**COMMUNITY DEVELOPMENT AGENCY MEETING**
**February 25, 2020 7:00 P.M.**
**City Council Chambers 400 East Military, Fremont NE**

1. Meeting called to order

2. Roll call

3. Resolution 2020-001 forwarding a proposed redevelopment plan amendment (WholeStone Farms Redevelopment Project) to the planning commission for purposes of its review, public hearing and recommendation regarding said plan's conformity with the comprehensive plan (staff report)

4. Adjournment

**BOARD OF EQUALIZATION MEETING**
**February 25, 2020 7:00 P.M.**
**City Council Chambers 400 East Military, Fremont NE**
**AGENDA**

1. Meeting called to order

2. Roll call

3. Hold public hearing and consider complete cost and schedule of Assessments for Business Improvement District #1 (staff report)

4. Resolution 2020-001 levying a special tax and assessment in the amount of $271.95 against Lot 13, Block 4, Northside (owner: Atlantica, LLC) to pay the costs of weed and debris removal and assessment (staff report)

5. Adjournment

**CITY COUNCIL MEETING**
**February 25, 2020**
**City Council Chambers 400 East Military, Fremont NE**
**REGULAR MEETING – 7:00 P.M.**
**PUBLIC COMMENT – 6:30 P.M.**
**AMENDED AGENDA**

**REGULAR MEETING:**

1. Meeting called to order

2. Roll call

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

4. Motion to adopt current agenda for February 25, 2020 Regular Meeting

**BUSINESS FROM PREVIOUS MEETING:**

5. Request to postpone annual report from Library Board (staff report)

6. Resolution 2020-038 to enter agreement with Nebraska State Patrol to subscribe to MACH mobile mapping product (staff report)

7. Motion to approve a subdivision agreement with Mesner Development for the Hidden Brook Subdivision (staff report)

**PUBLIC HEARINGS:**

8. Ordinance 5527 to annex WholeStone Farms property (staff report)

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

9. Motion to approve February 12, 2020 through February 25, 2020 claims and authorize checks to be drawn on the proper accounts (staff report)

10. Receive fiscal year-end financial statements (staff report)

11. Dispense with and approve February 11, 2020 City Council Meeting Minutes, and February 18, 2020 Emergency City Council Meeting Minutes

12. Resolution 2020-041 approving non Class C liquor license renewals (staff report)

13. Resolution 2020-042 authorizing and awarding the bid to R&D Construction for all labor, materials and construction of an awning at the entrance of the Fremont Friendship Center (staff report)

14. Move to approve the recommendation of the Mayor to re-appoint Sheri Kment to the Library Board (staff report)

15. Resolution 2020-043 of the City Council of the City of Fremont, Nebraska, to enter into an Interlocal Agreement with Colfax County Nebraska to join 911 systems in to a co-hosted system (staff report)

16. Resolution 2020-045 to terminate the City's League Association of Risk Management (LARM) Pool membership for liability and non-Utility property insurance coverage (staff report)

17. Resolution 2020-044 to contract for professional services to provide the City assistance in marketing its property and liability coverage for its 2020-2021 renewal (staff report)

18. Resolution 2020-046 consenting to the vacation of a portion of Park Street from Cathy street to Judy Drive, and communicating the same to the Dodge County Board of Supervisors (staff report)

19. Resolution 2020-047 to approve St. Patrick's Church request for the use of and street closures for its 49th Annual St. Patrick's Festival on Sunday, June 7, 2020, from 11:00 A.M. to 7:00 P.M. for their

annual parish festival (staff report)

20. Resolution 2020-048 to authorize signing of the Year-End Certification of the City Street Superintendent for the calendar year of 2019 for State of Nebraska street incentive payments (staff report)

21. Resolution 2020-049 of the City Council of the City of Fremont, Nebraska, to designate Mark Vyhlidal as the Fremont Street Superintendent for the calendar year of 2020 for State of Nebraska street incentive payments (staff report)

22. Mayor Getzschman item – Resolution 2020-054 accepting and awarding the proposal of GovConnection Inc. for add on licenses, VMware maintenance agreement and server infrastructure to lifecycle existing servers (staff report)

**UNFINISHED BUSINESS: requires individual associated action**

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

    a. Council Member Yerger Item – Ordinance 5518 repealing and replacing Chapter 3, Article 7, - Library including Sections 3-701 to 3-707

24. Resolution 2020-050 for Implementation of City Council Policy for Prayer before Council Meetings (report)

25. Ordinance 5521 for a Change of Zone from UR, Urban Residential to SC, Suburban Commercial property generally located on the west side of N. Clarkson St. between the hospital access road and 30th Streets (final reading) (staff report)

26. Ordinance 5523 to amend Section 11-920 of the City of Fremont UDC to amend the definitions of Front Yard, Side Yard, Street Side Yard and Rear Yard (final reading) (staff report)

**NEW BUSINESS: requires individual associated action**

27. Resolution 2020-051 authorizing levying of assessments for Business Improvement District #1 (staff report)

28. Resolution 2020-052 approving a Local Option Economic Development Loan for WholeStone Farms II, LLC, authorizing staff to negotiate a loan agreement, and authorizing the Mayor to sign the appropriate loan transactions (staff report)

29. Resolution 2020-053 of the City Council of the City of Fremont, Nebraska, approving the 2020 City of Fremont One Year-Six Year Street Improvement Plan (staff report)

30. Resolution 2020-040 to accept Itemized Statement of Cost, Complete Cost, Tentative Schedule of Assessments and set date of Board of Equalization for Sanitary Sewer District No. 704-18 (staff report)

31. Council Member Yerger item - receipt, discussion, and consideration of, and/or potential action on, the Library Board's recommendation to the Mayor and Council for filling a vacant Library Board position with Susan Allen (e-mail)

32. Adjournment

Agenda posted at the Municipal Building on February 19, 2020 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on February 19, 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 Publically 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 publically, but have an issue or concern that they believe the Council should be made aware of.

# STAFF REPORT

TO: Honorable Mayor and Members of the CDA

FROM: Brian Newton, City Administrator

DATE: February 25, 2020

SUBJECT: Amend South Fremont Redevelopment Plan, WholeStone Farms Project

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Recommendation: Approve Resolution 2020-001 to forward the proposed Redevelopment Plan to Planning Commission

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**Background:**

The attorney for WholeStone Farms is proposing an amendment to the South Fremont Redevelopment Plan for the WholeStone Farms Project.

The first step in this process is for the CDA to forward the Redevelopment Plan to the Planning Commission for a hearing.

**Fiscal Impact:** None

**EXHIBIT "A" TO PETITION FOR ANNEXATION**
**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.

EXCEPTING THEREFROM THAT PORTION OF PARCEL 2 PREVIOUSLY ANNEXED TO THE CITY OF FREMONT, NEBRASKA AND LEGALLY DESCRIBED AS FOLLOWS:

THAT PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 23, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23;

THENCE S89°51'48"E (ASSUMED BEARING) 40.00 FEET ON THE SOUTH LINE OF SAID SE 1/4 TO THE EAST LINE OF PLATTE AVENUE;

THENCE N00°31'55"E 295.40 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SE 1/4 AND ON THE EAST LINE OF PLATTE AVENUE TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH LINE OF FREMONT CITY LIMITS;

THENCE CONTINUING N00°31'55"E 564.72 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SE 1/4 AND ON THE EAST LINE OF PLATTE AVENUE 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 A 6675.80 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 283.85 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY TO THE SOUTH LINE OF THE FREMONT CITY LIMITS;

THENCE N89°51'48"W 758.51 FEET ON THE SOUTH LINE OF THE FREMONT CITY LIMITS TO THE POINT OF BEGINNING.

CONTAINING 6.492 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

DRAFT JANUARY 24, 2020

# AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE SOUTH FREMONT INDUSTRIAL REDEVELOPMENT AREA IN THE CITY OF FREMONT, NEBRASKA

## (WHOLESTONE FARMS REDEVELOPMENT PROJECT)

The City of Fremont, Nebraska ("City") has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for the South Fremont Industrial Redevelopment Area in the City of Fremont, as amended (the "Redevelopment Plan"). The Redevelopment Plan was prepared by the City in June of 2016 and was approved by the City Council of the City on July 19, 2016, pursuant to Resolution No. 2016-____. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"), the City created the Community Development Agency of the City of Fremont ("CDA"), which has administered the Redevelopment Plan for the City.

The purposes of this Plan Amendment are to: (a) amend the Redevelopment Area described in the Redevelopment Plan to add certain blighted and substandard property, as depicted on the map attached hereto as Exhibit "A" and incorporated herein by this reference (the "Additional Redevelopment Area"), to the Redevelopment Area; and (b) identify the specific projects within the Redevelopment Area that will cause the removal of blight and substandard conditions on the Project Site, as hereinafter defined (the "Project"), and describe the implementation of the Project, which will occur in multiple phases.

## I. GENERAL AMENDMENT

The Additional Redevelopment Area to be added to the South Fremont Industrial Redevelopment Area pursuant to this Plan Amendment was identified in the Blight and Substandard Study prepared by JEO Consulting Group, Inc. in May of 2016, and was declared blighted and substandard by the City Council of the City of Fremont on July 12, 2016 by Resolution No. 2016-_____. However, the Redevelopment Plan for the South Fremont Industrial Redevelopment Area was limited to those areas both: (a) within the Designated Blight and Substandard Area, as defined in the Blight and Substandard Study, and (b) annexed or conditionally annexed into the corporate limits of the City of Fremont.

The Additional Redevelopment Area was annexed by the City of Fremont pursuant to Ordinance No. _____ approved by the City Council of the City of Fremont on March 31, 2020. The Additional Redevelopment Area is adjacent to, contiguous with, and an uninterrupted continuation of the South Fremont

Industrial Redevelopment Area. A map of the Additional Redevelopment Area is attached hereto as Exhibit "A", and a map of the Revised Redevelopment Area, consisting of both the South Fremont Industrial Redevelopment Area and the Additional Redevelopment Area, is attached hereto as Exhibit "B".

This Plan Amendment amends the Redevelopment Plan to redefine the South Fremont Industrial Redevelopment Area as the Revised Redevelopment Area, such that any future reference to the South Fremont Industrial Redevelopment Area shall be deemed to include the property described herein as the Revised Redevelopment Area. The legal description and map of the South Fremont Industrial Redevelopment Area set forth in the Redevelopment Plan are hereby amended and replaced in their entirety such that the South Fremont Industrial Redevelopment Area shall consist of the property set forth on the map attached hereto as Exhibit "B".

## II. PROJECT-SPECIFIC AMENDMENT

The project under consideration consists of the construction of a series of improvements and expansions of the operations to include new food processing facilities, rehabilitation of existing food processing facilities, and associated improvements, all on the site legally described on the attached and incorporated Exhibit "C" (the "Project Site"). The Redeveloper, as hereinafter defined, has already evidenced a commitment to revitalization of the Project Site, with an initial investment of over $31,000,000 in the construction of a $CO_2$ stun facility, additional office and employee wellness facilities, and a carcass cooler (the "Preliminary Improvements"). These Preliminary Improvements, which are outside the scope of the Project, will result in an immediate increase in property taxes to the City and other local taxing jurisdictions. It is anticipated that the Preliminary Improvements will be completed in 2020, and that upon completion, the annual increase in property taxes that will be created by the Preliminary Improvements will be in the realm of $220,000. In addition to the cost of the Preliminary Improvements, the Redeveloper anticipates that it will incur costs of over $80,000,000 for acquisition and installation of equipment as part of the Project. Thus, while the Redeveloper has commenced construction on the Preliminary Improvements, it has determined that construction of the improvements constituting the Project, as hereinafter described, is not economically feasible without the use of tax increment financing for eligible public improvements.

### The Project Site

The Project Site is in need of redevelopment. The CDA has considered whether the redevelopment of the Project Site will conform to the City's general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that the proposed redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight. The blighted condition of the Project Site and the Redevelopment Area has contributed to its inability to attract

business and/or development. In order to support private development, the Project Site and the Redevelopment Area are in need of redevelopment.

The Project Site is home to food processing facilities with over 500,000 square feet of office and manufacturing space. The existing facilities, some of which are over 70 years old, are outdated and in need of significant renovation and rehabilitation. The facilities were operated by Hormel Foods Corporation ("Hormel") until 2018, when Hormel determined that it would discontinue operations at the facilities because a substantial capital investment for renovation and modernization of the facilities would be required for the facilities to remain viable. In particular, construction of a wastewater treatment facility, including a lift station and force main, and installation of public infrastructure will be required to accommodate a double shift, which is necessary to compete in the current food processing market. The remainder of the Project Site is currently vacant and underdeveloped.

The Project Site and the existing facilities will require significant upfront costs, including installation of a wastewater lift station and force main, wastewater lagoon system, and installation of a substation, to support increased production, in order for the existing facilities to remain operational. Further, the portion of the Project Site that is vacant and underdeveloped requires additional upfront costs, such as site preparation and grading, in order to be developed. Due to the upfront costs required to eliminate the blighted and substandard conditions from the Project Site, the Project is not feasible without the use of tax increment financing, which will be used to pay for eligible expenditures under the Act. The redevelopment of the Project Site is anticipated to eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

Legislative Bill 874, which was adopted by the Nebraska Legislature in 2018, permits redevelopers to engage in certain redevelopment activities prior to approval of a redevelopment project, including, for example, preparing materials and applications related to a redevelopment project, acquiring land and performing due diligence, and preparing a site for redevelopment. Although the Redeveloper has undertaken redevelopment activities permitted by Legislative Bill 874 in preparation for redevelopment of the Project Site, the Redeveloper has done so in anticipation of approval of tax increment financing for the proposed Project, and the Project, as designed, would not be feasible and would not occur in the Redevelopment Area but for the availability of tax increment financing for eligible public expenses.

## Description of the Project

WholeStone Farms II, LLC (the "Redeveloper") has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the construction of over 500,000 square feet of new food processing facilities, renovation and rehabilitation of the existing facilities, parking lots, and ancillary improvements on the Project Site and in the Redevelopment Area in a series of up to 9 phases. Implementation of the Project in multiple phases is crucial to the successful development of the Project because it will allow the Redeveloper to maximize the tax

increment financing resources available for critical public improvements in the Redevelopment Area.

**A. The Private Improvements**

The Redeveloper will pay the costs of the private improvements, including the costs of construction of the new facilities and renovation of the existing facilities. A more detailed description of the private improvements constituting the Project is set forth below.

- Phase 1 of the Project will include construction of an approximately 14,000 square foot wastewater pre-treatment plant at a cost of roughly $22,000,000.
- Phase 2 will consist of an approximately 110,000 square foot expansion to the pork fabrication floor, as well as renovation of the existing pork fabrication floor, at an estimated total cost of over $150,000,000.
- Phase 3 is anticipated to include construction of a new approximately 82,000 square foot cold storage facility to hold finished products prior to distribution to customers, which will cost roughly $31,500,000.
- Phase 4 will consist of construction of a new rendering facility at an estimated cost of $32,000,000.
- Phase 5 is anticipated to include construction of a new approximately 23,000 square foot snap chilling cooler at a cost of roughly $28,600,000.
- Phase 6 is anticipated to include renovation and rehabilitation of the existing equilibrium cooler at a cost of around $14,600,000.
- Phase 7 will include expansion of existing office facilities, which is estimated to cost around $2,200,000.
- Phase 8 will consist of construction of a new approximately 33,000 square foot livestock barn at a cost of roughly $6,500,000.
- Phase 9 will include the expansion of the cold storage facilities by approximately 40,000 square feet at a cost of around $12,600,000.

The proposed site plan for the Project is attached hereto as Exhibit "D" (the "Site Plan"). The Site Plan is conceptual in nature and is subject to revision, but it presents the vision and intended character for the Project. The Project retains the flexibility to change the size and sequence of the individual phases of the development based on market forces and the operational needs of the Redeveloper. Further, one or more phases of the Project may be consolidated and governed by a single Redevelopment Agreement depending on the Redeveloper's construction schedule.

**B. The Public Improvements**

As part of the Project, the CDA shall capture available tax increment revenues generated by the redevelopment of the individual phases of the Project to reimburse the Redeveloper or assist in payment for the public improvements in the Redevelopment Area listed as eligible expenditures under the Act and more fully described in the Redevelopment Agreements for the Project. Such public

improvements may include, but are not limited to, the following:

(i) *Force Main*. The Project will require installation of a force main to transfer waste to a wastewater lagoon at a cost of approximately $780,000.

(ii) *Wastewater Lagoon System*. The Project will require construction of a wastewater lagoon on the Project Site or within the Redevelopment Area at a cost of roughly $5,000,000.

(iii) *Double-Shift Wastewater Lagoon*. In order for the Project to accommodate a double-shift, the Project will require construction of an additional wastewater lagoon on the Project Site or within the Redevelopment Area at an estimated cost of $9,500,000.

(iv) *Substation*. The Project will require construction of an electrical substation at a cost of around $5,400,000.

(v) *Additional Public Improvements*. Additional public improvements may include, but are not limited to, site acquisition, site preparation and grading, architectural and engineering fees, installation of additional public utilities, installation of streets and sidewalks, construction of a wastewater lift station, landscaping, façade enhancements, energy enhancements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act.

The specific public improvements for which the available tax increment revenues generated by the Project will be used will be described in more detail in each Redevelopment Agreement. The redevelopment of the Project Site pursuant to this Plan Amendment will eliminate the blight and substandard conditions on the Project Site and further the purposes of the Act in conformity with the South Fremont Industrial Redevelopment Plan. In addition, the eligible public improvements that are a part of the Project will facilitate the further development of the South Fremont Industrial Redevelopment Area and surrounding areas.

**Implementation of the Project**

The Redeveloper intends to complete the Project in multiple phases over a period of years. In order to do so, the CDA and the Redeveloper acknowledge and agree that the Project Site may be subdivided and rezoned incrementally in connection with each phase of the Project. The private improvements and the public improvements to be constructed by the Redeveloper as a part of each phase will be more particularly described Redevelopment Agreements for one or more phases of the Project between the CDA and the Redeveloper.

The implementation of each phase will mirror the Redeveloper's anticipated

construction schedule. Each phase may support separate tax increment financing indebtedness for such phase. Further, the "Effective Date" for the division of the ad valorem taxes generated by each phase of the Project will be determined for each phase by its construction schedule and completion date in order to preserve the tax increment financing resources available for the public improvements to be constructed as part of the Project.

The implementation of the Project in multiple phases is crucial to the successful development of the Project, as it will allow the Redeveloper to incrementally increase its production capacity, while continuing to operate during the transition period. Further, the implementation of the Project in multiple phases will allow the Redeveloper to adapt subsequent phases of the Project to the needs of its growing business. For this reason, the Project, including (i) the quantity and type of food processing facilities, (ii) the size of each facility, and (iii) the schedule for implementation of each phase of the Project, is subject to adjustment. The CDA acknowledges that any adjustments to the private improvements, the public improvements, or the timing of construction of each phase of the Project shall be a minor modification to the Redevelopment Plan and this Redevelopment Plan Amendment.

Further, completion of the Project in multiple phases will allow the Redeveloper to optimize the tax increment financing resources available for public improvements in the Redevelopment Area. Due to the scope of the Project and the public improvements to be constructed, the CDA acknowledges that the Redeveloper would not undertake Phase 1 of the Project or any subsequent phase, without the benefit of tax increment financing with respect to each phase of the Project.

**Statutory Elements**

As described above, the Project envisions the capture of the incremental taxes created by each phase of the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. Attached as Exhibit "E" and incorporated herein by this reference is a consideration of the statutory elements under the Nebraska Community Development Law.

**Cost-Benefit Analysis**

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for each phase of the Project is attached hereto as Exhibit "F" and shall be approved as part of this Plan Amendment. The estimated costs of the Project, the estimated TIF proceeds, and the proposed method of financing the project are set forth in the Cost-Benefit Analysis. If the plan for redevelopment is adjusted or the phasing schedule is modified, the Redeveloper shall include any adjustments to the Cost-Benefit Analysis within any minor modification of the Redevelopment Plan.

**EXHIBIT "A"**
**Additional Redevelopment Area**

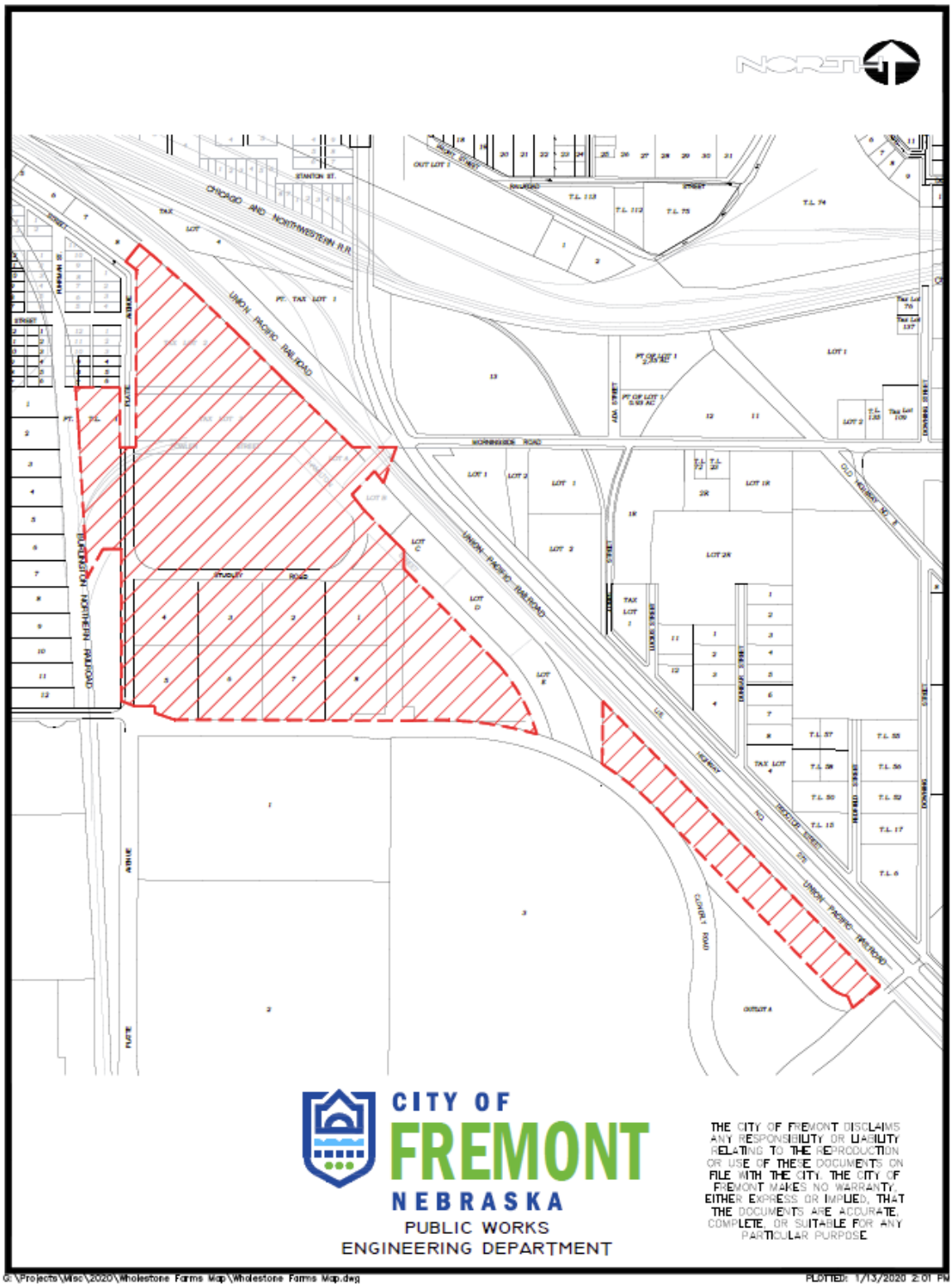
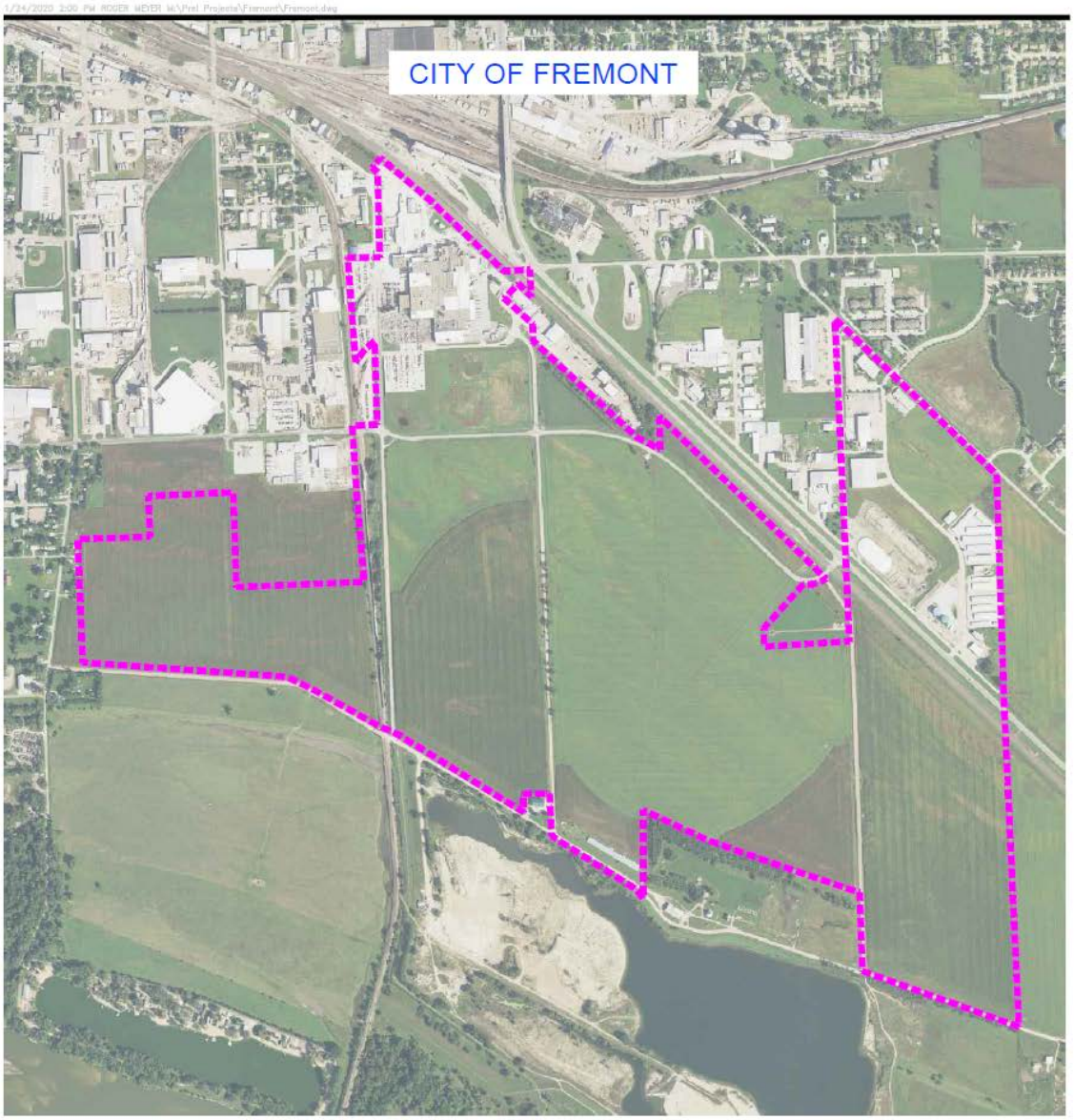


**EXHIBIT "B"**
**Revised Redevelopment Area**




Legend

Redevelopment Area

N

0' 600' 1200'

TD2

Job Number: XXXX-XXX

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com

Date: 01-23-2020
Drawn By: RTM
Reviewed By: JDW
Revision Date: ..

City of Fremont

Redevelopment Area Exhibit

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**EXHIBIT "C"**
**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.

**EXHIBIT "D"**
**Site Plan**

N

**EXHIBIT "E"**
**Statutory Elements**

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. The Redeveloper owns the Project Site.

B. Population Density

The proposed development at the Project Site includes the construction of industrial facilities, which will not affect population density in the project area.

C. Land Coverage

The Project will consist of construction of over 500,000 square feet of manufacturing and office space, and renovation of the existing facilities on the Project Site. The Project Site, which will be subdivided as part of the phased implementation of the Project, consists of over 68 acres. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Fremont.

D. Traffic Flow, Street Layouts, and Street Grades

Access to the Project Site is currently available via South Platte Avenue to the West and Yager Road to the East. Additionally, access to from the Project Site to Old U.S. Highway 275 is available via East Cloverly Road located immediately South of the Project Site. While the Project is anticipated to increase traffic flow to and from the Project Site as a result of the increase in production and employment on the Project Site, the adjacent public rights-of-way should be adequate to accommodate the increase in traffic flow. Further, the implementation of the Project in phases is anticipated to eliminate any potential adverse impacts with respect to traffic flow, street layouts, and street grades that might result from the Project.

E. Parking

The Project will include construction of surface parking lots to serve the additional food processing facilities constructed that will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the General Industrial zoning district. Redeveloper will be responsible for obtaining any zoning, building code, or ordinance changes that are necessary for the Project.

**EXHIBIT "F"**
**Cost-Benefit Analysis**

**COMMUNITY DEVELOPMENT AGENCY**
**CITY OF FREMONT, NEBRASKA**
**WHOLESTONE FARMS REDEVELOPMENT PROJECT**
**COST-BENEFIT ANALYSIS**
**(Pursuant to Neb. Rev. Stat. § 18-2113)**

The WholeStone Farms Redevelopment Project (the "Project") will consist of construction of food processing facilities and the renovation and rehabilitation of existing food processing facilities on the Project Site in up to 9 phases. The private improvements and the public improvements to be constructed as part of the Project are subject to adjustment, however, for purposes of this cost-benefit analysis, it is assumed that the Project will consist of construction of a wastewater treatment plant, expansion and renovation of the pork fabrication floor, construction of a cold storage facility, renovation of the existing rendering facility and construction of a rendering shell, construction of a snap cooler and an equilibrium cooler, renovation and rehabilitation of existing office space, and construction of a livestock barn, as more particularly described on Exhibit "D-1". The cost-benefit analysis for the Project, which will utilize funds authorized by Neb. Rev. Stat. § 18-2147, can be summarized as follows:

**1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:**

| | | |
|---|---|---|
| a. | Estimated Base Project Area Valuation: | $29,981,000 |
| b. | Estimated Completed Project Assessed Valuation: | $147,054,000 |
| c. | Estimated Tax Increment Base (b. minus a.): | $117,073,000 |
| d. | Estimated Annual Projected Tax Shift: | $2,440,000 |

*Notes:*

1. *The Estimated Annual Projected Tax shift is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The estimated tax levy for this analysis is 2.084558, which is the 2019 Dodge County tax levy, and is subject to change.*

2. *The Estimated Completed Project Assessed Valuation is the estimated completed assessed value of all of the private improvements that the redeveloper anticipates will be constructed as part of the Project. The Project will be completed in multiple phases, and each phase may have a different effective date for the division of the ad valorem tax. As a result, the Estimated Annual Projected Tax Shift will vary during the Project.*

**2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:**

a. Public infrastructure improvements and impacts:

The Redeveloper anticipates expenditures in excess of $300,000,000 for the acquisition, renovation, rehabilitation, construction and installation of a food processing plant and related improvements including equipment. It is proposed that approximately $24,118,000 of these expenditures will be financed with the proceeds of tax increment financing indebtedness, with the remaining balance to be paid by the Redeveloper. The sources and uses of the TIF indebtedness will be more particularly set forth in the Redevelopment Agreements for this Project. It is anticipated that eligible uses of the TIF indebtedness may include the following: site acquisition, site preparation, architectural and engineering fees, public utility extension and installation, installation of streets and sidewalks, installation of a wastewater lift station and force main, landscaping, façade enhancements, energy efficiency enhancements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare. All expenditures financed by tax increment financing indebtedness shall be eligible in accordance with the requirements of the Nebraska Community Development Law. It is not anticipated that the Project will have a material adverse impact on existing public infrastructure. The Project will require substantial infrastructure improvements to the electric and wastewater facilities serving the Project Site, which will materially benefit and serve the newly annexed Project Site, as well as other property in and around the City.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. The Redeveloper has already evidenced a commitment to revitalization of the Project Site with an initial investment of over $31,000,000 in the construction of a $CO_2$ stun facility, additional office and employee wellness facilities, and a carcass cooler (the "Preliminary Improvements"). The Preliminary Improvements, which are outside the scope of the Project, will result in an immediate increase in property taxes to the City and other local taxing jurisdictions. It is anticipated that the Preliminary Improvements will be completed in 2020, and that upon completion, the annual increase in property taxes that will be created by the Preliminary Improvements will be in the realm of $220,000. Further, as part of the Project, the Redeveloper anticipates expenditures of over $80,000,000 for equipment required to operate the food processing facility, which will be on the property tax rolls upon its acquisition and installation.

While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create a long term benefit and substantial increase in property taxes to the City and other local taxing jurisdictions. Since the majority of the Project Site was not, until recently, within the corporate limits of the City, the City has not historically relied on tax revenue from the Project Site, and the City would be unlikely to realize additional ad valorem taxes in the near future without the Project because the Project Site is unlikely to be redeveloped without the utility and infrastructure improvements being constructed as part of the Project.

**3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:**

It is anticipated that the Project will have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the redevelopment project because the Project includes the construction of utilities and infrastructure that are anticipated to attract additional redevelopers to the area of the Project. Further, the Project will likely require products and services from firms located within the boundaries of the area of the redevelopment project, such as janitorial services, office and hardware supplies, and similar services.

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Redeveloper anticipates that the Project will create around 800 jobs when the Project is fully constructed and operational. However, because the Project will be constructed in phases and the jobs may be filled over a period of years, the Project is not anticipated to have a negative impact on other existing employers.

**4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:**

The Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project involves the installation of utilities and infrastructure to newly annexed areas of the City. The use of tax increment financing will reduce the costs of these and other public improvements which would otherwise be paid through tax revenue or special assessments that would burden adjacent property owners. The Project should also act as a catalyst for further redevelopment in the South Fremont Industrial Redevelopment Area. Lastly, the Project should increase the need for products and services from existing businesses outside the boundaries of the redevelopment project as well.

The Project is not anticipated to impose a burden or have a negative impact on other local area employers. As stated above, the Project, when constructed and fully operational, should create around 800 jobs, which will be filled over time, reducing any stress on existing employers.

**5. Impacts on the student populations of school districts within the City:**

The Project involves the construction of food processing facilities, and the renovation and rehabilitation of existing food processing facilities on the Project Site. It is not expected to have an impact on student populations of school districts within the City of Fremont because the Project does not include the construction of any dwelling units.

**6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:**

Upon completion of every phase of the Project, the Project is anticipated to create around 800 jobs on the Project Site. When secondary employment effects in other employment sectors are added, the total employment effects are expected to be even higher.

The public improvements that will be constructed in the redevelopment area in connection with the Project are anticipated to act as a catalyst, attracting additional development to the South Fremont Industrial Redevelopment Area that may generate additional ad valorem property taxes. Further, the Redeveloper's preliminary investment in offices and manufacturing facilities, which are outside the scope of the Project, and the acquisition and installation of personal property at a cost of over $80,000,000 as part of the Project, will generate substantial immediate tax growth for the City of Fremont.

There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

**7. Cost Benefit Analysis Conclusion:**

Based upon the findings presented in this cost benefit analysis, the benefits outweigh the costs of the proposed Project.

Approved by the Community Development Agency, City of Fremont this ____ day of _____, 2020.

_____
_____, Chairman

_____
_____, Secretary

**EXHIBIT F-1**

**PROJECT INFORMATION**

The Project will be undertaken on the real estate legally described on Exhibit F-2 attached hereto and incorporated herein by this reference (the "Project Site"). The Project shall consist of the following Private Improvements and Public Improvements:

(a) **Private Improvements.** The private improvements anticipated to be constructed as part of the Project include a wastewater treatment plant, expansion and renovation of the pork fabrication floor, construction of a cold storage facility, renovation of the existing rendering facility and construction of a rendering shell, construction of a snap cooler and an equilibrium cooler, renovation and rehabilitation of existing office space, and construction of a livestock barn, surface parking lots and associated improvements on the Project Site. However, the private improvements, including (i) the quantity and type of facilities, (ii) the size of each of the facility, and (iii) the schedule for implementation of each phase of the Project, are subject to adjustment, as more fully described in the Redevelopment Plan Amendment.

(b) **Public Improvements.** Land acquisition, extension of public utilities, site preparation, installation of streets and sidewalks, installation of a wastewater lift station and force main, landscaping, façade enhancements, energy efficiency enhancements, and other eligible public expenditures under the Act as determined in the Redevelopment Agreements; paid for, in part, by the tax increment generated by the private improvements.

**EXHIBIT F-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

4812-0203-4609, v. 4

**RESOLUTION NO. 2020-001**

**RESOLUTION FORWARDING A PROPOSED REDEVELOPMENT PLAN FOR THE CITY OF FREMONT, NEBRASKA, TO THE PLANNING COMMISSION OF THE CITY OF FREMONT FOR PURPOSES OF ITS REVIEW, PUBLIC HEARING AND RECOMMENDATION REGARDING SAID PLAN'S CONFORMITY WITH THE COMPREHENSIVE PLAN OF THE CITY OF FREMONT**

**BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRSAKA:**

**Whereas:** The Chairperson and Board of the Community Development Agency of Fremont, Nebraska have declared the redevelopment area legally described on **Exhibit A** attached hereto (the **"Redevelopment Project Area"**) to be blighted and substandard and in need of redevelopment; and

**Whereas:** The South Fremont Redevelopment Plan was approved by the Fremont City Council; and

**Whereas:** An amendment to the South Fremont Redevelopment Plan for the WholeStone Farms Redevelopment Project has been prepared and submitted to the Agency by the WholeStone Farms, in the form attached hereto as **Exhibit B**, for the purpose of redeveloping the Redevelopment Project Area; and

**NOW, THEREFORE BE IT RESOLVED,** the Community Development Agency of the City of Fremont hereby refers the Redevelopment Plan, attached hereto as **Exhibit B** to the Planning Commission of the City for its review, public hearing and recommendations as to the Redevelopment Plan's conformity to the general plan for the development of the City as a whole.

PASSED AND APPROVED THIS 25th DAY OF FEBRUARY, 2020

.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA.

BY: _____
Scott Getzschman, Chairperson

ATTEST:_____
Tyler Ficken, Secretary

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: February 25, 2020

SUBJECT: Business Improvement District #1 Assessment

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Recommendation: Hold public hearing and consider schedule of assessments for Business Improvement District #1.

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**Background:** The City Council approved Ordinance 5388 on November 8, 2016 which created Business Improvement District #1. The District was created to generate funding for the following activities within the District: Retention and Recruitment, Downtown Beautification, Implementation and Maintenance, and Promotion and Marketing. The District is authorized to raise $48,195.62 per year for five years.

Property owners were notified of the assessment in January 2020 with letters. City staff provided exemption application forms which were completed by the landowners, and returned to the office of the City Clerk. It is necessary for the City Council, sittings as a Board of Equalization to consider the proposed assessments and requests for exemption.

> *10-710 METHOD OF ASSESSMENT*
> *The proposed district shall receive funding from special assessments based upon the special benefits to the real property as fairly and equitably assessed by the City Council. The assessments shall be levied as a percentage of assessed valuation of taxable real property within the District. Based upon the recommendation of the Downtown Improvement District Board, properties that are owner occupied residential, tenant occupied single family residential, and properties exempt from ad valorem taxes will not be subject to special assessments for this district. Property owned by the Federal Government, the State of Nebraska and political subdivisions thereof shall not be subject to special assessments for this District. For mixed use properties that combine owner-occupied residential and other uses, the property owner may submit evidence supporting a pro-rated split of the assessed value (between owner-occupied residential and other uses) for the City Council to consider when sitting as the Board of Equalization.*

**<u>UDC Definitions:</u>**

**Multifamily Dwelling**. A building or portion thereof arranged, intended, or designed to be occupied by three or more families living independently of each other in which they may or may not share common entrances and/or other spaces. Individual dwelling units may be owned as condominiums, or offered for rent.

**Single-Family Attached Dwelling**. Two or more dwelling units, each of which is owned in fee and located on individual lots but joined along a common lot line, each of which is also totally separated from the other by a fire-resistance-rated wall assembly extending from ground to roof.

**Single-Family Detached Dwelling**. A dwelling unit owned in fee and located on an individual lot which is not attached to any other dwelling unit by any means.

**Requests for Single Family Exemption**

| | | |
|---|---|---|
| 270004739 | MELISSA R KREIKEMEIER | 348 E 1ST |
| 270004242 | FOX, ROGER D & SUSAN M TRUSTEES ROGER & SUSAN LIVING TRUST | 319 E 3RD |
| 270004095 | BOB PROPERTIES LLC | 319 E 4TH |
| 270003570 | NICHOLAS M INGERSOLL | 302 W 4TH |
| 270003500 | MAHRT, DONALD J & CONNIE R | 323 W 5TH |
| 270002072 | SCOTT, ALCYONE | 740 N D |
| 270002058 | SWEENEY, DANIEL K | 331 E 8TH |
| 270001953 | PARDE, H LESTER & ROSALYN A | 730 N H |
| 270004326 | DAHL, STEVEN C & LORI A | 231 E 3RD |
| 270003381 | MAIN, KEVIN J & LESLIE L | 405 - 413 N MAIN |
| 270133238 | PADEN, ISAAC A & JENNY R | 141 E MILITARY |
| 270001589 | SAEGER, PETER & VICKIE | 250 W 8TH |
| 270004263 | KAIROS PROPERTIES LLC | 230 N D |
| 270004249 | MURRAY PROPERTY MANAGEMENT LLC | 325 E 3RD |
| 270004102 | JONES NATL BANK & TRUST | 315 E 4TH |
| 270002268 | JELKIN, JOEL L & JANET M | 124 E 6TH |
| 270002079 | WINNETOON LLC | 309 - 311 E 8TH |
| 270001946 | CUSICK, RICHARD E (III | 249 W 8TH |

**Requests for Mixed Use Exemption**

| | | |
|---|---|---|
| 270002233 | MARVIN, LAWRENCE D | 635 N MAIN |
| 270003983 | MAIN, KEVIN J & LESLIE L SHAFFER- | 338 N MAIN |
| 270003094 | CHRISTENSEN GROUP LLC | 502 N MAIN |
| 270002086 | % NEPHROLOGY CARE LLC | 310 E MILITARY |
| 270003990 | MAIN, KEVIN J & LESLIE L SHAFFER- | 330 N MAIN |

**Other Exemption Requests**

| | | |
|---|---|---|
| 270137142 | % METRO PLAINS | 734 N PARK |
| 270004732 | KNIPPLE, JOHN J (& VICKI M LONG | 340 E 1ST |

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>MELISSA R KREIKEMEIER |
| Exempt Property Address:<br>348 E 1ST, FREMONT, NE 68025 |
| Parcel ID #<br>270004739 |
| Owner Mailing Address:<br>1314 JONES DR, FREMONT, NE 68025-0000 USA |
| Telephone Number: 402 719 1677 |

**Select Only One**

☒ ☐

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Melissa Kreikemeier
Signature of Applicant

01-19-2020
Date

Melissa Kreikemeier
Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270004739 |
| **Computer ID:** | 1-2-1522- |
| **Deed Holder:** | NMK PROPERTIES LLC |
| **Property Address:** | 348 E 1ST ST<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | MELISSA R KREIKEMEIER<br>1314 JONES DR<br><br>FREMONT, NE 68025-0000 USA |
| **Status:** | IMPROVED |
| **Use:** | SINGLE FAMILY |
| **Zoning:** | SINGLE FAMILY |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | 00301 NBHD |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT LOT 8 BLK 205 & TL 415<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270004739 Photo

1 / 1

Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |

| | |
|---|---|
| TIF | NONE |
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $17,052 | $77,873 | $0 | $94,925 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $94,925 | $0 | $94,925 | 2.047225 | $1,943.38 | $0.00 | $0.00 | $98.86 | $1,844.52 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $17,052 | $77,873 | $0 | $94,925 |
| 2018 | $16,240 | $74,165 | $0 | $90,405 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 9,240 | 0.210 |

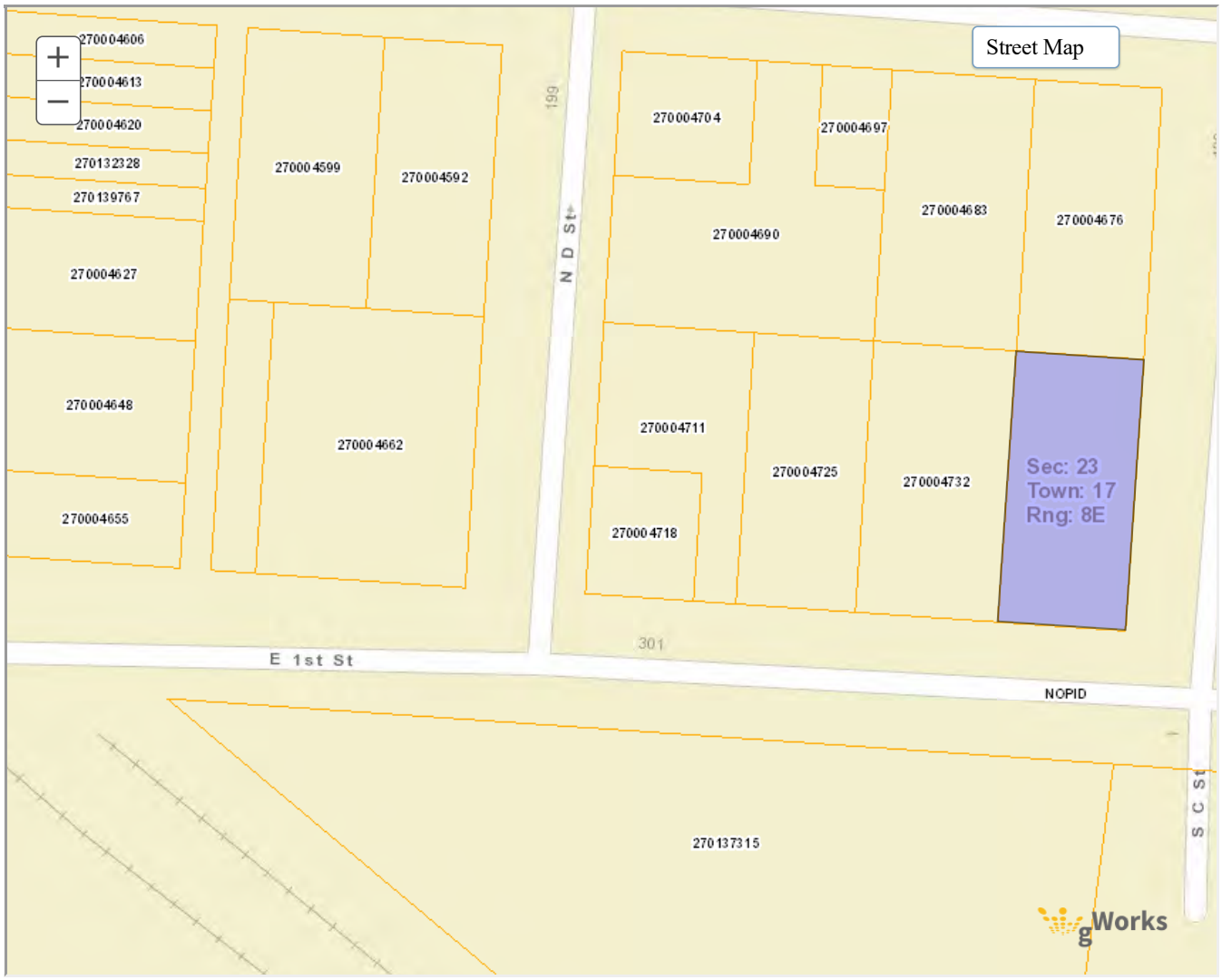
## Residential Building Information

| Occupancy | Style | Year Built | Total Living Area |
|---|---|---|---|
| Single-Family / Owner Occupied | 2 Story Frame | 1900 | 1,996 |

## Sale Information

| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 06/19/2015 | $83,900 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 2015 ~2828 |

## GIS Map Information


Street Map
270004606
270004613
270004620
270132328
270139767
270004627
270004648
270004655
270004599
270004592
270004662
199
N D St
270004704
270004697
270004690
270004683
270004676
270004711
270004725
270004732
270004718
Sec: 23
Town: 17
Rng: 8E
301
E 1st St
NOPID
270137315
S C St
gWorks

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>FOX, ROGER D & SUSAN M TRUSTEES ROGER & SUSAN LIVING TRUST |
| Exempt Property Address:<br>319 E 3RD, FREMONT, NE 68025 |
| Parcel ID #<br>270004242 |
| Owner Mailing Address:<br>43660 190TH AVE, CRESTON, NE 68631-4010 USA |
| Telephone Number:<br>(402) 285-0705 · cell (402) 649-4242 |

**Select Only One**

☒ ☐

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Susan M. Fox
Signature of Applicant

01/20/2020
Date

Susan M. Fox
Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270004242 |
| **Computer ID:** | 2391-23-4-00000-182-0000 |
| **Deed Holder:** | FOX, ROGER D & SUSAN M TRUSTEES ROGER & SUSAN LIVING TRUST |
| **Property Address:** | 319 E 3RD ST<br>FREMONT, NE 68025-5009 MAP THIS ADDRESS |
| **Mailing Address:** | 43660 190TH AVE<br>CRESTON, NE 68631-4010 USA |
| **Status:** | IMPROVED |
| **Use:** | SINGLE FAMILY |
| **Zoning:** | SINGLE FAMILY |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | 00301 NBHD |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT W37' LOT 3 & E31-1/2'N80' LOT 4 BLK 182 & TL 356<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270004242 Photo

1 / 1

Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |
| TIF | NONE |

| | |
|---|---|
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $15,435 | $53,839 | $0 | $69,274 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $69,274 | $0 | $69,274 | 2.047225 | $1,418.20 | $0.00 | $0.00 | $72.16 | $1,346.04 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $15,435 | $53,839 | $0 | $69,274 |
| 2018 | $14,700 | $51,275 | $0 | $65,975 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 7,700 | 0.180 |

## Residential Building Information

| Occupancy | Style | Year Built | Total Living Area |
|---|---|---|---|
| Single-Family / Owner Occupied | 1 1/2 Story Frame | 1900 | 1,714 |

## Sale Information

| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 11/15/2018 | $0 | 5 - FAMILY MATTERS | 2018 ~5900 |

## GIS Map Information

Street Map
270003906
3913
270003899
270004004
270004018
270004025
270004032
270004046
270004053
270004116
270004123
201
E 3rd St
301
270136142
299
N Main St
270004417
270004410
270004424
270004431
270004333
270004340
270004347
270004354
270004361
270004368
270004375
270004389
270004382
270004326
270004319
270004396
270004403
299
N D St
270004256
270004242
Sec: 23
Town: 17
Rng: 8E
270004249
270004263
270004270
270004284
270004277
201
E 2nd St
301
gWorks

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>BOB PROPERTIES LLC |
| Exempt Property Address:<br>319 E 4TH, FREMONT, NE 68025 |
| Parcel ID #<br>270004095 |
| Owner Mailing Address:<br>803 S PLATTE AVE, FREMONT, NE 68025-6229 USA |
| Telephone Number: 402-727-0789 |

**Select Only One**

☒ ☐

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

1-27-19

Date

FELIPE PINALES

Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270004095 |
| **Computer ID:** | 1-2-1326- |
| **Deed Holder:** | BOB PROPERTIES LLC |
| **Property Address:** | 319 E 4TH ST<br>FREMONT, NE 68025-5017 MAP THIS ADDRESS |
| **Mailing Address:** | 803 S PLATTE AVE<br>FREMONT, NE 68025-6229 USA |
| **Status:** | IMPROVED |
| **Use:** | SINGLE FAMILY |
| **Zoning:** | SINGLE FAMILY |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | 00301 NBHD |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | 3-175 |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT E36' LOT 3 BLK 175 & TL 335<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270004095 Photo

1 / 1

Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |
| TIF | NONE |

| | |
|---|---|
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $12,936 | $35,149 | $0 | $48,085 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $48,085 | $0 | $48,085 | 2.047225 | $984.42 | $0.00 | $0.00 | $50.08 | $934.34 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $12,936 | $35,149 | $0 | $48,085 |
| 2018 | $12,320 | $33,475 | $0 | $45,795 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 6,160 | 0.140 |

## Residential Building Information

| Occupancy | Style | Year Built | Total Living Area |
|---|---|---|---|
| Single-Family / Owner Occupied | 1 Story Frame | 1910 | 1,009 |

## Sale Information

| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 08/17/2007 | $40,750 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 2007 ~5181 |
| 08/17/2004 | $0 | 999 - UNKNOWN | 2004 ~6200 |

## GIS Map Information

Street Map
270003304
270003311
270003318
270003325
270003227
270003234
270003241
E 4th St
N Main St
NOPID
N D St
270003976
270003983
270003990
270003997
270004004
270004018
270003969
270003948
270003955
270003962
270004025
270004046
270004032
270004053
270004109
270004102
Sec: 23
Town: 17
Rng: 8E
270004088
270004116
270004123
270004130
E 3rd St
201
301
399
gWorks

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>NICHOLAS M INGERSOLL |
| Exempt Property Address:<br>302 W 4TH, FREMONT, NE 68025 |
| Parcel ID #<br>270003570 |
| Owner Mailing Address:<br>302 W 4TH ST, FREMONT, NE 68025-4914 USA |
| Telephone Number: (402) 936-2323 |

**Select Only One**

☒ ☐

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Nick Ingersoll
Signature of Applicant

1-17-20
Date

Nick Ingersoll
Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270003570 |
| **Computer ID:** | 2391-23-2-00000-157-0000 |
| **Deed Holder:** | INGERSOLL, NICHOLAS M |
| **Property Address:** | 302 W 4TH ST<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | 302 W 4TH ST<br>FREMONT, NE 68025-4914 USA |
| **Status:** | IMPROVED |
| **Use:** | SINGLE FAMILY |
| **Zoning:** | SINGLE FAMILY |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | 00301 NBHD |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT S78'E33' LOT 7 & S78' LOT 8 BLK 157<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270003570 Photo

1 / 1

Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |
| TIF | NONE |

| | |
|---|---|
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $15,456 | $60,170 | $0 | $75,626 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $75,626 | $0 | $75,626 | 2.047225 | $1,548.26 | $0.00 | $0.00 | $78.76 | $1,469.50 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $15,456 | $60,170 | $0 | $75,626 |
| 2018 | $14,720 | $57,305 | $0 | $72,025 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 7,722 | 0.180 |

## Residential Building Information

| Occupancy | Style | Year Built | Total Living Area |
|---|---|---|---|
| Single-Family / Owner Occupied | 1 1/2 Story Frame | 1890 | 1,863 |

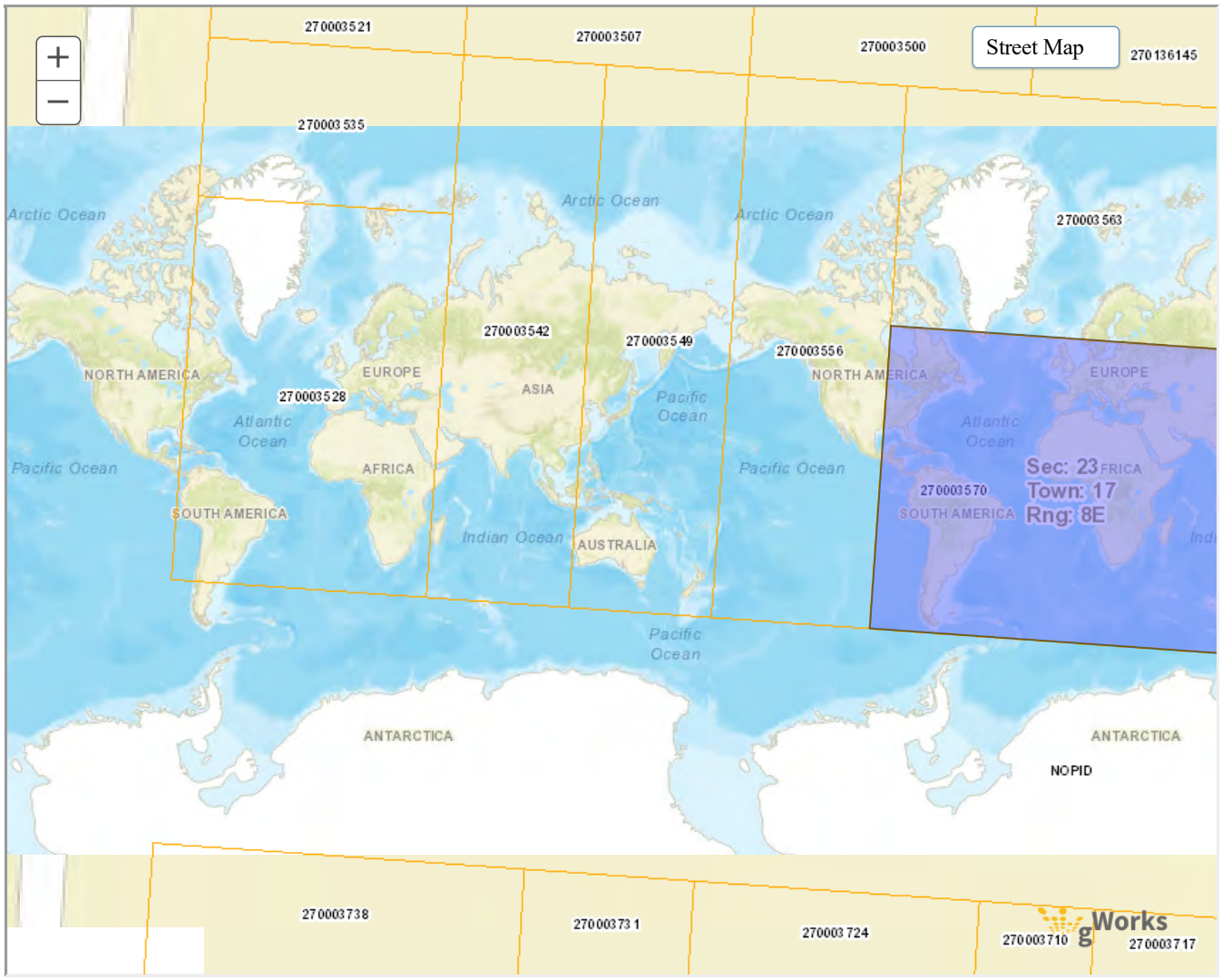
## Yard Extra Information

| Description | Item Count | Year Built |
|---|---|---|
| Shed | 1 | 1890 |

## Sale Information

| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 08/28/2018 | $130,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 2018 ~4002 |
| 03/15/2018 | $95,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 2018 ~1197 |
| 04/02/2014 | $0 | 3 - ACQUIRED NEARBY PROPERTY | 2014 ~1265 |
| 08/18/2001 | $0 | 999 - UNKNOWN | 2001 ~5481 |
| 10/06/1990 | $20,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 210 ~598 |

## GIS Map Information


Street Map
270003521
270003507
270003500
270136145
270003535
Arctic Ocean
Arctic Ocean
Arctic Ocean
270003563
270003542
270003549
270003556
NORTH AMERICA
EUROPE
ASIA
270003528
Atlantic Ocean
Pacific Ocean
Pacific Ocean
Pacific Ocean
AFRICA
SOUTH AMERICA
Indian Ocean
AUSTRALIA
NORTH AMERICA
EUROPE
Atlantic Ocean
270003570
SOUTH AMERICA
Sec: 23
Town: 17
Rng: 8E
Pacific Ocean
ANTARCTICA
ANTARCTICA
NOPID
270003738
270003731
270003724
270003710
270003717
gWorks

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>MAHRT, DONALD J & CONNIE R |
| Exempt Property Address:<br>323 W 5TH, FREMONT, NE 68025 |
| Parcel ID #<br>270003500 |
| Owner Mailing Address:<br>PO BOX 676, FREMONT, NE 68026-0676 USA |
| Telephone Number: |

**Select Only One**

☒ ☐

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

1-18-2020
Date

Donald J Mahrt
Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270003500 |
| **Computer ID:** | 1-2-1148 |
| **Deed Holder:** | MAHRT DONALD J & CONNIE R |
| **Property Address:** | 323 W 5TH<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | PO BOX 676<br><br>FREMONT, NE 68026-0676 USA |
| **Status:** | IMPROVED |
| **Use:** | SINGLE FAMILY |
| **Zoning:** | SINGLE FAMILY |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 10,001 SF - 20,000 SF |
| **Map Area:** | 00301 NBHD |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT W65' LOT 2 BLK 157 & TL 276<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270003500 Photo

1 / 1

Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |

| | |
|---|---|
| TIF | NONE |
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $18,081 | $95,225 | $0 | $113,306 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $113,306 | $0 | $113,306 | 2.047225 | $2,319.64 | $0.00 | $0.00 | $118.00 | $2,201.64 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $18,081 | $95,225 | $0 | $113,306 |
| 2018 | $17,220 | $90,690 | $0 | $107,910 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 10,220 | 0.240 |

## Residential Building Information

| Occupancy | Style | Year Built | Total Living Area |
|---|---|---|---|
| Single-Family / Owner Occupied | 1 1/2 Story Frame | 1915 | 2,366 |

## Sale Information

| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 11/02/2010 | $47,000 | 999 - UNKNOWN | 2010 ~5674 |

## GIS Map Information

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>SCOTT, ALCYONE |
| Exempt Property Address:<br>740 N D, FREMONT, NE 68025 |
| Parcel ID #<br>270002072 |
| Owner Mailing Address:<br>740 N D, FREMONT, NE 68025 |
| Telephone Number: |

**Select Only One**

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Alcyone Scott
Signature of Applicant

1/22/20
Date

ALCYONE SCOTT
Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270002072 |
| **Computer ID:** | 1-2-646- |
| **Deed Holder:** | SCOTT, ALCYONE |
| **Property Address:** | 740 N D<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | 740 N D<br><br>FREMONT, NE 68025-0000 USA |
| **Status:** | IMPROVED |
| **Use:** | SINGLE FAMILY |
| **Zoning:** | SINGLE FAMILY |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | 00301 NBHD |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT N47-3/4'S58' LOTS 3 & 4 BLK 115 & TL 181<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270002072 Photo

1 / 1

Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |

| | |
|---|---|
| TIF | NONE |
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $15,215 | $73,763 | $0 | $88,978 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $88,978 | $0 | $88,978 | 2.047225 | $1,821.62 | $0.00 | $0.00 | $92.68 | $1,728.94 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $15,215 | $73,763 | $0 | $88,978 |
| 2018 | $14,490 | $70,250 | $0 | $84,740 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 7,492 | 0.170 |

## Residential Building Information

| Occupancy | Style | Year Built | Total Living Area |
|---|---|---|---|
| Single-Family / Owner Occupied | 1 Story Frame | 1910 | 1,272 |

## GIS Map Information

+
−
667
N D St
270002044
270002079
27000
270002072
Sec: 23
Town: 17
Rng: 8E
270002086

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>SWEENEY, DANIEL K |
| Exempt Property Address:<br>331 E 8TH, FREMONT, NE 68025 |
| Parcel ID #<br>270002058 |
| Owner Mailing Address:<br>1105 COUNTY RD V, FREMONT, NE 68025 |
| Telephone Number: 402-720-2444 |

**Select Only One**

☒ ☐

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

1-21-2020

Date

Daniel K. Sweeney

Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270002058 |
| **Computer ID:** | 1-2-640 |
| **Deed Holder:** | SWEENEY, DANIEL K |
| **Property Address:** | 331 E 8TH<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | 1105 COUNTY RD V<br>FREMONT, NE 68025-7920 USA |
| **Status:** | IMPROVED |
| **Use:** | SINGLE FAMILY |
| **Zoning:** | SINGLE FAMILY |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | 00301 NBHD |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT N68'W32' LOT 2 BLK 115 & TL 179<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270002058 Photo

1 / 1

Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |
| TIF | NONE |

| | |
|---|---|
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $6,867 | $29,699 | $0 | $36,566 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $36,566 | $0 | $36,566 | 2.047225 | $748.64 | $0.00 | $0.00 | $38.08 | $710.56 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $6,867 | $29,699 | $0 | $36,566 |
| 2018 | $6,540 | $28,285 | $0 | $34,825 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 3,269 | 0.080 |

## Residential Building Information

| Occupancy | Style | Year Built | Total Living Area |
|---|---|---|---|
| Single-Family / Owner Occupied | 1 Story Frame | 1912 | 644 |

## Sale Information

| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 04/15/2003 | $55,783 | 999 - UNKNOWN | 2003 ~4307 |
| 09/28/1994 | $17,900 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 237 ~998 |

## GIS Map Information

27013 8374
270001512
270001519
270001526
270001533
301
E 8th St
NOPID
799
N D St
270002079
270002065
Sec: 23
Town: 17
Rng: 8E
270002044
270002072
270002086

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>PARDE, H LESTER & ROSALYN A |
| Exempt Property Address:<br>730 N H, FREMONT, NE 68025 |
| Parcel ID #<br>270001953 |
| Owner Mailing Address:<br>1429 W 10TH ST, FREMONT, NE 68025 |
| Telephone Number: |

**Select Only One**

☒ ☐

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

H. Lester Parde
Signature of Applicant

1-17-2020
Date

H. Lester Parde
Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270001953 |
| **Computer ID:** | 1-2-590-2 |
| **Deed Holder:** | PARDE, H LESTER & ROSALYN A |
| **Property Address:** | 730 N H<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | 1429 W 10TH ST<br><br>FREMONT, NE 68025-0000 USA |
| **Status:** | IMPROVED |
| **Use:** | SINGLE FAMILY |
| **Zoning:** | SINGLE FAMILY |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | 00301 NBHD |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT S44' LOT 6 & S44'W33-1/3' LOT 5 BLK 111 & TL 155<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270001953 Photo

1 / 1

Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |

| | |
|---|---|
| TIF | NONE |
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $8,736 | $30,881 | $0 | $39,617 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $39,617 | $0 | $39,617 | 2.047225 | $811.10 | $0.00 | $0.00 | $41.26 | $769.84 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $8,736 | $30,881 | $0 | $39,617 |
| 2018 | $8,320 | $29,410 | $0 | $37,730 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 4,160 | 0.100 |

## Residential Building Information

| Occupancy | Style | Year Built | Total Living Area |
|---|---|---|---|
| Single-Family / Owner Occupied | 1 Story Frame | 1949 | 672 |

## Sale Information

| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 02/12/2000 | $30,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 2000 ~1141 |
| 03/30/1991 | $17,250 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 212 ~318 |

## GIS Map Information

Street Map
270001834
270001946
270001848
N H St
NOPID
270001953
Sec: 23
Town: 17
Rng: 8E
270001911
gWorks

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>DAHL, STEVEN C & LORI A |
| Exempt Property Address:<br>231 E 3RD, FREMONT, NE 68025 |
| Parcel ID #<br>270004326 |
| Owner Mailing Address:<br>508 E 6TH, FREMONT, NE 68025 |
| Telephone Number: |

**Select Only One**

☒ ☐

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential<br>90% | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

Commercial
10%

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

1/30/20
Date

STEVEN DAHL
Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270004326 |
| **Computer ID:** | 1-2-1388- |
| **Deed Holder:** | DAHL, STEVEN C & LORI A |
| **Property Address:** | 231 E 3RD<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | 508 E 6TH<br><br>FREMONT, NE 68025-0000 USA |
| **Status:** | IMPROVED |
| **Use:** | SINGLE FAMILY |
| **Zoning:** | SINGLE FAMILY |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | 00301 NBHD |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT LOT 2 BLK 183 & TL 363<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270004326 Photo

1 / 1

## Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |

| | |
|---|---|
| TIF | NONE |
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $17,052 | $63,998 | $0 | $81,050 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $81,050 | $0 | $81,050 | 2.047225 | $1,659.32 | $0.00 | $0.00 | $84.40 | $1,574.92 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $17,052 | $63,998 | $0 | $81,050 |
| 2018 | $16,240 | $60,950 | $0 | $77,190 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 9,240 | 0.210 |

## Residential Building Information

| Occupancy | Style | Year Built | Total Living Area |
|---|---|---|---|
| Single-Family / Owner Occupied | 1 1/2 Story Frame | 1890 | 2,732 |

## Sale Information

| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 01/19/2010 | $0 | 999 - UNKNOWN | 2010 ~233 |
| 01/15/2010 | $69,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 2010 ~234 |

## GIS Map Information

Street Map
270136144
270003920
270003906
270003913
270003885
270003899
270003997
270004004
270004018
270004032
101
E 3rd St
201
270136142
270004438
270004417
270004410
270004424
270004445
270004431
270004452
299
N Main St
270004333
270004340
270004347
270004354
270004361
270004368
270004375
270004389
270004382
270004396
270004403
Sec: 23
Town: 17
Rng: 8E
E 2nd St
NOPID
gWorks

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>MAIN, KEVIN J & LESLIE L |
| Exempt Property Address:<br>405 - 413 N MAIN, FREMONT, NE 68025 |
| Parcel ID #<br>270003381 |
| Owner Mailing Address:<br>1220 TIMBERWOOD DR, AMES, NE 68621-2187 USA |
| Telephone Number: |

**Select Only One**

☒ ☐

| **Single Family Residential Property** 50% | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential 50% | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Kevin J Main

Signature of Applicant

1-27-20

Date

Kevin Main

Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270003381 |
| **Computer ID:** | 1-2-1106- |
| **Deed Holder:** | MAIN, KEVIN J & LESLIE L |
| **Property Address:** | 405-413 N MAIN ST<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | 1220 TIMBERWOOD DR<br>AMES, NE 68621-2187 USA |
| **Status:** | IMPROVED |
| **Use:** | COMMERCIAL |
| **Zoning:** | COMMERCIAL |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | FREMONT COM 12% IMP 2019 TERC ORDER |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | 7,8-154 |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT N44'S1/2 LOTS 7 & 8 BLK 154<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270003381 Photo

1 / 3

## Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |
| TIF | NONE |

| | |
|---|---|
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $24,750 | $161,392 | $0 | $186,142 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $186,142 | $0 | $186,142 | 2.047225 | $3,810.68 | $0.00 | $0.00 | $193.88 | $3,616.80 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $24,750 | $161,392 | $0 | $186,142 |
| 2018 | $24,750 | $144,100 | $0 | $168,850 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 5,500 | 0.130 |

## Commercial Building Information

| Occupancy | Year Built | Building Area |
|---|---|---|
| Office - General w/Apart. Uppers | 1895 | 8,800 |

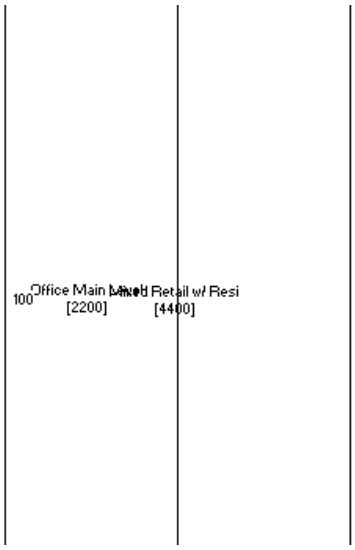
## Yard Extra Information

| Description | Item Count | Year Built |
|---|---|---|
| A Misc. Extra | 1 | 1900 |

## Sale Information

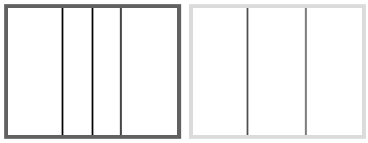
| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 10/31/1996 | $100,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 251 ~067 |

## Sketch

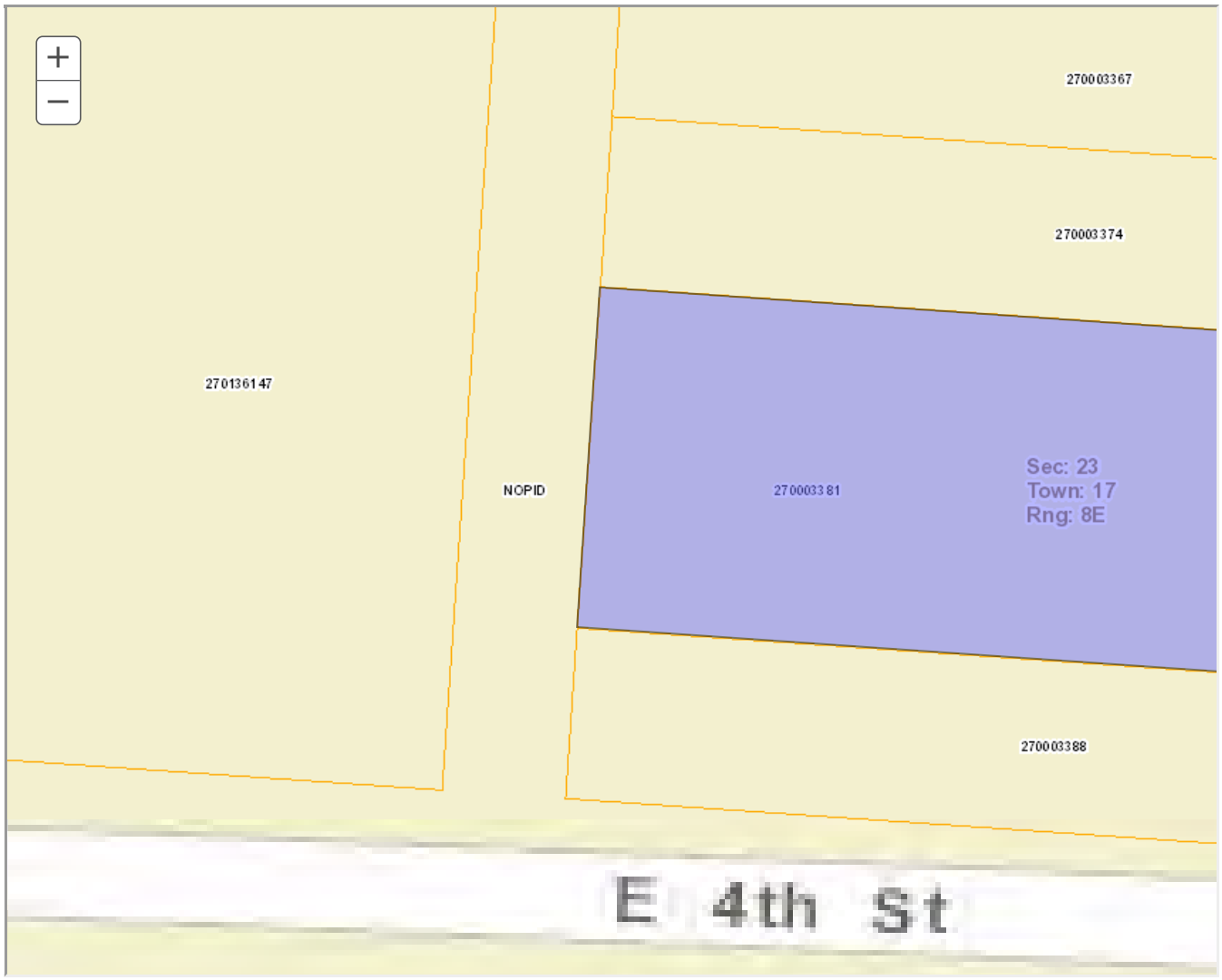



Sketch of Pin 270003381

1 / 2



## GIS Map Information


270003367
270003374
27013614 7
NOPID
270003381
Sec: 23
Town: 17
Rng: 8E
270003388
E 4th St

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>PADEN, ISAAC A & JENNY R |
| Exempt Property Address:<br>141 E MILITARY, FREMONT, NE 68025 |
| Parcel ID #<br>270133238 |
| Owner Mailing Address:<br>2510 BUCKINGHAM RD, FREMONT, NE 68025-0000 USA |
| Telephone Number: 402-689-0390 |

**Select Only One**

☑ ☐

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Isaac Paden
Signature of Applicant

1/22/2020
Date

Isaac Paden
Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270133238 |
| **Computer ID:** | 1-2-720-2 |
| **Deed Holder:** | PADEN, ISAAC A & JENNY R |
| **Property Address:** | 141 E MILITARY<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | 2510 BUCKINGHAM RD<br><br>FREMONT, NE 68025-0000 USA |
| **Status:** | IMPROVED |
| **Use:** | COMMERCIAL |
| **Zoning:** | COMMERCIAL |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | FREMONT COM 12% IMP 2019 TERC ORDER |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT N22' LOT 2 BLK 124<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270133238 Photo

1 / 1

## Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |

| | |
|---|---|
| TIF | NONE |
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $6,535 | $28,112 | $0 | $34,647 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $34,647 | $0 | $34,647 | 2.047225 | $709.36 | $0.00 | $0.00 | $36.10 | $673.26 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $6,535 | $28,112 | $0 | $34,647 |
| 2018 | $6,535 | $25,100 | $0 | $31,635 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 1,452 | 0.030 |

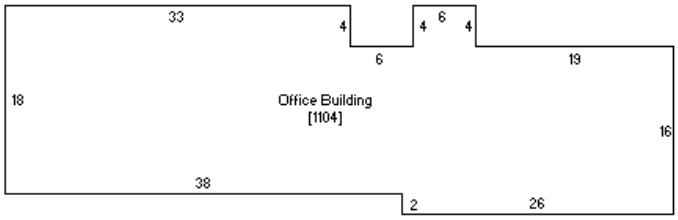
## Commercial Building Information

| Occupancy | Year Built | Building Area |
|---|---|---|
| Office - General | 1948 | 1,104 |

## Sale Information

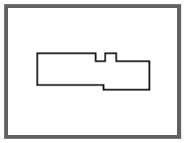
| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 11/18/2011 | $43,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 2011 ~5378 |
| 02/08/2007 | $36,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 2007 ~1055 |

## Sketch

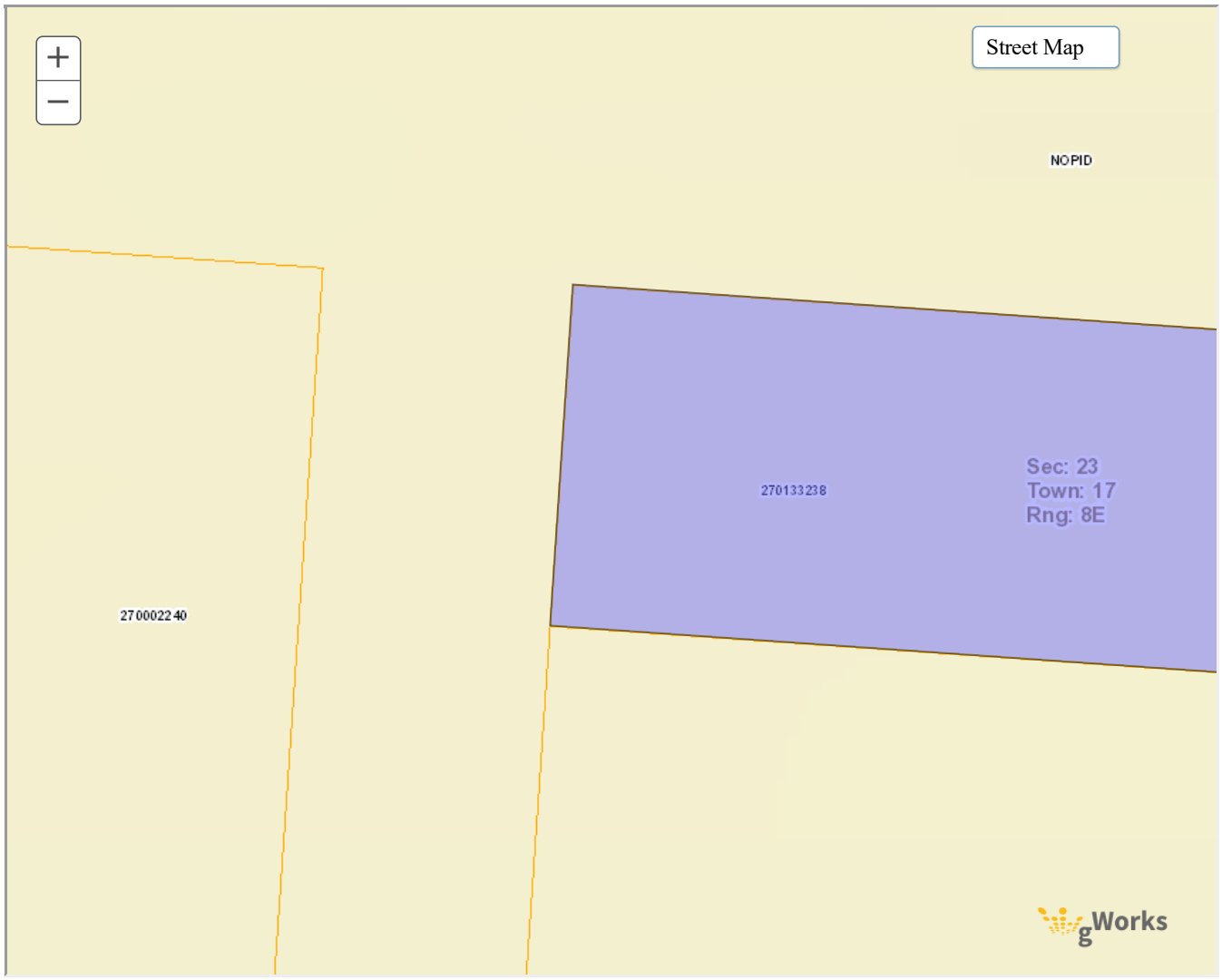



Sketch of Pin 270133238

1 / 1



## GIS Map Information


Street Map
NOPID
270133238
Sec: 23
Town: 17
Rng: 8E
27000224 0
gWorks

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>SAEGER, PETER & VICKIE |
| Exempt Property Address:<br>250 W 8TH, FREMONT, NE 68025 |
| Parcel ID #<br>270001589 |
| Owner Mailing Address:<br>250 W 8TH ST, FREMONT, NE 68025-4902 USA |
| Telephone Number:<br>402-459-1136 |

**Select Only One**

☒ ☐

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Peter L Saeger  Vickie R Saeger  1-17-2020

Signature of Applicant  Date

Peter L. Saeger  Vickie R Saeger

Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270001589 |
| **Computer ID:** | 1-2-482 |
| **Deed Holder:** | SAEGER, PETER & VICKIE |
| **Property Address:** | 250 W 8TH ST<br>FREMONT, NE 68025-4902 MAP THIS ADDRESS |
| **Mailing Address:** | 250 W 8TH ST<br>FREMONT, NE 68025-4902 USA |
| **Status:** | IMPROVED |
| **Use:** | SINGLE FAMILY |
| **Zoning:** | SINGLE FAMILY |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | 00301 NBHD |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | 9-96 |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT W55'S82.25' LOT 9 BLK 96<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270001589 Photo

1 / 1

Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |
| TIF | NONE |

| | |
|---|---|
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $9,503 | $86,630 | $0 | $96,133 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $96,133 | $96,133 | $0 | 2.047225 | $1,968.10 | $1,968.10 | $0.00 | $0.00 | $0.00 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $9,503 | $86,630 | $0 | $96,133 |
| 2018 | $9,050 | $82,505 | $0 | $91,555 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 4,524 | 0.100 |

## Residential Building Information

| Occupancy | Style | Year Built | Total Living Area |
|---|---|---|---|
| Single-Family / Owner Occupied | 2 Story Frame | 1938 | 1,552 |

## Sale Information

| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 06/03/1988 | $31,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 197 ~381 |
| 04/01/1987 | $30,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 192 ~438 |

## GIS Map Information

Street Map
270001659
270001610
270001617
270001624
270001680
270001638
270001631
Sec: 14
Town: 17
Rng: 8E
270001589
NOPID
299
NOPID
270001855
270001841
270001834
Sec: 23
Town: 17
270001946

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>KAIROS PROPERTIES LLC |
| Exempt Property Address:<br>230 N D, FREMONT, NE 68025 |
| Parcel ID #<br>270004263 |
| Owner Mailing Address:<br>926 COUNTY RD T, FREMONT, NE 68025-7902 USA |
| Telephone Number: |

**Select Only One**

☒ ☐

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

Date 1/20/2020

KEVIN PARKER

Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270004263 |
| **Computer ID:** | 2391-23-4-00000-182-0000 |
| **Deed Holder:** | KAIROS PROPERTIES LLC |
| **Property Address:** | 230 N D<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | 926 COUNTY RD T<br>FREMONT, NE 68025-7902 USA |
| **Status:** | IMPROVED |
| **Use:** | SINGLE FAMILY |
| **Zoning:** | SINGLE FAMILY |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | 00301 NBHD |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | 4-182 |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT S52' LOT 4 BLK 182 & TL 357<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270004263 Photo

1 / 2

## Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |
| TIF | NONE |

| | |
|---|---|
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $8,316 | $32,886 | $0 | $41,202 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $41,202 | $0 | $41,202 | 2.047225 | $843.52 | $0.00 | $0.00 | $42.90 | $800.62 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $8,316 | $32,886 | $0 | $41,202 |
| 2018 | $7,920 | $31,320 | $0 | $39,240 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 3,960 | 0.090 |

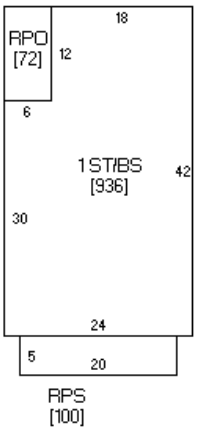
## Residential Building Information

| Occupancy | Style | Year Built | Total Living Area |
|---|---|---|---|
| Single-Family / Owner Occupied | 1 Story Frame | 1900 | 936 |

## Sale Information

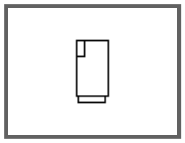
| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 11/29/2017 | $40,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 2017 ~5713 |
| 01/28/2003 | $0 | 999 - UNKNOWN | 2003 ~849 |
| 11/20/1992 | $7,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 223 ~928 |

## Sketch




Sketch of Pin 270004263

1 / 1



## GIS Map Information

Street Map
270004347
270004354
270004361
270004368
270004375
270004382
270004326
270004319
270004396
270004403
N D St
NOPID
270004256
270004263
Sec: 23
Town: 17
Rng: 8E
270004270
270004277
gWorks

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>MURRAY PROPERTY MANAGEMENT LLC |
| Exempt Property Address:<br>325 E 3RD, FREMONT, NE 68025 |
| Parcel ID #<br>270004249 |
| Owner Mailing Address:<br>605 N BROAD ST, FREMONT, NE 68025-0000 USA |
| Telephone Number: |

**Select Only One**

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

1-22-2020

Date

Robert Murray

Printed Name of Applicant

[redacted]

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270004249 |
| **Computer ID:** | 2391-23-4-00000-182-0000 |
| **Deed Holder:** | MURRAY PROPERTY MANAGEMENT LLC |
| **Property Address:** | 325 E 3RD<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | 605 N BROAD ST<br><br>FREMONT, NE 68025-0000 USA |
| **Status:** | IMPROVED |
| **Use:** | SINGLE FAMILY |
| **Zoning:** | SINGLE FAMILY |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | 00301 NBHD |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT E29' LOT 3 BLK 182 & TL 355<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270004249 Photo

1 / 1

Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |

| | |
|---|---|
| TIF | NONE |
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $10,878 | $39,926 | $0 | $50,804 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $50,804 | $0 | $50,804 | 2.047225 | $1,040.06 | $0.00 | $0.00 | $52.90 | $987.16 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $10,878 | $39,926 | $0 | $50,804 |
| 2018 | $10,360 | $38,025 | $0 | $48,385 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 5,180 | 0.120 |

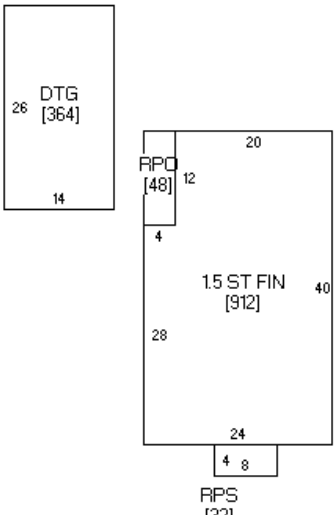
## Residential Building Information

| Occupancy | Style | Year Built | Total Living Area |
|---|---|---|---|
| Single-Family / Owner Occupied | 1 1/2 Story Frame | 1900 | 1,550 |

## Sale Information

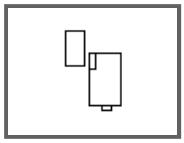
| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 10/25/2017 | $32,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 2017 ~5145 |
| 11/24/1993 | $15,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 231 ~966 |

## Sketch




Sketch of Pin 270004249

1 / 1



## GIS Map Information

Street Map
270004004
270004025
270004046
270004018
270004032
270004053
270004116
270004123
E 3rd St
NOPID
N Main St
N D St
270004333
270004340
270004347
270004354
270004361
270004326
270004319
270004368
270004375
270004396
270004403
270004389
270004382
270004256
270004242
Sec: 23
Town: 17
Rng: 8E
270004263
270004270
270004284
270004291
270004277
E 2nd St
gWorks

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>JONES NATL BANK & TRUST, CUSTODIAN FOR DANIEL R KNOSP ROTH IRA |
| Exempt Property Address:<br>315 E 4TH, FREMONT, NE 68025 |
| Parcel ID #<br>270004102 |
| Owner Mailing Address:<br>PO BOX 469, SEWARD, NE 68434-0469 USA |
| Telephone Number: |

**Select Only One**

☒ ☐

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

**Jones Bank, as** Custodian
**For:** Daniel R. Knosp Roth IRA
**By:** Nancy L Cradick Trust Officer 1/17/2020

Signature of Applicant Date

Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270004102 |
| **Computer ID:** | 1-2-1328- |
| **Deed Holder:** | JONES BANK (FOR DANIEL R KNOSP ROTH IRA |
| **Property Address:** | 315 E 4TH<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | PO BOX 469<br>SEWARD, NE 68434-0469 USA |
| **Status:** | IMPROVED |
| **Use:** | SINGLE FAMILY |
| **Zoning:** | SINGLE FAMILY |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | 00301 NBHD |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT W30' LOT 3, E6' LOT 4 BLK 175 & TL 336<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270004102 Photo

1 / 1

Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |
| TIF | NONE |

| | |
|---|---|
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $10,584 | $57,337 | $0 | $67,921 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $67,921 | $0 | $67,921 | 2.047225 | $1,390.52 | $0.00 | $0.00 | $70.74 | $1,319.78 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $10,584 | $57,337 | $0 | $67,921 |
| 2018 | $10,080 | $49,670 | $0 | $59,750 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 5,040 | 0.120 |

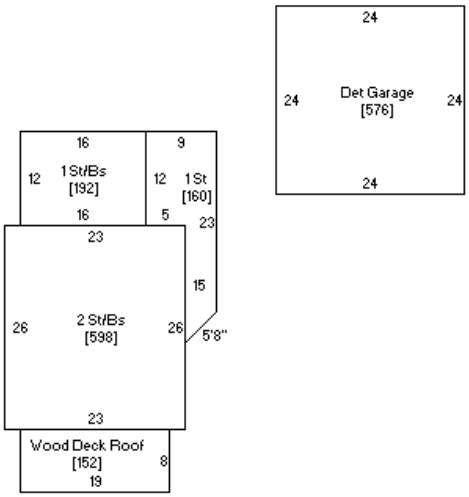
## Residential Building Information

| Occupancy | Style | Year Built | Total Living Area |
|---|---|---|---|
| Single-Family / Owner Occupied | 2 Story Frame | 1900 | 1,548 |

## Sale Information

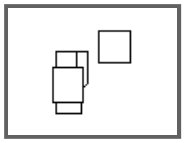
| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 05/10/2016 | $45,635 | 2 - ZONING AFFECTED | 2016 ~2540 |
| 12/02/2005 | $54,500 | 999 - UNKNOWN | 2005 ~8490 |
| 05/16/2005 | $51,779 | 999 - UNKNOWN | 2005 ~3688 |
| 09/03/2000 | $70,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 2000 ~6182 |

## Sketch

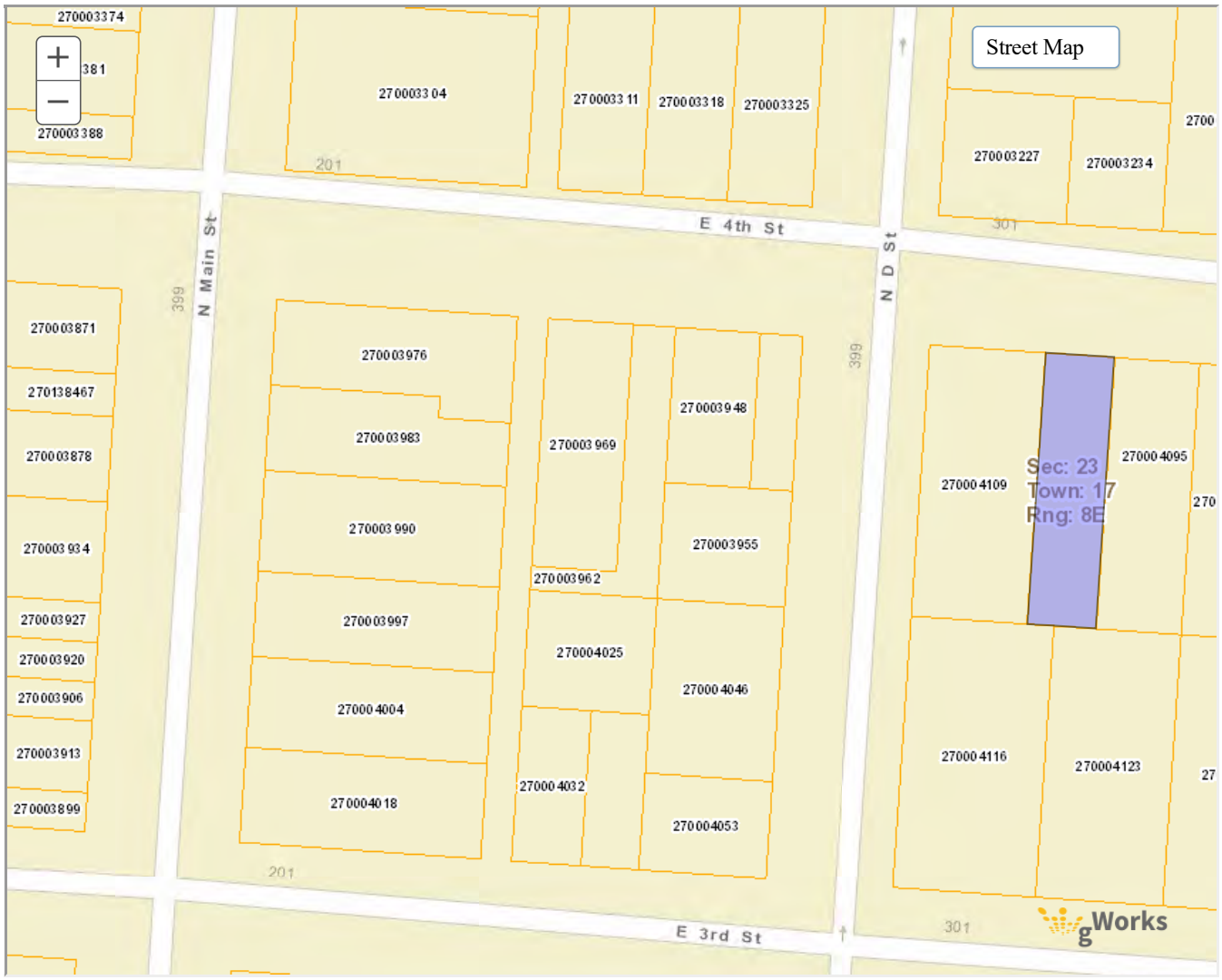



Sketch of Pin 270004102

1 / 1



## GIS Map Information


Street Map
270003374
381
270003388
270003304
270003311
270003318
270003325
270003227
270003234
2700
E 4th St
N Main St
N D St
399
201
301
270003871
270138467
270003878
270003934
270003927
270003920
270003906
270003913
270003899
270003976
270003983
270003990
270003997
270004004
270004018
270003969
270003962
270004025
270004032
270003948
270003955
270004046
270004053
270004109
270004095
270
Sec: 23
Town: 17
Rng: 8E
270004116
270004123
27
E 3rd St
gWorks

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>JELKIN, JOEL L & JANET M |
| Exempt Property Address:<br>124 E 6TH, FREMONT, NE 68025 |
| Parcel ID #<br>270002268 |
| Owner Mailing Address:<br>1967 PARKVIEW DR, FREMONT, NE 68025-0000 USA |
| Telephone Number: |

**Select Only One**

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

2/5/2020
Date

Joel Jelkin
Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270002268 |
| **Computer ID:** | 1-2-736- |
| **Deed Holder:** | JELKIN, JOEL L & JANET M |
| **Property Address:** | 124 E 6TH<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | 1967 PARKVIEW DR<br><br>FREMONT, NE 68025-0000 USA |
| **Status:** | IMPROVED |
| **Use:** | COMMERCIAL |
| **Zoning:** | COMMERCIAL |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | FREMONT COM 12% IMP 2019 TERC ORDER |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT E22' LOT 6 BLK 124<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270002268 Photo

1 / 1

## Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |

| | |
|---|---|
| TIF | NONE |
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $12,375 | $102,026 | $0 | $114,401 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $114,401 | $0 | $114,401 | 2.047225 | $2,342.04 | $0.00 | $0.00 | $119.16 | $2,222.88 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $12,375 | $102,026 | $0 | $114,401 |
| 2018 | $12,375 | $91,095 | $0 | $103,470 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 2,750 | 0.060 |

## Commercial Building Information

| Occupancy | Year Built | Building Area |
|---|---|---|
| Office - General | 1910 | 2,464 |

## Yard Extra Information

| Description | Item Count | Year Built |
|---|---|---|
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |

## Sale Information

| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 01/02/2001 | $68,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 2001 ~0362 |
| 05/30/1997 | $0 | 999 - UNKNOWN | 254 ~942 |

## GIS Map Information

Street Map
N Broad St
N Park Ave
W 6th St
E 6th St
77
699
599
199
101
270002324
270002303
270002310
270002317
270136124
270002240
270002247
270002254
270002261
Sec: 23
Town: 17
Rng: 8E
270002849
270002842
270002940
270002933
270002898
Works

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>WINNETOON LLC |
| Exempt Property Address:<br>309 - 311 E 8TH, FREMONT, NE 68025 |
| Parcel ID #<br>270002079 |
| Owner Mailing Address:<br>100 E 6TH ST, FREMONT, NE 68025-5030 USA |
| Telephone Number: |

**Select Only One**

☑ ☐

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Nic Berinato, member

Signature of Applicant

1-20-2020

Date

Nic Berinato, member

Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270002079 |
| **Computer ID:** | 2391-23-2-00000-115-0000 |
| **Deed Holder:** | WINNETOON LLC |
| **Property Address:** | 309-311 E 8TH ST<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | 100 E 6TH ST<br>FREMONT, NE 68025-5030 USA |
| **Status:** | IMPROVED |
| **Use:** | SINGLE FAMILY |
| **Zoning:** | SINGLE FAMILY |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | 00301 NBHD |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | 3-4-115 |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT N68' LOTS 3 & 4 BLK 115 & TL 180<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270002079 Photo

1 / 1

Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |
| TIF | NONE |

| | |
|---|---|
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $18,848 | $58,223 | $0 | $77,071 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $77,071 | $0 | $77,071 | 2.047225 | $1,577.90 | $0.00 | $0.00 | $80.28 | $1,497.62 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $18,848 | $58,223 | $0 | $77,071 |
| 2018 | $17,950 | $55,450 | $0 | $73,400 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Lump Sum | 8,976 | 0.210 |

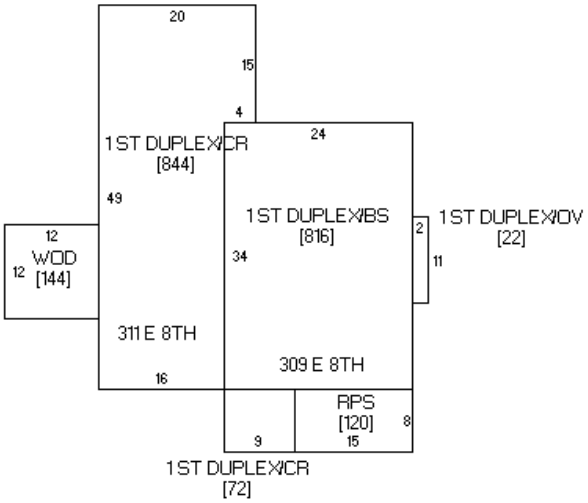
## Residential Building Information

| Occupancy | Style | Year Built | Total Living Area |
|---|---|---|---|
| Two-Family Duplex | 1 Story Frame | 1917 | 1,754 |

## Sale Information

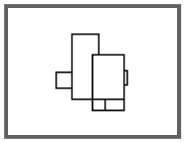
| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 03/08/2019 | $0 | 999 - UNKNOWN | 2019 ~1100 |
| 03/08/2019 | $85,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 2019 ~1099 |
| 06/02/2017 | $0 | 2 - ZONING AFFECTED | 2017 ~02677 |
| 06/21/2007 | $30,000 | 999 - UNKNOWN | 2007 ~3937 |
| 03/28/1994 | $40,500 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 234 ~542 |
| 02/28/1992 | $36,500 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 218 ~96 |

## Sketch

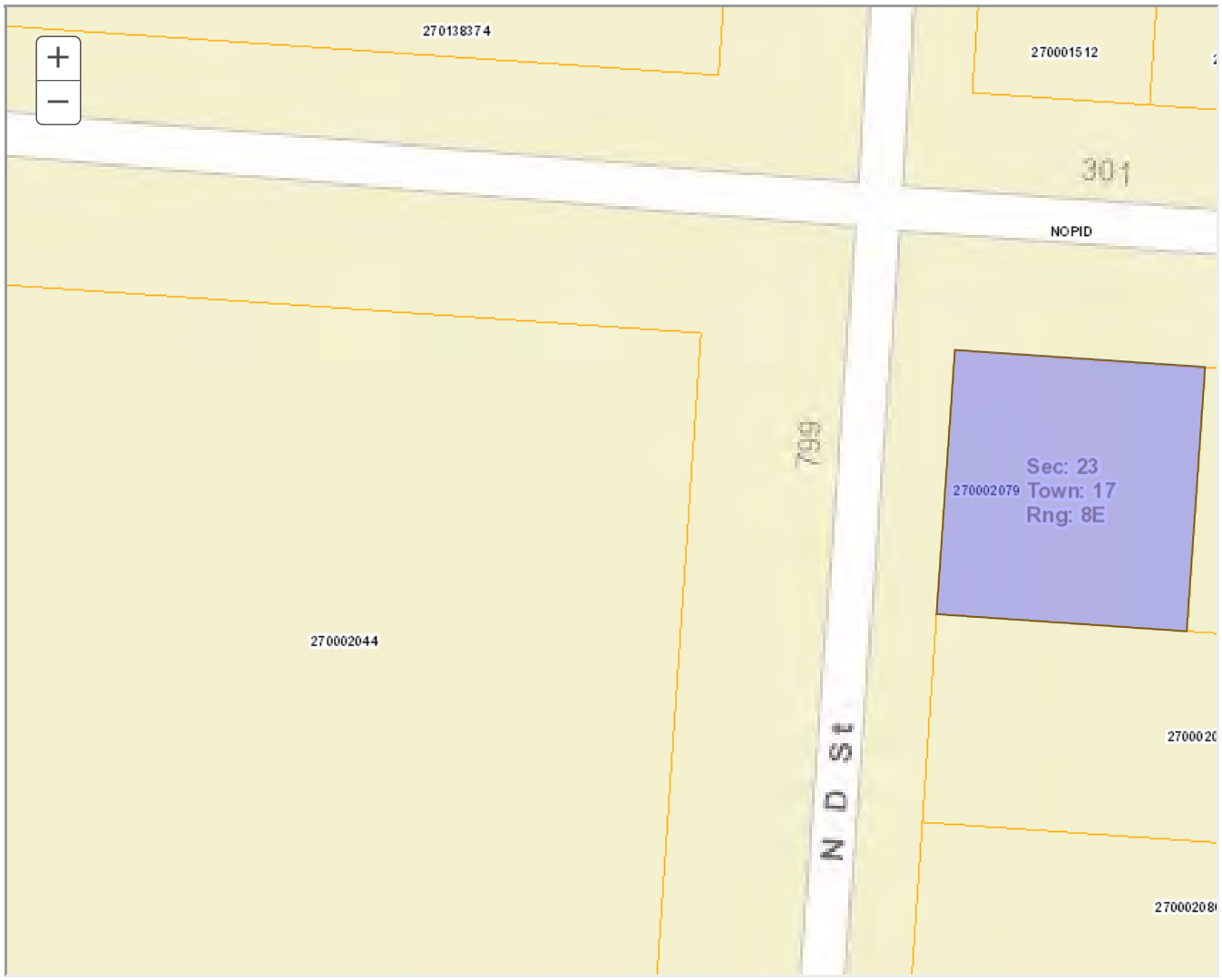



Sketch of Pin 270002079

1 / 1



## GIS Map Information


270138374
270001512
301
NOPID
799
N D St
270002044
270002079
Sec: 23
Town: 17
Rng: 8E

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>CUSICK, RICHARD E (III |
| Exempt Property Address:<br>249 W 8TH, FREMONT, NE 68025 |
| Parcel ID #<br>270001946 |
| Owner Mailing Address:<br>249 W 8TH, FREMONT, NE 68025-0000 USA |
| Telephone Number: |

**Select Only One**

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Richard E. Cusick III

Signature of Applicant

FEBRUARY 7th, 2020

Date

RICHARD E. CUSICK III

Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270001946 |
| **Computer ID:** | 1-2-590- |
| **Deed Holder:** | CUSICK, RICHARD E (III |
| **Property Address:** | 249 W 8TH<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | 249 W 8TH<br><br>FREMONT, NE 68025-0000 USA |
| **Status:** | IMPROVED |
| **Use:** | SINGLE FAMILY |
| **Zoning:** | SINGLE FAMILY |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | 00301 NBHD |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT N88'W33-1/3' LOT 5 & N88' LOT 6 BLK 111<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270001946 Photo

1 / 1

## Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |

| | |
|---|---|
| TIF | NONE |
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $14,742 | $93,839 | $0 | $108,581 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $108,581 | $0 | $108,581 | 2.047225 | $2,223.00 | $0.00 | $0.00 | $113.10 | $2,109.90 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $14,742 | $93,839 | $0 | $108,581 |
| 2018 | $14,040 | $89,370 | $0 | $103,410 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 7,040 | 0.160 |

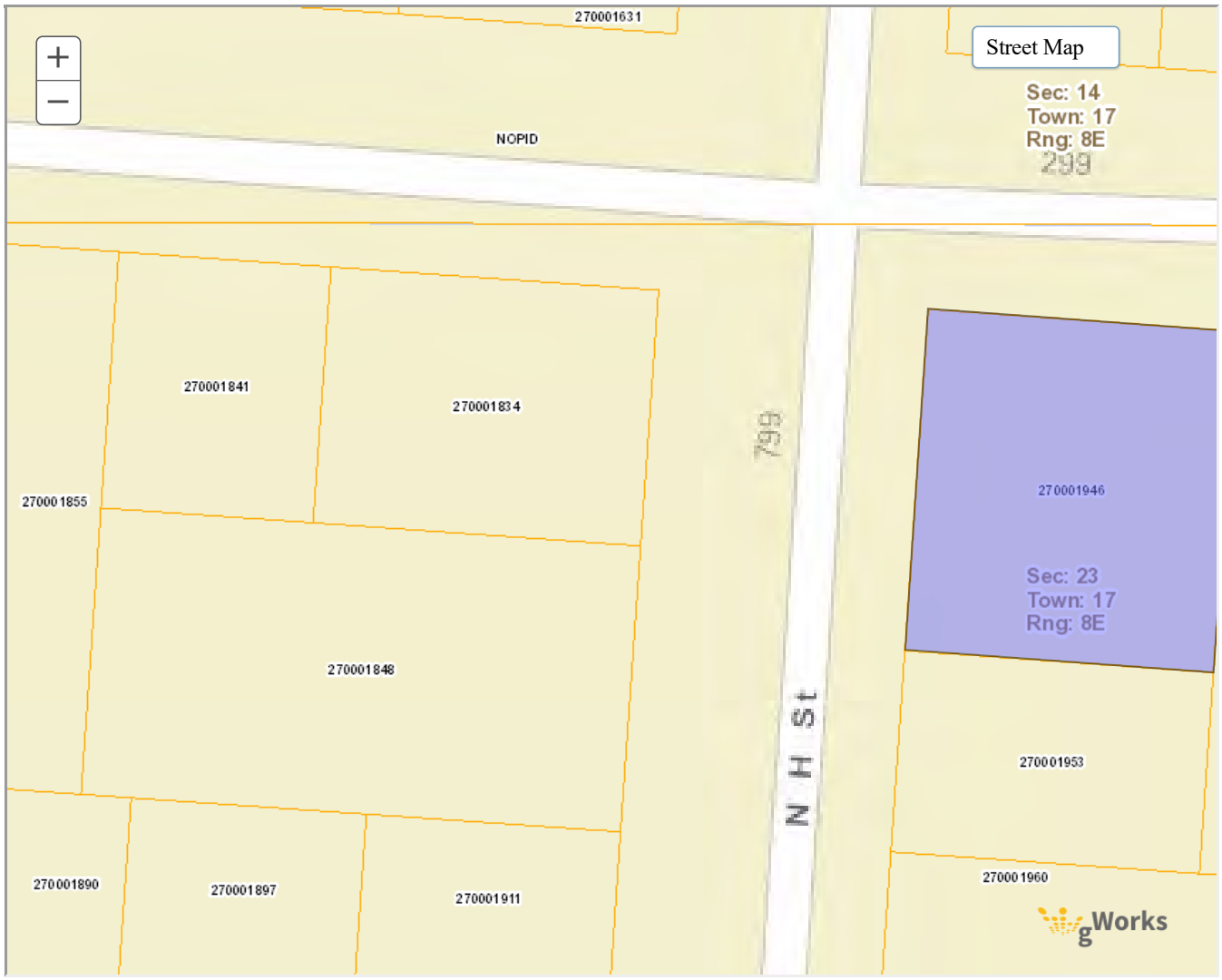
## Residential Building Information

| Occupancy | Style | Year Built | Total Living Area |
|---|---|---|---|
| Single-Family / Owner Occupied | 1 Story Frame | 1902 | 1,122 |

## Sale Information

| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 03/28/2007 | $0 | 999 - UNKNOWN | 2007 ~5837 |
| 07/10/2002 | $120,000 | 999 - UNKNOWN | 2002 ~5997 |
| 07/28/1994 | $65,250 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 236 ~923 |
| 07/28/1994 | $65,250 | 999 - UNKNOWN | 2002 ~4241 |

## GIS Map Information


Street Map
270001631
NOPID
Sec: 14
Town: 17
Rng: 8E
299
270001841
270001834
799
270001946
270001855
Sec: 23
Town: 17
Rng: 8E
270001848
N H St
270001953
270001890
270001897
270001911
270001960
gWorks

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>MARVIN, LAWRENCE D |
| Exempt Property Address:<br>635 N MAIN, FREMONT, NE 68025 |
| Parcel ID #<br>270002233 |
| Owner Mailing Address:<br>635 N MAIN STE 201, FREMONT, NE 68025 |
| Telephone Number: |

**Select Only One**

☐ ☒

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | .05633 |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Lawrence D. Marvin

Signature of Applicant

2-2-20

Date

LAWRENCE D. MARVIN

Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270002233 |
| **Computer ID:** | 1-2-724 |
| **Deed Holder:** | MARVIN, LAWRENCE D |
| **Property Address:** | 635 N MAIN<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | 635 N MAIN STE 201<br><br>FREMONT, NE 68025-0000 USA |
| **Status:** | IMPROVED |
| **Use:** | COMMERCIAL |
| **Zoning:** | COMMERCIAL |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | FREMONT COM 12% IMP 2019 TERC ORDER |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT PT LOTS 1 & 2 BLK 124<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270002233 Photo

1 / 1

Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |

| | |
|---|---|
| TIF | NONE |
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $27,730 | $20,681 | $0 | $48,411 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $48,411 | $0 | $48,411 | 2.047225 | $991.06 | $0.00 | $0.00 | $50.42 | $940.64 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $27,730 | $20,681 | $0 | $48,411 |
| 2018 | $27,730 | $18,465 | $0 | $46,195 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 6,162 | 0.140 |

## Commercial Building Information

| Occupancy | Year Built | Building Area |
|---|---|---|
| Office - General | 1927 | 5,720 |
| Apartment | 1927 | 11,440 |

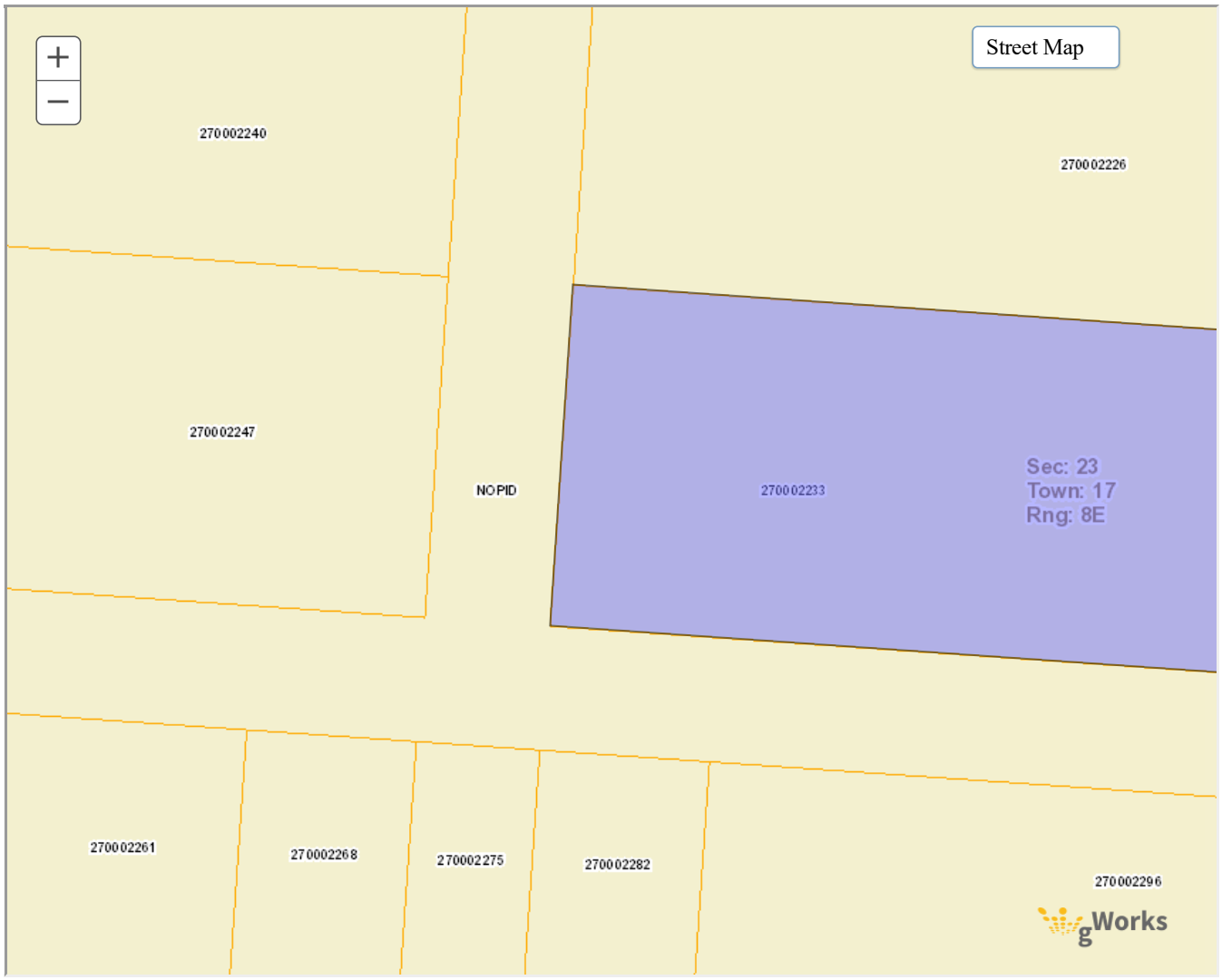
## Yard Extra Information

| Description | Item Count | Year Built |
|---|---|---|
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |

## Sale Information

| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 12/04/1976 | $32,000 | 999 - UNKNOWN | 2004 ~3481 |

## GIS Map Information


Street Map
270002240
270002226
270002247
NOPID
270002233
Sec: 23
Town: 17
Rng: 8E
270002261
270002268
270002275
270002282
270002296
gWorks

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>MAIN, KEVIN J & LESLIE L SHAFFER- |
| Exempt Property Address:<br>338 N MAIN, FREMONT, NE 68025 |
| Parcel ID #<br>270003983 |
| Owner Mailing Address:<br>1220 TIMBERWOODS DR, AMES, NE 68621-0000 USA |
| Telephone Number: |

**Select Only One**

☐ ☒

| **Single Family Residential Property** | or | **Combined Use Commercial** 100% |
|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? |
| | | Owner Occupied Living Space %: |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

1-27-20

Date

Kevin J Main

Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270003983 |
| **Computer ID:** | 1-2-1292- |
| **Deed Holder:** | MAIN, KEVIN J & LESLIE L SHAFFER- |
| **Property Address:** | 338 N MAIN<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | 1220 TIMBERWOODS DR<br><br>AMES, NE 68621-0000 USA |
| **Status:** | IMPROVED |
| **Use:** | COMMERCIAL |
| **Zoning:** | COMMERCIAL |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | FREMONT COM 12% IMP 2019 TERC ORDER |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT PT LOTS 3 & 4 BLK 174<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270003983 Photo

1 / 1

Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |

| | |
|---|---|
| TIF | NONE |
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $24,055 | $64,422 | $0 | $88,477 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $88,477 | $0 | $88,477 | 2.047225 | $1,811.32 | $0.00 | $0.00 | $92.16 | $1,719.16 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $24,055 | $64,422 | $0 | $88,477 |
| 2018 | $24,055 | $57,520 | $0 | $81,575 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 5,346 | 0.120 |

## Commercial Building Information

| Occupancy | Year Built | Building Area |
|---|---|---|
| Store - Retail Small | 1940 | 236 |
| Store - Retail Small | 1940 | 6,832 |
| Store - Retail Small | 1940 | 280 |

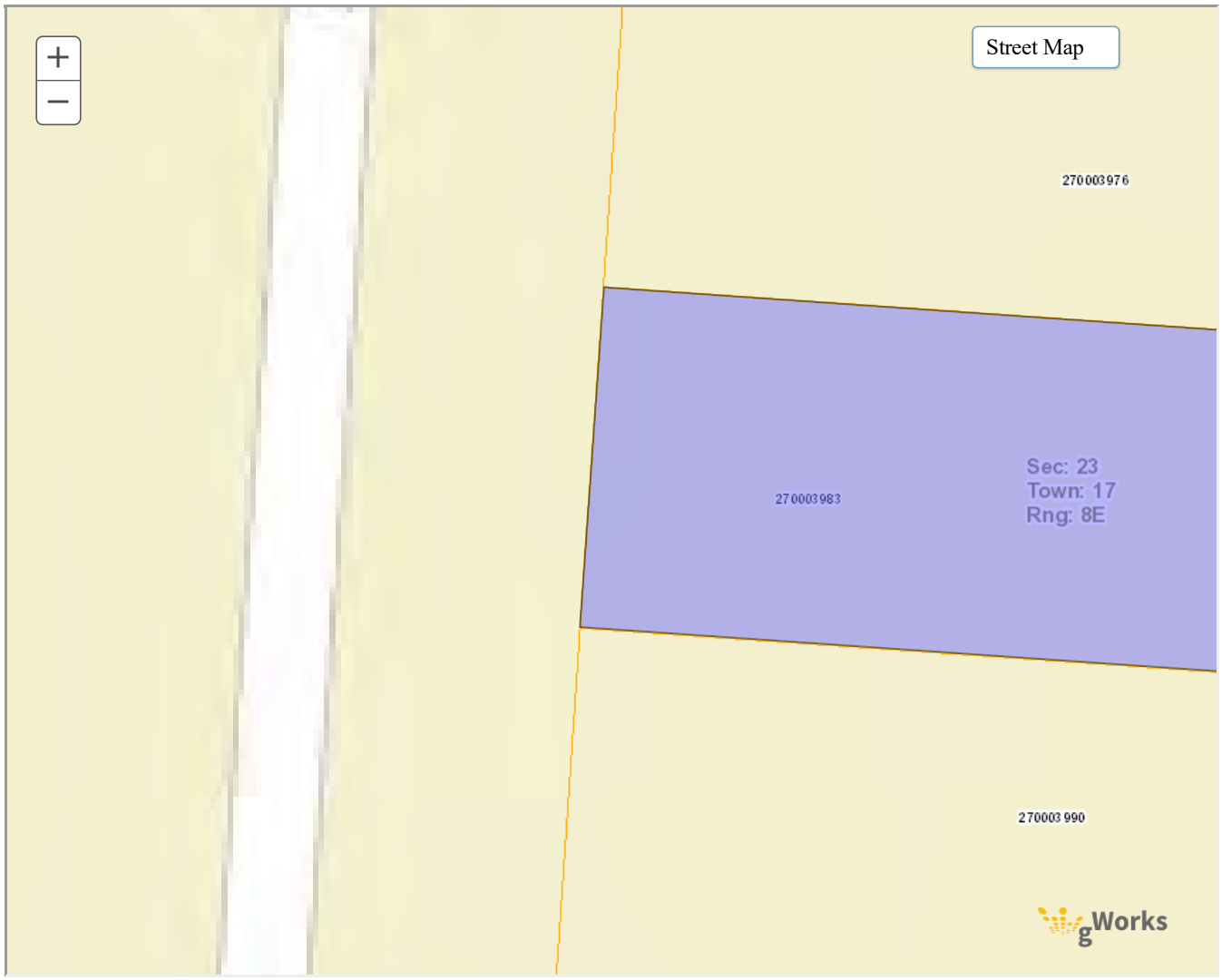
## Yard Extra Information

| Description | Item Count | Year Built |
|---|---|---|
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| Canopy | 1 | 1900 |

## Sale Information

| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 09/16/2013 | $0 | 2 - ZONING AFFECTED | 2013 ~5168 |
| 06/01/2006 | $210,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 2006 ~3517 |
| 04/27/2005 | $0 | 999 - UNKNOWN | 2005 ~5162 |
| 12/23/2004 | $0 | 999 - UNKNOWN | 2005 ~5161 |

## GIS Map Information


Street Map
270003976
270003983
Sec: 23
Town: 17
Rng: 8E
270003990
gWorks

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>CHRISTENSEN GROUP LLC |
| Exempt Property Address:<br>502 N MAIN, FREMONT, NE 68025 |
| Parcel ID #<br>270003094 |
| Owner Mailing Address:<br>PO BOX 709, FREMONT, NE 68026-0709 USA |
| Telephone Number:<br>(916) 549 5488 |

**Select Only One**

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

504 N Main is residential space

502 N. Main is a commercial space and currently leased

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Thomas B Christensen
Signature of Applicant

1-17-2020
Date

Thomas B. Christensen
Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270003094 |
| **Computer ID:** | 1-2-1006 |
| **Deed Holder:** | CHRISTENSEN GROUP LLC |
| **Property Address:** | 502 N MAIN<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | PO BOX 709<br>FREMONT, NE 68026-0709 USA |
| **Status:** | IMPROVED |
| **Use:** | COMMERCIAL |
| **Zoning:** | COMMERCIAL |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | FREMONT COM 12% IMP 2019 TERC ORDER |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT S22' LOTS 5 & 6 BLK 144<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270003094 Photo

1 / 1

Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |
| TIF | NONE |

| | |
|---|---|
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $13,070 | $0 | $239,707 | $252,777 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $252,777 | $0 | $252,777 | 2.047225 | $5,174.94 | $0.00 | $0.00 | $263.28 | $4,911.66 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $13,070 | $0 | $239,707 | $252,777 |
| 2018 | $13,070 | $139,090 | $0 | $152,160 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 2,904 | 0.070 |

## Commercial Building Information

| Occupancy | Year Built | Building Area |
|---|---|---|
| Office - General w/Apart. Uppers | 1895 | 2,200 |

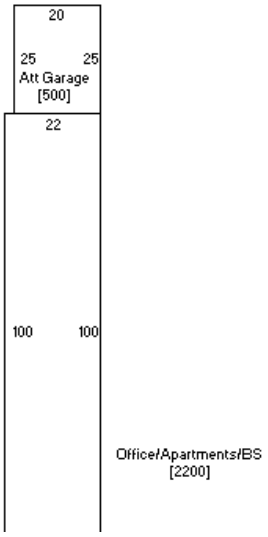
## Yard Extra Information

| Description | Item Count | Year Built |
|---|---|---|
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |

## Sale Information

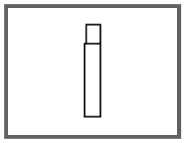
| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 11/30/2010 | $0 | 2 - ZONING AFFECTED | 2010 ~6092 |
| 05/21/2003 | $191,723 | 999 - UNKNOWN | 2003 ~4882 |
| 01/16/2002 | $80,000 | 999 - UNKNOWN | 2002 ~543 |
| 05/16/1996 | $45,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 248 ~157 |

## Sketch




Sketch of Pin 270003094

1 / 1



## GIS Map Information

270003073
NOPID
270003087
270003094
Sec: 23
Town: 17
Rng: 8E
201
NOPID

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>% NEPHROLOGY CARE LLC |
| Exempt Property Address:<br>310 E MILITARY, FREMONT, NE 68025 |
| Parcel ID #<br>270002086 |
| Owner Mailing Address:<br>310 E MILITARY AVE, FREMONT, NE 68025-5070 USA |
| Telephone Number: |

**Select Only One**

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | 75 |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

1-22-20
Date

Elizabeth Lund
Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270002086 |
| **Computer ID:** | 1-2-650- |
| **Deed Holder:** | CORNERSTONE DESIGN LLC |
| **Property Address:** | 310 E MILITARY AVE<br>FREMONT, NE 68025-5070 MAP THIS ADDRESS |
| **Mailing Address:** | % NEPHROLOGY CARE LLC<br>310 E MILITARY AVE<br>FREMONT, NE 68025-5070 USA |
| **Status:** | IMPROVED |
| **Use:** | COMMERCIAL |
| **Zoning:** | COMMERCIAL |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 20,001 SF - 1.0 ACRE |
| **Map Area:** | FREMONT COM 12% IMP 2019 TERC ORDER |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT S10-1/2' LOTS 3 & 4 & ALL LOTS 5 & 6 BLK 115 & TLS 182-184<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270002086 Photo

1 / 2

## Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |

| | |
|---|---|
| TIF | NONE |
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $61,520 | $0 | $175,000 | $236,520 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $236,520 | $0 | $236,520 | 2.047225 | $4,842.14 | $0.00 | $0.00 | $246.34 | $4,595.80 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $61,520 | $0 | $175,000 | $236,520 |
| 2018 | $61,520 | $175,000 | $0 | $236,520 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Lump Sum | 22,260 | 0.510 |

## Residential Building Information

| Occupancy | Style | Year Built | Total Living Area |
|---|---|---|---|
| Detached Structures Only | | | |

## Commercial Building Information

| Occupancy | Year Built | Building Area |
|---|---|---|
| Office - General | 1880 | 2,381 |
| Office - General | 1880 | 877 |
| Office - General | 1940 | 480 |
| Office - General | 1940 | 56 |
| Office - General | 1940 | 56 |
| Office - General | 1880 | 112 |
| Office - General | 1880 | 2,385 |

## Yard Extra Information

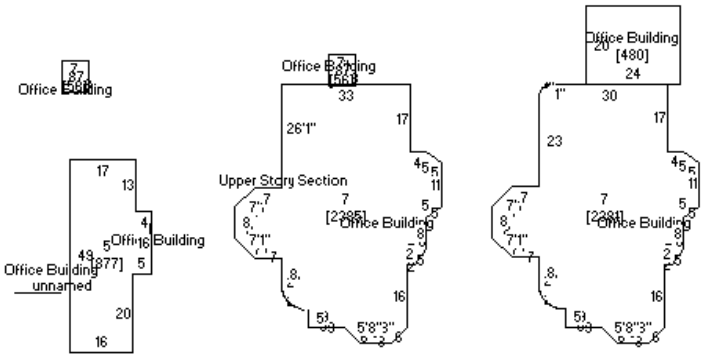
| Description | Item Count | Year Built |
|---|---|---|
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |

| | | |
|---|---|---|
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1980 |
| A Misc. Extra | 1 | 1970 |

## Sale Information

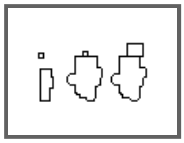
| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 12/20/2013 | $0 | 2 - ZONING AFFECTED | 2013 ~6805 |
| 08/14/2012 | $240,000 | 1 - LAND CONTRACT | 2012 ~4464 |
| 03/07/2005 | $0 | 999 - UNKNOWN | 2005 ~1540 |

## Sketch

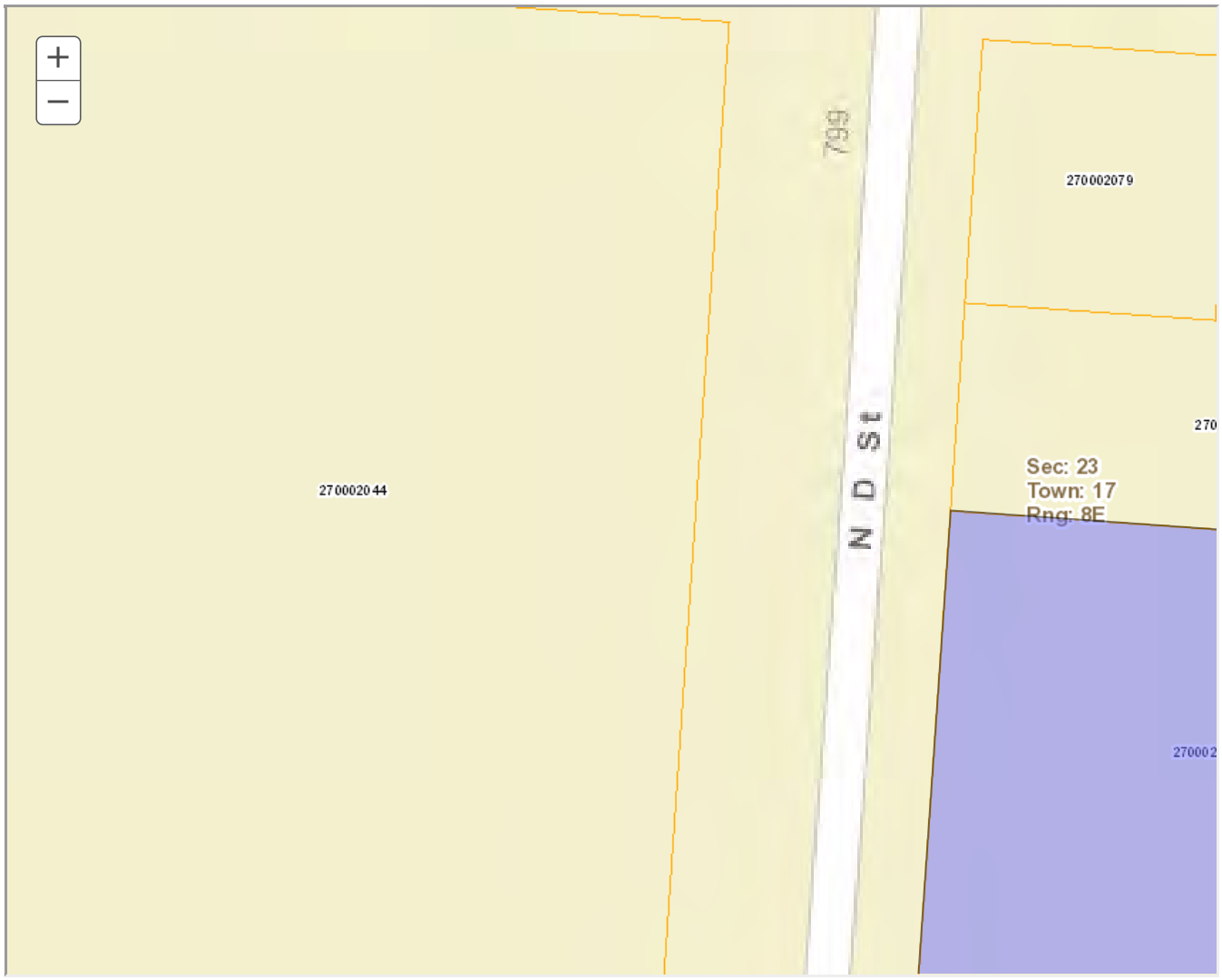



Sketch of Pin 270002086

1 / 4



## GIS Map Information


+
−
270002044
N D St
270002079
270
Sec: 23
Town: 17
Rng: 8E
270002

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>MAIN, KEVIN J & LESLIE L SHAFFER- |
| Exempt Property Address:<br>330 N MAIN, FREMONT, NE 68025 |
| Parcel ID #<br>270003990 |
| Owner Mailing Address:<br>1220 TIMBERWOODS DR, AMES, NE 68621-0000 USA |
| Telephone Number: |

**Select Only One**

☐ ☒

| **Single Family Residential Property** | or | **Combined Use Commercial** 100 90 |
|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? |
| | | Owner Occupied Living Space %: |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

1-27-20

Date

Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270003990 |
| **Computer ID:** | 1-2-1294- |
| **Deed Holder:** | MAIN, KEVIN J & LESLIE L SHAFFER- |
| **Property Address:** | 330 N MAIN<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | 1220 TIMBERWOODS DR<br>AMES, NE 68621-0000 USA |
| **Status:** | IMPROVED |
| **Use:** | COMMERCIAL |
| **Zoning:** | COMMERCIAL |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 1 SF - 10,000 SF |
| **Map Area:** | FREMONT COM 12% IMP 2019 TERC ORDER |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT S44' LOTS 3 & 4 BLK 174 & TL 330<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270003990 Photo

1 / 1

## Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |

| | |
|---|---|
| TIF | NONE |
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $30,890 | $113,126 | $0 | $144,016 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $144,016 | $0 | $144,016 | 2.047225 | $2,948.34 | $0.00 | $0.00 | $150.00 | $2,798.34 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $30,890 | $113,126 | $0 | $144,016 |
| 2018 | $30,890 | $101,005 | $0 | $131,895 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 6,864 | 0.160 |

## Commercial Building Information

| Occupancy | Year Built | Building Area |
|---|---|---|
| Store - Retail Small | 1909 | 12,296 |

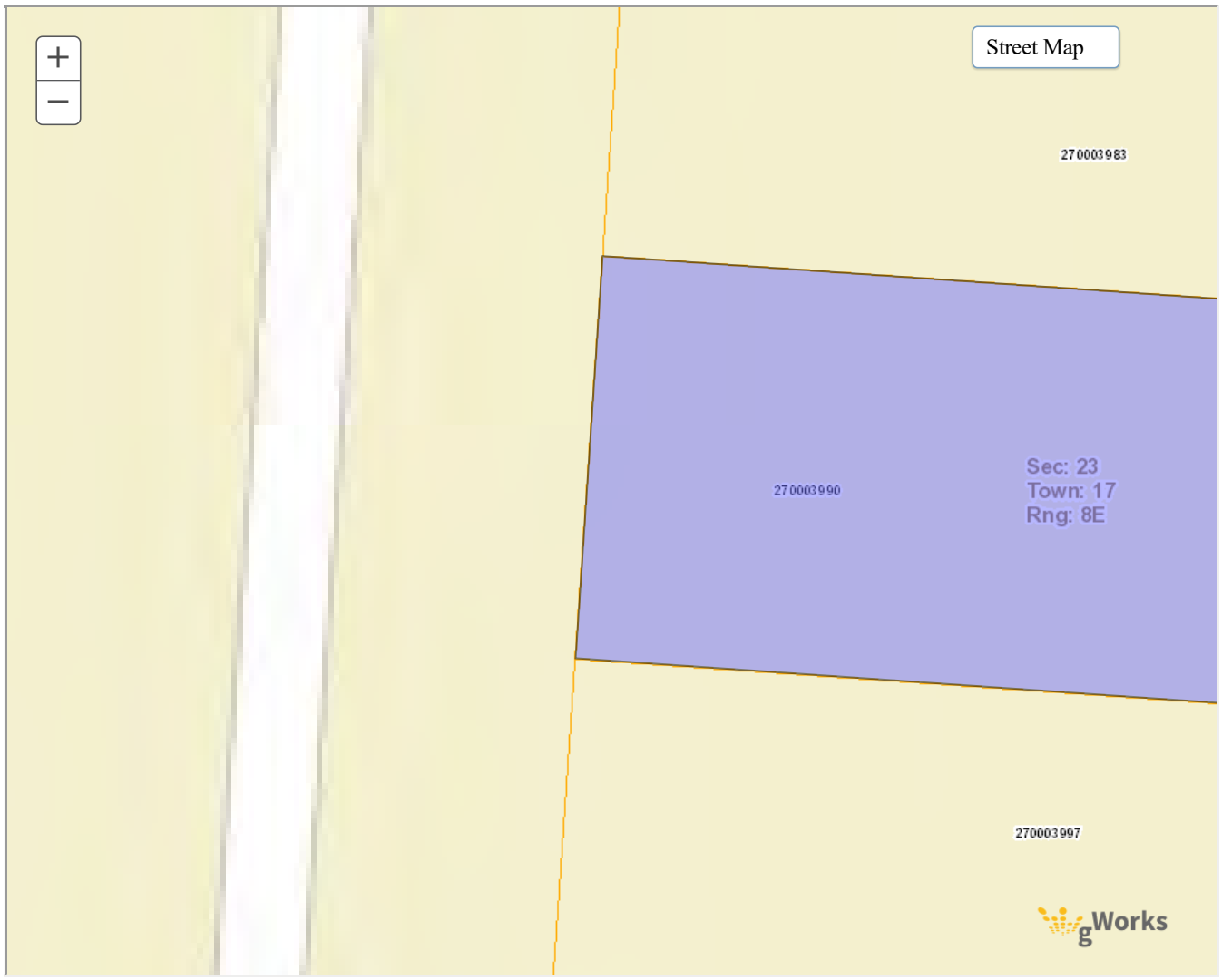
## Yard Extra Information

| Description | Item Count | Year Built |
|---|---|---|
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| Canopy | 1 | 1900 |

## Sale Information

| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 09/16/2013 | $0 | 2 - ZONING AFFECTED | 2013 ~5168 |
| 06/01/2006 | $210,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 2006 ~3517 |
| 04/27/2005 | $0 | 999 - UNKNOWN | 2005 ~5162 |
| 12/23/2004 | $0 | 999 - UNKNOWN | 2005 ~5161 |

## GIS Map Information


Street Map
270003983
270003990
Sec: 23
Town: 17
Rng: 8E
270003997
gWorks

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>% METRO PLAINS |
| Exempt Property Address:<br>734 N PARK, FREMONT, NE 68025 |
| Parcel ID #<br>270137142 |
| Owner Mailing Address:<br>1600 UNIVERSITY AVE W STE 212, SAINT PAUL |
| Telephone Number:<br>651-523-1233 |

**Select Only One**

☐ Neither - low income housing this tax raises rents on low-income families ☐

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

1-22-20

Date

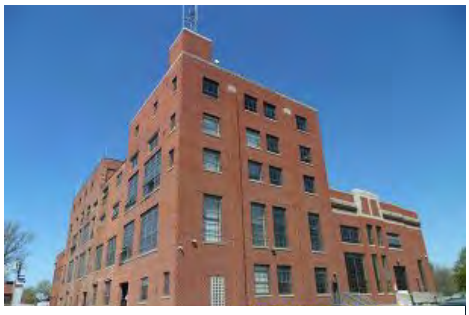
Jean Huwe

Printed Name of Applicant

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270137142 |
| **Computer ID:** | 1-2-606-2 |
| **Deed Holder:** | MDI LIMITED PARTNERSHIP #36 |
| **Property Address:** | 734 N PARK AVE<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | % METRO PLAINS<br>1600 UNIVERSITY AVE W STE 212<br>SAINT PAUL, MN 55104-3825 USA |
| **Status:** | IMPROVED |
| **Use:** | COMMERCIAL |
| **Zoning:** | COMMERCIAL |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 20,001 SF - 1.0 ACRE |
| **Map Area:** | 04101 FREMONT COMM OT |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT LOTS 1-4, VAC ALLEY BETWN LOTS 2 & 3 & N1/2 VAC ALLEY ADJ LOTS 1-4 BLK 113 (TIF)<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |



Pin 270137142 Photo

1 / 1

## Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |

| | |
|---|---|
| TIF | TIF-FREMONT MDI LTD PTNRSHP |
| Township | [EMPTY] |
| Master | 6666-TIF FREMONT MDI LTD |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $118,000 | $0 | $1,052,482 | $1,170,482 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $1,170,482 | $0 | $1,170,482 | 2.047225 | $23,962.42 | $0.00 | $0.00 | $1,219.04 | $22,743.38 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $118,000 | $0 | $1,052,482 | $1,170,482 |
| 2018 | $118,000 | $0 | $1,219,134 | $1,337,134 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 39,200 | 0.900 |

## Commercial Building Information

| Occupancy | Year Built | Building Area |
|---|---|---|
| Apartment | 1918 | 6,512 |
| Apartment | 1918 | 7,696 |
| Parking Structures | 1918 | 6,594 |
| Clubhouse | 1918 | 364 |

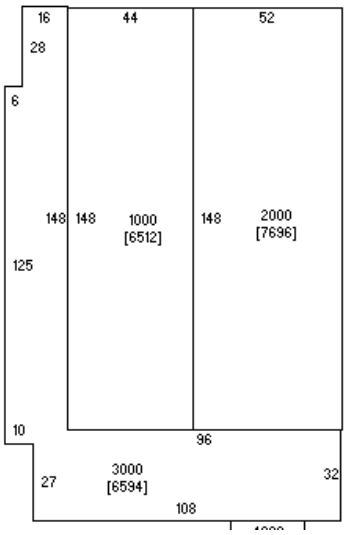
## Yard Extra Information

| Description | Item Count | Year Built |
|---|---|---|
| Elevator - Moving Stair | 1 | 1900 |

## Sale Information

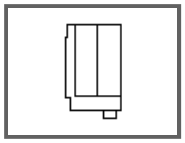
| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 11/07/2002 | $90,000 | 999 - UNKNOWN | 2002 ~8875 |

## Sketch

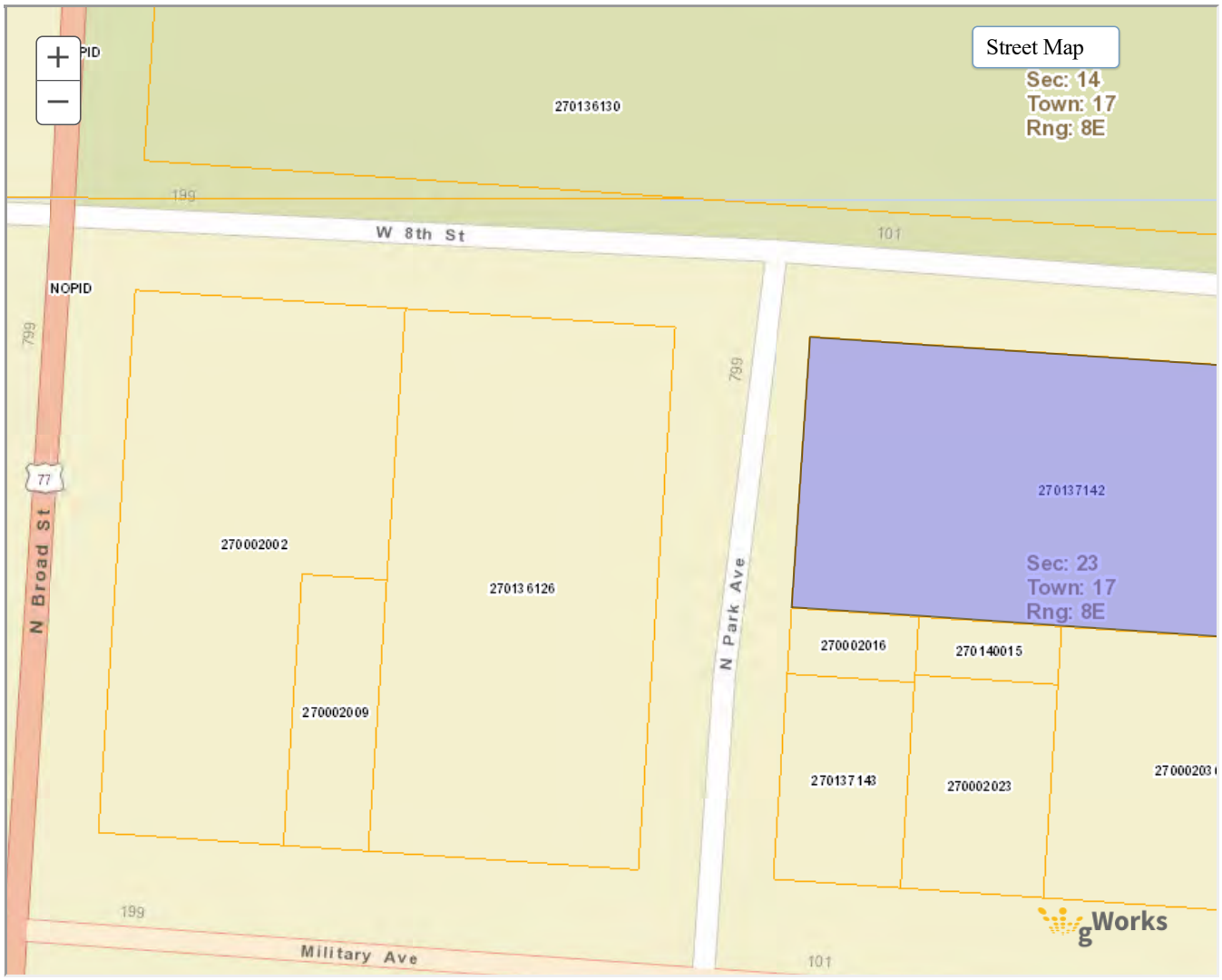



Sketch of Pin 270137142

1 / 1



## GIS Map Information


Street Map
Sec: 14
Town: 17
Rng: 8E
270136130
W 8th St
NOPID
N Broad St
77
N Park Ave
270002002
270136126
270002009
270137142
Sec: 23
Town: 17
Rng: 8E
270002016
270140015
270137143
270002023
Military Ave
gWorks

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>KNIPPLE, JOHN J (& VICKI M LONG |
| Exempt Property Address:<br>340 E 1ST, FREMONT, NE 68025 |
| Parcel ID #<br>270004732 |
| Owner Mailing Address:<br>1040 N GARDEN CITY RD, FREMONT, NE 68025-0000 USA |
| Telephone Number: |

**Select Only One**

☐ ☒

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | 100% Personal Storage |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

1-17-20
Date

John Knipple
Printed Name of Applicant

3

# Dodge County Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

| | |
|---|---|
| **Parcel Number:** | 270004732 |
| **Computer ID:** | 1-2-1520- |
| **Deed Holder:** | KNIPPLE, JOHN J (& VICKI M LONG |
| **Property Address:** | 340 E 1ST ST<br>FREMONT, NE 68025-0000 MAP THIS ADDRESS |
| **Mailing Address:** | 1040 N GARDEN CITY RD<br><br>FREMONT, NE 68025-0000 USA |
| **Status:** | IMPROVED |
| **Use:** | COMMERCIAL |
| **Zoning:** | COMMERCIAL |
| **Location:** | URBAN |
| **City Size:** | 12,001 - 100,000 |
| **Lot Size:** | 10,001 SF - 20,000 SF |
| **Map Area:** | FREMONT COM 12% IMP 2019 TERC ORDER |
| **Subdivision:** | 91005 ORIGINAL TOWN |
| **Sec-Twp-Rng:** | -- |
| **Lot-Block:** | - |
| **Assessor Location:** | FREMONT |
| **Legal Description:** | OT LOT 7 BLK 205 & TL 414<br>(NOT TO BE USED ON LEGAL DOCUMENTS) |
| **Property Report:** | PROPERTY REPORT (PDF FILE) |

Pin 270004732 Photo

1 / 1

## Taxing Districts

| District | Description |
|---|---|
| Ag Society | AG SOCIETY |
| City/Municipality | FREMONT |
| Community College | METRO COLLEGE |
| County | COUNTY |
| ESU | ESU #2 |
| Fire | NONE |
| JPA | NONE |
| NRD | NRD PLATTE |
| SID | NONE |
| School Bonds | F-1 SCHL BONDS |
| School Bonds 2 | F-1 SCHL BOND K-8 2000 |
| School District | 27-0001 FREMONT |

| | |
|---|---|
| TIF | NONE |
| Township | [EMPTY] |
| Master | 1-FREMONT CITY |

## Current Value Information

| Land Value | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|
| $45,900 | $29,098 | $0 | $74,998 |

## Tax Information

| Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax |
|---|---|---|---|---|---|---|---|---|
| $74,998 | $0 | $74,998 | 2.047225 | $1,535.42 | $0.00 | $0.00 | $78.10 | $1,457.32 |

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.
Please click link below for accurate Tax Information
Get Official Taxes

## Prior Year Value Information

| Year | Land | Dwelling Value | Improvement Value | Total Value |
|---|---|---|---|---|
| 2019 | $45,900 | $29,098 | $0 | $74,998 |
| 2018 | $45,900 | $25,980 | $0 | $71,880 |

More Years...

## Land Information

| Lot Type | Square Feet | Acres |
|---|---|---|
| Sq. Ft x Rate | 10,360 | 0.240 |

## Residential Building Information

| Occupancy | Style | Year Built | Total Living Area |
|---|---|---|---|
| Detached Structures Only | | | |

## Commercial Building Information

| Occupancy | Year Built | Building Area |
|---|---|---|
| Shop | 2002 | 1,500 |

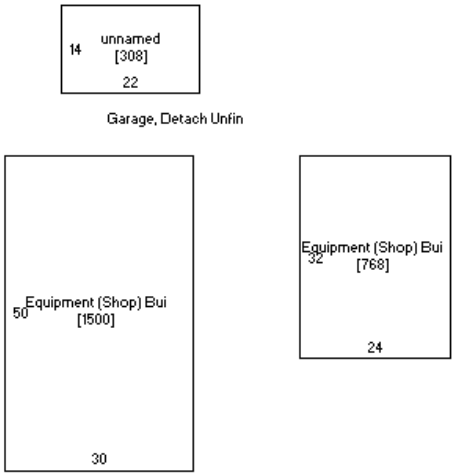
## Yard Extra Information

| Description | Item Count | Year Built |
|---|---|---|
| A Misc. Extra | 1 | 1900 |
| A Misc. Extra | 1 | 1900 |
| Paving - Concrete | 1 | 1900 |

## Sale Information

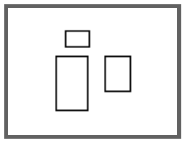
| Sale Date | Amount | Non-Useable Transaction Code | Recording |
|---|---|---|---|
| 08/03/2012 | $90,000 | 0 - NORMAL ARMS-LENGTH TRANSACTION | 2012 ~4148 |
| 08/03/2012 | $0 | 2 - ZONING AFFECTED | 2012 ~4149 |
| 05/25/2011 | $0 | 1 - LAND CONTRACT | 2011 ~2475 |
| 02/19/2008 | $0 | 999 - UNKNOWN | 2008 ~949 |
| 02/06/2008 | $120,000 | 999 - UNKNOWN | 2008 ~814 |

## Sketch




Sketch of Pin 270004732

1 / 1



## GIS Map Information

270004606
270004613
270004620
270132328
270139767
270004627
270004648
270004655
270004599
270004592
270004662
N D St
199
270004704
270004697
270004683
270004690
270004711
270004725
270004718
Sec: 23
Town: 17
Rng: 8E
1
301
E 1st St
NOPID
270137315

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>OLSON, DALE E, TREE |
| Exempt Property Address:<br>210 E 8TH, FREMONT, NE 68025 |
| Parcel ID #<br>270138374 |
| Owner Mailing Address:<br>103 LAKEVIEW RD, FREMONT, NE 68025-0000 USA |
| Telephone Number: |

**Select Only One**

☐ ☑

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | 0 % |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

1/26/20
Date

DALE E. OLSON
Printed Name of Applicant

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>EATING ESTABLISHMENT |
| Exempt Property Address:<br>640 N PARK, FREMONT, NE 68025 |
| Parcel ID #<br>270002240 |
| Owner Mailing Address:<br>8800 FIRETHORN LN STE 300, LINCOLN, NE 68520-1489 USA |
| Telephone Number: 402-423-2394 |

**Select Only One**

☐ ☒

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | -0- |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Dan Rudolph
Signature of Applicant

1-17-20
Date

DAN RUDOLPH
Printed Name of Applicant

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>FIRST STATE BANK |
| Exempt Property Address:<br>225 N MAIN, FREMONT, NE 68025 |
| Parcel ID #<br>270004424 |
| Owner Mailing Address:<br>PO BOX 549, FREMONT, NE 68026-0549 USA |
| Telephone Number: |

**Select Only One**

| | | | |
|---|---|---|---|
| ☐ | | ☒ | |
| **Single Family Residential Property** | or | **Combined Use Commercial** | |
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | 0% |
| | | Owner Occupied Living Space %: | 0% |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Chuck Johannsen President/CEO — 1/21/2020

Signature of Applicant — Date

Chuck Johannsen

Printed Name of Applicant

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>D & D INVESTMENT CO INC |
| Exempt Property Address:<br>240 E 5TH, FREMONT, NE 68025 |
| Parcel ID #<br>270003101 |
| Owner Mailing Address:<br>PO BOX 661, FREMONT, NE 68026-0661 USA |
| Telephone Number: 402 721 4664 |

**Select Only One**

☐ ☒

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | 0 |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Don Hinds
Signature of Applicant

1/17/20
Date

DON HINDS
Printed Name of Applicant

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>D & D INVESTMENT CO INC |
| Exempt Property Address: |
| Parcel ID #<br>270004039 |
| Owner Mailing Address:<br>PO BOX 661, FREMONT, NE 68026-0661 USA |
| Telephone Number: 402 721 4664 |

**Select Only One**

☐ ☑

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | 0 |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Don Hinds
Signature of Applicant

1/17/20
Date

DON HINDS
Printed Name of Applicant

4

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>VITEK, CONNIE JANE, Tree |
| Exempt Property Address:<br>132 E 6TH, FREMONT, NE 68025 |
| Parcel ID #<br>270002282 |
| Owner Mailing Address:<br>1647 W 10TH, FREMONT, NE 68025-0000 USA |
| Telephone Number: h. 402-721-9737 or 402-726-4431 w. |

**Select Only One**

☐ ☒

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | 0% none |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Connie Jane Vitek
Signature of Applicant

1/21/20
Date

Connie Jane Vitek
Printed Name of Applicant

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>MENN, RODGER J & DEBRA A |
| Exempt Property Address:<br>653 N MAIN, FREMONT, NE 68025 |
| Parcel ID #<br>270002219 |
| Owner Mailing Address:<br>1070 TIMBERWOOD DR, AMES, NE 68621-0000 USA |
| Telephone Number: |

**Select Only One**

☐ ☑

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | -0- |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Rodger Menn
Signature of Applicant

1-20-20
Date

Rodger Menn
Printed Name of Applicant

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>DOMINION CATALYST SERVICES INC |
| Exempt Property Address:<br>105 E 6TH, FREMONT, NE 68025 |
| Parcel ID #<br>270002940 |
| Owner Mailing Address:<br>1149 N H ST, FREMONT, NE 68025-4142 USA |
| Telephone Number: |

**Select Only One**

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

Date

Printed Name of Applicant

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>GEORGE, MARY H, Tree |
| Exempt Property Address:<br>439 N MAIN, FREMONT, NE 68025 |
| Parcel ID #<br>270003346 |
| Owner Mailing Address:<br>ROB GEORGE, 1941 E 16TH ST |
| Telephone Number: |

**Select Only One**

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

Date

Printed Name of Applicant

# Special Assessment Exemption Application Form

**Business Improvements District #1**

| |
|---|
| Owner Name/Business Name:<br>CORNER LINE LLC |
| Exempt Property Address:<br>453 N MAIN, FREMONT, NE 68025 |
| Parcel ID #<br>270003332 |
| Owner Mailing Address:<br>453 N MAIN ST, FREMONT, NE 68025-5059 USA |
| Telephone Number: |

**Select Only One**

| **Single Family Residential Property** | or | **Combined Use Commercial** | |
|---|---|---|---|
| 100% of the property is used as single family residential | | What percentage of the property is used by the owner for personal and family living space? | |
| | | Owner Occupied Living Space %: | |

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

Date

Printed Name of Applicant

# STAFF REPORT

TO: Board of Equalization

FROM: Tyler Ficken, City Clerk

DATE: February 25, 2020

SUBJECT: Nuisance Lien Atlantica, LLC

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Recommendation: Move to approve the Resolution 2020-001

---

**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** |
|---|---|---|
| Atlantica, LLC | Northside, Lot 13 Block 4 | $271.95 |

**Fiscal Impact:** +$271.95

7011 1570 0002 0234 7460

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

| | |
|---|---|
| Postage | $ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & Fees | $ |

FREMONT NE 68025
Postmark Here
SEP 30 2019
USPS

Sent To Atlantica LLC
Street, Apt. No.; or PO Box No. 18201 Cypress Plaza
City, State, ZIP+4 Jacksonville FL 32256

PS Form 3800, August 2006 See Reverse for Instructions

**RESOLUTION NO. 2020-001**

**A Resolution of the Board of Equalization of the City of Fremont Nebraska, levying a special tax and assessment in the amount of $271.95 against Lot 13, Block 4, Northside to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: Atlantica, LLC) to pay the costs of weed and debris removal and assessment.**

**Whereas,** the Chief Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as Lot 13, Block 4, Northside to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska in Dodge County, Nebraska, and

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

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

**NOW THEREFORE BE IT RESOLVED:** There is hereby levied and charged against Lot 13, Block 4, Northside to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: Atlantica, LLC) in Dodge County, Nebraska, a special assessment in the amount of $271.95 to pay the cost of nuisance removal and assessment.

PASSED AND APPROVED THIS 25th DAY OF FEBRUARY 2020.

_____
SCOTT GETZSCHMAN, CHAIRMAN

ATTEST:

_____
TYLER FICKEN, SECRETARY

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tina Walker, Library Director

DATE: February 25, 2020

SUBJECT: Keene Memorial Library Annual Report

---

**Recommendation:** Move to postpone the reporting to last meeting in April.

---

**Background:** Move to postpone the Annual Report for Keene Memorial Library for 2018-19 fiscal year. Due to needing more time after the State report is completed to get the annual report completed. Also due to short staffing.

**Fiscal Impact:** None

# STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Holzerland, Communications Director

DATE: February 25, 2020

SUBJECT: Agreement to add MACH mobile mapping to PSAP

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**Recommendation:** Approve Resolution 2020-038 to enter agreement with Nebraska State Patrol to subscribe to MACH mobile mapping product

---

**Background:** The Dodge County Sheriff office has entered in to an agreement with Nebraska State Patrol to use their mapping and automatic vehicle locator (AVL) software. In order for the PSAP to be able to monitor the AVL data, the software must also be installed in the PSAP.

**Fiscal Impact:** Not a budgeted expense. Total $288.00 per year.

This agreement is part of the combined City/County PSAP. The PSAP Governance Board approved the agreement on January 28, 2020 by a 4-0 vote.

# NEBRASKA STATE PATROL SOFTWARE SHARING AGREEMENT

This Agreement is made effective upon the signing by both parties, the Nebraska State Patrol, Lincoln, Nebraska, and the Fremont / Dodge 911 Communications.

In this Agreement, the party who is contracting to receive services is the Fremont / Dodge 911 Communications and shall be referred to as "Agency". The party who will be providing the services shall be referred to as "Nebraska State Patrol".

Nebraska State Patrol has licenses to use certain software systems, and is making these software systems available to other public safety agencies.

The Agency desires to have software services provided by the Nebraska State Patrol.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** The Nebraska State Patrol has several licenses for software systems that Nebraska State Patrol is allowed to sublicense for a public safety purpose. This agreement is for the purpose of allowing the use of these software systems. Particular systems selected by the Agency for use will be documented in Exhibit(s) at the end of this agreement.

**2. PAYMENT.** The Agency will pay a monthly or yearly fee as documented in the Exhibit(s). Number of accounts will be determined when this agreement is signed, and again on an annual basis as reflected in the Exhibit(s) for each software product. Such bills shall be paid promptly and in accordance with the Nebraska Prompt Payment Act. Should Nebraska State Patrol not be paid after two notices, and said payment is more than sixty days in arrears, services may be discontinued without further notice. Payment is for the technical infrastructure and not for the sublicenses.

**3. USE OF LICENSED SOFTWARE.** The Agency may use the licensed software systems for any official purpose relating to public safety or public utilities. The Agency shall make no use of the software other than is permitted by Nebraska State Patrol. The Agency shall not install the software on devices owned by the employee; the software may be installed only on devices owned by the agency. The Agency shall protect the confidentiality of the licensed software. The Agency shall not sublicense the software or permit any one to use the software except as provided in this agreement. The Agency agrees to provide an Information Technology Support contact, as well as hardware and equipment capable of operating the software. If the software allows access to Criminal Justice Information Systems (CJIS) data, the Agency agrees to abide by all other signed agreements and CJIS rules previously agreed to, as well as all privacy laws and regulations, both state and federal.

**4. SERVICES PROVIDED.** The Nebraska State Patrol will provide servers, databases, and storage to run the software systems selected. A redundant system will also operate in another location. The particular systems selected will be found in Exhibit(s) at the end of this agreement. The Nebraska State Patrol will provide the software, including subsequent releases. The Nebraska State Patrol will provide the software installation standards and limited remote support during business hours. Nebraska State Patrol will provide technical support for agency setup and on-going support as needed. This support will occur via telephone, e-mail, or remote support tool. Support will be provided to the Information Technology contact for the Agency. If there is a problem that is determined to be the software product, Nebraska State Patrol will make contact with the Vendor to resolve the issues. If the problem is hardware related, Nebraska State Patrol may offer suggestions, but resolution may be dependent on the Agency and their Information Technology contact.

**5. TERM/TERMINATION OR EXTENSION.** This agreement supersedes previously signed agreements; this agreement is effective on the date of the final signature below and remains in effect for a one-year term. This agreement shall automatically renew for additional terms of one year each. This Agreement may be terminated with or without cause by either party upon 30 days written notice to the other party. The terms of this agreement may only be revised or amended in writing by mutual agreement. A revision is not effective unless signed by personnel authorized to bind the two parties. Any revision becomes effective on the date of the last signature to the revision.

**6. RELATIONSHIP OF PARTIES.** Each party is responsible for the acts or omissions of its own agents and employees. Claims for tort damage against either party must be submitted and adjudicated in accordance with the Nebraska Tort Claims Act or applicable state law.

**7. THIRD PARTY RIGHTS.** This Agreement is not intended to confer or create any right or benefit for a third party.

**8. DISCLAIMER OF WARRANTIES.** The software provided is "as is" and "with all faults" without any warranty of any kind, express or implied, including but not limited to, warranties of non-infringement, performance, merchantability, or fitness for a particular purpose.

**9. CONFIDENTIALITY.** Nebraska State Patrol represents, and Agency agrees, that the software provided contains trade secrets of the vendor, which the Agency is under an obligation to protect, including without limitation algorithms, methods and structure and design elements. Such trade secrets are entrusted to the Agency only for use as expressly authorized by Section 3 herein. The Agency agrees to hold such trade secrets in confidence and will not decompile, reverse engineer, or "unlock" the licensed software provided by Nebraska State Patrol and the vendor. Any information received through this software provided may be exempt from Nebraska Public Record Act disclosure as investigative or tactical records developed by law enforcement or as information solely pertaining to the protection of the security and safety of persons on or within public property. Please contact Nebraska State Patrol Legal Division, prior to the release of any information under a Public Record Request. If a Legal Hold is required for litigation purposes, please notify Nebraska State Patrol Legal Division.

**10. MODIFICATION OF LICENSED SOFTWARE.** The Agency shall not modify, cause, or permit any other person to modify the licensed software.

**11. CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

**12. LIMITATION ON LIABILITY.** In no event shall Nebraska State Patrol be liable for any damages whatsoever (including, without limitation, indirect, incidental, special, or consequential damages, including loss of information, business interruption or other loss) arising out of this Agreement, even if Nebraska State Patrol is aware or has been advised of the possibility of such damages.

**13. BINDING EFFECT.** This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

**14. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**15. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**16. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Nebraska.

**17. DRUG FREE WORKPLACE POLICY.** The Agency certifies that it has a Drug Free Workplace Policy. Agency certifies that drug or alcohol use, delivery, or possession is not allowed by employees during work hours or at the work site and that disciplinary action will be taken against employees if this policy is not adhered to. Employees have been advised of this policy.

**18. CONTRACT COMPLIANCE PROGRAM.** The Agency certifies that it and all subcontractors do not discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap or age, and do not discriminate against employees or applicants for employment on the basis of race, color, religion, national origin, sex or otherwise qualified handicapped status.

**19. WORK ELIGIBILITY STATUS.** The Agency is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services 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 a newly hired employee.

**20. CAPACITY.** The undersigned person representing the Agency receiving services does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Agency to this agreement.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:
Fremont / Dodge 911 Communications

By: _____ Date: _____
Signature

Name and Title: _____

Party providing services:
Nebraska State Patrol

By: _____ Date: _____
Kevin M. Ryan, Captain
Administrative Services

**EXHIBIT A**
**MACH AGREEMENT**

Whereas the parties have an agreement to share software services, and whereas Fremont / Dodge 911 Communications desires to have access to the MACH software, pursuant to prior agreement executed on the 11 day of February, 2020 , the parties agree to the following terms and conditions:

**FEES**

The fee for MACH is $24 yearly per device and is pro-rated at the time of the execution of this agreement. Devices added or removed during the course of the year between reporting periods will not affect the rate. In subsequent years, the number of devices will be determined by the Nebraska State Patrol and billed in December. Payments shall comply with Section 2 of the prior agreement referenced above.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:
Fremont / Dodge 911 Communications

By: _____ Date: _____
Signature

Name and Title: _____

Party providing services:
Nebraska State Patrol

By: _____ Date: _____
Kevin M. Ryan, Captain
Administrative Services

**RESOLUTION NO. 2020-038**

**A Resolution of the City Council of the City of Fremont, Nebraska, to share software services with the Nebraska State Patrol**

**WHEREAS,** At least one of the responder agencies dispatched by Fremont/Dodge County PSAP are using MACH to map and monitor their emergency vehicles; and,

**WHEREAS,** The Fremont/Dodge County PSAP has a need to map and monitor the emergency vehicles they dispatch.

**WHEREAS,** The PSAP Governance Board recommended approval at the January 28, 2020 meeting by a 4-0 vote.

**NOW, THEREFORE BE IT RESOLVED,** the City Council of the City of Fremont agrees to enter in to the MACH software sharing agreement between the Fremont/Dodge County PSAP and the Nebraska State Patrol.

PASSED AND APPROVED THIS 25th day of February, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer Dam, Planning Director

DATE: February 25, 2020

SUBJECT: Hidden Brook Subdivision Agreement

---

**Recommendation:** Motion to Approve Hidden Brook Subdivision Agreement

---

**Background:**

Attached is the subdivision agreement for the Hidden Brook Subdivision.

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 install street signs and traffic control signals, if required, and the City will then pay for 50% of the cost.
- 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.

**HIDDEN BROOK**
**SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT (hereinafter referred to as "Agreement") is made this 11th day of February, 2020, by and between Mesner Development Co., a Nebraska corporation (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, 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 "_", 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 "_" 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 "_" and all Dedicated Streets.

D. **"Final Plat"** shall mean the final plan of the Brooks Hollow 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 "___".

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 "_";

(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 "_";

(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 "_";

(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 appropriate 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 incorporated under the laws of the State of Nebraska. Developer 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.

Commercial and Multifamily (apartment) Buildings: The City shall construct and install overhead primary (8000-volt & 13,800-volt) electric service, devices, and facilities to each commercial and multifamily (apartment) building in the Development Area. If the Developer requests underground primary (8000-volt & 13,800-volt) electric service, devices, and facilities, the Developer shall pay the City the cost difference in construction and installation costs between overhead and underground.

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 "_". 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 "_". 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 "__" 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) Construction Stormwater Management. Developer, its successors, or assigns shall be responsible for stormwater management during construction of Public Improvements per City requirements, as applicable.

(9) 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.

(10) Fire Hydrants. 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 "_".

(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 "_". 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: | Mesner Development Co.<br>1415 16th Street, PO Box 335<br>Central City, NE 68826 |
| With a Copy to: | |
| For City: | City Clerk<br>City of Fremont<br>400 E Military Ave<br>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 December 10,, 2019, by Resolution No. 2019-225 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 a two (2) years after the signing of this Agreement. The City Engineer may approve any extension of this time period.

U. 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:
Mesner Development Co.
a Nebraska corporation

_____
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 Mesner Development Co., a Nebraska corporation, 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: Jennifer L. Dam, AICP

DATE: February 25, 2020

SUBJECT: Annexation of Wholestone Farms

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**Recommendation:** Hold first reading of Ordinance 5527

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**Background:**

The Planning Commission held a public hearing on this request on February 18, 2020. They voted 6-0 to recommend approval to the City Council.

Heather Carver, on behalf of Wholestone Farms, is requesting annexation of their property into the City.

The property is contiguous to the city limits.

The property has been located in a County Industrial District, which prevented involuntary annexation in the past. Wholestone is asking Dodge County to be released from the County Industrial District. Dodge County is expected to release the areas from the industrial district at their February 26, 2020 meeting.

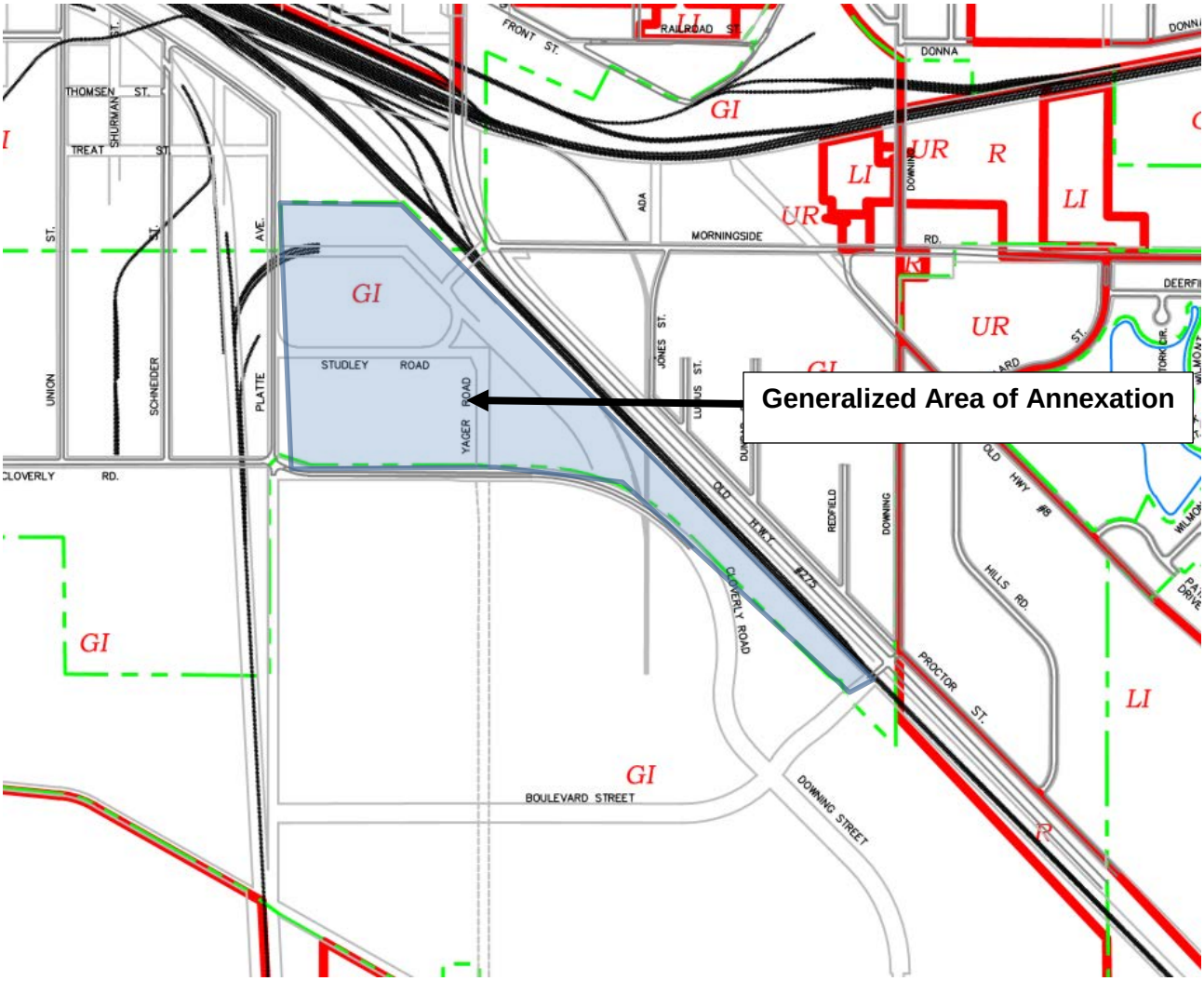
The parcels are within an area that has been designated as blighted and substandard, and for which a redevelopment plan has been approved.

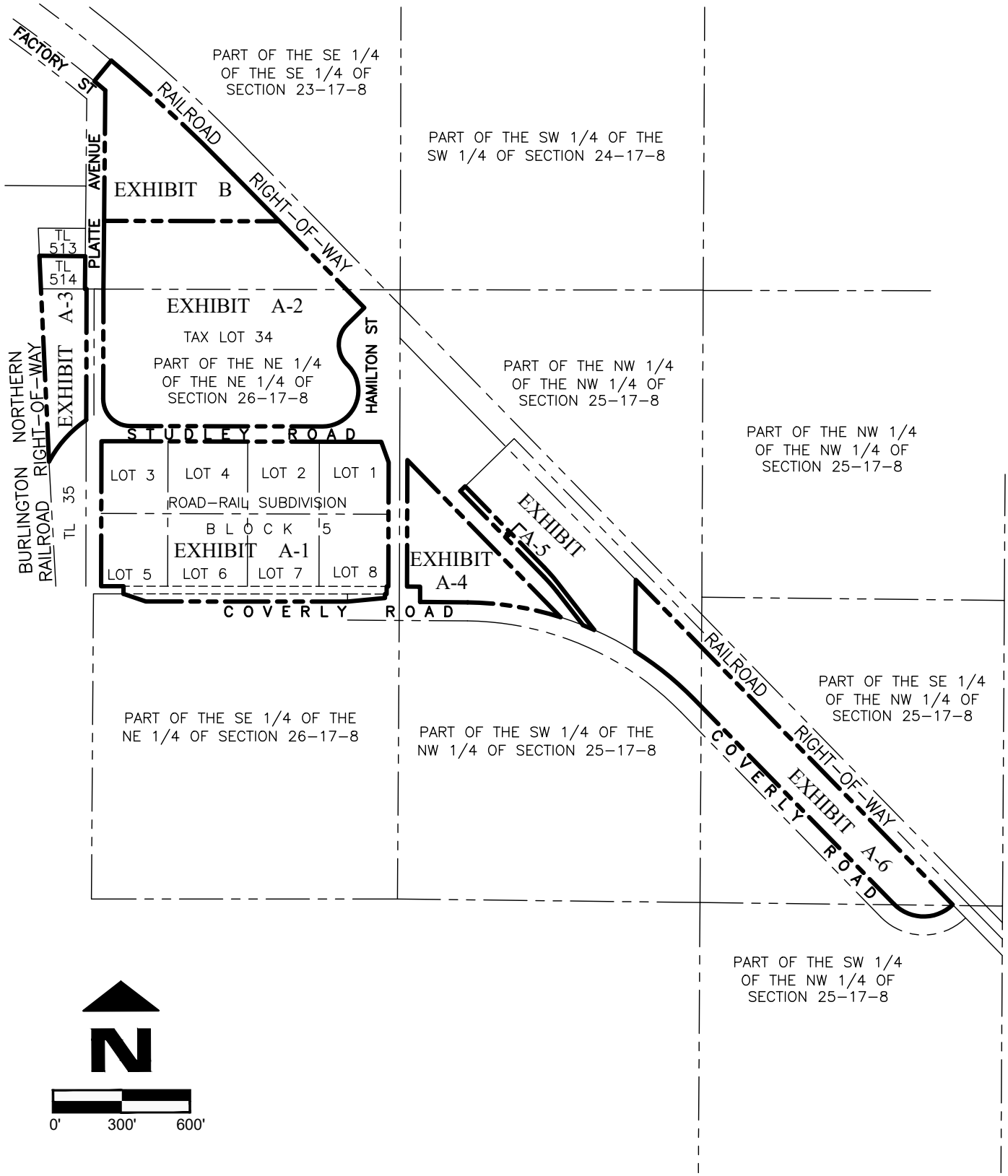
An amendment to the redevelopment plan is anticipated. This will allow Wholestone to upgrade and expand production at the facility.

Having the Wholestone Farms property in the city limits will have the long term impact of increasing the City's tax base.

This request is consistent with the Comprehensive Plan and State Statutes.

## Vicinity Map



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|---|---|---|---|
| TD2 engineering & surveying | Job Number: 200-20-1(EXcov)<br>thompson, dreessen & dorner, inc.<br>10836 Old Mill Rd<br>Omaha, NE 68154<br>p.402.330.8860 f.402.330.5866<br>td2co.com | Date: JANUARY 27, 2020<br>Drawn By: RJR<br>Reviewed By: JDW<br>Revision Date: | COVER SHEET<br>CLINE, WILLIAMS, WRIGHT, JOHNSON & OLDFATHER<br>Book<br>Page |

CITY OF FREMONT NEBRASKA

Planning Department
400 E. Military Ave.
Fremont, NE 68025
Phone: (402) 727-2636
Fax: (402) 727-2659
Web: www.fremontne.gov

# PETITION

**TO**, the City Council of the City of Fremont, Nebraska ("City")

**COMES NOW**, Chris Venteicher, owner, or duly authorized officer or agent of the owner, of the following described real estate ("Petitioner"), to wit:

See Attached Exhibit "A"

and respectfully requesting that the above described property be annexed into the City, and would respectfully show as follows:

1. That the above described property is within the extraterritorial jurisdiction of the City, and is adjacent to the present corporate limits of the City; and
2. That in order to protect the inhabitants of such property and to promote the orderly development of such property, such property should be annexed into the City, and by the execution hereof, the undersigned petitions the City Council to annex such property into the corporate limits of the City.

**WHERFORE, PREMISES CONSIDERED**, Petitioner requests these bodies to take the appropriate steps to annex this property.

(Signature) _____ 1/24/20 (Date)

**4835-0175-0193, v. 1**

**EXHIBIT "A" TO PETITION FOR ANNEXATION**
**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.

EXCEPTING THEREFROM THAT PORTION OF PARCEL 2 PREVIOUSLY ANNEXED TO THE CITY OF FREMONT, NEBRASKA AND LEGALLY DESCRIBED AS FOLLOWS:

THAT PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 23, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23;

THENCE S89°51'48"E (ASSUMED BEARING) 40.00 FEET ON THE SOUTH LINE OF SAID SE 1/4 TO THE EAST LINE OF PLATTE AVENUE;

THENCE N00°31'55"E 295.40 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SE 1/4 AND ON THE EAST LINE OF PLATTE AVENUE TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH LINE OF FREMONT CITY LIMITS;

THENCE CONTINUING N00°31'55"E 564.72 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SE 1/4 AND ON THE EAST LINE OF PLATTE AVENUE 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 A 6675.80 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 283.85 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY TO THE SOUTH LINE OF THE FREMONT CITY LIMITS;

THENCE N89°51'48"W 758.51 FEET ON THE SOUTH LINE OF THE FREMONT CITY LIMITS TO THE POINT OF BEGINNING.

CONTAINING 6.492 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

**ORDINANCE NO. 5527**

**AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ANNEXING BY VOLUNTARY PETITION PROPERTY GENERALLY DESCRIBED AS PARCELS OF LAND LOCATED IN SECTIONS 23, 25 AND 25, ALL IN TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA AND EXTENDING THE CORPORATE LIMITS TO INCLUDE SAID REAL ESTATE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** a voluntary petition for annexation 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 contiguous with the corporate limits, and is urban or suburban in character and not rural in character; and

**WHEREAS,** the City has determined that it is able to provide certain essential services, such as utilities, police and fire protection, for the subject property so that the inhabitants of said territory shall receive substantially the same services as other inhabitants of the City; and

**WHEREAS,** a public hearing on the proposed annexation was held by the Planning Commission on February 18, 2020, at which time the Commission unanimously recommended in favor of the proposed annexation; and

**WHEREAS,** the City Council held a public hearing on the proposed annexation on February 25, 2020; and,

**WHEREAS,** the City has determined that it is in compliance with pertinent annexation requirements of *Neb. Rev. Stat.* § 16-117;

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

**SECTION I: ANNEXATION.** That the following described real estate, contiguous and adjacent to the City of Fremont, Nebraska, urban or suburban in character and not rural in character, receiving material benefits and advantages from annexation to said City, to-wit for annexation into the City of Fremont's corporate limits be and the same is hereby included within the boundaries and territory of the City of Fremont, Nebraska and shall be included within the corporate limits of said City and become a part of said City for all purposes whatsoever, and the inhabitants of such addition shall be entitled to all the rights and privileges and be subject to all the laws, ordinances, rules and regulations of said City.

See Exhibit A attached below

**SECTION 2. REPEALER.** All ordinances made in conflict with this Ordinance are 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 31st DAY OF MARCH, 2020.**

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

**EXHIBIT "A" TO PETITION FOR ANNEXATION**

**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.

EXCEPTING THEREFROM THAT PORTION OF PARCEL 2 PREVIOUSLY ANNEXED TO THE CITY OF FREMONT, NEBRASKA AND LEGALLY DESCRIBED AS FOLLOWS:

THAT PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 23, T17N, R8E OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23;

THENCE S89°51'48"E (ASSUMED BEARING) 40.00 FEET ON THE SOUTH LINE OF SAID SE 1/4 TO THE EAST LINE OF PLATTE AVENUE;

THENCE N00°31'55"E 295.40 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SE 1/4 AND ON THE EAST LINE OF PLATTE AVENUE TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH LINE OF FREMONT CITY LIMITS;

THENCE CONTINUING N00°31'55"E 564.72 FEET ON A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SE 1/4 AND ON THE EAST LINE OF PLATTE AVENUE 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 A 6675.80 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 283.85 FEET ON THE SOUTHERLY LINE OF THE RAILROAD RIGHT-OF-WAY TO THE SOUTH LINE OF THE FREMONT CITY LIMITS;

THENCE N89°51'48"W 758.51 FEET ON THE SOUTH LINE OF THE FREMONT CITY LIMITS TO THE POINT OF BEGINNING.

CONTAINING 6.492 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

# STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** Jody Sanders, CPA, Director of Finance

**DATE:** February 25, 2020

**SUBJECT:** Claims

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**Recommendation:** Move to approve February 12 through February 25, 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.

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**Background**: Council will review claims via email February 21, 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 March 5, 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 | $ 1,198,687.92 |
| | Utility funds claims total | $ 1,609,755.25 |
| | Total of all claims | $ 2,808,443.17 |

PREPARED 02/10/2020 10:24:41 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 02102020 SHEETSJ

PAYMENT TYPES

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

VOUCHER SELECTION CRITERIA

| | |
|---|---|
| Voucher/discount due date | 02/12/2020 |
| 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 | 2020/05 |
| Payment date | 02/12/2020 |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 9999999 | 00 | SWARTZ, WYATT | | | | | | | |
| 020620 SWARTZ | | 000213 | | 00 | 02/10/2020 | 001-0000-201.00-00 | WYATT SWARTZ 02/06/20 PR | 100.00 | |
| | | | | | | | VENDOR TOTAL * | 100.00 | |
| | | | | 00 | General Fund | | BANK TOTAL * | 100.00 | |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0003370 | 00 | BLUE CROSS BLUE SHIELD OF NEBRASKA | | | | | | | |
| 02/07/20 | | MANUAL000206 | | 01 | 02/07/2020 | 060-0660-442.70-01 | 01/22/20-01/31/20 | CHECK #: 101291 | 63,021.72 |
| 02/07/20 | | MANUAL000207 | | 01 | 02/07/2020 | 060-0660-443.70-01 | 01/22/20-01/31/20 | CHECK #: 101291 | 6,842.38 |
| | | | | | | | VENDOR TOTAL * | .00 | 69,864.10 |
| | | | | 01 | Employee Benefits | | BANK TOTAL * | .00 | 69,864.10 |

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 0001067 | 00 | DODGE COUNTY TITLE & ESCROW CO LLC | | | | | | | | |
| 020420 | | PI2327 | | 02 | 02/12/2020 | 011-2059-465.20-99 | BLANKET PURCHASE ORDER | CHECK #: | 4537 | 26.00- |
| 020420 | | PI2327 | | 02 | 02/12/2020 | 011-2059-465.20-99 | BLANKET PURCHASE ORDER | | 26.00 | |
| 15882 | | PI2206 | | 02 | 02/12/2020 | 011-2059-465.20-99 | BLANKET PURCHASE ORDER | CHECK #: | 4537 | 662.00- |
| | | | | | | | VENDOR TOTAL * | | 26.00 | 688.00- |
| 0001067 | 00 | DODGE COUNTY TITLE & ESCROW CO LLC,CK GRP-1 | | | | | | | | |
| 15882 | | PI2206 | | 02 | 02/12/2020 | 011-2059-465.20-99 | BLANKET PURCHASE ORDER | | 662.00 | |
| | | | | | | | VENDOR TOTAL * | | 662.00 | |
| | | | | 02 | Special Revenue | | BANK TOTAL * | | 688.00 | 688.00- |
| | | | | | | | HAND ISSUED TOTAL *** | | | 69,176.10 |
| | | | | | | | TOTAL EXPENDITURES **** | | 788.00 | 69,176.10 |
| | | | | | | | GRAND TOTAL ********** | | | 69,964.10 |

PREPARED 02/20/2020 8:34:33 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 02202020 SHEETSJ

PAYMENT TYPES

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

VOUCHER SELECTION CRITERIA

| | |
|---|---|
| Voucher/discount due date | 02/20/2020 |
| 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 | 2020/05 |
| Payment date | 02/20/2020 |

| 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 | | | | | | | |
| 20200220 | | PR0220 | | 00 | 02/20/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | EFT: | 108,343.39 |
| | | | | | | | VENDOR TOTAL * | .00 | 108,343.39 |
| 0004234 | 00 | DEPARTMENT OF UTILITIES C S | | | | | | | |
| 20200220 | | PR0220 | | 00 | 02/20/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | EFT: | 1,475.41 |
| | | | | | | | VENDOR TOTAL * | .00 | 1,475.41 |
| 0005193 | 00 | DEPARTMENT OF UTILITIES PAYROLL | | | | | | | |
| 20200220 | | PR0220 | | 00 | 02/20/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | EFT: | 65,099.65 |
| | | | | | | | VENDOR TOTAL * | .00 | 65,099.65 |
| 0003226 | 00 | FRATERNAL ORDER OF POLICE #37 | | | | | | | |
| 20200206 | | PR0206 | | 00 | 02/20/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 870.00 | |
| 20200220 | | PR0220 | | 00 | 02/20/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 870.00 | |
| | | | | | | | VENDOR TOTAL * | 1,740.00 | |
| 0004005 | 00 | GENERAL SERVICE BUREAU INC | | | | | | | |
| 20200220 | | PR0220 | | 00 | 02/20/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 283.82 | |
| | | | | | | | VENDOR TOTAL * | 283.82 | |
| 0004629 | 00 | INTERNAL REVENUE SERVICE **EFT** | | | | | | | |
| 20200220 | | PR0220 | | 00 | 02/20/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 79,246.16 | |
| | | | | | | | VENDOR TOTAL * | 79,246.16 | |
| 0006970 | 00 | INTL ASSN OF FIREFIGHTERS | | | | | | | |
| 20200220 | | PR0220 | | 00 | 02/20/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | EFT: | 893.51 |
| | | | | | | | VENDOR TOTAL * | .00 | 893.51 |
| 0005477 | 00 | LAUGHLIN TRUSTEE, KATHLEEN A | | | | | | | |
| 20200220 | | PR0220 | | 00 | 02/20/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 1,076.00 | |
| | | | | | | | VENDOR TOTAL * | 1,076.00 | |
| 0003205 | 00 | NEBRASKA PUBLIC EMPLOYEES LOCAL 251 | | | | | | | |
| 20200206 | | PR0206 | | 00 | 02/20/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 475.00 | |
| 20200220 | | PR0220 | | 00 | 02/20/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 475.00 | |
| | | | | | | | VENDOR TOTAL * | 950.00 | |
| 0005513 | 00 | UNITED STATES TREASURY - PR | | | | | | | |
| 20200220 | | PR0220 | | 00 | 02/20/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 417.09 | |
| | | | | | | | VENDOR TOTAL * | 417.09 | |
| | | 00 General Fund | | | | | BANK TOTAL * | 83,713.07 | 175,811.96 |

| 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 | | | | | | | |
| 02/10/20 | | MANUAL000209 | | 01 | 02/10/2020 | 060-0660-442.70-01 | 02/01/20-02/04/20 | CHECK #: 101292 | 3,602.62 |
| 02/13/20 | | MANUAL000216 | | 01 | 02/13/2020 | 060-0660-442.70-01 | 02/13/20-02/11/20 | CHECK #: 101295 | 83,175.54 |
| 02/13/20 | | MANUAL000216 | | 01 | 02/13/2020 | 060-0660-443.70-01 | 02/13/20-02/11/20 | CHECK #: 101295 | 349.80 |
| 02/17/20 | | MANUAL000218 | | 01 | 02/17/2020 | 060-0660-442.70-03 | 01/20 ADMIN FEES | CHECK #: 101297 | 11,943.40 |
| 02/17/20 | | MANUAL000219 | | 01 | 02/17/2020 | 060-0660-443.70-03 | 01/20 ADMIN FEES | CHECK #: 101297 | 1,060.80 |
| 02/17/20 | | MANUAL000220 | | 01 | 02/17/2020 | 060-0660-442.70-05 | 01/20 ADMIN FEES | CHECK #: 101297 | 73.00 |
| 02/17/20 | | MANUAL000221 | | 01 | 02/17/2020 | 060-0660-442.70-02 | 01/20 ADMIN FEES | CHECK #: 101297 | 36,646.82 |
| | | | | | | | VENDOR TOTAL * | .00 | 136,851.98 |
| 0006845 | 00 | ROCKY MOUNTAIN RESERVE LLC | | | | | | | |
| 02/10/20 | | MANUAL000211 | | 01 | 02/10/2020 | 060-0660-444.70-01 | 02/03/20-02/09/20 | CHECK #: 101293 | 4,064.16 |
| 02/17/20 | | MANUAL000217 | | 01 | 02/17/2020 | 060-0660-444.70-01 | 02/10/20-02/16/20 | CHECK #: 101296 | 6,240.89 |
| | | | | | | | VENDOR TOTAL * | .00 | 10,305.05 |
| 0006707 | 00 | TRISTAR RISK MANAGEMENT | | | | | | | |
| 109286 | | MANUAL 000214 | | 01 | 02/11/2020 | 061-0000-101.12-00 | 01/31/20 CLAIMS | CHECK #: 101294 | 28,401.01 |
| | | | | | | | VENDOR TOTAL * | .00 | 28,401.01 |
| | | | | 01 | Employee Benefits | | BANK TOTAL * | .00 | 175,558.04 |
| | | | | | | | HAND ISSUED TOTAL *** | | 175,558.04 |
| | | | | | | | EFT/EPAY TOTAL *** | | 175,811.96 |
| | | | | | | | TOTAL EXPENDITURES **** | 83,713.07 | 351,370.00 |
| | | | | | | | GRAND TOTAL ********** | | 435,083.07 |

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

Final Total 240,698.97 Count 173

PREPARED 02/20/2020 10:21:43 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 02202020 SHEETSJ

PAYMENT TYPES

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

VOUCHER SELECTION CRITERIA

| | |
|---|---|
| Voucher/discount due date | 02/26/2020 |
| 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 | 2020/05 |
| Payment date | 02/26/2020 |

| 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 | | | | | | | |
| 117307/3 | | PI2465 | 038538 | 00 | 02/26/2020 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 13.48 | |
| 117211/3 | | PI2331 | 038538 | 00 | 02/26/2020 | 012-2025-431.30-79 | BLANKET PURCHASE ORDER | 19.16 | |
| 117297/3 | | PI2427 | 038538 | 00 | 02/26/2020 | 012-2025-431.30-79 | BLANKET PURCHASE ORDER | 7.59 | |
| | | | | | | | VENDOR TOTAL * | 40.23 | |
| 0002923 | 00 | ACKER EXCAVATING, DOYLE | | | | | | | |
| 473 | | PI2361 | 038763 | 00 | 02/26/2020 | 012-2025-431.20-95 | FIELD PURCHASE ORDER | 3,640.00 | |
| | | | | | | | VENDOR TOTAL * | 3,640.00 | |
| 0006585 | 00 | ALL ACCESS EQUIPMENT LLC | | | | | | | |
| 00000688 | | PI2458 | 039269 | 00 | 02/26/2020 | 001-2027-452.20-99 | GENERAL | 20.00 | |
| 00000688 | | PI2459 | 039269 | 00 | 02/26/2020 | 001-2027-452.30-56 | GENERAL | 203.00 | |
| | | | | | | | VENDOR TOTAL * | 223.00 | |
| 0006871 | 00 | ANDERSON SOFTWARE LLC | | | | | | | |
| INV5142 | | PI2393 | 039258 | 00 | 02/26/2020 | 001-1209-421.20-93 | GENERAL | 600.00 | |
| | | | | | | | VENDOR TOTAL * | 600.00 | |
| 0003298 | 00 | AUTOZONE INC | | | | | | | |
| 1652223893 | | PI2332 | 038541 | 00 | 02/26/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 146.66 | |
| | | | | | | | VENDOR TOTAL * | 146.66 | |
| 0004311 | 00 | BAUER BUILT INC | | | | | | | |
| 880072178 | | PI2333 | 038542 | 00 | 02/26/2020 | 001-1209-421.20-60 | BLANKET PURCHASE ORDER | 14.00 | |
| 880072178 | | PI2334 | 038542 | 00 | 02/26/2020 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 6.00 | |
| 880073062 | | PI2335 | 038542 | 00 | 02/26/2020 | 001-1209-421.20-60 | BLANKET PURCHASE ORDER | 14.00 | |
| 880073062 | | PI2336 | 038542 | 00 | 02/26/2020 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 6.00 | |
| 880073262 | | PI2337 | 038542 | 00 | 02/26/2020 | 012-2025-431.20-60 | BLANKET PURCHASE ORDER | 15.00 | |
| 880073262 | | PI2338 | 038542 | 00 | 02/26/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 5.00 | |
| | | | | | | | VENDOR TOTAL * | 60.00 | |
| 0004035 | 00 | BOMGAARS SUPPLY INC | | | | | | | |
| 16502302 | | PI2339 | 038543 | 00 | 02/26/2020 | 001-2027-452.30-33 | BLANKET PURCHASE ORDER | 75.69 | |
| 16503997 | | PI2467 | 038543 | 00 | 02/26/2020 | 001-2027-452.30-52 | BLANKET PURCHASE ORDER | 18.88 | |
| 16502391 | | PI2340 | 038543 | 00 | 02/26/2020 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 16.47 | |
| 16503679 | | PI2466 | 038543 | 00 | 02/26/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 99.96 | |
| | | | | | | | VENDOR TOTAL * | 211.00 | |
| 0006758 | 00 | BOUND TO STAY BOUND BOOKS INC | | | | | | | |
| 132549 | | PI2504 | 038660 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 377.48 | |
| | | | | | | | VENDOR TOTAL * | 377.48 | |
| 0003427 | 00 | BRODART CO | | | | | | | |
| 549499 | | PI2378 | 039198 | 00 | 02/26/2020 | 001-2031-455.30-31 | GENERAL | 58.54 | |
| B5852449 | | PI2480 | 038650 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 374.03 | |
| B5854265 | | PI2481 | 038650 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 108.65 | |
| B5854379 | | PI2482 | 038650 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 109.68 | |
| B5857404/CM'S | | PI2483 | 038650 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 151.99 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0003427 | 00 | BRODART CO | | | | | | | |
| B5857440 | | PI2484 | 038650 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 244.12 | |
| B5860608 | | PI2485 | 038650 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 565.94 | |
| B5860714 | | PI2486 | 038650 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 351.46 | |
| | | | | | | | VENDOR TOTAL * | 1,964.41 | |
| 0006534 | 00 | CAPPEL AUTO SUPPLY INC | | | | | | | |
| 2634-00-012568 | | PI2350 | 038573 | 00 | 02/26/2020 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 21.00 | |
| 2634-00-013051 | | PI2438 | 038573 | 00 | 02/26/2020 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 60.84 | |
| 2634-00-012296 | | PI2344 | 038573 | 00 | 02/26/2020 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 119.98 | |
| 2634-00-012302 | | PI2345 | 038573 | 00 | 02/26/2020 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 446.98 | |
| 2634-00-012346 | | PI2346 | 038573 | 00 | 02/26/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 39.58 | |
| 2634-00-012480 | | PI2347 | 038573 | 00 | 02/26/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 127.68 | |
| 2634-00-012487 | | PI2348 | 038573 | 00 | 02/26/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 66.43 | |
| 2634-00-012516 | | PI2349 | 038573 | 00 | 02/26/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 18.99 | |
| 2634-00-012735 | | PI2351 | 038573 | 00 | 02/26/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 63.15 | |
| 2634-00-012905 | | PI2352 | 038573 | 00 | 02/26/2020 | 012-2025-431.30-33 | BLANKET PURCHASE ORDER | 34.49 | |
| 2634-00-013108 | | PI2474 | 038573 | 00 | 02/26/2020 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 99.84 | |
| 2634-00-013108 | | PI2475 | 038573 | 00 | 02/26/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 64.08 | |
| 2634-00-013207 | | PI2476 | 038573 | 00 | 02/26/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 94.52 | |
| | | | | | | | VENDOR TOTAL * | 1,257.56 | |
| 0005030 | 00 | CENTER POINT LARGE PRINT | | | | | | | |
| 1758250 | | PI2493 | 038652 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 497.34 | |
| | | | | | | | VENDOR TOTAL * | 497.34 | |
| 0005808 | 00 | CENTURYLINK | | | | | | | |
| 70532165R | | PI2513 | 039301 | 00 | 02/26/2020 | 001-1209-421.20-11 | GENERAL | 10.94 | |
| 70532165R | | PI2514 | 039301 | 00 | 02/26/2020 | 001-1209-421.30-31 | GENERAL | 428.97 | |
| | | | | | | | VENDOR TOTAL * | 439.91 | |
| 0002675 | 00 | CENTURYLINK (QWEST) | | | | | | | |
| 402D250330 | 0220 | PI2353 | 038575 | 00 | 02/26/2020 | 001-1015-415.20-12 | BLANKET PURCHASE ORDER | 80.76 | |
| | | | | | | | VENDOR TOTAL * | 80.76 | |
| 0006934 | 00 | CHEEVER CONSTRUCTION COMPANY | | | | | | | |
| #6 | | PI2464 | 038468 | 00 | 02/26/2020 | 001-2026-451.40-13 | GENERAL | 233,659.80 | Auditorium renovations progress payment |
| | | | | | | | VENDOR TOTAL * | 233,659.80 | |
| 0001024 | 00 | CHRISTENSEN LUMBER INC | | | | | | | |
| CLC00561339-001 | | PI2341 | 038544 | 00 | 02/26/2020 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 192.09 | |
| | | | | | | | VENDOR TOTAL * | 192.09 | |
| 0005994 | 00 | CONSOLIDATED MANAGEMENT CO | | | | | | | |
| 217919 | | PI2373 | 038986 | 00 | 02/26/2020 | 001-1209-421.20-13 | GENERAL | 194.72 | |
| 217961 | | PI2450 | 038986 | 00 | 02/26/2020 | 001-1209-421.20-13 | GENERAL | 177.24 | |
| 217997 | | PI2508 | 038986 | 00 | 02/26/2020 | 001-1209-421.20-13 | GENERAL | 190.78 | |
| | | | | | | | VENDOR TOTAL * | 562.74 | |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0001885 | 00 | CORNHUSKER INTL TRUCKS - OMAHA | | | | | | | |
| 2563696 | | PI2388 | 039240 | 00 | 02/26/2020 | 012-2025-431.30-63 | FIELD PURCHASE ORDER | 39.58 | |
| | | | | | | | VENDOR TOTAL * | 39.58 | |
| 0006878 | 00 | CRIMINAL ADDICTION INC | | | | | | | |
| 2020 BERANEK | | PI2375 | 039147 | 00 | 02/26/2020 | 001-1209-421.20-13 | GENERAL | 300.00 | |
| | | | | | | | VENDOR TOTAL * | 300.00 | |
| 0001643 | 00 | CULLIGAN OF OMAHA | | | | | | | |
| 970192 | | PI2479 | 038638 | 00 | 02/26/2020 | 001-1209-421.20-99 | GENERAL | 48.00 | |
| | | | | | | | VENDOR TOTAL * | 48.00 | |
| 0006660 | 00 | CUMMINS SALES AND SERVICE | | | | | | | |
| J3-68151 | | PI2382 | 039216 | 00 | 02/26/2020 | 012-2025-431.30-63 | FIELD PURCHASE ORDER | 107.01 | |
| | | | | | | | VENDOR TOTAL * | 107.01 | |
| 0005074 | 00 | D&D COMMUNICATIONS (FIRST WIRELESS) | | | | | | | |
| 111328 | | PI2386 | 039228 | 00 | 02/26/2020 | 001-1209-421.20-11 | GENERAL | 16.00 | |
| 111328 | | PI2387 | 039228 | 00 | 02/26/2020 | 001-1209-421.30-65 | GENERAL | 810.00 | |
| | | | | | | | VENDOR TOTAL * | 826.00 | |
| 0003493 | 00 | DEMCO INC | | | | | | | |
| 6761367 | | PI2379 | 039207 | 00 | 02/26/2020 | 001-2031-455.30-31 | GENERAL | 229.62 | |
| 6761367 | | PI2380 | 039207 | 00 | 02/26/2020 | 001-2031-455.30-79 | GENERAL | 38.22 | |
| | | | | | | | VENDOR TOTAL * | 267.84 | |
| 0001063 | 00 | DIAMOND VOGEL PAINT CENTER | | | | | | | |
| 522169091 | | PI2428 | 038547 | 00 | 02/26/2020 | 001-2029-451.30-49 | BLANKET PURCHASE ORDER | 77.18 | |
| | | | | | | | VENDOR TOTAL * | 77.18 | |
| 0001511 | 00 | DON'S PIONEER UNIFORM | | | | | | | |
| 64314 | | PI2363 | 038869 | 00 | 02/26/2020 | 001-1209-421.30-52 | GENERAL | 17.95 | |
| 64315 | | PI2364 | 038885 | 00 | 02/26/2020 | 001-1209-421.30-52 | GENERAL | 17.95 | |
| 64299 | | PI2365 | 038908 | 00 | 02/26/2020 | 001-1209-421.20-11 | GENERAL | 7.75 | |
| 64299 | | PI2366 | 038908 | 00 | 02/26/2020 | 001-1209-421.30-52 | GENERAL | 99.95 | |
| 64316 | | PI2367 | 038908 | 00 | 02/26/2020 | 001-1209-421.30-52 | GENERAL | 35.90 | |
| 64300 | | PI2368 | 038934 | 00 | 02/26/2020 | 001-1209-421.30-52 | GENERAL | 93.90 | |
| 64301 | | PI2369 | 038939 | 00 | 02/26/2020 | 001-1209-421.20-11 | GENERAL | 7.75 | |
| 64301 | | PI2370 | 038939 | 00 | 02/26/2020 | 001-1209-421.30-52 | GENERAL | 99.95 | |
| 64317 | | PI2371 | 038939 | 00 | 02/26/2020 | 001-1209-421.20-11 | GENERAL | 12.69 | |
| 64317 | | PI2372 | 038939 | 00 | 02/26/2020 | 001-1209-421.30-52 | GENERAL | 17.95 | |
| | | | | | | | VENDOR TOTAL * | 411.74 | |
| 0003087 | 00 | EAKES OFFICE SOLUTIONS | | | | | | | |
| 7960110-0 | | PI2394 | 039266 | 00 | 02/26/2020 | 001-2031-455.30-31 | GENERAL | 195.54 | |
| | | | | | | | VENDOR TOTAL * | 195.54 | |
| 0006061 | 00 | ELEMETAL FABRICATION LLC | | | | | | | |
| 16036 | | PI2473 | 038561 | 00 | 02/26/2020 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 243.43 | |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0006061 | 00 | ELEMETAL FABRICATION LLC | | | | | | | |
| 15722 | | PI2374 | 039121 | 00 | 02/26/2020 | 012-2025-431.30-63 | FIELD PURCHASE ORDER | 718.70 | |
| 15910 | | PI2472 | 038561 | 00 | 02/26/2020 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 223.21 | |
| | | | | | | | VENDOR TOTAL * | 1,185.34 | |
| 0001091 | 00 | EMANUEL PRINTING INC | | | | | | | |
| 14161 | | PI2383 | 039219 | 00 | 02/26/2020 | 001-1004-424.30-35 | GENERAL | 90.00 | |
| 14144 | | PI2384 | 039223 | 00 | 02/26/2020 | 001-2042-440.30-35 | GENERAL | 140.90 | |
| | | | | | | | VENDOR TOTAL * | 230.90 | |
| 0002050 | 00 | FASTENAL COMPANY | | | | | | | |
| NEFRE172914 | | PI2342 | 038550 | 00 | 02/26/2020 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 18.75 | |
| NEFRE172953 | | PI2343 | 038550 | 00 | 02/26/2020 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 183.77 | |
| NEFRE173186 | | PI2429 | 038550 | 00 | 02/26/2020 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 9.33 | |
| | | | | | | | VENDOR TOTAL * | 211.85 | |
| 0003940 | 00 | FBINNA-NEBRASKA INC | | | | | | | |
| 2020/ELLOITT | | PI2391 | 039255 | 00 | 02/26/2020 | 001-1209-421.20-13 | GENERAL | 100.00 | |
| 2020/WIMER | | PI2392 | 039255 | 00 | 02/26/2020 | 001-1209-421.20-13 | GENERAL | 100.00 | |
| | | | | | | | VENDOR TOTAL * | 200.00 | |
| 0005616 | 00 | FINDAWAY WORLD LLC | | | | | | | |
| 311499 | | PI2494 | 038653 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 385.19 | |
| 313115 | | PI2495 | 038653 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 288.95 | |
| | | | | | | | VENDOR TOTAL * | 674.14 | |
| 0001131 | 00 | FREMONT TRIBUNE | | | | | | | |
| 889712 | | PI2354 | 038577 | 00 | 02/26/2020 | 001-1003-415.20-33 | BLANKET PURCHASE ORDER | 35.38 | |
| 895821 | | PI2355 | 038577 | 00 | 02/26/2020 | 001-1003-415.20-33 | BLANKET PURCHASE ORDER | 69.32 | |
| 897223 | | PI2356 | 038577 | 00 | 02/26/2020 | 001-1003-415.20-33 | BLANKET PURCHASE ORDER | 7.86 | |
| 898448 | | PI2357 | 038577 | 00 | 02/26/2020 | 001-1003-415.20-33 | BLANKET PURCHASE ORDER | 15.70 | |
| 891333 | | PI2439 | 038577 | 00 | 02/26/2020 | 001-1003-415.20-33 | BLANKET PURCHASE ORDER | 2.58 | |
| 899917 | | PI2447 | 038577 | 00 | 02/26/2020 | 001-1003-415.20-33 | BLANKET PURCHASE ORDER | 182.06 | |
| 891333 | | PI2440 | 038577 | 00 | 02/26/2020 | 001-1015-415.20-33 | BLANKET PURCHASE ORDER | 2.58 | |
| 891333 | | PI2441 | 038577 | 00 | 02/26/2020 | 001-2024-416.20-33 | BLANKET PURCHASE ORDER | 2.58 | |
| 899429 | | PI2446 | 038577 | 00 | 02/26/2020 | 001-2024-416.20-33 | BLANKET PURCHASE ORDER | 27.82 | |
| 900443 | | PI2477 | 038577 | 00 | 02/26/2020 | 001-2024-416.20-33 | BLANKET PURCHASE ORDER | 30.44 | |
| 891333 | | PI2442 | 038577 | 00 | 02/26/2020 | 001-2027-452.20-33 | BLANKET PURCHASE ORDER | 2.56 | |
| 891333 | | PI2443 | 038577 | 00 | 02/26/2020 | 001-2031-455.20-33 | BLANKET PURCHASE ORDER | 5.16 | |
| 891333 | | PI2444 | 038577 | 00 | 02/26/2020 | 029-2034-466.20-33 | BLANKET PURCHASE ORDER | 2.58 | |
| 891333 | | PI2445 | 038577 | 00 | 02/26/2020 | 042-0772-490.20-33 | BLANKET PURCHASE ORDER | 2.58 | |
| | | | | | | | VENDOR TOTAL * | 389.20 | |
| 0006263 | 00 | GALE/CENGAGE LEARNING INC | | | | | | | |
| 69453931 | | PI2487 | 038651 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 60.72 | |
| 69454359 | | PI2488 | 038651 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 47.23 | |
| 69454898 | | PI2489 | 038651 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 47.23 | |
| 69572291 | | PI2490 | 038651 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 45.00 | |
| 69740318 | | PI2491 | 038651 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 19.46 | |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0006263 | 00 | GALE/CENGAGE LEARNING INC | | | | | | | |
| 69809991 | | PI2492 | 038651 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 99.71 | |
| | | | | | | | VENDOR TOTAL * | 319.35 | |
| 0001148 | 00 | GOREE BACKHOE & EXCAVATING INC | | | | | | | |
| 12559 | | PI2360 | 038762 | 00 | 02/26/2020 | 012-2025-431.20-95 | FIELD PURCHASE ORDER | 2,610.00 | |
| | | | | | | | VENDOR TOTAL * | 2,610.00 | |
| 0003653 | 00 | HONEYMAN RENT-ALL | | | | | | | |
| 267587-1 | | PI2377 | 039168 | 00 | 02/26/2020 | 001-2027-452.20-70 | GENERAL | 245.25 | |
| | | | | | | | VENDOR TOTAL * | 245.25 | |
| 0006792 | 00 | HURST LAWN SERVICE | | | | | | | |
| 18645 | | PI2507 | 038904 | 00 | 02/26/2020 | 001-2031-455.20-99 | GENERAL | 232.00 | |
| | | | | | | | VENDOR TOTAL * | 232.00 | |
| 0001920 | 00 | HUSKER CHEM SALES | | | | | | | |
| 0081173-IN | | PI2449 | 038736 | 00 | 02/26/2020 | 012-2025-431.30-32 | FIELD PURCHASE ORDER | 3,042.00 | |
| | | | | | | | VENDOR TOTAL * | 3,042.00 | |
| 0001167 | 00 | HY-VEE | | | | | | | |
| 5839160966 | | PI2430 | 038554 | 00 | 02/26/2020 | 001-2029-451.30-41 | BLANKET PURCHASE ORDER | 239.88 | |
| 5838706565 | | PI2381 | 039213 | 00 | 02/26/2020 | 063-0663-480.30-41 | BLANKET PURCHASE ORDER | 65.67 | |
| 121320/BROWN | | PI2511 | 039230 | 00 | 02/26/2020 | 063-0663-480.30-41 | BLANKET PURCHASE ORDER | 72.97 | |
| | | | | | | | VENDOR TOTAL * | 378.52 | |
| 0005752 | 00 | IMA INC - BENEFITS DIVISION | | | | | | | |
| 2088 | | PI2362 | 038781 | 00 | 02/26/2020 | 060-0660-442.70-07 | BLANKET PURCHASE ORDER | 3,750.00 | |
| | | | | | | | VENDOR TOTAL * | 3,750.00 | |
| 0003084 | 00 | JACK'S UNIFORMS & EQUIPMENT | | | | | | | |
| 86544A | | PI2456 | 039262 | 00 | 02/26/2020 | 001-1209-421.20-11 | GENERAL | 11.99 | |
| 86544A | | PI2457 | 039262 | 00 | 02/26/2020 | 001-1209-421.30-52 | GENERAL | 35.00 | |
| | | | | | | | VENDOR TOTAL * | 46.99 | |
| 0003074 | 00 | JACKSON SERVICES INC | | | | | | | |
| 20200220 | | PR0220 | | 00 | 02/26/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 104.45 | |
| FEB 2020 | | PI2605 | 038578 | 00 | 02/26/2020 | 001-1013-432.20-99 | BLANKET PURCHASE ORDER | 80.00 | |
| FEB 2020 | | PI2606 | 038578 | 00 | 02/26/2020 | 001-1206-422.20-91 | BLANKET PURCHASE ORDER | 65.34 | |
| FEB 2020 | | PI2607 | 038578 | 00 | 02/26/2020 | 001-1209-421.20-91 | BLANKET PURCHASE ORDER | 189.00 | |
| FEB 2020 | | PI2608 | 038578 | 00 | 02/26/2020 | 001-2027-452.20-99 | BLANKET PURCHASE ORDER | 86.72 | |
| FEB 2020 | | PI2611 | 038578 | 00 | 02/26/2020 | 001-2027-452.20-99 | BLANKET PURCHASE ORDER | .87 | |
| FEB 2020 | | PI2609 | 038578 | 00 | 02/26/2020 | 001-2031-455.20-99 | BLANKET PURCHASE ORDER | 116.53 | |
| FEB 2020 | | PI2610 | 038578 | 00 | 02/26/2020 | 012-2025-431.20-99 | BLANKET PURCHASE ORDER | 208.96 | |
| | | | | | | | VENDOR TOTAL * | 851.87 | |
| 0006274 | 00 | JONES AUTOMOTIVE INC | | | | | | | |
| 2-41918 | | PI2509 | 039154 | 00 | 02/26/2020 | 001-1206-419.30-56 | GENERAL | 1,290.05 | |
| 2-41918 | | PI2510 | 039154 | 00 | 02/26/2020 | 001-1206-422.20-60 | GENERAL | 210.00 | |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0006274 | 00 | JONES AUTOMOTIVE INC | | | | | | | |
| | | | | | | | VENDOR TOTAL * | 1,500.05 | |
| 0004708 | 00 | KENCO LEASING COMPANY | | | | | | | |
| 029991 | | PI2358 | 038643 | 00 | 02/26/2020 | 001-1209-421.20-70 | GENERAL | 300.00 | |
| | | | | | | | VENDOR TOTAL * | 300.00 | |
| 0004542 | 00 | KIMBALL MIDWEST | | | | | | | |
| 7716733 | | PI2389 | 039252 | 00 | 02/26/2020 | 001-1209-421.30-63 | FIELD PURCHASE ORDER | 137.25 | |
| 7716733 | | PI2390 | 039252 | 00 | 02/26/2020 | 012-2025-431.30-33 | FIELD PURCHASE ORDER | 155.34 | |
| | | | | | | | VENDOR TOTAL * | 292.59 | |
| 0006608 | 00 | KUBOTA OF OMAHA | | | | | | | |
| CO118718 | | PI2376 | 039155 | 00 | 02/26/2020 | 001-2027-452.30-56 | GENERAL | 380.10 | |
| | | | | | | | VENDOR TOTAL * | 380.10 | |
| 0006212 | 00 | MATHESON TRI-GAS INC | | | | | | | |
| 21197444 | | PI2431 | 038558 | 00 | 02/26/2020 | 001-1206-422.30-32 | BLANKET PURCHASE ORDER | 44.41 | |
| 21175213 | | PI2395 | 038558 | 00 | 02/26/2020 | 012-2025-431.30-64 | BLANKET PURCHASE ORDER | 71.00 | |
| | | | | | | | VENDOR TOTAL * | 115.41 | |
| 0006184 | 00 | MAX D SIGNS LLC | | | | | | | |
| 20-0114 | | PI2409 | 038988 | 00 | 02/26/2020 | 001-1004-424.30-35 | GENERAL | 1,584.70 | |
| 19-2112 | | PI2604 | 039318 | 00 | 02/26/2020 | 042-0772-490.30-35 | BLANKET PURCHASE ORDER | 440.92 | |
| | | | | | | | VENDOR TOTAL * | 2,025.62 | |
| 0003435 | 00 | MBJ PUBLICATIONS | | | | | | | |
| 1650/2020 | | PI2515 | 039307 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 75.00 | |
| | | | | | | | VENDOR TOTAL * | 75.00 | |
| 0001469 | 00 | MCGRATH NORTH MULLIN & KRATZ PC LLO | | | | | | | |
| 544519 | | PI2425 | 036677 | 00 | 02/26/2020 | 001-1016-412.20-34 | BLANKET PURCHASE ORDER | 346.50 | |
| 544519 | | PI2426 | 036677 | 00 | 02/26/2020 | 001-1016-412.20-34 | BLANKET PURCHASE ORDER | 346.50 | |
| | | | | | | | VENDOR TOTAL * | 693.00 | |
| 0006523 | 00 | MCKESSON MEDICAL-SURGICAL | | | | | | | |
| 75608756 | | PI2415 | 039224 | 00 | 02/26/2020 | 001-1206-422.30-33 | GENERAL | 262.53 | |
| 75697898 | | PI2416 | 039224 | 00 | 02/26/2020 | 001-1206-422.30-33 | GENERAL | 43.20 | |
| 75647494 | | 000235 | | 00 | 02/26/2020 | 001-1206-422.30-33 | GENERAL | 89.00 | |
| 75651870 | | 000236 | | 00 | 02/26/2020 | 001-1206-422.30-33 | GENERAL | 384.67 | |
| 74290862 | | 000238 | | 00 | 02/26/2020 | 001-1206-422.30-33 | GENERAL | 267.00 | |
| | | | | | | | VENDOR TOTAL * | 1,046.40 | |
| 0001229 | 00 | MENARDS - FREMONT | | | | | | | |
| 87632 | | PI2434 | 038560 | 00 | 02/26/2020 | 001-1206-422.30-56 | BLANKET PURCHASE ORDER | 59.95 | |
| 87670 | | PI2471 | 038560 | 00 | 02/26/2020 | 001-1206-422.30-56 | BLANKET PURCHASE ORDER | 11.02 | |
| 87384 | | PI2396 | 038560 | 00 | 02/26/2020 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 51.27 | |
| 87448 | | PI2423 | 039261 | 00 | 02/26/2020 | 001-2027-452.30-49 | GENERAL | 586.35 | |
| 87603 | | PI2468 | 038560 | 00 | 02/26/2020 | 001-2027-452.30-33 | BLANKET PURCHASE ORDER | 35.42 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0001229 | 00 | MENARDS - FREMONT | | | | | | | |
| 87625 | | PI2469 | 038560 | 00 | 02/26/2020 | 001-2027-452.30-33 | BLANKET PURCHASE ORDER | 30.89 | |
| 87651 | | PI2435 | 038560 | 00 | 02/26/2020 | 001-2042-440.30-48 | BLANKET PURCHASE ORDER | 29.27 | |
| 87600 | | PI2433 | 038560 | 00 | 02/26/2020 | 012-2025-431.30-79 | BLANKET PURCHASE ORDER | 4.39 | |
| 87654 | | PI2470 | 038560 | 00 | 02/26/2020 | 012-2025-431.30-76 | BLANKET PURCHASE ORDER | 37.87 | |
| | | | | | | | VENDOR TOTAL * | 846.43 | |
| 9999999 | 00 | METHODIST FREMONT HEALTH | | | | | | | |
| 173712 | | METHODIS000223 | | 00 | 02/26/2020 | 001-0000-202.04-00 | METHODIST HEALTH/CF ARENA | 200.00 | |
| | | | | | | | VENDOR TOTAL * | 200.00 | |
| 0004095 | 00 | MIDWEST TAPE | | | | | | | |
| 98503732 | | PI2496 | 038654 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 48.48 | |
| 98513620 | | PI2497 | 038654 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 4.99 | |
| 98513621 | | PI2498 | 038654 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 13.99 | |
| 98532541 | | PI2499 | 038654 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 25.74 | |
| 98544829 | | PI2500 | 038654 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 6.99 | |
| 98569394 | | PI2501 | 038654 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 24.99 | |
| 98578591 | | PI2502 | 038654 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 54.96 | |
| 98578593 | | PI2503 | 038654 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 29.99 | |
| | | | | | | | VENDOR TOTAL * | 210.13 | |
| 0005038 | 00 | MUNICIPAL EMERGENCY SERVICE-FREMONT | | | | | | | |
| IN1422938 | | PI2432 | 038559 | 00 | 02/26/2020 | 001-1206-422.20-60 | BLANKET PURCHASE ORDER | 161.50 | |
| | | | | | | | VENDOR TOTAL * | 161.50 | |
| 0003394 | 00 | NATIONAL TACTICAL OFFICERS ASSN | | | | | | | |
| 4700 | | PI2424 | 039268 | 00 | 02/26/2020 | 001-1209-421.20-13 | GENERAL | 351.00 | |
| | | | | | | | VENDOR TOTAL * | 351.00 | |
| 0003340 | 00 | NEBRASKA DEPT OF AERONAUTICS | | | | | | | |
| 1204437 | | PI2402 | 038754 | 00 | 02/26/2020 | 029-2034-466.20-99 | BLANKET PURCHASE ORDER | EFT: | 1,243.53 |
| | | | | | | | VENDOR TOTAL * | .00 | 1,243.53 |
| 0003047 | 00 | NEBRASKA DEPT OF TRANSPORTATION | | | | | | | |
| 0642495 | | PI2570 | 027957 | 00 | 02/26/2020 | 040-2037-452.45-20 | GENERAL | EFT: | 28,853.37 |
| | | | | | | | Rawhide Creek Trail | | |
| | | | | | | | VENDOR TOTAL * | .00 | 28,853.37 |
| 0005517 | 00 | NEBRASKA IAI | | | | | | | |
| 2020/HOWE A | | PI2602 | 039295 | 00 | 02/26/2020 | 001-1209-421.20-93 | GENERAL | 50.00 | |
| | | | | | | | VENDOR TOTAL * | 50.00 | |
| 0002742 | 00 | NEWMAN TRAFFIC SIGNS | | | | | | | |
| TRFINV018723 | | PI2414 | 039215 | 00 | 02/26/2020 | 012-2025-431.30-76 | FIELD PURCHASE ORDER | 1,583.50 | |
| | | | | | | | VENDOR TOTAL * | 1,583.50 | |
| 0001473 | 00 | NMC EXCHANGE LLC | | | | | | | |
| CUI750504 | | PI2410 | 039033 | 00 | 02/26/2020 | 001-2027-452.20-70 | GENERAL | 650.00 | |
| | | | | | | | VENDOR TOTAL * | 650.00 | |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0001020 | 00 | O'REILLY AUTOMOTIVE INC | | | | | | | |
| 0397-287441 | | PI2397 | 038562 | 00 | 02/26/2020 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 19.90 | |
| 0397-297857 | | PI2578 | 038562 | 00 | 02/26/2020 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 45.35 | |
| 0397-294640 | | PI2398 | 038562 | 00 | 02/26/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 280.40 | |
| 0397-296363 | | PI2399 | 038562 | 00 | 02/26/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 26.57 | |
| 0397-296424 | | PI2400 | 038562 | 00 | 02/26/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 185.07 | |
| 0397-297637 | | PI2577 | 038562 | 00 | 02/26/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 64.72 | |
| | | | | | | | VENDOR TOTAL * | 622.01 | |
| 0002888 | 00 | OFFICENET | | | | | | | |
| 934809-0/CREDIT | | PI2595 | 039254 | 00 | 02/26/2020 | 001-1209-421.30-31 | GENERAL | 443.44 | |
| 934565-0 | | PI2418 | 039242 | 00 | 02/26/2020 | 001-2029-451.30-31 | GENERAL | 60.97 | |
| 934924-0 | | PI2600 | 039265 | 00 | 02/26/2020 | 001-2031-455.30-31 | GENERAL | 213.50 | |
| 934785-0 | | PI2594 | 039248 | 00 | 02/26/2020 | 012-2025-431.30-31 | FIELD PURCHASE ORDER | 94.06 | |
| | | | | | | | VENDOR TOTAL * | 811.97 | |
| 0006711 | 00 | OLD DOMINION BRUSH CO INC | | | | | | | |
| 6925868 | | PI2592 | 039114 | 00 | 02/26/2020 | 012-2025-431.30-56 | FIELD PURCHASE ORDER | 2,380.00 | |
| | | | | | | | VENDOR TOTAL * | 2,380.00 | |
| 0001713 | 00 | OMAHA TRUCK CENTER INC | | | | | | | |
| 935651A | | PI2455 | 039260 | 00 | 02/26/2020 | 012-2025-431.30-63 | FIELD PURCHASE ORDER | 192.99 | |
| | | | | | | | VENDOR TOTAL * | 192.99 | |
| 0006122 | 00 | OMG MIDWEST INC | | | | | | | |
| 1561476 | | PI2411 | 039115 | 00 | 02/26/2020 | 012-2025-431.30-69 | FIELD PURCHASE ORDER | 1,121.85 | |
| | | | | | | | VENDOR TOTAL * | 1,121.85 | |
| 0002948 | 00 | ORIENTAL TRADING CO INC | | | | | | | |
| 701342944-01 | | PI2597 | 039263 | 00 | 02/26/2020 | 001-2031-455.30-79 | GENERAL | 70.18 | |
| | | | | | | | VENDOR TOTAL * | 70.18 | |
| 0005755 | 00 | OVERDRIVE INC | | | | | | | |
| 01419CO20019452 | | PI2587 | 038656 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 237.99 | |
| 01419CO20027584 | | PI2588 | 038656 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 629.00 | |
| | | | | | | | VENDOR TOTAL * | 866.99 | |
| 0001269 | 00 | PAPA TRUCKING AND GRADING INC | | | | | | | |
| 15577 | | PI2405 | 038761 | 00 | 02/26/2020 | 012-2025-431.20-95 | FIELD PURCHASE ORDER | 1,537.50 | |
| | | | | | | | VENDOR TOTAL * | 1,537.50 | |
| 0005524 | 00 | PAPER TIGER SHREDDING INC | | | | | | | |
| 124066 | | PI2406 | 038862 | 00 | 02/26/2020 | 001-1209-421.20-99 | GENERAL | 80.00 | |
| | | | | | | | VENDOR TOTAL * | 80.00 | |
| 0005198 | 00 | PARR CONSTRUCTION | | | | | | | |
| 1148 | | PI2598 | 039264 | 00 | 02/26/2020 | 001-2031-455.20-60 | GENERAL | 75.00 | |
| 1148 | | PI2599 | 039264 | 00 | 02/26/2020 | 001-2031-455.30-49 | GENERAL | 85.00 | |
| | | | | | | | VENDOR TOTAL * | 160.00 | |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0006450 | 00 | PAUL BARTELS TRUCKING CO INC | | | | | | | |
| 10695 | | PI2359 | 038747 | 00 | 02/26/2020 | 012-2025-431.30-32 | FIELD PURCHASE ORDER | 1,682.03 | |
| 10704 | | PI2506 | 038747 | 00 | 02/26/2020 | 012-2025-431.30-32 | FIELD PURCHASE ORDER | 1,677.72 | |
| | | | | | | | VENDOR TOTAL * | 3,359.75 | |
| 0006484 | 00 | PEST-TROL SERVICES LLC | | | | | | | |
| 2785 | | PI2582 | 038588 | 00 | 02/26/2020 | 001-2031-455.20-99 | BLANKET PURCHASE ORDER | 75.00 | |
| | | | | | | | VENDOR TOTAL * | 75.00 | |
| 0005545 | 00 | PLATTE MECHANICAL INC | | | | | | | |
| 25579 | | PI2585 | 038597 | 00 | 02/26/2020 | 001-2027-452.20-60 | BLANKET PURCHASE ORDER | 55.00 | |
| 25529 | | PI2583 | 038597 | 00 | 02/26/2020 | 029-2034-466.20-60 | BLANKET PURCHASE ORDER | 123.75 | |
| 25531 | | PI2584 | 038597 | 00 | 02/26/2020 | 029-2034-466.20-60 | BLANKET PURCHASE ORDER | 55.00 | |
| | | | | | | | VENDOR TOTAL * | 233.75 | |
| 0002919 | 00 | PLATTE VALLEY EQUIPMENT LLC | | | | | | | |
| 2233746 | | PI2436 | 038563 | 00 | 02/26/2020 | 001-2042-440.30-56 | BLANKET PURCHASE ORDER | 139.89 | |
| | | | | | | | VENDOR TOTAL * | 139.89 | |
| 0006199 | 00 | PREMIER STAFFING INC | | | | | | | |
| 14479 | | PI2448 | 038616 | 00 | 02/26/2020 | 001-2024-416.20-99 | BLANKET PURCHASE ORDER | 698.19 | |
| | | | | | | | VENDOR TOTAL * | 698.19 | |
| 0003208 | 00 | PRINCIPAL FINANCIAL GROUP | | | | | | | |
| 021920 PRE | 84 | 000222 | | 00 | 02/26/2020 | 001-1209-421.10-23 | POL PRE 84 CONTRCT 365495 | 30,008.00 | Annual contribution to Pre-1984 hires defined benefit plan |
| | | | | | | | VENDOR TOTAL * | 30,008.00 | |
| 0005503 | 00 | PUBLIC AGENCY TRAINING COUNCIL | | | | | | | |
| 246351 | | PI2417 | 039225 | 00 | 02/26/2020 | 001-1209-421.20-13 | GENERAL | 350.00 | |
| | | | | | | | VENDOR TOTAL * | 350.00 | |
| 0002876 | 00 | RAWHIDE CHEMOIL INC | | | | | | | |
| 774488 | | PI2451 | 039124 | 00 | 02/26/2020 | 001-2027-452.30-44 | GENERAL | 262.25 | |
| 777494 | | PI2460 | 039285 | 00 | 02/26/2020 | 012-2025-431.30-44 | FIELD PURCHASE ORDER | 1,550.00 | |
| | | | | | | | VENDOR TOTAL * | 1,812.25 | |
| 0006752 | 00 | RD STARS LLC | | | | | | | |
| 269554 | | PI2454 | 039250 | 00 | 02/26/2020 | 001-2029-451.20-99 | GENERAL | 200.00 | |
| | | | | | | | VENDOR TOTAL * | 200.00 | |
| 0006845 | 00 | ROCKY MOUNTAIN RESERVE LLC | | | | | | | |
| 2200438 | | PI2589 | 038827 | 00 | 02/26/2020 | 060-0660-442.70-03 | BLANKET PURCHASE ORDER | EFT: | 117.12 |
| 2200438 | | PI2590 | 038827 | 00 | 02/26/2020 | 060-0660-444.70-03 | BLANKET PURCHASE ORDER | EFT: | 401.60 |
| | | | | | | | VENDOR TOTAL * | .00 | 518.72 |
| 9999999 | 00 | ROQUE-DIAZ, ERNESTO | | | | | | | |
| MR Refund | | MR | | 00 | 02/26/2020 | 001-0000-202.00-00 | ROQUE-DIAZ, ERNESTO | 23.71 | |
| | | | | | | | VENDOR TOTAL * | 23.71 | |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0005360 | 00 | S & S LOCKSMITH CO | | | | | | | |
| 3294 | | PI2407 | 038911 | 00 | 02/26/2020 | 001-1209-421.20-60 | GENERAL | 115.00 | |
| 3294 | | PI2408 | 038911 | 00 | 02/26/2020 | 001-1209-421.30-79 | GENERAL | 65.00 | |
| 3295 | | PI2421 | 039257 | 00 | 02/26/2020 | 001-1209-421.20-60 | GENERAL | 180.00 | |
| 3295 | | PI2422 | 039257 | 00 | 02/26/2020 | 001-1209-421.30-49 | GENERAL | 65.00 | |
| | | | | | | | VENDOR TOTAL * | 425.00 | |
| 0006713 | 00 | SANDRY FIRE SUPPLY LLC | | | | | | | |
| INV-009310 | | PI2452 | 039156 | 00 | 02/26/2020 | 001-1206-422.30-56 | GENERAL | 549.00 | |
| | | | | | | | VENDOR TOTAL * | 549.00 | |
| 0006767 | 00 | SAPP BROS INC | | | | | | | |
| 22972594 | | PI2601 | 039286 | 00 | 02/26/2020 | 012-2025-431.30-44 | FIELD PURCHASE ORDER | 948.75 | |
| | | | | | | | VENDOR TOTAL * | 948.75 | |
| 0001304 | 00 | SAWYER CONSTRUCTION CO | | | | | | | |
| 1953 | | PI2403 | 038760 | 00 | 02/26/2020 | 029-2034-466.20-95 | FIELD PURCHASE ORDER | 3,760.00 | |
| 1970 | | PI2404 | 038760 | 00 | 02/26/2020 | 029-2034-466.20-95 | FIELD PURCHASE ORDER | 1,212.50 | |
| | | | | | | | VENDOR TOTAL * | 4,972.50 | |
| 0001305 | 00 | SAWYER GAS N WASH INC | | | | | | | |
| 12820-21 | | PI2437 | 038564 | 00 | 02/26/2020 | 001-1004-424.20-99 | BLANKET PURCHASE ORDER | 11.95 | |
| | | | | | | | VENDOR TOTAL * | 11.95 | |
| 0006223 | 00 | T SQUARE SUPPLY LLC | | | | | | | |
| 26525 | | PI2579 | 038568 | 00 | 02/26/2020 | 012-2025-431.30-79 | BLANKET PURCHASE ORDER | 108.00 | |
| | | | | | | | VENDOR TOTAL * | 108.00 | |
| 0004668 | 00 | TALX UC EXPRESS | | | | | | | |
| 2050044840 | | PI2401 | 038734 | 00 | 02/26/2020 | 001-1015-415.10-25 | BLANKET PURCHASE ORDER | 337.50 | |
| | | | | | | | VENDOR TOTAL * | 337.50 | |
| 0006245 | 00 | TAPCO | | | | | | | |
| I660838 | | PI2413 | 039209 | 00 | 02/26/2020 | 012-2025-419.30-56 | FIELD PURCHASE ORDER | 350.00 | |
| I661818 | | PI2593 | 039209 | 00 | 02/26/2020 | 012-2025-419.30-56 | FIELD PURCHASE ORDER | 1,090.00 | |
| | | | | | | | VENDOR TOTAL * | 1,440.00 | |
| 0001339 | 00 | TIMME WELDING & SUPPLY LLC | | | | | | | |
| 40642 | | PI2580 | 038569 | 00 | 02/26/2020 | 012-2025-431.30-76 | BLANKET PURCHASE ORDER | 240.80 | |
| | | | | | | | VENDOR TOTAL * | 240.80 | |
| 0001556 | 00 | TODD & CO INC, MICHAEL | | | | | | | |
| 170328 | | PI2412 | 039173 | 00 | 02/26/2020 | 012-2025-431.30-76 | FIELD PURCHASE ORDER | 1,449.00 | |
| | | | | | | | VENDOR TOTAL * | 1,449.00 | |
| 0001350 | 00 | TROPHY CASE | | | | | | | |
| 723432 | | PI2581 | 038572 | 00 | 02/26/2020 | 063-0663-480.30-79 | BLANKET PURCHASE ORDER | 240.50 | |
| | | | | | | | VENDOR TOTAL * | 240.50 | |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0003569 | 00 | USA TODAY | | | | | | | |
| UT4197390/2020 | | PI2603 | 039303 | 00 | 02/26/2020 | 001-2031-455.30-51 | GENERAL | 340.14 | |
| | | | | | | | VENDOR TOTAL * | 340.14 | |
| 0006940 | 00 | VAN HORN, DIANNA L | | | | | | | |
| 12212019 | | PI2461 | 039288 | 00 | 02/26/2020 | 001-2024-416.20-99 | GENERAL | 668.18 | |
| | | | | | | | VENDOR TOTAL * | 668.18 | |
| 0002910 | 00 | 5TH SEASON INC | | | | | | | |
| 2020 CONTRACT | | PI2385 | 039227 | 00 | 02/26/2020 | 001-1209-421.20-65 | GENERAL | 130.00 | |
| | | | | | | | VENDOR TOTAL * | 130.00 | |
| | | | | 00 | General Fund | | BANK TOTAL * | 327,679.36 | 30,615.62 |

| 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 | | | | | | | |
| JAN 2020 | | PI2586 | 038605 | 04 | 02/26/2020 | 020-2066-490.60-15 | FIELD PURCHASE ORDER | 2,796.80 | |
| | | | | | | | VENDOR TOTAL * | 2,796.80 | |
| | | | | 04 | Keno Fund | | BANK TOTAL * | 2,796.80 | |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0003608 | 00 | NORTHEAST NEBR ECONOMIC DEV DIST | | | | | | | |
| 20806 | | PI2571 | 032775 | 08 | 02/26/2020 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 540.00 | |
| 20817 | | PI2572 | 036236 | 08 | 02/26/2020 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 30.00 | |
| 20820 | | PI2573 | 036236 | 08 | 02/26/2020 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 390.00 | |
| 20822 | | PI2574 | 037651 | 08 | 02/26/2020 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 30.00 | |
| 20824 | | PI2576 | 038519 | 08 | 02/26/2020 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 60.00 | |
| 20778 | | PI2591 | 038942 | 08 | 02/26/2020 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 30.00 | |
| | | | | | | | VENDOR TOTAL * | 1,080.00 | |
| | | | | 08 | CDBG Clearing | | BANK TOTAL * | 1,080.00 | |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0003467 | 00 | APCO INTERNATIONAL INC | | | | | | | |
| 642009/221842 | | PI2512 | 039241 | 09 | 02/26/2020 | 033-0789-421.20-93 | BLANKET PURCHASE ORDER | 94.00 | |
| | | | | | | | VENDOR TOTAL * | 94.00 | |
| 0002675 | 00 | CENTURYLINK (QWEST) | | | | | | | |
| 4027219522 | 0220 | PI2462 | 038213 | 09 | 02/26/2020 | 033-0789-421.20-12 | BLANKET PURCHASE ORDER | 14.07 | |
| 4027219522 | 0220 | PI2463 | 038213 | 09 | 02/26/2020 | 033-0789-421.20-12 | BLANKET PURCHASE ORDER | 68.71 | |
| 4027218752 | 0220 | PI2478 | 038602 | 09 | 02/26/2020 | 033-0789-421.20-12 | BLANKET PURCHASE ORDER | 139.51 | |
| 402D250400 | 0220 | PI2505 | 038728 | 09 | 02/26/2020 | 033-0789-421.20-12 | BLANKET PURCHASE ORDER | 784.19 | |
| | | | | | | | VENDOR TOTAL * | 1,006.48 | |
| 0002888 | 00 | OFFICENET | | | | | | | |
| 934809-0/CREDIT | | PI2596 | 039254 | 09 | 02/26/2020 | 033-0789-421.30-31 | GENERAL | 164.97 | |
| | | | | | | | VENDOR TOTAL * | 164.97 | |
| 0004196 | 00 | WESTEL SYSTEMS | | | | | | | |
| 10177825 | | PI2575 | 038509 | 09 | 02/26/2020 | 033-0789-421.20-12 | BLANKET PURCHASE ORDER | 147.24 | |
| | | | | | | | VENDOR TOTAL * | 147.24 | |
| | | | | 09 | E911 | | BANK TOTAL * | 1,412.69 | |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0006904 | 00 | COSTCO WHOLESALE CORPORATION | | | | | | | |
| 6678 01/20 | | 000224 | | 13 | 02/26/2020 | 017-0730-465.60-05 | COSTCO PROJ 1 - TIF | 64,942.08 | |
| | | | | | | | VENDOR TOTAL * | 64,942.08 | |
| 0005221 | 00 | EAGLE DISTRIBUTING | | | | | | | |
| 6668 01/20 | | 000225 | | 13 | 02/26/2020 | 017-0730-465.60-05 | TCK LEASING - TIF | 2,672.06 | |
| | | | | | | | VENDOR TOTAL * | 2,672.06 | |
| 0006784 | 00 | ENTERPRISE BANK | | | | | | | |
| 6673 01/20 | | 000231 | | 13 | 02/26/2020 | 017-0730-465.60-05 | YAGER HOTEL - TIF | 2,230.82 | |
| | | | | | | | VENDOR TOTAL * | 2,230.82 | |
| 0005219 | 00 | LOGGER INVESTMENTS | | | | | | | |
| 6667 01/20 | | 000227 | | 13 | 02/26/2020 | 017-0730-465.60-05 | LOGGER - TIF | 1,815.27 | |
| | | | | | | | VENDOR TOTAL * | 1,815.27 | |
| 0005084 | 00 | MDI LIMITED PARTNERSHIP #36 | | | | | | | |
| 6666 01/20 | | 000226 | | 13 | 02/26/2020 | 017-0730-465.60-05 | MDI - TIF | 754.01 | |
| | | | | | | | VENDOR TOTAL * | 754.01 | |
| 0006953 | 00 | NEBRASKA IRRIGATED SEEDS LLC | | | | | | | |
| 6681 01/20 | | 000228 | | 13 | 02/26/2020 | 017-0730-465.60-05 | NE IRRG SEEDS PROJ - TIF | 3,001.64 | |
| | | | | | | | VENDOR TOTAL * | 3,001.64 | |
| 0006771 | 00 | PINNACLE BANK - GRETNA | | | | | | | |
| 6676 01/20 | | 000229 | | 13 | 02/26/2020 | 017-0730-465.60-05 | YAGER PHASE I - TIF | 602.67 | |
| | | | | | | | VENDOR TOTAL * | 602.67 | |
| 0006771 | 00 | PINNACLE BANK - GRETNA,CK GRP-1 | | | | | | | |
| 6677 01/20 | | 000230 | | 13 | 02/26/2020 | 017-0730-465.60-05 | YAGER PHASE 2 - TIF | 13,338.76 | |
| | | | | | | | VENDOR TOTAL * | 13,338.76 | |
| | | | | 13 | Community Development Agency of COF | | BANK TOTAL * | 89,357.31 | |
| | | | | | | | EFT/EPAY TOTAL *** | | 30,615.62 |
| | | | | | | | TOTAL EXPENDITURES **** | 422,326.16 | 30,615.62 |
| | | | | | | | GRAND TOTAL ********** | | 452,941.78 |

These checks are drawn on the Community Development Agency checking account for Tax Increment Financing projects. The amounts represent tax payments made to county treasurer and property tax relief assigned to each of the projects. The City forwards these payments on to the bondholders for each of the projects.

PREPARED 02/10/2020 9:46:02 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 02102020 ANDERSEND

PAYMENT TYPES

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

VOUCHER SELECTION CRITERIA

| | |
|---|---|
| Voucher/discount due date | 02/10/2020 |
| 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 | 2020/05 |
| Payment date | 02/10/2020 |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0003109 | 00 | UPS | | | | | | | |
| 5E9752060 | | | | 00 | 02/10/2020 | 051-5001-940.60-79 | 01/25/20 Serv Chrg Share | 15.50 | |
| 5E9752060 | | | | 00 | 02/10/2020 | 051-5001-940.60-79 | 01/25/20 Serv Chrg Share | 15.50 | |
| 5E9752060 | | | | 00 | 02/10/2020 | 051-5001-940.60-79 | 02/01/20 Serv Chrg Share | 15.50 | |
| 5E9752060 | | | | 00 | 02/10/2020 | 051-5001-940.60-79 | 02/01/20 Serv Chrg Share | 15.50 | |
| 5E9752060 | | | | 00 | 02/10/2020 | 051-5001-940.60-79 | 02/08/20 Serv Chrg Share | 7.75 | |
| 5E9752060 | | | | 00 | 02/10/2020 | 051-5001-940.60-79 | 02/08/20 Serv Chrg Share | 7.75 | |
| 5E9752060 | | | | 00 | 02/10/2020 | 051-5205-580.60-79 | Skarshaug Testing Lab | 307.51 | |
| 5E9752060 | | | | 00 | 02/10/2020 | 051-5205-580.60-79 | Vision Metering | 16.36 | |
| 5E9752060 | | | | 00 | 02/10/2020 | 053-6105-502.50-23 | Water Samples | 61.65 | |
| 5E9752060 | | | | 00 | 02/10/2020 | 053-6105-502.60-79 | Mullarkey Assoc | 33.38 | |
| 5E9752060 | | | | 00 | 02/10/2020 | 053-6205-583.60-79 | Interstate Industrl Instr | 10.21 | |
| | | | | | | | VENDOR TOTAL * | 506.61 | |
| | | | | | | | TOTAL EXPENDITURES **** | 506.61 | |
| | | | | | | | GRAND TOTAL ********** | | 506.61 |

DEPARTMENT OF UTILITIES
ELECTRONIC WITHDRAWAL LIST

FOR UTILITIES AND INFRASTRUCTURE BOARD MEETING: 2/25/20

| AJ GROUP NO | VENDOR NAME | WITHDRAWAL DATE | ACCOUNT NO | ITEM DESCRIPTION | WITHDRAWAL AMOUNT |
|---|---|---|---|---|---|
| 6025 | VANTIV | 02/05/20 | 051-5001-903-60-77 | KIOSK CREDIT CARD FEES | 18.20 |
| | | | | TOTAL EXPENDITURES | 18.20 |

PREPARED 02/18/2020 8:21:35 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 02182020 ANDERSEND

PAYMENT TYPES

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

VOUCHER SELECTION CRITERIA

| | |
|---|---|
| Voucher/discount due date | 02/17/2020 |
| 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 | 2020/05 |
| Payment date | 02/18/2020 |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 9999999 | 00 | KALISEK, STEVEN G | | | | | | | |
| 020620 KALISEK | | | | 00 | 02/17/2020 | 051-0000-233.00-00 | S Kalisek Direct Dep Retd | 100.00 | |
| | | | | | | | VENDOR TOTAL * | 100.00 | |
| 0001912 | 00 | OMAHA PUBLIC POWER DISTRICT | | | | | | | |
| 9705968798 | 0120 | | | 00 | 02/17/2020 | 051-5105-555.50-00 | Jan SPP Transmission Cr | EFT: | 1,304.14- |
| 9705968798 | 0120 | | | 00 | 02/17/2020 | 051-5305-560.60-76 | Jan 2020 Transmission | EFT: | 6,878.40 |
| | | | | | | | VENDOR TOTAL * | .00 | 5,574.26 |
| 0005202 | 00 | PUBLIC ENERGY AUTHORITY OF KY*WIRE* | | | | | | | |
| 2001BP2018B | | | | 00 | 02/17/2020 | 057-8205-807.50-02 | Jan 2020 2018B | 97,185.00 | Natural gas purchase |
| | | | | | | | VENDOR TOTAL * | 97,185.00 | |
| 0004760 | 00 | SOUTHWEST POWER POOL INC | | | | | | | |
| TRN0120FREM | | | | 00 | 02/17/2020 | 051-5105-555.50-00 | Jan 2020 Transmission | EFT: | 49,482.82 |
| | | | | | | | VENDOR TOTAL * | .00 | 49,482.82 |
| 0003109 | 00 | UPS | | | | | | | |
| 5E9752070 | | | | 00 | 02/17/2020 | 051-5001-940.60-79 | 02/15/20 Serv Chrg Share | 15.50 | |
| 5E9752070 | | | | 00 | 02/17/2020 | 051-5001-940.60-79 | 02/15/20 Serv Chrg Share | 15.50 | |
| 5E9752070 | | | | 00 | 02/17/2020 | 053-6105-502.50-23 | Water Samples | 46.15 | |
| | | | | | | | VENDOR TOTAL * | 77.15 | |
| | | | | | | | EFT/EPAY TOTAL *** | | 55,057.08 |
| | | | | | | | TOTAL EXPENDITURES **** | 97,362.15 | 55,057.08 |
| | | | | | | | GRAND TOTAL ********** | | 152,419.23 |

PREPARED 02/20/2020 8:09:04 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 02202020 ANDERSEND

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

VOUCHER SELECTION CRITERIA
- Voucher/discount due date . . . . . 02/20/2020
- 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 . . . . . 2020/05
- Payment date . . . . . 02/20/2020

| 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 | | | | | | | |
| 20200220 | | PR0220 | | 00 | 02/20/2020 | 051-0000-241.00-00 | PAYROLL SUMMARY | EFT: | 121,573.75 |
| | | | | | | | VENDOR TOTAL * | .00 | 121,573.75 |
| 0001964 | 00 | IBEW LOCAL UNION 1536 | | | | | | | |
| 20200206 | | PR0206 | | 00 | 02/20/2020 | 051-0000-241.00-00 | PAYROLL SUMMARY | 1,868.13 | |
| 20200220 | | PR0220 | | 00 | 02/20/2020 | 051-0000-241.00-00 | PAYROLL SUMMARY | 1,868.13 | |
| | | | | | | | VENDOR TOTAL * | 3,736.26 | |
| 0002999 | 00 | LAUGHLIN TRUSTEE, KATHLEEN A | | | | | | | |
| 20200220 | | PR0220 | | 00 | 02/20/2020 | 051-0000-241.00-00 | PAYROLL SUMMARY | 35.00 | |
| | | | | | | | VENDOR TOTAL * | 35.00 | |
| 0004653 | 00 | NEBRASKA DEPT OF REVENUE-GARNISHMNT | | | | | | | |
| 20200220 | | PR0220 | | 00 | 02/20/2020 | 051-0000-241.00-00 | PAYROLL SUMMARY | 414.43 | |
| | | | | | | | VENDOR TOTAL * | 414.43 | |
| 0004192 | 00 | PAYROLL EFT DEDUCTIONS | | | | | | | |
| 20200220 | | PR0220 | | 00 | 02/20/2020 | 051-0000-241.00-00 | PAYROLL SUMMARY | 203,930.50 | |
| | | | | | | | VENDOR TOTAL * | 203,930.50 | |
| | | | | | | | EFT/EPAY TOTAL *** | | 121,573.75 |
| | | | | | | | TOTAL EXPENDITURES **** | 208,116.19 | 121,573.75 |
| | | | | | | GRAND TOTAL | ********** | | 329,689.94 |

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

Final Total 286,003.83 Count 174

PREPARED 02/20/2020 9:12:49 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 02202020 ANDERSEND

PAYMENT TYPES

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

VOUCHER SELECTION CRITERIA

| | |
|---|---|
| Voucher/discount due date | 02/26/2020 |
| 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 | 2020/05 |
| Payment date | 02/26/2020 |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0000957 | 00 | AAA GARAGE DOOR INC | | | | | | | |
| 7803878 | | PI2292 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 052344 | 941.00 | |
| | | | | | | | VENDOR TOTAL * | 941.00 | |
| 0004920 | 00 | ADVANCED ELECTRICAL AND MOTOR | | | | | | | |
| AEM-17697 | | PI2294 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 052761 | EFT: | 1,252.15 |
| | | | | | | | VENDOR TOTAL * | .00 | 1,252.15 |
| 0004276 | 00 | AIRGAS USA LLC | | | | | | | |
| 9097651547 | | PI2274 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 053030 | EFT: | 202.91 |
| 9097651548 | | PI2275 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 053030 | EFT: | 534.43 |
| 9097651548 | | PI2302 | | 00 | 02/26/2020 | 051-5001-940.60-79 | PO NUM 053030 | EFT: | 74.31 |
| 9967914063 | | PI2279 | | 00 | 02/26/2020 | 051-5105-502.60-76 | PO NUM 050164 | EFT: | 815.08 |
| 9967914064 | | PI2280 | | 00 | 02/26/2020 | 051-5105-502.60-76 | PO NUM 050164 | EFT: | 53.94 |
| | | | | | | | VENDOR TOTAL * | .00 | 1,680.67 |
| 0003124 | 00 | ALLIED ELECTRONICS INC | | | | | | | |
| 9012240879 | | PI2303 | | 00 | 02/26/2020 | 055-7105-502.50-35 | PO NUM 053033 | EFT: | 115.52 |
| | | | | | | | VENDOR TOTAL * | .00 | 115.52 |
| 0002612 | 00 | ALTEC INDUSTRIES INC | | | | | | | |
| 50530480 | | PI2304 | | 00 | 02/26/2020 | 051-5205-580.60-59 | PO NUM 053077 | 261.50 | |
| | | | | | | | VENDOR TOTAL * | 261.50 | |
| 0004186 | 00 | ANDERSON INDUSTRIAL ENGINES INC | | | | | | | |
| 434065 | | PI2456 | | 00 | 02/26/2020 | 055-7205-583.50-48 | PO NUM 053042 | EFT: | 1,964.42 |
| | | | | | | | VENDOR TOTAL * | .00 | 1,964.42 |
| 0005199 | 00 | APX INC | | | | | | | |
| 10707 | | PI2499 | | 00 | 02/26/2020 | 051-5105-502.60-61 | PO NUM 053163 | EFT: | 190.94 |
| | | | | | | | VENDOR TOTAL * | .00 | 190.94 |
| 0002869 | 00 | AQUA-CHEM INC | | | | | | | |
| 00192813 | | PI2291 | | 00 | 02/26/2020 | 053-6105-502.50-52 | PO NUM 052239 | 2,081.90 | |
| | | | | | | | VENDOR TOTAL * | 2,081.90 | |
| 0004242 | 00 | ARBOR DAY FOUNDATION | | | | | | | |
| 8646828027/2020 | | PI2498 | | 00 | 02/26/2020 | 051-5205-580.60-67 | PO NUM 053160 | 15.00 | |
| | | | | | | | VENDOR TOTAL * | 15.00 | |
| 0002637 | 00 | BABCOCK & WILCOX CO (DIAMOND POWER) | | | | | | | |
| 554469 | | PI2276 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 053057 | 793.87 | |
| | | | | | | | VENDOR TOTAL * | 793.87 | |
| 0002531 | 00 | BABCOCK & WILCOX COMPANY | | | | | | | |
| BA60372532 | | PI2273 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 053000 **top and bottom grinding ring & other parts** | EFT: | 73,901.69 |
| BA60372695 | | PI2309 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 052945 | EFT: | 2,402.15 |
| BA60372989 | | PI2435 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 052868 | EFT: | 8,025.00 |
| BA60372074 | | PI2281 | | 00 | 02/26/2020 | 051-5105-502.60-79 | PO NUM 051413 | EFT: | 2,879.46 |
| BA60372556 | | PI2282 | | 00 | 02/26/2020 | 051-5105-502.60-79 | PO NUM 051820 | EFT: | 114.97 |

| 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 | |
|---|---|---|---|---|---|---|---|---|---|---|
| 0002531 | 00 | BABCOCK & WILCOX COMPANY | | | | | | | | |
| | | | | | | | VENDOR TOTAL * | .00 | 87,323.27 | |
| 9999999 | 00 | BALDWIN, EVELYN L | | | | | | | | |
| 000068853 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 50.32 | | |
| | | | | | | | VENDOR TOTAL * | 50.32 | | |
| 9999999 | 00 | BARTH, JASON M | | | | | | | | |
| 000072717 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 91.23 | | |
| | | | | | | | VENDOR TOTAL * | 91.23 | | |
| 0003660 | 00 | BAUER BUILT INC | | | | | | | | |
| 880073212 | | PI2515 | | 00 | 02/26/2020 | 051-5205-580.50-48 | PO NUM 053078 | 891.64 | | |
| 880073212 | | PI2516 | | 00 | 02/26/2020 | 051-5205-580.60-59 | PO NUM 053078 | 74.66 | | |
| 880073212 | | PI2517 | | 00 | 02/26/2020 | 051-5205-580.60-61 | PO NUM 053078 | 19.20 | | |
| | | | | | | | VENDOR TOTAL * | 985.50 | | |
| 0002768 | 00 | BEARING HEADQUARTERS CO | | | | | | | | |
| 5546935 | | PI2315 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 053056 | EFT: | 436.54 | |
| 5548176 | | PI2316 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 053056 | EFT: | 31.78 | |
| 5548620 | | PI2386 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 053056 | EFT: | 436.54 | |
| | | | | | | | VENDOR TOTAL * | .00 | 904.86 | |
| 0004753 | 00 | BEEF STATE CUSTOMS INC | | | | | | | | |
| 2017 | | PI2293 | | 00 | 02/26/2020 | 055-7105-502.60-55 | PO NUM 052737 | 31,934.00 | | **Biosolids hauling and spreading** |
| | | | | | | | VENDOR TOTAL * | 31,934.00 | | |
| 0003545 | 00 | BOMGAARS SUPPLY INC | | | | | | | | |
| 16503681 | | PI2442 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 052068 | 42.79 | | |
| 16502549 | | PI2502 | | 00 | 02/26/2020 | 051-5001-940.50-48 | PO NUM 052068 | 35.04 | | |
| 16502181 | | PI2283 | | 00 | 02/26/2020 | 051-5205-580.50-35 | PO NUM 052068 | 48.14 | | |
| | | | | | | | VENDOR TOTAL * | 125.97 | | |
| 0002902 | 00 | BORDER STATES / KRIZ-DAVIS | | | | | | | | |
| 919395216 | | PI2271 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 052853 | EFT: | 731.88 | |
| 919411365 | | PI2277 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 053085 | EFT: | 127.44 | |
| 919427307 | | PI2278 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 053085 | EFT: | 497.67 | |
| 919460590 | | PI2437 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 052998 | EFT: | 40.05 | |
| 919460589 | | PI2439 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 053119 | EFT: | 220.61 | |
| 919362008 | | PI2297 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 052853 | EFT: | 282.95 | |
| 919419364 | | PI2284 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 052078 | EFT: | 84.94 | |
| 919411363 | | PI2330 | | 00 | 02/26/2020 | 051-5105-502.60-62 | PO NUM 052910 | EFT: | 200.00 | |
| 919432130 | | PI2476 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 052078 | EFT: | 265.13 | |
| 919411364 | | PI2296 | | 00 | 02/26/2020 | 051-5205-580.60-62 | PO NUM 052821 | EFT: | 700.00 | |
| 919446456 | | PI2443 | | 00 | 02/26/2020 | 053-6105-502.50-35 | PO NUM 052078 | EFT: | 51.98 | |
| 919448097 | | PI2503 | | 00 | 02/26/2020 | 053-6105-502.50-35 | PO NUM 052078 | EFT: | 9.35 | |
| 919456559 | | PI2504 | | 00 | 02/26/2020 | 053-6105-502.50-35 | PO NUM 052078 | EFT: | 12.14 | |
| 919462655 | | PI2505 | | 00 | 02/26/2020 | 053-6105-502.50-35 | PO NUM 052078 | EFT: | 43.70 | |
| | | | | | | | VENDOR TOTAL * | .00 | 3,267.84 | |
| 0004810 | 00 | BRANDSAFWAY SOLUTIONS LLC | | | | | | | | |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0004810 | 00 | BRANDSAFWAY SOLUTIONS LLC | | | | | | | |
| 731-D005342 | | PI2301 | | 00 | 02/26/2020 | 051-5105-502.60-61 | PO NUM 052999 | 2,927.31 | |
| 731-R005391 | | PI2453 | | 00 | 02/26/2020 | 051-5105-502.60-61 | PO NUM 052999 | 2,219.18 | |
| | | | | | | | VENDOR TOTAL * | 5,146.49 | |
| 9999999 | 00 | BREZINA, HOLLY A | | | | | | | |
| 000076183 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 24.41 | |
| | | | | | | | VENDOR TOTAL * | 24.41 | |
| 9999999 | 00 | BROWN, CHARLES | | | | | | | |
| 000077027 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 236.42 | |
| | | | | | | | VENDOR TOTAL * | 236.42 | |
| 0002836 | 00 | BURNS & MCDONNELL ENGINEERING CO | | | | | | | |
| 118573-4 | | PI2422 | | 00 | 02/26/2020 | 053-6105-502.60-57 | PO NUM 051794 | 21,339.15 | **Progress payment on horizontal well study** |
| | | | | | | | VENDOR TOTAL * | 21,339.15 | |
| 0003422 | 00 | BUTLER COUNTY LANDFILL INC | | | | | | | |
| 00689589 | | PI2511 | | 00 | 02/26/2020 | 051-5205-580.60-61 | PO NUM 052172 | 322.63 | |
| | | | | | | | VENDOR TOTAL * | 322.63 | |
| 0004518 | 00 | CAPPEL AUTO SUPPLY INC | | | | | | | |
| 2634-00-012139 | | PI2445 | | 00 | 02/26/2020 | 051-5001-940.50-48 | PO NUM 052100 | 19.26- | |
| 2634-00-012448 | | PI2446 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 052100 | 145.00 | |
| 2634-00-012488 | | PI2447 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 052100 | 96.17 | |
| 2634-00-012941 | | PI2508 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 052100 | 53.45 | |
| 2634-00-013062 | | PI2510 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 052100 | 106.73 | |
| 2634-00-012400 | | PI2285 | | 00 | 02/26/2020 | 051-5205-580.50-48 | PO NUM 052100 | 83.29 | |
| 2634-00-011670 | | PI2298 | | 00 | 02/26/2020 | 051-5205-580.50-35 | PO NUM 052918 | 302.59 | |
| 2634-00-012223 | | PI2300 | | 00 | 02/26/2020 | 051-5205-580.50-48 | PO NUM 052994 | 561.75 | |
| 2634-00-013047 | | PI2509 | | 00 | 02/26/2020 | 051-5205-580.50-48 | PO NUM 052100 | 136.43 | |
| | | | | | | | VENDOR TOTAL * | 1,466.15 | |
| 0005166 | 00 | CCL SUPPLY LLC | | | | | | | |
| CCL109622 | | PI2299 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 052936 | 169.80 | |
| | | | | | | | VENDOR TOTAL * | 169.80 | |
| 0003817 | 00 | CED AUTOMATION OMAHA | | | | | | | |
| 5411-595316 | | PI2295 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 052790 | 789.15- | |
| 5411-590873 | | PI2426 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 052710 | 7,693.11 | |
| | | | | | | | VENDOR TOTAL * | 6,903.96 | |
| 0002675 | 00 | CENTURYLINK | | | | | | | |
| 402D250414 | | 0220PI2286 | | 00 | 02/26/2020 | 051-5001-922.50-53 | PO NUM 052104 | 588.23 | |
| 402D250415 | | 0220PI2287 | | 00 | 02/26/2020 | 051-5001-922.50-53 | PO NUM 052104 | 588.23 | |
| 4027216169 | | 0220PI2288 | | 00 | 02/26/2020 | 051-5001-922.50-53 | PO NUM 052104 | 95.65 | |
| 4027216223 | | 0220PI2289 | | 00 | 02/26/2020 | 051-5001-922.50-53 | PO NUM 052104 | 92.86 | |
| 4027219747 | | 0220PI2290 | | 00 | 02/26/2020 | 051-5001-922.50-53 | PO NUM 052104 | 54.34 | |
| | | | | | | | VENDOR TOTAL * | 1,419.31 | |
| 0003615 | 00 | COLE PAPERS 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0003615 | 00 | COLE PAPERS INC | | | | | | | |
| 9632499 | | PI2272 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 052902 | EFT: | 304.84 |
| | | | | | | | VENDOR TOTAL * | .00 | 304.84 |
| 0004889 | 00 | COMFORT INN - KEARNEY | | | | 057-8205-870.60-62 | PO NUM 052855 | | |
| 690884704 | | PI2401 | | 00 | 02/26/2020 | 057-8205-870.60-62 | PO NUM 052855 | 322.85 | |
| 690884719 | | PI2402 | | 00 | 02/26/2020 | 057-8205-870.60-62 | PO NUM 052855 | 322.85 | |
| 690884801 | | PI2403 | | 00 | 02/26/2020 | 057-8205-870.60-62 | PO NUM 052855 | 299.78 | |
| 690884840 | | PI2404 | | 00 | 02/26/2020 | 057-8205-870.60-62 | PO NUM 052855 | 322.85 | |
| | | | | | | | VENDOR TOTAL * | 1,268.33 | |
| 0004152 | 00 | CORE & MAIN LP | | | | | | | |
| L911178 | | PI2455 | | 00 | 02/26/2020 | 055-7105-502.50-35 | PO NUM 053006 | 324.03 | |
| | | | | | | | VENDOR TOTAL * | 324.03 | |
| 0005100 | 00 | COTTONWOOD WIND PROJECT LLC | | | | | | | |
| 549784 JAN 20 | | | | 00 | 02/26/2020 | 051-5105-555.50-00 | Wind purchased power | EFT: | 289,816.63 |
| | | | | | | | VENDOR TOTAL * | .00 | 289,816.63 |
| 0001858 | 00 | DATATRONICS INC | | | | | | | |
| 208823 | | PI2331 | | 00 | 02/26/2020 | 051-5001-922.60-65 | PO NUM 052914 | 107.00 | |
| | | | | | | | VENDOR TOTAL * | 107.00 | |
| 0002897 | 00 | DIERS INC | | | | | | | |
| 5016297 | | PI2320 | | 00 | 02/26/2020 | 051-5205-580.50-48 | PO NUM 052071 | EFT: | 28.08 |
| | | | | | | | VENDOR TOTAL * | .00 | 28.08 |
| 0001313 | 00 | DILLON CHEVROLET FREMONT INC, SID | | | | | | | |
| 126623 | | PI2388 | | 00 | 02/26/2020 | 051-5001-940.50-48 | PO NUM 052072 | 6.84 | |
| | | | | | | | VENDOR TOTAL * | 6.84 | |
| 0003091 | 00 | DUTTON-LAINSON CO | | | | | | | |
| S12430-1 | | PI2307 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 052841 | EFT: | 244.92 |
| S12604-1 | | PI2308 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 052898 | EFT: | 404.46 |
| S12762-1 | | PI2310 | | 00 | 02/26/2020 | 051-0000-159.00-00 | PO NUM 052960 | EFT: | 2,247.00 |
| 813931-1 | | PI2311 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 052968 | EFT: | 496.17 |
| 814480-1 | | PI2314 | | 00 | 02/26/2020 | 053-0000-154.00-00 | PO NUM 053041 | EFT: | 10,117.92 |
| | | | | | | | VENDOR TOTAL * | .00 | 13,510.47 |
| 0005208 | 00 | DVORAK LAW GROUP LLC | | | | | | | |
| 26636 | | PI2463 | | 00 | 02/26/2020 | 051-5001-926.60-56 | PO NUM 053149 | 1,948.44 | |
| 27314 | | PI2464 | | 00 | 02/26/2020 | 051-5001-926.60-56 | PO NUM 053149 | 1,180.00 | |
| | | | | | | | VENDOR TOTAL * | 3,128.44 | |
| 0004605 | 00 | DXP ENTERPRISES INC | | | | | | | |
| 51166844 | | PI2313 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 053011 | EFT: | 1,492.70 |
| 51169638 | | PI2317 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 053062 | EFT: | 2,764.94 |
| 51161697 | | PI2329 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 052812 | EFT: | 356.58 |
| | | | | | | | VENDOR TOTAL * | .00 | 4,614.22 |
| 0003087 | 00 | EAKES OFFICE SOLUTIONS | | | | | | | |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0003087 | 00 | EAKES OFFICE SOLUTIONS | | | | | | | |
| 7963636-0 | | PI2440 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 053128 | 442.98 | |
| | | | | | | | VENDOR TOTAL * | 442.98 | |
| 0004551 | 00 | ELEMETAL FABRICATION LLC | | | | | | | |
| 15915 | | PI2430 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 053106 | 1,026.93 | |
| 16012 | | PI2461 | | 00 | 02/26/2020 | 051-5205-580.50-48 | PO NUM 053143 | 1,323.58 | |
| 103644 | | PI2507 | | 00 | 02/26/2020 | 053-6105-502.50-35 | PO NUM 052087 | 143.25 | |
| 16023 | | PI2460 | | 00 | 02/26/2020 | 055-7205-583.60-61 | PO NUM 053135 | 550.62 | |
| 15949 | | PI2327 | | 00 | 02/26/2020 | 057-8205-870.50-48 | PO NUM 052087 | 103.74 | |
| | | | | | | | VENDOR TOTAL * | 3,148.12 | |
| 0004391 | 00 | ENGINEERED PUMP SERVICES INC | | | | | | | |
| 47440 | | PI2306 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 052656 | 1,991.73 | |
| | | | | | | | VENDOR TOTAL * | 1,991.73 | |
| 0004426 | 00 | FAIRBANKS SCALES INC | | | | | | | |
| 1486741 | | PI2333 | | 00 | 02/26/2020 | 051-5105-502.60-65 | PO NUM 053053 | 699.78 | |
| | | | | | | | VENDOR TOTAL * | 699.78 | |
| 0002050 | 00 | FASTENAL CO | | | | | | | |
| NEFRE173105 | | PI2321 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 052073 | EFT: | 218.82 |
| | | | | | | | VENDOR TOTAL * | .00 | 218.82 |
| 0001729 | 00 | FCX PERFORMANCE INC | | | | | | | |
| 4521192 | | PI2312 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 052980 | 215.21 | |
| 4524758 | | PI2501 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 052980 | 206.90 | |
| | | | | | | | VENDOR TOTAL * | 422.11 | |
| 0004993 | 00 | FIKES COMMERCIAL HYGIENE LLC | | | | | | | |
| 23503 | | PI2448 | | 00 | 02/26/2020 | 051-5001-932.60-61 | PO NUM 052107 | EFT: | 164.78 |
| | | | | | | | VENDOR TOTAL * | .00 | 164.78 |
| 0005255 | 00 | FIRST NATIONAL BANK OF OMAHA TRUST | | | | | | | |
| 810005231 | 06/14 | | | 00 | 02/26/2020 | 053-6001-927.27-04 | Combined Utility 06-03-14 **Interest payments on** | EFT: | 22,427.50 |
| 810005231 | 09/16 | | | 00 | 02/26/2020 | 053-6001-927.27-04 | Combined Utility 09-01-16 **utility bonds** | EFT: | 5,150.93 |
| 810005231 | 09/16 | | | 00 | 02/26/2020 | 055-7001-927.27-04 | Combined Utility 09-01-16 **outstanding** | EFT: | 5,899.07 |
| | | | | | | | VENDOR TOTAL * | .00 | 33,477.50 |
| 9999999 | 00 | FITZGERALD, THOMAS S | | | | | | | |
| 000078411 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 166.57 | |
| | | | | | | | VENDOR TOTAL * | 166.57 | |
| 0001131 | 00 | FREMONT TRIBUNE | | | | | | | |
| 895334-1 | | PI2328 | | 00 | 02/26/2020 | 051-5001-926.60-78 | PO NUM 052097 | 806.79 | |
| | | | | | | | VENDOR TOTAL * | 806.79 | |
| 0002553 | 00 | GILBARCO INC | | | | | | | |
| SGI1345087 | | PI2342 | | 00 | 02/26/2020 | 051-5001-940.60-65 | PO NUM 053102 | EFT: | 334.37 |
| SGI1345087 | | PI2343 | | 00 | 02/26/2020 | 051-5001-940.60-65 | PO# 053102 | EFT: | 334.38 |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0002553 | 00 | GILBARCO INC | | | | | | | |
| | | | | | | | VENDOR TOTAL * | .00 | 668.75 |
| 0001148 | 00 | GOREE BACKHOE & EXCAVATING INC | | | | | | | |
| 12560 | | PI2432 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 053122 | 520.15 | |
| 12596 | | PI2518 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 053157 | 1,112.08 | |
| | | | | | | | VENDOR TOTAL * | 1,632.23 | |
| 0004677 | 00 | GOVCONNECTION INC | | | | | | | |
| 57481130 | | PI2428 | | 00 | 02/26/2020 | 051-5001-922.60-65 | PO NUM 053069 **VMware maintenance agreement** | EFT: | 20,751.52 |
| 57481130 | | PI2429 | | 00 | 02/26/2020 | 051-5001-950.80-50 | PO NUM 053069 **VMware licensing** | EFT: | 44,137.16 |
| 57484202 | | PI2454 | | 00 | 02/26/2020 | 051-5001-950.80-50 | PO NUM 053003 **Backup applliance replacement** | EFT: | 28,586.23 |
| | | | | | | | VENDOR TOTAL * | .00 | 93,474.91 |
| 0001445 | 00 | GRAYBAR ELECTRIC CO INC | | | | | | | |
| 9314488306 | | PI2409 | | 00 | 02/26/2020 | 051-5001-950.80-50 | PO NUM 053040 | 12,287.74 | |
| | | | | | | | VENDOR TOTAL * | 12,287.74 | |
| 0000602 | 00 | GROEBNER & ASSOCIATES INC | | | | | | | |
| 398303 | | PI2305 | | 00 | 02/26/2020 | 057-0000-154.00-00 | PO NUM 051856 | EFT: | 6,382.67 |
| 398303 | | PI2318 | | 00 | 02/26/2020 | 057-8205-870.50-35 | PO NUM 051856 | EFT: | 57.08 |
| 398303 | | PI2319 | | 00 | 02/26/2020 | 057-8205-870.60-79 | PO NUM 051856 | EFT: | 29.97 |
| | | | | | | | VENDOR TOTAL * | .00 | 6,469.72 |
| 9999999 | 00 | HAIRSTON, JOY | | | | | | | |
| 000033991 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 120.19 | |
| | | | | | | | VENDOR TOTAL * | 120.19 | |
| 0004419 | 00 | HANSEN TIRE LLC | | | | | | | |
| 27293 | | PI2322 | | 00 | 02/26/2020 | 051-5001-940.50-48 | PO NUM 052076 | 2.11 | |
| 27293 | | PI2323 | | 00 | 02/26/2020 | 051-5001-940.60-59 | PO NUM 052076 | 20.00 | |
| 27302 | | PI2324 | | 00 | 02/26/2020 | 051-5205-580.50-48 | PO NUM 052076 | 2.11 | |
| 27302 | | PI2325 | | 00 | 02/26/2020 | 051-5205-580.60-59 | PO NUM 052076 | 20.00 | |
| 27306 | | PI2326 | | 00 | 02/26/2020 | 051-5205-580.50-48 | PO NUM 052076 | 246.87 | |
| 27257 | | PI2334 | | 00 | 02/26/2020 | 051-5205-580.50-48 | PO NUM 053090 | 52.13 | |
| 27257 | | PI2335 | | 00 | 02/26/2020 | 051-5205-580.60-59 | PO NUM 053090 | 400.00 | |
| | | | | | | | VENDOR TOTAL * | 743.22 | |
| 0002794 | 00 | HDR ENGINEERING INC | | | | | | | |
| 1200245089 | | PI2441 | | 00 | 02/26/2020 | 051-5105-502.60-61 | PO NUM 051910 | EFT: | 6,864.00 |
| | | | | | | | VENDOR TOTAL * | .00 | 6,864.00 |
| 9999999 | 00 | HEALY, TRAVIS T | | | | | | | |
| 000078409 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 53.11 | |
| | | | | | | | VENDOR TOTAL * | 53.11 | |
| 0001646 | 00 | HTM SALES INC | | | | | | | |
| 20-38744-3 | | PI2332 | | 00 | 02/26/2020 | 055-7205-583.50-35 | PO NUM 053022 | EFT: | 452.14 |
| 20-38772-1 | | PI2338 | | 00 | 02/26/2020 | 055-7205-583.50-35 | PO NUM 053093 | EFT: | 540.98 |
| 20-38772-1 | | PI2339 | | 00 | 02/26/2020 | 055-7205-583.60-79 | PO NUM 053093 | EFT: | 32.54 |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0001646 | 00 | HTM SALES INC | | | | | | | |
| 20-38772-2 | | PI2340 | | 00 | 02/26/2020 | 055-7205-583.50-35 | PO NUM 053093 | EFT: | 216.00 |
| 20-38772-2 | | PI2341 | | 00 | 02/26/2020 | 055-7205-583.60-79 | PO NUM 053093 | EFT: | 25.64 |
| | | | | | | | VENDOR TOTAL * | .00 | 1,267.30 |
| 0004838 | 00 | IML NORTH AMERICA LLC | | | | | | | |
| 14937 | | PI2356 | | 00 | 02/26/2020 | 051-5205-580.60-61 | PO NUM 052939 | 380.65 | |
| | | | | | | | VENDOR TOTAL * | 380.65 | |
| 0004358 | 00 | INDELCO PLASTICS CORP | | | | | | | |
| INV166101 | | PI2358 | | 00 | 02/26/2020 | 053-6105-502.50-35 | PO NUM 053023 | 84.00 | |
| INV166101 | | PI2359 | | 00 | 02/26/2020 | 053-6105-502.60-79 | PO NUM 053023 | 22.83 | |
| | | | | | | | VENDOR TOTAL * | 106.83 | |
| 0001833 | 00 | INDUSTRIAL SALES CO INC | | | | | | | |
| 1057943-000 | | PI2436 | | 00 | 02/26/2020 | 057-0000-154.00-00 | PO NUM 052951 | 3,980.44 | |
| | | | | | | | VENDOR TOTAL * | 3,980.44 | |
| 0001981 | 00 | INNER-TITE CORP | | | | | | | |
| 140974 | | PI2357 | | 00 | 02/26/2020 | 051-5205-580.50-35 | PO NUM 052967 | 313.40 | |
| | | | | | | | VENDOR TOTAL * | 313.40 | |
| 0003399 | 00 | ISA MEMBERSHIP | | | | | | | |
| 11629/2020 | | PI2462 | | 00 | 02/26/2020 | 051-5205-580.60-67 | PO NUM 053145 | 205.00 | |
| | | | | | | | VENDOR TOTAL * | 205.00 | |
| 9999999 | 00 | JANSSEN, ELLY | | | | | | | |
| 000074295 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 46.46 | |
| | | | | | | | VENDOR TOTAL * | 46.46 | |
| 0004205 | 00 | JCI INDUSTRIES INC | | | | | | | |
| 8189715 | | PI2344 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 052668 **Parts for U8 at LDW plant** | 52,287.19 | |
| | | | | | | | VENDOR TOTAL * | 52,287.19 | |
| 0000614 | 00 | JERRY'S ELECTRIC INC | | | | | | | |
| L01-031-2020 | | PI2457 | | 00 | 02/26/2020 | 051-5105-502.60-61 | PO NUM 053049 | 12.50 | |
| | | | | | | | VENDOR TOTAL * | 12.50 | |
| 0003085 | 00 | KELLY SUPPLY CO | | | | | | | |
| S11127950-0 | | PI2470 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 053105 | EFT: | 1,721.13 |
| S11127800-0 | | PI2354 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 052931 | EFT: | 1,358.25 |
| S11127800-0 | | PI2355 | | 00 | 02/26/2020 | 051-5105-502.60-79 | PO NUM 052931 | EFT: | 74.90 |
| | | | | | | | VENDOR TOTAL * | .00 | 3,154.28 |
| 0004708 | 00 | KIMBALL MIDWEST | | | | | | | |
| 7723213 | | PI2458 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 053110 | 396.81 | |
| | | | | | | | VENDOR TOTAL * | 396.81 | |
| 0002027 | 00 | KRIHA FLUID POWER CO INC | | | | | | | |
| 00396106 | | PI2348 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 052981 | EFT: | 735.59 |

| 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 |
|---|---|---|---|---|---|---|---|---|
| 0002027 | 00 | KRIHA FLUID POWER CO INC | | | | | | |
| 00397505 | | PI2419 | | 00 02/26/2020 | 051-0000-153.00-00 | PO NUM 053051 | EFT: | 93.59 |
| | | | | | | VENDOR TOTAL * | .00 | 829.18 |
| 0003510 | 00 | LAAS COMPANY, JAMES | | | | | | |
| 1225065-01 | | PI2438 | | 00 02/26/2020 | 051-0000-153.00-00 | PO NUM 053050 | 235.79 | |
| | | | | | | VENDOR TOTAL * | 235.79 | |
| 0002797 | 00 | LAWSON PRODUCTS INC | | | | | | |
| 9307341156 | | PI2360 | | 00 02/26/2020 | 051-5105-502.50-35 | PO NUM 053026 | 506.14 | |
| 9307341156 | | PI2361 | | 00 02/26/2020 | 051-5105-502.60-79 | PO NUM 053026 | 54.16 | |
| | | | | | | VENDOR TOTAL * | 560.30 | |
| 9999999 | 00 | LEEDOM, JIMMIE D | | | | | | |
| 000068523 | | UT | | 00 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 200.00 | |
| | | | | | | VENDOR TOTAL * | 200.00 | |
| 0002945 | 00 | LYMAN RICHEY | | | | | | |
| 121964 | | PI2352 | | 00 02/26/2020 | 055-7105-502.50-35 | PO NUM 052081 | 62.39 | |
| | | | | | | VENDOR TOTAL * | 62.39 | |
| 9999999 | 00 | MAPLE CREEK DENTAL LAB | | | | | | |
| 000077759 | | UT | | 00 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 253.68 | |
| | | | | | | VENDOR TOTAL * | 253.68 | |
| 0002052 | 00 | MATHESON LINWELD | | | | | | |
| 21175150 | | PI2349 | | 00 02/26/2020 | 051-5105-502.50-35 | PO NUM 052080 | EFT: | 6.85 |
| 21175215 | | PI2350 | | 00 02/26/2020 | 051-5105-502.50-35 | PO NUM 052080 | EFT: | 38.97 |
| 51576103 | | PI2351 | | 00 02/26/2020 | 051-5105-502.50-35 | PO NUM 052080 | EFT: | 174.98 |
| 21186548 | | PI2353 | | 00 02/26/2020 | 051-5105-502.50-35 | PO NUM 052499 | EFT: | 263.59 |
| 21197413 | | PI2423 | | 00 02/26/2020 | 051-5105-502.50-35 | PO NUM 052080 | EFT: | 6.12 |
| 21208868 | | PI2444 | | 00 02/26/2020 | 051-5105-502.50-35 | PO NUM 052080 | EFT: | 6.12 |
| 21208893 | | PI2449 | | 00 02/26/2020 | 051-5105-502.50-35 | PO NUM 052499 | EFT: | 101.38 |
| 21208898 | | PI2450 | | 00 02/26/2020 | 051-5105-502.50-35 | PO NUM 052499 | EFT: | 405.53 |
| | | | | | | VENDOR TOTAL * | .00 | 1,003.54 |
| 0002963 | 00 | MCGILL ASBESTOS ABATEMENT LLC | | | | | | |
| 316 | | PI2513 | | 00 02/26/2020 | 051-5105-502.60-61 | PO NUM 052745 | 915.00 | |
| | | | | | | VENDOR TOTAL * | 915.00 | |
| 0000667 | 00 | MCMASTER-CARR SUPPLY CO | | | | | | |
| 31302159 | | PI2362 | | 00 02/26/2020 | 051-5105-502.50-35 | PO NUM 053055 | 367.83 | |
| 31388911 | | PI2363 | | 00 02/26/2020 | 051-5105-502.50-35 | PO NUM 053058 | 366.96 | |
| 31623211 | | PI2364 | | 00 02/26/2020 | 051-5105-502.50-35 | PO NUM 053058 | 102.16 | |
| 27097899 | | PI2451 | | 00 02/26/2020 | 051-5105-502.50-35 | PO NUM 052876 | 134.90 | |
| 27097899 | | PI2452 | | 00 02/26/2020 | 051-5105-502.60-79 | PO NUM 052876 | 10.65 | |
| | | | | | | VENDOR TOTAL * | 982.50 | |
| 0004500 | 00 | MECHANICAL DYNAMICS & ANALYSIS LLC | | | | | | |
| 635570 | | PI2345 | | 00 02/26/2020 | 051-0000-153.00-00 | PO NUM 052846 | EFT: | 1,126.84 |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0004500 | 00 | MECHANICAL DYNAMICS & ANALYSIS LLC | | | | | | | |
| 635698 | | PI2346 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 052846 **Parts for U8 outage LDW Plant** | EFT: | 6,626.95 |
| 635765 | | PI2347 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 052846 | EFT: | 16,289.46 |
| | | | | | | | VENDOR TOTAL * | .00 | 24,043.25 |
| 0001229 | 00 | MENARDS - FREMONT | | | | | | | |
| 87385 | | PI2365 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 052410 | 230.12 | |
| 87389 | | PI2368 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 052083 | 115.35 | |
| 87623 | | PI2369 | | 00 | 02/26/2020 | 053-6105-502.50-35 | PO NUM 052083 | 57.54 | |
| 87646 | | PI2424 | | 00 | 02/26/2020 | 053-6105-502.50-35 | PO NUM 052083 | 19.00 | |
| 87652 | | PI2425 | | 00 | 02/26/2020 | 055-7105-502.50-35 | PO NUM 052083 | 23.97 | |
| 87321 | | PI2367 | | 00 | 02/26/2020 | 057-8205-870.50-35 | PO NUM 052083 | 34.22 | |
| | | | | | | | VENDOR TOTAL * | 480.20 | |
| 0005165 | 01 | METHODIST FREMONT HEALTH | | | | | | | |
| IN1172/4021 | | PI2478 | | 00 | 02/26/2020 | 051-5001-926.60-61 | PO NUM 052109 | 30.00 | |
| IN1173/4031 | | PI2479 | | 00 | 02/26/2020 | 051-5001-926.60-61 | PO NUM 052109 | 160.00 | |
| | | | | | | | VENDOR TOTAL * | 190.00 | |
| 0004442 | 00 | MID-IOWA SOLID WASTE EQUIPMENT CO | | | | | | | |
| 51404 | | PI2459 | | 00 | 02/26/2020 | 055-7205-583.50-35 | PO NUM 053123 | 400.00 | |
| | | | | | | | VENDOR TOTAL * | 400.00 | |
| 0002960 | 00 | MIDLAND SCIENTIFIC INC | | | | | | | |
| 6041873 | | PI2381 | | 00 | 02/26/2020 | 053-6105-502.50-35 | PO NUM 053020 | 1,744.18 | |
| 6041870 | | PI2384 | | 00 | 02/26/2020 | 055-7105-502.50-35 | PO NUM 053066 | 291.18 | |
| | | | | | | | VENDOR TOTAL * | 2,035.36 | |
| 0003008 | 00 | MIDWEST LABORATORIES INC | | | | | | | |
| 980484 | | PI2370 | | 00 | 02/26/2020 | 053-6205-583.60-54 | PO NUM 052084 | 105.00 | |
| 980485 | | PI2371 | | 00 | 02/26/2020 | 055-7105-502.60-54 | PO NUM 052084 | 3,050.00 | |
| | | | | | | | VENDOR TOTAL * | 3,155.00 | |
| 0004883 | 00 | MISSISSIPPI LIME COMPANY | | | | | | | |
| 1475604 | | | | 00 | 02/26/2020 | 051-0000-158.02-00 | 2/05/20 26.01 TN | EFT: | 5,325.21 |
| 1476717 | | | | 00 | 02/26/2020 | 051-0000-158.02-00 | 2/12/20 26.01 TN | EFT: | 5,325.21 |
| | | | | | | | VENDOR TOTAL * | .00 | 10,650.42 |
| 0004684 | 00 | MITCHELL 1 | | | | | | | |
| 23984780 | | PI2433 | | 00 | 02/26/2020 | 051-5001-940.60-64 | PO NUM 053142 | 864.00 | |
| 23984780 | | PI2434 | | 00 | 02/26/2020 | 051-5001-940.60-64 | PO# 053142 | 864.00 | |
| | | | | | | | VENDOR TOTAL * | 1,728.00 | |
| 0004892 | 00 | MIXER SYSTEMS INC | | | | | | | |
| 096906 | | PI2378 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 053010 | 2,995.00 | |
| 096906 | | PI2379 | | 00 | 02/26/2020 | 051-5105-502.60-79 | PO NUM 053010 | 209.28 | |
| | | | | | | | VENDOR TOTAL * | 3,204.28 | |
| 9999999 | 00 | MORTER, ALVIN | | | | | | | |
| 000002149 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 846.45 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 9999999 | 00 | MORTER, ALVIN | | | | | | | |
| | | | | | | | VENDOR TOTAL * | 846.45 | |
| 0001486 | 00 | MOTION INDUSTRIES INC | | | | | | | |
| NE01-529988 | | PI2466 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 052983 | 260.44 | |
| NE01-529970 | | PI2467 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 053018 | 651.44 | |
| NE01-529596 | | PI2374 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 052978 | 1,981.67 | |
| NE01-529596 | | PI2375 | | 00 | 02/26/2020 | 051-5105-502.60-79 | PO NUM 052978 | 107.52 | |
| NE01-529668 | | PI2376 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 052983 | 278.54 | |
| NE01-529977 | | PI2382 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 053025 | 2,658.77 | |
| | | | | | | | VENDOR TOTAL * | 5,938.38 | |
| 9999999 | 00 | MRUZ, CIERA K | | | | | | | |
| 000079699 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 82.02 | |
| | | | | | | | VENDOR TOTAL * | 82.02 | |
| 0002985 | 00 | MSC INDUSTRIAL SUPPLY CO INC | | | | | | | |
| C96216091 | | PI2366 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 053044 | EFT: | 335.12 |
| 99379871 | | PI2418 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 053029 | EFT: | 296.22 |
| 99410621 | | PI2420 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 053120 | EFT: | 470.05 |
| 99410641 | | PI2421 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 053120 | EFT: | 50.33 |
| 21363872 | | PI2465 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 052585 | EFT: | 187.25 |
| C99410681 | | PI2472 | | 00 | 02/26/2020 | 051-0000-154.00-00 | PO NUM 053118 | EFT: | 215.80 |
| C21261332 | | PI2473 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 053125 | EFT: | 198.38 |
| 95319921 | | PI2380 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 053012 | EFT: | 111.62 |
| C96216091 | | PI2383 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 053044 | EFT: | 569.29 |
| C99410681 | | PI2486 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 053118 | EFT: | 759.06 |
| C93897441 | | PI2377 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 052985 | EFT: | 164.11 |
| 98612951 | | PI2385 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 053104 | EFT: | 110.75 |
| 99849661 | | PI2482 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 053060 | EFT: | 6,231.15 |
| C21261332 | | PI2487 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 053125 | EFT: | 276.99 |
| 96900031 | | PI2372 | | 00 | 02/26/2020 | 055-7105-502.50-35 | PO NUM 052526 | EFT: | 437.27 |
| 97320821 | | PI2373 | | 00 | 02/26/2020 | 055-7105-502.50-35 | PO NUM 052929 | EFT: | 115.84 |
| | | | | | | | VENDOR TOTAL * | .00 | 10,529.23 |
| 9999999 | 00 | MUELLER, MICHAEL J | | | | | | | |
| 000077973 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 127.16 | |
| | | | | | | | VENDOR TOTAL * | 127.16 | |
| 0001958 | 00 | NEBR PUBLIC HEALTH ENVIRONMENTAL | | | | | | | |
| 522681 | | PI2480 | | 00 | 02/26/2020 | 053-6205-583.60-54 | PO NUM 052242 | EFT: | 30.00 |
| 522682 | | PI2481 | | 00 | 02/26/2020 | 053-6205-583.60-54 | PO NUM 052242 | EFT: | 1,011.00 |
| | | | | | | | VENDOR TOTAL * | .00 | 1,041.00 |
| 0003053 | 00 | NEBRASKA HEALTH & HUMAN SERV-LIHEAP | | | | | | | |
| 000068523 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | Energy Assistance Refund | 457.20 | |
| 000029619 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | Energy Assistance Refund | 262.85 | |
| | | | | | | | VENDOR TOTAL * | 720.05 | |
| 0003428 | 00 | NEW PIG CORPORATION | | | | | | | |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0003428 | 00 | NEW PIG CORPORATION | | | | | | | |
| 22964707-00 | | PI2406 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 053013 | 316.72 | |
| 22964707-00 | | PI2407 | | 00 | 02/26/2020 | 051-5105-502.60-79 | PO NUM 053013 | 83.41 | |
| | | | | | | | VENDOR TOTAL * | 400.13 | |
| 0001473 | 00 | NMC INC | | | | | | | |
| CUI759617 | | PI2468 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 053103 | 28.89 | |
| CUI759617 | | PI2469 | | 00 | 02/26/2020 | 051-0000-153.00-00 | PO NUM 053103 | 36.64 | |
| INV367648 | | PI2474 | | 00 | 02/26/2020 | 051-5105-502.60-65 | PO NUM 049517 | 333.45 | |
| | | | | | | | VENDOR TOTAL * | 398.98 | |
| 0001020 | 00 | O'REILLY AUTOMOTIVE INC | | | | | | | |
| 0397-293074 | | PI2389 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 052085 | 79.86 | |
| 0397-296176 | | PI2392 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 052085 | 126.29 | |
| 0397-294774 | | PI2390 | | 00 | 02/26/2020 | 051-5205-580.50-48 | PO NUM 052085 | 108.39 | |
| 0397-296419 | | PI2506 | | 00 | 02/26/2020 | 051-5205-580.50-48 | PO NUM 052085 | 212.54 | |
| 0397-296098 | | PI2391 | | 00 | 02/26/2020 | 055-7105-502.50-35 | PO NUM 052085 | 40.60 | |
| | | | | | | | VENDOR TOTAL * | 567.68 | |
| 0002888 | 00 | OFFICENET | | | | | | | |
| 933787-0 | | PI2405 | | 00 | 02/26/2020 | 051-5001-940.50-40 | PO NUM 052965 | 259.26 | |
| 934493-0 | | PI2410 | | 00 | 02/26/2020 | 051-5001-920.50-40 | PO NUM 053046 | 41.45 | |
| 934784-0 | | PI2483 | | 00 | 02/26/2020 | 051-5001-920.50-40 | PO NUM 053081 | 11.00 | |
| 934951-0 | | PI2484 | | 00 | 02/26/2020 | 051-5001-926.50-40 | PO NUM 053092 | 86.61 | |
| | | | | | | | VENDOR TOTAL * | 398.32 | |
| 0002946 | 00 | OMAHA PUBLIC POWER DISTRICT | | | | | | | |
| 2462853776 | 0220 | | | 00 | 02/26/2020 | 051-5105-502.60-65 | SPP Marketing Agency Serv | EFT: | 5,112.00 |
| 1115740525 | 0220 | | | 00 | 02/26/2020 | 051-5305-560.60-76 | Feb 2020 Interconnection | EFT: | 4,477.94 |
| | | | | | | | VENDOR TOTAL * | .00 | 9,589.94 |
| 0004730 | 00 | OPEN ACCESS TECHNOLOGY INTL INC | | | | | | | |
| 153597 | | PI2412 | | 00 | 02/26/2020 | 051-5105-502.60-77 | PO NUM 053084 | EFT: | 1,750.00 |
| | | | | | | | VENDOR TOTAL * | .00 | 1,750.00 |
| 0001268 | 00 | P & H ELECTRIC INC | | | | | | | |
| 121685 | | PI2477 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 052086 | 8.99 | |
| 121692 | | PI2489 | | 00 | 02/26/2020 | 053-6105-502.50-35 | PO NUM 053134 | 16.61 | |
| 121692 | | PI2490 | | 00 | 02/26/2020 | 053-6105-502.60-59 | PO NUM 053134 | 69.55 | |
| 121691 | | PI2393 | | 00 | 02/26/2020 | 055-7105-502.50-35 | PO NUM 052086 | 22.77 | |
| 121656 | | PI2411 | | 00 | 02/26/2020 | 055-7205-583.60-61 | PO NUM 053067 | 419.16 | |
| 121710 | | PI2491 | | 00 | 02/26/2020 | 055-7205-583.50-35 | PO NUM 053136 | 159.16 | |
| 121710 | | PI2492 | | 00 | 02/26/2020 | 055-7205-583.60-59 | PO NUM 053136 | 285.00 | |
| | | | | | | | VENDOR TOTAL * | 981.24 | |
| 0004345 | 00 | PAPIO-MISSOURI RIVER NRD | | | | | | | |
| 54 | | PI2497 | | 00 | 02/26/2020 | 053-6105-502.60-61 | PO NUM 053159 | 526.01 | |
| | | | | | | | VENDOR TOTAL * | 526.01 | |
| 9999999 | 00 | PARKS, BENNY | | | | | | | |

| 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 | PARKS, BENNY | | | | | | | |
| 000036433 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 83.06 | |
| | | | | | | | VENDOR TOTAL * | 83.06 | |
| 9999999 | 00 | PARTUSCH, TALISA M | | | | | | | |
| 000063385 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 44.49 | |
| | | | | | | | VENDOR TOTAL * | 44.49 | |
| 0004935 | 00 | PB&J WELDING SUPPLY LLC | | | | | | | |
| 11091 | | PI2431 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 053108 | 68.48 | |
| | | | | | | | VENDOR TOTAL * | 68.48 | |
| 0004553 | 00 | PETERSON & ASSOCIATES, DON | | | | | | | |
| 021220 | | PI2495 | | 00 | 02/26/2020 | 055-7205-583.50-01 | PO NUM 053151 | 252.61 | |
| | | | | | | | VENDOR TOTAL * | 252.61 | |
| 0004800 | 00 | PINNACLE BANK - VISA | | | | | | | |
| 112744/ STEVE | | CPI2408 | | 00 | 02/26/2020 | 057-8205-870.60-62 | PO NUM 053034 | 22.00 | |
| | | | | | | | VENDOR TOTAL * | 22.00 | |
| 0002919 | 00 | PLATTE VALLEY EQUIPMENT LLC | | | | | | | |
| 2228772 | | PI2394 | | 00 | 02/26/2020 | 053-6205-583.50-35 | PO NUM 052088 | 25.00 | |
| | | | | | | | VENDOR TOTAL * | 25.00 | |
| 0003566 | 00 | POLYDYNE INC | | | | | | | |
| 1429195 | | PI2471 | | 00 | 02/26/2020 | 055-0000-154.00-00 | PO NUM 053113 | EFT: | 12,501.06 |
| | | | | | | | VENDOR TOTAL * | .00 | 12,501.06 |
| 9999999 | 00 | PQH WIRELESS, INC | | | | | | | |
| 000066859 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 218.27 | |
| | | | | | | | VENDOR TOTAL * | 218.27 | |
| 0002028 | 00 | QA BALANCE SERVICES | | | | | | | |
| 6424 | | PI2500 | | 00 | 02/26/2020 | 051-5105-502.60-61 | PO NUM 053170 | 171.20 | |
| 6425 | | PI2496 | | 00 | 02/26/2020 | 055-7105-502.60-59 | PO NUM 053152 | 160.00 | |
| | | | | | | | VENDOR TOTAL * | 331.20 | |
| 0002876 | 00 | RAWHIDE CHEMOIL INC | | | | | | | |
| 62028 | | PI2387 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 047538 | 9.55 | |
| 18750 | | PI2417 | | 00 | 02/26/2020 | 051-5001-917.50-30 | PO NUM 053141 | 17,594.70 | |
| 777412 | | PI2427 | | 00 | 02/26/2020 | 051-5105-502.50-30 | PO NUM 052900 | 293.37 | |
| | | | | | | | VENDOR TOTAL * | 17,897.62 | |
| 0004989 | 00 | SCS ENGINEERS | | | | | | | |
| 0369947 | | PI2512 | | 00 | 02/26/2020 | 051-5105-502.60-57 | PO NUM 052570 | 750.00 | |
| 0369949 | | PI2514 | | 00 | 02/26/2020 | 051-5105-502.60-57 | PO NUM 052814 | 6,300.00 | |
| | | | | | | | VENDOR TOTAL * | 7,050.00 | |
| 0000429 | 00 | SKARSHAUG TESTING LABORATORY INC | | | | | | | |
| 241229 | | PI2396 | | 00 | 02/26/2020 | 051-5205-580.60-61 | PO NUM 052102 | 253.00 | |

| 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 |
|---|---|---|---|---|---|---|---|---|---|
| 0000429 | 00 | SKARSHAUG TESTING LABORATORY INC | | | | | | | |
| 241229 | | PI2397 | | 00 | 02/26/2020 | 051-5205-580.60-79 | PO NUM 052102 | 165.57 | |
| | | | | | | | VENDOR TOTAL * | 418.57 | |
| 0001137 | 00 | STEFFY CHRYSLER CENTER INC, GENE | | | | | | | |
| 6131033 | | PI2493 | | 00 | 02/26/2020 | 051-5105-502.50-48 | PO NUM 053148 | 97.08 | |
| 6131033 | | PI2494 | | 00 | 02/26/2020 | 051-5105-502.60-59 | PO NUM 053148 | 250.00 | |
| 6130783 | | PI2336 | | 00 | 02/26/2020 | 051-5205-580.50-48 | PO NUM 053091 | 292.80 | |
| 6130783 | | PI2337 | | 00 | 02/26/2020 | 051-5205-580.60-59 | PO NUM 053091 | 149.51 | |
| | | | | | | | VENDOR TOTAL * | 789.39 | |
| 0005183 | 00 | SUPERION LLC - CENTRALSQUARE | | | | | | | |
| 269804 | | PI2475 | | 00 | 02/26/2020 | 051-5001-922.60-62 | PO NUM 051314 | EFT: | 686.40 |
| | | | | | | | VENDOR TOTAL * | .00 | 686.40 |
| 0004647 | 00 | T SQUARE SUPPLY LLC | | | | | | | |
| 26548 | | PI2485 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 053107 | 650.05 | |
| 26548 | | PI2488 | | 00 | 02/26/2020 | 051-5105-502.50-35 | PO NUM 053132 | 275.53 | |
| | | | | | | | VENDOR TOTAL * | 925.58 | |
| 9999999 | 00 | TESSENDORF, BREANNA L | | | | | | | |
| 000064477 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 241.41 | |
| | | | | | | | VENDOR TOTAL * | 241.41 | |
| 0001339 | 00 | TIMME WELDING & SUPPLY LLC | | | | | | | |
| 40609 | | PI2395 | | 00 | 02/26/2020 | 051-5001-940.50-35 | PO NUM 052092 | 170.37 | |
| | | | | | | | VENDOR TOTAL * | 170.37 | |
| 0001713 | 00 | TRUCK CENTER COMPANIES | | | | | | | |
| 120705 | | PI2415 | | 00 | 02/26/2020 | 051-5205-580.50-48 | PO NUM 053109 | 358.44 | |
| 120705 | | PI2416 | | 00 | 02/26/2020 | 051-5205-580.60-59 | PO NUM 053109 | 774.00 | |
| | | | | | | | VENDOR TOTAL * | 1,132.44 | |
| 0004336 | 00 | WATERLINK INC | | | | | | | |
| 27185 | | PI2399 | | 00 | 02/26/2020 | 051-5105-502.50-52 | PO NUM 052845 | 1,932.72 | |
| 27185 | | PI2400 | | 00 | 02/26/2020 | 051-5105-502.50-52 | PO NUM 052845 | 1,030.98 | |
| | | | | | | | VENDOR TOTAL * | 2,963.70 | |
| 9999999 | 00 | WELTIKOL, KIRSTEN J | | | | | | | |
| 000069561 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 65.94 | |
| | | | | | | | VENDOR TOTAL * | 65.94 | |
| 0004342 | 00 | WIESE PLUMBING & EXCAVATING INC | | | | | | | |
| 11617 | | PI2413 | | 00 | 02/26/2020 | 051-5001-932.50-35 | PO NUM 053087 | 41.65 | |
| 11617 | | PI2414 | | 00 | 02/26/2020 | 051-5001-932.60-61 | PO NUM 053087 | 106.00 | |
| | | | | | | | VENDOR TOTAL * | 147.65 | |
| 9999999 | 00 | WOODS, COURTNEY M | | | | | | | |
| 000072873 | | UT | | 00 | 02/26/2020 | 051-0000-143.00-00 | MANUAL CHECK | 135.65 | |
| | | | | | | | VENDOR TOTAL * | 135.65 | |

| 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 | | | | | | | | |
| | | | | | | | EFT/EPAY TOTAL *** | | 623,357.99 |
| | | | | | | | TOTAL EXPENDITURES **** | 217,759.45 | 623,357.99 |
| | | | | | | GRAND TOTAL | ********** | | 841,117.44 |

# STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** Jody Sanders, CPA, Director of Finance

**DATE:** February 25, 2020

**SUBJECT:** Fiscal year end financial reports.

**Recommendation:** Move to receive fourth quarter 2019 financial reports

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

**Fiscal Impact:** The fiscal impact is reflected within the reports. With twelve months of the fiscal year complete, normal percent of budgeted expenditures should be 100%.

General fund notes: Property taxes received for 2019 are $577,700 more than 2018, which is 10.5 percent more than last year and 2.0 percent more than was budgeted. Occupation taxes at $1,760,057 also saw a 7.3 percent increase over last year, and was $150,000 more than was budgeted. Franchise taxes are 35.8 percent higher this year, and $40,000 over budget. The Charges for services category, is showing an increase of 9.4 percent increase, led by Waste Transfer Station tipping fees increasing $115,500, and Building permits increasing by $103,000. The decrease in donations is due to the Debby Durham Family Grants to the fire and police departments in 2018. Interest income is 70.0 percent higher than last year, with some two-year investments maturing during the year. Other income for 2019 includes the proceeds of the sale of the Dodge County Humane Society.

Several departments have spent more than 100% of budgeted operating expenditures, but many are due to the historic flooding in our community. The City Council department is only slightly over, with the League of Municipality dues being $5,500 more than was budgeted. The administration department, which carries non-department specific charges, such as the City's share of municipal building and accounting department costs came in 44 percent over budget. This department was used to accumulate all costs non-department specific relating to the March 2019 flooding event and accounts for $606,700 of the department total. The City Attorney department was also over budget, but less than the previous year's total. When the 2019 budget was prepared, it was based on an individual in that position, as opposed to a law firm. The inspections department was also over budget, due to increased hours, contract labor and flood related supplies to conduct the record number of inspections performed by this department. Sanitation department is the waste transfer station, which was significantly impacted by the flood. The Cemetery

was over budget in wages because we did not budget enough hours for the summer temporary positions. Just a quick reminder that City Staff was asked to sacrifice a portion of their operating budget to provide for a balanced budget in 2018 and 2019, and the YTD results suggest that Staff did a great job staying within their budgets, even with the burdens created by the flooding and working within a two-year budget.

On the second page of the report, the general fund departments' capital improvement plan shows that also stayed well within budget. Major improvements include:

- 2018 Braun Super Chief/International Ambulance
- Replaced compressor in air conditioning system, removed, and replaced membrane roof on portions of the Police Station (9,000 square feet).
- Three new SUV patrol vehicles for the police department
- New records management system for police and E911/communication center.
- 2019 Street rehabilitation project
- The start of the auditorium renovation, remodeling at the Friendship and construction of a new shelter at Ronin Park

The Splash Station ballot question did not pass; therefore, this project will not move forward.

The Change in General Fund balance is more than double the amount from 2018., while the 2019 budgeted use of fund balance is nearly double the budgeted amount for 2018. The largest difference is budgeted use of reserves for special projects was $3,660,000. Since these projects were not done during 2019, that had an immediate impact to the change.

Sales Tax collections for 2019 were ten percent more than last year, and 16.,9 percent more than budget. A portion of this increase will eventually be paid back to the State under the Nebraska Advantage Act, and staff continues to monitor the timing of this repayment. Charges for Service revenues YTD is $27,000 lower than last year due to the timing of rental receipts. Other receipts include proceeds from the sale of land at Morningside Business Park. Expenditures in 2019 include the purchase of the property at Union and 16th street, and loan advances of $1,450,000 under the LB840 program. Note the large increase in transfers out to the Street Fund to contribute to the first two Southeast Beltway project payments of $13,340,000.

The Street fund's Intergovernmental revenue includes a $220,000 increase in Gas Tax receipts and a nearly $33,000 increase in motor vehicle taxes. Expenditures overall are nearly flat year to year. Street improvements have also increased from prior year, with the Southeast Beltway payments accounting for this change. Projects completed are part of the 1 and 6 report later in the agenda.

In the Other Funds, The Community Development Agency revenues and expenditures are up due to one additional TIF project making its first TIF payments. Keno revenues are up $100,000 from the prior year. The Airport Fund's general revenue is less in 2019 due to the land at the airport no longer used as a farm rental; however, $172,000 in federal

grant dollars for the new apron was recorded in 2019. With the local share of the apron, this fund shows a $91,000 decrease in fund balance. The City Employee Insurance (CEI) fund ended the year with revenues and expenditures both below budget and 2018, resulting in an change in fund balance of $1,371,000. Both the CEI fund and Workers Compensation fund expenditures are within budgeted amounts.

On the governmental balance sheet, General Fund (GF) unassigned fund balance is over $14.68 million, with just under $1.4 million of GF fund balance committed for code enforcement/defense, as well as nearly $3 million committed by the City Council for capital improvement projects. Other governmental fund balances can also be found on Page 2 of this Balance Sheet.

Electric Fund: This year, this fund has recognized a -1,491% of the Change in Net Position budgeted for the fiscal year, since we had budgeted an overall loss for this fiscal year. Compared to last year, there is a 15.6% decrease in the Change in Net Position, but still a positive $5,257,000. This is the fourth quarter to compare year to year for Off System Sales with the Cottonwood wind generation sales included in this number, but last year sales did not start until November. In this fiscal year, Off System Sales are up 27.7 percent over last year's sales, with net purchased power costs up only 13.7 percent compared to FY 18. Overall, YTD consumption is 0.95 percent more than 2018, but revenues were 3.39 percent higher, with General Power leading with a $546,400 increase. Expenses are within budgeted amounts for the year, but does include $812,800 of amortization expense for the transmission line placed into service. This appears on the distribution line, and is why that department is over budget. When this piece was budgeted, it was incorrectly included in depreciation, which is under budget.

Water Fund: This fund surpassed 2018 fiscal year by $409,000 but has recognized just 138 percent of the budgeted Change in Net Position for 2019, compared to 223 percent last year. Revenues increased from the prior year, resulting in an increase of $328,760, but still lagging behind budget. The increase in revenues was led by Commercial usage, as 2019 was the first full year that Hormel/Wholestone Farms was on the City's water system. YTD expenses for departments came in under budget, including the Distribution department, which is recording much of the utilities' overtime related to the March flood. Note under the "PAYROLL IN DOLLARS" Overtime line the $72,400 increase year to year. These captured costs are expected to be reimbursed by federal and state disaster relief fund at a rate of 87.5 percent. Offsets will be recorded when we get further in the reporting process with NEMA/FEMA and the reimbursement level is confirmed.

Wastewater Fund: YTD this fund has recognized 260 percent of the budgeted Change in Net Position for 2019, compared to 443 percent in 2018. Overall revenue increased 7.8 percent from last year. A change in loadings at the commercial customer type, as well as increased input explains the revenue increase. Expenses are all well within budget YTD, except a small overage in depreciation expense due to the tree chipper placed in service in the second quarter of 2018.

Gas Fund: Finance Activity: The end of the fiscal year finds the Gas Fund with a gain of $1,028,014 compared to 2018 of $941,750. While the current year consumption is up 4.2 percent, revenues increased 5.4 percent. Gas purchase expense is up $512,500 for the year, and is the only activity with expenses exceeding budget.

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

Government wide Write off activity report:
This report shows the amounts written off the City's accounts receivable ledgers. These accounts were over three years old, and so the statute of limitations on collections makes them unrecoverable. Particularly on the ambulance billing, some of the accounts were written off due to bankruptcy or death of the responsible party. Our auditors review this information as a part of their fieldwork annually, along with our analysis of the allowance for bad debt.

Collection Activity Report
This report is provided by the Customer Service Department and shows the amounts sent to collections for utility accounts, and the amount collected by the collection agency contracted by the City by month.

Preliminary (Unaudited)
City of Fremont - General Fund
Statement of Revenues and Expenditures
As of September 30, 2019

| | CURRENT YTD SEPTEMBER 2019 | FISCAL YEAR 2018-2019 BUDGET | FISCAL YEAR % BUDGET EXPENDED 2018-2019 | PRIOR YEAR YTD SEPTEMBER 2018 | FISCAL YEAR 2017-2018 BUDGET | FISCAL YEAR % BUDGET EXPENDED 2017-2018 |
|---|---|---|---|---|---|---|
| Revenue by Type | | | | | | |
| Taxes | | | | | | |
| Property | 6,063,717 | 5,981,702 | 101.37 | 5,519,651 | 5,479,086 | 100.74 |
| In Lieu of Tax | 12,637 | 9,000 | 140.41 | 11,521 | 9,000 | 128.01 |
| Franchise | 290,312 | 250,000 | 116.12 | 213,782 | 250,000 | 85.51 |
| Business | 1,809,748 | 1,610,000 | 112.41 | 1,640,827 | 1,615,000 | 101.60 |
| Intergovernmental | 1,743,325 | 2,019,776 | 86.31 | 1,120,082 | 1,552,364 | 72.15 |
| Charges for Services | 3,091,748 | 2,765,000 | 111.82 | 2,800,801 | 2,803,650 | 99.90 |
| Donations | 13,331 | 565,000 | 2.36 | 65,388 | 613,000 | 10.67 |
| Interest | 317,102 | 25,000 | 1,268.41 | 186,924 | 70,000 | 267.03 |
| Other | 366,830 | 6,002,000 | 6.11 | 60,111 | 2,000 | 3,005.55 |
| Total Revenue | 13,708,750 | 19,227,478 | 71.30 | 11,619,087 | 12,394,100 | 93.75 |
| Operating Expenditures by Activity | | | | | | |
| Council | 126,549 | 122,214 | 103.55 | 131,002 | 119,937 | 109.23 |
| Administration | | | | | | |
| City Administrator | 292,699 | 317,973 | 92.05 | 299,438 | 302,526 | 98.98 |
| Administration | 1,838,755 | 1,276,601 | 144.04 | 1,184,303 | 1,233,860 | 95.98 |
| Human Resources | 102,167 | 162,919 | 62.71 | 103,978 | 138,089 | 75.30 |
| Information Technologies | 470,860 | 515,264 | 91.38 | 486,369 | 576,319 | 84.39 |
| City Attorney | 339,668 | 218,494 | 155.46 | 372,222 | 493,716 | 75.39 |
| City Clerk | 175,610 | 181,340 | 96.84 | 183,276 | 179,267 | 102.24 |
| Inspections | 505,883 | 468,494 | 107.98 | 456,807 | 452,766 | 100.89 |
| Sanitation | 1,783,620 | 1,607,037 | 110.99 | 1,549,648 | 1,564,247 | 99.07 |
| Public Works | | | | | | |
| Engineering | 435,355 | 493,940 | 88.14 | 403,567 | 477,177 | 84.57 |
| Planning Commission | 1,404 | 100 | 1,404.00 | 27 | 100 | 27.00 |
| Planning | 130,034 | 165,281 | 78.67 | 116,511 | 162,400 | 71.74 |
| Police | | | | | | |
| Police | 5,017,924 | 5,275,789 | 95.11 | 4,938,015 | 5,083,958 | 97.13 |
| Fire | | | | | | |
| Fire | 3,135,144 | 3,296,857 | 95.09 | 3,207,152 | 3,214,965 | 99.76 |
| Reserve | - | 15,201 | - | - | 15,183 | - |
| Civil Defense | 11,848 | 21,307 | 55.61 | 14,407 | 21,275 | 67.72 |
| Parks | | | | | | |
| Facilities | 277,062 | 369,471 | 74.99 | 269,528 | 348,716 | 77.29 |
| Parks | 1,211,134 | 1,365,756 | 88.68 | 1,159,654 | 1,323,402 | 87.63 |
| Recreation | 329,312 | 433,409 | 75.98 | 357,517 | 422,343 | 84.65 |
| Splash Station | 211,794 | 314,923 | 67.25 | 228,743 | 288,375 | 79.32 |
| Ronin | 48,214 | 81,668 | 59.04 | 65,985 | 80,669 | 81.80 |
| Cemetery | 151,154 | 143,903 | 105.04 | 149,851 | 142,808 | 104.93 |
| Library | 1,017,368 | 1,053,142 | 96.60 | 1,010,568 | 1,017,324 | 99.34 |
| Grant Appropriations | - | 539,000 | - | - | 475,632 | - |
| Total Operating Expenditures | 17,613,558 | 18,440,083 | 95.52 | 16,688,568 | 18,135,054 | 92.02 |

Preliminary (Unaudited)
City of Fremont - General Fund
Statement of Revenues and Expenditures
As of September 30, 2019

| | CURRENT YTD SEPTEMBER 2019 | FISCAL YEAR 2018-2019 BUDGET | FISCAL YEAR % BUDGET EXPENDED 2018-2019 | PRIOR YEAR YTD SEPTEMBER 2018 | FISCAL YEAR 2017-2018 BUDGET | FISCAL YEAR % BUDGET EXPENDED 2017-2018 |
|---|---|---|---|---|---|---|
| Capital Expenditures by Activity | | | | | | |
| Administration | | | | | | |
| Public Works | | | | | | |
| Engineering | 26,935 | - | - | 28,696 | 57,000 | 50.34 |
| Inspections | - | - | - | 28,696 | 32,000 | 89.68 |
| Planning | - | - | - | 28,696 | 32,000 | 89.68 |
| Police | | | | | | |
| Police | 320,180 | 842,853 | 37.99 | 329,373 | 1,087,121 | 30.30 |
| Fire | | | | | | |
| Fire | 321,146 | 68,476 | 468.99 | 64,254 | 352,662 | 18.22 |
| Parks | | | | | | |
| Facilities | 414,986 | 3,465,000 | 11.98 | 20,303 | 580,500 | 3.50 |
| Parks | 89,819 | 191,150 | 46.99 | 243,103 | 608,570 | 39.95 |
| Splash Station | - | 2,623,000 | - | 38 | 73,750 | .05 |
| Ronin | - | - | - | - | 32,000 | - |
| Cemetery | 7,650 | 10,000 | 76.50 | 228,011 | 234,000 | 97.44 |
| Library | - | 2,630,000 | - | 71,829 | 337,000 | 21.31 |
| Total Capital Expenditures | 1,180,716 | 9,830,479 | 12.01 | 1,042,999 | 3,426,603 | 30.44 |
| Principal Payments on Debt | 216,113 | 216,112 | 100.00 | 209,900 | 209,900 | 100.00 |
| Interest on Long-Term Debt | 33,935 | 33,936 | 100.00 | 40,148 | 40,148 | 100.00 |
| Total Expenditures | 19,044,322 | 28,520,610 | 66.77 | 17,981,615 | 21,811,705 | 82.44 |
| Excess/(Deficiency)of Revenues Over Expenditures | (5,335,572) | (9,293,132) | - | (6,362,528) | (9,417,605) | - |
| Other Financing Sources (Uses) | | | | | | |
| Transfers in | 7,701,784 | 7,811,440 | 98.60 | 7,401,951 | 8,145,126 | 90.88 |
| Transfers out | (13,399) | (1,606,750) | .83 | (37,848) | (306,170) | 12.36 |
| Net transfers | 7,688,385 | 6,204,690 | - | 7,364,103 | 7,838,956 | - |
| Net change in fund balance | 2,352,813 | (3,088,442) | - | 1,001,575 | (1,578,649) | - |

ADDITIONAL INFORMATION:
Provision of Fund Balance for
Fiscal Year 2018 was $1,001,575, of
which $1,626,631 is Carried Over
for Illegal Immigration & Levee

Preliminary (Unaudited)
City of Fremont - Special Revenue/Sales Tax Fund
Statement of Revenues and Expenditures
As of September 30, 2019

| | CURRENT YTD SEPTEMBER 2019 | FISCAL YEAR 2018-2019 BUDGET | FISCAL YEAR % BUDGET EXPENDED 2018-2019 | PRIOR YEAR YTD SEPTEMBER 2018 | FISCAL YEAR 2017-2018 BUDGET | FISCAL YEAR % BUDGET EXPENDED 2017-2018 |
|---|---|---|---|---|---|---|
| Revenue by Type | | | | | | |
| Taxes | | | | | | |
| Sales | 7,986,402 | 6,834,000 | 116.86 | 7,236,365 | 6,669,000 | 108.51 |
| Charges for Services | 12,237 | - | - | 39,435 | - | - |
| Interest | 235,776 | 43,150 | 546.41 | 216,627 | 90,150 | 240.30 |
| Other | 326,813 | - | - | 132,398 | - | - |
| Total Revenue | 8,561,228 | 6,877,150 | 124.49 | 7,624,825 | 6,759,150 | 112.81 |
| Expenditures by Activity | | | | | | |
| Public Safety-Fire | 142,966 | - | - | - | - | - |
| Infrastructure | 8 | - | - | - | - | - |
| Street Improvements | 8 | - | - | - | - | - |
| Economic Enhancement (LB 840) | 1,463,682 | 2,019,000 | 72.50 | 688,593 | 2,018,500 | 34.11 |
| Total Expenditures | 1,606,664 | 2,019,000 | 79.58 | 688,593 | 2,018,500 | 34.11 |
| Excess/(Deficiency)of Revenues Over Expenditures | 6,954,564 | 4,858,150 | - | 6,936,232 | 4,740,650 | - |
| Other Financing Sources (Uses) | | | | | | |
| Transfers in | - | - | - | 10,000 | - | - |
| Transfers out | (16,847,467) | (10,451,506) | 161.20 | (5,363,953) | (14,625,069) | 36.68 |
| Net transfers | (16,847,467) | (10,451,506) | - | (5,353,953) | (14,625,069) | - |
| Net change in fund balance | (9,892,903) | (5,593,356) | - | 1,582,279 | (9,884,419) | - |

Preliminary (Unaudited)
City of Fremont - Street Fund
Statement of Revenues and Expenditures
As of September 30, 2019

| | CURRENT YTD SEPTEMBER 2019 | FISCAL YEAR 2018-2019 BUDGET | FISCAL YEAR % BUDGET EXPENDED 2018-2019 | PRIOR YEAR YTD SEPTEMBER 2018 | FISCAL YEAR 2017-2018 BUDGET | FISCAL YEAR % BUDGET EXPENDED 2017-2018 |
|---|---|---|---|---|---|---|
| Revenue by Type | | | | | | |
| Taxes | | | | | | |
| Motor Vehicle | 592,991 | 575,000 | 103.13 | 560,088 | 550,000 | 101.83 |
| Intergovernmental | 3,740,706 | 3,510,109 | 106.57 | 3,503,755 | 3,626,292 | 96.62 |
| Charges for Services | 37,482 | 30,000 | 124.94 | 35,908 | 30,000 | 119.69 |
| Interest | 131,658 | 30,000 | 438.86 | 73,835 | 33,000 | 223.74 |
| Other | 4,106 | 4,000,000 | .10 | 7,091 | 4,000,000 | .18 |
| Total Revenue | 4,506,943 | 8,145,109 | 55.33 | 4,180,677 | 8,239,292 | 50.74 |
| Expenditures by Activity | | | | | | |
| Public Works | | | | | | |
| Streets | 2,614,711 | 7,045,945 | 37.11 | 2,616,430 | 3,271,174 | 79.98 |
| Streets Improvement | 15,005,567 | 13,042,739 | 115.05 | 1,537,401 | 15,195,368 | 10.12 |
| Total Expenditures | 17,620,278 | 20,088,684 | 87.71 | 4,153,831 | 18,466,542 | 22.49 |
| Excess/(Deficiency)of Revenues Over Expenditures | (13,113,335) | (11,943,575) | - | 26,846 | (10,227,250) | - |
| Other Financing Sources (Uses) | | | | | | |
| Transfers in | 12,581,966 | 6,279,114 | 200.38 | 1,347,793 | 10,000,000 | 13.48 |
| Net transfers | 12,581,966 | 6,279,114 | - | 1,347,793 | 10,000,000 | - |
| Net change in fund balance | (531,369) | (5,664,461) | - | 1,374,639 | (227,250) | - |

Preliminary (Unaudited)
City of Fremont - All Other Funds
Summarized Statement of Revenues and Expenditures
As of September 30, 2019

| | CURRENT YTD SEPTEMBER 2019 | FISCAL YEAR 2018-2019 BUDGET | FISCAL YEAR % BUDGET EXPENDED 2018-2019 | PRIOR YEAR YTD SEPTEMBER 2018 | FISCAL YEAR 2017-2018 BUDGET | FISCAL YEAR % BUDGET EXPENDED 2017-2018 |
|---|---|---|---|---|---|---|
| REVENUE BY FUND | | | | | | |
| COMMUNITY DEVELOPMENT AGY | 362,097 | 1,133,350 | 31.95 | 261,604 | 212,250 | 123.25 |
| DEBT SERVICE | 378,488 | 373,279 | 101.40 | 345,941 | 341,666 | 101.25 |
| KENO | 766,387 | 654,000 | 117.18 | 706,349 | 629,000 | 112.30 |
| PUBLIC USE | 3,581 | 1,000 | 358.10 | 2,671 | 1,000 | 267.10 |
| ECONOMIC ENHANCEMENT | 1,184 | 400 | 296.00 | 960 | 400 | 240.00 |
| AIRPORT | 280,312 | 144,400 | 194.12 | 144,271 | 894,400 | 16.13 |
| CDBG | 57,030 | 1,500,000 | 3.80 | 448,550 | 1,500,000 | 29.90 |
| ENHANCED 911 | 988,240 | 1,260,037 | 78.43 | 984,086 | 1,151,612 | 85.45 |
| DRUG TASK FORCE | - | - | - | 6,343 | - | - |
| WIRELESS E911 | 83,976 | 82,100 | 102.29 | 82,153 | 81,616 | 100.66 |
| SPECIAL PROJECTS | 1,315 | - | - | 1,451 | - | - |
| IMPROVEMENTS | 125,711 | 6,000 | 2,095.18 | 191,629 | 6,000 | 3,193.82 |
| #1 BUSINESS IMPROVEMENT DISTRICT | 45,119 | 48,216 | 93.58 | 44,625 | 20 | 223,125.00 |
| CITY EMPL INS BENEFIT | 6,583,533 | 7,049,189 | 93.39 | 6,625,376 | 7,049,820 | 93.98 |
| WORKERS COMPENSATION | 669,735 | 755,000 | 88.71 | 662,736 | 755,000 | 87.78 |
| EMPLOYEE WELLNESS | 3,421 | 3,503 | 97.66 | 3,559 | 3,503 | 101.60 |
| TOTAL REVENUE | 10,350,129 | 13,010,474 | 79.55 | 10,512,304 | 12,626,287 | 83.26 |
| EXPENDITURES BY FUND | | | | | | |
| COMMUNITY DEVELOPMENT AGY | 398,604 | 1,064,300 | 37.45 | 246,519 | 143,200 | 172.15 |
| DEBT SERVICE | 343,559 | 343,515 | 100.01 | 341,992 | 341,730 | 100.08 |
| KENO | 189,520 | 236,850 | 80.02 | 182,391 | 231,700 | 78.72 |
| ECONOMIC ENHANCEMENT | 60,000 | 100,000 | 60.00 | 79,333 | 275,000 | 28.85 |
| AIRPORT | 371,593 | 1,704,646 | 21.80 | 120,481 | 925,896 | 13.01 |
| CDBG | 319,096 | 1,500,000 | 21.27 | 268,917 | 1,515,000 | 17.75 |
| ENHANCED 911 | 1,007,979 | 1,358,751 | 74.18 | 1,070,367 | 1,413,876 | 75.70 |
| DRUG TASK FORCE | - | 40,000 | - | 7,569 | 40,000 | 18.92 |
| SPECIAL PROJECTS | 12,937 | - | - | 98,067 | 128,200 | 76.50 |
| IMPROVEMENTS | 68,544 | 750,000 | 9.14 | 202,522 | 750,000 | 27.00 |
| #1 BUSINESS IMPROVEMENT DISTRICT | 27,774 | 47,000 | 59.09 | 15,404 | 10,754 | 143.24 |
| CITY EMPL INS BENEFIT | 5,212,126 | 7,209,573 | 72.29 | 5,541,200 | 6,647,915 | 83.35 |
| WORKERS COMPENSATION | 726,335 | 760,944 | 95.45 | 493,917 | 743,995 | 66.39 |
| EMPLOYEE WELLNESS | 3,722 | 3,500 | 106.34 | 3,180 | 3,500 | 90.86 |
| TOTAL EXPENDITURES | 8,741,789 | 15,119,079 | 57.82 | 8,671,859 | 13,170,766 | 65.84 |

Preliminary (Unaudited)
City of Fremont - All Other Funds
Summarized Statement of Revenues and Expenditures
As of September 30, 2019

| | CURRENT YTD SEPTEMBER 2019 | FISCAL YEAR 2018-2019 BUDGET | FISCAL YEAR % BUDGET EXPENDED 2018-2019 | PRIOR YEAR YTD SEPTEMBER 2018 | FISCAL YEAR 2017-2018 BUDGET | FISCAL YEAR % BUDGET EXPENDED 2017-2018 |
|---|---|---|---|---|---|---|
| EXCESS/(DEFICIENCY)OF REVENUES OVER EXPENDITURES | 1,608,340 | (2,108,605) | - | 1,840,445 | (544,479) | - |
| OTHER FINANCING SOURCES (USES) | | | | | | |
| TRANSFERS IN | 213,672 | 1,738,714 | 12.29 | 311,438 | 340,464 | 91.47 |
| TRANSFERS OUT | (524,699) | (579,714) | 90.51 | (728,536) | (769,264) | 94.71 |
| NET TRANSFERS | (311,027) | 1,159,000 | - | (417,098) | (428,800) | - |
| NET CHANGE IN FUND BALANCE | 1,297,313 | (949,605) | - | 1,423,347 | (973,279) | - |

Preliminary (Unaudited) 2/07/20

City of Fremont - Governmental Funds & Internal Service Fund 1:00 PM

Balance Sheet - Fund Basis 1. 1

As of September 30, 2019

| | General Fund | Sales Tax/ Special Revenue Fund | Street Fund | Community Development Agency | Other Governmental Funds | Total Governmental Funds | Internal Service Funds (CEI/WC/EW) |
|---|---|---|---|---|---|---|---|
| ASSETS | | | | | | | |
| Cash and Cash Equivalents | $ 6,674,816 | $ 7,319,024 | $ 3,779,400 | $ 131,606 | $ 2,117,684 | $ 20,022,530 | $ 3,178,138 |
| Investments | 11,675,000 | 3,000,000 | 4,100,000 | - | 2,210,000 | 20,985,000 | 3,500,000 |
| County treasurer cash | 149,019 | - | 49,049 | - | 9,369 | 207,437 | - |
| Receivables | | | | | | | |
| Special Assessments | 27,765 | - | 26,345 | - | 338,597 | 392,707 | - |
| Accounts, net of allowance for doubtful accounts | 470,980 | - | 11,406 | - | 27,168 | 509,554 | - |
| Notes receivable, net of allowance for doubtful accounts | - | 1,678,196 | - | - | 1,087,752 | 2,765,949 | - |
| Interest | 169,840 | 20,365 | 48,097 | - | 49,094 | 287,396 | 20,900 |
| Property tax | 182,482 | - | - | - | 25,279 | 207,761 | - |
| Business tax | 198,024 | - | - | - | 25,773 | 223,797 | - |
| Other tax | - | - | 318,385 | - | - | 318,385 | - |
| TIF bonds receivable | - | - | - | 225,398 | - | 225,398 | - |
| Due from other governments | 35,265 | 1,460,239 | - | - | 230,046 | 1,725,550 | - |
| Due from other funds | 879,051 | 126,898 | 258,730 | - | 101,829 | 1,366,508 | - |
| Prepaid Expenses | 50,122 | - | - | - | - | 50,122 | - |
| Total assets | $ 20,512,364 | $ 13,604,722 | $ 8,591,412 | $ 357,004 | $ 6,222,591 | $ 49,288,094 | $ 6,699,038 |
| LIABILITIES | | | | | | | |
| Accounts payable | $ 600,223 | $ 120 | $ 370,540 | - | $ 88,268 | $ 1,059,151 | $ 188,669 |
| Accrued expenses | 404,797 | - | 57,919 | - | 26,974 | 489,690 | 592,570 |
| Due to other governments | 2,751 | - | - | - | - | 2,751 | - |
| Due to other funds | 135,173 | 504,972 | 4,230 | 391,782 | 376,923 | 1,413,080 | - |
| TIF bonds payable | - | - | - | - | - | - | - |
| Customer Deposits | 25,545 | - | - | - | - | 25,545 | - |
| Unearned revenue | - | - | - | - | 6,600 | 6,600 | - |
| Total liabilities | 1,168,489 | 505,092 | 432,689 | 391,782 | 498,765 | 2,996,817 | 781,239 |
| DEFERRED INFLOWS OF RESOURCES | | | | | | | |
| Unavailable revenue-property taxes | 129,803 | - | - | - | 21,955 | 151,759 | - |
| Unavailable revenue-other local tax | 27,765 | - | 26,345 | - | 210,035 | 264,145 | - |
| Unavailable revenue-fees and other | 369,340 | 20,365 | 57,738 | 225,398 | 232,487 | 884,963 | - |
| Unavailable revenue-notes | - | - | - | - | - | - | - |
| Total deferred inflows | 526,908 | 20,365 | 84,083 | 225,398 | 464,477 | 1,300,867 | - |

| | General Fund | Sales Tax/ Special Revenue Fund | Street Fund | Community Development Agency | Other Governmental Funds | Total Governmental Funds | Internal Service Funds (CEI/WC/EW) |
|---|---|---|---|---|---|---|---|
| FUND BALANCES (DEFICIT) | | | | | | | |
| Nonspendable: | | | | | | | |
| Permanent fund principal | - | - | - | - | 125,000 | 125,000 | - |
| Prepaid expenses | 50,122 | - | - | - | - | 50,122 | - |
| Notes receivable | - | - | - | - | - | - | - |
| Restricted for: | | | | | | | |
| Debt service | - | - | - | - | 130,878 | 130,878 | - |
| Street Improvements | - | 1,623,419 | 8,074,640 | - | - | 9,698,059 | - |
| Public safety | - | 1,897,536 | - | - | 363,143 | 2,260,679 | - |
| Infrastructure | - | 1,273,260 | - | - | - | 1,273,260 | - |
| Property tax relief | - | 958,930 | - | - | - | 958,930 | - |
| Economic Development | - | 7,326,118 | - | - | 648,987 | 7,995,469 | - |
| Capital/special projects | - | - | - | - | 2,409,341 | 2,409,341 | - |
| Federal programs | - | - | - | - | 902,038 | 902,038 | - |
| Community betterment | - | - | - | - | 623,249 | 623,249 | - |
| Committed for: | | | | | | | |
| Code enforcement/defense & PD Bldg | 1,393,950 | - | - | - | - | 1,393,950 | - |
| Capital improvement projects | 2,684,373 | - | - | - | - | 2,684,373 | - |
| Assigned for: | | | | | | | |
| Budget stabilization | - | - | - | - | - | - | - |
| Other | - | - | - | - | 56,713 | 56,713 | - |
| Unassigned | 14,688,521 | - | - | (260,176) | - | 14,428,345 | 5,917,799 |
| Total fund balances | 18,816,968 | 13,079,263 | 8,074,640 | (260,176) | 5,259,349 | 44,990,408 | 5,917,799 |
| Total liabilities, deferred inflows of resources and fund balances | $ 20,512,365 | $ 13,604,720 | $ 8,591,412 | $ 357,004 | $ 6,222,591 | $ 49,288,092 | $ 6,699,038 |
| | (1) | 1 | - | - | - | 2 | - |

FREMONT DEPARTMENT OF UTILITIES
ELECTRIC SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 9/30/19

| | CURRENT YEAR ACTUAL Current Month | CURRENT YEAR ACTUAL Year-To-Date | PRIOR YEAR ACTUAL Current Month | PRIOR YEAR ACTUAL Year-To-Date | CURRENT YEAR BUDGET Year-To-Date | ANNUAL BUDGET | % BUDGET |
|---|---|---|---|---|---|---|---|
| REVENUE IN DOLLARS | | | | | | | |
| Operating Revenue | 5,240,564 | 45,281,260 | 4,668,032 | 42,730,731 | 44,846,800 | 44,846,800 | 100.97 |
| Less Operating Expense | 3,454,817 | 35,978,474 | 3,577,171 | 33,093,232 | 40,801,165 | 40,801,165 | 88.18 |
| Net Operating Revenue | 1,785,747 | 9,302,786 | 1,090,861 | 9,637,499 | 4,045,635 | 4,045,635 | 229.95 |
| Nonoperating Revenue | 130,174 | 671,689 | 307,111 | 835,946 | 175,000 | 175,000 | 383.82 |
| Less Nonoperating Expense | 1,957 | 2,277,352 | (120,391) | 1,988,638 | 2,219,209 | 2,219,209 | 102.62 |
| Net Nonoperating Revenue | 128,217 | (1,605,663) | 427,502 | (1,152,692) | (2,044,209) | (2,044,209) | 78.55 |
| Net Operating Revenue | 1,785,747 | 9,302,786 | 1,090,861 | 9,637,499 | 4,045,635 | 4,045,635 | 229.95 |
| Net Nonoperating Revenue | 128,217 | (1,605,663) | 427,502 | (1,152,692) | (2,044,209) | (2,044,209) | 78.55 |
| Net Revenue | 1,913,964 | 7,697,123 | 1,518,363 | 8,484,807 | 2,001,426 | 2,001,426 | 384.58 |
| Interfund Transfer In | - | 13,399 | - | 37,848 | 116,750 | 116,750 | 11.48 |
| Interfund Transfer Out | (251,721) | (2,453,618) | (194,068) | (2,290,615) | (2,470,663) | (2,470,663) | 99.31 |
| Net Interfund Transfer | (251,721) | (2,440,219) | (194,068) | (2,252,767) | (2,353,913) | (2,353,913) | 103.67 |
| Change in Net Position | 1,662,243 | 5,256,904 | 1,324,295 | 6,232,040 | (352,487) | (352,487) | (1,491.38) |
| EXPENSE IN DOLLARS | | | | | | | |
| Production | 1,694,171 | 19,761,936 | 2,032,496 | 18,759,906 | 22,777,825 | 22,777,825 | 86.76 |
| Distribution | 520,765 | 3,693,046 | 326,667 | 2,739,375 | 3,430,293 | 3,430,293 | 107.66 |
| Administrative & General | 325,909 | 4,183,560 | 201,954 | 3,905,062 | 4,343,318 | 4,343,318 | 96.32 |
| Depreciation | 494,646 | 5,582,816 | 486,808 | 5,250,300 | 6,997,500 | 6,997,500 | 79.78 |
| Subtotal | 3,035,491 | 33,221,358 | 3,047,925 | 30,654,643 | 37,548,936 | 37,548,936 | 88.47 |
| Purchased Power | 421,283 | 5,034,468 | 408,855 | 4,427,227 | 5,471,438 | 5,471,438 | 92.01 |
| Cost of Inventory Sold | - | - | - | - | - | - | - |
| Total Expenses | 3,456,774 | 38,255,826 | 3,456,780 | 35,081,870 | 43,020,374 | 43,020,374 | 88.92 |
| INFORMATIONAL ONLY, all amounts included above: | | | | | | | |
| PAYROLL IN DOLLARS * | | | | | | | |
| Regular | 896,555 | 7,627,199 | 934,317 | 7,627,813 | 8,468,542 | 8,468,542 | 90.07 |
| Overtime | 73,310 | 625,314 | 61,593 | 542,673 | 599,226 | 599,226 | 104.35 |
| Total Payroll | 969,865 | 8,252,513 | 995,910 | 8,170,486 | 9,067,768 | 9,067,768 | 91.01 |
| Off System Sales | 235,277 | 5,146,048 | 331,811 | 4,028,984 | 5,500,000 | 5,500,000 | 93.56 |
| Late Payment Revenue | 20,218 | 191,156 | 21,834 | 198,564 | 200,000 | 200,000 | 95.58 |
| Fixed Asset/Capital WIP | - | - | (27,799) | - | - | - | - |

FREMONT DEPARTMENT OF UTILITIES
WATER SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 9/30/19

| | CURRENT YEAR ACTUAL Current Month | CURRENT YEAR ACTUAL Year-To-Date | PRIOR YEAR ACTUAL Current Month | PRIOR YEAR ACTUAL Year-To-Date | CURRENT YEAR BUDGET Year-To-Date | ANNUAL BUDGET | % BUDGET |
|---|---|---|---|---|---|---|---|
| REVENUE IN DOLLARS | | | | | | | |
| Water Sales | 431,466 | 4,097,457 | 427,542 | 3,768,698 | 4,750,688 | 4,750,688 | 86.25 |
| Tap Fees | - | - | - | 2,500 | - | - | - |
| Total Operating Revenue | 431,466 | 4,097,457 | 427,542 | 3,771,198 | 4,750,688 | 4,750,688 | 86.25 |
| Less Operating Expense | 199,143 | 3,278,122 | 385,798 | 2,986,167 | 3,442,223 | 3,442,223 | 95.23 |
| Net Operating Revenue | 232,323 | 819,335 | 41,744 | 785,031 | 1,308,465 | 1,308,465 | 62.62 |
| Nonoperating Revenue | 849,062 | 892,501 | 23,320 | 70,804 | 58,200 | 58,200 | 1,533.51 |
| Less Nonoperating Expense | (3,351) | 121,656 | (2,834) | 128,756 | 123,533 | 123,533 | 98.48 |
| Net Nonoperating Revenue | 852,413 | 770,845 | 26,154 | (57,952) | (65,333) | (65,333) | (1,179.87) |
| Net Operating Revenue | 232,323 | 819,335 | 41,744 | 785,031 | 1,308,465 | 1,308,465 | 62.62 |
| Net Nonoperating Revenue | 852,413 | 770,845 | 26,154 | (57,952) | (65,333) | (65,333) | (1,179.87) |
| Net Revenue | 1,084,736 | 1,590,180 | 67,898 | 727,079 | 1,243,132 | 1,243,132 | 127.92 |
| Interfund Transfer In | - | 129,347 | - | 80,819 | 129,347 | 129,347 | 100.00 |
| Interfund Transfer Out | (24,482) | (231,801) | (19,350) | (210,156) | (293,793) | (293,793) | 78.90 |
| Net Interfund Transfer | (24,482) | (102,454) | (19,350) | (129,337) | (164,446) | (164,446) | 62.30 |
| Change in Net Position | 1,060,254 | 1,487,726 | 48,548 | 597,742 | 1,078,686 | 1,078,686 | 137.92 |
| EXPENSE IN DOLLARS | | | | | | | |
| Production | 214,683 | 872,705 | 164,526 | 733,011 | 913,569 | 913,569 | 95.53 |
| Distribution | (169,613) | 753,926 | 88,496 | 662,533 | 762,201 | 762,201 | 98.91 |
| Administrative & General | 51,107 | 757,674 | 46,458 | 729,833 | 814,486 | 814,486 | 93.02 |
| Depreciation | 99,615 | 1,015,473 | 83,484 | 989,546 | 1,075,500 | 1,075,500 | 94.42 |
| Total Expense | 195,792 | 3,399,778 | 382,964 | 3,114,923 | 3,565,756 | 3,565,756 | 95.35 |
| INFORMATIONAL ONLY, all amounts included above: | | | | | | | |
| PAYROLL IN DOLLARS * | | | | | | | |
| Regular | 51,852 | 531,676 | 43,213 | 404,942 | 353,481 | 353,481 | 150.41 |
| Overtime | 3,083 | 98,409 | 2,154 | 25,999 | 10,000 | 10,000 | 984.09 |
| Total Payroll | 54,935 | 630,085 | 45,367 | 430,941 | 363,481 | 363,481 | 173.35 |
| Fixed Asset/Capital WIP | - | - | - | - | - | - | - |

FREMONT DEPARTMENT OF UTILITIES
SEWER SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 9/30/19

| | CURRENT YEAR ACTUAL Current Month | CURRENT YEAR ACTUAL Year-To-Date | PRIOR YEAR ACTUAL Current Month | PRIOR YEAR ACTUAL Year-To-Date | CURRENT YEAR BUDGET Year-To-Date | ANNUAL BUDGET | % BUDGET |
|---|---|---|---|---|---|---|---|
| REVENUE IN DOLLARS | | | | | | | |
| Sewer Rentals | 610,615 | 6,168,939 | 616,165 | 5,721,006 | 7,724,705 | 7,724,705 | 79.86 |
| Tap Fees | - | - | (3,999) | - | - | - | - |
| Total Operating Revenue | 610,615 | 6,168,939 | 612,166 | 5,721,006 | 7,724,705 | 7,724,705 | 79.86 |
| Less Operating Expense | 650,605 | 4,862,061 | 532,956 | 4,549,135 | 5,201,205 | 5,201,205 | 93.48 |
| Net Operating Revenue | (39,990) | 1,306,878 | 79,210 | 1,171,871 | 2,523,500 | 2,523,500 | 51.79 |
| Nonoperating Revenue | 2,676,006 | 2,975,470 | (22,175) | 690,294 | 52,200 | 52,200 | 5,700.13 |
| Less Nonoperating Expense | 429,281 | 1,178,945 | 5,836 | 32,064 | 1,100,840 | 1,100,840 | 107.10 |
| Net Nonoperating Revenue | 2,246,725 | 1,796,525 | (28,011) | 658,230 | (1,048,640) | (1,048,640) | (171.32) |
| Net Operating Revenue | (39,990) | 1,306,878 | 79,210 | 1,171,871 | 2,523,500 | 2,523,500 | 51.79 |
| Net Nonoperating Revenue | 2,246,725 | 1,796,525 | (28,011) | 658,230 | (1,048,640) | (1,048,640) | (171.32) |
| Net Revenue | 2,206,735 | 3,103,403 | 51,199 | 1,830,101 | 1,474,860 | 1,474,860 | 210.42 |
| Interfund Transfer In | - | 103,668 | - | 64,775 | 103,668 | 103,668 | 100.00 |
| Interfund Transfer Out | (40,040) | (355,421) | (27,522) | (336,732) | (480,482) | (480,482) | 73.97 |
| Net Interfund Transfer | (40,040) | (251,753) | (27,522) | (271,957) | (376,814) | (376,814) | 66.81 |
| Change in Net Position | 2,166,695 | 2,851,650 | 23,677 | 1,558,144 | 1,098,046 | 1,098,046 | 259.70 |
| EXPENSE IN DOLLARS | | | | | | | |
| Production | 291,342 | 2,022,349 | 281,799 | 1,893,008 | 2,247,367 | 2,247,367 | 89.99 |
| Collection | 45,675 | 546,398 | 71,658 | 564,002 | 734,866 | 734,866 | 74.35 |
| Administrative & General | 491,543 | 1,827,131 | 58,542 | 620,627 | 1,812,312 | 1,812,312 | 100.82 |
| Depreciation | 251,326 | 1,645,128 | 126,793 | 1,503,562 | 1,507,500 | 1,507,500 | 109.13 |
| Total Expense | 1,079,886 | 6,041,006 | 538,792 | 4,581,199 | 6,302,045 | 6,302,045 | 95.86 |
| INFORMATIONAL ONLY, all amounts included above: | | | | | | | |
| PAYROLL IN DOLLARS * | | | | | | | |
| Regular | 112,638 | 895,141 | 116,339 | 842,552 | 1,055,239 | 1,055,239 | 84.83 |
| Overtime | 2,966 | 42,453 | 4,388 | 35,625 | 37,000 | 37,000 | 114.74 |
| Total Payroll | 115,604 | 937,594 | 120,727 | 878,177 | 1,092,239 | 1,092,239 | 85.84 |
| Fixed Asset/Capital WIP | - | - | - | - | - | - | - |

FREMONT DEPARTMENT OF UTILITIES
GAS SYSTEM
FINANCE ACTIVITY
FOR MONTH ENDED 9/30/19

| | CURRENT YEAR ACTUAL Current Month | CURRENT YEAR ACTUAL Year-To-Date | PRIOR YEAR ACTUAL Current Month | PRIOR YEAR ACTUAL Year-To-Date | CURRENT YEAR BUDGET Year-To-Date | ANNUAL BUDGET | % BUDGET |
|---|---|---|---|---|---|---|---|
| REVENUE IN DOLLARS | | | | | | | |
| Operating Revenue | 553,962 | 14,964,928 | 608,014 | 14,192,397 | 13,939,000 | 13,939,000 | 107.36 |
| Less Operating Expense | 816,151 | 13,682,390 | 768,234 | 13,047,311 | 13,651,202 | 13,651,202 | 100.23 |
| Net Operating Revenue | (262,189) | 1,282,538 | (160,220) | 1,145,086 | 287,798 | 287,798 | 445.64 |
| Nonoperating Revenue | 11,703 | 62,907 | (1,004) | 73,447 | 35,000 | 35,000 | 179.73 |
| Less Nonoperating Expense | - | - | - | - | - | - | - |
| Net Nonoperating Revenue | 11,703 | 62,907 | (1,004) | 73,447 | 35,000 | 35,000 | 179.73 |
| Net Operating Revenue | (262,189) | 1,282,538 | (160,220) | 1,145,086 | 287,798 | 287,798 | 445.64 |
| Net Nonoperating Revenue | 11,703 | 62,907 | (1,004) | 73,447 | 35,000 | 35,000 | 179.73 |
| Net Revenue | (250,486) | 1,345,445 | (161,224) | 1,218,533 | 322,798 | 322,798 | 416.81 |
| Interfund Transfer In | - | - | - | - | - | - | - |
| Interfund Transfer Out | (70,510) | (317,431) | (20,462) | (276,783) | (296,125) | (296,125) | 107.19 |
| Net Interfund Transfer | (70,510) | (317,431) | (20,462) | (276,783) | (296,125) | (296,125) | 107.19 |
| Change in Net Position | (320,996) | 1,028,014 | (181,686) | 941,750 | 26,673 | 26,673 | 3,854.14 |
| EXPENSE IN DOLLARS | | | | | | | |
| Gas Purchase Expense | 391,513 | 10,414,120 | 414,564 | 9,901,376 | 9,996,000 | 9,996,000 | 104.18 |
| Distribution | 176,598 | 1,471,627 | 200,664 | 1,499,316 | 1,619,639 | 1,619,639 | 90.86 |
| Administrative & General | 134,380 | 1,276,534 | 114,732 | 1,205,760 | 1,414,063 | 1,414,063 | 90.27 |
| Depreciation | 113,660 | 520,109 | 38,274 | 440,859 | 621,500 | 621,500 | 83.69 |
| Total Expense | 816,151 | 13,682,390 | 768,234 | 13,047,311 | 13,651,202 | 13,651,202 | 100.23 |
| INFORMATIONAL ONLY, all amounts included above: | | | | | | | |
| PAYROLL IN DOLLARS * | | | | | | | |
| Regular | 99,370 | 765,401 | 97,747 | 764,006 | 788,365 | 788,365 | 97.09 |
| Overtime | 2,166 | 28,294 | 1,957 | 18,834 | 15,000 | 15,000 | 188.63 |
| Total Payroll | 101,536 | 793,695 | 99,704 | 782,840 | 803,365 | 803,365 | 98.80 |
| Late Payment Revenue | 2,685 | 85,708 | 2,909 | 84,849 | 80,000 | 80,000 | 107.14 |
| Fixed Asset/Capital WIP | - | - | - | - | - | - | - |

# CITY OF FREMONT, NEBRASKA
## Statement of Net Position - Proprietary Funds
## September 30, 2019

| | Enterprise Funds | | | | |
|---|---|---|---|---|---|
| | Electric Fund | Water Fund | Sewer Fund | Gas Fund | Total |
| **ASSETS** | | | | | |
| Current assets: | | | | | |
| Cash and cash equivalents | $ 11,356,468 | $ 2,807,631 | $ 4,081,762 | $ 2,713,459 | $ 20,959,320 |
| Investments | 4,052,831 | - | 5,972,554 | 1,500,000 | 11,525,385 |
| Receivables | | | | | |
| Accounts, net of allowance for doubtful accounts | 2,235,522 | 353,183 | 244,308 | 345,564 | 3,178,578 |
| Unbilled revenue | 2,546,946 | 294,893 | 509,890 | 509,081 | 3,860,809 |
| Due from other funds | 234,147 | 6,040 | 3,253 | 6,994 | 250,435 |
| Due from other governments | 455,548 | - | - | - | 455,548 |
| Interest | 218,993 | 25,186 | 201,390 | 30,299 | 475,868 |
| Inventory | 9,186,752 | 263,482 | 129,554 | 1,191,864 | 10,771,652 |
| Prepaid expenses | 106,622 | 21,691 | 21,691 | 46,405 | 196,408 |
| Total current assets | 30,393,829 | 3,772,106 | 11,164,403 | 6,343,666 | 51,674,003 |
| Noncurrent assets: | | | | | |
| Restricted cash and cash equivalents | 1,665,677 | 34,801 | 4,920,884 | - | 6,621,362 |
| Restricted investments | 8,775,669 | 875,000 | 2,394,946 | - | 12,045,615 |
| Regulatory asset | 18,694,595 | - | - | 812,975 | 19,507,570 |
| Capital assets | | | | | |
| Land | 2,003,254 | 1,890,618 | 1,041,962 | 116,340 | 5,052,174 |
| Construction in progress | 1,647,800 | 790,126 | 28,062,026 | 662,762 | 31,162,714 |
| Depreciable capital assets | 220,768,945 | 42,264,088 | 57,747,870 | 19,610,467 | 340,391,370 |
| Less Accumulated depreciation | (110,254,738) | (19,142,124) | (28,515,660) | (11,655,641) | (169,568,164) |
| Net capital assets | 114,165,261 | 25,802,708 | 58,336,198 | 8,733,928 | 207,038,094 |
| Total noncurrent assets | 143,301,202 | 26,712,509 | 65,652,028 | 9,546,903 | 245,212,642 |
| **Total assets** | 173,695,031 | 30,484,614 | 76,816,431 | 15,890,569 | 296,886,645 |
| Deferred Outflows of Reources | | | | | |
| Deferred loss on bond refunding | 93,040 | 19,724 | 12,329 | - | 125,093 |
| **Total Deferred outlfows of resources** | 93,040 | 19,724 | 12,329 | - | 125,093 |
| **LIABILITIES** | | | | | |
| Current liabilities: | | | | | |
| Accounts payable | 6,347,970 | 205,117 | 4,592,209 | 569,532 | 11,714,828 |
| Settlements Due/Retainage | - | - | - | - | - |
| Due to other funds | 117,416 | 40,390 | 25,861 | 20,197 | 203,863 |
| Sales tax payable | 334,375 | 7,256 | - | 445 | 342,076 |
| Accrued interest payable | 664,849 | 27,506 | 477,935 | - | 1,170,290 |
| Customer deposits | 685,797 | 1,031 | - | - | 686,828 |
| Unearned revenue | 332,587 | - | - | - | 332,587 |
| Warranty reserve surge protection | 9,168 | - | - | - | 9,168 |
| Accrued payroll | 450,047 | 23,737 | 52,374 | 48,001 | 574,159 |
| ST Compensated absences | 535,000 | 20,350 | 80,100 | 78,700 | 714,150 |
| Current portion of long-term obligations | 2,907,048 | 737,413 | 1,210,540 | - | 4,855,001 |
| Total current liabilities | 12,384,258 | 1,062,799 | 6,439,019 | 716,875 | 20,602,951 |
| Noncurrent liabilities: | | | | | |
| Fly Ash liability | 154,724 | - | - | - | 154,724 |
| Compensated absences | 533,180 | 13,412 | 50,552 | 174,034 | 771,178 |
| Noncurrent portion of long-term obligations | 59,390,750 | 3,760,329 | 31,893,952 | - | 95,045,030 |
| Total noncurrent liabilities | 60,078,653 | 3,773,741 | 31,944,504 | 174,034 | 95,970,932 |
| **Total liabilities** | 72,462,911 | 4,836,540 | 38,383,523 | 890,909 | 116,573,882 |
| Deferred Inflows of Resources | | | | | |
| Deferred gain on bond refundings | 227 | 229 | 128 | - | 584 |
| **Total Deferred inlfows of resources** | 227 | 229 | 128 | - | 584 |
| **NET POSITION** | | | | | |
| Invested in capital assets, net | 53,167,059 | 21,234,222 | 25,643,007 | 8,672,869 | 108,717,156 |
| Restricted for: | | | | | |
| Debt service | 7,930,393 | 909,801 | 2,394,946 | - | 11,235,140 |
| Fly Ash disposal | 845,276 | - | - | - | 845,276 |
| Unrestricted | 39,382,205 | 3,523,547 | 10,407,156.77 | 6,326,791 | 59,639,699 |
| **Total net position** | $ 101,324,933 | $ 25,667,569 | $ 38,445,109 | $ 14,999,660 | $ 180,437,272 |

**CITY COUNCIL MEETING MINUTES**
**February 11, 2020**
**City Council Chambers 400 East Military, Fremont NE**
**REGULAR MEETING – 7:00 P.M.**

**REGULAR MEETING:**

1. Meeting called to order. After the Pledge of Allegiance, the Mayor called the meeting of 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.

2. Roll call. Roll call showed Council Members McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus and Legband present. Absent: Yerger. 7 Councilmembers present.

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

4. Motion to adopt current agenda for February 11, 2020 Regular Meeting. Council Member McClain moved, seconded by Council Member Legband to adopt current agenda for February 11, 2020 Regular Meeting. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Motion carried.

**BUSINESS FROM PREVIOUS MEETING:**

5. Ordinance 5521 for a Change of Zone from UR, Urban Residential to SC, Suburban Commercial property generally located on the west side of N. Clarkson St. between the hospital access road and 30th Streets. Council Member Jensen moved, seconded by Council Member Legband to hold second reading of Ordinance 5521. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.

6. Ordinance 5523 to amend Section 11-920 of the City of Fremont UDC to amend the definitions of Front Yard, Side Yard, Street Side Yard and Rear Yard. Council Member Jacobus moved, seconded by Council Member Kuhns to approve second reading of Ordinance 5523. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading. Council Member Jensen moved, seconded by Council Member Kuhns to suspend the rules and move to final reading. Ayes: McClain, Kuhns, Bechtel, Jensen, Legband. Nays: Ellis, Jacobus. Motion failed.

7. Ordinance 5512 amending Chapter 3, Section 3-230 of the Fremont Municipal Code titled Municipal Sewerage System; charge and considerations for connections. Council Member Jacobus moved, seconded by Council Member Ellis to continue the item. Ayes: Ellis, Jensen, Jacobus. Nays: McClain, Kuhns, Bechtel, Legband. Motion failed. Council Member Kuhns moved, seconded by Council Member Legband to approve Ordinance 5512 with Option B Language. Ayes: McClain, Kuhns, Bechtel, Legband, Getzschman. Nays: Ellis, Jensen, Jacobus. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a final vote on the Ordinance. Ayes: McClain, Kuhns, Bechtel, Jensen, Legband. Nays: Ellis, Jacobus. Ordinance 5512 is approved.

8. Discussion Northeast Nebraska Solid Waste Coalition (NNSWC) budget and rates for the fiscal year

ending September 30, 2020. The Mayor provided an opportunity for the public to provide comments and no action was taken.

9. Council Member Yerger item - Motion to authorize the City Attorney to research and draft a Conflict of Interest Policy for the City of Fremont that requires all elected City officials, all appointed officers, all hired City officials and all other decision-making appointed commissioners and board members to list and disclose any entity affiliations, trusteeships, executive committee positions, board member positions, business ownerships, partnerships, LLCs, or other private or consensual relationships that lend themselves to actual, potential or perceived conflicts of interest. Council Member Jensen moved, seconded by Council Member Jacobus to continue the item. Ayes: McClain, Ellis, Jensen, Jacobus. Nays: Kuhns, Bechtel, Legband. Motion failed. Council Member Jacobus moved to approve Council Member Yerger's request to authorize City Attorney to look into this and develop a policy. Motion died due to lack of a second.

10. Receive update on the March 2019 Flood. City Administrator Newton presented information. No action was taken.

11. Resolution 2020-022 approving the FAA Airport Capital Improvement Plan. Council Member Jensen moved, seconded by Council Legband to approve Resolution 2020-022. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Motion carried.

12. Resolution 2020-023 of the City Council of the City of Fremont, Nebraska to authorize to approval of Architectural Services Agreement with Davis Design, Inc. for Design Services in connection with the Aircraft Terminal Building at the Fremont Airport. Council Member Jensen moved, seconded by Council Member Jacobus to approve Resolution 2020-023. Ayes: McClain, Kuhns, Bechtel, Jensen, Jacobus, Legband. Nay: Ellis. Motion carried.

**PUBLIC HEARINGS:**

13. Resolution 2020-026 approving the Class I Liquor License for Alto Kitchen and Bar at 317 N. Main Street. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Kuhns moved, seconded by Council Member Legband to approve Resolution 2020-026. Ayes: McClain, Ellis, Kuhns, Jensen, Jacobus, Legband. Abstention: Bechtel. Motion carried.

14. Resolution 2020-027 of the City Council of the City of Fremont, Nebraska, to approve the Hidden Brook Preliminary Plat on property legally described as Lot 2 and Lot 3, Fountain Springs Estates Subdivision. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Kuhns moved, seconded by Council Member Legband to approve Resolution 2020-027. Ayes: McClain, Ellis, Kuhns, Jensen, Jacobus, Legband. Abstention: Bechtel. Motion carried.

15. Resolution 2020-028 of the City Council of the City of Fremont, Nebraska, to approve the Hidden Brook Final Plat on property legally described as Lot 2 and Lot 3, Fountain Springs Estates Subdivision. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Legband moved, seconded by Council Member Kuhns to approve Resolution 2020-028. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Legband. Nay: Jacobus. Motion carried.

**CONSENT AGENDA:** Council Member Jensen moved, seconded by Council Member McClain to approve Consent Agenda items 16-21, 23, 27 and 28. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Motion carried.

16. Motion to approve January 29, 2020 through February 11, 2020 claims and authorize checks to be drawn on the proper accounts.

17. Receive Report of the Treasury.

18. Dispense with and approve January 28, 2020 City Council Meeting Minutes

19. Consideration of concrete license application, Denny Electric.

20. Resolution 2020-029 authorizing the Mayor to sign a letter of support from the City for the Fremont Housing Authority.

21. Move to approve the re-appointment of Dian Christensen Hillis and Ann Prince to the Parks & Recreation Board.

23. Resolution 2020-030 to enter in to a data sharing agreement with the 911 Department of the Nebraska Public Service Commission.

27. Motion to approve an authorize execution of settlement agreement, claim and release of liability between the City of Fremont and Juan Nevarez.

28. Move to appoint Lottie Mitchell as the City's Property Assessed Clean Energy (PACE) District Administrator.

**ITEMS REMOVED FROM THE CONSENT AGENDA FOR SEPARATE DISCUSSION:**

22. Move to approve the appointment the *Raegen* Mayberry Yount to the Library Board. Council Member Jacobus moved to continue the item to the second meeting in February. Motion died due to the lack of a second. Council Member Legband moved, seconded by Council Member Kuhns to approve the appointment of Raegen Mayberry Yount. Ayes: McClain, Kuhns, Legband. Nays: Ellis, Bechtel, Jensen, Jacobus. Motion failed.

24. Resolution 2020-031 accepting and awarding an Energy Services Company contract to Navitas, LLC. Council Member Jensen moved, seconded by Council Member Kuhns to approve Resolution 2020-031. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Motion carried.

25. Resolution 2020-032 accepting the proposal and awarding the contract to HDR Engineering, Inc. for engineering design services for Substation H. Council Member Jacobus moved, seconded by Council Member Legband to approve Resolution 2020-032. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Motion carried.

26. Resolution 2020-033 to authorize the execution of Reimbursement and Indemnification Agreement with WholeStone Farms Inc. Council Memner Kuhns moved, seconded by Council Member McClain to approve Resolution 2020-033. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Motion carried.

**UNFINISHED BUSINESS: requires individual associated action**

29. Motion authorizing the Mayor to appoint Stan Darling to the Planning Commission. Council Member Kuhns moved, seconded by Council Member Legband to appoint Stan Darling to the Planning Commission. Ayes: Kuhns, Bechtel, Legband. Nays: McClain, Ellis, Jensen, Jacobus. Motion failed.

30. Ordinance 5525 pertaining to the sale and conveyance of real estate to Travis J. Bird and Molly J. Bird, (second reading). Council Member Jacobus moved, seconded by Council Member Legband to amend the language to reflect one instead of two positions. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Motion carried. Council Member Legband moved, seconded by Council Member Jensen to hold second reading of the Ordinance. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading. Council Member Jensen moved,

seconded by Council Member Legband to suspend the rules and move to final reading. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Legband. Nay: Jacobus. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a final vote on the Ordinance. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Motion carried.

31. Council Member Kuhns Item – reconsider Resolution 2019-209/2020-011 consider City Council Meeting Agenda Policy. Council Member Jacobus moved, seconded by Council Member Ellis to continue the reconsideration to the last meeting in February. Ayes: McClain, Ellis, Jensen, Jacobus. Nays: Kuhns, Bechtel, Legband. Motion failed. Council Member Kuhns moved, seconded by Council Member Legband to reconsider Resolution 2019-209/2020-011 consider City Council Meeting Agenda Policy. Ayes: McClain, Ellis, Kuhns, Bechtel, Legband. Nays: Jacobus, Ellis. Council Member Kuhns moved, seconded by Council Member Legband to amend the blended Resolution item 1d to add the Mayor or a member of Council, and to change sixth to fourth in the fourth paragraph, and remove paragraph five. Ayes: McClain, Kuhns, Bechtel, Legband, Getzschman. Nays: Ellis, Jensen, Jacobus. Motion carried. Council Kuhns moved, seconded by Council Member Legband to approve Resolution 2019-2009 as amended. Ayes: McClain, Kuhns, Bechtel, Legband, Getzschman. Nays: Ellis, Jensen, Jacobus. Motion carried.

**<u>NEW BUSINESS:</u> requires individual associated action**

32. Resolution 2020-034 to approve the Master Fee Schedule for the City of Fremont and to authorize Staff to assess those fees accordingly. Council Member Jensen moved, seconded by Council Member Jacobus to amend the schedule to reflect $35 for the Aquatics Coupon Book on page 1 of the schedule. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member McClain to approve the amended Resolution 2020-034. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Motion carried.

33. Resolution 2020-035 accepting and awarding the bid to Constructors, Inc. for the construction of the Bell Street Asphalt Overly project location on Bell Street between Linden Avenue and 23rd Street. Council Member McClain moved, seconded by Council Member Jacobus to approve Resolution 2020-035. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Motion carried.

34. Resolution 2020-036 approve the contract with Great Plains Communications to upgrade broadband internet access and additional IP addresses for online services. Council Member Jensen moved, seconded by Council Member Kuhns to approve Resolution 2020-036. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Motion carried.

35. Resolution 2020-037 approving and awarding the bid in the amount of $85,300.00 to Dostal Construction Company, Inc. for all labor, materials and installation of a neighborhood splash pad in John C. Fremont Park. Council Member Legband moved, seconded by Council Member Kuhns to approve Resolution 2020-037. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Motion carried.

40. Adjournment. Council Member Legband moved, seconded by Council Member Kuhns to adjourn. Ayes: McClain, Kuhns, Bechtel, Legband, Getzschman. Nays: Ellis, Jensen, Jacobus. Motion carried.

APPROVED AND ACCEPTED THIS 25TH DAY OF FEBRUARY AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA CITY COUNCIL MINUTES FOR FEBRUARY 11, 2020.

_____

Tyler Ficken, City Clerk  Scott Getzschman, Mayor

Documents received into the record can be found here

**EMERGENCY CITY COUNCIL MEETING**
**MINUTES**

**February 18, 2020**
**City Council Chambers 400 East Military, Fremont NE**
**EMERGENCY MEETING – 7:00 P.M.**

**NATURE OF THE EMERGENCY:**

An Emergency Meeting was called by Mayor Getzschman to update and take action to mitigate and prevent property damage due to flood.

**EMERGENCY MEETING:**

1. Meeting called to order. After the Pledge of Allegiance, the Mayor called the emergency meeting of 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,

2. Roll call. Roll call showed that Council Members McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband present. Absent: Bechtel. 7 Council Members present.

3. Flood Update. Council Member Bechtel joined the meeting by teleconference shortly after roll call. Council Member Jacobus moved, seconded by Council Member Kuhns received a gWorks map of the flood impacted area into the record. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

4. Resolution 2020-039 Emergency flood action – authorize expenditure up to $100,000. Council Member Jacobus moved, seconded by Council Member Yerger to approve Resolution 2020-039. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

5. Adjournment. Council Member Kuhns moved, seconded by Council Member Jensen to adjourn. Ayes: McClain, Kuhns, Bechtel, Legband, Yerger, Ellis, Jensen, Jacobus. Motion carried.

APPROVED AND ACCEPTED THIS 25TH DAY OF FEBRUARY AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA CITY COUNCIL MINUTES FOR FEBRUARY 18, 2020.

_____

Tyler Ficken, City Clerk  Scott Getzschman, Mayor

Documents received into the record can be found here

# Staff Report

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: February 25, 2020

SUBJECT: May 2020 Liquor License Renewals

**Recommendation:** Move to approve Resolution 2020-041

**Background:** The Nebraska Liquor Control Commission requires Council approval of renewal of current liquor licenses. Proposed renewals have been published in the Fremont Tribune on January 16, 2020, pursuant to Neb. Rev. Stat. 53-135.01. State statute provides that the City receive protests until February 10, 2020. The City has not received any protests to renewal.

**Fiscal Impact:** The City will receive funds in accordance with the Fremont Master Fee Schedule.

**RESOLUTION NO. 2020-041**

**A Resolution of the City Council of the City of Fremont, Nebraska, Approving Retail Liquor Licenses for a period from May 1, 2020 to May 1, 2021.**

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fremont, Nebraska, that the existing Retail Liquor Licenses for businesses displayed on EXHIBIT A be renewed for a one year period from May 1, 2020 to May 1, 2021 subject to State approval.

EXHIBIT “A” ATTACHED

PASSED AND APPROVED THIS 25th DAY OF FEBRUARY, 2020.

_____

Scott Getzschman, Mayor

ATTEST:

_____

Tyler Ficken, City Clerk

Exhibit A

Amoco Short Stop
2250 N. Clarmar Ave.
Fremont, NE 68025

Applebee's Neighborhood Grill & Bar
3420 E. Elk Ln.
Fremont, NE 68025

Bergan Booster Club, The
435 N Union St
Fremont, NE 68025

Brady’s Meats and Foods
450 S. Broad St.
Fremont, NE 68025

Brass Wok Restaurant
330 W. 23rd St.
Fremont, NE 68025

Buffalo Wild Wings
1220 E. 23rd St., Ste. 300
Fremont, NE 68025

Casey's General Store 1737
401 W. 23rd St.
Fremont, NE 68025

Casey's General Store 2090
821 S. Broad St.
Fremont, NE 68025

Cigarette & Snack Outlet
521 N. Broad St.
Fremont, NE 68025

Cubby's - Fremont
209 W. 23rd St.
Fremont, NE 68025

Dave's Drive In Liquor
1900 E. Military, Ste. 284
Fremont, NE 68025

Epicentro
248 N. Main St.
Fremont, NE 68025

Expressway Food Mart 1
1800 E. Military Ave.
Fremont, NE 68025

Expressway Food Mart 2
209 S. Bell St.
Fremont, NE 68025

Godfather's Pizza
1851 E. 23rd St.
Fremont, NE 68025

Gringo's
1950 N. Bell St.
Fremont, NE 68025

Holiday Inn Express
2415 N. Lincoln Ave.
Fremont, NE 68025

Hy-Vee Gas
858 E. 23rd St.
Fremont, NE 68025

J'S Steakhouse
406 N. Main St.
Fremont, NE 68025

KWIK Shop 645
710 N. Broad St.
Fremont, NE 68025

La Hacienda Mexican Restaurant
3140 E. Elk Ln.
Fremont, NE 68025

Murphy USA #7487
3008 E. 23rd Ave. N.
Fremont, NE 68025

Pump & Pantry
3441 E 24th St.
Fremont, NE 68025

Quik Pik
1156 W. 23rd St.
Fremont, NE 68025

Quik Pik
740 Davenport St.
Fremont, NE 68025

Quik Pik
2010 Bell St.
Fremont, NE 68025

Tienda Mexicana Guerrero
350 N. D St.
Fremont, NE 68025

Walgreens 9899
1525 E. 23rd St.
Fremont, NE 68025

Walmart Store 776
3010 E. 23rd Ave N.
Fremont, NE 68025

1881 Pint Room
105 E. 6th St.
Fremont, NE 68025

Exhibit A

Aldi #11
3650 E. Elk Lane
Fremont, NE 68025

Baker's 323 Fuel Center
1615 N. Bell St.
Fremont, NE 68025

Taco Smack
1743 E. Military
Fremont, NE 68025

Thai by Thai
507 N. D
Fremont, NE 68025

Castle on Main, The
116 N. Main St.
Fremont, NE 68025

Chuy's Mexican Restaurant
215 N. Main Street, Suite B
Fremont, NE 68025

Fremont Moo
750 Broad Street
Fremont, NE 68025

Senor Tequila
1680 E. 23rd Street
Fremont, NE 68025

**STAFF REPORT**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Kim Koski, Director of Parks & Recreation

DATE: February 25, 2020

SUBJECT: Friendship Center Awning

RECOMMENDATION: Approve Resolution 2020-042 award bid to R&D Construction

**Background:** The City of Fremont received Community Development Block Grant funds to address ADA updates and the removal of architectural barriers at the Fremont Friendship Center (Senior Center). By adding an awning at the entrance of the Fremont Friendship Center we are hoping to create a safer route into the building when the weather isn't so favorable. The goal of adding the awning is to reduce/eliminate slick surface as participants enter the building.

Engineered drawings were submitted by Gregg Lund. From these drawings, the City of Fremont advertised a Request for Proposals for materials and labor for construction an awning over the entrance at the Fremont Friendship Center.

The City's match for these grant funds were budgeted in the Capital Improvement Plan.

The City of Fremont received three (3) proposals:

| Vendor | Bid | Start/Finish Dates |
|---|---|---|
| **R&D Construction** | **$62,300.00** | May 11/June 26 |
| Sioux Contractors | $68,000.00 | April 13/June 26 |
| Fauss Construction | $74,189.00 | w/in 30 days of contract/90 days |

**Fiscal Impact:**

| | |
|---|---|
| Total Funds Available (CDBG + City Match): | $354,750.00 |
| Funds Spent to Date 2/25/20 (Detail below): | $146,416.00 |
| Remaining Funds as of 2/25/20: | $208,334.00 |
| | |
| Remaining Funds as of 2/25/20: | $208,334.00 |
| Friendship Center Awning: | $ 62,300.00 |
| **New Remaining Balance:** | **$146,034.00** |

**ADDITIONAL INFORMATION:**

**Available Funds Breakdown:**

| | |
|---|---|
| CDBG ADA Updates | $200,000.00 |
| City of Fremont Match | $ 40,000.00 |
| CDBG Removal of Architectural Barriers | $107,000.00 |
| City of Fremont Match | $ 7,750.00 |
| **Total Available Funds:** | **$354,750.00** |

**Funds Spent as of 2/25/20:**

| | |
|---|---|
| ATC Asbestos Testing, Floor: | $ 190.00 |
| Fauss Floor Replacement: | $ 49,542.00 |
| Fauss Window Replacement: | $ 4,761.00 |
| Gifford Realty Main Restrooms: | $ 62,340.00 |
| Gifford Realty Front Restrooms: | $ 27,028.00 |
| Lund Consulting Engineered Drawings: | $ 2,555.00 |
| **Total Funds Spent:** | **$146,416.00** |

| | |
|---|---|
| Original Total Funds Available: | $354,750.00 |
| Funds Spent to Date 2/25/20: | $146,416.00 |
| Friendship Center Awning: | $ 62,300.00 |
| **Update Remaining Balance:** | **$146,034.00** |

**Potential Remaining Projects:**

Sidewalk replacement (heated sidewalks).
ADA Drinking fountain.
Code Clean Up in the Kitchen.

CITY OF FREMONT, NEBRASKA
BID TABULATION SHEET
CITY CLERK'S OFFICE – 400 E MILITARY AVE
FREMONT, NE 68025

Project Name: Friendship Center Awning

Bid Received Date: Friday, February 7, 2020

Time: 11:00am CST

| BIDDER | TOTAL BASE BID | INCLUDES 5% BID BOND OR SECURITY (Y) OR (N) |
|---|---|---|
| R:D Construction | $62,300.00 | Yes |
| | | |
| Fauss Construction | $74,189.00 | Yes |
| | | |
| Sioux Contractors | $68,600.00 | Yes |
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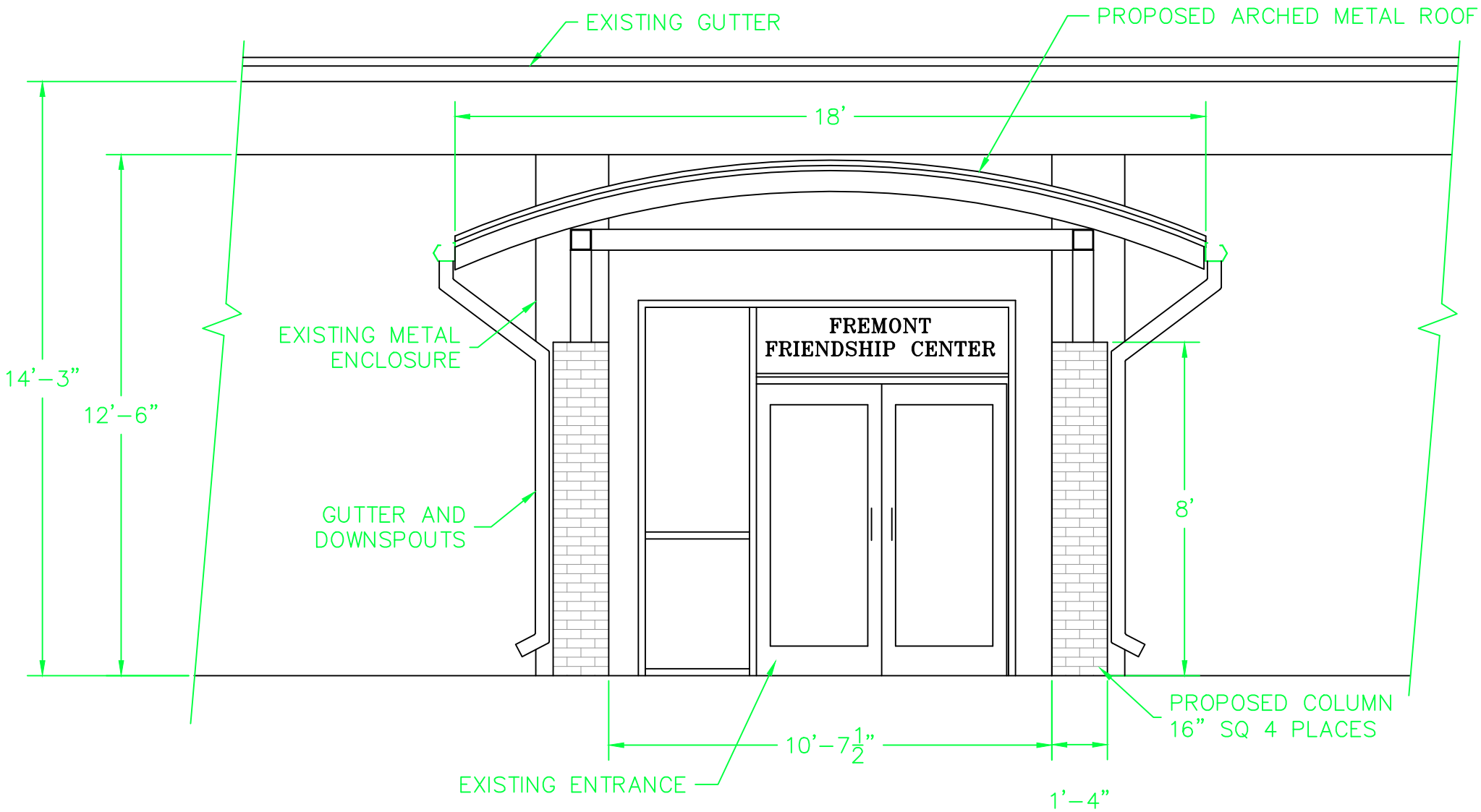


SOUTH ELEVATION VIEW
PARTIAL

**RESOLUTION NO. 2020-042**

**A Resolution of the City Council of the City of Fremont, Nebraska, authorizing awarding the bid in the amount of $62,300.00 to R&D Construction for all labor, materials and construction of an awning at the entrance of the Fremont Friendship Center (Senior Center).**

**WHEREAS,** The City of Fremont received Community Development Block Grants for ADA updated and the removal of architectural barriers at the Fremont Friendship Center; and,

**WHEREAS,** The City of Fremont budgeted the required matches for these grant funds in the 2019/20 Capital Improvement Plan; and,

**WHEREAS,** A Request for Proposals was advertised; and,

**WHEREAS,** Three (3) bids were received; and,

**NOW, THEREFORE BE IT RESOLVED,** the City Council of the City of Fremont, accept and award the bid in the amount of $62,300.00 to R&D Construction for all labor, materials and construction of an awning at the entrance of the Fremont Friendship Center.

PASSED AND APPROVED THIS 25th DAY OF FEBRUARY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: February 25, 2020

SUBJECT: Library Board

Recommendation: Move to approve the recommendation of the Mayor to re-appoint Sheri Kment to the Library Board for a four year term ending January 2024.

Background: This is a re-appointment to the Board

# STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Holzerland, Communications Director

DATE: February 25, 2020

SUBJECT: Interlocal Agreement with Colfax County

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**Recommendation:** Approve Resolution 2020-043 to enter in to an Interlocal Agreement with Colfax County, NE to join the VIPER 911 Servers in a host/multimode 911 region.

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**Background:** The current 911 system is in the process of transitioning to NextGen 911. The next generation of 911 will be IP based. In order to minimize costs and maximize interoperability, the state is encouraging regionalization of 911 systems. Two 911 servers from the same vendor can be joined together to form a host and other counties can become remotes. Two hosts are needed for redundancy. Dodge and Colfax Counties have the same brand of 911 servers and this interlocal will allow them to become co-hosts capable of hosting a regional system.

The Interlocal Agreement was crafted to allow the inclusion of additional counties in the future.

This host/remote system will provide the opportunity to share in support costs and allows PSAPs to back each other up. This eliminates the need for costly backup systems and allows PSAPs the freedom to provide support for each other during high volume incidents.

This Interlocal Agreement is part of the combined city/county PSAP. The PSAP Governance Board unanimously (4-0) approved the agreement at the January 28, 2020 meeting.

**Fiscal Impact:** None

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into as of this 25 day of February, 2020, by and between the parties (hereafter individually "Party" and collectively "Parties) identified as follows:

The governing boards of the PSAPs:

1. Fremont/Dodge County Governance Board (Dodge County)
2. Colfax County Board of Commissioners (Colfax County)

WHEREAS, The Interlocal Cooperation Act of the State of Nebraska, being specifically Neb. Rev. Stat. §13-801 et. seq., allows separate political subdivisions to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities.

WHEREAS, additional benefit and interoperability can be achieved if the Parties would share in the same 911 telephone infrastructure provided knowns as Positron Viper;

WHEREAS, the Parties agree that by sharing the 911 Customer Premise Equipment (CPE) for phones, hereafter referred to as Positron Viper, a degree of resiliency and redundancy can be achieved for 911 as well as a mechanism for cost sharing.

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth their respective rights, duties and obligations, and:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS;

I. <u>Purpose.</u>

A. For the Sharing of the 911 Infrastructure known as Positron Viper, it is the intent of the Parties, individually, will :

1. Each Party, at their own expense, will purchase and configure Positron Power Workstations and software that will connect remotely to the Viper systems located at the Fremont/Dodge County and the Colfax County 911 Centers.
2. Identify backup telephone numbers that the 911 calls could be routed to in the event of failure.
3. Participate in the regional configuration of Viper redundancy.
4. Share in the annual maintenance costs of the two Viper Nodes serving the regional system by dividing the total number of workstations located at each of the participating agencies in the agreement. Maintenance costs of Viper shall be presented to the group thirty (30) days prior to the due date.
5. Provide for the maintenance of their own workstations and any unique interface costs as well as the costs of third party mapping software and connectivity costs.
6. Any required Maintenance or upgrades will be done under the contract that the Fremont/Dodge County PSAP and the Colfax County PSAP have with Century Link.

B. For the Sharing of the 911 Infrastructure knows as Positron Viper, it is the intent of the parties that Fremont/Dodge County and Colfax County will:
   A. Configure the Viper to allow for the remote operation of the Positron Power positions utilized by Parties
   B. Configure the Viper so that in the event of a loss of connectivity with parties that calls can be immediately answered in one of the other remote sites as well as locally on administrative lines.
   C. Ensure that Parties redundancy with Fremont/Dodge County 911's and Colfax County's Viper and is configured so that there should not be a loss of service in the event that the Fremont/Dodge County 911's or Colfax County's Viper is rendered un-useable or is off line for maintenance.
   D. Any Viper maintenance upgrades will be done under the contracts that Fremont/Dodge County 911 and Colfax County have with CenturyLink. Fremont/Dodge County 911 will then invoice any other Parties for their portion of the costs in accordance with A(1) above.

II. Authority: The authority for this Agreement is that authority granted by law, including without limitation the general powers of each Party, the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13, Neb. Rev. Stat § (1943);

III. Cost Sharing/Budget and Finance:
This agreement shall also allow for sharing of costs of the 911 Mapping Software Geocomm's GeoLynx Software Solutions. The cost of map sharing will be paid in accordance with the provisions of I(A)(1) above. The costs associated with any other 911 mapping software will be the responsibility of the respective agency.

IV. Terms of Agreement. This Agreement shall be effective beginning on February 25, 2020, and shall automatically renew yearly thereafter every March 1st. ("Renewal Term"). Prior to the expiration of this Agreement, any Party may give the other Parties thirty (30) days written notice of the notifying Party's desire to renegotiate this Agreement. During the pendency of these negotiations this Agreement will remain in full force and effect.

V. Withdraw and/or Termination:
   A. A party may terminate this Agreement for convenience at any time for any reason by giving the other Party one year's written notice. Each party shall be liable for its share of all cost specified herein until the effective date of the termination.
   B. This Agreement may be terminated for a material breach not cured within a reasonable time following written notice. Such notice, to be effective must describe the breach or breaches complained of and provide a reasonable time to cure, not less than 45 days from receipt of notice, only the payment of money, in which case such time may be 30 days. Following a failure to cure the non-breaching Party may notify the remaining Parties in writing that the Agreement is terminated as to the breaching Party effective in ninety (90) days following the receipt of such notice. Each Party shall be liable for its share of all cots specified herein until the effective date of the termination.
   C. The Parties herein reserve the right, by written request sent by certified mail from the notifying Party to the other parties, to amend as provided herein any provision of this

Agreement. If on or after 180 days of such amendment notice, amendment negotiations fail, then a Party may notify the others in writing of that Party's intent to withdraw and that the notifying Party's participation in this agreement is terminated following ninety (90) days after the withdrawal notice. All such notices provided for in this section shall be sent by certified mail as identified in Paragraph XIX.

VI. Liability Insurance: The Parties agree to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement and/or communication center personnel/equipment assigned by each Party and insuring against liability for negligence, bodily injury, personal injury and property damage, in an amount not less than the maximum liability of such Party under applicable law. No Party represents in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect any other Party or its interests. Each Party is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit any Party's liability hereunder or to fulfill the indemnification provisions of this Agreement.

VII. 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.

VIII. Amendments/Modification. This Agreement may be modified for any reason, including but not limited to adding another Party. Said modification shall be made by written addendum, approved and executed by the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made pursuant to an addendum. Every addendum shall specify the date on which its provisions shall be effective.

IX. Assignment. None of the Parties may assign its rights under this Agreement.

X. Successors and Assigns Bound by Covenants. All covenants, stipulations, and agreements herein shall inure to the benefit of the Parties and extend to and bind the legal representatives, successors, and assigns of the Parties

XI. Waiver. The failure of a Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

XII. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

XIII. 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.

XIV. Notification of Claims and Lawsuits. In the event that a claim or lawsuit is brought against a Party for any matters related to this Agreement, it shall be the duty of that Party to notify the other Parties of said claim or lawsuit.

XV. Sovereign Immunity. Nothing in this Agreement shall be construed as an express or implied wavier of the sovereign immunity of any Party in any forum or jurisdiction.

XVI. No Third Party Rights. This Agreement is not intended to, nor shall it provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.

XVII. Applicable Law/Venue. This Agreement shall be construed and all of the rights, powers and liabilities of the Parties hereunder shall be determined in accordance with the laws of the State of Nebraska. Venue for any action under this Agreement shall be in Fremont, Nebraska, Dodge County District Court or for any federal action, it shall be in United States District Court for the State of Nebraska.

XVIII. Nondiscrimination. The Parties, in the performance of this Agreement, shall not discriminate in violation of the Federal or State law or local ordinances. In accordance with state and federal law, the Parties shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, age, religion, sex, disability, national origin or similar protected status of the employee or applicant.

XIX. Notice and Authorized Representatives. Notice, required under this Agreement, shall be delivered in writing and shall be effective upon receipt by the authorized representative. Delivery shall be made by certified mail, return receipt requested. For purposes of Notice, following individuals are the authorized representatives of the Parties:

DODGE COUNTY

| | | |
|---|---|---|
| County Sheriff | & | Director of Communications/911 |
| Dodge County Sheriff's Office | | 725 N Park Ave |
| 428 N. Broad St. | | Fremont, NE 68025 |
| Fremont, NE 68025 | | |
| (402) 727-2702 | | (402) 727-2677 |

COLFAX COUNTY

| | | |
|---|---|---|
| Sheriff of Colfax County | & | Director of Communications/911 |
| 411 E. 11th St. | | 411 E. 11th St. |
| Schuyler, NE 68661 | | Schuyler, NE 68661 |
| (402) 352-8526 | | (402) 352-8526 |

XX. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.

XXI. 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.

XXII. No Separate Legal Entity. This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Parties shall govern.

XXIII. Independent Contractor. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that the parties or their personnel, employees, agents, contractors or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or constructed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement

nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other.

XXIV. 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.

XXV. 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.

XXVI. Dispute Resolution. Any Dispute which, in the judgement of a Party to his Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Parties. As soon as possible thereafter, the Patties authorized representatives shall schedule a face to face meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting shall take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein. If the Parties are unable to resolve their dispute using the process described above, the Parties may commence a legal action against the other Party.

XXVII. Public Employer Contract Provision (Ne Rev. Stat. 4-114(2). Pursuant to and in order to bin compliance with Neb. Rev. Stat. §4-114(2), watch Party hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services 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 a newly hired employee physically performing services within the State of Nebraska.

XXVIII. Public Benefits – Neb. Rev. Stat. §§4-108 – 113. No party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108 – 113.

COUNTY OF DODGE, NEBRASKA,
A Nebraska Political Subdivision

By:_____
Dodge County Board Chairman

Date: _____

Attest:

_____
Fred Mytty, County Clerk

Approved as to Form:

_____
Dodge County Attorney

COUNTY OF COLFAX, NEBRASKA,
A Nebraska Political Subdivision

By:_____
Colfax County Board Chairman

Date: _____

Attest:

_____
Rita M. Mundil, County Clerk

Approved as to Form:

_____
Colfax County Attorney

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

By: Mayor

Date: _____

Attest:

_____
City Clerk

Approved as to Form:

_____
Fremont City Attorney

**RESOLUTION NO. 2020-043**

**A Resolution of the City Council of the City of Fremont, Nebraska, to enter into an Interlocal Agreement with Colfax County Nebraska to join 911 systems in to a co-hosted system**

**WHEREAS,** the future of 911 in Nebraska is developing into regional systems; and,

**WHEREAS,** both Colfax and Dodge counties share the same equipment that can be joined; and,

**WHEREAS,** the formation of a regional 911 system is in the best interest of both counties.

**NOW, THEREFORE BE IT RESOLVED,** the City Council of the City of Fremont enter in to the Interlocal agreement, forming a co-hosted 911 system.

PASSED AND APPROVED THIS FEBRUARY 25, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

**STAFF REPORT**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jan Rise, Administrative Services Director

DATE: February 25, 2020

SUBJECT: League Association of Risk Management (LARM) Insurance Termination Notice Necessary to Request Proposals from Other Insurance Providers

---

Recommendation: Approve Resolution 2020-045 terminating the City's League Association of Risk Management (LARM) participation for insurance coverage effective October 1, 2020 in order for City to request proposals from other insurance providers and to send termination notices to LARM, its members, and the State of Nebraska Director of Insurance.

---

**BACKGROUND:**

The Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management (LARM) provides that an insurance pool member may voluntarily terminate its participation in LARM by written notice of termination given to LARM, its members, and the State of Nebraska Director of Insurance. At the City Council meeting on August 13, 2019, Resolution No. 2019-159 was passed and approved to renew the insurance coverage for the 2019-2020 policy year with LARM for a one-year commitment.

In order for the City of Fremont to solicit, receive, and evaluate proposals for the policy year 2020-2021, the City is required to give notice to LARM, the State of Nebraska Director of Insurance, and LARM members of its intent to terminate its LARM membership with a 180-day notice prior to the 2020 termination date.

**FISCAL IMPACT**: Insurance is budgeted.

**RESOLUTION NO. 2020-045**

**A Resolution of the City Council of the City of Fremont, Nebraska, to provide written notice of termination to the League Association of Risk Management (LARM) effective September 30, 2020 in order for City to seek proposals for property and liability insurance from other providers and to send termination notices to LARM, its members, and the State of Nebraska Department of Insurance Director.**

WHEREAS, the City of Fremont renewed its participation in the League Association of Risk Management (LARM) insurance pool by Resolution No. 2019-159 on August 13, 2019, with a one-year commitment in anticipation of requesting proposals for property and liability insurance from other providers for the 2020-2021 insurance renewal; and

WHEREAS, the Interlocal Agreement for the Establishment and Operation of LARM provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM, the State of Nebraska Department of Insurance Director, and LARM members at least 180 days prior to the desired termination; and,

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council provide written notice of termination and its intent to seek proposals for insurance coverage for 2020-2021.

PASSED AND APPROVED THIS 25th DAY OF FEBRUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

**STAFF REPORT**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jan Rise, Administrative Services Director

DATE: February 25, 2020

SUBJECT: Professional Services Agreement to Provide the City Assistance in Marketing Its Property and Liability Insurance Coverage for the October 1, 2020 renewal.

---

Recommendation: Approve Resolution 2020-044 to enter into agreement with Charlesworth Consulting, LLC for Professional Services to provide assistance in marketing its property and liability insurance coverage for its 2020-2021 renewal.

---

**BACKGROUND:**

The Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management (LARM) provides that an insurance pool member may voluntarily terminate its participation in LARM by written notice of termination given to LARM, its members, and the State of Nebraska Director of Insurance. At the City Council meeting on August 13, 2019, Resolution No. 2019-159 was passed and approved to renew the insurance coverage for the 2019-2020 policy year with LARM for a one-year commitment.

In order for the City of Fremont to solicit, receive, and evaluate proposals for the policy year 2020-2021, the City solicited professional services qualifications from consultants that are not insurance brokers and do not sell insurance. Two such consultants responded. Charlesworth Consulting, LLC of Kansas City, MO submitted a proposal in the amount of $9,750, with no supplemental charges for postage, travel, clerical, printing or other miscellaneous expenses. Applied Risk Solutions, Inc. of Parker, CO submitted a proposal for a fee estimate ranging from $9,950 to $12,200, with a total fee not to exceed $13,000. Both consultants meet the prescribed criteria. Charlesworth is evaluated to be the most responsible proposal, with considerable experience with other Nebraska municipalities.

**FISCAL IMPACT**: Insurance is budgeted.

**RESOLUTION NO. 2020-044**

**A Resolution of the City Council of the City of Fremont, Nebraska, to enter into agreement with Charlesworth Consulting, LLC for Professional Services to provide assistance in marketing the City's property and liability insurance coverage for its 2020-2021 renewal.**

WHEREAS, the City of Fremont intends to solicit, receive, and evaluate proposals for its property and liability insurance from other providers for the 2020-2021 insurance renewal; and,

WHEREAS, the City solicited professional services proposals and qualifications from consultants that are not insurance brokers and do not sell insurance; and,

WHEREAS, Charlesworth Consulting, LLC is evaluated to be the most responsible proposal in the amount of $9,750; and,

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council authorize the Mayor to sign an agreement with Charlesworth Consulting, LLC for Professional Services to provide assistance in marketing the City's property and liability insurance coverage for its 2020-2021 renewal.

PASSED AND APPROVED THIS 25th DAY OF FEBRUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** David Goedeken, PE, Director of Public Works/City Engineer

**DATE:** February 25, 2020

**SUBJECT:** Vacation of a Park Street from Cathy Avenue to Judy Drive.

**Recommendation:** Approve Resolution 2020-046 Recommending Vacation to Dodge County

**Background**: The City has received a request to vacate the right of way of Park Street between Cathy Avenue to Judy Drive. This street does not lie within the corporate limits of the City of Fremont, however, it does lie within the two mile extraterritorial jurisdiction. Section 39-1722, Nebraska Revised Statutes, requires prior approval of the governing body of such city's having zoning jurisdiction prior to this type of vacation.

There is an existing public sanitary sewer exists within the existing right-of-way. The requesting party will be required to sign easements for said public sewer and all future utilities on this right of way. This item would be forwarded to the County Highway Superintendent for their consideration following favorable approval.

The City does not anticipate the use of this right of way as a public street in the near future, nor does the street appear in the Study Area of the City's Long Range Transportation Plan 2035, and therefore finds no contention in the whole of the street being vacated.

The Utilities and Infrastructure Board voted 5-0 to approve this item at the February 11, 2020 meeting.

**Fiscal Impact**: N/A

-VACATED PARK STREET

CITY OF
FREMONT
NEBRASKA

PUBLIC WORKS
ENGINEERING DEPARTMENT

N
W E
S

SCALE
1"=300'

G:\DRAWINGS\MAPS\City Maps\2020\Street Vacations\2020 Park Street.dwg

PLOTTED: 1/24/2020 9:56 AM

**RESOLUTION NO. 2020-046**

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, CONSENTING TO THE VACATION OF A PORTION OF PARK STREET FROM CATHY STREET TO JUDY DRIVE, AND COMMUNICATING THE SAME TO THE DODGE COUNTY BOARD OF SUPERVISORS.

**WHEREAS**, said Park Street, lies not within the corporate limits of the City of Fremont, Nebraska (City), but rather its extraterritorial jurisdiction; and

**WHEREAS**, Section 39-1722, Nebraska Revised Statutes, requires prior approval of the governing body of such city's having zoning jurisdiction; and

**WHEREAS**, City Council finds that the street proposed for vacation is neither currently in use as a public street, nor does the City anticipate its use as a public street in the near future, nor does the street appear in the Study Area of the City's Long Range Transportation Plan 2035, and therefore finds no contention in the whole of the unnamed street being vacated

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

**SECTION I: CONSENT:** That the City of Fremont does hereby consent to the vacation of a portion of Park Street lying between Block 1 and Block 2, L. J. Abbotts Subdivision, in the Southeast Quarter of the Southwest Quarter of Section 2, Township 17 North, Range 8 East of the Sixth P.M., Dodge County, Nebraska.

**SECTION 2. COMMUNICATE:** Pursuant to Neb. Rev. Stat. § 39-1722, the aforementioned consent shall be communicated to the Dodge County Board of Supervisors by and through the Dodge County Highway Superintendent, Dodge County Highway Department.

**SECTION 3. EASEMENTS:** That the City of Fremont reserves easement rights over the area being vacated for use by the City of Fremont and any public or private utility for the installation and maintenance of any overhead and/or underground utility lines and pipes.

**PASSED AND APPROVED THIS 25th DAY OF FEBRUARY, 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:** February 25, 2020

**SUBJECT:** 49th Annual St. Patrick's Festival Request for Street Closure

**Recommendation:** Approve Resolution No. 2020-047

**Background:**

St. Patrick's Church has requested the use of and street closures for its 49th Annual St. Patrick's Festival on Sunday, June 7, 2020, from 11:00 A.M. to 7:00 P.M. for their annual parish festival.

Request street closure as follows (see attached drawing):

- 16th Street from the Roundabout going west to Maplewood Drive and Deer Point Drive
- Johnson Road from the Roundabout going south to Peterson Avenue
- Diers Parkway from the Roundabout going North to Elk Lane
- No parking will be allowed on 16th East of Maplewood Drive and Deer Point Drive

The requestor has signed Street Closure Agreement and provided a Certificate of Insurance.

The Traffic Committee does not have any opposition to the street closure.

This item was approved by the Utilities and Infrastructure Board on February 11, 2020 by a 4:1 vote.

**Fiscal Impact:** NA

## Trujillo, Veronica

**Subject:** FW: Permission for road blockage

**From:** Getzschman, Scott
**Sent:** Thursday, January 16, 2020 3:05 PM
**To:** Janice McGrew <jmcgrew89@gmail.com>; Elliott, Jeff <Jeff.Elliott@fremontne.gov>; Goedeken, Dave <Dave.Goedeken@fremontne.gov>; Vyhlidal, Mark <Mark.Vyhlidal@fremontne.gov>; Newton, Brian <Brian.Newton@fremontne.gov>; Jacobus, Susan <Susan.Jacobus@fremontne.gov>; Ficken, Tyler <Tyler.Ficken@fremontne.gov>
**Subject:** Re: Permission for road blockage

Janice I have forwarded your request to our traffic committee they will review it and if they have questions they can discuss it with you directly, once a decision is made final approval comes to council for there questions and approval.

Sent from my iPhone

On Jan 16, 2020, at 12:44 PM, Janice McGrew <jmcgrew89@gmail.com> wrote:

**Dear Mayor Getzschman and City Council Members:**

**My name is Janice McGrew and I am the Festival Coordinator for St. Patrick Church and School Festival.**

**I am writing in regards to our annual Festival. This year will be No. 49. We have always had the Festival in our parking lot on East 4th Street, blocking off a few streets around our offices, daycare and school. We feel we have outgrown this area and would like to move it to our church location at 3400 East 16th Street. We are seeking the City's permission to block off 16th Street from the roundabout going west up to Maplewood and Deer Point, from the roundabout going south up to Peterson Avenue off of Johnson, and from the roundabout going north up to Elk Lane. I have included a map of all three locations. Basically, we would have the area all around the church blocked off. It would not be blocking any residential streets or driveways and we will have people directing traffic so as to make sure nobody parks alongside the street on 16th past Maplewood and Deer Point.**

**We DO NOT want to cause any difficulties for our neighbors in that area. There are no driveways or streets on Johnson or Diers Parkway from either direction from the roundabout. I have included a map of the three proposed locations.**

**It will be on Sunday, June 7th, from 12:00 pm ending at 6:00 pm with cleanup and tear-down to follow. The areas we are asking to block off will still leave to and from access to anywhere in the city for everyone in that area. It would be a tremendous help if we can change our location.**

**Thank you in advance for your consideration.**

**Sincerely,**
**Janice McGrew**
**Festival Coordinator**
**Adoration Coordinator**

<20200116_123853.jpg>
<20200116_123832.jpg>
<20200116_123843.jpg>

# STREET CLOSURE AGREEMENT

This Street Closure Agreement (Agreement) is made and entered into on the 7th day of February 2020, by and between the City of Fremont (Owner) and St. Patrick's Church (Lessee) (collectively Parties).

## 1. RECITALS

1.1. Licensee wishes to lease public parking lots from Owner for the following purpose(s):

1.1.1. 49th Annual St Patrick's Church Festival, and

1.2. Owner is willing to lease the following street(s):

1.2.1 From 16th Street roundabout going south on Johnson Road to Peterson Avenue, 16th Street Roundabout going west to Maplewood Drive and Deer Point Drive and 16th Street Roundabout going on Diers Parkway to Elk Lane from 11:00 a.m. to 7:00 p.m. on June 7, 2020.

1.3. Therefore, in consideration of the foregoing recitals and of the mutual covenants, terms, conditions and remuneration herein provided, and the rights and obligations created hereunder, the Parties agree as follows:

## 2. DEFINITIONS

2.1. For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a specific Article or Section of this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

2.2. Owner's Facilities: means all public streets or public parking lots owned by the City.

## 3. SCOPE

3.1. Grant of Lease. Subject to the provisions of this Agreement, Owner hereby grants to Lessee a lease authorizing the use of Owner's facilities to Lessee for the purpose(s) stated above.

3.2. No Interference With Core Utility Service Requirements. Nothing contained in this Agreement shall limit Owner's right to use its facilities to fulfill its own

public service and safety requirements consistent with its obligations under relevant law.

3.3. Access to Right-of-Way. Owner shall grant Lessee nondiscriminatory access to its rights-of-way. This obligation extends to rights-of-way Owner owns and/or has the right to authorize the use by the Lessee. For rights-of-way to which Owner does not have the right to authorize the use by the Lessee, Lessee shall obtain such consent as is necessary from the owner of the right-of-way.

## 4. TERM

4.1. This Agreement shall continue in force and effect for a period of June 7, 2020 from 11:00 am to 7:00 pm, during times authorized by the City Council. The agreement may be terminated by either party for cause at anytime upon 10-day written notice to the notice to the other party. The Lessee shall have a 10-day grace period to cure the cause of the default. If the cause is not cured to the satisfaction of the Owner within the grace period, the agreement shall terminate 10-days thereafter.

## 5. ASSIGNMENT OF RIGHTS

5.1. Lessee may not assign or transfer this Agreement unless approved in writing by the Owner.

## 6. INDEMNIFICATION

6.1. Damage. Lessee agrees to take reasonable care to avoid damaging Owner's Facilities and property of others.

6.1.1. Lessee agrees to reimburse Owner for all reasonable costs incurred by Owner for the physical repair of damage to Owner's Facilities caused by Lessee's negligence.

6.2. Personal Injury and Property Claims. Lessee agrees to indemnify and hold harmless for any and all claims made against the Owner, including attorney fees, as a result of Lessee's use of the Owner's Facilities and parking space(s).

## 8. INSURANCE

8.1. Insurance. Lessee shall carry insurance to protect the Parties hereto from and against any claims, demands, actions, judgements, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The amount of such insurance against liability due to damage to property shall be no less than $1,000,000.00 as to any one accident and $2,000,000.00 in aggregate; and against liability due to injury to or death of persons no less than $1,000,000.00 as to any one person and $1,000,000.00 to any one accident, and shall list the Lessor as additionally

insured. Lessee shall also carry Workmen's Compensation insurance as required by applicable Nebraska Statutes. Lessee shall provide certificates of insurance to the Owner verifying the coverages required under this agreement and that it will not cancel or change any such policy except after thirty days notice to the Owner. The certificate(s) of insurance shall be provided to the Owner no later than three (3) business days prior to the event.

## 9. APPLICABLE LAW

9.1. The provisions of this Agreement are subject to the laws of the State of Nebraska.

## 10. HEADINGS

10.1. The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

**Lessee: St. Patrick's Catholic Church**

By: _____

Name: Steven M. Hill

Title: Finance Director

Date: 02-11-2020

**Owner - City of Fremont**

By: _____

Name: Scott Getzschman

Title: Mayor

Date: _____

# 49TH ANNUAL ST. PATRICK FESTIVAL
# JUNE 7, 2020
# STREET CLOSURE REQUEST

CITY OF
FREMONT
NEBRASKA

PUBLIC WORKS
ENGINEERING DEPARTMENT

PLOTTED: 2/5/2020 1:22 PM

# Certificate of Coverage

**Date:** 2/10/2020

**Certificate Holder**
The Catholic Archbishop of Omaha
Chancery Office
100 North 62nd Street
Omaha, NE 68132

**This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.**

**Company Affording Coverage**
THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

**Covered Location**
St. Patrick's Parish
Archbishop Bergan Catholic School
545 East 4th Street
Fremont, NE 68025

**Coverages**

**This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.**

| | Type of Coverage | Certificate Number | Coverage Effective Date | Coverage Expiration Date | Limits | |
|---|---|---|---|---|---|---|
| | Property | | | | Real & Personal Property | |
| | | | | | | |
| | D. General Liability<br>☒ Occurrence<br>☐ Claims Made | 8574 | 7/1/2019 | 7/1/2020 | Each Occurrence | 1,000,000 |
| | | | | | General Aggregate | |
| | | | | | Products-Comp/OP Agg | |
| | | | | | Personal & Adv Injury | |
| | | | | | Fire Damage (Any one fire) | |
| | | | | | Med Exp (Any one person) | |
| | Excess Liability | | | | Each Occurrence | |
| | | | | | Annual Aggregate | |
| | Other | | | | Each Occurrence | |
| | | | | | Claims Made | |
| | | | | | Annual Aggregate | |
| | | | | | Limit/Coverage | |
| | | | | | | |

**Description of Operations/Locations/Vehicles/Special Items** **(the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)**
Coverage only extends to the City of Fremont for claims arising out of St. Patrick Parish's 49th Annual Parish Festival to be held on June 7, 2020 from 11 a.m. to 7 p.m.

**Holder of Certificate**

Additional Protected Person(s)

City of Fremont
400 E Military Avenue
Fremont, NE 68025

**Cancellation**

**Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail** 30 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

**Authorized Representative**

0001005071

# ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 6/7/2020
Cancellation Date of Endorsement: 6/8/2020

Certificate Holder: The Catholic Archbishop of Omaha
Chancery Office
100 North 62nd Street
Omaha, NE 68132

Location: St. Patrick's Parish
Archbishop Bergan Catholic School
545 East 4th Street
Fremont, NE 68025

Certificate No. 8574 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
City of Fremont
400 E Military Avenue
Fremont, NE 68025

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):
Coverage only extends to the City of Fremont for claims arising out of St. Patrick Parish's 49th Annual Parish Festival to be held on June 7, 2020 from 11 a.m. to 7 p.m.

Authorized Representative

**RESOLUTION NO. 2020-047**

**A Resolution of the City Council of the City of Fremont, Nebraska approving the request of St. Patrick's Church to close the following streets as provided.**

1. 16th Street from the Roundabout going west to Maplewood Drive and Deer Point Drive
2. Johnson Road from the Roundabout going south to Peterson Avenue
3. Diers Parkway from the Roundabout going North to Elk Lane
4. No parking will be allowed on 16th East of Maplewood Drive and Deer Point Drive

**WHEREAS**, St. Patrick's Church has requested to close the above listed streets for their annual parish festival and activities for children; and

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

**WHEREAS**, approval of request is contingent upon receipt of $1,000,000 insurance certificate with the applicant as primary insured and the City of Fremont as additional insured; and,

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA: to approve the closing of the above listed street(s).

PASSED AND APPROVED THIS 25th DAY OF FEBRUARY, 2020.

_____
Scott Getzschman, Mayor

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Dave Goedeken, Director of Public Works

DATE: February 25, 2020

SUBJECT: Certification of City Street Superintendent for calendar year 2019

Recommendation: Approval of Resolution 2020-048 to authorize Mayor to sign 2019 Street Superintendent Certification

**Background:** The City of Fremont is required by State Statutes to have a designated Licensed Street Superintendent, and the appointment is made on an annual basis. Mr. Vyhlidal was appointed by the City Council for the 2019 calendar year on November 27, 2018. Approval of this Resolution authorizes the Mayor to sign the NDOT Certification document.

This item was approved by the Utilities and Infrastructure Board on February 11, 2020 by a 5:0 vote.

**Fiscal Impact:** NA

# Year-End Certification of City Street Superintendent

**For Determining Incentive Payment**

**January 1, 2019 to December 31, 2019**

*This certifies that MARK ALLEN VYHIDAL, License Number S- 1208 Class A,
(Print name of Superintendent as appears on license card) (A or B)

was the appointed City Street Superintendent of CITY OF FREMONT
(Print name of City or Village)

from JANUARY 1, 2019 to DECEMBER 31, 2019
Month Date Month Date

**and actually performed all of the following duties:**

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units;
2. Developing an annual program for design, construction, and maintenance;
3. Developing an annual budget based on programmed projects and activities;
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets.

And further certifies that the superintending services of the above listed individual were provided by: *(Check one)*

☒ Employment with this Municipality ☐ Contract (consultant) with this Municipality ☐ Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

_____

_____
*Signature of Mayor* ☐ *Village Board Chairperson* ☐

* **If more than one individual or the City Council or Village Board provided superintending services during the calendar year, list each successive superintendent on a separate form.** The amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) whether or not your municipality appointed a licensed City Street Superintendent for all 12 months; (c) class of license, A or B; and (d) whether or not the Superintendent performed all of the duties listed. *Reference Neb. Rev. Stat. §§39-2511 through 39-2515.* **If your city or village did <u>not</u> have an appointed City Street Superintendent, write "City Council" or "Village Board" as the name of "Superintendent." Failure to return the certification, meeting minutes and resolution may result in your municipality not receiving an Incentive Payment for Calendar Year 2019.**

* * * * *

***Note:*** *In addition to this annual, Year-End certification of superintendent to the Nebraska Department of Transportation, (**due December 31st**), the municipality is also responsible for filing the "Municipal Annual Certification of Program Compliance" form with the Board of Public Roads Classifications and Standards (due October 31st). Reference Neb. Rev. Stat. §§39-2115, 39-2119, 39-2120, 39-2121 and 39-2520(2).*

**Return the completed <u>original certification, meeting minutes and resolution</u> by December 31, 2019 to:**

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

# RESOLUTION

## SIGNING OF THE
## YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT FORM
## 2019

Resolution No. _____

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment;

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent form;

**Whereas:** The NDOT requires that such certification shall also include a copy of the meeting minutes showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

**Be it resolved** that the Mayor ☐ Village Board Chairperson ☐ of_____
*(Check one box)* *(Print Name of Municipality)*
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent form.

Adopted this _____ day of _____, 20_____ at _____, Nebraska.
*(Month)*

City Council/Village Board Members

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

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

Attest:

_____
*(Signature of Clerk)*

**RESOLUTION NO. 2020-048**

**A Resolution of the City Council of the City of Fremont, Nebraska, to authorize signing of the Year-End Certification of the City Street Superintendent for the calendar year of 2019 for State of Nebraska street incentive payments**

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment;

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent form;

**Whereas:** The NDOT requires that such certification shall also include a copy of the meeting minutes showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

**NOW THEREFORE BE IT RESOLVED**: By the City Council of the City of Fremont, Nebraska that the Mayor is hereby authorized to appoint Mark Vyhlidal as the designated street superintendent for the calendar year of 2020 for incentive payment purposes with the State of Nebraska.

PASSED AND APPROVED THIS 25th DAY OF FEBRUARY, 2020

_____
SCOTT GETZSCHMAN, MAYOR

ATTEST:

_____
TYLER FICKEN, CITY CLERK

# STAFF REPORT

TO: Honorable Mayor and City Council

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

DATE: February 25, 2020

SUBJECT: Appointment of Mark Vyhlidal as the Fremont Street Superintendent for the year 2020.

Recommendation: Approval of Resolution 2020-049 designating Mark Vyhlidal the Fremont Street Superintendent for Calendar Year 2020

**Background:** The City of Fremont is required by State Statutes to have a designated Licensed Street Superintendent, and the appointment is made on an annual basis. Mr. Vyhlidal is a Licensed Street Superintendent certified by the Nebraska Department of Transportation (NDOT). This action would formalize that appointment for NDOT Year 2020 reporting purposes.

This item was approved by the Utilities and Infrastructure Board on February 11, 2020 by a 5:0 vote.

**Fiscal Impact**: N/A

**RESOLUTION NO. 2020-049**

**A Resolution of the City Council of the City of Fremont, Nebraska, to designate Mark Vyhlidal as the Fremont Street Superintendent for the calendar year of 2020 for State of Nebraska street incentive payments.**

**Whereas:** The City of Fremont has a requirement under state statutes to appoint a qualified street superintendent

**Whereas:** meeting said requirement is necessary under state statutes to ensure the City continues to receive incentive payments for street maintenance.

**Whereas**: Mark Vyhlidal, as a full-time employee of the City of Fremont, is a qualified Street Superintendent

**NOW THEREFORE BE IT RESOLVED**: By the City Council of the City of Fremont, Nebraska that the Mayor is hereby authorized to appoint Mark Vyhlidal as the designated street superintendent for the calendar year of 2020 for incentive payment purposes with the State of Nebraska.

PASSED AND APPROVED THIS 25th DAY OF FEBRUARY, 2020

_____
SCOTT GETZSCHMAN, MAYOR

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Nicholas Brand, Director of Information Systems

DATE: February 25, 2020

SUBJECT: Purchase Additional Licenses and Lifecycle Server Infrastructure necessary to expand and increase high availability for all virtual server infrastructure on network.

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**Recommendation:** Approve resolution 2020-054 to accept proposal from GovConnection Inc.

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**Background:** Project consists of the additional software licenses, annual software maintenance, product support and hardware necessary to expand and lifecycle our current VMware infrastructure on our production network. Benefits include high availability of virtual server infrastructure and to lessen downtime for all virtualized server infrastructure. This project was budgeted for this year under Server Refresh in the Capital Improvement Plan and proposal is based on state contract pricing.

**Fiscal Impact:** Estimated total cost for project is $44,137.16 for add-on licenses, VMware maintenance agreement in the amount of $20,751.52, and server infrastructure to lifecycle existing servers for a total of $98,787.48; for a total of $163,676.16.

## ORDERING INFORMATION

**GovConnection, Inc. DBA Connection**

**Please contact your account manager with any questions.**

| **Ordering Address** | **Remittance Address** |
|---|---|
| GovConnection, Inc. | GovConnection, Inc. |
| 732 Milford Road | Box 536477 |
| Merrimack, NH 03054 | Pittsburgh, PA 15253-5906 |

**Please reference the Contract # on all purchase orders.**

### TERMS & CONDITIONS

| | |
|---|---|
| Payment Terms: | NET 30 (subject to approved credit) |
| FOB Point: | DESTINATION (within Continental US) |
| Maximum Order Limitation: | NONE |
| FEIN: | 52-1837891 |
| DUNS Number: | 80-967-8782 |
| CEC: | 80-068888K |
| Cage Code: | OGTJ3 |
| Business Size: | LARGE |
| Erate Spin Number: | 143026005 |

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

*Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.*

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:**https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm**

| **Please forward your Contract or Purchase Order to:** **SLEDOPS@connection.com** |
|---|
| **QUESTIONS: Call 800-800-0019** |
| **FAX: 603.683.0374** |

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT

# SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

**Account Executive:** Pamela Beavers
**Phone:** (800) 800-0019 ext. 75562
**Fax:** 603-683-0810
**Email:** pam.beavers@connection.com

**Account Manager:**
**Phone:**
**Fax:**
**Email:**

**# 24958634.02-W1**

*PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING*

**Date:** 1/29/2020
**Valid Through:** 2/28/2020
**Account #:**

**Customer Contact:** Nicholas Brand
**Email:** nicholas.brand@fremontne.gov
**Phone:** (402) 727-2838
**Fax:**

| QUOTE PROVIDED TO: | SHIP TO: |
|---|---|
| AB#: 13091036<br>**City of Fremont**<br>DEPT OF UTILITIES<br>400 E Military Ave<br>DEPT OF UTILITIES<br>FREMONT, NE 68025<br><br>(402) 727-2630 | AB#: 13112326<br>**City Of Fremont**<br>Nicholas Brand<br>Department of Utilities<br>400 E Military Ave<br>Third Floor<br>FREMONT, NE 68025<br>(402) 727-2838 |

| DELIVERY | FOB | SHIP VIA | SHIP WEIGHT | TERMS | CONTRACT ID# |
|---|---|---|---|---|---|
| 5-30 Days A/R/O | Destination | Small Pkg Ground Service Level | .00 lbs | NET 30 | |

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

| * | Line # | Qty | Item # | Mfg. Part # | Description | Mfg. | Price | Ext |
|---|---|---|---|---|---|---|---|---|
| | 1 | | | | Quote valid thru Jan 30, 2020 | | | $ - |
| | 2 | 12 | | | Production Support/Subscription for VMware<br>vSAN 6 Enterprise for 1 processor for 1 year<br>VMware Inc. - ST6-EN-P-SSS-C | | $ 2,915.14 | $ 34,981.68 |
| | 3 | 12 | | | Production Support/Subscription for VMware<br>vSAN 6 Enterprise for 1 processor for 1 year<br>VMware Inc. - ST6-EN-P-SSS-C | | $ 1,459.86 | $ 17,518.32 |
| | 4 | 4 | | | vSphere Enterprise Plus 4 Procs | | $ 2,288.87 | $ 9,155.48 |
| | 5 | 4 | | | 1 Yr Production Support | | $ 808.30 | $ 3,233.20 |
| | | | | | | | **Subtotal** | **$ 64,888.68** |
| | | | | | | | **Fee** | **$ 0.00** |
| | | | | | | | **Shipping and Handling** | **$ 0.00** |
| | | | | | | | **Tax** | **Exempt!** |
| | | | | | | | **Total** | **$ 64,888.68** |

## ORDERING INFORMATION

**GovConnection, Inc. DBA Connection**

**Please contact your account manager with any questions.**

| **Ordering Address** | **Remittance Address** |
|---|---|
| GovConnection, Inc. | GovConnection, Inc. |
| 732 Milford Road | Box 536477 |
| Merrimack, NH 03054 | Pittsburgh, PA 15253-5906 |

**Please reference the Contract # on all purchase orders.**

### TERMS & CONDITIONS

| | |
|---|---|
| Payment Terms: | NET 30 (subject to approved credit) |
| FOB Point: | DESTINATION (within Continental US) |
| Maximum Order Limitation: | NONE |
| FEIN: | 52-1837891 |
| DUNS Number: | 80-967-8782 |
| CEC: | 80-068888K |
| Cage Code: | OGTJ3 |
| Business Size: | LARGE |
| Erate Spin Number: | 143026005 |

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

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If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:**https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm**

| **Please forward your Contract or Purchase Order to:** |
|---|
| **SLEDOPS@connection.com** |
| **QUESTIONS: Call 800-800-0019** |
| **FAX: 603.683.0374** |

# SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

**Account Executive:** Pamela Beavers
**Phone:** (800) 800-0019 ext. 75562
**Fax:** 603-683-0810
**Email:** pam.beavers@connection.com

**Account Manager:**
**Phone:**
**Fax:**
**Email:**

**# 24968273.01-W1**

*PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING*

**Date:** 2/12/2020
**Valid Through:** 3/13/2020
**Account #:**

**Customer Contact:** Nicholas Brand
**Email:** nicholas.brand@fremontne.gov
**Phone:** (402) 727-2838
**Fax:**

| QUOTE PROVIDED TO: | SHIP TO: |
|---|---|
| AB#: 13091036 | AB#: 13112326 |
| **City of Fremont** | **City Of Fremont** |
| DEPT OF UTILITIES | Nicholas Brand |
| 400 E Military Ave | Department of Utilities |
| DEPT OF UTILITIES | 400 E Military Ave |
| FREMONT, NE 68025 | Third Floor |
| | FREMONT, NE 68025 |
| (402) 727-2630 | (402) 727-2838 |

| DELIVERY | FOB | SHIP VIA | SHIP WEIGHT | TERMS | CONTRACT ID# |
|---|---|---|---|---|---|
| 5-30 Days A/R/O | Destination | Small Pkg Ground Service Level | .00 lbs | NET 30 | |

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| * | Line # | Qty | Item # | Mfg. Part # | Description | Mfg. | Price | Ext |
|---|---|---|---|---|---|---|---|---|
| | 1 | 6 | | 3000054380338.1 | VSAN Ready Node R740XD | | $ 16,464.58 | $ 98,787.48 |
| | | | | | | | **Subtotal** | **$ 98,787.48** |
| | | | | | | | **Fee** | **$ 0.00** |
| | | | | | | | **Shipping and Handling** | **$ 0.00** |
| | | | | | | | **Tax** | **Exempt!** |
| | | | | | | | **Total** | **$ 98,787.48** |

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PUBLIC SECTOR SOLUTIONS
we solve IT

**Product Notes for Quote# 24968273.01-W1**

| Item # | Description | Notes |
|---|---|---|
| | VSAN Ready Node R740XD | R740XD,VSAN-RN,AF 210-APNS - 1 -<br>IDM/ Personality Module for VSAN RN R740xd 350-BBQW - 1 -<br>No Trusted Platform Module 461-AADZ - 1 -<br>Chassis with Up to 24 x 2.5" Hard Drives for 2CPU 321-BCPY - 1 -<br>PowerEdge R740/R740XD Motherboard 329-BEIK - 1 -<br>PowerEdge R740XD Shipping 340-BLBE - 1 -<br>PowerEdge R740 Shipping Material 343-BBFU - 1 -<br>Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 338-BSDL - 1 -<br>Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400 338-BSDL - 1 -<br>Additional Processor Selected 379-BDCO - 1 -<br>Standard 1U Heatsink 412-AAIQ - 1 -<br>Standard 1U Heatsink 412-AAIQ - 1 -<br>2933MT/s RDIMMs 370-AEPP - 1 -<br>Performance Optimized 370-AAIP - 1 -<br>No RAID 780-BCDI - 1 -<br>HBA330 Controller Adapter, Low Profile 405-AANK - 1 -<br>BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH 403-BBPT - 1 -<br>VMware ESXi 6.7 U3 Embedded Image (License Not Included) 634-BRIO - 1 -<br>No Media Required 421-5736 - 1 -<br>iDRAC9,Enterprise 385-BBKT - 1 -<br>OpenManage Enterprise Advanced 528-BIYY - 1 -<br>iDRAC Group Manager, Disabled 379-BCQY - 1 -<br>iDRAC,Legacy Password 379-BCSG - 1 -<br>Riser Config 3, 2 x8, 3 x16 slots 330-BBHE - 1 -<br>SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb 407-BBVK - 1 -<br>SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb 407-BBVK - 1 -<br>SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb 407-BBVK - 1 -<br>SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb 407-BBVK - 1 -<br>Intel X710 Quad Port 10GbE SFP+, rNDC 555-BCKP - 1 - |
| | VSAN Ready Node R740XD Notes Continued... | 6 Performance Fans forR740/740XD 384-BBPZ - 1 -<br>Dual, Hot-plug, Redundant Power Supply (1+1), 1100W 450-ADWM - 1 -<br>Dell EMC Ready Nodes 2U Standard Bezel 325-BCZP - 1 -<br>Luggage Tag for VSAN RN R740xd 350-BBQV - 1 -<br>Quick Sync 2 (At-the-box mgmt) 350-BBJU - 1 -<br>Performance BIOS Settings 384-BBBL - 1 -<br>UEFI BIOS Boot Mode with GPT Partition 800-BBDM - 1 -<br>ReadyRails Sliding Rails With Cable Management Arm 770-BBBR - 1 -<br>No Systems Documentation, No OpenManage DVD Kit 631-AACK - 1 -<br>US Order 332-1286 - 1 -<br>OpenManage Integration for VMware vCenter - 1 host increment, 3 year license - Digitally Fulfilled 634-BJBD - 1 -<br>On-Site Installation Declined 900-9997 - 1 -<br>Virtual SAN Ready Node,3 Years 815-9081 - 1 -<br>Dell Hardware Limited Warranty Plus On-Site Service 813-6068 - 1 -<br>ProSupport Mission Critical: 4-Hour 7x24 Onsite Service with Emergency Dispatch, 3 Years 821-2133 - 1 -<br>ProSupport Mission Critical: 7x24 HW / SW Technical Support and Assistance, 3 Years 821-2139 - 1 -<br>Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 989-3439 - 1 -<br>32GB RDIMM, 2933MT/s, Dual Rank 370-AEQH - 6 -<br>800GB SSD SAS Mix Use 12Gbps 512e 2.5in Hot-plug AG Drive, 3 DWPD, 4380 TBW 400-AZQO - 2 -<br>1.92TB SSD SAS Read Intensive 12Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD, 3504 TBW 400-AXOP - 6 -<br>Intel Ethernet I350 Quad Port 1GbE BASE-T Adapter, PCIe Full Height 540-BBDD - 1 -<br>Intel X710 Dual Port 10GbE Direct Attach SFP+ Adapter, PCIe Full Height 540-BBHP - 1 -<br>NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America 450-AALV - 2 - |

**RESOLUTION NO. 2020-054**

**A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding the proposal of GovConnection Inc. for add-on licenses in the amount of $44,137.16, VMware maintenance agreement in the amount of $20,751.52, and server infrastructure to lifecycle existing servers for a total of $98,787.48; for a total of $163,676.16.**

**WHEREAS,** The City of Fremont sought and received a proposal for adding additional VMware licenses to expand current VMware infrastructure and increase high availability across network.

**NOW, THEREFORE BE IT RESOLVED,** the City Council of the City of Fremont accept and award as "Exhibit A and Exhibit B" with GovConnection Inc. to provide the VMware licenses, maintenance agreement, and hardware as provided in the exhibits.

PASSED AND APPROVED THIS 25th DAY OF FEBRUARY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tim Buckley, City Attorney

DATE: December 10, 2019

SUBJECT: City Ordinance Chapter 3, Article 7, Section 3-701

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Recommendation: Move to introduce Ordinance 5518, and hold first reading

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**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

ATTACHMENT 3 6-11-2013

ORDINANCE NO. 5271

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA AMENDING CHAPTER THREE OF THE MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, ORDINANCE NO. 3139 TITLED DEPARTMENTS; TO REPEAL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

SECTION I. That Section **§3-325 to 3-326 be added to the Fremont Muncipal Code to read as follows:**

§3-325 **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) 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.

§3-326 **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 II. That Section **§3-513 to 3-515 be added to the Fremont Muncipal Code to read as follows**:

§3-513 **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.

§3-514 **CIVIL SERVICE ; ADOPED IN PAMPHLET FORM.** Ordinance Number 3357, Civil Service Act of 1985, in pamphlet form, shall be included in the Municipal Code.

§3-515 **CIVIL SERVICE ; REQUIREMENTS FOR CIVIL SERVICE POSITION APPLICANTS.**

(1) An applicant for a position of any kind under Civil Service shall be able to read and write the English language, meet the minimum job qualification of the position as established by the Mayor, and be of good moral character. An applicant shall be required to disclose his or her past employment history and his or her criminal record, if any, and submit a full set of his or her fingerprints and a written statement of permission authorizing the Mayor to forward the fingerprints for identification. Prior to certifying to the Mayor the names of the persons eligible for the position or positions, the Commission shall validate the qualifications of such persons.

(2) The Mayor shall require an applicant, as part of the application process, to submit a full set of his or her fingerprints along with written permission authorizing the Mayor to forward the fingerprints to the Federal Bureau of Investigation through the Nebraska State Patrol, for identification. The fingerprint identification shall be solely for the purpose of confirming information provided by the applicant.

(3) Any fingerprints received by the Commission or Mayor pursuant to a request made under subsection

(2) of this section and any information in the custody of the Commission or Mayor resulting from the inquiries or investigations made with regard to those fingerprints initiated by the Commission or Mayor shall not be a public record within the meaning of sections 84-712 to 84-712.09 RS Neb. and shall be withheld from the public by the lawful custodians of such fingerprints and information and shall only be released to those lawfully entitled to the possession of such fingerprints and information. Any member, officer, agent, or employee of the Commission, Mayor, or Municipality who comes into possession of fingerprints and information gathered pursuant to subsection (2) of this section shall be an official within the meaning of section 84-712.09 RS Neb.

SECTION III. That Section **§3-605 to 3-606 be added to the Fremont Muncipal Code to read as follows:**

§3-605 **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 re-appoint 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.

§3-606 **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 IV. That Section **§3-705 to 3-707 be added to the Fremont Muncipal Code to read as follows:**

§3-705 **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 Commission shall be subject to the review and control of the City Council.

§3-706 **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.

§3-707 **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 V. That all other ordinances of the City of Fremont, Nebraska, and sections of the Fremont Municipal Code not amended hereby or in conflict herewith shall remain in full force and effect.

Section VI. That this ordinance shall be published in pamphlet form and shall take effect and be in force from and after its passage, approval and publication according to law.

PASSED AND APPROVE THIS 11TH DAY OF JUNE, 2013.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Kimberly Volk, MMC, City Clerk

ORDINANCE NO. 5272

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA AMENDING AND REORGANIZING CHAPTER ONE OF THE MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, ORDINANCE NO. 3139 TITLED ADMINISTRATIVE; TO REPEAL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

SECTION I. That the entire Chapter One, titled Administrative, of the Fremont Municipal Code be repealed and replaced with the following and titled Chapter 1, General Provisions:

§1-101. **How Code Designated and Cited.**

All ordinances embraced in the following chapters and sections shall constitute and be designated and cited as the "Fremont Municipal Code."

§1-102. **Definitions and Rules of Construction.**

In the construction of this Code and all other ordinances of the City, the following rules shall be observed, unless such construction would be inconsistent with the manifest intent of the Council or the context clearly requires otherwise:

*City*. The words "city", "the city," or "this city" shall be construed as if followed by the words "of Fremont, Nebraska."

*Code*. The words "the Code" or "this Code" shall mean "The Fremont Municipal Code."

*Computation of Time*. The time within which an act is to be done is computed by excluding the first day and including the last, unless the last day falls upon any legal holiday or on Saturday, in which case the period runs until the end of the next day.

*Council*. Whenever the word "Council" is used, it shall be construed to mean the Council of the City of Fremont, Nebraska.

*County*. The words "the county" or "this county" shall mean Dodge County, Nebraska.

*Day*. A day is a 24-hour period of time between any midnight and the following midnight.

*Daytime, Nighttime*. "Daytime" is the period of time between sunrise and sunset. "Nighttime" is the period of time between sunset and sunrise.

*Gender*. The masculine gender includes the feminine.

*In the City*. The words "in the city" shall mean and include all territory over which the city now has or shall hereafter acquire jurisdiction for the exercise of its police powers or other regulatory powers.

*Joint Authority*. All words giving joint authority to three or more persons or officers shall be construed as giving such authority to a majority of such persons or officers.

*Month*. The word "month" shall mean a calendar month.

*Number*. The singular number includes the plural and the plural includes the singular.

*Oath*. "Oath" includes affirmation.

*Offense*. The doing of any act or thing prohibited or the failing to do any act or thing commanded to be done in this Code within the city is hereby declared to be an offense against the public peace, safety, morals, and general welfare of the people of the City.

*Or, And*. "Or" may be read "and," and "and" may be read "or," if the sense requires it.

*Owner*. The word "owner," applied to a building or land, shall include any part owner, joint owner, tenant in common, joint tenant or tenant by the entirety of the whole or of a part of such building or land, or vendee in possession under a land sale contract.

*Person*. "Person" includes but is not limited to individuals, corporations, associations, firms, partnerships and limited liability companies.

*Preceding, following*. The words "preceding" and "following" mean next before and next after, respectively.

*Property*. The word "property" shall include real and personal property.

*Public place*. The words "public place" shall mean any public place or building or any private place, business or building, open to and frequented by the public.

*Real property*. Real property shall mean any estate or interest in land, including all buildings, fixtures and improvements thereon and all rights-of-way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, used or enjoyed with said land, or any part thereof.

*Shall, may*. "Shall" is mandatory and "may" is permissive.

*Signature* or *subscription by mark*. "Signature" or "subscription by mark" includes a mark when the signer or subscriber cannot write, such signer's or subscriber's name being written near the mark by a witness who writes his own name near the signer's or subscriber's name; but a signature or subscription by mark can be acknowledged or can serve as a signature or subscription to a sworn statement only when one witness shall sign his own name thereto.

*State*. The word "the state" or "this state" shall be construed to mean the State of Nebraska.

*Tenant* or *occupant*. The words "tenant" or "occupant," applied to a building or land, shall include any person holding a written or an oral lease of or who occupies the whole or a part of such building or land, either alone or with others.

*To*. "To" means "to and including" when used in reference to a series of sections of this Code or when reference is made to the Nebraska Revised Statutes.

*Week*. A week consists of seven consecutive days.

*Writing*. Writing includes any form of recorded message capable of comprehension by ordinary visual means. Whenever any notice, report, statement or record is required or authorized by this Code, it shall be made in writing, in the English language, unless it is expressly provided otherwise.

*Year*. The word "year" shall mean a calendar year, except where otherwise provided.

### §1-**103.** **Continuations of Existing Ordinances**.

The provisions appearing in this Code, so far as they are the same as those of ordinances existing at the time of the effective date of this Code, shall be considered as continuations thereof and not as new enactments.

### §1-**104.** **Effect of Repeal of Ordinances.**

The repeal of an ordinance shall not revive any ordinances in force before or at the time the ordinance repealed took effect. The repeal of an ordinance shall not affect any punishment or penalty incurred before the repeal took effect, nor any suit, prosecution or proceeding pending at the time of the repeal, for any offense committed under the ordinance repealed.

### §1-**105.** **Severability of Parts of Code**.

It is hereby declared to be the intention of the Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

### §1-106. **Catchlines of Sections.**

The catchlines of the several sections of this Code are intended as mere catchwords to indicate the contents of the section and shall not be deemed or taken to be titles of such sections, nor as any part of the section, nor, unless expressly so provided, shall they be so deemed when any of such sections, including the catchlines, are amended or re-enacted.

§1-107. **Penalties; Continuing Violations.**

In any case where there shall be a violation of any city ordinance for which no penalty is provided, the person violating the same shall be subject to a fine of not less than one dollar nor more than five hundred dollars for each offense. Each day a violation of a continuing nature shall remain in existence shall constitute a separate offense.

§1-108. **Citation; Failing to Appear; Penalty.**

(1) Any person who fails to appear or otherwise comply with the command of a citation shall be guilty of an infraction.

(2) Any person convicted of violating this section shall be punished by a fine of not more than five hundred dollars or by imprisonment in the county jail for not more than thirty (30) days, or by both such fine and imprisonment.

§1-109. **Aiding, Abetting or Procuring; Penalty.**

Whoever aids, abets or procures another to violate a provision of this Code, or whoever is an accessory after the fact to the commission of any such violation shall be deemed guilty of an offense and punished in accordance with §1-107 of this Code.

An accessory after the fact is a person who, after full knowledge that a violation of this Code has been committed, conceals it from a police officer, or harbors and protects the person charged with or found guilty of a violation of any provision of this Code or state law.

§1-110. **Amendments or Additions to Code**

All ordinances of a general and permanent nature, and amendments to such ordinances, enacted or presented to the City Council for enactment after the adoption of this Code, shall be drafted, so far as possible, as specific amendments, or additions to the Fremont Municipal Code. Amendments to this Code shall be made by reference to the chapter and section of the Code which is to be amended, and additions shall bear an appropriate designation of chapter and section.

Section II. The original Chapter One of the Municipal Code of the City of Fremont, Nebraska, Ordinance No. 3139, and any other ordinances or parts of ordinances of the City of Fremont in conflict herewith are hereby repealed.

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

PASSED AND APPROVE THIS 11TH DAY OF JUNE, 2013.

Scott Getzschman

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Kimberly Volk

Kimberly Volk, MMC, City Clerk

THE CITY OF FREMONT
THE PATHFINDER
GEN. JOHN C. FREMONT
JUNE 17. 1871.

June 11, 2013

ORDINANCE NO. 5273

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA AMENDING AND REORGANIZING CHAPTER TWO OF THE MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, ORDINANCE NO. 3139 TITLED BOARDS AND COMMISSIONS; TO REPEAL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

SECTION I. That the entire Article One of Chapter Two, titled Boards and Commissions, Standing Committees, of the Fremont Municipal Code be repealed and replaced with the following and titled Chapter 2, Administrative, Article 1. Meetings and Committees:

**§2-101 Form of Government.**

The City of Fremont, Nebraska is a City of the First Class with a municipal government organized pursuant to the provisions of Chapter 16 of the Revised Statutes of Nebraska.

**§2-102 Regular Meetings.**

The regular meetings of the City Council shall be held in the City Council Chambers on the second (2nd) and last Tuesday of each month. The regular meetings may be preceded by an informal study session with the formal meeting beginning at 7:00 p.m. or as soon thereafter as called to order by the Mayor. Any such study session shall be included on the agenda for the meeting, included in all published notices, and open to the public. At such informal study sessions, any or all agenda items may be discussed by staff and/or Council members. The Council shall neither take nor agree to take any formal action at such informal study sessions. The City Council may, by a majority vote of all members elected to the Council cancel or reschedule the regular meetings scheduled for the second or last Tuesdays in November, or the regular meeting scheduled for the last Tuesday in December. In such case, notice of cancellation or rescheduled meeting will be given in the same manner as required for regularly scheduled Council meetings. In the event that inclement weather or other conditions present a danger to public health or safety, any meeting may be rescheduled by the Mayor. In such case, notice of rescheduled meeting will be given in the same manner as required for regularly scheduled Council meetings.

**§2-103 Formal Council Study Sessions.**

Formal Council Study Sessions shall be held, if necessary, on the first (1st) and third (3rd) Tuesday of each month to discuss issues, develop policies and hear presentations. All items to be discussed during a Formal Council Study Session shall be specifically listed on the agenda for that meeting. No formal action or votes will be taken on any item during the Formal Council Study Session and no item that is not on the agenda will be discussed. Formal Council Study Sessions shall be open to the public and shall commence at the hour of Five Thirty (5:30) o'clock P.M.

**§2-104 Special Meetings.**

Special meetings may be called by the Mayor or by four (4) members of the City Council, the object of which shall be submitted to the Council in writing.

**§2-105 City Council; Quorum; Voting.**

(1) A majority of all the members of the City Council must be present at a regular or special meeting to constitute a quorum; but if less than such majority is present at the meeting, the majority of the Council Members present may adjourn from time to time without further notice.

(2) Except in those cases where Nebraska law requires a greater number of votes, five (5) affirmative votes shall constitute a majority vote required to adopt a motion, resolution, ordinance, action or policy. In those cases where the Mayor is authorized by law to vote, the Mayor's vote shall be counted as one of the five necessary affirmative votes.

(3) On votes requiring two-thirds vote of the Council, such vote shall require six (6) affirmative votes to pass.

(4) On votes requiring three-fourths vote of the Council, such vote shall require six (6) affirmative votes to pass.

**§2-106 Agenda for Meetings.**

All matters for consideration at any regular meeting or formal study session of the City Council shall be submitted in writing and filed in the office of the City Clerk. The City Clerk shall place upon the agenda of any regular, special or formal study session meeting only those matters which have been directed by one Council Member, or authorized by the Mayor or the City Administrator.

**§2-107 Rules of Order.**

The current edition of Robert's Rules of Order shall guide the proceedings of the Council where not in conflict with statutes or ordinances.

**§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, 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.

(9) 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.

(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.

(11) The presiding officer may reasonably limit the time during which any person not a member of the Council may address a Council meeting.

(12) The presiding officer may express their opinion on any subject being discussed or debated by the Council.

(13) 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.

(14) 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.

(15) Any rule of the Council may be suspended by a three-fourths (3/4) vote of the members present.

**§2-109 Audience; Rules of Conduct.**

The following rules are established for audience members 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

**§2-110 Mayor's Committees.**

Mayor's committees may be appointed by the Mayor without Council approval to advise the Mayor in regard to special issues. Mayor's committees are subject to the open meetings law. Findings and recommendations of Mayor's committees shall be submitted to the Mayor and shall be considered as advising the Mayor.only and not the council.

**§2-111 Council Committees.**

Committees of the Council may be created by the Mayor and approved by a majority of the Council to advise the Council in regard to special issues. Each committee will consist of not more than four Council Members, appointed by the Mayor and confirmed by the Council. The committees may also consist of other members, including staff, who shall serve only as non-voting members. The manner of appointment shall be the same. The chairman of the committee will be a Council Member. Council committees shall conduct their meetings in compliance with the open meetings law, shall maintain minutes of all meetings, and shall submit their minutes, findings, and recommendations to the City Council in writing in a timely manner. Appointments to Council Committees shall be for a term of one year unless ended sooner by dissolution of the committee. The committee may be dissolved by any of the following actions:

(1) Majority vote of the committee to dissolve;

(2) Resolution of the special issue assigned;

(3) Majority vote of the city council; or

(4) Expiration of one year from date of creation unless reappointed.

**§2-112 Board and Commissions.**

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. The list of boards and commissions shall be maintained and on file in the office of the City Clerk. Certain powers may be delegated to boards and commissions as provided for by statute. Boards and commissions of a permanent nature shall be established by ordinance and members appointed by the Mayor with the consent of the City Council. Boards and Commissions shall conduct their meetings in compliance with the open meetings law, shall maintain minutes of all meetings, and shall submit their minutes to the City Clerk in writing in a timely manner.

SECTION II. That a new Article 2 of Chapter Two, of the Fremont Municipal Code titled Elected Officials be adopted:

**§2-201 Mayor; Powers; Duties**

The Mayor shall be elected at large to serve a four (4) year term of office. The Mayor shall preside at all the meetings of the City Council and shall have the right to vote when his vote shall be decisive and the City Council is equally divided on any pending matter, legislation, or transaction and the Mayor shall, for the purpose of such vote, be deemed to be a member of the Council. He shall have the superintending control of all the officers and affairs of the City and shall take care that the State and City law are complied with. He may administer oaths, and shall sign the commissions and appointments of all the officers appointed in the City. The Mayor may have such jurisdiction as may be vested in him by ordinance over all places within two (2) miles of the corporate limits of the City for the enforcement of health or quarantine laws and the regulation thereof. The Mayor shall have the power after the conviction of any person to remit fines and forfeitures, and to grant reprieves and pardons for all offenses arising under the laws of the City.

**§2-202 Mayor; Veto Powers; Passage Over Veto.**

The Mayor shall have the power to approve or veto any ordinance passed by the City Council, and to approve or veto any order, bylaw, resolution, award of or vote to enter into any contract, or the allowance of any claim; provided, that any ordinance, order, bylaw, resolution, award, or vote to enter into any contract, or the allowance of any claim vetoed by the Mayor may be passed over his veto by a vote of two-thirds (2/3) of all the members elected to the City Council. If the Mayor neglects or refuses to sign any ordinance, order, bylaw, resolution, award, or vote to enter into any contract, or the allowance of any claim, and returns the same with his objection in writing at the next regular meeting of the Council, the same shall become law without his signature. The Mayor may veto any item or items of any appropriation bill, and approve the remainder thereof. The item or items so vetoed may be passed by the Council over his veto as in other cases.

**§2-203 Council; Authority; Duties.**

Two (2) City Council Members shall be elected for a four (4) year term from each ward. One (1) Council Member from each ward shall be elected at each election, so that terms are staggered. They shall be electors of the City and residents of the ward from which they were elected.

The Council can bind the City of Fremont, Nebraska, by their acts only when they are duly assembled at a regular or special meeting. The City Council shall do all things necessary to comply with, and enforce the ordinances of the City of Fremont and the laws of the State of Nebraska relating to cities of the first class.

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.

**§2-204 Council President; Election; Term; Duties.**

The City Council shall elect one (1) of its own body every two (2) years who shall be styled the President of the Council, and who shall preside at all meetings of the City Council in the absence of the Mayor. In the absence of the Mayor, and the President of the Council, the City Council shall elect one (1) of its own body to occupy his place temporarily, who shall be styled Acting President of the Council. Both the President of the Council and the Acting President of the Council, when occupying the position of the Mayor, shall have the same privileges as the other members of the City Council, and all acts of the President of the Council, or Acting President of the Council, while so acting, shall be as binding upon the City Council, and upon the City as if done by the elected Mayor.

In the event that there is a vacancy in the office of Mayor, or in the event the Mayor is absent or unable to fulfill the duties and obligations of his office, the President of the Council shall exercise the powers and duties of the office until the vacancy shall be filled, such disability is removed, or in the case of temporary absence, until the Mayor returns.

**§2-205 Mayor and Council; Benefit Plans.**

The Mayor and members of the City Council shall be eligible, at their option, and at their full expense, to participate in the City sponsored medical insurance program.

**§2-206 Bonds for Elected Officials.**

Before entering upon the duties of their office, the following named elective officers of the city are hereby required to give bonds and security as provided by law for the faithful performance of their duties, which bonds shall be approved by the city council and shall be given for the following sums:

| | |
|---|---|
| Mayor | $ 10,000 |
| City Council Member | $ 1,000 |

**§2-207 Elected Officials; Participation in City Authorized Keno Lottery Operations; Restrictions.**

The Mayor and members of the City Council and their spouses shall, neither directly or indirectly, during their terms of office and for one (1) year thereafter own any interest in or be employed by, or in any manner receive, either directly or indirectly, compensation, remuneration, payments or other thing of value from the City's appointed keno lottery contractor, from any parent, subsidiary or affiliate entity of said contractor, or from any person owning an interest or working for any of the foregoing or promoting the interests thereof.

**§2-208 Removal of Elected Official for Misconduct.**

Any elected official of the city may be removed from office for misconduct or malfeasance pursuant to state statute by the Mayor and Council in the following manner:

Upon the filing of written charges signed and verified, charging any such officer with misconduct, the Council shall by resolution set a time for hearing not less than five days nor more than ten days subsequent to the passage of such resolution for a hearing on such charge. At such hearing, the officer whose conduct shall have been called into question shall have the right to be present to interrogate witnesses, to be represented by counsel, and either in person or by counsel make a statement or argument to the council. The City Attorney shall act as prosecuting attorney and shall have the right to examine or cross examine each witness presented and to make any statement or argument to the Council. If upon such hearing, the Council shall by a three-fourths vote of all the Council Members, find or determine that the officer in question has been guilty of misconduct rendering him or her an unfit person to hold such office, then the City Council may declare such office vacant and such office shall then be vacant forthwith.

§2-209 **Filling Vacancies for Elective Officers**.

The Mayor shall fill by appointment any vacancy which may exist, caused by death, resignation or disability of any elective officer of the City. Such appointment of the Mayor shall be subject, however, to approval of the majority of the Council in accordance with Nebraska Revised Statute 32-560.

§2-210 **Contracts; Interest of Officers Prohibited; Exceptions**.

No officer, elected or appointed, or member of any appointed board or commission having authority to commit public funds for expenditure of the City of Fremont shall be interested, directly or indirectly, in any contract to which the City is a party unless said officer or member demonstrates full compliance with the Nebraska Political Accountability and Disclosure Act, and the expenditure is specifically appropriated and ordered by a vote of three-fourths (3/4) of all the members elected to the Council. No contract may be divided for the purpose of evading the requirements of this section. Violation of the provisions of this section shall void the obligation of such contract on the part of the City, and shall constitute a misdemeanor.

SECTION III. That a new Article 3 of Chapter Two, of the Fremont Municipal Code titled Ordinances and Resolutions be adopted:

§2-301 **Ordinances; Appropriation Of Money**.

All ordinances, resolutions, or orders for the appropriation or payment of money shall require for their passage or adoption the concurrence of a majority of all members elected to the Council. The Mayor may vote on any such matter when his or her vote will provide the additional vote required to create a number of votes equal to a majority of the number of members elected to the Council, and the Mayor shall, for the purpose of such vote, be deemed to be a member of the Council.

§2-302 **Ordinances; Reading**.

Ordinances of a general or permanent nature shall be read by title on three (3) different days unless three-fourths (3/4) of the members of the Governing Body vote to suspend this requirement, except that such requirement shall not be suspended for any ordinance for the annexation of territory. In the case such requirement is suspended, the ordinance shall be read by title or number and then moved for final passage. Three-fourths (3/4) of the members of the Council members may require a reading of any such ordinance in full before enactment under either procedure set out in this section.

§2-303 **Ordinances; Publication**.

All ordinances of a general nature shall, within fifteen (15) days after they are passed, be published one (1) time either in some newspaper published within the Municipality or in pamphlet form.

§2-304 **Ordinances; Style**.

The style of all City ordinances shall be: "Be it ordained by the Mayor and Council of the City of Fremont, Nebraska."

§2-305 **Ordinances; Title**.

No ordinance shall contain a subject not clearly expressed in its title.

§2-306 **Ordinances; Effective Date; Emergency Ordinances.**

(1) Except as provided in section 2-213 and subsection (2) of this section, an ordinance for the government of the Municipality which has been adopted by the Governing Body without submission to the voters of the Municipality shall not go into effect until fifteen (15) days after the passage of the ordinance.

(2) In the case of riots, infectious diseases or other impending danger, or any other emergency

requiring its immediate operation, an ordinance shall take effect upon the proclamation of the Mayor immediately upon the first publication of the ordinance.

**§2-307 Ordinances; Amendments And Revisions.**

No ordinance or section thereof shall be revised or amended unless the new ordinance contains the entire ordinance or section as revised or amended, and the ordinance or section so amended is repealed, except that an ordinance revising all the ordinances of the Municipality and modifications to zoning or building districts may be adopted as otherwise provided by law.

**§2-308 Resolution and Motions.**

(1) Resolutions presented to the Council shall be written and contain no subject not clearly expressed in the title. The issue raised by said resolutions shall be disposed of in accordance with the usage of parliamentary law adopted for the guidance of the Council. Unless otherwise provided, an affirmative vote of four (4) Council members shall be required to pass any resolution, when four (4) shall represent the majority of Council members present.

(2) The Council may dispose of any agenda item not otherwise requiring the enactment of an ordinance or passage of formal resolution by motion in accordance with the usage of parliamentary law adopted for the guidance of Council. The subject of the motion shall be clearly stated by the moving party and recorded by the Clerk. Unless otherwise provided, a majority vote of Council members present shall be required to pass any motion.

(3) The Mayor may vote on any such matter when his vote would be decisive, and the Mayor shall, for the purpose of such vote, be deemed to be a member of the Council. The vote on any resolution or motion shall be viva voce and "yeas" and "nays" thereon shall be recorded by the Clerk. The requirement of a roll call or viva voce vote may be satisfied by an electronic voting device which allows the "yeas" and "nays" of each Council member to be readily seen by the public.

SECTION IV. That a new Article 4 of Chapter Two, of the Fremont Municipal Code titled Wards be adopted:

**§2-401 Election Wards and Districts.**

All elective city officers shall be nominated and elected on a nonpartisan ballot.

**First Ward**

The First Ward of the City shall consist of all that part of the City lying and being east of "C" Street extended north to the City limits; thence south to Twenty-first (21st) Street; thence east to Union Street; thence south to Tenth (10th) Street; thence east to Logan Street; thence south to Ninth (9th) Street; thence east to Lincoln Avenue; thence north to Phelps Avenue; thence east to Luther Road; thence south to the south line of Brentwood Park Fourth Addition and to the City limits; thence east to the City limits; thence north to the City limits; thence east to the City limits; thence north to the City limits; thence east to Johnson Road; thence east to the East City limits.

**Second Ward**

The Second Ward of the City shall consist of all that part of the City lying and being West of "C" extended north to the City limits; thence south to Twenty-first (21st) Street; thence east to Union Street; thence south to 11th Street; thence west to Nye Avenue; thence south to 10th Street; thence west to Somers Avenue; thence north to Twenty-third (23rd) Street; thence west to the City limits.

**Third Ward**

The Third Ward of the City shall consist of all that part of the City lying west and being south of Twenty-

third (23rd) Street extended west to the City limits; thence east to Somers Avenue; thence south to Tenth (10th) Street; thence east to Nye Avenue; thence north to Eleventh (11th) Street; thence east to Union Street; thence south to Tenth (10th) Street; thence east to Clarkson Street; thence south to Eighth (8th) Street; thence east to Platte Avenue; thence south to the City limits.

**Fourth Ward**

The Fourth Ward of the City shall consist of all that part of the City lying east of Platte Avenue extended to the south City limits; thence north to Eighth (8th) Street; thence west to Clarkson Street; thence north to Tenth (10th) Street; thence east to Logan Street; thence south to Ninth (9th) Street; thence east to Lincoln Avenue; thence north to Phelps Avenue; thence east to Luther Road; thence south to the south City limits and the south line of Brentwood Park 4th Addition; thence east to the City limits; thence north to the City limits; thence east to the City limits.

**Election Districts – First Ward**

The First Ward of the City is hereby divided into five (5) election districts as follows:

First District. The First Election District "1-A" shall consist of all that part of the First Ward north of Sixteenth (16th) Street and south of Twenty-Third (23rd) Street between Platte Avenue and Clarmar Avenue and all that part of the First Ward north of Twenty-Third (23rd) Street and south of the 27th Street between Platte Avenue extended north and Laverna Street.

Second District. The Second Election District "1-B" shall consist of all that part of the First Ward lying and being south of Sixteenth (16th) Street and west of Lincoln Street.

Third District. The Third Election District "1-C" shall consist of that part of the First Ward lying south of Sixteenth (16th) Street and lying east of Lincoln Street.

Fourth District. The Fourth Election District "1-D" shall consist of all that part of the First Ward lying north of Sixteenth (16th) Street and lying west of Platte Avenue and Platte Avenue extended north of Twenty-third (23rd) Street.

Fifth District. The Fifth Election District "1-E" shall consist of that part of the First Ward between Sixteenth (16th) Street and Twenty-third (23rd) Street lying east of Clarmar Avenue, that part of the First Ward lying north of 27th Street and west of Laverna Street, and that part of the First Ward north of Twenty-third (23rd) Street lying east of Laverna Street.

**Election District – Second Ward**

The Second Ward is hereby divided into five (5) election districts as follows:

First District. The First Election District "2-A" shall consist of that part of the Second Ward lying between Broad Street and Union Street and between Nineteenth (19th) Street and Eleventh (11th) Street.

Second District. The Second Election District "2-B" shall consist of that part of the Second Ward between Broad Street and Somers Avenue south of Seventeenth (17th) Street.

Third District. The Third Election District "2-C" shall consist of that part of the Second Ward lying and being north of Twenty-third (23rd) Street and west of Somers Avenue.

Fourth District. The Fourth Election District "2-D" shall consist of all of the Second Ward lying and being north of Twenty-third (23rd) Street and east of Somers Avenue and lying and being east of Somers

Avenue and lying and being east of Broad Street between Nineteenth (19th) Street and Twenty-third (23rd) Street.

Fifth District. The Fifth Election District "2-E" shall consist of all of the Second Ward lying and being east of Somers Avenue and west of Broad Street, between Sixteenth (16th) Street and Twenty-third (23rd) Street.

**Election Districts – Third Ward**
The Third Ward is hereby divided into five (5) election districts as follows:

First District. The First Election District "3A" shall consist of that part of the Third Ward lying east of Somers Avenue and south of Tenth (10th) Street; thence east to Nye Avenue; thence north to Eleventh (11th) Street; thence east to "D" Street; thence south to Military Avenue; thence west to Somers Avenue.
Second District. The Second Election District "3B" shall consist of all that part of the Third Ward lying and being east of Pierce Street and west of "D" Street, between Military Avenue and the Union Pacific Railroad.

Third District. The Third Election District "3-C" shall consist of all that part of the Third Ward lying and being south of the Union Pacific Railroad and west of "D" Street.

Fourth District. The Fourth Election District "3-D" shall consist of all that part of the Third Ward lying and being west of Somers Avenue and north of Military Avenue and all that part of the Third Ward lying and being south of Military Avenue and west of Pierce Street.

Fifth District. The Fifth Election District "3-E" shall consist of all that part of the Third Ward lying and being east of "D" Street and south of Eleventh (11th) Street; thence east to Union Street; thence south to Tenth (10th) Street; thence east to Clarkson; thence south to Eighth (8th) Street; thence east to Platte Avenue.

**Election District – Fourth Ward**
The Fourth Ward shall be divided into five (5) election districts as follows:

First District. The First Election District "4-A" shall consist of all that portion of the Fourth Ward from Lincoln Avenue to Howard Street, between First (1st) Street and Ninth (9th) Street, from Lincoln Avenue to Clarmar Avenue, between Cuming Street and First (1st) Street, and from Garfield Street to Clarmar Avenue, between Railroad Street and Cuming Street.

Second District. The Second Election District "4-B" shall consist of all that portion of the Fourth Ward from Bell Street to Lincoln Avenue, between Cuming Street and Ninth (9th) Street and from Bell Street to Garfield Street between Railroad Street and Cuming Street.

Third District. The Third Election District "4-C" shall consist of all that portion of the Fourth Ward lying north of the south City limits and east of Clarmar Avenue; thence north to First (1st) Street; thence east to Howard Street; thence north to Military Avenue; thence east to Luther Road; thence east to the east City limits.

Fourth District. The Fourth Election District "4-D" shall consist of that portion of the Fourth Ward lying north of Military Avenue and east of Howard Street; thence north to Ninth (9th) Street; thence west to Lincoln Street; thence north to Phelps Avenue; thence east to Luther Road; thence south to the north City limits and the north line of Day Acres Third Addition; thence east to the northeast corner of Day

Acres Fourth Addition; thence north to the north City limits.

Fifth District. The Fifth Election District "4-E" shall consist of all that portion of the Fourth Ward lying north of the south City Limits and east of Platte Avenue; thence north to Eighth (8th) Street; thence west to Clarkson Street; thence north to Tenth (10th) Street; thence east to Logan Street; thence south to Ninth (9th) Street; thence east to Bell Street; thence south to the south City Limits.

SECTION V. That a new Article 5 of Chapter Two, of the Fremont Municipal Code titled Appointed and Hired Officials be adopted:

**§2-501 Officers: Appointive**

The following shall constitute the statutory officers of the City of Fremont which shall be appointed by the Mayor and approved by the City Council. These officers shall hold office until the end of the Mayor's term and until their successors are appointed and qualified. These appointive officers may be removed at any time by the Mayor, with the approval of a majority of the City Council:

City Administrator
City Attorney
City Clerk/Treasurer
City Engineer/Public Works Director
City Physician
Utilities General Manager

**§2-502 Hired Officials**

The officials set forth below shall be hired officials which shall be selected for employment by the city as set forth in the personnel rules and regulations. All of the hired officials shall be subject to the personnel rules of the City of Fremont as adopted by resolution. The personnel rules are supplemental to the Civil Service rules for the officials set forth in subparagraph (B). The discipline and/or removal of the officials listed in subparagraphs (A) shall be governed by the City's personnel rules. The discipline and/or removal of the officials listed in subparagraph (B) shall be governed by the City's personnel and Civil Service rules.

(A) The following shall constitute the general officials of the City of Fremont:

Finance Director
Chief Building Inspector
Human Resources Manager
Director of Parks and Recreation
Library Director
Planning Director
Information Systems Manager

(B) The following shall constitute the officials subject to the Civil Service rules of the City of Fremont:

Fire Chief
Police Chief

**§2-503 Bonds for Appointed Officials.**

Before entering upon the duties of their employment, the following named appointed officials and employees of the city are hereby required to give bond and security as provided by law for the faithful

performance of their duties, which bond shall be approved by the City Council and shall be given for the following sums:

| | |
|---|---|
| City Treasurer | $100,000 |
| Director of Finance | $250,000 |
| City Administrator | $100,000 |

**§2-504 Ratification of Retirement and Pension Plans.**

The City hereby affirms and ratifies the existing pension and retirement plans it has established which specifically includes the following plans:

(1) A Police Officers Retirement System Fund and retirement plan pursuant to Neb. R.R.S. §16-1001 et seq;

(2) A Fire Fighters Retirement System Fund and retirement plan pursuant to Neb. R.R.S. §16-1020 et seq;

(3) A general employee pension fund and pension plan pursuant to Neb. R.R.S. §19-3501.

Said funds and plans are hereby ratified and confirmed.

**§2-505 Participation in City Authorized Keno Lottery Operations; Restrictions**

The City Administrator, Treasurer and Finance Director and their spouses shall, neither directly or indirectly, during their terms of office and for one (1) year thereafter own any interest in or be employed by, or in any manner receive, either directly or indirectly, compensation, remuneration, payments or other thing of value from the City's appointed keno lottery contractor, from any parent, subsidiary or affiliate entity of said contractor, or from any person owning an interest or working for any of the foregoing or promoting the interests thereof. The City Administrator, Treasurer and Finance Director shall not play the lottery during their terms of office.

**§2-506 City Administrator; Appointment; Duties.**

There is hereby created the office of City Administrator. The purpose of the office of the City Administrator is to provide the centralization of the administrative responsibilities. The City Administrator shall be appointed by the Mayor by and with the consent of the City Council or a majority of the same. The employment of the City Administrator may be administered by a negotiated contract.

The Mayor and Council shall determine all Municipal policies, adopt ordinances and resolutions and vote all appropriations. The Mayor and Council are the Governing Body of the City, and the City Administrator is its agent in carrying out the policies and directions which the Mayor and Council shall determine. The City Administrator may be removed at pleasure by vote of a majority of all members of the Council with the approval of the Mayor.

The City Administrator shall be the administrative head of the City government under the direction and control of the Mayor and Council. The Administrator shall be responsible to the Mayor and Council for the efficient administration of all affairs of the City which are under the Mayor and Council's control. In relation to the efficient administration of the affairs of the City, the City Administrator shall work within the policies set forth by the Mayor and Council.

The City Administrator shall deal with the Mayor and Council as a body on all official City affairs. Any and all reports and communications shall go to the Mayor and all members of the Council. The Mayor and individual members of the City Council may require reports from the office of the City Administrator on any specific City activity in addition to the regular reports. The Mayor and Council reserve the right to make inquiries of City personnel relative to City activities. The individual members of the City Council shall deal with personnel through the City Administrator. The salary of the City Administrator shall be established by ordinance.

**§2-507 City Administrator; Qualifications.**

The City Administrator shall be chosen on the basis of executive and administrative qualifications with special reference to actual experience, or knowledge of accepted practice in respect to the duties of the office. At the time of appointment, the City Administrator need not be a resident of Fremont, Nebraska, but during the term of office he or she shall reside within the city limits.

**§2-508 City Administrator; Duties; General.**

A. Recommend to the Mayor and Council the appointment and dismissal of Appointed and Hired Officials. The City Administrator may appoint, discipline, transfer and dismiss all subordinate employees of the City except Civil Service and Utility employees.

B. Administer all departments and divisions of the City government which are under the Mayor and Council's direction, except the office of the City Attorney, City Physician, Department of Utilities, Civil Service. The City Administrator will be available to assist these offices in any administrative matter and will assist the Mayor and Council in the coordination of these activities.

C. Recommend to the Mayor and Council for adoption such measures and ordinances as are deemed necessary or expedient.

**§2-509 City Attorney; Duties.**

The City Attorney shall be the legal advisor of the Council and City officers. The City Attorney shall commence, and defend all suits and actions necessary to be commenced, or defended on behalf of the City, or that may be ordered by the Council. The City Attorney shall attend meetings of the Council and give opinion upon any matter submitted, either orally or in writing as may be required. The City Attorney shall draw all ordinances, contracts and other documents requested by the Mayor and Council. The Mayor and City Council shall have the right to pay the City Attorney additional compensation for legal services performed for the City or to employ additional legal assistance and to pay for such legal assistance out of the funds of the City. The Board of Public Works of the City whenever the City Council has so authorized by ordinance shall have the right to pay the City Attorney additional compensation for legal services performed for the Board of Public Works or to employ additional legal assistance other than the City Attorney and pay for such legal assistance out of funds disbursed under the order of the Board of Public Works. The City Attorney may be removed at the pleasure of the Mayor with the consent of the Council. The salary of the City Attorney shall be established by ordinance.

Among the duties of the City Attorney shall be that of representing as counsel, without charge to the persons represented, any city officer or employee in connection with any claim, suit for damages, or other action against such person arising in connection with the performance by such officer or employee of his or her public duties; provided that such employee or officer may have his or her own counsel to assist in the defense, at the expense of the employee or officer. *Officer* shall include any elected, appointed, or hired official of the city and *Employee* shall include all employees of the city, whether under Civil Service or not.

Any officer or employee who is held liable for the payment of any claims or damages, by way of judgment or settlement, shall be entitled to indemnification by the city, where the acts resulting in such liability were done in good faith, without malice, within the scope of authority of the employee or officer.

Nothing in this Article shall be construed as waiving the city's defense of governmental immunity to it or its employees or officers in any action brought against the city or such officer or employee.

The provisions of this Article shall apply only where the city has been given notice of any actions brought against any city employee or officer, based upon any action of such employee or officer within the scope of his or her authority as such.

Nothing in this Article or in any ordinance of the city, and nothing in any agreement with the city attorney shall be construed to require the city attorney to provide legal services in any manner which

would cause the attorney to be involved in a conflict of interest.

**§2-510 City Clerk/Treasurer; Duties.**

There is hereby created the office and position of City Clerk/Treasurer. The City Clerk/Treasurer shall be appointed by the Mayor with approval of a majority of the City Council. The City Clerk shall have the custody of all laws, ordinances and official records, and keep a correct journal of the proceedings of the Council, and perform all other duties and meet all requirements imposed by law upon the position or office of City Clerk/Treasurer. The City Clerk/Treasurer may be removed at the pleasure of the Mayor with the consent of the Council. The official Corporate Seal of the City shall be kept in the office of the City Clerk, and shall bear the following inscription, 'THE CITY OF FREMONT, June 17, 1871. The Pathfinder, Gen. John C. Fremont."

**§2-511 City Engineer; Duties.**

The City Engineer shall be appointed by the Mayor by and with the consent of the Council. Except when some other person is specifically appointed, the Engineer shall be and assume the duties of the Director of Public Works. The Engineer may be removed at the pleasure of the Mayor with the consent of the Council. The City Engineer shall make estimates of the cost of labor and material which may be done or furnished by contract with the City, and make all surveys, estimates, and calculations necessary to be made for the establishment of grades, building of culverts, sewers, electric light system, waterworks, power plant, public heating system, bridges, curbing, gutters, the improvement of streets, and the erection and repair of buildings. The Engineer shall perform such additional duties required. The salary of the City Engineer shall be fixed by ordinance.

**§2-512 Director of Public Works; Duties.**

The Director of Public Works shall be under the immediate supervision of the City Administrator. The Director of Public Works shall have general charge, direction, and control over all work on the streets, sidewalks, culverts, and bridges of the City except where some other official is specifically designated as the official in charge of such improvements. He shall consult with the Division Supervisors concerning problems, programs, and policies in force; provide technical and engineering advice to the Mayor, City Council, City Administrator, and other City departments concerning public works programs and operating problems; organize, coordinate, direct, and supervise staff; assist division heads in determining expenditure requirements; prepare budget, review and approve requisitions, specifications, and purchase orders covering all individual expenditures of a public works nature; participate in engineering work; make studies analyzing operative reports of each division and develop programs to reduce cost or improve service; direct and participate in long-range planning; prepare long-range projections; investigate additional service areas. It shall be the Public Works Director's duty to see that sidewalks and the sidewalk space are not unlawfully occupied. He shall have the authority to go upon private property at reasonable hours in the exercise of official duties. He shall serve or cause to be served all notices pertaining to sidewalks, streets, alleys, and other property unless some other official is specifically required to serve such notices. The Director of Public Works may be removed at the pleasure of the Mayor with the consent of the Council.

**§2-513 City Physician; Duties.**

The City Physician shall be a member of the Board of Health and shall perform all duties devolving upon them in such capacity. It shall be the duty in all cases of injury to the person, in cases wherein a liability for such injury may be asserted against the City, to investigate such injury and the extent thereof and the circumstances and condition of the person so injured, and report the same in writing with such other particulars as may have come to his/her knowledge relating to such injury to the Mayor. The City Physician shall perform such other duties as may be required by the Mayor and Council.

The City Physician shall exercise special care with regard to the sanitary conditions of the City,

and shall from time to time report to the Mayor and Council such measures and recommendations in relation thereto as deemed proper. The City Physician may be removed at the pleasure of the Mayor with the consent of the Council.

**§2-514 Utilities General Manager; Duties.**

The Utilities General Manager shall be appointed by the Mayor with approval of a majority of the City Council. The term of the office of the Utilities General Manager shall extend until the end of the Mayor's term of office or until his successor shall be appointed and qualified. The employment of the Utilities General Manager may be administered by a negotiated contract. The Utilities General Manager shall be under the direction and control of the Board of Public Works at all times. He shall have administrative control over the Gas, Sewer, Water and Electric Divisions of the City and shall enforce the laws relating to said departments as well as carry out any order or directive of the Board of Public Works. The Utilities General Manager, or his duly authorized agents, shall have free access at proper hours of the day to all parts of each premise and building to or in which gas, water, sewer or electric service is furnished to examine the pipes, fixtures, wires and connections and ascertain whether there is any disrepair or violation of City law. The salary of the Utilities shall be fixed by ordinance.

SECTION VI. That a new Article 6 of Chapter Two, of the Fremont Municipal Code titled Penal Provision be adopted:

**§2-601 Violation, Penalty.**

Any person who violates any of the prohibitions or provisions of any Article or section of this Chapter shall be deemed guilty of a misdemeanor. Unless otherwise specified in the particular Article or section for which the person stands convicted of violating, the penalty for such violation shall be in any amount not to exceed one thousand dollars ($1,000.00) and/or imprisonment for any length of time not to exceed three (3) months, in the discretion of the court.

Section V. The original Chapter Two of the Municipal Code of the City of Fremont, Nebraska, Ordinance No. 3139, and any other ordinances or parts of ordinances of the City of Fremont in conflict herewith are hereby repealed.

Section VI. That this ordinance shall be published in pamphlet form and shall take effect and be in force from and after its passage, approval and publication according to law.

PASSED AND APPROVE THIS 11TH DAY OF JUNE, 2013.

Scott Getzschman

SCOTT GETZSCHMAN, MAYOR

ATTEST:

THE CITY OF FREMONT
THE PATHFINDER
GEN. JOHN C. FREMONT
JUNE 17, 1871.

Kimberly Volk

Kimberly Volk, MMC, City Clerk

# STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Janet Davenport, Library Director

DATE: November 8, 2012

SUBJECT: REVISED LIBRARY BOARD BY-LAWS

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Recommendation: Move to approve the revised Keene Memorial Library Board By-Laws as recommended by the Board Members of the Keene Memorial Library.

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Background: The Keene Memorial Library Board structure was changed from an Administrative Board to an Advisory Board in 2010 by Municipal Ordinance. The Library Board By-Laws have been revised to reflect that change. The Library Board of has approved and recommended the By-Laws to the City Council for adoption.

Fiscal Impact: There is no fiscal impact.

# BYLAWS OF THE
# KEENE MEMORIAL LIBRARY
# LIBRARY BOARD

**ARTICLE I: Name and Authority**

Section 1: This organization shall be called "The Keene Memorial Library" or the "Fremont Public Library".

Section 2: The Library Board (hereinafter the "Board") exists by virtue of the provisions of § 16-251 of the Revised Statutes of the State of Nebraska and Article 2, §2-201 of the City of Fremont Code. The Board shall exercise the powers and authority and assume the responsibilities delegated to it under said statutes and Code.

**ARTICLE II: Members of the Board**

Section 1: The Board shall be composed of five (5) members who are to be appointed for individual terms of four (4) years by the Mayor and City Council of Fremont, pursuant to law.

Section 2: In the event of vacancies due to resignation, removal or otherwise, the Mayor and City Council of Fremont shall fill such vacancy for the unexpired term pursuant to law.

**ARTICLE III: Officers and Their Duties**

Section 1: The officers of the Board shall include a President, a Vice-President, a Secretary and such other officers as may be deemed necessary who shall be elected from among the appointed members.

Section 2: It shall be the duty of the President to preside at all meetings of the Board, to appoint Board members to standing committees, subject to approval of the Board and to carry out such other duties as the Board or these By-Laws may impose.

Section 3: The Vice-President shall preside at all meetings of the Board in the absence of the President, and shall carry out such other duties as the Board or these By-Laws may impose.

Section 4: The Secretary shall see that a true and accurate account of all proceedings at Board meetings is kept and shall perform such other duties as usually pertain to the office of Secretary or as shall be determined from time to time by the Board. In compliance with any requirements of state law regarding the holding of meetings of public bodies, the Secretary shall issue notices of all regular meetings, and, on the authorization of the President, of all special meetings, and shall have custody of the minutes and other records of the Board. With the approval of a majority of the Board, the Secretary may delegate any or all of those responsibilities to the Library Director.

Section 5: The Board may review the bills, invoices, same or similar, from the Fremont Public Library, however, that the Board is not delegated or authorized with authority to draw warrants upon the money in the Public

Library Fund and therefore this procedure shall be used for review of library activity only.

Section 6: Should both the President and Vice-President be absent from any meeting of the Board, a member shall be selected to preside by a motion.

Section 7: In the event of death, resignation or disability of the President, the Vice-President shall assume the duties of the office of President until a new President is elected.

**ARTICLE IV: Terms of Office and Elections**

The officers shall be elected annually at the regularly scheduled meeting of the Board in the month of June. The newly elected officers shall assume the responsibilities of their offices effective September 1 and shall serve until their successors shall have been elected.

**ARTICLE V: Meetings**

Section 1: Regular meetings of the Board shall be held no less than quarterly at a time agreed upon by the Board. Written notice of the time and place of the meeting shall be posted and published where they shall be available for public inspection at any reasonable time.

Section 2: Special meetings may be called by the President, Library Director or by any two (2) Board members. Written notice of the time and place of the meeting shall be posted and published where they shall be available for public inspection at any reasonable time.

Section 3: Three (3) members of the Board shall constitute a quorum for the transaction of business.

Section 4: No board member shall vote on any matter if such vote might be reasonably expected to result in a direct or indirect benefit (other than that received as a member of the general public) to such member or the immediate family of such member. No board member shall receive any pay or compensation for any services rendered as a member of the Board.

**ARTICLE VI: Order of Business**

Call to Order
Recording of Members Present
Notice of Meeting and Agenda
Approval of Minutes of Last Meeting
Unfinished Business
New Business
Committee Reports:

1. Library Director's Report
2. Friends of the Library Report
3. Other Committee Reports
4. Review of Financial Reports

Announcements
Adjournment

**ARTICLE VII: Committees**

Special Committees may be created by the Board to handle specific matters. Each committee shall consist of at least two (2) members. The President shall be an ex-officio member of all committees. A report of meetings of the Special Committees shall be presented at the next regular meeting of the Board following the committee meeting.

**ARTICLE VIII: Library Director and Staff**

Section 1: The Library Director shall be appointed by the Mayor with the advice of the Board and consent of the City Council.

Section 2: The Library Director shall be considered the executive officer of the Board and shall have the sole charge of administration of the Library under the direction and supervision of the City Administrator and under the general supervision of the Board. The Library Director shall be accountable to the Board.

The Director shall be held responsible for the care of the building and equipment, for the employment and direction of the staff, for the efficiency of the Library's services to the public and for the operations of the Library under the financial conditions set forth in the annual budget. The Library Director or the Library Director's representative shall attend all Board meetings.

Section 3: The Library Director shall present a report or statistical report at each regular meeting of the Board, describing the activities of the Library during the previous month.

**ARTICLE IX: Miscellaneous**

Section 1: Immunity. The Board, its individual members, officers, agents employees and volunteers shall be immune from tort liability for injuries to persons or damages to property caused while in the course of service acting on behalf of The Keene Memorial Library, provided that any agent is acting or reasonably believes he or she is acting within the scope of his or her authority in furtherance of the purposes of The Keene Memorial Library and that the agent's conduct does not amount to gross negligence that is the proximate cause of the injury or damage.

Section 2: Insurance. The Board may purchase and maintain liability insurance to indemnify and protect the Board and the individual members, officers, committee members, volunteers and agents of the Board against liability asserted against The Keene Memorial Library, whether or not The Keene Memorial Library would have power to indemnify the person against such liability under these Bylaws or the laws of the State of Nebraska.

Section 3: Indemnification. Each person who is or was a member, officer, committee member, employee, volunteer or agent of the Board and each person who serves or has served at the request of the Board shall be indemnified by the City of Fremont to the fullest extent permitted by the laws of the State of Nebraska as they may be in effect from time to time for all actions taken by any member of the Board which he or she reasonably believes to be within the scope of his or her authority, and if an employee within the scope of his or her employment, and which conduct does not amount to gross negligence that is the proximate cause of injury or damage to a person.

Section 4: Whenever a claim is made or a civil action is commenced against a member of the Board for injuries to persons or property caused by alleged negligence of the Board or The Keene Memorial Library while that member is acting within the course of that individual's authority, the Board may pay for, engage or furnish the services of an attorney to advise the Board as to the claim and to appear for and represent the Board member in the action. The Board may compromise, settle and pay the claim before or after the commencement of a civil action with consent from the City Council and City Attorney. Whenever a judgment for damages is awarded against a Board member as a result of a civil action for personal injuries or property damage caused by the Board or The Keene Memorial Library, the Board may indemnify the member or pay, settle or compromise the judgment.

## ARTICLE X: Amendment of the Bylaws

These Bylaws may be amended at any meeting of the Board by the affirmative vote of at least three (3) members of the Board, provided notice of the proposed amendment has been given at a regular meeting previous to the meeting at which the proposed amendment is presented for consideration and the text of the proposed amendment has been on file with the Secretary or acting Secretary for not less than twenty (20) days.

**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 ____ DAY OF _____, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# ORDINANCE NO. 5518

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 3, ARTICLE 7 OF THE FREMONT 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:

## ARTICLE 7. – LIBRARY

### §3-701. - Municipal Library; General Powers and Duties.

1. The City owns and manages the public Library (Keene Memorial Library) through an appointed 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.

2. The Library Board shall have the power and authority to select and appoint a suitable librarian (Library Director) and assistants (library staff) as they may deem necessary, fix the compensation of said appointees and remove such appointees at the pleasure of the Board; the Board may also pass such other rules and regulations for the operation of the Library as may be proper for its efficient operation. Personnel administrative or compensation policies and procedures applying to a director or an employee of the Library shall be approved by the City Council prior to implementation. The Library Board shall provide input, and operate within, the constraints of the City's budget and shall adhere to other applicable employment and personnel guidelines approved by the City Council.

a) With the advice and appointment recommendation of the Library Board, the Librarian (Library Director) shall be confirmed via official appointment by the Mayor and the approval by the City Council. The Librarian shall generally supervise the property and operations of the Public Library. The Librarian shall be accountable to the Board and the approving authority.

b) The Library Director (Librarian) shall advise and serve as the liaison between the Library Board and the Mayor and City Council in regard to the implementing City Council approved policies and directives as well as the Library's budget; its daily operation, maintenance, and development; and personnel of the public library, and shall recommend to the City Council for their approval any staffing and compensation matters, and any library by-laws, rules and regulations, or changes in by-laws, rules, and regulations recommended by the Library Board for the protection and development of the public library.

3. The Library Board shall be responsible for the intellectual content and development of the library.

**§ 3-702. - Municipal Library; Damaged and Lost Materials.**

Any person who damages or fails to return any materials taken from the Library shall forfeit and pay to the Library not less than the value of the materials in addition to any replacement costs and penalty which the Library Board may assess.

**§ 3-703. - Municipal Library; Material Removal.**

It shall be unlawful for any person not authorized by the regulations made by the Library Board to take materials from the Library, without the consent of the Librarian, or an authorized employee of the Library. Any person removing materials from the Library without properly checking it out shall be subject to, and referred for, appropriate legal prosecution.

**§ 3-704. - Municipal Library; Cost and Use.**

The public library shall provide free library cards for use by the inhabitants of the City or those who own property within the City limits. The Library Director may exclude from the use of the Library any person who shall willfully violate or refuse to comply with the rules and regulations established for the government thereof.

**§ 3-705. – Municipal Library; Library Board.**

1. The Library Board shall consist of five (5) appointed members who shall reside within the City limits of Fremont, 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. The Mayor, members of the Council and City Administration, or City staff shall not be appointed to 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. The Library Board shall conduct their meetings in compliance with the open meetings laws of the State.

4. A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall establish regular meeting dates and meet at such times as the City Council may require. Special meetings may be held upon the call of the Chairperson, or a majority of the members of the Board.

5. All actions of the Library Board shall be subject to the review and control of the City Council.

**§ 3-706. - Library Board; annual report.**

The Library Board shall, on or before the second Monday in February, or upon request, and with advance consent of the City Council, no later than April 30 each year, make a report to the City Council the condition of its trust on the last day of the prior fiscal year. The report shall also 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.

**§ 3-707. - 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 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 December 27, 2019 and distributed as a City Ordinance.
PASSED AND APPROVED THIS 12th DAY OF DECEMBER, 2019.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

## ARTICLE 7. – LIBRARY

### ~~Sec.~~ §3-701. - Municipal Library; ~~operation~~General Powers and ~~funding~~Duties.

1. The City owns and manages the ~~City~~public Library~~, Reading Room, Art Gallery, and Museum~~ (Keene Memorial Library) through ~~the~~an appointed 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.~~

Mayor and

2. ~~Sec.~~The Library Board shall have the power and authority to select and appoint a suitable librarian (Library Director) and assistants (library staff) as they may deem necessary, fix the compensation of said appointees and remove such appointees at the pleasure of the Board; the Board may also pass such other rules and regulations for the operation of the Library as may be proper for its efficient operation. Personnel administrative or compensation policies and procedures applying to a director or an employee of the Library shall be approved by the City Council prior to implementation. The Library Board shall provide input, and operate within, the constraints of the City's budget and shall adhere to other applicable employment and personnel guidelines approved by the City Council.

a) With the advice and appointment recommendation of the Library Board, the Librarian (Library Director) shall be confirmed via official appointment by the Mayor and the approval by the City Council. The Librarian shall generally supervise the property and operations of the Public Library. The Librarian shall be accountable to the Board and the approving authority.

b) The Library Director (Librarian) shall advise and serve as the liaison between the Library Board and the Mayor and City Council in regard to the implementing City Council approved policies and directives as well as the Library's budget; its daily operation, maintenance, and development; and personnel of the public library, and shall recommend to the City Council for their approval any staffing and compensation matters, and any library by-laws, rules and regulations, or changes in by-laws, rules, and regulations recommended by the Library Board for the protection and development of the public library.

3. The Library Board shall be responsible for the intellectual content and development of the library.

### § 3-702. - Municipal Library; Damaged and Lost ~~books~~Materials.

Any person who ~~injures~~damages or fails to return any ~~book~~materials taken from the Library shall forfeit and pay to the Library not less than the value of the ~~book~~materials in addition to any replacement costs and penalty which the Library Board may assess.

### ~~Sec.~~§ 3-703. - Municipal Library; ~~book~~Material Removal.

It shall be unlawful for any person not authorized by the regulations made by the Library Board to take ~~a book~~materials from the Library, without the consent of the Librarian, or an authorized employee of the Library. Any person removing ~~a book~~materials from the Library without properly checking it out shall be ~~deemed~~subject to ~~be guilty of a misdemeanor)~~ upon conviction, and referred for appropriate legal prosecution.

**~~Sec.~~§ 3-704. - Municipal Library; Cost ~~of~~and Use.**

The ~~Municipal~~public library shall ~~be~~provide free library cards for ~~the~~ use ~~of~~by the inhabitants of the City~~.~~ or those who own property within the City limits. The ~~Librarian~~Library Director 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.

**~~Sec.~~§ 3-705. ~~—~~ Municipal Library; Library Board.**

~~(a)~~1. The Library Board shall consist of five (5) appointed members who shall ~~be residents~~reside within the City limits of ~~the Municipality~~Fremont, 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~~, members of the Council and City Administration, or City staff shall not be appointed to 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.

~~(b)~~2. No member shall receive any pay or compensation for any services rendered as a member of the Library Board.

~~(c)~~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. The Library Board shall conduct their meetings in compliance with the open meetings laws of the State.

~~(d)~~4. A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall establish regular meeting dates and meet at such times as the City Council may ~~designate~~require. Special meetings may be held upon the call of the Chairperson, or a majority of the members of the Board.

~~(e) 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.~~

~~(f) The~~5. All actions of the Library Board shall be ~~responsible for the intellectual content and development of the library.~~

~~(g) 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.~~

~~(h) All actions of the Commission shall be~~ subject to the review and control of the City Council.

**~~Sec.~~§ 3-706. - Library Board; annual report.**

The Library Board shall, on or before the second Monday in February ~~in~~, or upon request, and with advance consent of the City Council, no later than April 30 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 also 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.

**~~Sec.~~§ 3-707. - 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.

**ORDINANCE NO. 5518**
**(with Board Amendments)**

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 3, ARTICLE 7 OF THE FREMONT 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:

## ARTICLE 7. – LIBRARY

**§3-701. - Municipal Library; General Powers and Duties.**

1. The City owns and manages the public Library (Keene Memorial Library) through an appointed 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.

2. The Library Board shall have the power and authority to select and appoint a suitable librarian (Library Director) and assistants (library staff) as they may deem necessary, fix the compensation of said appointees and remove such appointees at the pleasure of the Board; the Board may also pass such other rules and regulations for the operation of the Library as may be proper for its efficient operation. Personnel administrative or compensation policies and procedures applying to a director or an employee of the Library shall be approved by the City Council prior to implementation. The Library Board shall provide input, and operate within, the constraints of the City's budget and shall adhere to other applicable employment and personnel guidelines approved by the City Council.

   a) The Librarian shall generally supervise the property and operations of the Public Library. The Librarian shall be accountable to the Board and the approving authority.

   b) The Library Director (Librarian) shall advise and serve as the liaison between the Library Board and the Mayor and City Council in regard to the implementing City Council approved policies and directives as well as the Library's budget; its daily operation, maintenance, and development; and personnel of the public library, and shall recommend to the City Council for their approval any staffing and compensation matters, and any library by-laws, rules and regulations, or changes in by-laws, rules, and regulations recommended by the Library Board for the protection and development of the public library.

3. The Library Board shall be responsible for the intellectual content and development of the library.

**§ 3-702. - Municipal Library; Damaged and Lost Materials.**

Any person who damages or fails to return any materials taken from the Library shall forfeit and pay to the Library not less than the value of the materials in addition to any replacement costs and penalty which the Library Board may assess.

**§ 3-703. - Municipal Library; Material Removal.**

It shall be unlawful for any person not authorized by the regulations made by the Library Board to take materials from the Library, without the consent of the Librarian, or an authorized employee of the Library. Any person removing materials from the Library without properly checking it out shall be subject to, and referred for, appropriate legal prosecution.

**§ 3-704. - Municipal Library; Cost and Use.**

The public library shall provide free library cards for use by the inhabitants of the City or those who own property within the City limits. The Library Director may exclude from the use of the Library any person who shall willfully violate or refuse to comply with the rules and regulations established for the government thereof.

**§ 3-705. – Municipal Library; Library Board.**

1. The Library Board shall consist of five (5) appointed members who shall reside within the City limits of Fremont, 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. The Mayor, members of the Council and City Administration, or City staff shall not be appointed to 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. The Library Board shall conduct their meetings in compliance with the open meetings laws of the State.

4. A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall establish regular meeting dates and meet at such times as the City Council may request~~require~~. Special meetings may be held upon the call of the Chairperson, or a majority of the members of the Board.

5. A~~ll a~~ctions of the Library Board shall be subject to~~-~~ provisions set forth in the NE Library Statutes and the Nebraska Library Commission Manual; actions of the Board are under the purview~~the review and control~~ of the City Council as prescribed therein.

**§ 3-706. - Library Board; annual report.**

The Library Board shall, on or before the second Monday in February, or upon request, and with advance consent of the City Council, no later than April 30 each year, make a report to the City Council the condition of its trust on the last day of the prior fiscal year. The report shall also 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.

**§ 3-707. - 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 II. REPEAL OF CONFLICTING ORDINANCES.** This Ordinance of the City of Fremont, Nebraska, repeals and replaces Chapter 3, Article 7 of the Fremont Municipal Code in its entirety. A~~That and a~~ny 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 December 27, 2019 and distributed as a City Ordinance.
PASSED AND APPROVED THIS 12th DAY OF DECEMBER, 2019.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# NEBRASKA LIBRARY COMMISSION MANUAL
# &
# MUNICIPAL CODE EXCERPTS
### (LIBRARY BOARD'S WITH GOVERNING DUTIES IN NEBRASKA)

## Nebraska Library Commission - Important Manual Statements

Source:
http://nlc.nebraska.gov/trustees/boardmanual/

"Please note that the terms "library board" and "board members" as used in this manual are interchangeable with "board of trustees" and "library trustees." Although most library boards in Nebraska are "governing boards," there are some that are "advisory boards," and some that are "hybrids." In this manual, "library board" refers to a governing board, unless the term "advisory" is specifically used."

"With few exceptions, Nebraska public library boards are administrative/governing boards and carry responsibility for the library and its policies. Traditionally, library boards have had the power to control library expenditures and to make rules and regulations for library use. Boards also have been empowered to hire the library director and to establish personnel policies, although library personnel policies and administrative procedures must be approved by the city council or village board prior to implementation. In some Nebraska communities, some of the administrative responsibilities of the library are shared with or supervised by municipal officials or staff, and the board functions as both a governing/administrative and an advisory board depending upon which issues are under consideration."

"Some public libraries in Nebraska in cities of the first class are organized under Chapter 16 (Neb. Rev. Stat. § 16-251) have library boards selected in accordance with local ordinances. All libraries in communities with fewer than 5,000 inhabitants have governing library boards. Cities of the first class and larger have the option of having either advisory or governing boards, as determined by their city councils. Boards organized under Chapter 16 are advisory boards rather than governing/administrative. Advisory boards recommend policies and regulations, but final administrative authority rests with the city manager/administrator and city council. Advisory boards recommend policies and regulations, but final administrative

authority rests with the city manager/administrator and city council."

"Some library boards incorporate some of the responsibilities of a governing board and some of an advisory board—a hybrid that has evolved to best serve their communities."

"An advisory library board is appointed by the governing body of which the library is a unit (i.e., the city council). The duties and responsibilities of the advisory board vary with the laws and ordinances under which the library was created and operates. In most instances, the advisory board acts as a liaison between the community and the governing body to promote the library's services and programs. Some library boards incorporate some of the responsibilities of a governing board and some of an advisory board - a hybrid that has evolved to best serve their communities."

# Municipal Code Key Excerpts - 1st Class Cities

**Source:**
**http://www.nebraskaccess.nebraska.gov/municipalcodes.asp**

**Grand Island**

**§19-5. Library Board; Powers Generally**

The board of directors of the public library shall have power to purchase or lease grounds, to exercise the power of eminent domain and to condemn real estate for the purpose of securing a site for a library building; to erect, lease or occupy any appropriate building for the use of such library; to appoint a suitable librarian and assistants, to fix their compensation and to remove their appointments in accordance with the Personnel Rules of the City; to establish regulations for the government of such library as may be deemed necessary for its preservation and to maintain its usefulness and efficiency; to fix and impose by general rules, penalties and forfeitures for trespasses or injury upon or to the library, grounds, rooms, books or other property, or the failure to return any book, or for any violation of any bylaw or regulation; and to exercise such power as may be necessary to carry out the spirit and intent of Neb. Rev. Stat. §51-201 through §51-219 and to carry out the provisions of this chapter in establishing and maintaining the public library and reading rooms.

Amended by Ordinance No. 8977, effective 06-08-2005

**North Plate**

§ 92.01 OPERATION AND FUNDING.

The city owns and manages the City Library. A separate accounting of 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 shall be kept and used for the benefit of the Library. The funds shall, at all times, be in the custody of the City Treasurer. The Mayor with the consent of a majority of Council shall have the power and authority to appoint the Librarian. The Librarian shall hire such other employees as the Mayor and Council may deem necessary. The Mayor and Council may pass such other rules and regulations for the operation of the Library as may be proper for its efficient operation.
(Prior Code, § 32-1)

**Columbus**

§ 32.067 BYLAWS.

Provide that the Members shall adopt and maintain by which shall govern the organization and function of the Board.

§ 32.068 POWERS.

The Members shall have such powers as are set forth in the statutes of the State and such as are herein or may hereafter be conferred upon them by the City Council by ordinance or resolution. The Members shall select and appoint the Library Director to serve at the pleasure of the Board at a salary set by the City's pay plan, subject to the applicable ordinances and rules governing City personnel.
('63 Code, § 2-5-4)

**Beatrice**

**Sec. 12-21. - Powers, duties generally.**

The library board shall have such powers and perform such duties as are conferred and required by state law.
Code 1971, § 19-21

**Lexington**

**Sec. 2-301. - Municipal library established; library board.**

Under the provisions of R.R.S. 1943, ch. 51, art. 2 (R.R.S. 1943, § 51-201 et seq.), there is established a municipal library. The manner of operation, control, appointment of the library board and all matters pertaining thereto shall be as provided by such statute.
(Code 1970, § 1-601; Code 1990, § 2-3)

**Gering**

**§ 90.02 GENERAL POWERS AND DUTIES.**
(A) The Library Board shall have the power to make and adopt such bylaws, rules, and regulations for its own guidance and for the government of the library and reading room as it may deem expedient, not inconsistent with Neb. RS 51-201 through 51-219.
(Neb. RS 51-205)

(C) The Library Board shall have the power to appoint a suitable librarian and assistants, to fix their compensation, and to remove such appointees at pleasure. It shall have the power to establish rules and regulations for the government of the library as may be deemed necessary for its preservation and to maintain its usefulness and efficiency. It shall have the power to fix and impose, by general rules, penalties and forfeitures for trespasses upon or injury to the library grounds, rooms, books, or other property, for failure to return any book, or for violation of any bylaw, rule, or regulation. The Board shall have and exercise such power as may be necessary to carry out the spirit and intent of Neb. RS 51-201 through 51-219 in establishing and maintaining the library and reading room.
(Neb. RS 51-211)

**Chadron**

The Library Board consists of 5 members, who shall be appointed by a majority vote of the members of the City Council from the citizens at large, of which Board, the Mayor nor any members of the City Council shall be a member. The terms are for 4 years and expire June 30. State Statute 51-202 and Ordinance No. 1000, Section 9-103

**Wayne**

WAYNE PUBLIC LIBRARY POLICIES
Adopted with revisions 6/6/2017

PERSONNEL
A. Employment
1. Selection of staff members is based solely upon merit, with due consideration of personal, educational, and physical qualifications of training and aptitudes for the positions, regardless of race, color, creed, age or gender. Performance evaluations will be completed annually.

2. All city requirements for employment will be followed.

3. All appointments are made for a probationary period of six months. An employee may be released by the librarian at any time during the probationary period, after being given two weeks' notice, if his/her services are unsatisfactory or if they prove to be unqualified for the position to which they were appointed. This six month probationary period is a pre-requisite for permanent appointment.

4. All categories of employment shall be determined according to the city's job schedule.

5. All employees will be directly responsible to the librarian for their work requirements and conduct while on duty for the library.

6. The Library Director, the Adult Services Librarian and the Youth Services Librarian will acquire and maintain Nebraska Library Certification, as recommended by the "Fundamentals in Public Library Service, Advanced Accreditation Guidelines". The Library Director will hold at least Level III certification.

7. The Library Board will maintain board certification, as recommended by the "Fundamentals of Public Library Service, Advanced Accreditation Guidelines."

B. Salaries
1. All salaries paid to employees of the library shall be set with the approval of the Wayne Public Library Board and with budget approval of the city council.

2. All salaries will be commensurate with the duties of each employee.

3. All personnel will be paid every other week with deductions made according to the city payroll policy.

4. Salary increases are at no time automatic. Salaries may be adjusted at the discretion of the board in consideration of qualifications, tenure and quality of service rendered by the person being considered.

C. Dismissal

The librarian has the right and authority to recommend to the board dismissal from the staff of any employee whose attitude, professional ethics and conduct, or performance of duties, warrant such action. In every case the employee shall have the right to present his case both to the librarian and to the board. No staff member under permanent appointment shall have his/her services terminated without cause.

**Ralston**

§3-501 MUNICIPAL LIBRARY; OPERATION AND FUNDING.

The Municipality owns and manages the Municipal Library through the Library Board. The Governing Body, 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 Municipality 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 Municipal Library. The Library Fund shall at all times be in the custody of the Municipal Treasurer. 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 as may be proper for its efficient operation. All actions by the Board shall be under the supervision and control of the Governing Body. *(Ref. 16-251, 51-201, 51-202, 51-211 RS Neb.)*

**Sidney**

268.08 APPOINTMENT OF LIBRARIAN AND ASSISTANTS.

The Library Board is hereby authorized to appoint a suitable librarian and assistants, to fix their compensation, and to remove such appointees at pleasure.
(1958 Code § 20.16)

**Holdrege**

§ 3-601 OPERATION AND FUNDING.

The municipality, along with the county, owns and manages the public library through the Library Board. The governing body, 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 municipality 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 public library. The Library Fund shall at all times be in the custody of the Municipal Treasurer. The Board shall have the power and authority to appoint the librarian and to hire such other employees as it may deem necessary and may pass such other rules and regulations for the operation of the library as may be proper for its efficient operation. All actions by the Board shall be under the supervision and control of the governing body.
(2005 Code, § 3-601)

**Gretna**

**SECTION 2-103: GENERAL POWERS AND DUTIES**

A. The Library Board shall have the power to make and adopt such bylaws, rules, and regulations for its own guidance and for the government of the library and reading room as it may deem expedient, not inconsistent with Neb. Rev. Stat. §§51-201 through 51-219.

B. The Library Board shall have exclusive control of expenditures, of all money collected or donated to the credit of the Library Fund, of the renting and construction of any library building, and the supervision, care, and custody of the grounds, rooms, or buildings constructed, leased, or set apart for that purpose.

C. The Library Board shall have the power to appoint a suitable librarian and as-assistants, to fix their compensation, and to remove such appointees at the pleasure of the Library Board. The City Council shall approve any personnel administrative or compensation policy or procedure before implementation of such policy or procedure by the Library Board. It shall have the power to establish rules and regulations for the government of the library as may be deemed necessary for its preservation and to maintain its usefulness and efficiency. It shall have the power to fix and impose by general rules, penalties, and forfeitures for trespasses upon or injury to the library grounds, rooms, books, or other property, for failure to return any book, or for violation of any bylaw, rule, or regulation. The Board shall have and exercise such power as may be necessary to carry out the spirit and intent of Neb. Rev. Stat. §51-201 through 51-219 in establishing and maintaining the library and reading room.

D. All actions of the Library Board are subject to the review and supervision of the City Council.
(Neb. Rev. Stat. §51-205, 51-207, 51-211) (Ord. Nos. 778, 4/16/02; 984, 8/3/10; 1066, 8/4/15)

The librarian has the right and authority to recommend to the board dismissal from the staff of any employee whose attitude, professional ethics and conduct, or performance of duties, warrant such

action. In every case the employee shall have the right to present his case both to the librarian and to the board. No staff member under permanent appointment shall have his/her services terminated without cause.

**Municipal Class Cities**

**Omaha**

**Sec. 14-33. - Appointment of librarian.**

The library board shall have the power to appoint a suitable librarian, to fix his or her compensation, and to remove the appointee at pleasure.

**Sec. 14-34. - Adoption of rules and regulations; establishment of penalties.**

The library board shall have the power to adopt and establish such rules, by-laws and regulations for the board's guidance and for the government of the library as may be deemed necessary for its preservation and to sustain its usefulness and efficiency as the board may deem expedient, subject to the supervision and control of the mayor and city council and not inconsistent with the provisions of this chapter; and to fix and impose, by general rules, penalties and forfeitures for trespasses or injury upon or to the library buildings, grounds, rooms, books or other property, or for the failure to return any book or the violation of any rule or regulation.
(Code 1980, § 14-34)

**Lincoln**

4.20.020 Powers and Duties.
The library board shall have the power to adopt and establish such rules, by-laws and regulations for the board's guidance and for the government of the library as may be deemed necessary for its preservation and to sustain its usefulness and efficiency as the board may deem expedient, subject to the supervision and control of the mayor and city council and not inconsistent with the provisions of this chapter; and to fix and impose, by general rules, penalties and forfeitures for trespasses or injury upon or to the library buildings, grounds, rooms, books or other property, or for the failure to return any book or the violation of any rule or regulation.
(Code 1980, § 14-34)

## Mayor's Exhibit of Top 24

**(Missing 1st Class Cities: Ralston, Sidney Holdrege, Gretna**
**all would be classed as Independent)**

**Note: Independent apparently means has "governing authority"**

**Cities highlighted in YELLOW below – check above Municipal Code citations for a more complete description of Library Board's authorit**y (the YELLOW highlighted cities and those in labeled in RED cities are actually either **Independent or Hybrid**)

1. **Bellevue,** 53,505 -Advisory (16-21, ...established a library advisory board in and for the city.)

2. **Grand Island**, 51,517 - Advisory (19-4, subject to the supervision and control of the CC)
   **(HOWEVER, SEE ABOVE)**

3. **Kearney,** 33,520 -Advisory (6-201, Library Advisory Board)

4. **Fremont**, 26,519 -Advisory (3-707(e), 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; (h) All actions of the Commission shall be subject to the review and control of the City Council.)
   **(HOWEVER, SEE 3-701)**

5. **Hastings**, 24,991 -Advisory (26-106, recommend…rules and regulations for governance... subject to review and approval of the Mayor and CC)

6. **Norfolk**, 24,348- Advisory (12-5-2, Director appointed by City Administrator; 12-5-3, citizen advisory board)

7. **North Platte,** 24,110 - Advisory (33.09 (A), Library Advisory Board)
   **(HOWEVER, SEE ABOVE)**

8. **Columbus,** 22,851- Independent (32.068 Director under City pay plan and HR rules)

9. **Papillion,** 19,597 - Advisory (9-2, Library Board of Advisors)

10. **La Vista,** 17,143 -Advisory (32.01 (A), There is hereby created a Library Board of Advisors; (B) Board may recommend to the Mayor and City Council such rules...)

11. **Scottsbluff,** 14,883 - Advisory (10-1-3, Library Board shall recommend to the CC)

12. **South Sioux City,** 13,120 - Independent (2.36.030, control of expenditures... allocated for library

purposes by the CC)

13. **Beatrice,** 12,362 - Independent (12-21, ...power and perform such duties as are conferred and required by state law.)

14. **Lexington,** 10,004 - Independent, (2-310, The manner of operation, control, appointment of the library board and all matters pertaining thereto shall be as provided by such statute.)

15. **Alliance,** 8,403 -Advisory (16-49, Director appointed by City Manager; 16-50, board shall work with library director, city manager, mayor and city council in regard to operation, maintenance, and development of the public library.)

16. **Gering,** 8,360 - Independent (32.01 Library Board.)

17. **Blair,** 7,990-Advisory (2-103, Such board shall be advising and make recommendations to the CC.)

18. **York**, 7,860 -Advisory (20-1(2), establish a citizen's advisory board...)

19. **Nebraska City**, 7,349- Advisory (20-27, subject to the supervision and control of the mayor and CC)

20. **Seward,** 6,964 -Advisory (12-2.1, all actions of the board shall be subject to the review and supervision of the CC)

21. **Plattsmouth**, 6,479 -Advisory (2-704, Library Advisory Board)

22. **Schuyler,** 6,106 -Advisory (32.015 (3), The governing body of the city shall approve any personnel administrative or compensation policy or procedure before implementation of such policy or procedure by the Library Board.

23. **Chadron**, 5,725 - Independent (9-103)

24. **Wayne**, 5,573 - Independent (no reference to the Library in City Code)

# STAFF REPORT

TO: Mayor and Members of the City Council of the City of Fremont
FROM: Brad Yerger – City Council Member - Ward 4
DATE: January 14, 2020
SUBJECT: Resolution for Implementation of City Council Policy for Prayer Before Council Meetings.

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**Recommendation:** Consideration and Vote on Resolution for Implementation of City Council Policy for Prayer Before Council Meetings.

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**Background:** The United States Supreme Court has noted that "[t]he opening of sessions of legislative and other deliberative public bodies with prayer is deeply embedded in the history and tradition of this country. From colonial times through the founding of the Republic and ever since, the practice of legislative prayer has coexisted with the principles of disestablishment and religious freedom." [Citations omitted]

The Supreme Court further held, "[t]o invoke divine guidance on a public body… is not, in these circumstances, an 'establishment' of religion or a step toward establishment; it is simply a tolerable acknowledgment of beliefs widely held among the people of this country." [Citations omitted]

Furthermore, the Court has noted that the American people have long followed a "custom of opening sessions of all deliberative bodies and most conventions with prayer[.]" Provided that "...there is no indication that the prayer opportunity has been exploited to proselytize or advance any one, or to disparage any other, faith or belief." [Citations omitted]

Additionally, the Supreme Court has counseled against the efforts of government officials to affirmatively screen, censor, prescribe and/or proscribe the specific content of public prayers offered by private speakers, as such government efforts would violate the First Amendment rights of those speakers.

Finally, the Supreme Court has repeatedly clarified that "there is a crucial difference between government speech endorsing religion, which the Establishment Clause forbids, and private speech endorsing religion, which the Free Speech and Free Exercise Clauses protect." [Citations omitted]

The attached prayer policy is patterned after those of several other jurisdictions following the above-quoted criteria from the Supreme Court.

**Fiscal Impact:** None

**POLICY REGARDING INVOCATIONS AT MEETINGS**
**OF THE CITY COUNCIL OF THE CITY OF FREMONT**

1. In order to solemnize proceedings of the City Council, it is the policy of the City Council to allow for an invocation or prayer to be offered at its meetings for the benefit of the City Council and any members of the community who desire to participate.

2. The prayer shall not be listed or recognized as an agenda item for the meeting so that it may be clear the prayer is not considered a part of the public business.

3. No member of the City Council or City employee or any other person in attendance at the meeting shall be required to participate in any prayer that is offered.

4. The prayer shall be voluntarily delivered by an eligible member of the clergy/religious leader in the City of Fremont. To ensure that such person (the "invocational speaker") is selected from among a wide pool of the City's clergy/religious leaders, on a rotating basis, the invocational speaker shall be selected according to the following procedure:

a. The City Clerk shall compile and maintain a database (the "Congregations List") of the religious congregations with an established presence in Fremont.

b. The Congregations List shall be compiled by referencing the listing for "churches," "congregations," or other religious assemblies in the annual Yellow Pages phone book(s) published for the City of Fremont, research from the Internet, and consultation with local chambers of commerce. All religious congregations with an established presence in the local community of Fremont are eligible to be included in the Congregations List, and any such congregation can confirm its inclusion by specific written request to the City Clerk.

c. The Congregations List also shall include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies of the City of Fremont or any nearby military facilities.

d. The Congregations List shall be updated, by reasonable efforts of the City Clerk, in November of each calendar year.

e. Within thirty (30) days of the effective date of this policy, and on or about December 1 of each calendar year thereafter, the City Clerk shall mail an invitation addressed to the "religious leader" of each congregation listed on the Congregations List, as well as to the individual chaplains included on the Congregations List.

f. The invitation shall be dated at the top of the page, signed by the City Clerk at the bottom of the page, and read as follows:

*Dear Religious Leader,*

*The Fremont City Council makes it a policy to invite members of the clergy in the City of Fremont to voluntarily offer a prayer before the beginning of its meetings, for the benefit and blessing of the City Council and community members desiring to participate. As the leader of one of the religious congregations with an established presence in the local community of the*

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*City of Fremont, or in your capacity as a chaplain for one of the fire departments or law enforcement agencies of the City of Fremont, you are eligible to offer this important service at an upcoming meeting of the City Council.*

*If you are willing to assist the City Council in this regard, please send a written reply at your earliest convenience, but no later than January 31st of the coming year, to the City Clerk at the address included on this letterhead. Clergy are scheduled on a first-come, first-served or other random basis. The dates of the City Council's scheduled meetings for the upcoming year are listed on the following, attached page. If you have a preference among the dates, please state that request in your written reply. Written replies received after January 31st of the coming year will not be considered.*

*This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. To maintain a spirit of respect and ecumenism, the City Council requests only that the prayer opportunity not be exploited as an effort to convert others to the particular faith of the invocational speaker, nor to disparage any faith or belief different than that of the invocational speaker.*

*On behalf of the City Council, I thank you in advance for considering this invitation.*

*Sincerely,*
*City Clerk*

5. In addition to the Congregations List, residents of Fremont who wish to deliver an invocation at a City Council meeting are invited to contact the City Clerk for inclusion on "the Laypersons List", to be compiled and kept by the City Clerk. In December of each year, or within thirty (30) after the effective date of this policy, the City shall publish an invitation for residents to contact the City Clerk to be included on the Laypersons List.

6. The respondents to the invitation shall be scheduled on a first-come, first-served or other random basis to deliver the prayers. Responses received after January 31st will not be considered for the Congregations List or the Laypersons List for that year. It is not the intent of this policy to require the City Clerk to continually update the list with late responses throughout the year.

7. If the selected invocational speaker does not appear at the scheduled meeting, the Mayor may ask for a volunteer from among the City Council or the audience to deliver the invocation.

8. No invocational speaker shall receive compensation for his or her service.

9. The City Clerk shall make every reasonable effort to ensure that a variety of eligible invocational speakers are scheduled for the City Council meetings. In any event, no invocational speaker shall be scheduled to offer a prayer at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.

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10. Neither the City Council nor any staff member shall engage in any prior inquiry, review of, or involvement in, the content of any prayer to be offered by any invocational speaker.

11. Shortly before the opening gavel that officially begins the meeting and the agenda/business of the public, the Mayor shall introduce the invocational speaker, and invite only those who wish to do so to stand for those observances with the City Council.

12. Invocational speakers should try to keep their prayers brief and take no more than three (3) minutes to complete their invocations.

13. This policy shall be intended for all Boards and Commissions for the City of Fremont, Nebraska.

14. This policy in not intended and shall not be implemented or construed in any way, to affiliate the City Council with, nor express the City Council's preference for, any faith or religious denomination. Rather, this policy is intended to acknowledge and express the City Council's respect for the diversity of religious denominations and faiths represented and practiced among the citizens of Fremont.

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**RESOLUTION 2020-050**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, TO ESTABLISH A POLICY REGARDING INVOCATIONS AT MEETINGS OF THE CITY COUNCIL OF THE CITY OF FREMONT**

**WHEREAS,** the City Council is an elected legislative and deliberative public body, serving the citizens of the City of Fremont; and

**WHEREAS,** legislative bodies in the United States have long maintained a tradition of solemnizing proceedings by allowing for an opening prayer before each meeting, for the benefit and blessing of the City Council and community members desiring to participate therein; and

**WHEREAS,** the City Council now desires to adopt a formal, written policy to implement an invocation practice for all City Council meetings; and

**WHEREAS,** such prayer before deliberative public bodies has been consistently upheld as constitutional by American courts, including the United States Supreme Court; and

**WHEREAS,** the City Council intends to adopt a policy that upholds an individual's "free exercise" rights under the First Amendment to the United States Constitution; and

**WHEREAS,** the City Council intends to adopt a policy that does not proselytize or advance any faith, or show any purposeful preference of one religious view to the exclusion of others; and

**WHEREAS,** the City Council recognizes its constitutional duty to interpret, construe, and amend its policies and ordinances to comply with constitutional requirements as they are announced; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fremont, Nebraska, that the City Council does hereby adopt the attached written policy regarding opening invocations before meetings of the City Council.

PASSED AND APPROVED THIS____DAY OF JANUARY 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

DRAFT

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, Director of Planning

DATE: February 25, 2020

SUBJECT: Request of a change of zone from UR, Urban Residential to SC, Suburban Commercial

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**Recommendation:** Hold third reading of the Ordinance No. 5521

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**Background:**

The properties described as Lot 1, Block 1, Khan Subdivision; Lot 1, Block 2, Khan Subdivision, and; Lots 20 and 21, Block 1, Khanate Subdivision are zoned UR, Urban Residential.

The properties front upon Clarkson Street and have been developed with commercial and office uses.

The Planning Director proposes to rezone these properties to SC, Suburban Commercial.

The properties were formerly zoned R-4, residential.

The former zoning ordinance allowed general offices by right and medical offices by conditional use permit in the R-4 zoning district.

The UDC does not allow general or medical offices in any of the residential districts.

The development on the properties are now considered to be non-conforming uses.

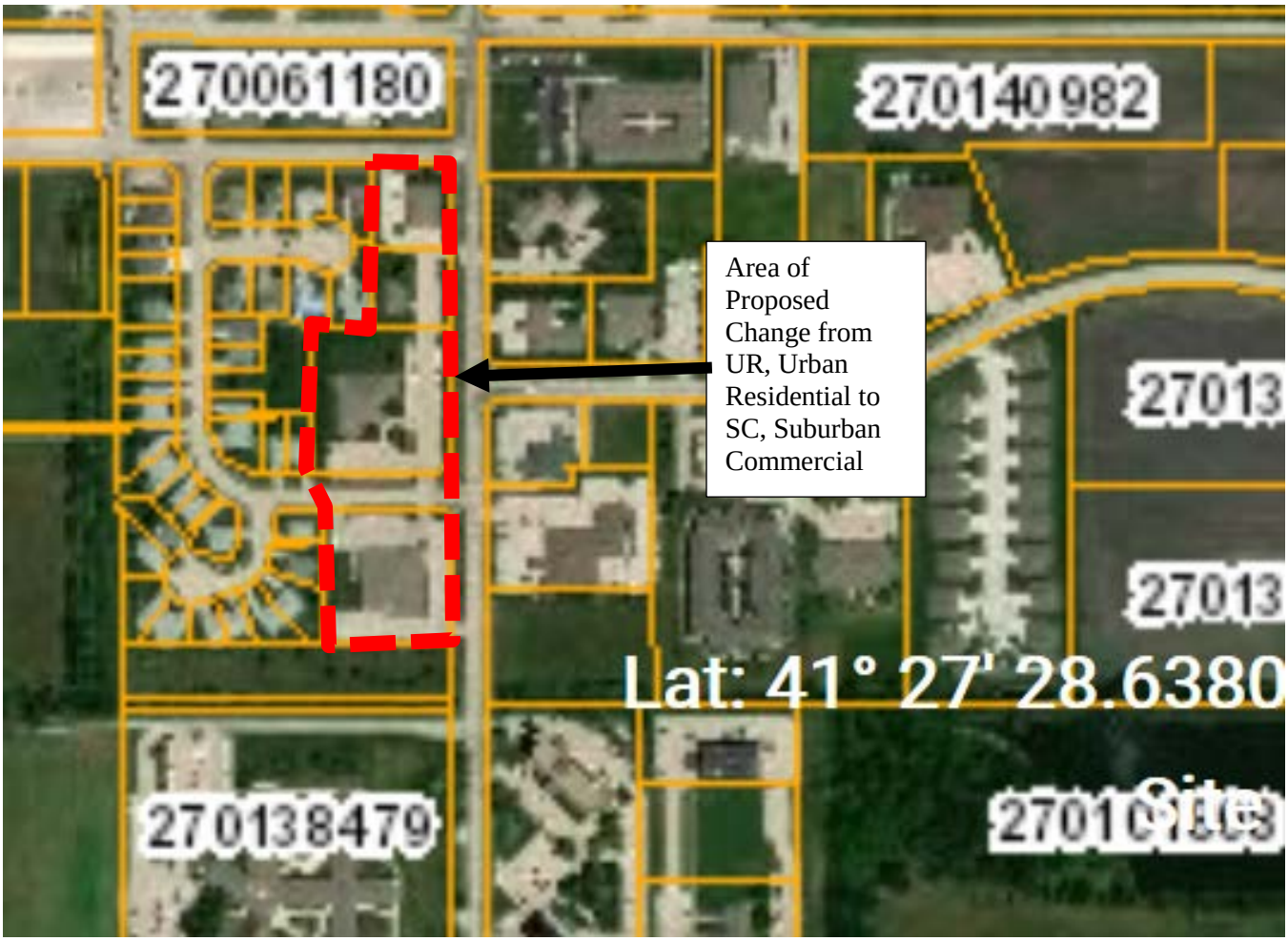
The offices are nicely developed and provide a transition from Clarkson St. to the residential uses to the west. The residential uses to the west back to the office uses- a situation that is desirable in a transition between land uses. Other commercial uses and SC zoning are located across the street to the east.

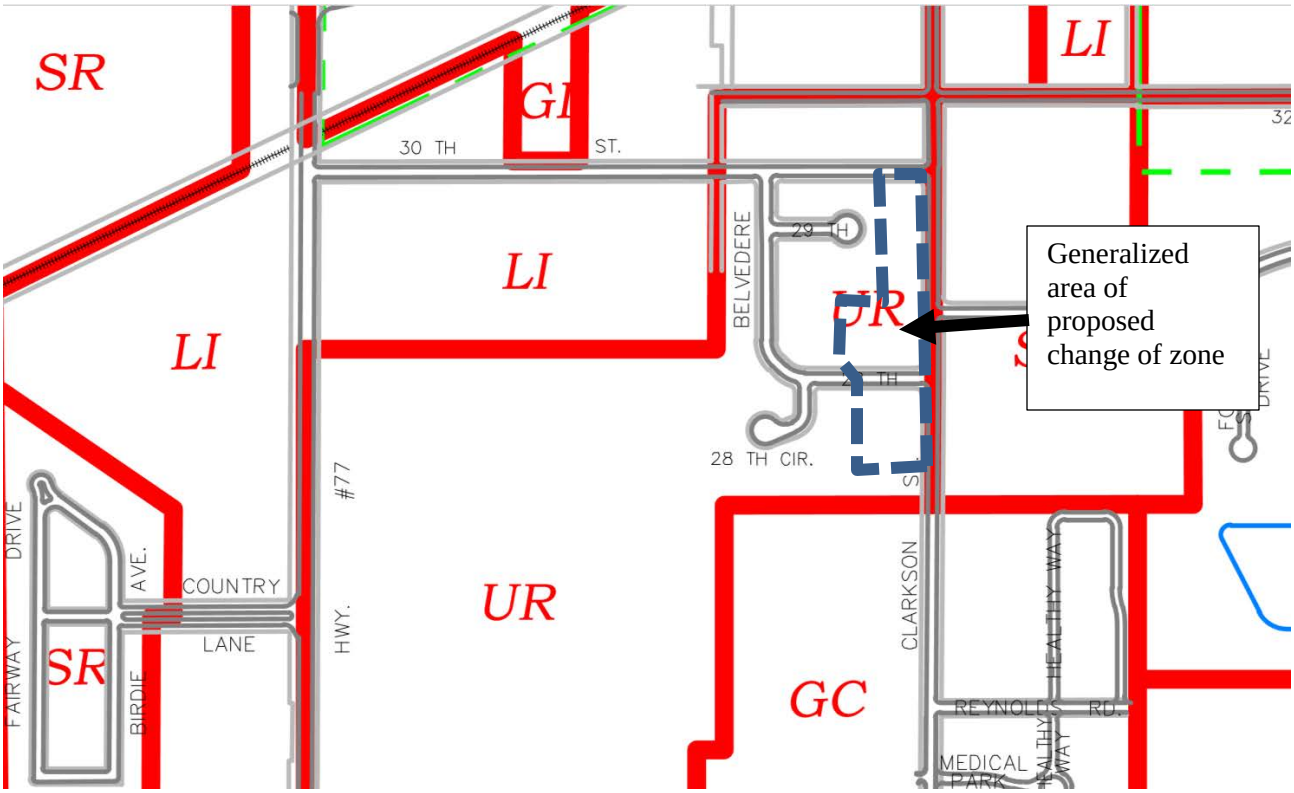
The owner of one of the properties intends to expand the building. The only way in which the owners of these properties can expand or rebuild is to change the zoning.

Since the properties are already developed with offices, there will not be an increased negative impact on the abutting residential properties.

Any additions or reconstruction to the existing offices will require additional screening, in conformance with the UDC.

The Planning Commission held a public hearing on this item on December 16, 2019 and voted 9-0 to recommend approval.

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MEDICAL PARK

Bloom
Optical

**Steve Alcorn, Optometrist**
2921 N. Clarkson St. | Fremont, Nebraska
(402) 721-8823 | Fax (402) 721-2482

Re: Rezoning of Lot 1, Block 1, Khan Subdivision; Lot 1, Block 2, Khan Subdivision; Lots 20 and 21, Block 1, Khanate Subdivision

Planning Commission and City of Fremont:

In regards to the rezoning of the above-referenced lots to Suburban Commercial as requested by the Director of Planning, we, the property owners of said lots, support approval of the rezoning request.

The four lots in question are already developed as commercial properties under conditional use permits issued under the prior zoning. This zoning change would simply bring these lots into compliance as built.

Sincerely,

Steve Alcorn for JAST, LLC

James Wewel Jodi Wewel

James and Jodi Wewel

X

Gregory Haskins/Fremont Eye Associates

Khantella Partnership

**ORDINANCE NO. 5521**

**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 a change of zone from UR Urban Residential to SC Suburban Commercial for property described as Lot 1, Block 1, Khan Subdivision; Lot 1, Block 2, Khan Subdivision, and; Lots 20 and 21, Block 1, Khanate Subdivision 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 change of zone was held by the Planning Commission on December 16, 2019 and subsequently by the City Council on January 14, 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.** The zoning on the property legally described as Lot 1, Block 1, Khan Subdivision; Lot 1, Block 2, Khan Subdivision, and; Lots 20 and 21, Block 1, Khanate Subdivision is hereby changed from UR, Urban Residential to SC, Suburban Commercial.

**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 25th DAY OF FEBRUARY, 2020**

_____

Scott Getzschman, Mayor

ATTEST:

_____

Tyler Ficken, City Clerk

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP

DATE: February 25, 2020

SUBJECT: Proposed change to UDC

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**Recommendation:** Hold third reading of Ordinance No. 5523

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**Background:**

This is a request by Jarod Borisow to amend the definitions in 11-920 of Front Yard, Side Yard, Street Side Yard and Rear Yard.

The changes are proposed to clarify parking in commercial and industrial areas, particularly with landscaped buffer yards.

The Planning Commission voted 8-0, with one abstention (Nielsen, Landholm, Sawyer, Sookram, Gifford, Carlson, Horeis and Bowen voting aye; Borisow abstaining) to recommend approval at the December 16, 2019 Planning Commission meeting.

At the January 14th City Council meeting, the City Council voted 7-1 (Legband, Jacobus, Jensen, Bechtel, Kuhns, McClain and Ellis voting aye, Yerger voting nay) to amend the proposed ordinance to include the language "in commercial and industrial districts" to each of the yard definitions.

The proposed changes with the amendment are as follows:

*11-920 Definitions:*

*Front Yard.* Open, landscaped area at grade between the front yard setback line(s) and the front lot line(s), and extending the full width of the lot. The front yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property. Parking may be utilized in the Front Yard in commercial and industrial districts except in required buffer yards.

*Rear Yard.* Open, landscaped area at grade between the rear] yard setback line(s) and the rear lot line(s) extending the full depth of the lot. The rear side yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property. Parking may be utilized in the Rear Yard in commercial and industrial districts except in required buffer yards.

*Side Yard.* Open, landscaped area at grade between the side yard setback line(s) and the side lot line(s), and extending the full depth of the lot. The side yard shall be reserved as a

landscaped area, however it may be crossed by a sidewalk or driveway serving the property, however it may be crossed by a sidewalk or driveway serving the property, including a driveway along the length of the side yard. Parking may be utilized in the Side Yard in commercial and industrial districts except in required buffer yards.

*Street Side Yard.* Open, landscaped area at grade between the street [side] yard setback line(s) and the street [side] lot line(s) extending the full depth of the lot. The street side yard shall be reserved as a landscaped area. Parking may be utilized in the Street Side Yard in commercial and industrial districts except in required buffer yards.

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 _____

General Location (*if no address is available*) _____

Brief Legal Description of Property _____

Description of Request Change U.D.C. article 9: Sec. 11-920 Definitions according to the attached document

**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.**

| Signature | Print Name | Date |
|---|---|---|
| Jarod Borisow | Jarod Borisow | 9-14-19 |

**Office Use Only**

Submittal Date _____ Project No. _____

Payment Amount _____ Receipt No. _____

Other Comments _____

**Proposed UDC Change Relating to Setbacks and Landscape Bufferyards in GC and LI Districts**

As proposed by: Jarod Borisow

As Written in UDC Article 9: Sec. 11-920 Definitions:

*Front Yard.* Open, landscaped area at grade between the front yard setback line(s) and the front lot line(s), and extending the full width of the lot. The front yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property.

*Side Yard.* Open, landscaped area at grade between the side yard setback line(s) and the side lot line(s), and extending the full depth of the lot. The side yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property, however it may be crossed by a sidewalk or driveway serving the property, including a driveway along the length of the side yard.

*Street Side Yard.* Open, landscaped area at grade between the street [side] yard setback line(s) and the street [side] lot line(s) extending the full depth of the lot. The street side yard shall be reserved as a landscaped area.

*Rear Yard.* Open, landscaped area at grade between the rear] yard setback line(s) and the rear lot line(s) extending the full depth of the lot. The rear side yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property.

Proposed Change:

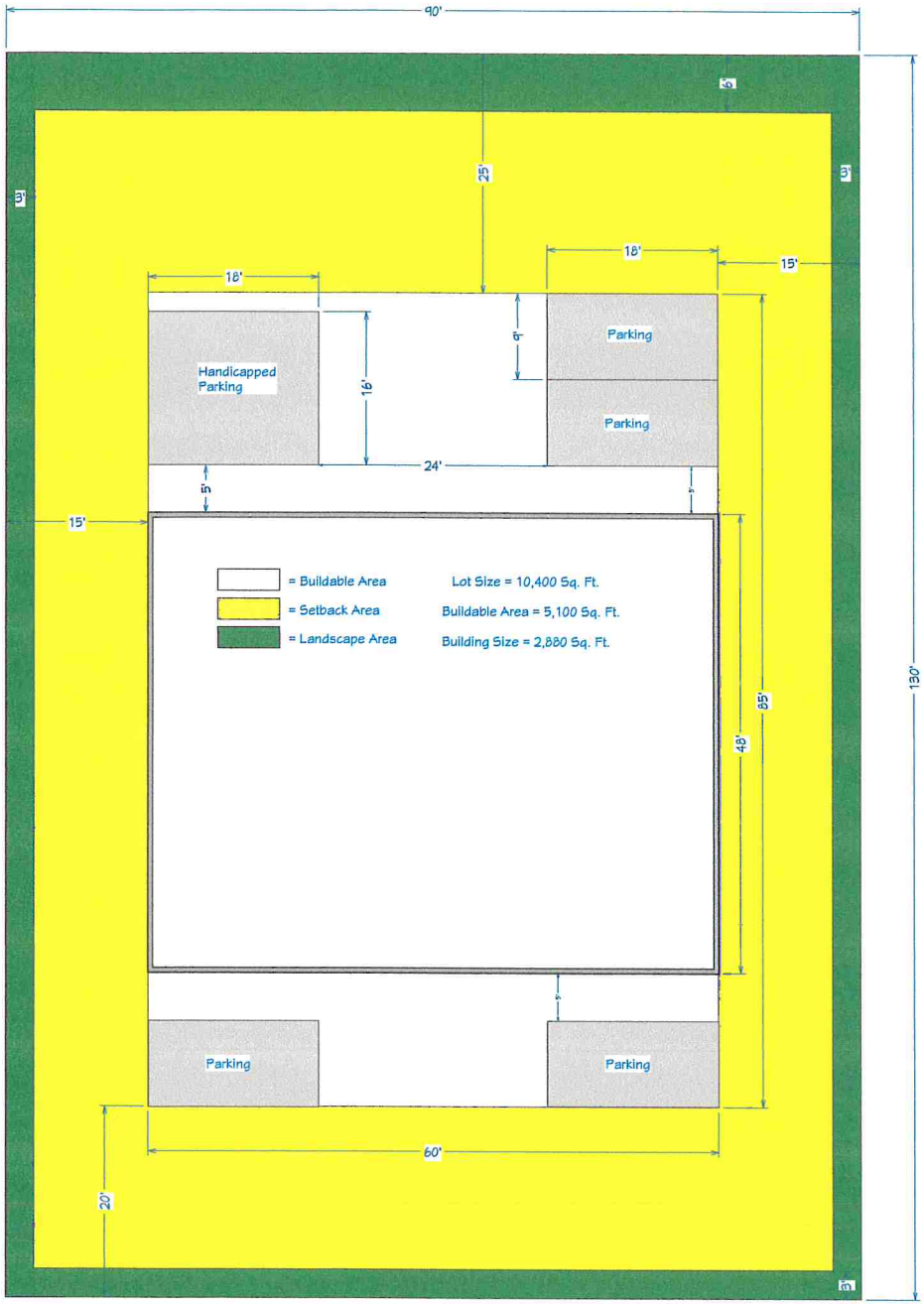
*Front Yard.* Open, landscaped area at grade between the front yard setback line(s) and the front lot line(s), and extending the full width of the lot. The front yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property. Parking may be utilized in the Front Yard except in required bufferyards.

*Side Yard.* Open, landscaped area at grade between the side yard setback line(s) and the side lot line(s), and extending the full depth of the lot. The side yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property, however it may be crossed by a sidewalk or driveway serving the property, including a driveway along the length of the side yard. Parking may be utilized in the Side Yard except in required bufferyards.

*Street Side Yard.* Open, landscaped area at grade between the street [side] yard setback line(s) and the street [side] lot line(s) extending the full depth of the lot. The street side yard shall be reserved as a landscaped area. Parking may be utilized in the Street Side Yard except in required bufferyards.

*Rear Yard.* Open, landscaped area at grade between the rear] yard setback line(s) and the rear lot line(s) extending the full depth of the lot. The rear side yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property. Parking may be utilized in the Rear Yard except in required bufferyards.

# Attachment 2
## Plot as Currently Conforming



**ORDINANCE NO. 5523**

**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 December 16, 2019 and subsequently by the City Council on January 14, 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 of the Fremont Municipal Code pertaining to subdivision and site development regulations, hereinafter referred to as the Unified Development Code of the City of Fremont ("UDC"), particularly amendments to Sections 11-920 is hereby amended and replaced as shown below, incorporated by reference herein:

*11-920 Definitions:*

*Front Yard.* Open, landscaped area at grade between the front yard setback line(s) and the front lot line(s), and extending the full width of the lot. The front yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property. Parking may be utilized in the Front Yard in commercial and industrial districts except in required buffer yards.

*Rear Yard.* Open, landscaped area at grade between the rear] yard setback line(s) and the rear lot line(s) extending the full depth of the lot. The rear side yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property. Parking may be utilized in the Rear Yard in commercial and industrial districts except in required buffer yards.

*Side Yard.* Open, landscaped area at grade between the side yard setback line(s) and the side lot line(s), and extending the full depth of the lot. The side yard shall be

reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property, however it may be crossed by a sidewalk or driveway serving the property, including a driveway along the length of the side yard. Parking may be utilized in the Side Yard in commercial and industrial districts except in required buffer yards.

*Street Side Yard.* Open, landscaped area at grade between the street [side] yard setback line(s) and the street [side] lot line(s) extending the full depth of the lot. The street side yard shall be reserved as a landscaped area. Parking may be utilized in the Street Side Yard in commercial and industrial diatricts except in required buffer yards.

**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 25h DAY OF FEBRUARY, 2020**

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: February 25, 2020

SUBJECT: Business Improvement District #1

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Recommendation: Move to approve Resolution 2020-051 Levying Assessments

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**Background:** Consider Resolution levying a special tax and assessments for Business Improvement District #1.

Resolution levies assessments set by the City Council sitting as a Board of Equalization for Business Improvement District #1 in the amount of $48,195.62. The proposed assessments are for the following activities within the District: Retention and Recruitment, Downtown Beautification, Implementation and Maintenance, and Promotion and Marketing.

**RESOLUTION NO. 2020-051**

**RESOLUTION MAKING ASSESSMENTS IN THE BUSINESS IMPROVEMENT DISTRICT #1 OF THE CITY OF FREMONT, NEBRASKA**

**WHEREAS,** a notice has been published as provided by law, concerning the levy of special assessments in the Downtown Business Improvement District #1 in the Fremont Tribune on February 8, 2020, February 15, 2020 and February 22, 2020.

**WHEREAS,** a public hearing has been conducted as provided by law relative to the levy of special assessments in said District.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA,** that after full consideration of the schedule of assessments to be made for the cost of activities to be undertaken with the District, all as outlined in Ordinance No. 5388, Section 10-709, and of the objections to the assessments shown in said schedule:

See Attached Exhibit A.

And after full consideration, appraisement and appointment of the special benefits conferred upon the property shown in said schedules, the Mayor and City Council find that said properties are especially benefitted by said improvement in the amounts shown on said schedule, and that the amounts are in proportion to the special benefits, or of the cost of the improvements; and

**BE IT FURTHER RESOLVED,** that said schedule of assessments be and the same are hereby approved as herein provided and/or corrected; and

**BE IT FURTHER RESOLVED,** that there be and there is hereby assessed and levied as a special tax against and upon each of the lots, parts of lots and parcels of land liable to be assessed for the cost of improvements located in the Business Improvement District as shown in said schedule, the respective sum expressed in figures set opposite to each of the same as provided by this resolution, said assessments being levied against said lots, parts of lots and parcels of ground on account of the activities to be undertaken as hereinbefore described; and

**BE IT FURTHER RESOLVED,** that said assessments against said lots, parts of lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements and not in excess of such benefits or of the cost of the improvements; and

**BE IT FURTHER RESOLVED,** that all special assessments above provided shall become due April 15, 2020, and shall be collected in the usual manner for the collection of taxes.

**PASSED AND APPROVED** this 25th day of February, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

Exhibit A

| PID# | OwnerName | Mailing Address | City | PropertyAddress | LegalDesc | 2019 AV | modifier | request | modified value | rate | Amount Due |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 270004739 | MELISSA R KREIKEMEIER | 1314 JONES DR | FREMONT, NE 68025-0000 USA | 348 E 1ST, FREMONT, NE 68025 | OT LOT 8 BLK 205 & TL 415 | $ 94,925.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270004242 | FOX, ROGER D & SUSAN M TRUSTEES ROGER & SUSAN LIVING TRUST | 43660 190TH AVE | CRESTON, NE 68631-4010 USA | 319 E 3RD, FREMONT, NE 68025 | OT W37' LOT 3 & E31-1/2'N80' LOT 4 BLK 182 & TL 356 | $ 69,274.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270004095 | BOB PROPERTIES LLC | 803 S PLATTE AVE | FREMONT, NE 68025-6229 USA | 319 E 4TH, FREMONT, NE 68025 | OT E36' LOT 3 BLK 175 & TL 335 | $ 48,085.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270003570 | NICHOLAS M INGERSOLL | 302 W 4TH ST | FREMONT, NE 68025-4914 USA | 302 W 4TH, FREMONT, NE 68025 | OT S78'E33' LOT 7 & S78' LOT 8 BLK 157 | $ 75,626.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270003556 | REDIGER, REED P & ALYSSA A | 13600 W O ST | LINCOLN, NE 68528-0000 USA | 334 W 4TH, FREMONT, NE 68025 | OT W1/2 LOT 7 BLK 157 & TL 282 | $ 46,284.00 | 1.00 | 0.00 | $ 46,284.00 | 0.001714 | $79.34 |
| 270003500 | MAHRT, DONALD J & CONNIE R | PO BOX 676 | FREMONT, NE 68026-0676 USA | 323 W 5TH, FREMONT, NE 68025 | OT W65' LOT 2 BLK 157 & TL 276 | $ 113,306.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270002072 | SCOTT, ALCYONE | 740 N D | FREMONT, NE 68025 | 740 N D, FREMONT, NE 68025 | OT N47-3/4'S58' LOTS 3 & 4 BLK 115 & TL 181 | $ 88,978.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270002058 | SWEENEY, DANIEL K | 1105 COUNTY RD V | FREMONT, NE 68025 | 331 E 8TH, FREMONT, NE 68025 | OT N68'W32' LOT 2 BLK 115 & TL 179 | $ 36,566.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270001953 | PARDE, H LESTER & ROSALYN A | 1429 W 10TH ST | FREMONT, NE 68025 | 730 N H, FREMONT, NE 68025 | OT S44' LOT 6 & S44'W33-1/3' LOT 5 BLK 111 & TL 155 | $ 39,617.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270001939 | JENSEN, ROBIE L & ANNETT P | 235 W 8TH | FREMONT, NE 68025 | 235 W 8TH, FREMONT, NE 68025 | OT LOT 4 & E13-1/3' LOT 5 BLK 111 & TL 154 | $ 131,728.00 | 1.00 | 0.00 | $ 131,728.00 | 0.001714 | $225.80 |
| 270137142 | % METRO PLAINS | 1600 UNIVERSITY AVE W STE 212 | SAINT PAUL | 734 N PARK, FREMONT, NE 68025 | OT LOTS 1-4, VAC ALLEY BETWN LOTS 2 & 3 & N1/2 VAC ALLEY ADJ LOTS 1-4 BLK 113 (TIF) | $ 1,170,482.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270004655 | MDF PROPERTIES | 1238 N BROAD ST | FREMONT, NE 68025 | 102 N MAIN ST, FREMONT, NE 68025 | OT S44' LOTS 5 & 6 BLK 204 | $ 179,098.00 | 1.00 | 0.00 | $ 179,098.00 | 0.001714 | $306.99 |
| 270004284 | SAWYER, DONALD D & BARBARA J | PO BOX 96 | FREMONT, NE 68025 | 318 E 2ND, FREMONT, NE 68025 | OT LOT 6 BLK 182 & TL 359 | $ 79,511.00 | 1.00 | 0.00 | $ 79,511.00 | 0.001714 | $136.29 |
| 270002233 | MARVIN, LAWRENCE D | 635 N MAIN STE 201 | FREMONT, NE 68025 | 635 N MAIN, FREMONT, NE 68025 | OT PT LOTS 1 & 2 BLK 124 | $ 48,411.00 | 0.94 | 0.06 | $ 45,684.01 | 0.001714 | $78.31 |
| 270003976 | JOHNSON, GERALD C | 2826 HOGAN LN | FREMONT, NE 68025 | 348 - 350 N MAIN, FREMONT, NE 68025 | OT PT LOTS 3 & 4 BLK 174 | $ 284,241.00 | 1.00 | 0.00 | $ 284,241.00 | 0.001714 | $487.22 |
| 270003941 | VELEZ, ALFREDO | 350 N D | FREMONT, NE 68025 | 251 E 4TH, FREMONT, NE 68025 | OT E22'N80' LOT 1 BLK 174 | $ 69,794.00 | 1.00 | 0.00 | $ 69,794.00 | 0.001714 | $119.63 |
| 270004326 | DAHL, STEVEN C & LORI A | 508 E 6TH | FREMONT, NE 68025 | 231 E 3RD, FREMONT, NE 68025 | OT LOT 2 BLK 183 & TL 363 | $ 81,050.00 | 0.10 | 0.90 | $ 8,105.00 | 0.001714 | $13.89 |
| 270002415 | BREHM, RODGER T & ANN E | 8526 L ST | OMAHA, NE 68127-1627 USA | 618 - 626 N H, FREMONT, NE 68025 | OT N77' LOT 5 BLK 126 & TL 201 | $ 153,423.00 | 1.00 | 0.00 | $ 153,423.00 | 0.001714 | $262.98 |
| 270003983 | MAIN, KEVIN J & LESLIE L SHAFFER- | 1220 TIMBERWOODS DR | AMES, NE 68621-0000 USA | 338 N MAIN, FREMONT, NE 68025 | OT PT LOTS 3 & 4 BLK 174 | $ 88,477.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270002954 | FRONT STREET PROPERTIES LLC | 224 N PARK AVE | FREMONT, NE 68025 | 505 N MAIN, FREMONT, NE 68025 | OT S44' LOTS 7 & 8 BLK 143 | $ 178,285.00 | 1.00 | 0.00 | $ 178,285.00 | 0.001714 | $305.60 |
| 270003094 | CHRISTENSEN GROUP LLC | PO BOX 709 | FREMONT, NE 68026-0709 USA | 502 N MAIN, FREMONT, NE 68025 | OT S22' LOTS 5 & 6 BLK 144 | $ 252,777.00 | 0.50 | 0.50 | $ 126,388.50 | 0.001714 | $216.64 |

Exhibit A

| PID# | OwnerName | Mailing Address | City | PropertyAddress | LegalDesc | 2019 AV | modifier | request | modified value | rate | Amount Due |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 270003381 | MAIN, KEVIN J & LESLIE L | 1220 TIMBERWOOD DR | AMES, NE 6862 1-2187 USA | 405 - 413 N MAIN, FREMONT, NE 68025 | OT N44'S1/2 LOTS 7 & 8 BLK 154 | $ 186,142.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270003374 | GUILLIATT, MARK | 630 N D ST | FREMONT, NE 6 8025-0000 USA | 415 N MAIN, FREMONT, NE 68025 | OT S22'N1/2 LOTS 7 & 8 BLK 154 | $ 249,009.00 | 1.00 | 0.00 | $ 249,009.00 | 0.001714 | $426.83 |
| 270133238 | PADEN, ISAAC A & JENNY R | 2510 BUCKINGHAM RD | FREMONT, NE 6 8025-0000 USA | 141 E MILITARY, FREMONT, NE 68025 | OT N22' LOT 2 BLK 124 | $ 34,647.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270002996 | VILLASENOR,, TORIBIO & HORTENCIA | 235 E 6TH | FREMONT, NE 6 8025-0000 USA | 235 E 6TH, FREMONT, NE 68025 | OT W22.6'E44' & E21.4'S82' LOT 2 BLK 144 | $ 76,318.00 | 1.00 | 0.00 | $ 76,318.00 | 0.001714 | $130.82 |
| 270002037 | RENNER, MARK J | 748 N MAIN ST | FREMONT, NE 6 8025-0000 USA | 748 N MAIN, FREMONT, NE 68025 | OT W90'N66' LOTS 3 & 4 BLK 114 | $ 53,190.00 | 1.00 | 0.00 | $ 53,190.00 | 0.001714 | $91.17 |
| 270002086 | % NEPHROLOGY CARE LLC | 310 E MILITARY AVE | FREMONT, NE 6 8025-5070 USA | 310 E MILITARY, FREMONT, NE 68025 | OT S10-1/2' LOTS 3 & 4, ALL LOTS 5 & 6 BLK 115 & TL 182-184 | $ 236,520.00 | 0.25 | 0.75 | $ 59,130.00 | 0.001714 | $101.36 |
| 270004725 | LAUGHRIDGE, WILLIAM R & VIRGINIA J | 1446 COUNTY RD 28 | WESTON, NE 68 070-4040 USA | 320 E 1ST, FREMONT, NE 68025 | OT E54' LOT 6 BLK 205 & TL 413 | $ 39,060.00 | 1.00 | 0.00 | $ 39,060.00 | 0.001714 | $66.95 |
| 270004270 | SAWYER, DONALD D & BARBARA J | PO BOX 96 | FREMONT, NE 6 8026-0096 USA | 220 N D, FREMONT, NE 68025 | OT N1/2 LOT 5 BLK 182 & TL 358 | $ 10,259.00 | 1.00 | 0.00 | $ 10,259.00 | 0.001714 | $17.59 |
| 270004277 | SAWYER, DONALD D & BARBARA J | PO BOX 96 | FREMONT, NE 6 8026-0096 USA | 306 E 2ND, FREMONT, NE 68025 | OT S1/2 LOT 5 BLK 182 | $ 9,146.00 | 1.00 | 0.00 | $ 9,146.00 | 0.001714 | $15.68 |
| 270003885 | DICKMEYER, L JOE & CHERYL R | 2108 BRAMBLEWOOD I N | FREMONT, NE 6 8025-0000 USA | 136 E 3RD, FREMONT, NE 68025 | OT W45'S20' LOT 7 BLK 173 | $ 14,225.00 | 1.00 | 0.00 | $ 14,225.00 | 0.001714 | $24.38 |
| 270139256 | CHARTER, VICTORIA J | 305 N PARK | FREMONT, NE 6 8025-0000 USA | | OT S44' N66' LOTS 7 & 8 & PT TL 317 BLK 172 | $ 27,720.00 | 1.00 | 0.00 | $ 27,720.00 | 0.001714 | $47.52 |
| 270138374 | OLSON, DALE E, TREE | 103 LAKEVIEW RD | FREMONT, NE 6 8025-0000 USA | 210 E 8TH, FREMONT, NE 68025 | OT LOTS 5,6,7 & 8 BLK 95 & S1/2 ALLEY ON N & ALLEY BETWEEN LOTS 6 & 7 | $ 187,866.00 | 1.00 | 0.00 | $ 187,866.00 | 0.001714 | $322.02 |
| 270001589 | SAEGER, PETER & VICKIE | 250 W 8TH ST | FREMONT, NE 6 8025-4902 USA | 250 W 8TH, FREMONT, NE 68025 | OT W55'S82.25' LOT 9 BLK 96 | $ 96,133.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270003934 | THE MOONSHINE HOLE LLC | 325 N MAIN | FREMONT, NE 6 8025-0000 USA | 325 N MAIN, FREMONT, NE 68025 | OT N14' LOTS 7 & 8, S22' LOTS 1 & 2 BLK 173 & TL 322 & 327~~ | $ 187,729.00 | 1.00 | 0.00 | $ 187,729.00 | 0.001714 | $321.79 |
| 270002758 | MURRAY PROPERTY MANAGEMENT LLC | 605 N BROAD ST | FREMONT, NE 6 8025-0000 USA | 521 N H, FREMONT, NE 68025 | OT PT LOTS 7 & 8 BLK 140 & TL 212 | $ 34,446.00 | 1.00 | 0.00 | $ 34,446.00 | 0.001714 | $59.04 |
| 270004648 | DAHL, STEVEN & LORI JT | 508 E 6TH ST | FREMONT, NE 6 8025-5114 USA | 116 N MAIN, FREMONT, NE 68025 | OT S73'N88' LOTS 5 & 6 BLK 204 | $ 64,965.00 | 1.00 | 0.00 | $ 64,965.00 | 0.001714 | $111.36 |
| 270004634 | ZAVADIL, CHRISTOPHER J & MAUREEN L | 130 N MAIN | FREMONT, NE 6 8025-0000 USA | 130 N MAIN, FREMONT, NE 68025 | OT LOT 1 REPLAT OF PT LOTS 3 & 4 & TL 401 BLK 204 | $ 82,030.00 | 1.00 | 0.00 | $ 82,030.00 | 0.001714 | $140.61 |
| 270004627 | ZAVADIL, CHRISTOPHER J & MAUREEN L | 130 N MAIN ST | FREMONT, NE 6 8025-5674 USA | 132 N MAIN, FREMONT, NE 68025 | OT PT LOTS 3 & 4 BLK 204 | $ 31,318.00 | 1.00 | 0.00 | $ 31,318.00 | 0.001714 | $53.68 |
| 270004711 | LAUGHRIDGE, WILLIAM R & VIRGINIA J | 1446 COUNTY RD 28 | WESTON, NE 68 070-4040 USA | 120 N D, FREMONT, NE 68025 | OT PT LOTS 5 & 6 BLK 205 & TL 411 & 412 | $ 88,661.00 | 1.00 | 0.00 | $ 88,661.00 | 0.001714 | $151.98 |

Exhibit A

| PID# | OwnerName | Mailing Address | City | PropertyAddress | LegalDesc | 2019 AV | modifier | request | modified value | rate | Amount Due |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 270004669 | KENT ADAMS CONSTRUCTION INC | 2936 BROOKS HOLLOW DR | FREMONT, NE 68025-3684 USA | 232 E 1ST, FREMONT, NE 68025 | OT W23-1/4' LOT 7 BLK 204 & TL 403 | $ 37,800.00 | 1.00 | 0.00 | $ 37,800.00 | 0.001714 | $64.79 |
| 270004662 | MARV INC | 248 E 1ST ST | FREMONT, NE 68025-5628 USA | 248 E 1ST, FREMONT, NE 68025 | OT LOT 8 & E42-3/4' LOT 7 BLK 204 & TL 404 & 405 | $ 151,809.00 | 1.00 | 0.00 | $ 151,809.00 | 0.001714 | $260.22 |
| 270004718 | GLW ENTERPRISES LLC | 1980 MORNINGSIDE RD | FREMONT, NE 68025-0000 USA | 300 E 1ST, FREMONT, NE 68025 | OT W56'S66' LOT 5 BLK 205 | $ 59,016.00 | 1.00 | 0.00 | $ 59,016.00 | 0.001714 | $101.16 |
| 270004732 | KNIPPLE, JOHN J (& VICKI M LONG | 1040 N GARDEN CITY RD | FREMONT, NE 68025-0000 USA | 340 E 1ST, FREMONT, NE 68025 | OT LOT 7 BLK 205 & TL 414 | $ 74,998.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270004613 | SOMMERS, SHIRLEY J | 2947 S HIGHWAY 77 LOT 6 | FREMONT, NE 68025-6196 USA | 148 N MAIN, FREMONT, NE 68025 | OT S22'N44' LOTS 3 & 4 BLK 204 | $ 56,543.00 | 1.00 | 0.00 | $ 56,543.00 | 0.001714 | $96.92 |
| 270004606 | SORENSEN, ARTHUR L & VICKI W | 637 E 5TH ST | FREMONT, NE 68025-5111 USA | 150 N MAIN, FREMONT, NE 68025 | OT N22' LOTS 3 & 4 BLK 204 | $ 77,033.00 | 1.00 | 0.00 | $ 77,033.00 | 0.001714 | $132.04 |
| 270004382 | RAMIREZ, JOSE LARIOS- | 807 S BROAD ST LC | FREMONT, NE 68025-7406 USA | 222 E 2ND, FREMONT, NE 68025 | OT S44' LOT 6, S44'E15' LOT 5 BLK 183 | $ 77,664.00 | 1.00 | 0.00 | $ 77,664.00 | 0.001714 | $133.12 |
| 270004396 | HOPKINS, PAMELA LYNN | 226 E 2ND | FREMONT, NE 68025-0000 USA | 224 - 226 E 2ND, FREMONT, NE 68025 | OT LOT 7 BLK 183 & TL 368 & S1/2 VAC ALLEY | $ 81,631.00 | 1.00 | 0.00 | $ 81,631.00 | 0.001714 | $139.92 |
| 270004599 | KUBICEK, JASON J & MELISSA A | 1454 W 12TH | FREMONT, NE 68025-0000 USA | 237 - 239 E 2ND, FREMONT, NE 68025 | OT W5' LOT 1 & ALL LOT 2 BLK 204 & TL 400 | $ 54,842.00 | 1.00 | 0.00 | $ 54,842.00 | 0.001714 | $94.01 |
| 270004403 | CECH, DAVID L & JANET I | 140 N IRVING | FREMONT, NE 68025-0000 USA | 227 N D, FREMONT, NE 68025 | OT LOT 8 BLK 183 & TL 369 | $ 162,221.00 | 1.00 | 0.00 | $ 162,221.00 | 0.001714 | $278.07 |
| 270004620 | SOMMERS, SHIRLEY J | 2947 S HIGHWAY 7 | FREMONT, NE 68025-6196 USA | | OT S22'N66' LOTS 3 & 4 BLK 204 | $ 13,070.00 | 1.00 | 0.00 | $ 13,070.00 | 0.001714 | $22.40 |
| 270004704 | FRANCIS, TIMOTHY D | 2273 ROSEDALE RD | FREMONT, NE 68025-0000 USA | 150 N D, FREMONT, NE 68025 | OT PT LOTS 3 & 4 BLK 205 | $ 73,197.00 | 1.00 | 0.00 | $ 73,197.00 | 0.001714 | $125.47 |
| 270004690 | CLAPPER, R M (LLC | 1060 TIMBERWOOD | AMES, NE 68621-0000 USA | 130 N D, FREMONT, NE 68025 | OT PT LOTS 3 & 4 BLK 205 & TL 409 | $ 107,402.00 | 1.00 | 0.00 | $ 107,402.00 | 0.001714 | $184.10 |
| 270004263 | KAIROS PROPERTIES LLC | 926 COUNTY RD T | FREMONT, NE 68025-7902 USA | 230 N D, FREMONT, NE 68025 | OT S52' LOT 4 BLK 182 & TL 357 | $ 41,202.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270004389 | %JOSE LARIOS RAMIREZ ( | 807 S BROAD ST LC | FREMONT, NE 68025-7406 USA | 208 N MAIN, FREMONT, NE 68025 | OT E44'W51'S44' LOT 5 BLK 183 | $ 50,391.00 | 1.00 | 0.00 | $ 50,391.00 | 0.001714 | $86.38 |
| 270004375 | EWASIUK, RONALD W & LINDA L, CoTr | 1500 SKYLINE DR | ELKHORN, NE 68022-0000 USA | 210 N MAIN, FREMONT, NE 68025 | OT N22'S1/2 LOTS 5 & 6 EXC W7' BLK 183~ | $ 86,317.00 | 1.00 | 0.00 | $ 86,317.00 | 0.001714 | $147.96 |
| 270004368 | 224 N MAIN LLC | 2552 BIRDIE AVE | FREMONT, NE 68025-0000 USA | 224 N MAIN, FREMONT, NE 68025 | OT N66' LOTS 5 & 6, S17' LOTS 3 & 4, TL 364 & 365 EXC W7' BLK 183~ | $ 201,779.00 | 1.00 | 0.00 | $ 201,779.00 | 0.001714 | $345.87 |
| 270004361 | % BECKY BELL TRUSTEE | 10101 S 134TH ST | BENNET, NE 68317-2123 USA | 228 N MAIN, FREMONT, NE 68025 | OT N26'S43' LOTS 3 & 4 EXC W7' BLK 183~ | $ 57,157.00 | 1.00 | 0.00 | $ 57,157.00 | 0.001714 | $97.97 |
| 270004354 | GIBNEY, JAMES M, Jr | 508 W MILITARY | FREMONT, NE 68025-0000 USA | 230 N MAIN, FREMONT, NE 68025 | OT N23'S1/2 LOTS 3 & 4 EXC W7' BLK 183~ | $ 56,715.00 | 1.00 | 0.00 | $ 56,715.00 | 0.001714 | $97.22 |

Exhibit A

| PID# | OwnerName | Mailing Address | City | PropertyAddress | LegalDesc | 2019 AV | modifier | request | modified value | rate | Amount Due |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 270004466 | TAX DEPT V-176230 #206 | PO BOX 1470 | DECATUR, IL 62525-1470 USA | 201 N PARK, FREMONT, NE 68025 | OT S66'S1/2 LOTS 7 & 8 BLK 185 | $ 101,529.00 | 1.00 | 0.00 | $ 101,529.00 | 0.001714 | $174.03 |
| 270004452 | ALLEN DAYTON (PRESIDE | 6929 SEWARD AVE | LINCOLN, NE 68507-1974 USA | 200 N PARK, FREMONT, NE 68025 | OT S70' LOTS 5 & 6 BLK 184 & 12' VAC ST | $ 163,274.00 | 1.00 | 0.00 | $ 163,274.00 | 0.001714 | $279.87 |
| 270004445 | CREATIVE SALES INC | PO BOX 501 | FREMONT, NE 68026-0501 USA | 222 N PARK, FREMONT, NE 68025 | OT S44'N62' LOTS 5 & 6 BLK 184 | $ 147,151.00 | 1.00 | 0.00 | $ 147,151.00 | 0.001714 | $252.23 |
| 270004424 | FIRST STATE BANK | PO BOX 549 | FREMONT, NE 68026-0549 USA | 225 N MAIN, FREMONT, NE 68025 | OT S22' LOTS 1 & 2 & N13.80' LOTS 7 & 8 BLK 184 & TL 370 & 372 | $ 154,496.00 | 1.00 | 0.00 | $ 154,496.00 | 0.001714 | $264.82 |
| 270004431 | INTERNATIONAL BAKERY INC | 5106 S 24TH ST | OMAHA, NE 68107-2711 USA | 215 N MAIN, FREMONT, NE 68025 | OT S118.20' LOTS 7 & 8 BLK 184 | $ 191,103.00 | 1.00 | 0.00 | $ 191,103.00 | 0.001714 | $327.57 |
| 270004410 | HOLVERSON, TIMOTHY & TANYA | 235 N MAIN | FREMONT, NE 68025-0000 USA | 235 N MAIN, FREMONT, NE 68025 | OT S22.5'N44'S1/2 LOTS 1 & 2 BLK 184 | $ 80,671.00 | 1.00 | 0.00 | $ 80,671.00 | 0.001714 | $138.28 |
| 270004417 | DONALD & MARY JO ROBI | 1939 N D ST | FREMONT, NE 68025-0000 USA | 241 N MAIN, FREMONT, NE 68025 | OT N21.5'S1/2 LOTS 1 & 2 BLK 184 | $ 45,356.00 | 1.00 | 0.00 | $ 45,356.00 | 0.001714 | $77.75 |
| 270004256 | MENN, CHRISTOPHER R & HEATHER M | 325 W COUNTY RD | FREMONT, NE 68025-7882 USA | 305 E 3RD, FREMONT, NE 68025 | OT W35-1/2'N80' LOT 4 BLK 182 | $ 21,247.00 | 1.00 | 0.00 | $ 21,247.00 | 0.001714 | $36.42 |
| 270004249 | MURRAY PROPERTY MANAGEMENT LLC | 605 N BROAD ST | FREMONT, NE 68025-0000 USA | 325 E 3RD, FREMONT, NE 68025 | OT E29' LOT 3 BLK 182 & TL 355 | $ 50,804.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270004116 | SAWYER, TOM L & MARKA (JT WROS | 2524 PARK PLACE D | FREMONT, NE 68025-3700 USA | 320 N D, FREMONT, NE 68025 | OT LOT 5, W8' LOT 6 BLK 175 & TL 338 | $ 107,326.00 | 1.00 | 0.00 | $ 107,326.00 | 0.001714 | $183.97 |
| 270004109 | VELEZ, ALFREDO G & ROCIO M | 350 N D | FREMONT, NE 68025-0000 USA | 350 N D, FREMONT, NE 68025 | OT W60' LOT 4 BLK 175 & TL 337 | $ 108,982.00 | 1.00 | 0.00 | $ 108,982.00 | 0.001714 | $186.81 |
| 270004053 | FRC PROPERTIES LLC | 303 N D ST | FREMONT, NE 68025-0000 USA | 303 N D, FREMONT, NE 68025 | OT S50' LOT 8 BLK 174 | $ 130,171.00 | 1.00 | 0.00 | $ 130,171.00 | 0.001714 | $223.13 |
| 270004046 | SAWYER, RONALD J & JUDITH A | 1800 PHELPS | FREMONT, NE 68025-0000 USA | 337 N D (FRONT), FREMONT, NE 68025 | OT N82' LOT 8 BLK 174 (FRONT PT) | $ 67,828.00 | 1.00 | 0.00 | $ 67,828.00 | 0.001714 | $116.26 |
| 270003955 | SAWYER, RONALD J & JUDITH A | 1800 PHELPS | FREMONT, NE 68025-0000 USA | 339 N D, FREMONT, NE 68025 | OT S52' LOT 1 BLK 174 & TL 328 | $ 92,334.00 | 1.00 | 0.00 | $ 92,334.00 | 0.001714 | $158.27 |
| 270004025 | SAWYER, RONALD J & JUDITH A | 1800 PHELPS | FREMONT, NE 68025-0000 USA | 337 N D (REAR), FREMONT, NE 68025 | OT N52' LOT 7 BLK 174 (REAR PT LOT 7) | $ 54,489.00 | 1.00 | 0.00 | $ 54,489.00 | 0.001714 | $93.40 |
| 270004123 | PEBLEY, GARY & DARLENE, Tr | 237 W 6TH ST | FREMONT, NE 68025-4919 USA | 306 E 3RD, FREMONT, NE 68025 | OT E58' LOT 6 BLK 175 & TL 339 | $ 99,098.00 | 1.00 | 0.00 | $ 99,098.00 | 0.001714 | $169.87 |
| 270004102 | JONES NATL BANK & TRUST | PO BOX 469 | SEWARD, NE 68434-0469 USA | 315 E 4TH, FREMONT, NE 68025 | OT W30' LOT 3, E6' LOT 4 BLK 175 & TL 336 | $ 67,921.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270002170 | GUILLIATT, MICHAEL D & JANICE M | 630 N D | FREMONT, NE 68025-0000 USA | 630 N D, FREMONT, NE 68025 | OT S54' LOT 4 BLK 122 & TL 188 | $ 137,675.00 | 1.00 | 0.00 | $ 137,675.00 | 0.001714 | $235.99 |
| 270002317 | FREMONT HOUSE LLC | 605 N BROAD | FREMONT, NE 68025-0000 USA | 631 N PARK, FREMONT, NE 68025 | OT S30' LOTS 1 & 2 BLK 125 | $ 188,937.00 | 1.00 | 0.00 | $ 188,937.00 | 0.001714 | $323.86 |

Exhibit A

| PID# | OwnerName | Mailing Address | City | PropertyAddress | LegalDesc | 2019 AV | modifier | request | modified value | rate | Amount Due |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 270002310 | HULL, STEVEN L, ETAL | 637 N PARK | FREMONT, NE 68025-0000 USA | 637 N PARK, FREMONT, NE 68025 | OT N30'S60' LOTS 1 & 2 BLK 125 | $ 120,593.00 | 1.00 | 0.00 | $ 120,593.00 | 0.001714 | $206.71 |
| 270004018 | TRAHAN & TRAHAN LLC | 300 N MAIN ST | FREMONT, NE 68025-5058 USA | 300 - 308 N MAIN, FREMONT, NE 68025 | OT S49' LOTS 5 & 6 BLK 174 | $ 156,981.00 | 1.00 | 0.00 | $ 156,981.00 | 0.001714 | $269.08 |
| 270004004 | % PATHFINDER CO | 1416 E 23RD ST | FREMONT, NE 68025-2413 USA | 312 N MAIN, FREMONT, NE 68025 | OT S47 N83' LOTS 5 & 6 BLK 174 | $ 105,799.00 | 1.00 | 0.00 | $ 105,799.00 | 0.001714 | $181.35 |
| 270003997 | ROSCO5 LLC | PO BOX 695 | FREMONT, NE 68026-0695 USA | 320 N MAIN, FREMONT, NE 68025 | OT N36' LOTS 5 & 6 BLK 174 & TL 331 | $ 182,991.00 | 1.00 | 0.00 | $ 182,991.00 | 0.001714 | $313.67 |
| 270003990 | MAIN, KEVIN J & LESLIE L SHAFFER- | 1220 TIMBERWOOD | AMES, NE 68621-0000 USA | 330 N MAIN, FREMONT, NE 68025 | OT S44' LOTS 3 & 4 BLK 174 & TL 330 | $ 144,016.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270003969 | KRASNE HOME FURNISHIN | 450 N MAIN | FREMONT, NE 68025-0000 USA | 231 E 4TH, FREMONT, NE 68025 | OT N119.8'W44' LOT 2 BLK 174 | $ 57,760.00 | 1.00 | 0.00 | $ 57,760.00 | 0.001714 | $99.01 |
| 270003962 | JOHNSON, GERALD C | 235 E 4TH | FREMONT, NE 68025-0000 USA | 235 E 4TH, FREMONT, NE 68025 | OT S12.3' LOT 2 & E22' LOT 2 BLK 174 & TL 329 | $ 49,985.00 | 1.00 | 0.00 | $ 49,985.00 | 0.001714 | $85.68 |
| 270003948 | LAUGHRIDGE, WILLIAM R & VIRGINIA J | 1446 COUNTY RD 2 | WESTON, NE 68070-4040 USA | 245 E 4TH, FREMONT, NE 68025 | OT W44'N80' LOT 1 BLK 174 | $ 61,144.00 | 1.00 | 0.00 | $ 61,144.00 | 0.001714 | $104.81 |
| 270004319 | CECH, DAVID L & JANET I | 140 N IRVING | FREMONT, NE 68025-0000 USA | 245 E 3RD, FREMONT, NE 68025 | OT LOT 1 BLK 183 & TL 362 | $ 158,614.00 | 1.00 | 0.00 | $ 158,614.00 | 0.001714 | $271.88 |
| 270004347 | RITTER, GERALD & ROBIN | 2780 AUTUMN MEA | FREMONT, NE 68025-8052 USA | 240 N MAIN, FREMONT, NE 68025 | OT S22'N1/2 LOTS 3 & 4 EXC W7' BLK 183~ | $ 67,844.00 | 1.00 | 0.00 | $ 67,844.00 | 0.001714 | $116.29 |
| 270004340 | ORTIZ, JOSE M & GUADALUPE | 1402 W 10TH | FREMONT, NE 68025-0000 USA | 248 N MAIN, FREMONT, NE 68025 | OT MID22'N1/2 LOTS 3 & 4 EXC W7' BLK 183~ | $ 56,369.00 | 1.00 | 0.00 | $ 56,369.00 | 0.001714 | $96.62 |
| 270004333 | CHAMBERLAIN, DAN | 250 N MAIN ST | FREMONT, NE 68025-5620 USA | 250 N MAIN, FREMONT, NE 68025 | OT N22' LOTS 3 & 4 EXC W7' BLK 183~ | $ 81,815.00 | 1.00 | 0.00 | $ 81,815.00 | 0.001714 | $140.24 |
| 270003850 | ABE KRASNE HOME FURNISHINGS INC | 450 N MAIN ST | FREMONT, NE 68025-5060 USA | 320 N BROAD, FREMONT, NE 68025 | OT S22' LOTS 3 & 4 & N88' LOTS 5 & 6 BLK 172 & TL 319 & 320 | $ 74,212.00 | 1.00 | 0.00 | $ 74,212.00 | 0.001714 | $127.21 |
| 270003822 | FRANCIS, TIM & AMBER (JT WROS | 2273 ROSEDALE RD | FREMONT, NE 68025-7829 USA | 335 N PARK, FREMONT, NE 68025 | OT S44' LOTS 1 & 2 & N22'LOTS 7 & 8 BLK 172 & TL 316 & PT 317 | $ 140,680.00 | 1.00 | 0.00 | $ 140,680.00 | 0.001714 | $241.14 |
| 270003864 | ALMEIDA LLC | 1103 LEHMAN ST | HOUSTON, TX 77018-1347 USA | 305 N PARK, FREMONT, NE 68025 | OT S66' LOTS 7 & 8 BLK 172 & TL 321 | $ 202,222.00 | 1.00 | 0.00 | $ 202,222.00 | 0.001714 | $346.63 |
| 270004459 | YOUNT, KEVIN R | 2825 DEBORAH DR | FREMONT, NE 68025-0000 USA | 249 N PARK, FREMONT, NE 68025 | OT LOTS 1 & 2 BLK 185 & TL 375 | $ 185,000.00 | 1.00 | 0.00 | $ 185,000.00 | 0.001714 | $317.11 |
| 270004438 | SAV-RX PHARMACIES | 224 N PARK AVE | FREMONT, NE 68025-0000 USA | 224 N PARK, FREMONT, NE 68025 | OT LOTS 3 & 4, N18' LOTS 5 & 6 BLK 184 & TL 371 | $ 392,468.00 | 1.00 | 0.00 | $ 392,468.00 | 0.001714 | $672.74 |
| 270003913 | GIBNEY, JAMES M & KATHY J | 307 N MAIN ST | FREMONT, NE 68025-5057 USA | 307 - 311 N MAIN, FREMONT, NE 68025 | OT N37'S57' LOTS 7 & 8 BLK 173 | $ 66,780.00 | 1.00 | 0.00 | $ 66,780.00 | 0.001714 | $114.47 |
| 270003899 | SCHMIDT, GREGG & GARY D | 303 N MAIN | FREMONT, NE 68025-0000 USA | 303 N MAIN, FREMONT, NE 68025 | OT E80'S20' LOTS 7 & 8 BLK 173 | $ 54,234.00 | 1.00 | 0.00 | $ 54,234.00 | 0.001714 | $92.96 |

Exhibit A

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|---|---|---|---|---|---|---|---|---|---|---|---|
| 270003906 | KEYES, MALINI | 9040 SILVER OAK R | LINCOLN, NE 68526-0000 USA | 315 N MAIN, FREMONT, NE 68025 | OT N20'S77' LOTS 7 & 8 BLK 173 | $ 59,536.00 | 1.00 | 0.00 | $ 59,536.00 | 0.001714 | $102.05 |
| 270003920 | H RENTAL OF FREMONT LLC | 750 N CLARMAR AV | FREMONT, NE 68025-4438 USA | 317 N MAIN, FREMONT, NE 68025 | OT N20-1/2'S97-1/2' LOTS 7 & 8 BLK 173 | $ 57,983.00 | 1.00 | 0.00 | $ 57,983.00 | 0.001714 | $99.39 |
| 270003927 | BROKENICKY, PATRICIA | 1233 N I | FREMONT, NE 68025-0000 USA | 321 N MAIN, FREMONT, NE 68025 | OT S20-1/2'N34-1/2' LOTS 7 & 8 BLK 173 | $ 49,303.00 | 1.00 | 0.00 | $ 49,303.00 | 0.001714 | $84.51 |
| 270003878 | STONE INVESTMENTS LLC | 10011 J ST | OMAHA, NE 68127-0000 USA | 343 N MAIN, FREMONT, NE 68025 | N44'S1/2 LOTS 1 & 2 BLK 173 | $ 310,195.00 | 1.00 | 0.00 | $ 310,195.00 | 0.001714 | $531.71 |
| 270138467 | %TRACY STONE | 10011 J ST | OMAHA, NE 68127-0000 USA | 345 N MAIN, FREMONT, NE 68025 | OT S22'N1/2 LOTS 1 & 2 BLK 173 | $ 84,907.00 | 1.00 | 0.00 | $ 84,907.00 | 0.001714 | $145.54 |
| 270003871 | DM HOLDINGS LLC | 1110 ALBANY PLACI | ORANGE CITY, IA 51041-0000 USA | 349 N MAIN, FREMONT, NE 68025 | OT N44' LOTS 1 & 2 BLK 173 | $ 226,822.00 | 1.00 | 0.00 | $ 226,822.00 | 0.001714 | $388.80 |
| 270003045 | LAMB, LISA & MATTHEW | 1978 WAGNER RD | FREMONT, NE 68025-0000 USA | 530 N MAIN, FREMONT, NE 68025 | OT S22' LOTS 3 & 4 BLK 144 | $ 63,050.00 | 1.00 | 0.00 | $ 63,050.00 | 0.001714 | $108.07 |
| 270003066 | SPAGNOTTI, WILLIAM J & LINDA L | 1233 COUNTY RD 1 | HOOPER, NE 68031-2037 USA | 520 N MAIN, FREMONT, NE 68025 | OT MID22'N1/2 LOTS 5 & 6 BLK 144 | $ 85,461.00 | 1.00 | 0.00 | $ 85,461.00 | 0.001714 | $146.49 |
| 270003073 | FREMONT APPLIANCE & VACUUM CENTER, LLC | 512 N MAIN ST | FREMONT, NE 68025-5062 USA | 512 - 516 N MAIN, FREMONT, NE 68025 | OT N44'S88'E125' LOTS 5 & 6 BLK 144 | $ 140,627.00 | 1.00 | 0.00 | $ 140,627.00 | 0.001714 | $241.05 |
| 270003311 | WILLIAM PERRY | 408 N MAIN | FREMONT, NE 68025-0000 USA | 218 E 4TH, FREMONT, NE 68025 | OT W44' LOT 7 BLK 153 & TL 250 | $ 163,258.00 | 1.00 | 0.00 | $ 163,258.00 | 0.001714 | $279.84 |
| 270003318 | LAWRENCE EMANUEL & SON INC | 228 E 4TH ST | FREMONT, NE 68025-0000 USA | 228 E 4TH, FREMONT, NE 68025 | OT E22' LOT 7 & W22' LOT 8 BLK 153 & TL 251 | $ 158,564.00 | 1.00 | 0.00 | $ 158,564.00 | 0.001714 | $271.80 |
| 270003325 | PARKS, WILLIAM J & SYNTHIA S | 2328 E DODGE | FREMONT, NE 68025-0000 USA | 250 E 4TH, FREMONT, NE 68025 | OT E44' LOT 8 BLK 153 & TL 252 | $ 99,637.00 | 1.00 | 0.00 | $ 99,637.00 | 0.001714 | $170.79 |
| 270003269 | HOWARD KRASNE | 450 N MAIN | FREMONT, NE 68025-0000 USA | 233 E 5TH, FREMONT, NE 68025 | OT W44' LOT 2 BLK 153 & TL 247 | $ 57,898.00 | 1.00 | 0.00 | $ 57,898.00 | 0.001714 | $99.24 |
| 270003262 | BRUNER, WENDELL, Tree | 33 W 4TH ST | FREMONT, NE 68025-0000 USA | 241 - 245 E 5TH, FREMONT, NE 68025 | OT LOT 1 & E22' LOT 2 BLK 153 & TL 245 -246 | $ 148,940.00 | 1.00 | 0.00 | $ 148,940.00 | 0.001714 | $255.30 |
| 270003304 | BILL PERRY | 408 N MAIN ST STE | FREMONT, NE 68025-5093 USA | 406 - 414 N MAIN, FREMONT, NE 68025 | OT PT LOTS 5 & 6 BLK 153 | $ 290,287.00 | 1.00 | 0.00 | $ 290,287.00 | 0.001714 | $497.59 |
| 270002373 | SGBC LLC | 18676 OREGON CIR | ELKHORN, NE 68022-0000 USA | 635 N BROAD, FREMONT, NE 68025 | OT N22.47'S44' LOTS 1 & 2 BLK 126 | $ 50,925.00 | 1.00 | 0.00 | $ 50,925.00 | 0.001714 | $87.29 |
| 270002429 | MURRAY, ROBERT & SANDRA, Tree | 605 N BROAD | FREMONT, NE 68025-0000 USA | 236 W 6TH, FREMONT, NE 68025 | OT W44' LOT 6 BLK 126 & TL 202 | $ 95,525.00 | 1.00 | 0.00 | $ 95,525.00 | 0.001714 | $163.74 |
| 270002408 | HULL, DAVID L | PO BOX 615 | FREMONT, NE 68026-0615 USA | 630 N H, FREMONT, NE 68025 | OT S12' LOT 4 BLK 126 & TL 200 | $ 33,970.00 | 1.00 | 0.00 | $ 33,970.00 | 0.001714 | $58.23 |
| 270002443 | MURRAY PROPERTY MANAGEMENT LLC | 605 N BROAD ST | FREMONT, NE 68025-0000 USA | 605 N BROAD, FREMONT, NE 68025 | OT E22' LOT 6 & S126' LOTS 7 & 8 BLK 126 & TL 484 | $ 328,576.00 | 1.00 | 0.00 | $ 328,576.00 | 0.001714 | $563.22 |

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| PID# | OwnerName | Mailing Address | City | PropertyAddress | LegalDesc | 2019 AV | modifier | request | modified value | rate | Amount Due |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 270002436 | MURRAY PROPERTY MANAGEMENT LLC | 605 N BROAD ST | FREMONT, NE 68025-0000 USA | 629 N BROAD, FREMONT, NE 68025 | OT N6' LOTS 7 & 8 BLK 126 & TL 203 | $ 70,769.00 | 1.00 | 0.00 | $ 70,769.00 | 0.001714 | $121.31 |
| 270002380 | MULLER, TRACY A | PO BOX 73 | MORSE BLUFF, NE 68648-0000 USA | 631 N BROAD, FREMONT, NE 68025 | OT S21.53' LOTS 1 & 2 BLK 126 | $ 61,574.00 | 1.00 | 0.00 | $ 61,574.00 | 0.001714 | $105.54 |
| 270004039 | D & D INVESTMENT CO INC | PO BOX 661 | FREMONT, NE 68026-0661 USA | | OT E30'S80' LOT 7 BLK 174 | $ 10,800.00 | 1.00 | 0.00 | $ 10,800.00 | 0.001714 | $18.51 |
| 270004032 | STEVEN NAVARRETTE & S | 637 N PARK AVE | FREMONT, NE 68025-0000 USA | 240 E 3RD, FREMONT, NE 68025 | OT W36'S80' LOT 7 BLK 174 & TL 332 | $ 74,550.00 | 1.00 | 0.00 | $ 74,550.00 | 0.001714 | $127.79 |
| 270002870 | PINNACLE BANK | 99 W 6TH ST | FREMONT, NE 68025-4955 USA | 99 W 5TH, FREMONT, NE 68025 | OT S88' LOT 5 & W16'S88' LOT 6 BLK 142 | $ 105,640.00 | 1.00 | 0.00 | $ 105,640.00 | 0.001714 | $181.08 |
| 270002856 | PINNACLE BANK | 99 W 6TH ST | FREMONT, NE 68025-4955 USA | | OT N44' LOTS 5 & 6 BLK 142 | $ 30,817.00 | 1.00 | 0.00 | $ 30,817.00 | 0.001714 | $52.82 |
| 270002877 | BAKER, DUANE L, ETAL | 515 N PARK AVE | FREMONT, NE 68025-5027 USA | 515 N PARK, FREMONT, NE 68025 | OT LOTS 7 & 8 EXC N44.60'E110.7' BLK 142 | $ 208,685.00 | 1.00 | 0.00 | $ 208,685.00 | 0.001714 | $357.71 |
| 270002884 | GOLDHOUSE PROPERTIES LLC | 3154 BRYAN SHORE | FREMONT, NE 68025-3590 USA | 535 N PARK, FREMONT, NE 68025 | OT N44.60'E110.70' LOTS 7 & 8 BLK 142 | $ 185,192.00 | 1.00 | 0.00 | $ 185,192.00 | 0.001714 | $317.44 |
| 270002968 | SAMPTERS | 517 N MAIN | FREMONT, NE 68025-0000 USA | 517 N MAIN, FREMONT, NE 68025 | OT N44'S88'W125' LOTS 7 & 8 BLK 143 | $ 185,845.00 | 1.00 | 0.00 | $ 185,845.00 | 0.001714 | $318.56 |
| 270002961 | NEBRASKA SPORTS INDUSTRIES INC | 523 N MAIN | FREMONT, NE 68025-0000 USA | 523 N MAIN, FREMONT, NE 68025 | OT N44' LOTS 7 & 8 BLK 143 & TL 226 | $ 163,302.00 | 1.00 | 0.00 | $ 163,302.00 | 0.001714 | $279.92 |
| 270002947 | WTA LLC | 605 N BROAD ST | FREMONT, NE 68025-4932 USA | 118 - 124 E 5TH, FREMONT, NE 68025 | OT E44' LOT 6 BLK 143 & TL 225 | $ 217,045.00 | 1.00 | 0.00 | $ 217,045.00 | 0.001714 | $372.04 |
| 270003234 | BREITHAUPT, GORDON J & GLORIA J | 2909 NEBRASKA AV | FREMONT, NE 68025-0000 USA | 320 E 4TH, FREMONT, NE 68025 | OT W50'S66' LOT 6 BLK 152 | $ 55,338.00 | 1.00 | 0.00 | $ 55,338.00 | 0.001714 | $94.86 |
| 270003220 | SAWYER, TOM L & MARKA L | 2524 PARK PLACE D | FREMONT, NE 68025-3700 USA | 420 - 422 N D, FREMONT, NE 68025 | OT N66' LOT 5 & PT LOT 6 BLK 152 & TL 241 | $ 94,327.00 | 1.00 | 0.00 | $ 94,327.00 | 0.001714 | $161.69 |
| 270003227 | BREITHAUPT, GORDON J & GLORIA J | 2909 NEBRASKA AV | FREMONT, NE 68025-0000 USA | 402 N D, FREMONT, NE 68025 | OT S65.73 LOT 5 BLK 152 | $ 55,713.00 | 1.00 | 0.00 | $ 55,713.00 | 0.001714 | $95.50 |
| 270003101 | D & D INVESTMENT CO INC | PO BOX 661 | FREMONT, NE 68026-0661 USA | 240 E 5TH, FREMONT, NE 68025 | OT LOTS 7 & 8 BLK 144 & TL 229 & 230 | $ 450,819.00 | 1.00 | 0.00 | $ 450,819.00 | 0.001714 | $772.76 |
| 270003087 | RONALD D SCHEER, TRUS | 1415 E 11TH | FREMONT, NE 68025-0000 USA | 508 N MAIN, FREMONT, NE 68025 | OT MID22'S1/2 LOTS 5 & 6 BLK 144 | $ 96,964.00 | 1.00 | 0.00 | $ 96,964.00 | 0.001714 | $166.21 |
| 270003059 | MCKENZIE, SUSAN E | 13425 SHERWOOD | OMAHA, NE 68164-4043 USA | 522 N MAIN, FREMONT, NE 68025 | OT S21-1/2'N22' LOTS 5 & 6 BLK 144 | $ 50,189.00 | 1.00 | 0.00 | $ 50,189.00 | 0.001714 | $86.03 |
| 270003052 | BATTIATO, T JOHN | 526 N MAIN ST | FREMONT, NE 68025-5062 USA | 526 N MAIN, FREMONT, NE 68025 | OT N16-1/2' LOTS 5 & 6 BLK 144 & TL 228 | $ 40,432.00 | 1.00 | 0.00 | $ 40,432.00 | 0.001714 | $69.31 |
| 270003297 | KRASNE HOME FURNISHIN | 450 N MAIN | FREMONT, NE 68025-0000 USA | 420 N MAIN, FREMONT, NE 68025 | OT N26'S114' LOTS 5 & 6 BLK 153 | $ 105,913.00 | 1.00 | 0.00 | $ 105,913.00 | 0.001714 | $181.55 |

Exhibit A

| PID# | OwnerName | Mailing Address | City | PropertyAddress | LegalDesc | 2019 AV | modifier | request | modified value | rate | Amount Due |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 270003276 | HOWARD KRASNE | 450 N MAIN | FREMONT, NE 68025-0000 USA | 450 N MAIN, FREMONT, NE 68025 | OT LOTS 3 & 4, N18' LOTS 5 & 6 & TL 248 & 249 BLK 153 | $ 462,570.00 | 1.00 | 0.00 | $ 462,570.00 | 0.001714 | $792.90 |
| 270003815 | BRUNER, WENDELL D | PO BOX 1222 | FREMONT, NE 68026-1222 USA | 33 W 4TH, FREMONT, NE 68025 | OT N88' LOT 1 BLK 172 | $ 233,747.00 | 1.00 | 0.00 | $ 233,747.00 | 0.001714 | $400.67 |
| 270003836 | RICHARDSON, ROBERT D | 21501 HONEYSUCKI | ELKHORN, NE 68022-1661 USA | 61 W 4TH, FREMONT, NE 68025 | OT E30'N88' LOT 2 BLK 172 | $ 72,763.00 | 1.00 | 0.00 | $ 72,763.00 | 0.001714 | $124.72 |
| 270003829 | BUSCHE, WILLIAM J | 747 E 4TH | FREMONT, NE 68025-0000 USA | 73 W 4TH, FREMONT, NE 68025 | OT W36'N88' LOT 2 BLK 172 & TL 318 | $ 53,232.00 | 1.00 | 0.00 | $ 53,232.00 | 0.001714 | $91.25 |
| 270136240 | KRASNE HOME FURNISHIN | 450 N MAIN | FREMONT, NE 68025-0000 USA | 85 W 4TH, FREMONT, NE 68025 | OT N110' LOT 3 & N110'E6' LOT 4 BLK 172 | $ 115,356.00 | 1.00 | 0.00 | $ 115,356.00 | 0.001714 | $197.73 |
| 270136239 | NIELSEN, TODD B & LORI L | 1413 UTAH | FREMONT, NE 68025-0000 USA | 87 W 4TH, FREMONT, NE 68025 | OT N110' LOT 4 EXC 6'& EXC PT NW CORNER BLK 172~ | $ 128,448.00 | 1.00 | 0.00 | $ 128,448.00 | 0.001714 | $220.17 |
| 270003388 | USTOHAL, RHONDA L & STEVEN | 905 N MORRELL | FREMONT, NE 68025-0000 USA | 403 N MAIN, FREMONT, NE 68025 | OT S22' LOTS 7 & 8 BLK 154 | $ 78,612.00 | 1.00 | 0.00 | $ 78,612.00 | 0.001714 | $134.75 |
| 270003367 | GORACKE, CURT & LYNN | 1080 TIMBERWOOD | AMES, NE 68621-0000 USA | 419 N MAIN, FREMONT, NE 68025 | OT N44' LOTS 7 & 8 BLK 154 | $ 138,788.00 | 1.00 | 0.00 | $ 138,788.00 | 0.001714 | $237.90 |
| 270003360 | STONE INVESTMENTS LLC | 10011 J ST | OMAHA, NE 68127-0000 USA | 423 N MAIN, FREMONT, NE 68025 | OT TL 253 BLK 154 | $ 54,013.00 | 1.00 | 0.00 | $ 54,013.00 | 0.001714 | $92.58 |
| 270003353 | PORTER, CHARLES & ANN | PO BOX 995 | FREMONT, NE 68026-0995 USA | 427 N MAIN, FREMONT, NE 68025 | OT S22' LOTS 1 & 2 BLK 154 | $ 41,792.00 | 1.00 | 0.00 | $ 41,792.00 | 0.001714 | $71.64 |
| 270003346 | GEORGE, MARY H, Tree | ROB GEORGE | 1941 E 16TH ST | 439 N MAIN, FREMONT, NE 68025 | OT MID22'S1/2 LOTS 1 & 2 BLK 154 | $ 62,215.00 | 1.00 | 0.00 | $ 62,215.00 | 0.001714 | $106.64 |
| 270003339 | ROB GEORGE | 1941 E 16TH ST | FREMONT, NE 68025-0000 USA | 447 N MAIN, FREMONT, NE 68025 | OT S44'N1/2 LOTS 1 & 2 & N22'S1/2 LOTS 1 & 2 BLK 154 | $ 169,257.00 | 1.00 | 0.00 | $ 169,257.00 | 0.001714 | $290.13 |
| 270003332 | CORNER LINE LLC | 453 N MAIN ST | FREMONT, NE 68025-5059 USA | 453 N MAIN, FREMONT, NE 68025 | OT N22' LOTS 1 & 2 BLK 154 | $ 83,383.00 | 1.00 | 0.00 | $ 83,383.00 | 0.001714 | $142.93 |
| 270003563 | STEWART, JANET E | 425 N H ST | FREMONT, NE 68025-4935 USA | 425 N H, FREMONT, NE 68025 | OT N54' LOTS 7 & 8 BLK 157 & TL 283 | $ 124,529.00 | 1.00 | 0.00 | $ 124,529.00 | 0.001714 | $213.46 |
| 270003430 | LONGACRES INC | 150 E MILITARY AV | FREMONT, NE 68025-0000 USA | 235 W 5TH, FREMONT, NE 68025 | OT E1/2 LOT 3 BLK 156 & TL 269 | $ 60,976.00 | 1.00 | 0.00 | $ 60,976.00 | 0.001714 | $104.52 |
| 270003437 | SOLDAN, MATT | 1522 N CLARKSON | FREMONT, NE 68025-0000 USA | 237 W 5TH, FREMONT, NE 68025 | OT W1/2 LOT 3 BLK 156 & TL 270 | $ 50,739.00 | 1.00 | 0.00 | $ 50,739.00 | 0.001714 | $86.97 |
| 270003444 | BOMAR, LLC | 2564 COUNTY RD 1 | FREMONT, NE 68025-0000 USA | 251 W 5TH ST, FREMONT, NE 68025 | OT N1/2 LOT 4 BLK 156 | $ 46,833.00 | 1.00 | 0.00 | $ 46,833.00 | 0.001714 | $80.28 |
| 270003451 | % JEFF EDWARDS | 2020 N 55TH ST | OMAHA, NE 68104-4238 USA | 420 - 430 N H, FREMONT, NE 68025 | OT S29.6' LOT 4 BLK 156 & TL 271 | $ 73,973.00 | 1.00 | 0.00 | $ 73,973.00 | 0.001714 | $126.80 |
| 270003458 | GABE MACKEY | 440 N H | FREMONT, NE 68025-0000 USA | 440 N H, FREMONT, NE 68025 | OT N36.6'S1/2 LOT 4 BLK 156 | $ 52,708.00 | 1.00 | 0.00 | $ 52,708.00 | 0.001714 | $90.35 |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| 270003472 | ECO WATER SYSTEMS | PO BOX 290 | FREMONT, NE 68026-0290 USA | 250 W 4TH, FREMONT, NE 68025 | OT LOTS 5 & 6 BLK 156 & TL 265 & 272 | $ 286,006.00 | 1.00 | 0.00 | $ 286,006.00 | 0.001714 | $490.25 |
| 270003493 | SMITH, SHANNON | 405 N BROAD | FREMONT, NE 68025-0000 USA | 405 N BROAD, FREMONT, NE 68025 | OT S1/2 LOTS 7 & 8 BLK 156 & TL 267 | $ 121,475.00 | 1.00 | 0.00 | $ 121,475.00 | 0.001714 | $208.22 |
| 270003486 | BAKER BARTON LLC | 3301 WOODS DR | FREMONT, NE 68025-2186 USA | 425 N BROAD, FREMONT, NE 68025 | OT N1/2 LOTS 7 & 8 BLK 156 & TL 266 | $ 168,299.00 | 1.00 | 0.00 | $ 168,299.00 | 0.001714 | $288.48 |
| 270003423 | BAKER, ADAM M & ALEX T | 1025 N BROAD ST | FREMONT, NE 68025-4131 USA | 433 - 435 N BROAD, FREMONT, NE 68025 | OT S44' LOTS 1 & 2 BLK 156 & TL 268 | $ 105,325.00 | 1.00 | 0.00 | $ 105,325.00 | 0.001714 | $180.54 |
| 270003416 | BAKER, DUANE L & NANCY M | 3301 WOODS DR | FREMONT, NE 68025-2186 USA | 437 N BROAD, FREMONT, NE 68025 | OT N22'S1/2 LOTS 1 & 2 BLK 156 | $ 29,898.00 | 1.00 | 0.00 | $ 29,898.00 | 0.001714 | $51.25 |
| 270003409 | BAKER, DUANE L & NANCY M | 3301 WOODS DR | FREMONT, NE 68025-2186 USA | 437 N BROAD, FREMONT, NE 68025 | OT S22'N1/2 LOTS 1 & 2 BLK 156 & TL 274 | $ 13,860.00 | 1.00 | 0.00 | $ 13,860.00 | 0.001714 | $23.76 |
| 270003402 | DURAN, OSCAR & KATIE | 445 N BROAD | FREMONT, NE 68025-0000 USA | 445 N BROAD, FREMONT, NE 68025 | OT N44' LOTS 1 & 2 BLK 156 & TL 273 | $ 170,800.00 | 1.00 | 0.70 | $ 170,800.00 | 0.001714 | $292.77 |
| 270002807 | BQ & ASSOCIATES P.C | 14211 ARBOR ST ST | OMAHA, NE 68144-2312 USA | 520 N H, FREMONT, NE 68025 | OT N44' LOT 5 BLK 141 | $ 66,024.00 | 1.00 | 0.00 | $ 66,024.00 | 0.001714 | $113.17 |
| 270002828 | BRONTE HOLDINGS 1 LLC | 11726 N 188TH CIR | BENNINGTON, NE 68007-6018 USA | 507 N BROAD, FREMONT, NE 68025 | OT S44' LOTS 7 & 8 BLK 141 & TL 218 | $ 95,585.00 | 1.00 | 0.00 | $ 95,585.00 | 0.001714 | $163.84 |
| 270002821 | BRONTE HOLDINGS 1 LLC | 11726 N 188TH CIR | BENNINGTON, NE 68007-6018 USA | 511 - 519 N BROAD, FREMONT, NE 68025 | OT N66'S110' LOTS 7 & 8 BLK 141 | $ 147,186.00 | 1.00 | 0.00 | $ 147,186.00 | 0.001714 | $252.29 |
| 270002835 | KEYES, MALINI | 9040 SILVER OAK R | LINCOLN, NE 68526-0000 USA | 521 N BROAD, FREMONT, NE 68025 | OT N22' LOTS 7 & 8 BLK 141 | $ 38,752.00 | 1.00 | 0.00 | $ 38,752.00 | 0.001714 | $66.43 |
| 270002842 | COUNTRY WORKS LLC | 29 W 6TH | FREMONT, NE 68025-0000 USA | 23 W 6TH, FREMONT, NE 68025 | OT S125' LOTS 1 & 2 BLK 142 & E1/2 ALLEY ON W | $ 676,756.00 | 1.00 | 0.00 | $ 676,756.00 | 0.001714 | $1,160.04 |
| 270002849 | PINNACLE BANK | 99 W 6TH ST | FREMONT, NE 68025-4955 USA | 99 W 6TH, FREMONT, NE 68025 | OT S125' LOTS 3 & 4 BLK 142 & W1/2 ALLEY ON E | $ 438,950.00 | 1.00 | 0.00 | $ 438,950.00 | 0.001714 | $752.41 |
| 270002940 | DOMINION CATALYST SERVICES INC | 1149 N H ST | FREMONT, NE 68025-4142 USA | 105 E 6TH, FREMONT, NE 68025 | OT W44'N100' LOT 4, S32' LOTS 3 & 4 BLK 143 & TL 220 & 221 | $ 184,355.00 | 1.00 | 0.00 | $ 184,355.00 | 0.001714 | $316.01 |
| 270002898 | O'CONNOR, VINCENT & KERSTEN, Jr - **CHECK FOR NEW OWNER!!!** | 2596 FOX RUN | FREMONT, NE 68025-7973 USA | 141 - 145 E 6TH, FREMONT, NE 68025 | OT W63'S59'N1/2 LOT 2 & W21'N14'S1/2 LOT 2 BLK 143 | $ 134,082.00 | 1.00 | 0.00 | $ 134,082.00 | 0.001714 | $229.83 |
| 270002919 | BLUE BOTTLE COFFEEHOUSE INC | 529 N MAIN | FREMONT, NE 68025-0000 USA | 529 N MAIN, FREMONT, NE 68025 | OT S42' LOTS 1 & 2 BLK 143 & TL 219 | $ 168,752.00 | 1.00 | 0.00 | $ 168,752.00 | 0.001714 | $289.26 |
| 270002891 | DODGE COUNTY TITLE & ESCROW LLC | 549 N MAIN | FREMONT, NE 68025-0000 USA | 549 N MAIN, FREMONT, NE 68025 | OT N1/2 LOTS 1 & N1/2E3' LOT 2 BLK 143 | $ 169,415.00 | 1.00 | 0.00 | $ 169,415.00 | 0.001714 | $290.40 |
| 270002912 | O'CONNOR, VINCENT J & KERSTIN G, Jr | 435 W 21ST ST | FREMONT, NE 68025-0000 USA | 541 N MAIN, FREMONT, NE 68025 | OT N24'S1/2 LOTS 1 & 2 BLK 143 | $ 91,337.00 | 1.00 | 0.00 | $ 91,337.00 | 0.001714 | $156.56 |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| 270002184 | ROHN RENTALS LLC | 1040 N D ST | FREMONT, NE 68025-0000 USA | 304 E 6TH, FREMONT, NE 68025 | OT LOT 5 BLK 122 & TL 189 | $ 197,117.00 | 1.00 | 0.00 | $ 197,117.00 | 0.001714 | $337.88 |
| 270002177 | WINTER, THOMAS P & DOROTHY A | 3347 BRYAN SHORE | FREMONT, NE 68025-3593 USA | 305 E MILITARY, FREMONT, NE 68025 | OT N78' LOT 4 BLK 122 | $ 73,212.00 | 1.00 | 0.00 | $ 73,212.00 | 0.001714 | $125.49 |
| 270002163 | SPAGNOTTI, WILLIAM J & LINDA L | 1233 COUNTY RD 1 | HOOPER, NE 68031-2037 USA | 321 E MILITARY, FREMONT, NE 68025 | OT LOT 3 BLK 122 & TL 186 | $ 133,740.00 | 1.00 | 0.00 | $ 133,740.00 | 0.001714 | $229.25 |
| 270136693 | FREMONT NATIONAL BANK & TRUST | 1620 DODGE ST STOP 1150 | OMAHA, NE 68197-0000 USA | 610 N MAIN, FREMONT, NE 68025 | OT LOTS 3-6 BLK 123 & TL 193 & 194 | $ 1,124,746.00 | 1.00 | 0.00 | $ 1,124,746.00 | 0.001714 | $1,927.94 |
| 270002212 | FREMONT NATIONAL BANK & TRUST | 1620 DODGE ST STI | OMAHA, NE 68197-0000 USA | 238 E 6TH, FREMONT, NE 68025 | OT LOT 7 BLK 123 | $ 26,135.00 | 1.00 | 0.00 | $ 26,135.00 | 0.001714 | $44.80 |
| 270002191 | FERNANDALE INC | 1111 S 185TH CIR | OMAHA, NE 68130-0000 USA | 245 E MILITARY, FREMONT, NE 68025 | OT LOTS 1 & 2 BLK 123 | $ 383,365.00 | 1.00 | 0.00 | $ 383,365.00 | 0.001714 | $657.13 |
| 270002254 | DON PETERSON & ASSOCIATES REAL ESTATE CO | 100 E 6TH ST | FREMONT, NE 68025-5030 USA | 100 E 6TH, FREMONT, NE 68025 | OT W44' LOT 5 BLK 124 | $ 337,068.00 | 1.00 | 0.00 | $ 337,068.00 | 0.001714 | $577.77 |
| 270002261 | MURRAY PROPERTY MANAGEMENT LLC | 605 N BROAD ST | FREMONT, NE 68025-0000 USA | 114 E 6TH, FREMONT, NE 68025 | OT E22' LOT 5 & W44' LOT 6 BLK 124 | $ 254,937.00 | 1.00 | 0.00 | $ 254,937.00 | 0.001714 | $436.99 |
| 270002268 | JELKIN, JOEL L & JANET M | 1967 PARKVIEW DR | FREMONT, NE 68025-0000 USA | 124 E 6TH, FREMONT, NE 68025 | OT E22' LOT 6 BLK 124 | $ 114,401.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270002282 | VITEK, CONNIE JANE, Tree | 1647 W 10TH | FREMONT, NE 68025-0000 USA | 132 E 6TH, FREMONT, NE 68025 | OT W22' LOT 7 BLK 124 | $ 63,089.00 | 1.00 | 0.00 | $ 63,089.00 | 0.001714 | $108.14 |
| 270002296 | FREMONT NATIONAL BANK & TRUST | 1620 DODGE ST STI | OMAHA, NE 68197-0000 USA | 152 E 6TH, FREMONT, NE 68025 | OT LOT 8 & E44' LOT 7 BLK 124 | $ 549,027.00 | 1.00 | 0.00 | $ 549,027.00 | 0.001714 | $941.10 |
| 270002219 | MENN, RODGER J & DEBRA A | 1070 TIMBERWOOD | AMES, NE 68621-0000 USA | 653 N MAIN, FREMONT, NE 68025 | OT N22' LOTS 1 BLK 124 | $ 76,709.00 | 1.00 | 0.00 | $ 76,709.00 | 0.001714 | $131.49 |
| 270002240 | EATING ESTABLISHMENT | 8800 FIRETHORN LI | LINCOLN, NE 68520-1489 USA | 640 N PARK, FREMONT, NE 68025 | OT N88' LOTS 3 & 4 BLK 124 | $ 386,263.00 | 1.00 | 0.00 | $ 386,263.00 | 0.001714 | $662.10 |
| 270002352 | MURRAY PROPERTY MANAGEMENT LLC | 605 N BROAD ST | FREMONT, NE 68025-0000 USA | 84 W 6TH (WEST 1/2), FREMONT, NE 68025 | OT E7' LOT 6 BLK 125 & TL 198 | $ 53,269.00 | 1.00 | 0.00 | $ 53,269.00 | 0.001714 | $91.31 |
| 270002345 | MURRAY PROPERTY MANAGEMENT LLC | 605 N BROAD ST | FREMONT, NE 68025-0000 USA | 84 W 6TH (EAST 1/2), FREMONT, NE 68025 | OT W26'E1/2 LOT 6 BLK 125 | $ 75,656.00 | 1.00 | 0.00 | $ 75,656.00 | 0.001714 | $129.68 |
| 270002303 | HULL, STEVE (ETAL | 637 N PARK AVE | FREMONT, NE 68025-0000 USA | 645 N PARK, FREMONT, NE 68025 | OT N72'E85' LOTS 1 & 2 BLK 125 | $ 33,017.00 | 1.00 | 0.00 | $ 33,017.00 | 0.001714 | $56.59 |
| 270002324 | FREMONT OFFICE EQUIPMENT CO | PO BOX 287 | FREMONT, NE 68026-0287 USA | 648 N BROAD, FREMONT, NE 68025 | OT LOTS 3 & 4 & N72'W47' LOT 2 BLK 125 & TL 196-197 | $ 338,929.00 | 1.00 | 0.00 | $ 338,929.00 | 0.001714 | $580.96 |
| 270003010 | CLEMMER, DEBRA D & GARY | 614 N SPRUCE ST | VALLEY, NE 68064-0000 USA | 233 E 6TH, FREMONT, NE 68025 | OT W22' LOT 2 BLK 144 | $ 66,886.00 | 1.00 | 0.00 | $ 66,886.00 | 0.001714 | $114.65 |
| 270003003 | ANDREWS, AVIS R | PO BOX 1236 | FREMONT, NE 68026-1236 USA | 237 E 6TH, FREMONT, NE 68025 | OT E21.4'N50' LOT 2 BLK 144 | $ 49,173.00 | 1.00 | 0.00 | $ 49,173.00 | 0.001714 | $84.29 |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| 270002989 | NEXT DOOR PROPERTIES LLC | 550 N MAIN ST | FREMONT, NE 68025-5062 USA | 239 E 6TH, FREMONT, NE 68025 | OT N60'W22' LOT 1 BLK 144 | $ 46,775.00 | 1.00 | 0.00 | $ 46,775.00 | 0.001714 | $80.18 |
| 270002982 | LUING LLC | PO BOX 326 | FREMONT, NE 68026-0326 USA | 549 N D, FREMONT, NE 68025 | OT E44'N60' & S72' LOT 1 BLK 144 | $ 225,743.00 | 1.00 | 0.00 | $ 225,743.00 | 0.001714 | $386.95 |
| 270003038 | KARGES, BRUCE & KATHY | 1963 W CALLE COL | COLUMBUS, NE 68601-2775 USA | 534 N MAIN, FREMONT, NE 68025 | OT MID22'S1/2 LOT 4 & MID22'S1/2 LOT 3 BLK 144 | $ 59,830.00 | 1.00 | 0.00 | $ 59,830.00 | 0.001714 | $102.56 |
| 270003031 | DUNKER, JAMES H & KAREN J | PO BOX 197 | CEDAR BLUFFS, NE 68015-0197 USA | 540 N MAIN, FREMONT, NE 68025 | OT N22'S1/2 LOTS 3 & 4 BLK 144 | $ 64,360.00 | 1.00 | 0.00 | $ 64,360.00 | 0.001714 | $110.32 |
| 270003024 | KOW PROPERTIES LLC | 550 N MAIN ST | FREMONT, NE 68025-5062 USA | 544 N MAIN, FREMONT, NE 68025 | OT PT LOTS 3 & 4 BLK 144 | $ 105,786.00 | 1.00 | 0.00 | $ 105,786.00 | 0.001714 | $181.33 |
| 270003017 | KOW PROPERTIES LLC | 550 N MAIN ST | FREMONT, NE 68025-5062 USA | 550 N MAIN, FREMONT, NE 68025 | OT N33'E125' LOTS 3 & 4, S11.25'N44.25'E40.8' LOT 3, S10'N54.25'E26' LOT 3 BLK 144 | $ 139,331.00 | 1.00 | 0.00 | $ 139,331.00 | 0.001714 | $238.83 |
| 270003164 | LINCOLN FEDERAL SAVINGS BANK | PO BOX 288 | FREMONT, NE 68026-0288 USA | 415 E 6TH, FREMONT, NE 68025 | OT LOTS 3 & 4 BLK 146 & TL 443 | $ 577,827.00 | 1.00 | 0.00 | $ 577,827.00 | 0.001714 | $990.46 |
| 270003150 | NEBRASKA FAMILY ADVANTAGE LLC | PO BOX 1915 | FREMONT, NE 68026-1915 USA | 445 E 6TH, FREMONT, NE 68025 | OT LOT 2 EXC E49'S30.5' BLK 146 & TL 442 | $ 150,908.00 | 1.00 | 0.00 | $ 150,908.00 | 0.001714 | $258.67 |
| 270002366 | BROAD STREET APARTMENTS LLC | 2229 BRAMBLEWOO | FREMONT, NE 68025-2896 USA | 641 - 647 N BROAD, FREMONT, NE 68025 | OT S44'N88' LOTS 1 & 2 BLK 126 | $ 118,955.00 | 1.00 | 0.00 | $ 118,955.00 | 0.001714 | $203.90 |
| 270001988 | REEVES, RONALD D & KATHLEEN R, Tree | 2233 E 19TH | FREMONT, NE 68025-0000 USA | 222 W MILITARY, FREMONT, NE 68025 | OT S44' LOTS 9 & 10 BLK 111 EXC HWY ROW | $ 100,346.00 | 1.00 | 0.00 | $ 100,346.00 | 0.001714 | $172.00 |
| 270002814 | L & T ENTERPRISES | 2484 COUNTY RD 1 | FREMONT, NE 68025-7940 USA | 226 - 230 W 5TH, FREMONT, NE 68025 | OT LOT 6 BLK 141 & TL 217 | $ 111,829.00 | 1.00 | 0.00 | $ 111,829.00 | 0.001714 | $191.69 |
| 270002793 | PEBLEY, GARY & DARLENE, Tr | 237 W 6TH ST | FREMONT, NE 68025-4919 USA | 235 - 237 W 6TH, FREMONT, NE 68025 | OT LOT 3 EXC N53'W22' BLK 141 & TL 215 | $ 188,508.00 | 1.00 | 0.00 | $ 188,508.00 | 0.001714 | $323.12 |
| 270002800 | PEBLEY, GARY & DARLENE, Tr | 237 W 6TH ST | FREMONT, NE 68025-4919 USA | 239 W 6TH, FREMONT, NE 68025 | OT N53'W22' LOT 3 BLK 141 | $ 53,993.00 | 1.00 | 0.00 | $ 53,993.00 | 0.001714 | $92.55 |
| 270002786 | ROESCH, ROBERT E & SUSAN M | 553 N BROAD | FREMONT, NE 68025-0000 USA | 553 N BROAD, FREMONT, NE 68025 | OT N22' LOTS 1 & 2 BLK 141 & TL 113 | $ 107,173.00 | 1.00 | 0.00 | $ 107,173.00 | 0.001714 | $183.71 |
| 270002422 | COULTER, MARK S | 2220 GAETH AVE | FREMONT, NE 68025-0000 USA | 240 W 6TH, FREMONT, NE 68025 | OT S55' LOT 5 BLK 126 | $ 40,779.00 | 1.00 | 0.00 | $ 40,779.00 | 0.001714 | $69.90 |
| 270002394 | MURRAY, ROBERT K & SANDRA L TRUSTEES REV TRUSTS | 605 N BROAD ST | FREMONT, NE 68025-4932 USA | 640 - 658 N H, FREMONT, NE 68025 | OT S64.2'N120' LOT 4 BLK 126 | $ 100,000.00 | 1.00 | 0.00 | $ 100,000.00 | 0.001714 | $171.41 |
| 270002359 | BROAD STREET APARTMENTS LLC | 2229 BRAMBLEWOO | FREMONT, NE 68025-0000 USA | 225 W MILITARY, FREMONT, NE 68025 | OT N44' LOTS 1 & 2 BLK 126 EXC HWY ROW | $ 134,494.00 | 1.00 | 0.00 | $ 134,494.00 | 0.001714 | $230.54 |
| 270002387 | BLOEMKER-SMITH INVESTMENTS LLC | PO BOX 587 | BROKEN BOW, NE 68822-0000 USA | 235 W MILITARY, FREMONT, NE 68025 | OT LOT 3 BLK 126 & TL 199 | $ 101,634.00 | 1.00 | 0.00 | $ 101,634.00 | 0.001714 | $174.21 |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| 270002401 | L & M YOUNG LLC | 7706 N 151ST CIR | BENNINGTON, NE 68007-1569 USA | 247 W MILITARY, FREMONT, NE 68025 | OT N55.8' LOT 4 BLK 126 | $ 78,376.00 | 1.00 | 0.00 | $ 78,376.00 | 0.001714 | $134.35 |
| 270002009 | MARSAL INC | 2020 N 55TH ST | OMAHA, NE 68104-4238 USA | 90 W MILITARY, FREMONT, NE 68025 | OT E36' LOT 8 BLK 112 & TL 161 | $ 45,948.00 | 1.00 | 0.00 | $ 45,948.00 | 0.001714 | $78.76 |
| 270002002 | KWIK SHOP INC | 734 E 4TH AVE | HUTCHINSON, KS 67501-0000 USA | 710 N BROAD, FREMONT, NE 68025 | OT LOTS 4- 7 & W30' LOT 8 BLK 112 & TL 160 & EXC HWY ROW (RE-PLAT KNOWN AS FREMONT KWIK SHOP LOT 1) | $ 1,051,546.00 | 1.00 | 0.00 | $ 1,051,546.00 | 0.001714 | $1,802.47 |
| 270002023 | SHILOH CENTER LLC | 11518 IOWA CIR | OMAHA, NE 68142-0000 USA | 114 E MILITARY, FREMONT, NE 68025 | OT S110' LOT 6 BLK 113 & W8' VAC ALLEY ON E (PT TL167) | $ 224,504.00 | 1.00 | 0.00 | $ 224,504.00 | 0.001714 | $384.83 |
| 270002030 | LONGACRES INC | 150 E MILITARY AV | FREMONT, NE 68025-0000 USA | 150 E MILITARY, FREMONT, NE 68025 | OT LOTS 7 & 8 BLK 113 & TL 113 | $ 175,086.00 | 1.00 | 0.00 | $ 175,086.00 | 0.001714 | $300.12 |
| 270002016 | THORNHILL'S TEA PUB LTD | 100 HAMPTON GAP | MARS HILL, NC 28754-0000 USA | 732 N PARK, FREMONT, NE 68025 | OT N26' LOT 5 BLK 113 & TL 165 | $ 51,820.00 | 1.00 | 0.00 | $ 51,820.00 | 0.001714 | $88.83 |
| 270002044 | FIRST BANK-CORPORATE PROPERTIES | 2800 E LAKE ST | MINNEAPOLIS, MN 55406-0000 USA | 210 E MILITARY, FREMONT, NE 68025 | OT LOT 4 EXC N66', LOT 3 EXC N66'W24' BLK 114 | $ 945,738.00 | 1.00 | 0.00 | $ 945,738.00 | 0.001714 | $1,621.10 |
| 270002093 | MILITARY COLONIAL BUILDING LLC | 340 E MILITARY AV | FREMONT, NE 68025-0000 USA | 340 E MILITARY, FREMONT, NE 68025 | OT LOTS 7 & 8 & S58' LOTS 1 & 2 BLK 115 & TL 177,178 & 185 | $ 476,319.00 | 1.00 | 0.00 | $ 476,319.00 | 0.001714 | $816.47 |
| 270002079 | WINNETOON LLC | 100 E 6TH ST | FREMONT, NE 68025-5030 USA | 309 - 311 E 8TH, FREMONT, NE 68025 | OT N68' LOTS 3 & 4 BLK 115 & TL 180 | $ 77,071.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270001932 | GOETZ, MICHELLE | 217 W 8TH ST | FREMONT, NE 68025-4901 USA | 217 W 8TH, FREMONT, NE 68025 | OT N110' LOT 3 BLK 111 | $ 92,321.00 | 1.00 | 0.00 | $ 92,321.00 | 0.001714 | $158.25 |
| 270001946 | CUSICK, RICHARD E (III | 249 W 8TH | FREMONT, NE 68025-0000 USA | 249 W 8TH, FREMONT, NE 68025 | OT N88'W33-1/3' LOT 5 & N88' LOT 6 BLK 111 | $ 108,581.00 | 0.00 | 1.00 | $ - | 0.001714 | $0.00 |
| 270136245 | WI-SIM CO LLC | 92 W 5TH | FREMONT, NE 68025-0000 USA | 92 W 5TH, FREMONT, NE 68025 | OT E50'S88' LOT 6 BLK 142 | $ 125,461.00 | 1.00 | 0.00 | $ 125,461.00 | 0.001714 | $215.05 |
| 270003395 | MITCHELL, DAVID C, ETAL | 81 W 5TH ST | FREMONT, NE 68025-4951 USA | 81 W 5TH, FREMONT, NE 68025 | OT E32'N110' LOT 3 BLK 155 | $ 189,664.00 | 1.00 | 0.00 | $ 189,664.00 | 0.001714 | $325.11 |
| | | | | | | $ 31,317,622.00 | | | $ 28,116,919.51 | | $48,195.63 |
| | | | | | | $ 48,195.62 | | | | | |

**STAFF REPORT**

TO: Honorable Mayor and City Council

FROM: Lottie Mitchell, Grant Coordinator

DATE: February 25, 2020

SUBJECT: WholeStone Farms II, LLC Local Option Economic Development Fund Application

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**Recommendation:** Approve Resolution 2020-052.

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**Background:** The City of Fremont has a Local Option Economic Development (LB840) Plan (the Plan) and loan fund for the purposes of creating new jobs, expanding the labor market, retaining existing jobs, attracting new capital investment, broadening the tax base, and providing economic diversification to ensure economic stability and vitality for the City of Fremont and surrounding areas.

Applications are submitted to the plan administrator (City of Fremont) for review. Once the plan administrator has reviewed and determined the application is eligible for LB840 funds, the application is reviewed by the Citizens Advisory Review Committee (CARC) and the Local Option Review Team (LORT).

The CARC reviews the application from the standpoint of compliance with the Plan. The LORT reviews the application from the standpoint of project feasibility and the potential future economic benefit to the community of Fremont. Both committees make recommendations to the City Council. The City Council then considers the overall benefits to the community and has final authority on approval of the application.

WholeStone Farms II, LLC has submitted an application to the LB840 fund. They are proposing a $331,300,000 project with a series of capital improvements to modernize their existing facility. They currently employ over 1,300 people and intend to create an additional 815 new, full-time, benefited positions and are requesting a $1,300,000 Local Option Economic Development Fund (LB840) Loan.

The requested terms of the LB840 loan are $1,300,000 at zero (0%) percent interest rate, forgiven over a sixty (60) month period, subject to the following conditions being met:

1) Year 1 – At least $20 million of investment made into the project by the end of the first year.
2) Year 2 – At least $75 million of investment made into the project by the end of the second year.
3) Year 3 – At least $150 million of investment made into the project by the end of the third year.
4) Year 4 – 1,600 full-time equivalent jobs (in total) by the end of the fourth year; average job wage must be at least $17.00 per hour with benefits.

5) Year 5 – 1,900 full-time equivalent jobs (in total) by the end of the fifth year; average job wage must be at least $17.00 per hour with benefits.

WholeStone Farms has also submitted an application for annexation into the City limits. The estimated income to the City from property taxes paid by WholeStone is estimated near $36,000 annually. This amount is based on the current condition of their property and does not include future expansion or increased property values. Currently, the City does not receive any property or sales tax from WholeStone as they are located in the County Industrial Tract.

The WholeStone Farms properties are within an area that has been designated as blighted and substandard, and for which a redevelopment plan has been approved. An amendment to the redevelopment plan is anticipated.

The CARC reviewed the application on January 28, 2020 and determined the project complies with the Local Option Economic Development Fund Plan. The Committee voted unanimously (3-0) to recommend City Council approve the application as submitted.

The LORT reviewed the application on January 30, 2020 and considered the project from the following perspectives: job creation, community impact, and investment. The LORT voted 4-0, with 1 abstention, to recommend City Council approve the application as submitted.

**Fiscal Impact:** Local Option Economic Development Fund - $1,300,000, projected to be paid in Fall of 2020.

# CITY OF FREMONT, NEBRASKA
# REQUEST FOR ASSISTANCE AGREEMENT

THIS REQUEST, is made on this 18th day of January, 20 20, by Chris Venteicher, of WholeStone Farms II LLC (hereinafter referred to as the ("Applicant") to the City of Fremont, Nebraska (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, APPLICANT has requested the CITY to investigate the feasibility of obtaining an Local Option Development Plan Loan or Economic Enhancement Loan in connection with the financing of a project to be undertaken by Applicant.

NOW, THEREFORE, in consideration of the request the following may be done:

1. City agrees to work with the Applicant to investigate the feasibility of obtaining financing through a Local Option Development Plan Loan or Economic Enhancement Loan for the Project. City will investigate the financial condition of Applicant and determine whether or not a Local Option Development Plan Loan Application or Economic Enhancement Loan Application is appropriate. City will submit the needed paperwork for a Local Option Development Plan Loan or Economic Enhancement Loan for the Applicant to the appropriate committees and City Council, if:

a. Applicant is within the eligibility criteria and the Project is likely to be approved by the City Council for an Local Option Development Plan Loan or Economic Enhancement Loan, and;
b. All other elements of the Project can be financed and /or paid for through the infusion of equity capital by the Applicant.

2. If the City determines, in its sole discretion, that the Applicant is eligible for a Local Option Development Plan Loan or Economic Enhancement Loan, then, and in such event, City will advise and consult with the Applicant in the preparation by the Applicant for a complete set of Loan documents together with supporting exhibits, for the purpose of making applications for an Local Option Development Plan Loan or Economic Enhancement Loan (hereinafter referred to as the "Loan Package"). The Loan Package shall be for the sole benefit of the Applicant provided however, that such Loan Package shall be used by the City in connection with the Application for a City Loan on behalf of the Applicant, provided, however, that the Loan Package may be used by the Applicant in seeking financial assistance or guarantees from other governmental agencies and/or private lenders.

3. Applicant hereby acknowledges that the Applicant is charged with the actual responsibility of preparing the Loan Package, and that the City's sole responsibility in connection with the preparation of the Loan Package shall be to consult with and advise the Applicant. The Applicant further acknowledges that the Applicant will be required to promptly and accurately supply financial information concerning the Project, the operation of Project, together with the manner, method and terms of financing the Project. Applicant further specifically acknowledges and agrees that the obtaining of a Local Option Development Plan Loan or Economic Enhancement Loan, or any other financing is dependent upon many factors that the City cannot control, including but not limited to economic factors and the decisions of the City Council, accordingly, the City does not guarantee that the Applicant will obtain financing for the Project. Applicant hereby covenants and agrees that City shall not be responsible, in any manner, or liable to the Applicant or any other person in the event that the Applicant is unable to obtain a Local Option

Development Plan Loan or Economic Enhancement Loan for the Project, or any other type of financing for the Project, whether from the City or any other governmental or public source, or from any private financing sources. Applicant also further covenants and agrees that the City shall not be liable for any of the debts or obligations incurred in and for the assistance of benefit of the Applicant. Applicant further agrees that Applicant will hold the City harmless, and pay all costs and expenses, including attorney's fees, in the event that any claim is made or lawsuit is filed by or against the City arising out of any transaction with or assistance to the Applicant which may in any way be connected with the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, caused to be duly executed this Agreement, and have affixed or caused to be duly affixed hereto there seals, this 18th day of January, 2020.

APPLICANT

BY: Chris Venteicher- WholeStone Farms II LLC

FREMONT
NEBRASKA PATHFINDERS

# Economic Enhancement Fund and Local Option Economic Development Loan Fund Application (Application is an Official Public Document)

**PART I.**

**A. Business (Borrower) Information:**

Name of Business to Receive Assistance: WholeStone Farms II LLC

Address: 900 South Platte Ave

Fremont (City) NE (State) 68025 (Zip)

Contact Person: Chris Venteicher Telephone No. (402) 753-3207 FAX No. (402) _____

Business Classification (mark one): X Manufacturing ____ Warehousing and Distribution
____ Service ____ Research and Development
____ Administrative Management Headquarters

Federal ID #: 83-1133177

Business Organization (mark one): ____Proprietorship ____Corporation ____Partnership X Other

Does the Company have a Parent or Subsidiaries? ____ Yes X No

If Yes, Identify Name: _____

Address: _____

City State Zip

Business Type: X Start-up (0-5 yrs old) ____Buyout ____Existing If existing, years in Business____

**Ownership Identification:** *List all officers, directors, partners, owner, co-owners and all stockholders with 20% or more of the stock.*

| Name | Title | Ownership % |
|---|---|---|
| No one over 20% | | |
| | | |
| | | |
| | | |

Employment Information
Personnel: **(Full-Time-Equivalent, FTE is based upon 2,080 hours per year.)**

Existing Number of Full-Time Equivalent Positions: 1350
Full-Time-Equivalent Positions to be **Created** within 48 months of Application Approval: 815

If Jobs Would Be Lost Without Loan Approval, Total Number of Full-Time-Equivalent Jobs **Retained**: 1200

What is the Average Wage for Employees? $17.88/hr base wage rate

Please describe all benefits which the business provides to employees:
Health, Dental, Vision, Life, Disability, 401K

## B. Project Information

| USES OF FUNDS: | Total Project Cost | Loan Funds Requested | Total Funds |
|---|---|---|---|
| Land Acquisition | | | |
| Building Acquisition | | | |
| Renovation | $58,000,000 | | $58,000,000 |
| New Facility Construction | $116,000,000 | | $116,000,000 |
| Acquisition of Machinery/Equipment | $112,600,000 | $1,300,000 | $113,900,000 |
| Acquisition of Furniture/Fixtures | | | |
| Working Capital (Includes Inventory) | $15,000,000 | | $15,000,000 |
| Other (Specify) | $28,400,000 | (Design Fees, Contractor Fees, Contingency) | $28,400,000 |
| **Total:** | $330,000,000 | $1,300,000 | $331,300,000 |

**Project Schedule:**
The projects rolled up in the attached numbers are scheduled to start spring of 2020 and will be completed by Mid-year 2023. There are 8 main projects that will happen over this time span, wastewater will be the first completed as construction will start in the spring of 2020. The balance of the projects timing is not yet confirmed, a rough timeline is on the attached document.

The numbers above do not include the CO2, Coolers, and New Office/Cafetieria Projects.

## C. SOURCES OF FUNDS:

**Note:** *Public sources of financing require the participation of a Bank and/or an injection of equity (non-debt) funds.*

**Participating Lender Information:**

Name of Lending Institution: First National Bank of Omaha
Address: 1620 Dodge Street, Stop #1057, Omaha, NE 68197
Contact Person: Ken Feaster Phone ( 636 ) 681-1370
Loan Amount: $ 150,000,000 Loan Term: (Yrs) 12-year amortization on 5-year note
Interest Rate: 3.90 % ____ Variable X Fixed
Collateral Required: 1st lien on all business assets Equity Required: $150,000,000

**Equity Information:**

Amount available from business or owners for investment: $ 150,000,000
Source of owner's equity into project: Capital contibution from members

Project Location:

_____ Within the City Limits of (Fremont)
__X__ Outside of City Limits but within the Zoning Jurisdiction of (Fremont)
_____ Unincorporated Area (Dodge County)

**D. ATTACH THE FOLLOWING:** ***(Items 8-13 shall be considered confidential)***

(1) Brief description of the business' history.

WholeStone Farms was established in 2017 by over 200 producers to create and capture value in the pork supply chain. Our 200+ family farmers all live right here in the Midwest and have a legacy of family farming raising collectively 12MM pigs per year. While our name is new to the area our facility is not, we have been here for the past 73 years as a hog processing facility and continue the growth for the Fremont area. We are excited about the growth happening at our plant today. WholeStone Farms currently boasts 700,000 sq feet and is one of the largest processing facilities in the area with production boasting over 10,600 hogs per day.

(2) Brief description of the proposed project. Has any part of this project been started? __X__ Yes _____ No

This project is a complete modernization of the facility as well as now having the ability to harvest 22,000 head a day when double shifted.
A couple projects have already been completed (CO2 stun and new carcass coolers)
We are also in the middle of the new office, cafeteria, and employee locker room expansion that will be completedn June of 2020. These 3 projects are not included in the numbers above.
A description of each phase of the projects remaining is on the attached time line.

(3) Description of Impact of Project on Applicant and Community: _____

WholeStone Farm's mission is to provide customers with quality pork products they can trust in a culture that fosters innovation and opportunity. Innovation and opportunity are both benefits that come from our expansion project. WholeStone Farms' new state-of-the-art procession floor will provide not only an opportunity for jobs, but growth and innovation. The Fremont community is known for its strong foundation, agricultural heritage and talented workforce, all of these characteristics are shared by WholeStone Farms workforce. Building on the city's diversity and growth mentality we are excited to grow WholeStone Farms here in Fremont. With this project, our facility will increase production, giving employees more opportunities and flexibility in shift options. We anticipate the availability of 800 more positions at WholeStone Farms. This allowing more people to relish in the great amenities Fremont has to offer.

(4) Have you ever declared bankruptcy? __X__ No _____ Yes If yes, Bankruptcy Chapter _____
Case # _____ Date of Deposition/Discharge _____

(5) Are there any unsatisfied judgments against you? __X__ No _____ Yes
Amount per month _____ To Whom _____

(6) Have you defaulted on any previous loan? __X__ No _____ Yes Give details _____

(7) Are you a party to a lawsuit? __X__ No _____ Yes Give details _____

(8) __NA__ 3-Year historical balance sheets and operating statements. Current statements less than 90 days old. (Existing Businesses Only). Provide the following and reconcile to current balance sheet:
__X__ Aging of Accounts Payable and Accounts Receivable.
__–__ List of current obligations.

(9) __NA__ Personal Financial Statement and resumes for each person owning 20% or more of the business.

(10) __NA__ Credit Report from Credit Reporting Agency. Contact your bank for information.

(11) __NA__ Monthly cash flow analysis for the next 12 months and for new businesses, 3 months beyond the breakeven point.

(12) __X__ Indemnification Agreement

(13) __NA__ Tax Returns for the last two years

Once all documents have been received, the City of Fremont staff will review the application to determine if it meets the Local Option Economic Development Plan Fund or Economic Enhancement Loan Fund eligibility requirements. If eligible, a meeting will be scheduled with you.

The above information is accurate to the best of my knowledge and belief. The above information is provided to help you evaluate the feasibility of obtaining public financial assistance. I understand that pages 1-3 of this application are public information and are subject to public disclosure during the application process.

Dated: 1/18/20 Signature: _____

**RESOLUTION NO. 2020-052**

**A Resolution of the City Council of the City of Fremont, Nebraska, approving a Local Option Economic Development Loan for $1,300,000 to WholeStone Farms II, LLC, authorizing staff to negotiate a loan agreement, and authorizing the Mayor to sign the appropriate loan transactions.**

**WHEREAS,** the City of Fremont, Nebraska, has economic development funds in the form of Local Option Economic Development Plan for the purpose of attracting new industries and retaining or expanding existing businesses in Fremont; and,

**WHEREAS,** WholeStone Farms II, LLC has made an application for $1,300,000 from the Local Option Economic Development Plan; and,

**WHEREAS,** approval is subject to an agreement for a 5-year performance-based forgivable loan with applicable conditions outlined in the loan agreement.

**NOW, THEREFORE BE IT RESOLVED,** the City Council of the City of Fremont approving a Local Option Economic Development Loan for $1,300,000 to WholeStone Farms II, LLC, authorizing staff to negotiate a loan agreement, and authorizing the Mayor to sign the appropriate loan transactions as approved by the City Attorney.

PASSED AND APPROVED THIS 25th DAY OF FEBRUARY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Dave Goedeken, P.E., Director of Public Works/City Engineer
Mark Vyhlidal, Street Superintendent

DATE: February 25, 2020

SUBJECT: 2020 One and Six Year Street Improvement Plan

Recommendation: 1: Move to Open Public Hearing 2: Receive Comments 3: Move to close Public Hearing 4: Approve Resolution 2020-053.

**Background:** Each year the City of Fremont Street Superintendent is required to draft One and Six Year Street Improvement Plan. Attached is a copy of the Draft 2020 One and Six Year Street Improvement Plan for consideration. In previous years the plan was approved and then sent to the NDOT for their consideration and files. This was a requirement for our receipt of federal gas tax dollars. The filing laws have been changed where the locals no longer submit plans to the state, but are still under the obligation to have a plan on file. The City is subject to audit to assure we are meeting our obligation.

This plan was submitted to the Fremont Utilities and Infrastructure Board for their review and comments on February 11, 2020. The plan was approved with no additions or changes by a vote of 5:0.

This plan was submitted to the Fremont Planning Commission for their review and comments on February 18, 2020. The plan was approved with one addition by a vote of 6:0. Commissioner Landholm suggested we consider adding 16th Street from Broad to Bell as an overlay and rehab. project. The project has been added to the One and Six Year Street Improvement Plan in the out years.

**Fiscal Impact:** The plan does not obligate funds, nor authorize any specific project. The Plan is intended as a transportation planning tool for the upcoming years. Public Projects in the One Year Plan are already in the budget and C.I.P. that has been approved.

# 1 & 6 YEAR STREET IMPROVEMENT PROGRAM (2020)

## 1ST YEAR 2020

| | |
|---|---|
| Luther Road South, Morningside to Samuel | $375,000 |
| Bell Street - Linden Avenue to 23rd Street | $700,000 |
| Johnson Road South, Jack Sutton Dr. to Morningside | $1,200,000 |
| Bell Street Viaduct-Cuming Street to South Base of Viaduct | $750,000 |
| Tech. Park, (29th Street and Lincoln Ave) | $800,000 |
| Diers Parkway and 23rd Street Traffic Signal | $200,000 |
| 16th Street - Colson Avenue to Nye Avenue | $55,000 |
| Hwy 77, Southeast Beltway | $40,000,000 |

Private Development

| | |
|---|---|
| Morningside Crossing Subdivision (Private Subdivision) | $500,000 |
| Sunridge Subdivision (Private Subdivision) | $1,200,000 |
| Brookes Hollow 2nd Addtion (Private Subdivision) | $750,000 |
| Country Club Estates Sixth Addition (Private Subdivision) | $1,200,000 |
| Hidden Brook Subdivision | $400,000 |
| **TOTAL 1ST YEAR** | **$48,130,000** |

## 2ND THROUGH 6TH YEAR 2021-2025

| | |
|---|---|
| Rawhide Creek Trail | $607,000 |
| Broad Street (Hwy 77), 9th Street to North Viaduct | $1,500,000 |
| Garfield Street - 16th to 19th Street | $400,000 |
| Mayfair Avenue - 16th to 19th Street | $400,000 |
| Railroad Quiet Zone | $1,100,000 |
| Pierce Street - Military to Linden Avenue | $600,000 |
| 32nd Street - Yager to Luther Road | $1,300,000 |
| Luther Road - Military to 23rd Street | $2,000,000 |
| 1st Street - Bell Street to Luther Road | $1,600,000 |
| Military Avenue - Luther Road to US Highway 275 | $1,510,000 |
| 20th Street - Nye Avenue to H Street | $250,000 |
| Reynolds Road - Clarkson to 2 Blocks East | $250,000 |
| Pierce Street and South Street | $850,000 |
| Westside Addition Street Paving | $1,365,000 |
| 19th Street - Somers to Nye Avenue | $110,000 |
| 23rd/Bell/Yager Intersection | $10,000,000 |
| Northwest Fremont to Hwy 30 Expressway | $1,000,000 |
| Clarkson, 6th Street to 23rd Street Overlay | $1,200,000 |
| 1st Street, Bell Street to Main Street Overlay | $1,200,000 |
| Repair and Rehab. Traffic Signals on 23rd St Corridor | $1,000,000 |
| 16th Street, Bell St. to Broad, Overlay | $750,000 |
| Repair Downtown Alleys | $5,000,000 |
| **TOTAL 2ND THROUGH 6TH YEAR** | **$33,992,000** |

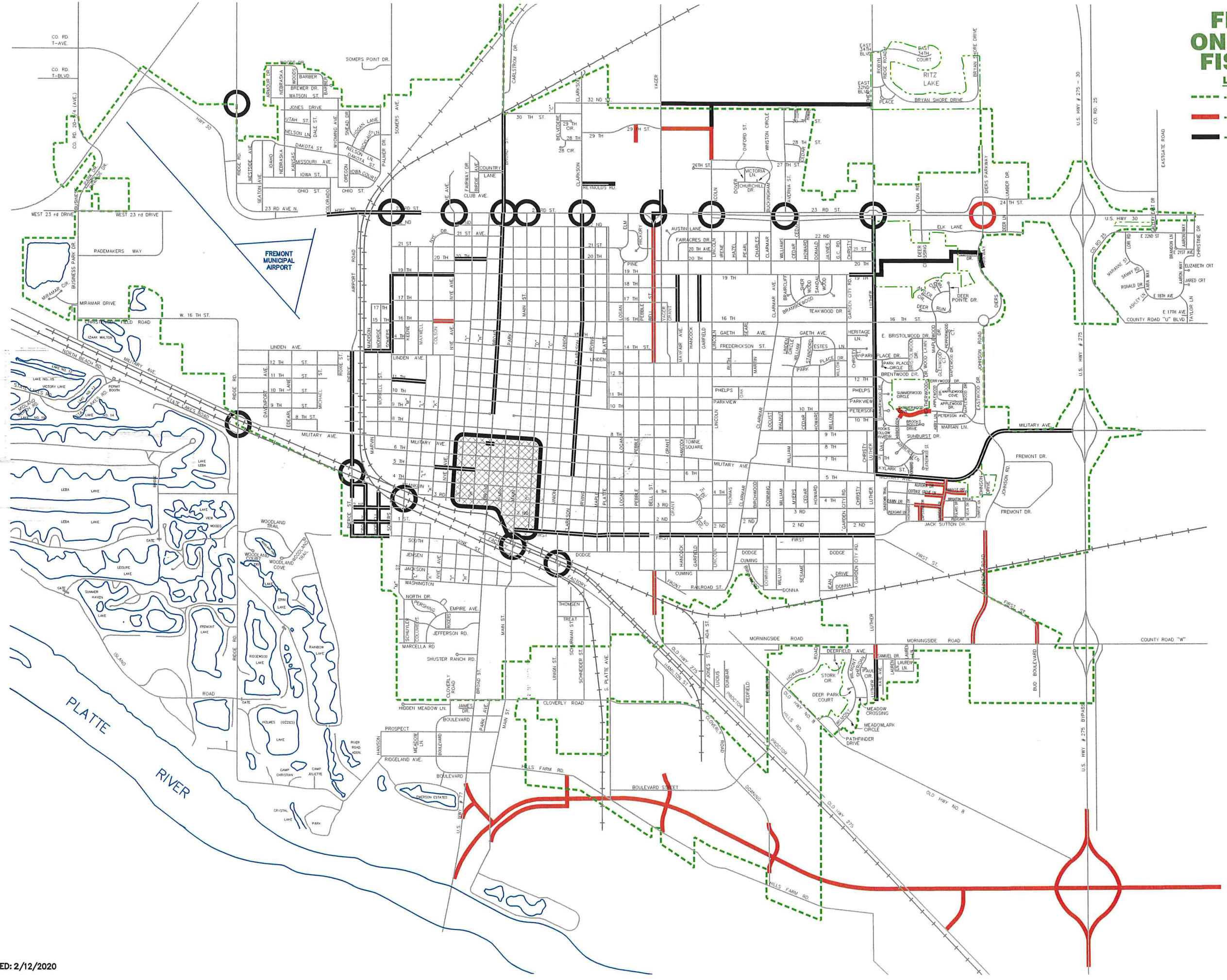
## PROJECTS COMPLETED IN 2019

| | |
|---|---|
| Pedestrian Signals (Phase II) | $250,000 |
| Rawhide Creek Bridge (North Somers Ave) | $250,000 |
| East Military Avenue - Grant to Clarmar Avenue | $250,000 |
| Broad Street (Hwy 77), Boulavard St to 5th St | $750,000 |
| Lincoln Park First Subdivision (Private Subdivision) | $250,000 |
| Morningside Pointe Subdivision (Private Subdivision) | $1,000,000 |
| **TOTAL PROJECTS COMPLETED IN 2020** | **$2,750,000** |

# FREMONT, NEBRASKA
# ONE AND SIX YEAR PLAN
# FISCAL YEAR 2020-2025

**LEGEND**

- --CITY LIMITS
- --ONE YEAR
- --SIX YEAR


FREMONT MUNICIPAL AIRPORT
PLATTE RIVER
RITZ LAKE
BRYAN SHORE DRIVE
MILITARY AVE.
MORNINGSIDE ROAD
COUNTY ROAD "W"
COUNTY ROAD "U" BLVD
U.S. HWY # 275 BYPASS
U.S. HWY # 275 – 30
U.S. HWY 30
OLD HWY NO. 8
OLD HWY 275
HILLS FARM RD.
BOULEVARD STREET
JACK SUTTON DR.
FREMONT DR.
MAIN ST.
LINCOLN
LUTHER
DODGE
CUMING
FIRST
MARIAN LN.
DEER POINTE DR.
DEERFIELD AVE.
MEADOW CROSSING
MEADOWLARK CIRCLE
PATHFINDER DRIVE
STORK CIR.
DEER PARK COURT
CLOVERLY ROAD
MARCELLA RD
SHUSTER RANCH RD.
JEFFERSON RD.
EMPIRE AVE.
RIDGELAND AVE.
PROSPECT
HIDDEN MEADOW LN.
EMERSON ESTATES
LEBA LAKE
LEISURE LAKE
WOODLAND TRAIL
WOODLAND COURT
WOODLAND COVE
RIDGEWOOD LAKE
RAINBOW LAKE
FREMONT LAKE
CRISTAL LAKE
CAMP CHRISTIAN
CAMP JULIETTE
RIVER ROAD ADDN.
LAKE NO. 15
VICTORY LAKE
STATE LAKES RD.
NORTH BEACH RD.
W. 16 TH ST.
LINDEN AVE.
MILITARY AVE.
RIDGE RD.
BUSINESS PARK DR.
RADEMAKERS WAY
MIRAMAR DRIVE
WEST 23 rd DRIVE
CO. RD. T-AVE.
CO. RD. T-BLVD.
CO. RD. 25
EASTGATE ROAD
ELK LANE
DEER LN.
DEERS PARKWAY
LUMBER DR.
MILTON RD.
24 TH ST.
23 RD ST.
22 ND
21 ST
20 TH
19 TH
18 TH
17 TH
16 TH
15 TH
14 TH ST.
13 TH
12 TH
11 TH
10 TH
9 TH
8 TH
7 TH
6 TH
5 TH
4 TH
3 RD
2 ND
1 ST.
SOUTH
JENSEN
JACKSON
WASHINGTON
NORTH DR.
PERSHING
SCHUYLER
COLUMBUS
RIDGE
MARCELLA RD
SHUSTER RANCH RD.
JEFFERSON RD.
EMPIRE AVE.
THOMSEN
TREAT
SCHNEIDER ST.
SCHUMAN ST.
UNION ST.
BROAD ST.
MAIN ST.
S. PLATTE AVE.
ADA ST.
JONES ST.
LUCUS
DUNBAR
PROCTOR
REDFIELD
CLOVERLY
DOWNING
HAMILTON ST.
FACTORY
RAILROAD ST.
FRONT
DONNA
SEGSAME
DEAN
GARDEN CITY RD.
CHRISTY LUTHER
PARKVIEW
PHELPS
PETERSON
HERITAGE LN.
GAETH AVE.
FREDERICKSON ST.
TEAKWOOD DR
BRENTWOOD DR.
E. BRISTOLWOOD DR.
SUNBURST DR.
SUMMERWOOD CIRCLE
APPLEWOOD DR.
MAPLEWOOD COVE
EASTWOOD DR.
JOHNSON ROAD
CHRISTINE DRIVE
BUD BOULEVARD
SAMUEL DR.
LAUREN LN.
E 22ND ST
E 18TH AVE
E 17TH AVE
21ST AVE
ELIZABETH CRT
JARED CRT
TAYLOR LN
BRANDON LN
AARON WAY
CHRISTINE DR
MARANE ST.
SKINNY RD.
RONALD DR.
ASHLEY LN.
LORI RD.
CO. RD. 25
EAST 34TH BLVD.
EAST 32ND BLVD.
EAST 14TH COURT
BYRON PLACE
ROBIN PLACE
YAGER
CARLSTROM DR.
CLARKSON
BELLEVUE
OXFORD ST.
WINSTON CIRCLE
VICTORIA LN.
CHURCHILL DR.
DOVER
BUCKINGHAM
CLAVERNA ST.
FAIRACRES DR.
AUSTIN LANE
COUNTRY LANE
FAIRWAY DR.
CLUB AVE.
RENTNOLDS RD.
SOMERS POINT DR.
SOMERS AVE.
PALMER DR.
WYOMING AVE
SHEAD DR.
LINCOLN LANE
NICOLAS LN.
NELSON DAKOTA LN.
DAKOTA ST.
MISSOURI AVE.
IOWA ST.
IOWA COURT
OHIO ST.
23 RD AVE N.
WOODCREST DR.
ARMOUR DR.
HEBRASKA
BARBER
BREWER DR.
WATSON ST.
JONES DRIVE
UTAH ST.
NELSON ST.
DALE ST.
BAKER
SEATON AVE.
WESTSIDE AVE.
IDAHO
KANSAS
OREGON
COLORADO
HWY 30
HWY 275
CO. RD. 25
CO. RD. 34 (AVE.)
IZAAK WALTON
DAVENPORT
EDGAR
MICHAEL
ROSIE ST.
DIERCE ST.
MADISON
MONROE
EDWARDS
KEENE
MAXWELL
COLFAX
NYE AVE.
MARVIN
LOGAN
PEBBLE
BELL ST.
GRANT
HANCOCK
GARFIELD
MAYFAIR AVE.
HARCOCK
TOWNE SQUARE
CLARMAR AVE.
BRAMBRIDGE
BRAMCLIFF
SHERWOOD
SHAGBAR WOOD
WILLIAMS
CEDAR
HOWARD
DONALD
JAMES
C.C. RD.
CHRISTY
CLARMAR
CHARLES
PEARL
HAZEL
IRENE
LINCOLN
WILLOW
WALNUT
LOCUST
WILLIAM
MYERS
THOMAS
BIRCHWOOD
DOWNING
ESTES LN.
PLACE DR.
PARK PLACE CIRCLE
BROOKS
ROCKS
WILLOW RIVER
SUNRISE ST.
SKYLARK ST.
ROSE ROAD
COTTAGE GROVE LN.
BROOKSIDE CIR.
BROOKSIDE DR.
BROOKSIDE TRAIL
BROOKSIDE PLACE
BROOKSIDE LN.
BROOKSIDE CT.
BROOKSIDE COURT
BROOKSIDE ROAD
BROOKSIDE WAY
BROOKSIDE CIRCLE

**RESOLUTION NO 2020-053**

**A Resolution of the City Council of the City of Fremont, Nebraska, approving the 2020 City of Fremont One Year-Six Year Street Improvement Plan**

**WHEREAS,** Nebraska Statutes requires each municipality to develop a one year plan of street improvements and a long range plan for an additional five years; and,

**WHEREAS**, the public hearing required to be held on the contemplated street improvements for the coming year and succeeding five years has been held and was preceded by a Notice of Hearing published in the Fremont Tribune.

**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL**: That the project and plans as submitted by the Public Works Director and Street Superintendent and reviewed by Utilities and Infrastructure Board and Fremont Planning Commission, be adopted by the Fremont City Council as Fremont's 2020 One Year-Six Year Street Improvement Plan and be kept on file in the City Offices.

PASSED AND APPROVED THIS 25th DAY OF February, 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:** February 25, 2020

**SUBJECT:** Sanitary Sewer District No. SD-704-18

**Recommendation:** Move to Approve Resolution No. 2020-040

**Background:**
Consider Resolution to accept Itemized Statement of Cost, Complete Cost, tentative Schedule of Assessments and the set date of Board of Equalization for Sanitary Sewer District No. 704-18 located in the alley from 18th and 19th Street between Broad Street and Park Avenue.

This item was approved by the Utilities and Infrastructure Board on February 11, 2020 by a 5:0 vote.

**Fiscal Impact:**
The final construction cost of the project is $65,953.69. The cost of engineering and overhead is $7,817.87. The total assessable cost for the Sanitary Sewer District No. 704-18 project is $73,771.56.

**NOTICE OF EQUALIZATION**
SANITARY SEWER DISTRICT NO. 704-18
Fremont, Nebraska

**PUBLISH DATES:**
February 26, 2020
March 11, 2020

**TO THE OWNERS OF ALL LOTS, LANDS, TRACTS AND PARCELS OF LAND ABUTTING AND ADJACENT TO:**

**SANITARY SEWER DISTRICT NO. 704-18.**

Said District comprises and includes the extension of sanitary sewer to beyond the existing system by the construction of sanitary sewer mains. For the purpose of constructing said sanitary sewer mains, within said District, there shall be constructed in an 8-inch 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 to the City of Fremont.

Together with a statement and tentative calculation of the amounts chargeable according to benefits to each lot, part of lot, and piece of ground benefited in said district or project, and said statements and apportionments, being fair and reasonable shall be the proposed plan for the levy of special assessment; and that the Mayor and Council sit as a Board of Equalization in the Council Chambers in the Municipal Building, 400 East Military Avenue, Tuesday, March 24, 2020 at the hour of 7:00 p.m., for the purpose of considering and equalizing the proposed levy of special taxes and assessments now on file in the office of the City Clerk, correcting any errors therein and supplying any omissions in the same; and hearing any complaints that the owners of the property so to be assessed may make and for the purpose of making the levy aforesaid, the Mayor and Clerk are hereby authorized to give notice of this meeting according to law.

Said Special Taxes and Assessments to pay the cost of sanitary sewer and paving in said district are hereby duly authorized to be made as follows:

**SANITARY SEWER DISTRICT NO. 704-18 . . . . . $73,771.56**

CITY OF FREMONT
Scott Getzschman, Mayor

ATTEST:
Tyler Ficken, City Clerk

**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

**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

## 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 from 18th to 19th between Broad Street and Park Ave.

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

Respectfully,

David Goedeken, P.E.
Director of Public Works

**NOTICE OF EQUALIZATION**
SANITARY SEWER DISTRICT NO. 704-18
Fremont, Nebraska

**PUBLISH DATES:**
February 26, 2020
March 11, 2020

**TO THE OWNERS OF ALL LOTS, LANDS, TRACTS AND PARCELS OF LAND ABUTTING AND ADJACENT TO:**

**SANITARY SEWER DISTRICT NO. 704-18.**

Said District comprises and includes the extension of sanitary sewer to beyond the existing system by the construction of sanitary sewer mains. For the purpose of constructing said sanitary sewer mains, within said District, there shall be constructed in an 8-inch 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 to the City of Fremont.

Together with a statement and tentative calculation of the amounts chargeable according to benefits to each lot, part of lot, and piece of ground benefited in said district or project, and said statements and apportionments, being fair and reasonable shall be the proposed plan for the levy of special assessment; and that the Mayor and Council sit as a Board of Equalization in the Council Chambers in the Municipal Building, 400 East Military Avenue, Tuesday, March 24, 2020 at the hour of 7:00 p.m., for the purpose of considering and equalizing the proposed levy of special taxes and assessments now on file in the office of the City Clerk, correcting any errors therein and supplying any omissions in the same; and hearing any complaints that the owners of the property so to be assessed may make and for the purpose of making the levy aforesaid, the Mayor and Clerk are hereby authorized to give notice of this meeting according to law.

Said Special Taxes and Assessments to pay the cost of sanitary sewer and paving in said district are hereby duly authorized to be made as follows:

**SANITARY SEWER DISTRICT NO. 704-18 . . . . . $73,771.56**

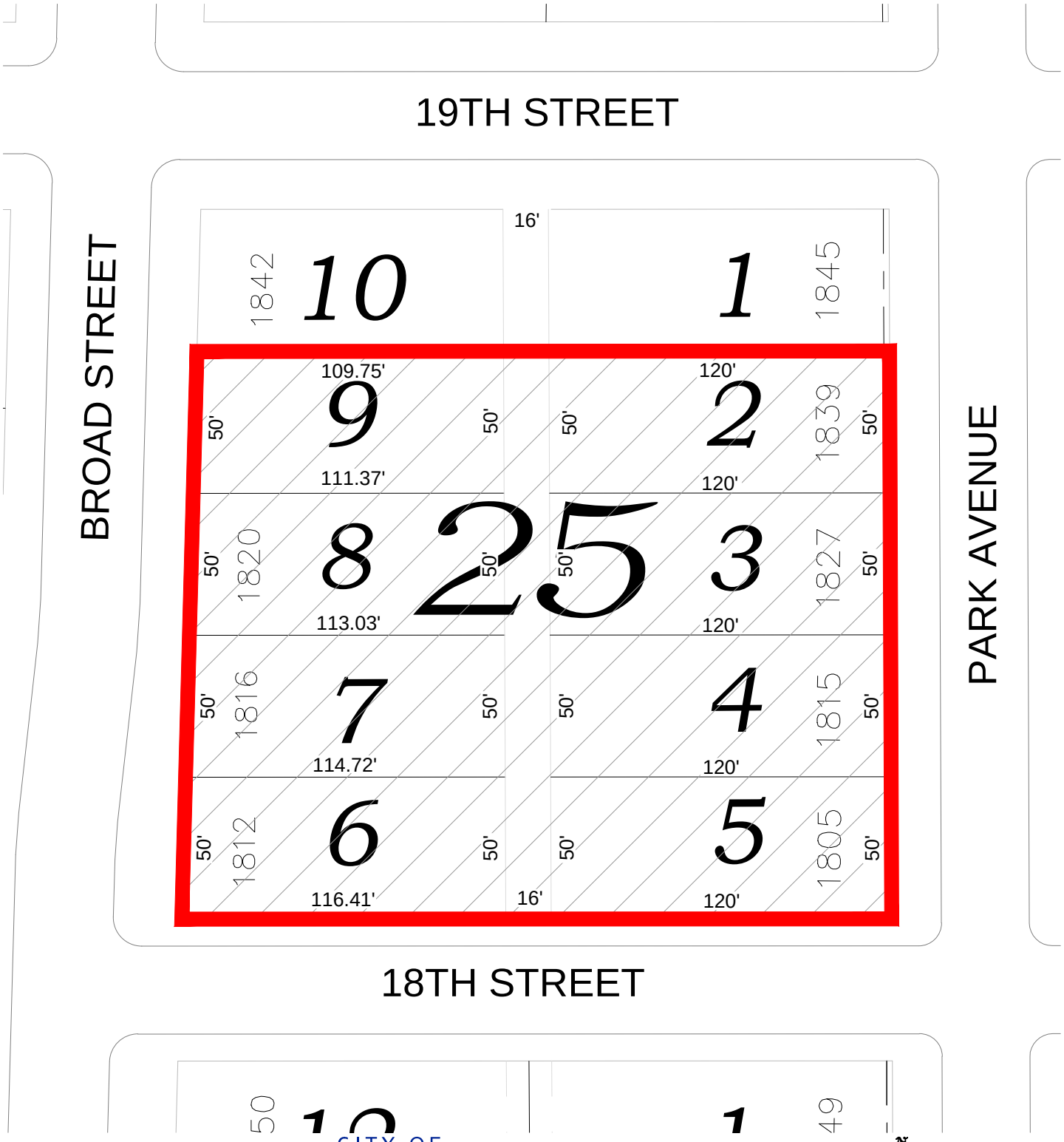
CITY OF FREMONT
Scott Getzschman, Mayor

ATTEST:
Tyler Ficken, City Clerk

# SANITARY SEWER DISTRICT 704-18

## NORTHSIDE ADDITION

## BLOCK 25




CITY OF FREMONT
NEBRASKA PATHFINDERS
PUBLIC WORKS
ENGINEERING DEPARTMENT

0 50 100

C:\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

# RESOLUTION NO. 2020-040

**A Resolution of the City Council of the City of Fremont, Nebraska, to accept Itemized Statement of Cost, Complete Cost, Tentative Schedule of Assessments and set date of Board of Equalization for Sanitary Sewer District No. 704-18.**

NOW, THEREFORE BE IT RESOLVED: That the City of Fremont receive the statement of cost of the Improvements for the following District and Project.

Sanitary Sewer District No. 704-18

Said District comprises and includes the extension of sanitary sewer to beyond the existing system by the construction of sanitary sewer mains. For the purpose of constructing said sanitary sewer mains, within said District, there shall be constructed an 8-inch 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 of the east line of said alley a depth of 120.00 feet, and lying west of the west line of said alley a depth varying from 109.75 to 116.41 feet, excepting Lot 1 and Lot 10, including all of Lots 2 through 9 to the City of Fremont.

Together with a statement and tentative calculation of the amounts chargeable according to benefits to each lot, part of lot, and piece of ground benefited in said district or project, and said statements and apportionments, being fair and reasonable shall be the proposed plan for the levy of special assessment; and that the Mayor and Council sit as a Board of Equalization in the Council Chambers in the Municipal Building, 400 East Military Avenue, Tuesday, March 24, 2020 at the hour of 7:00 p.m., for the purpose of considering and equalizing the proposed levy of special taxes and assessments now on file in the office of the City Clerk, correcting any errors therein and supplying any omissions in the same; and hearing any complaints that the owners of the property so to be assessed may make and for the purpose of making the levy aforesaid, the Mayor and Clerk are hereby authorized to give notice of this meeting according to law.

PASSED AND APPROVED THIS 25TH DAY OF FEBRUARY 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken
City Clerk

# Keene Memorial Board recommendation

Larry Jirsak <larry.jirsak@gmail.com>

Wed 2/19/2020 4:57 PM

To:Getzschman, Scott <Scott.Getzschman@fremontne.gov>;

Cc:Yerger, Brad <Brad.Yerger@fremontne.gov>; Ellis, Glen <Glen.Ellis@fremontne.gov>; McClain, Linda <Linda.McClain@fremontne.gov>; Jensen, Mark <Mark.Jensen@fremontne.gov>; Legband, Mark <Mark.Legband@fremontne.gov>; Bechtel, Matthew R. <Matthew.Bechtel@fremontne.gov>; Kuhns, Michael <Michael.Kuhns@fremontne.gov>; Jacobus, Susan <Susan.Jacobus@fremontne.gov>;

Dear Mayor Getzschman,
I would like to take this opportunity to restate the Keene Memorial Library Board of Trustee's recommendation to fill a vacancy on the Board.
As I stated at the City Council meeting of February 11, 2020, the Keene Memorial Board's recommendation was (and still is) Susan Allen.
I understand that it is your prerogative to appoint the person of your choice to that position, and I have no doubt that your choice as indicated on the Council agenda is a worthy candidate.
However, I am hopeful that you will consider the Board's recommendation of Susan Allen.
Susan Allen has been a Keene Memorial Library employee for twenty years and a Kindergarten teacher. I have known her for some twenty years and know her to be highly qualified to serve on the Board.
She would bring a wealth of knowledge of library operations and fresh ideas and perspectives.
Thank you for your consideration in this matter. Please be assured that the Board will respect your decision and will continue to work to make Keene Memorial Library a valuable asset for the people of Fremont.
Sincerely,
Larry Jirsak
1635 E. Linden Ave.
402-727-6559