 79th Street, Suite 102
Lenexa, KS 66214
913-362-9090

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

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§ **1.1.12** Other Initial Information on which the Agreement is based:

Architect will provide low voltage (security and access control, a/v, etc.), landscape, and furnishings design in house.

§ **1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ **1.3** Protocols governing the transmission and use of Instruments of Service or documentation in digital form. (N/A).

§ **1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ **2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ **2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ **2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ **2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ **2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ **2.5.1** Commercial General Liability with policy limits of not less than one-milliion ($ 1,000,000) for each occurrence and two-million ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ **2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one-million ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ **2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ **2.5.4** Workers' Compensation at statutory limits.

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§ **2.5.5** Employers' Liability with policy limits not less than one-million ($ 1,000,000) each accident, one-million ($ 1,000,000) each employee, and one-million ($ 1,000,000) policy limit.

§ **2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two-million ($ 2,000,000) per claim and two-million ($ 2,000,000) in the aggregate.

§ **2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ **2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ **3.1** The Architect's Basic Services consist of those described in this Article 3 and identified in the Owners RFP dated December 9, 2019, and include usual and customary structural, mechanical, electrical, and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ Task one:
1) Review of existing "Assessment for New Facility on Greenfield Site"
2) Review and Update of Estimated Construction Costs

§ Task two: (Schematic Design Phase)
1) Preliminary site layout and conceptual design
2) Review of Conceptual Design with City Staff
3) Open Meeting with Public to discuss conceptual design
4) Final Conceptual Design using Staff and Public input

§ Task three: (Design Development and Construction Documents Phases)
1) Final Site Layout and Engineering Design
2) Update meetings with staff at 30% and 75% design including brief update on costs.
3) Open meeting with Public at 75% design including brief update on costs.
4) Final meeting with staff at 95% design incorporating staff and public comments
5) Delivery of 3 Full-Size and 1 Digital Copy of 100% Plans

§ Task four: (Bidding Phase)
1) Public Bidding Process including advertisement, contacting potential firms, answering questions, issuing addenda, evaluating bids, recommendation of award to staff and to City Council, and any other tasks needed to publicly bid for construction.
2) Conducting 1 pre-bid meeting with potential Contractors
3) Conducting 1 pre-construction meeting with Staff and selected Contractor

§ Task five: (Construction Administration Phase)
1) Construction Administration Services including construction inspections, testing, recommending change orders, processing pay estimates, resolving disputes with contractors, punch list walk through, providing city with 1 full size and 1 digital copy of as-built drawings, and any other tasks required for construction administration services.

§ **3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
§ **3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

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provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, making adjustments as required to meet updated Owner input. Architect shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

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§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

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.1 facilitating the distribution of Bidding Documents to prospective bidders;
.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals (N/A)

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services. (N/A)

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ 4.1.3 Sustainability Services required in AIA Document E204™–2017, (N/A)

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§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

(Paragraphs deleted)

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction;

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Bi-weekly ( ) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion.

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§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 Owner Supplemental Services, (N/A).

§ 5.7 Sustainable Objective, (N/A).

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

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§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination.

§ 9.7
(Paragraphs deleted)
Termination Fee, (N/A).

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

(Paragraphs deleted)

For Tasks 1-3: Five-hundred-ninety-three-thousand, four-hundred-seventy-five dollars ($593,475), plus reimbursable expenses estimated to be nine-thousand, two-hundred-ninety-four dollars ($9,294) for those Basic Services associated with Tasks 1 – 3 in the Request for Proposal dated December 9, 2019.

For Tasks 4 and 5, (If Scope is engaged): One-hundred-ninety-seven-thousand, eight-hundred-twenty-five dollars ($197,825), plus reimbursable expenses estimated to be sixteen-thousand, six-hundred-ninety-eight dollars ($16,698).

§ 11.2 For the Architect's Supplemental Services designated in Section
(Paragraphs deleted)
4.1.1, (N/A).

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

A fee equal to seven percent (7%) of the value of the construction work, or a stipulated sum based on the service performed, method of fee calculation to be mutually agreeable to both Parties to this Agreement.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus
(Paragraphs deleted)

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ten percent (10%).

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows, based on total compensation for all services, Tasks 1-5:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty	percent (	40	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth
(Paragraphs deleted)
below, (N/A).

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

(Paragraphs deleted)

.3 Permitting and other fees required by authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, and standard form documents;

.5 Postage, handling, and delivery, or the subscription cost of an Electronic Document Exchange service;

.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the
(Paragraphs deleted)
Architect, (N/A).

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification, (N/A

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable

(Paragraphs deleted)

within 45 days of the Architect's invoice.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

The Scope of Work identified as Tasks 4 and 5 in the Owner's RFP and Article 3.1 of this Agreement become part of this Agreement only at the Owner's discretion and require written notification to the Architect to authorize the service and the Architect to proceed. In the event the Owner chooses to engage this service, the Scope adheres to all other conditions of this Agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	James P Estes, President, PFDG
(Printed name, title, and date)	*(Printed name, title, date)*

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RESOLUTION NO. 2020-083

A Resolution of the City Council of the City of Fremont, Nebraska to authorize and approve the Agreement with Police Facility Design Group, for professional architectural services in construction design and administration for the Joint Law Enforcement Center Project.

WHEREAS, A group of City Staff, City Officials and County Officials had a selection process of four architectural groups; and

WHEREAS, City Staff, City Officials and County Officials reviewed the proposals received and recommended that the firm of Police Facility Design Group, be accepted for the Joint Law Enforcement Center Project; and

WHEREAS, Execution of the agreement between the City of Fremont and Police Facility Design Group is contingent upon the Dodge County Board of Supervisor's approval for their portion of the architectural services agreement.

NOW THEREFORE BE IT RESOLVED:
That the Mayor and City Council accept the recommendation of the City and County group and approve the agreement with Police Facility Design Group for the design phase for the Joint Law Enforcement Project in the amount of $432,146.00 of the total contract amount of $817,292.00.

PASSED AND APPROVED THIS 14th DAY OF APRIL, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
Brian Newton, City Administrator

FROM: Jody Sanders, CPA, Director of Finance

DATE: April 14, 2020

SUBJECT: Declaration of Official Intent to reimburse certain expenses from the proceeds of the yet to be issued General Obligation Bonds for the Auditorium Renovation Project

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Recommendation: Move to approve Resolution 2020-080 to declare the City's intent to reimburse expenses from bond proceeds.

Background: In 2018, City Council Resolution (CCR) 2018-2038 authorized the Mayor and City Council to place before qualified electors of the City of Fremont at the Primary Election to be held May 15, 2018 a proposal to issue City of Fremont negotiable bonds in the principal amount of not to exceed $2,000,000 for the purpose of renovation and equipping the City Auditorium on land owned by the City. That proposal did pass during that primary election.

The City also received a grant from the State of Nebraska for $1,125,000 toward the project's final cost. Due to market volatility, the City may not issue these bonds before needing to extend reserves on this project; however, in order to allow the City to reimburse the reserves for a portion of the project from bond proceeds, the Council must declare its intent to do so. Once this declaration is in place, the City can go back 60 days (to February 14), to reimburse for amounts spent after that date.

Please note that the amount in the resolution does not obligate the City to issue General Obligation Bonds, and in fact limits the amount of the future bond issue to $2,000,000.

Fiscal Impact: Approximately $2,000,000 in project costs can be reimbursed from the proposed bond proceeds.

RESOLUTION NO. 2020-080

A RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF FREMONT, NEBRASKA, TO REIMBURSE CERTAIN EXPENSES FROM THE PROCEEDS OF THE CITY'S GENERAL OBLIGATION BONDS ISSUED IN CONNECTION WITH THE RENOVATION OF AND EQUIPMENT FOR THE FREMONT CITY AUDITORIUM.

Section 1. The Mayor and Council of the City of Fremont, Nebraska (the "City") hereby find and determine that the City desires to renovate and equip the Fremont City Auditorium (the "Project"). The Mayor and Council of the City hereby find and determine that it is necessary and appropriate to declare their official intent to issue tax-exempt bonds on behalf of the City as a result of the May 15, 2018 ballot question and in addition, the City's reasonable expectations to reimburse certain expenditures with the proceeds of such bonds as proposed to be issued by the City in connection with the proposed projects as described below.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. It is the intention of the City to issue its General Obligation Bonds in a principal amount of not to exceed $2,000,000 to pay costs of the Project. The Mayor and the Director of Finance of the City (each, an "Authorized Officer") each are hereby authorized to take such actions in furtherance of the issuance of such bonds as may be necessary or appropriate in connection therewith.

2. It is necessary and appropriate to declare an official intent of the City to issue tax-exempt obligations for the purposes described in Section 1 and, in addition, the City's reasonable expectations to reimburse certain expenditures with the proceeds of such tax-exempt obligations as proposed to be issued by the City. This resolution shall stand as a statement of the official intent of the City under Regulation Section 1.150-2 and for such purpose the following information is hereby given:

a. A general functional description of the project for which expenditures may be made and reimbursement from tax-exempt obligations may be had is the renovation and equipping of the Fremont City Auditorium at 9th and Broad Streets in Fremont, Nebraska.

b. The principal amount of tax-exempt obligations expected to be issued by the City for that portion of improvements pertaining to this reimbursement resolution is estimated to be not more than $2,000,000.

3. The terms and conditions upon which the bonds are to be issued for the purposes described in this resolution shall be set out in an authorizing ordinance to be presented at a future meeting of the City Council.

4. The adoption of this resolution shall not in any way be construed as a commitment, contractual or otherwise, on the part of the City to provide any funding related to the Project or to issue any such bonds and the Mayor and Council shall retain full discretion to determine when and whether to issue any such bonds as requested.

5. All resolutions and orders or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption.

Passed and approved this 14th day of April, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

(SEAL)

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: David Goedeken, P.E., Director of Public Works/City Engineer

DATE: April 14, 2020

SUBJECT: Award Construction Contract for Luther Road South Project to Yong Construction.

Recommendation:	Approve Resolution 2020-081 to Award the Contract to Yong Construction, LLC.

Background:

On March 12, 2020 at 2:00 p.m., bids were accepted and opened for the Luther Road South Project. There were seven (7) interested contractors and three (3) bid proposals were received. The Luther Road South project consists of paving an extension of Luther Road from Morningside Road to Samuel Drive. Project includes concrete roadway paving, storm sewer, curb ramps, adjusting utility structures, relocating inlets, sod and erosion control measures. Yong Construction has completed projects in Fremont in the last five years.

Interested Contractors:	Proposal Submitted
Yong Construction, Inc.	$387,867.50
Sawyer Construction	$395,789.00
M.E. Collins Contracting Co., Inc.	$431,188.80

Fiscal Impact:

Yong Construction, LLC. of Valley, Nebraska was the lowest bid amount of $387,867.50 with the funds coming out of the Sales Tax-Street Fund.

CITY OF
FREMONT
NEBRASKA PATHFINDERS

400 East Military Avenue, Fremont, NE 68025-5141

BID TABULATION

PROJECT: Luther Road South; P-181-19

LOCATION: Fremont, Nebraska

BID DATE: Thursday, March 12, 2020

TIME: 2:00 p.m.

BIDDER	BID	Anticipated Start Date	Bond / Certified Check
Yong Construction, Inc	$387,867.50	07/01/2020	☒
Sawyer Construction	$395,789.00	06/15/2020	☒
M.E. Collins	$431,188.80	07/13/2020	☒
			☐
			☐
			☐
			☐
			☐
ENGINEER'S ESTIMATE =	**$435,000.00**		

RESOLUTION NO. 2020-081

A Resolution of the City Council of the City of Fremont, Nebraska accepting and awarding the bid to Yong Construction, Inc. for the construction of the Luther Road South project. The project is located on Luther Road starting at Morningside Road with 405 feet new paved road heading south.

WHEREAS, Sealed bids were publically opened, read and tabulated in the Council Chambers on the 12TH day of March 2020 at the hour of 2:00 pm; and

WHEREAS, The Public Works Director reviewed the bids received and recommended that the bid of Yong Construction, Inc. be accepted as the lowest bidder for the Luther Road South project.

NOW THEREFORE BE IT RESOLVED:
That the Mayor and City Council accept the recommendation of the Public Works Director to approve the award of the Luther Road South project in the amount of $387,867.50 to Yong Construction, Inc.

PASSED AND APPROVED THIS 14TH DAY OF APRIL 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

REPORT

TO: Honorable Mayor and City Council

FROM: Council Representative Mark Jensen
Council Representative Linda McClain
Council Representative Mark Legband

DATE: April 14, 2020

SUBJECT: Proposed changes to **Section 1:** Chapter 2, Article 1, SEC. - 2-108 Meeting; rules of conduct

Recommendation: Approve, waive 1st and 2nd readings and move to final reading of Ordinance _____.

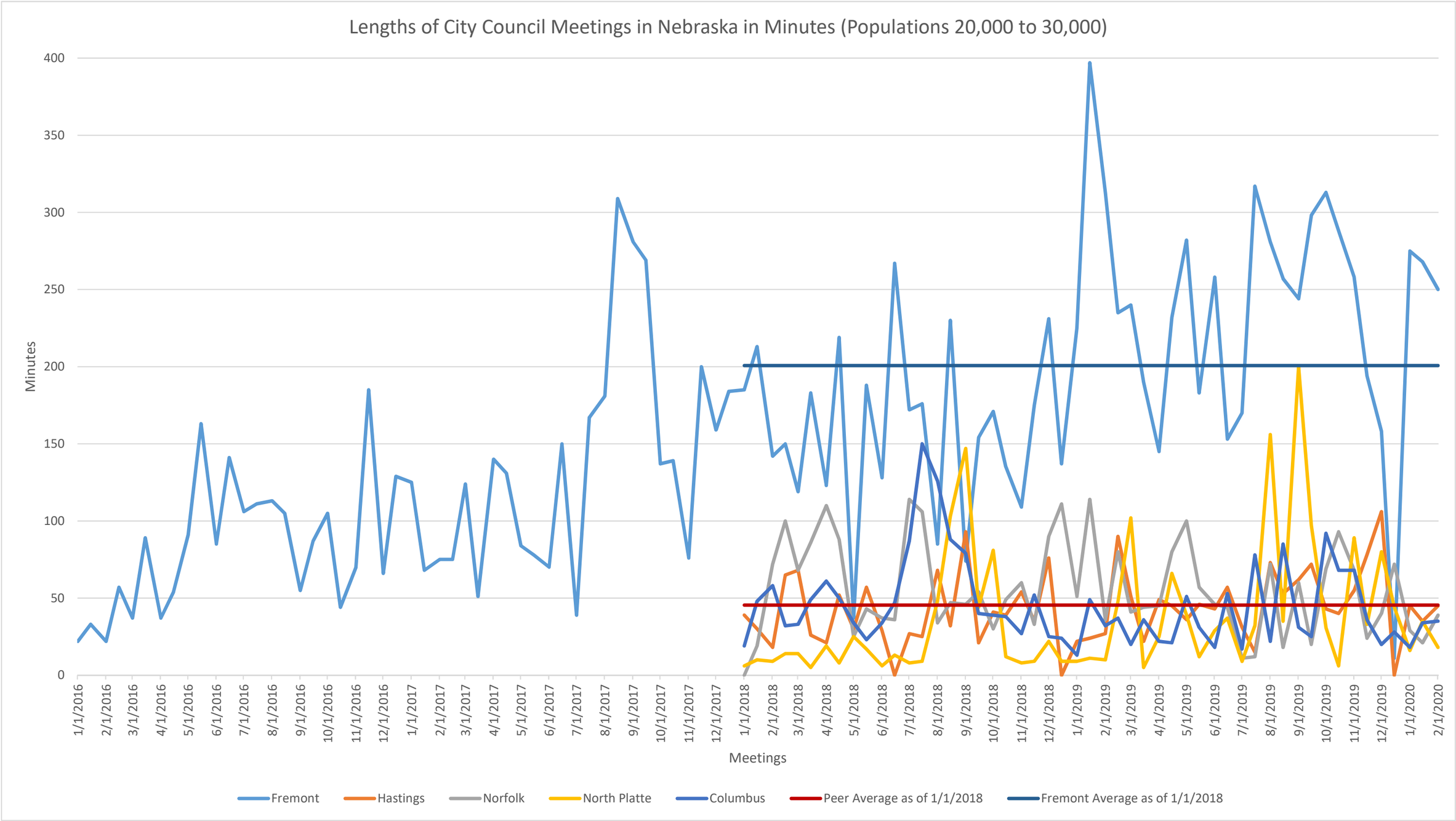
Background:
Over the past year, Fremont City Council meeting have become routinely long and excessively cumbersome. Recently, votes to end at 11:00 to 11:30 pm have caused carryover of items. We have become unable to move forward with the important business of the City in an efficient and timely manner.

A small minority of Council members monopolize large blocks of time without regard for efficiency of the meeting. This situation at times inhibits others on Council from feeling they can participate without extending and slowing down the meetings even further. Citizens of Fremont pay for legal services at these meetings at a cost of $200 an hour. We should be respectful of that fact and work to become more efficient.

The public and interested parties also endure unnecessary hardships in not having their issues or concerns heard in a reasonable and timely manner. Citizens with employment or other time constraints are dissuaded from participating in local government at least in part because of the length of our Council meetings. Late night meetings and held over items are contrary to openness and transparency in government.

This proposal would provide for procedures to conduct our meetings in a more equal, timely and efficient manner. This would benefit all of Fremont.

Fiscal Impact: Possible savings in some legal fees.


Lengths of City Council Meetings in Nebraska in Minutes (Populations 20,000 to 30,000)
Minutes
400
350
300
250
200
150
100
50
0
1/1/2016
2/1/2016
3/1/2016
4/1/2016
5/1/2016
6/1/2016
7/1/2016
8/1/2016
9/1/2016
10/1/2016
11/1/2016
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5/1/2019
6/1/2019
7/1/2019
8/1/2019
9/1/2019
10/1/2019
11/1/2019
12/1/2019
1/1/2020
2/1/2020
Meetings
Fremont
Hastings
Norfolk
North Platte
Columbus
Peer Average as of 1/1/2018
Fremont Average as of 1/1/2018

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 2, ARTICLE 1, SECTION 2-108 OF THE FREMONT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PARTY OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION 1: Chapter 2, Article 1, Sec. 2-108. - Meeting; rules of conduct.

The business and proceedings of the meeting of the Council shall be conducted in accordance with the following rules:

(1) No electronic communication with, among, or between council members and staff or any other person shall be permitted during the Council meeting.
(2) The presiding officer may refer back to any order of business after passing it, if there is no objection from any Council Member.
(3) The presiding officer shall preserve order at all meetings. All questions of order shall be decided by the presiding officer, subject to appeal to the Council. In such appeal, a Council Member shall state briefly what in their opinion the ruling should have been and upon this appeal being seconded, the question of the appeal shall be called by the presiding officer.
(4) When a question is being called by the presiding officer, no Council Member shall leave the Council Chambers.
(5) Upon request of any Council Member, any motion or resolution shall be reduced to writing before being acted upon.
(6) The minutes of the meeting shall show the Council Member who offered or introduced a motion, resolution, or ordinance and the Council Member seconding the same.
(7) The individual votes cast by Council Members upon any question shall be taken and recorded in the minutes.
(8) The Council may reprimand or censure any of its members for improper behavior as Council Members. Any resolution, ordinance, or motion may be withdrawn by its introducer or mover with consent of the Council Member seconding same, before same is voted upon.
(9) Motions to reconsider may only be made by a Council Member who voted with the majority, but such motion to reconsider must be made before the expiration of the third (3rd) regular meeting after the consideration of the same question.
(10) The presiding officer may reasonably limit the time during which any person not a member of the Council may address a Council meeting.
(11) The presiding officer may express their opinion on any subject being discussed or debated by the Council.
(12) When a blank is to be filled and different sums or times are proposed, the question shall be called on the largest sum and longest time first.

(13) When a question is under debate by the Council, no motion shall be made, entertained or seconded, except the following privileged motions: First, the previous question; second, to table; third, to adjourn. Each of the privileged motions shall be decided without any debate.
(14) During general debate or debate on a particular agenda item, no Council Member shall be allowed to speak more than once upon any particular agenda item until every other Council Member desiring to do so shall have spoken. No Council Member shall be allowed to speak more than twice upon any particular agenda item.
(15) During discussion, general debate, or debate on any particular agenda item, each Council Member shall confine his or her remarks to a total of five (5) minutes.
(16) Debate and discussion for any particular agenda item shall not exceed forty (40) minutes. Once forty (40) minutes have elapsed, the particular agenda item shall either be voted upon or continued by Motion of any Council Member.
(17)~~(14)~~ Any rule of the Council may be suspended by a three-fourths (¾) vote of the members present.

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on _____ ___, 2020 and distributed as a City Ordinance.

PASSED AND APPROVED THIS ____ DAY OF_____, 2020:

_____
Scott Getzschman, Mayor

Attest:

_____
Tyler Ficken, City Clerk