

City of Fremont, Nebraska, is inviting you to a Zoom webinar.
When: June 30, 2020 07:00 PM Central Time (US and Canada)
Topic: June 30, 2020 City Council Meeting

ZOOM Meeting Information

View Video Tutorials:

<https://support.zoom.us/hc/en-us/articles/201362193-How-Do-I-Join-A-Meeting->

Please click the link below to join the webinar:

<https://zoom.us/j/98308532059>

Webinar ID: 983 0853 2059

Or iPhone one-tap :

US: +13462487799,,99094476640# or +16699009128,,99094476640#

Telephone:

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

US: +1 669 900 9128

+1 346 248 7799

+1 301 715 8592

+1 312 626 6799

+1 646 558 8656

+1 253 215 8782

Webinar ID: 983 0853 2059

International numbers available: <https://zoom.us/u/ac3jsnwxxkH>

Please note: Zoom requires a name and an email address to participate via computer, tablet or smartphone. Please enter your first name and enter attendee@fremontne.gov as your email address.

If you participate by telephone, no identification is required. To request to make a comment during a public hearing or public comment period, please **press *9 to electronically raise your hand** allowing the Mayor to call on you. Once called upon you will be notified that you are unmuted. **Press *6 to unmute your phone and press *6 to mute your phone** when you are finished speaking, or wait to be muted by the host.

Please submit any documents to be received into the record to the City Clerk by 4:30 PM Monday June 29, 2020.



CITY OF FREMONT NEBRASKA

REGULAR CITY COUNCIL MEETING
June 30, 2020 - 7:00 PM
City Council Chambers 400 East Military, Fremont NE

CITY COUNCIL REGULAR MEETING AGENDA

7:00 PM – Following the preceding Meeting

MEETING CALLED TO ORDER

ROLL CALL

MAYOR COMMENTS

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

1. Motion to adopt current agenda for June 30, 2020 Regular Meeting

PUBLIC HEARINGS:

2. Resolution 2020-125 for Conditional Use Permit on behalf of Memorial Cemetery Association to expand a cemetery on property generally located at 610 W 23rd St.
3. Resolution 2020-126 for Conditional Use Permit for the expansion of a non-standard use for the purpose of replacing a 12'x20' shed on property generally located at 249 W. Jackson St
4. Ordinance 5536 to annex Lot 3 Morningside Industrial Park, generally located on the northeast corner of Morningside and Howard Streets (first reading)

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

5. Motion to approve June 10, 2020 through June 30, 2020 claims and authorize checks to be drawn on the proper accounts
6. Dispense with and approve June 9, 2020 Board of Equalization, Community Development Agency and City Council Meeting Minutes

- [7.](#) Resolution 2020-127 authorizing an appropriation of funds for the City's portion of the local match for a Community Development Block Grant to repair the breach at the Rod & Gun Club
- [8.](#) Motion to approve the discharge of fireworks for the Fremont Moo
- [9.](#) Resolution 2020-128 authorizing the Mayor to execute Amendment #4 to the HDR Reimbursement and Indemnification Agreement for Wastewater Engineering for Wholestone Farms for Wastewater Treatment Plant (WWTP) upgrade
- [10.](#) Resolution 2020-129 authorizing the Mayor to execute Amendment #5 to the Construction Administration Agreement with HDR Engineering for the Anaerobic Lagoon Project
- [11.](#) Motion to approve the recommendation of the Mayor to reappoint Robert Steenblock, David Monke and Mike McGillick to terms ending June 2023, and appoint Alison Adams to a position with a term expiring June 2022 to the Airport Advisory Committee.
- [12.](#) Motion to approve concrete license applications
- [13.](#) Resolution 2020-130 authorizing execution of a professional services contract between the Eastern Nebraska Office on Aging (ENOA) and the Fremont Friendship Center
- [14.](#) Motion to approve the recommendation of the Mayor to reappoint Susan Jacobus, Rich Oliva and Rob George to terms ending June 2022 to the Local Option Review Team
- [15.](#) Motion to approve adjusted Ronin Pool Admission fee
- [16.](#) Resolution 2020-131 authorizing staff to sign a purchase agreement with NMC for a used Caterpillar Motorgrader Model 140M
- [17.](#) Resolution 2020-132 authorizing City staff to sign a purchase agreement with Truck Center of Omaha for a New Freightliner Water Truck
- [18.](#) Resolution 2020-133 approving the request of Main Street Fremont to close 2nd to 6th Street on Main Street for the 2020 Summer Fest event on Saturday July 25, 2020 from 7 a.m. to 4 p.m

UNFINISHED BUSINESS: Requires individual associated action

- [19.](#) Ordinance 5534 to revise Municipal Code Section 3-103: Municipal Water System; application for service; meter and service requirements generally; prorating monthly water bill (second reading)
- [20.](#) Ordinance 5535 to revise Municipal Code Section 3-231: Building sewer installation; single premise (second reading)

NEW BUSINESS: Requires individual associated action

- [21.](#) Move to appoint Ryan Christensen and Hunter McKenzie as Police Officers per Mayor recommendation
- [22.](#) Update regarding financials and impacts as a result of COVID-19

23. Motion to approve Supplemental Agreement for the SE Beltway with Nebraska Department of Transportation
24. Consider resumption of the Public Comment period (FMC 2-103) and discussion regarding remote public comment
25. Motion to approve Interlocal agreement with Lower Platte North Natural Resources District, Papio-Missouri River Natural Resources District and Dodge County for Platte River Camera-Sensor
26. Council Member Jacobus item - Discuss, consider and take possible action to prioritize remaining CIP projects/purchases for FY's 2019-20, 2020-21, 2021-22, and 2022-23 due to potential budgetary shortfalls
27. Executive Session with respect to real estate purchase

ADJOURNMENT

Agenda posted at the Municipal Building on June 24, 2020 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on June 24, 2020. This meeting is preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

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

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

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

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

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

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: June 30, 2020
SUBJECT: Conditional Use Permit to expand Memorial Cemetery

Recommendation: Approve Resolution No. 2020-125

Background:

Richard Wegner, on behalf of Memorial Cemetery Association, has requested a Conditional Use Permit to expand Memorial Cemetery.

Cemeteries were added to the Unified Development Code (UDC) as a conditional use in April, 2020.

The conditions require that the cemetery contain at least 15 acres. Memorial Cemetery, with the expanded area, is over 25 acres.

A site plan is attached that shows the layout of the cemetery, traffic circulation, landscaping, columbaria and grave sites.

The setback areas are landscaped. The garages for the apartments to the east provide a buffer in addition to the landscaping shown on the plan.

The cemetery is required to meet all other state and federal laws and regulations related to the use.

The Planning Commission held a public hearing on this matter on May 18, 2020 and voted 7-0 to recommend approval to the City Council.

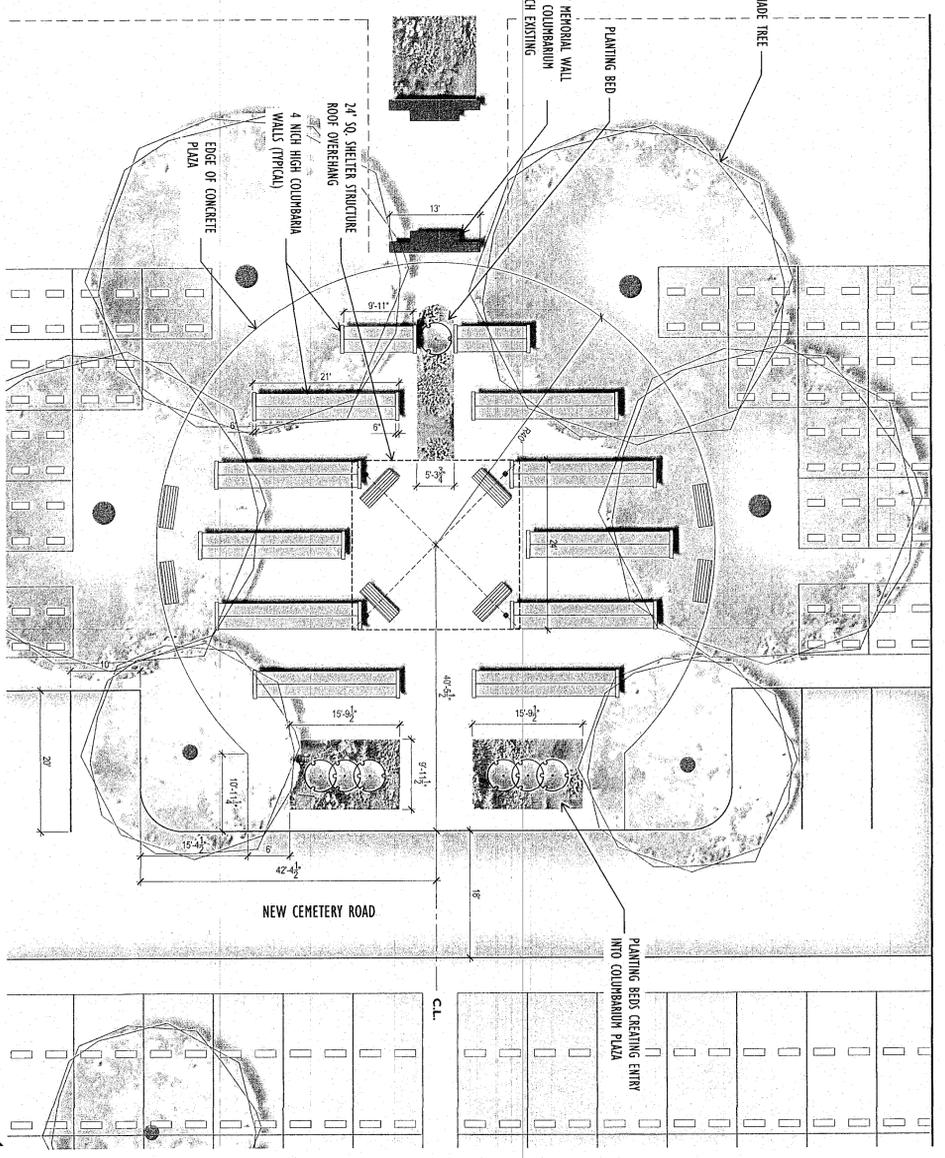
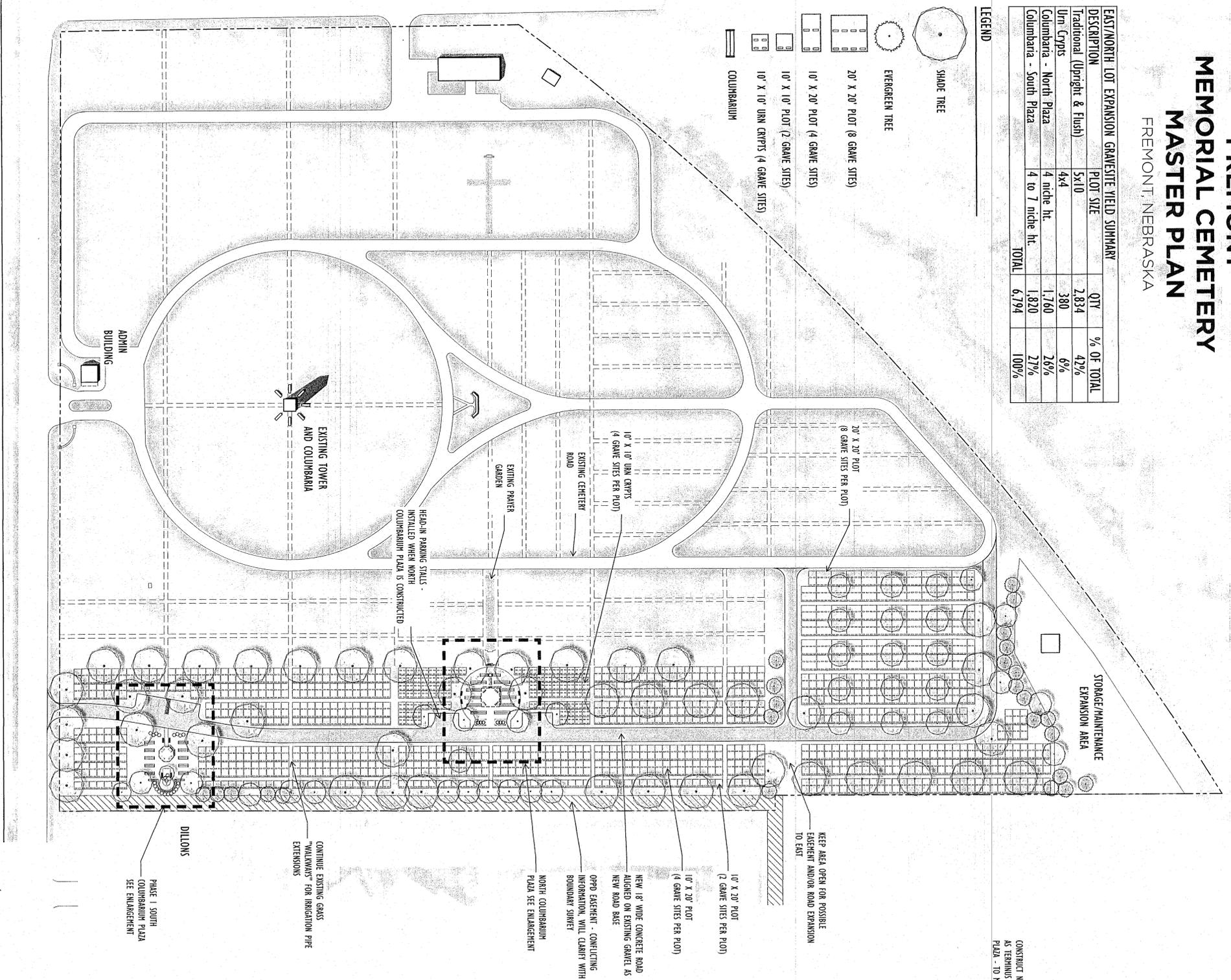
FREMONT MEMORIAL CEMETERY MASTER PLAN

FREMONT, NEBRASKA

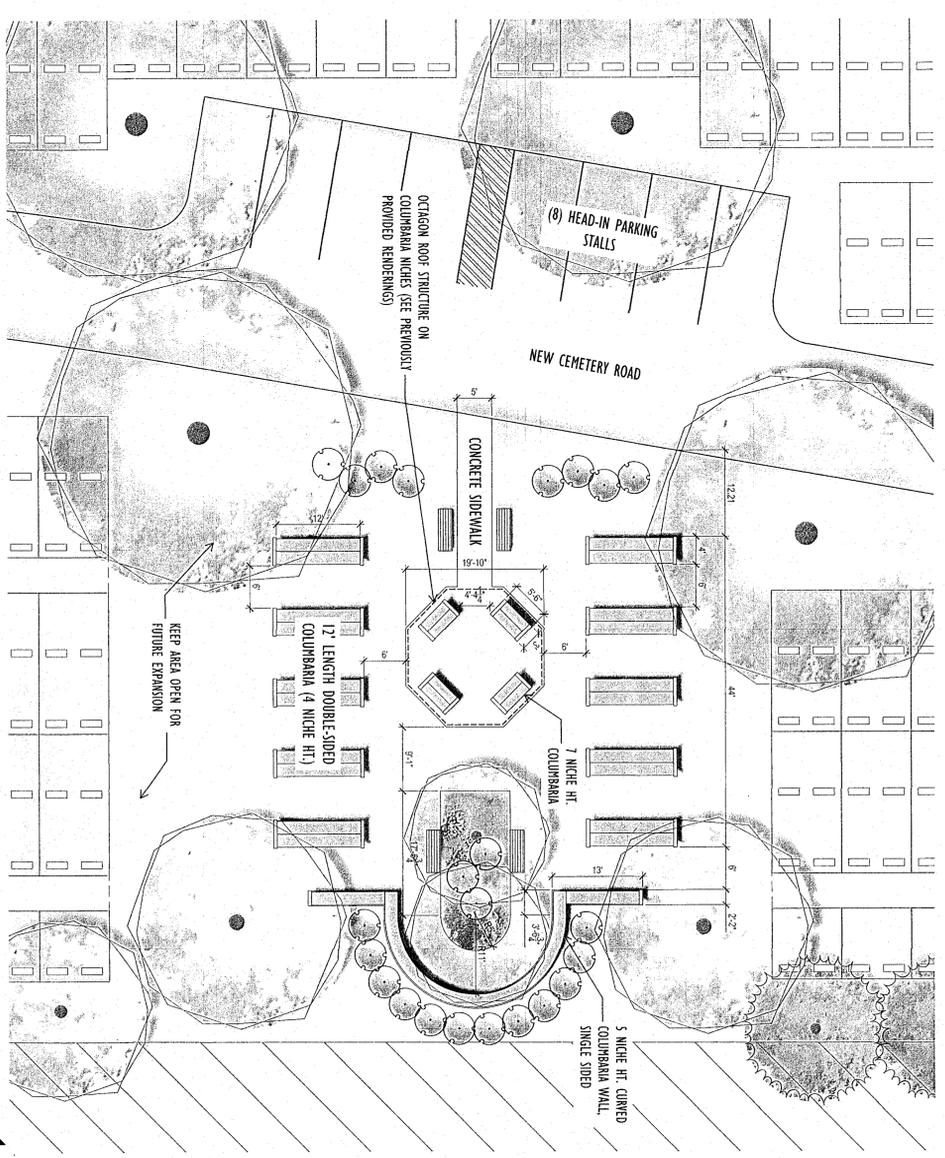
EAST/NORTH LOT EXPANSION GRAVE SITE WIELD SUMMARY			
DESCRIPTION	PLOT SIZE	QTY	% OF TOTAL
Traditional (Upright & Flush)	5x10	2,834	42%
Urn Crypts	4x4	380	6%
Columbaria - North Plaza	4 niche ht.	1,160	26%
Columbaria - South Plaza	4 to 7 niche ht.	1,820	27%
TOTAL		6,794	100%

LEGEND

-  SHADE TREE
-  EVERGREEN TREE
-  20' X 20' PLOT (8 GRAVE SITES)
-  10' X 20' PLOT (4 GRAVE SITES)
-  10' X 10' PLOT (2 GRAVE SITES)
-  10' X 10' URN CRYPHS (4 GRAVE SITES)
-  COLUMBARIUM

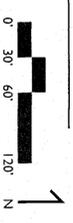


NORTH COLUMBARIUM PLAZA (FUTURE PHASE) PLAN



SOUTH COLUMBARIUM PLAZA (PHASE 1) PLAN

vireo
Landscape Architectural Planning | Design



RESOLUTION NO. 2020-125

A Resolution of the City Council of the City of Fremont, Nebraska, to approve a Conditional Use Permit for the expansion of Memorial Cemetery.

WHEREAS, The Memorial Cemetery Association has applied for a Conditional Use Permit to expand Memorial Cemetery; and,

WHEREAS, The proposed expansion complies with the requirements of Section 11-504.02 D of the Fremont Municipal Code; and,

WHEREAS, A public hearing on the proposed Conditional Use Permit was held by the Planning Commission on May 18, 2020, and subsequently by the City Council on June 30, 2020; and,

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont approves a Conditional Use Permit for the expansion of Memorial Cemetery on property described as Lot 1 of Tax Lot 4, also described as the Westerly 176 feet of Tax Lot 4 in the Southeast Quarter of the Southeast Quarter, Section 10, Township 17 North, Range 8, East of the 6th P.M. Also referred to as Tax Lot 25 in Said Section.

PASSED AND APPROVED THIS 30th DAY OF June, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: June 30, 2020
SUBJECT: Request for a Conditional Use Permit to reconstruct a shed

RECOMMENDATION: Approve Resolution No. 2020-126
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Background:

The Planning Commission held a public hearing on this item on June 15, 2020 and recommended approval with an 8-0 vote.

The applicant is requesting a Conditional Use Permit to allow the reconstruction of a shed on property located at 249 W. Jackson St.

A shed that was approximately 10' by 20' was located on the southeast corner of the property. The shed was damaged by the flooding of 2019 and was demolished.

The applicant applied for a building permit to replace the demolished shed with a 12' by 20' shed. However, the existing detached garage already exceeds the limit of 7.5% of the lot area for accessory buildings.

The UDC provides that a conditional use permit may be granted to reconstruct a nonstandard use, as long as there is not a negative impact on the surrounding area.

11-324.04 D. Expansion of Nonstandard Uses. Notwithstanding any provision contained in this UDC to the contrary, in all zoning districts, a conditional use permit may be granted to authorize (1) the enlargement, extension, structural alteration, conversion, or reconstruction of a building or structure located upon a premises with a nonstandard use; and/or (2) decreased minimum requirements upon a premises with a nonstandard use provided that the city council finds that such decrease in minimum requirements (i) would not adversely affect the surrounding area; and (ii) the decrease is necessary in order for a building or structure located upon a premises to practicably be enlarged, extended, structurally altered, converted, or reconstructed, or such decrease is otherwise necessary to allow an existing premises to be subdivided.

The lot is 9,800 square feet and the existing detached garage is 768 square feet, or 7.8% of the lot area. The addition of a 240 square foot shed would bring the total to 1008 square feet of accessory structures of 10.3% of the lot area. However, the total building coverage would be 19.8%- well under the maximum allowed of 40%. If granted,

the Conditional Use Permit would allow a 12'x20' structure and an accessory coverage of 10.3% of the lot area.

Many of the lots in the surrounding area are developed with accessory buildings that exceed 7.5% of the lot area.

11-316.05.B Identifies criteria for approval of a Conditional Use Permit.

11-316.05.B.1 states that "the conditional use shall not be of a type that would tend to undermine the implementation of an adopted plan that includes the lot or tract proposed for development.

Finding: The proposal does not undermine the implementation of a plan.

11-316.05.B.2 states "The conditional use shall be compatible with surrounding land uses and the natural environment, and will not materially detract from the character of the immediate area or negatively affect the planned or anticipated development or redevelopment trajectory."

Finding: The proposed shed is compatible with the surrounding area.

11-316.05.B.3 states "There is no practicable alternative location where the use is permitted as-of-right within 1,000 feet of the lot or tract proposed for development, or if such a location exists, the proposed location is more favorable in terms of: a) providing a needed community service; b) providing a critical mass of jobs that are likely to pay more than the median wages for the region; c) providing a balance of land uses, ensuring that appropriate supporting activities, such as employment, housing, leisure-time, and retail centers are in close proximity to one another; or d) making more efficient use of public infrastructure, such as off-peak street capacity.

Finding: This section is not applicable to the request.

11-316.06.B.4 states "The approval of the conditional use will not create a critical mass of similar conditional uses that is likely to discourage permitted uses by making the area less desirable."

Finding: The proposal will not make the area less desirable.

11-316.06.B.5 states "The conditional use and any conditions of development shall adequately protect public health and safety against natural and man-made hazards which include, but are not limited to, traffic noise, water pollution, airport hazards, and flooding.

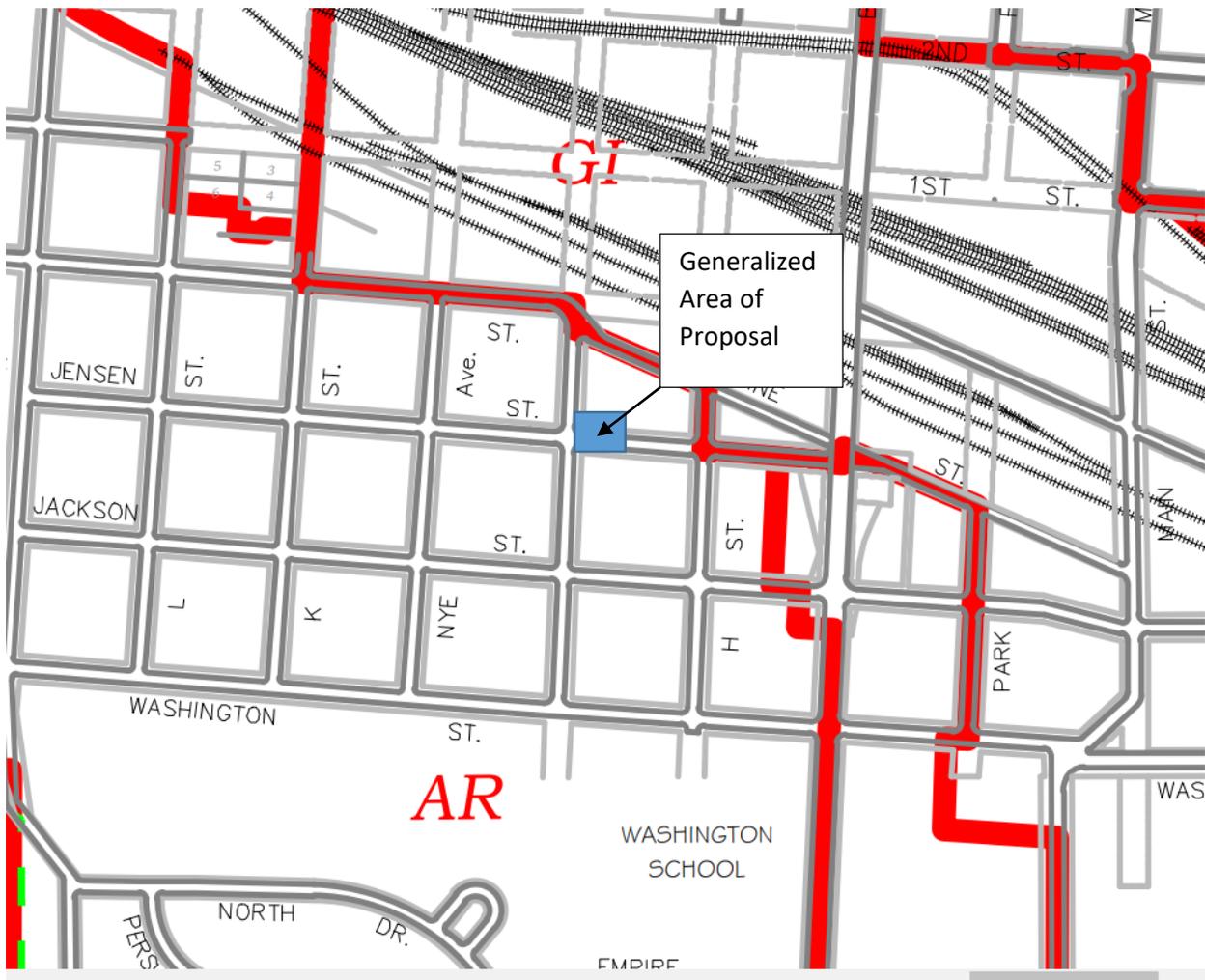
Finding: The applicant will be required to obtain a flood plain development permit.

11-316.06.B.6 states “The conditional use will not use an unfairly disproportionate share of public services that would compromise the delivery of those services to other uses in the vicinity. Applicable public services include, but are not limited to, utilities, police protection, fire protection, schools, parks, and libraries.”

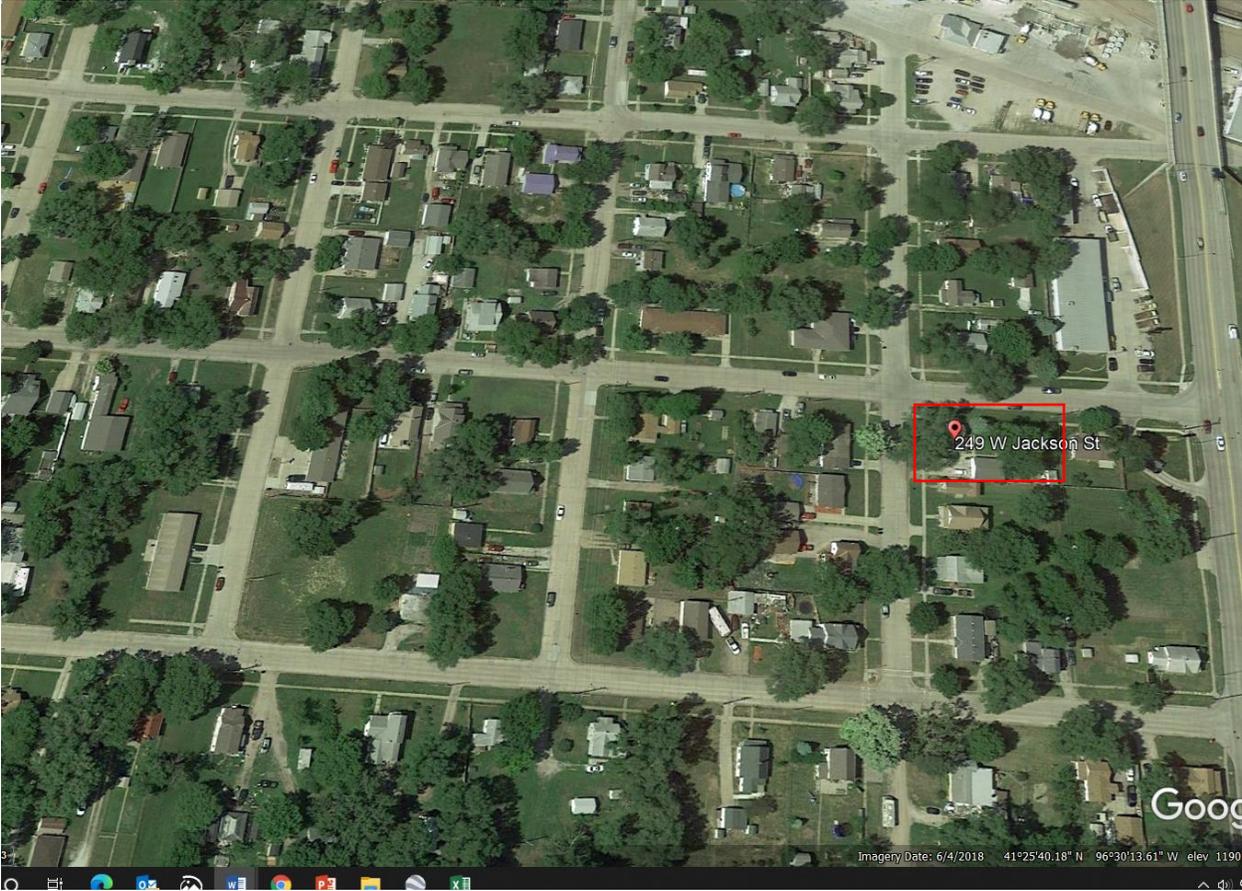
Finding: The proposal will not impact public services.

Staff Recommendation: Approval

Zoning Map:



Vicinity Map:



Property with old shed looking south



From: [Skip Sawyer](#)
To: [Dam, Jennifer](#)
Subject: Conditional Use Permit-Kuhns
Date: Tuesday, June 9, 2020 8:44:25 AM

Jennifer Dam
Planning Director

Dear Jennifer:

We are property owners in the vicinity of Michael Kuhns, and we have absolutely no problem with his conditional use request. We are very please that the city and staff are considering his request. Since the flood, there have been many hardships in the south part of Fremont and anything we can do to help these residents is greatly appreciated.

Sincerely,

Ronald (Skip) & Judith Sawyer
1800 Phelps Ave
Fremont, NE 68025



Planning & Development
400 E. Military Ave.
Fremont, NE 68025
Phone: 402-727-2636
Fax: 402-727-2659

CONDITIONAL USE PERMIT APPLICATION

APPLICANT (all correspondence will be directed to the applicant)

Name Michael D. Kuhns Phone (402)720-9164
Address 249 W. Jackson Fax (402)721-7262
City Fremont State NE Zip 68025
Email mkuhns@arps.ws

PROPERTY OWNER (if not the same as applicant above)

Name _____ Phone _____
Address _____ Fax _____
City _____ State _____ Zip _____
Email _____

ENGINEER, SURVEYOR, OR ARCHITECT (if not the same as applicant above)

Name _____ Phone _____
Address _____ Fax _____
City _____ State _____ Zip _____
Email _____

AGENT (if not the same as applicant above)

Name _____ Phone _____
Address _____ Fax _____
City _____ State _____ Zip _____
Email _____

(application continued on next page)



City of Fremont
 REPRINT
 *** CUSTOMER RECEIPT ***
 Oper: MAINEE Type: GM Drawer: 1
 Date: 5/08/20 00 Receipt no: 6696

Year	Number	Amount
2020	19	
PZ	PLANNING/ENGINEERING	\$365.00

CONDITIONAL USE PERMIT APPL

PROPERTY INFORMATION

Address of Property 249 W. Jackson Fremont NE 680
 General Location (if no address is available) _____

Legal Description of Property _____

Existing Zoning _____

Description of Proposed Use Replace portable lawn & gard
to flood damage of previous shed

Tender detail
 CA CASH \$380.00
 Total tendered \$380.00
 Total payment \$365.00
 Change \$15.00

Trans date: 5/08/20 Time: 11:54:01

THANK YOU FOR YOUR PAYMENT

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.

Michael D. Kuhns Michael D. Kuhns 05/08/2020
 Signature Print Name Date

Office Use Only

Submittal Date 5-8-20 Project No. CUP-2020-016
 Payment Amount \$300.00 + 15.00 Receipt No. 6696
 Other Comments \$315.00 paid

Permit # 20-19



400 E Military Avenue
Fremont, NE 68025
Ph: 402-727-2638
Fax: 402-727-2659
building@fremontne.gov
www.fremontne.gov

RESIDENTIAL/COMMERCIAL BUILDING PERMIT APPLICATION

APPLICATION:

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by codes and ordinances adopted by the city, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit(s).

The City of Fremont has adopted the following codes:

- International Building Code – 2015 Edition
- International Existing Building Code – 2015 Edition
- International Residential Code – 2015 Edition
- International Energy Conservation Code – 2009 Edition
- Uniform Mechanical Code – 2015 Edition
- National Electrical Code – 2017 Edition
- Uniform Plumbing Code – 2015 Edition

CHECKLIST:

This list has been prepared as a tool for submitting a complete building permit application package. In no way does this list represent all submittal documents that may be required to demonstrate compliance with local codes and ordinances. Delays in the permit issuance process will occur as a result of incomplete or inadequate submittal information.

- A. Completed Building Permit Application
- B. Two (2) Sets of Construction Plans/Drawings
Do the plans include electrical, plumbing, and mechanical plans? _____ (Initial if included)
- C. Site Plan – Including All Parking, Landscaping, Lot Dimensions and Setbacks
- D. Energy Code Compliance – REScheck or COMcheck
- E. Elevation Certificate (If Building in Flood Zone)
- F. Supplemental Reports
- G. State Fire Marshall Submittal - Commercial Only
- H. Storm Water Pollution Prevention Plan (SWPPP) – Commercial Only
- I. Commercial Only – Site Plan Approval has been completed? ____ Yes ____ No



BUILDING PERMIT APPLICATION

400 East Military Ave Fremont NE 68025

402-727-2638 402-727-2659 Fax

www.fremontne.gov building@fremontne.gov

Date _____

Permit # _____

Please fill out Section A of the application and then the corresponding section for the type of project being completed. Finish the application by filling out Section B.

SECTION A:

Address of Project: 249 W. Jackson St. Fremont NE 68025

X Property Owner Name & Address: Michael D. & Rose M. Kuhns

General Contractor Name & Address: Derksen Portable Buildings 2050 E. 23rd St. Fremont NE 68025

NEW RESIDENCE Single Family Duplex/Townhome

Legal Description: Lot _____ Block _____ Addition _____

Total Sq Footage: _____

Occupancy Type: _____ Type of Construction: _____

BASEMENT: Yes No If Yes: Finished Unfinished Basement Sq Footage: _____

NEW COMMERCIAL

Legal Description: Lot _____ Block _____ Addition _____

Total Sq Footage: _____

Occupancy Type: _____ Type of Construction: _____

Site Plan Approval has been completed: ____ Yes ____ No (Site plan approval must be completed before building plans submitted)

ADDITION Commercial Residential

Describe type of project: _____

Total Sq Footage: _____

Setbacks: Rear Yard _____ Side Yard _____; _____ Front Yard _____

Circle all subcontracting work that applies: MECHANICAL ELECTRICAL PLUMBING CEMENT WORK
(Must fill out name of subcontractors in Section B)

ALTERATION (Tenant Finish, Interior Remodel, Basement Finish) Commercial Residential

Describe type of project: _____

Total Sq Footage: _____

Circle all subcontracting work that applies: MECHANICAL ELECTRICAL PLUMBING
(Must fill out name of subcontractors in Section B)



ACCESSORY STRUCTURE (Detached Garage, Shed, Pool)

Commercial

Residential

Describe type of project: Replace storage shed lost in flood.

Lot Size 9800 Sq. Ft. X 7.5% = 735 Maximum Sq. Ft. (for Accessory Bldg(s))

Existing Building Coverage _____ Sq. Ft. Impervious Coverage _____ Sq. Ft.

Existing Accessory Structure Coverage 864 Sq. Ft.

Accessory Structure Size 12 ft. X 20 ft. OR 240 Sq. Ft.

Setbacks: Rear Yard 5 Side Yard _____; 5

Do you have any easements on your property? _____ Yes No

If yes, where and what are the easements? _____

Circle all subcontracting work that applies: MECHANICAL ELECTRICAL PLUMBING CEMENT WORK
(Must fill out name of subcontractors in Section B)

X TOTAL VALUE OF PROPOSED WORK \$ 4,500⁰⁰ (includes all trades, materials, labor and profit for building. Does not include landscaping, site work or value of land.)

PERMIT FEE \$ _____ + 10% PARK FEE \$ _____ = \$ _____

(FOR NEW RESIDENTIAL CONSTRUCTION) DU ELECTRIC SERVICE FEE \$250.00 + DU GAS SERVICE FEE \$250.00 = \$500.00

Zoning District _____ Flood Plain _____

SECTION B

Subcontractors must be registered with the City of Fremont before their work is started.

HVAC Sub _____ Electrical Sub _____

Plumbing Sub _____ Concrete Sub _____

I certify no work will be done except as described above or on accompanying plans. All work will be performed in compliance with all codes and ordinances of the City of Fremont, and inspections requested as outlined on the issued permit. I certify that the above application complies with the ordinances pertaining thereto in the City of Fremont and recommend that a permit be granted.

I hereby certify the structure contained in this building permit application complies with the 2009 International Energy Conservation Code in accordance with this REScheck or COMcheck submitted.

Applicant Name (print clearly) Michael D. Kuhns

Signature Michael D. Kuhns

Contact Name/email mkuhns@arps.ws Phone: (402) 720-9164

Chief Building Inspector

Date



Parcel Information	
Parcel ID	270034069
Links	Photo #1 Sketch #1
Area #	
Current Owner	KUHNS, MICHAEL D & ROSE M
Mailing Address	249 W JACKSON FREMONT, NE 68025-0000
Situs Address	249 W JACKSON
Tax District	001
School District	510 (27-0001 FREMONT)
Legal Description	JENSENS LOT 8 BLK 10
Class	Single Family

Current Value Information			
Land Value	Dwelling Value	Improvement Value	Total Value
\$12,600	\$23,365	\$0	\$35,965

Prior Year Value Information				
Year	Land Value	Dwelling Value	Improvement Value	Total Value
2018	12,600	23,365	0	35,965
2017	12,600	22,250	0	34,850
2016	12,600	44,445	0	57,045
2015	12,600	44,445	0	57,045
2014	12,600	42,495	0	55,095

5/7/2020

Dodge County Assessor



Yearly Tax Information		
Year	Amount	Levy
2019	\$698.82	2.047225

2019 Tax Levy	
Description	Rate
COUNTY GEN	0.213204
ROAD/BRIDGE	0.000000
CAP IMPR/ECON DEV FUND	0.009202
INDIGENT	0.004204
INSTITUTIONS	0.000000
VETERANS AID	0.000000
COUNTY BLDG FUND	0.000000
MUSEUM/HIST SOC	0.002274
1ST RESP COMM BOND	0.024122
FLOOD CONTROL	0.002301
FREMONT GEN	0.359909
FREMONT DEBT	0.021913
NRD PLATTE GEN	0.035512
ESU #2 GEN	0.015000
ESU #2 BOND 2013	0.000000
METRO TECH GEN	0.075000
METRO TECH SINK	0.020000
METRO TECH HAZ/HNDICP PED	0.000000
27-0001 FREMONT 1	1.057722
SCH 37	0.000000
SAUN 11	0.000000
27-0001 FREMONT BLDG FUND	0.005000
27-0001 FREMONT SD QUAL CAP FUND 9-12	0.000000
27-0001 FREMONT SD QUAL CAP FUND K-8	0.000000
F-1 BONDS 9-12 2000	0.023430
F-1 BLD AMER BOND 1-NEW 5/6	0.034868
F-1 BLD AMER BOND 2-ELEM RENOV	0.020097
F-1 BOND K-8 2000	0.121080
AG SOCIETY	0.002387

Year Sales History
No previous sales information is available.



Residential Building Information			
Occupancy Code	101 (Single-Family / Owner Occupied)	Condition Code	Below Normal
Year Built	1920	Rooms Above Ground	0
Style	1 Story Frame	Rooms Below Ground	0
Main Area	70	Bedroom #	0
Total Living Area	1,535	Bathroom #	1.5
Length	0	Foundation	None
Width	0	Exterior Walls	Frame, Siding
Basement	None	Roof	Galvanized Metal
Basement Area	0.0000	Interior Walls	None
Bsmt Floor Adj	-6,930	Flooring	None
Heating	Yes	Architectural Design	N/A
AC	Yes	Single Siding	No
Attic	None		

Addition 1 of 2	
Year Built	1920
Style	1 1/2 Story Frame
Area	512
Basement SF	0
No Floor Adj (SF)	0
Heat	No
AC	No
Attic SF	0

Addition 2 of 2	
Year Built	1920
Style	1 1/2 Story Frame
Area	350
Basement SF	0
No Floor Adj (SF)	0
Heat	No
AC	No
Attic SF	0

Plumbing			
Style	Count	Fixtures	Bathrooms
Plumbing (Incl in Base)	6	6	1.5
		6	1.5

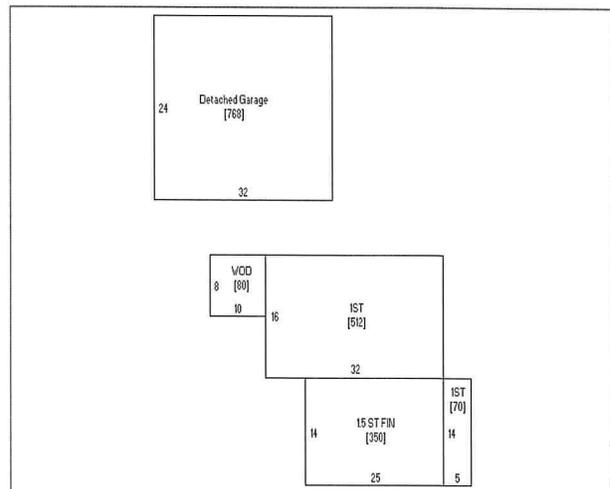
Deck and Patio	
Style	SF Area
Wood Deck-Med	80

Garage 1 of 1	
Year Built	1920
Style	Det Frame
WxL	0 x 0
Area	768
Basement SF	0
Qtrs Over Style	None
Qtrs Over SF	0
Qtrs Over AC (SF)	0
Door openers	0

Land Information		
Lot Basis	Square Feet	Acres
Sq. Ft x Rate	9,800	0.23

Miscellaneous Improvements			
Improvement	Year	Units	
Plumbing (Incl in Base)	N/A	6	
Wood Deck-Med	N/A	80	
1 1/2 Story Frame	1920	512	
1 1/2 Story Frame	1920	350	
Det Frame	1920	768	

Photo



249 W. Jackson

Former location of storage shed.

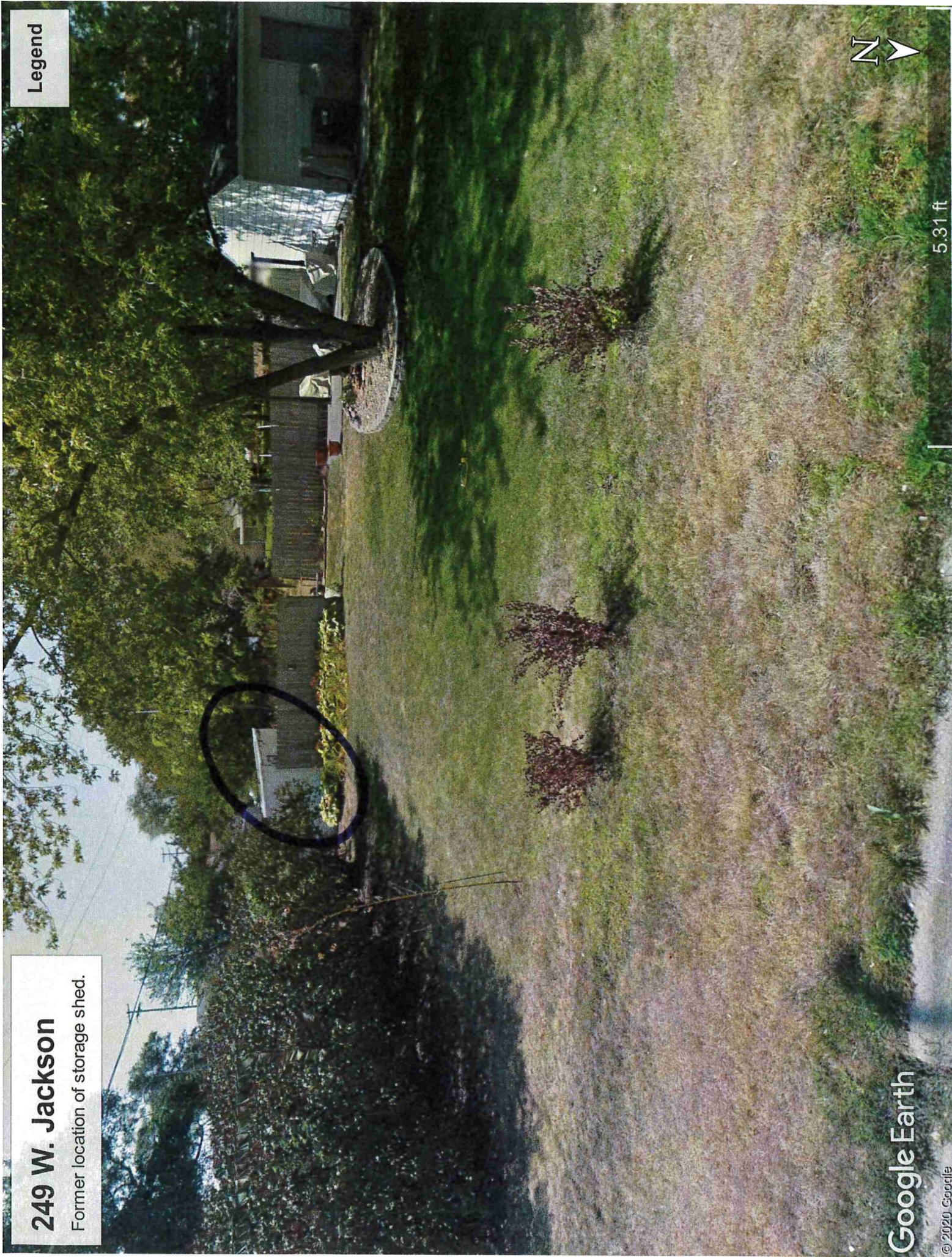
Legend



249 W. Jackson

Former location of storage shed.

Legend



249 W. Jackson

Indicating former storage shed location.

Legend



249 W Jackson St

249 W Jackson St



249 W. Jackson

Indicating former storage shed location.

Legend

📍 249 W Jackson St

📍 249 W Jackson St



ation.

Legend

 249 W Jackson St

 249 W Jackson St



80 ft

ation.

Legend

 249 W Jackson St

 249 W Jackson St



80 ft

DERKSEN PORTABLE BUILDINGS PRICE SHEET



URETHANE, PAINTED & TREATED - SAME PRICE!

LOFTED BARN

W x L	Price	36 MO	60 MO
8 x 12	\$2,425	\$112.27	\$89.81
8 x 16	\$3,235	\$149.77	\$119.81
8 x 20	\$4,030	\$186.57	\$149.26
10 x 12	\$3,060	\$141.67	\$113.33
10 x 16	\$3,495	\$161.81	\$129.44
10 x 20	\$4,345	\$201.16	\$160.93
10 x 24	\$5,220	\$241.67	\$193.33
10 x 28	\$6,080	\$281.48	\$225.19
10 x 30	\$6,515	\$301.62	\$241.30
12 x 12	\$3,445	\$159.49	\$127.59
12 x 16	\$4,195	\$194.21	\$155.37
12 x 20	\$5,120	\$237.04	\$189.63
12 x 24	\$6,000	\$277.78	\$222.22
12 x 28	\$6,345	\$293.75	\$235.00
12 x 30	\$6,520	\$301.85	\$241.48
12 x 32	\$7,335	\$339.58	\$271.67
12 x 36	\$8,225	\$380.79	\$304.63
12 x 40	\$9,090	\$420.83	\$336.67
14 x 16	\$5,120	\$237.04	\$189.63
14 x 20	\$6,240	\$288.89	\$231.11
14 x 24	\$7,350	\$340.28	\$272.22
14 x 28	\$8,460	\$391.67	\$313.33
14 x 30	\$8,710	\$403.24	\$322.59
14 x 32	\$9,570	\$443.06	\$354.44
14 x 36	\$10,690	\$494.91	\$395.93
14 x 40	\$11,800	\$546.30	\$437.04
14 x 44	\$12,985	\$601.16	\$480.93
14 x 50	\$14,755	\$683.10	\$546.48
16 x 16	\$5,760	\$266.67	\$213.33
16 x 20	\$7,030	\$325.46	\$260.37
16 x 24	\$8,305	\$384.49	\$307.59
16 x 28	\$9,570	\$443.06	\$354.44
16 x 30	\$10,215	\$472.92	\$378.33
16 x 32	\$10,845	\$502.08	\$401.67
16 x 36	\$12,120	\$561.11	\$448.89
16 x 40	\$13,390	\$619.91	\$495.93
16 x 44	\$14,730	\$681.94	\$545.56
16 x 50	\$16,740	\$775.00	\$620.00

SIDE LOFTED BARN

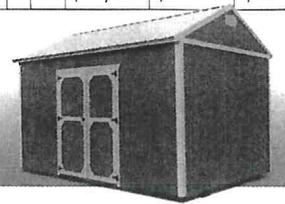
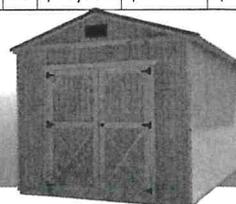
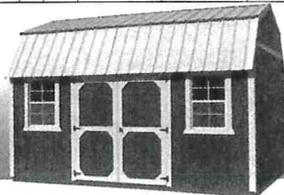
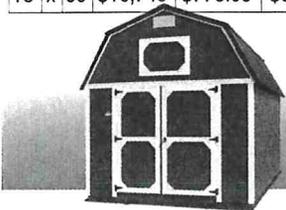
W x L	Price	36 MO	60 MO
8 x 12	\$2,575	\$119.21	\$95.37
8 x 16	\$3,385	\$156.71	\$125.37
8 x 20	\$4,180	\$193.52	\$154.81
10 x 12	\$3,210	\$148.61	\$118.89
10 x 16	\$3,645	\$168.75	\$135.00
10 x 20	\$4,495	\$208.10	\$166.48
10 x 24	\$5,370	\$248.61	\$198.89
10 x 28	\$6,230	\$288.43	\$230.74
10 x 30	\$6,665	\$308.56	\$246.85
12 x 12	\$3,595	\$166.44	\$133.15
12 x 16	\$4,345	\$201.16	\$160.93
12 x 20	\$5,270	\$243.98	\$195.19
12 x 24	\$6,150	\$284.72	\$227.78
12 x 28	\$6,495	\$300.69	\$240.56
12 x 30	\$6,670	\$308.80	\$247.04
12 x 32	\$7,485	\$346.53	\$277.22
12 x 36	\$8,375	\$387.73	\$310.19
12 x 40	\$9,240	\$427.78	\$342.22
14 x 16	\$5,270	\$243.98	\$195.19
14 x 20	\$6,390	\$295.83	\$236.67
14 x 24	\$7,500	\$347.22	\$277.78
14 x 28	\$8,610	\$398.61	\$318.89
14 x 30	\$8,860	\$410.19	\$328.15
14 x 36	\$10,840	\$501.85	\$401.48
14 x 40	\$11,950	\$553.24	\$442.59
14 x 44	\$13,145	\$608.56	\$486.85
14 x 48	\$14,340	\$663.89	\$531.11
14 x 50	\$14,940	\$691.67	\$553.33
16 x 16	\$5,910	\$273.61	\$218.89
16 x 20	\$7,180	\$332.41	\$265.93
16 x 24	\$8,455	\$391.44	\$313.15
16 x 28	\$9,720	\$450.00	\$360.00
16 x 30	\$10,365	\$479.86	\$383.89
16 x 32	\$10,995	\$509.03	\$407.22
16 x 36	\$12,270	\$568.06	\$454.44
16 x 40	\$13,540	\$626.85	\$501.48
16 x 44	\$14,900	\$689.81	\$551.85
16 x 50	\$16,930	\$783.80	\$627.04

UTILITY

W x L	Price	36 MO	60 MO
8 x 12	\$2,185	\$101.16	\$80.93
8 x 16	\$2,865	\$132.64	\$106.11
8 x 20	\$3,550	\$164.35	\$131.48
8 x 24	\$4,020	\$186.11	\$148.89
10 x 12	\$2,765	\$128.01	\$102.41
10 x 16	\$3,150	\$145.83	\$116.67
10 x 20	\$3,890	\$180.09	\$144.07
10 x 24	\$4,670	\$216.20	\$172.96
10 x 30	\$5,780	\$267.59	\$214.07
12 x 12	\$3,160	\$146.30	\$117.04
12 x 16	\$3,880	\$179.63	\$143.70
12 x 20	\$4,560	\$211.11	\$168.89
12 x 24	\$5,200	\$240.74	\$192.59
12 x 28	\$5,835	\$270.14	\$216.11
12 x 30	\$6,190	\$286.57	\$229.26
12 x 32	\$6,490	\$300.46	\$240.37
12 x 36	\$7,360	\$340.74	\$272.59
12 x 40	\$8,220	\$380.56	\$304.44
14 x 16	\$4,725	\$218.75	\$175.00
14 x 20	\$5,710	\$264.35	\$211.48
14 x 24	\$6,695	\$309.95	\$247.96
14 x 28	\$7,680	\$355.56	\$284.44
14 x 30	\$8,215	\$380.32	\$304.26
14 x 32	\$8,670	\$401.39	\$321.11
14 x 36	\$9,660	\$447.22	\$357.78
14 x 40	\$10,640	\$492.59	\$394.07
14 x 44	\$11,710	\$542.13	\$433.70
14 x 50	\$13,305	\$615.97	\$492.78
16 x 16	\$5,285	\$244.68	\$195.74
16 x 20	\$6,415	\$296.99	\$237.59
16 x 24	\$7,540	\$349.07	\$279.26
16 x 28	\$8,670	\$401.39	\$321.11
16 x 30	\$9,235	\$427.55	\$342.04
16 x 32	\$9,800	\$453.70	\$362.96
16 x 36	\$10,925	\$505.79	\$404.63
16 x 40	\$12,055	\$558.10	\$446.48
16 x 44	\$13,260	\$613.89	\$491.11
16 x 50	\$15,065	\$697.45	\$557.96

SIDE UTILITY

W x L	Price	36 MO	60 MO
8 x 12	\$2,185	\$101.16	\$80.93
8 x 16	\$2,865	\$132.64	\$106.11
8 x 20	\$3,550	\$164.35	\$131.48
8 x 24	\$4,020	\$186.11	\$148.89
10 x 12	\$2,765	\$128.01	\$102.41
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16 x 30	\$9,235	\$427.55	\$342.04
16 x 32	\$9,800	\$453.70	\$362.96
16 x 36	\$10,925	\$505.79	\$404.63
16 x 40	\$12,055	\$558.10	\$446.48
16 x 44	\$13,260	\$613.89	\$491.11
16 x 50	\$15,065	\$697.45	\$557.96



June 12, 2020

Planning Commission
400 E Military Avenue
Fremont, NE 68025

Michael Kuhns is interested in replacing a building on his property located at 249 W. Jackson Street. I own property at 440 and 450 South "I" Street. I am in the neighborhood frequently and travel past his house. It is well kept and one of the nicer places in the neighborhood.

I have no objection to his request to replace the building.

Sincerely,

Don Sawyer

RESOLUTION NO. 2020-126

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR THE EXPANSION OF A NON-STANDARD USE TO RECONSTRUCT A SHED ON PROPERTY LEGALLY DESCRIBED AS LOT 8, BLOCK 10 JENSEN'S ADDITION, GENERALLY LOCATED AT 249 W. JACKSON STREET FOR THE PURPOSES OF EXPANDING A NONSTANDARD USE INTO A REQUIRED YARD.

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 approval of a Conditional Use Permit for the purposes of expanding a nonstandard use in order to replace a 12' by 20' shed on property legally described as Lot 8, Block 10 Jensen's Addition, generally located at 249 W. Jackson St., Fremont, NE 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 currently zoned AR, Auto-Urban Residential; and

WHEREAS, a 12' by 20' shed previously existed on the site but was removed due to damage from the 2019 flood; and

WHEREAS, a public hearing on the proposed Conditional Use Permit was held by the Planning Commission on June 15, 2020 and subsequently by the City Council on June 30, 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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS:

A conditional use permit for the purpose of constructing a 12' by 20' shed is hereby granted.

PASSED AND APPROVED THIS THE 30th DAY OF JUNE, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP
DATE: June 30, 2020
SUBJECT: Annexation of Lot 3, Morningside Industrial Park

Recommendation: Hold 1st Reading of Ordinance No. 5536.

Background:

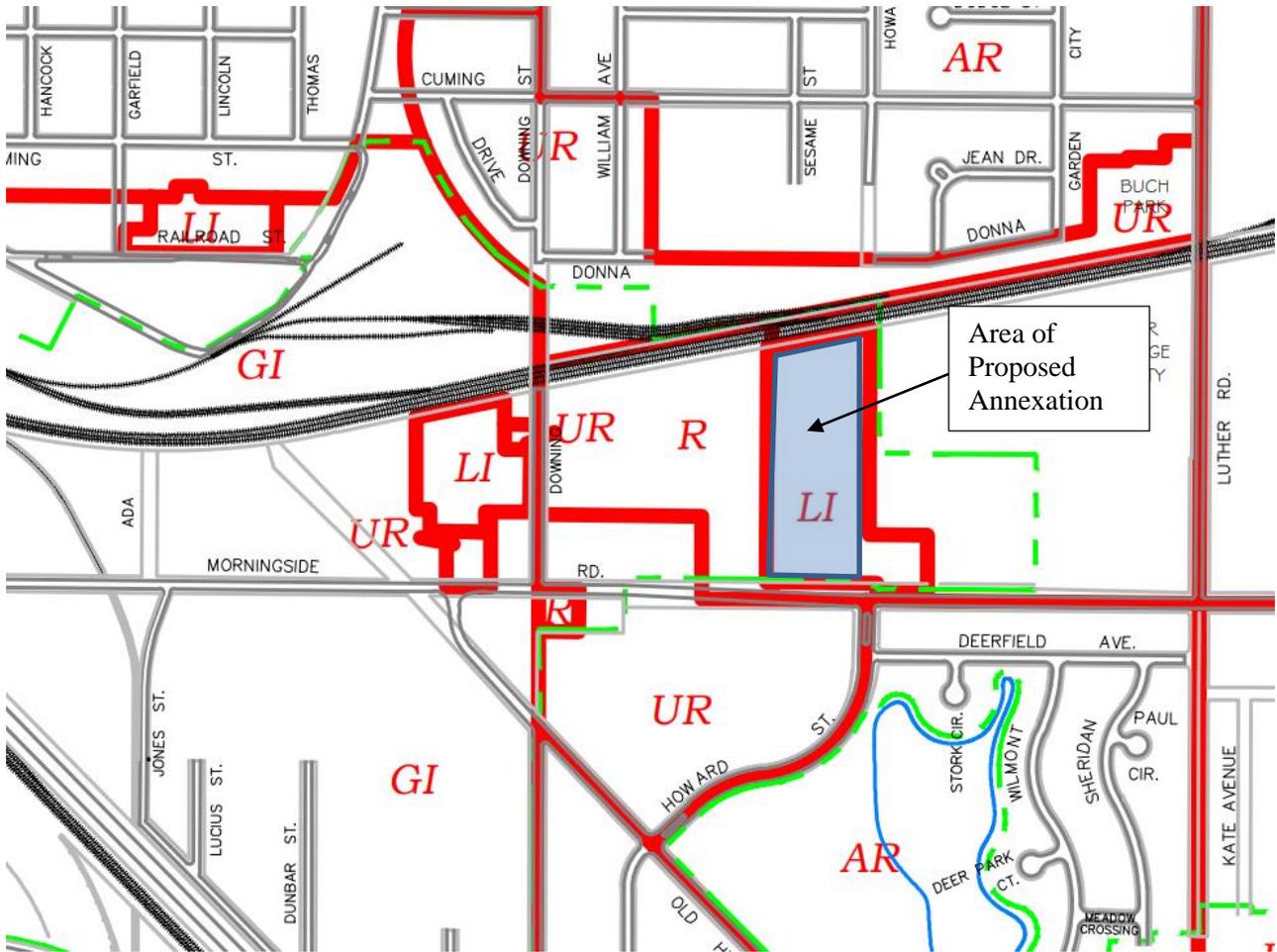
Heather Carver is requesting annexation of Lot 3, Morningside Industrial Park into the City on behalf of RD Leasing.

The property is contiguous to the city limits.

This area is developed and is developing. The property owner intends to develop his property with industrial uses. It is urban in nature.

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

Vicinity Map





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

VOLUNTARY ANNEXATION PETITION

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

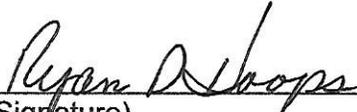
COMES NOW, RD Leasing, LLC, owner, or duly authorized officer or agent of the owner, of the following described real estate ("Petitioner"), to wit:

That portion of the following described real estate located outside the corporate limits of the City of Fremont, Nebraska: Lot 3, Morningside Industrial Park, City of Fremont, Dodge County, Nebraska.

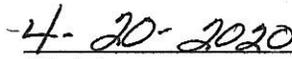
and respectfully requesting that the above described property be annexed into the City, and would respectfully show as follows:

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.

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



(Signature)



(Date)

ORDINANCE NO. 5536

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ANNEXING BY VOLUNTARY PETITION PROPERTY GENERALLY DESCRIBED AS LOT 3, MORNINGSIDE INDUSTRIAL PARK, LOCATED IN SECTION 24, 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 June 15, 2020, at which time the Commission unanimously recommended with a 8-0 vote in favor of the proposed annexation; and

WHEREAS, the City Council held a public hearing on the proposed annexation on June 30, 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 Lot 3, Morningside Industrial Park, 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.

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 28th DAY OF JULY, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk



CITY OF FREMONT NEBRASKA

BOARD OF EQUALIZATION, COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING MINUTES

June 9, 2020 - 7:00 PM

City Council Chambers 400 East Military, Fremont NE

BOARD OF EQUALIZATION

7:00 PM

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

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

1. Consider levying a special tax and assessment against properties to pay the costs of weed and debris removal and assessment.
 - a. Resolution to levying a special tax and assessment against Northside N46' Lot 12 All Lot 13 & 56' Lot 14 BLK 1 in the amount of \$401.97 (Moore, Karen). Motion made by Jensen, Seconded by Legband to approve Resolution 2020-116. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
 - b. Resolution to levying a special tax and assessment against Chases E 66' Lot 1 Blk 32 in the amount of \$227.85 (Scheil, Amy & Jordan). Motion made by Yerger, Seconded by Legband to approve Resolution 2020-117. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
 - c. Resolution to levying a special tax and assessment against Northside Lot 16 Blk 3 in the amount of \$244.92 (Refaela Delgado, Gustavo and Hernandez Garibo, Patricia). Motion made by Yerger, Seconded by Legband to approve Resolution 2020-118. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

ADJOURNMENT. Motion made by Jensen, Seconded by Legband to adjourn; time: 7:08 PM. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

COMMUNITY DEVELOPMENT AGENCY

7:00 PM

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

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

1. Resolution 2020-008 to approve Redevelopment Agreement for DPA Auctions Redevelopment Project. Motion made by Jacobus, Seconded by Legband to approve Resolution 2020-008. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

ADJOURNMENT. Motion made by Jacobus, Seconded by Legband to adjourn; time: 7:29 PM. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

CITY COUNCIL REGULAR MEETING

7:00 PM – Following the preceding Meeting

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

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

MAYOR COMMENTS

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

1. Motion to adopt current agenda for June 9, 2020 Regular Meeting. Motion made by McClain, Seconded by Kuhns to move items #16 and #17 to after #5 on the agenda. Voting Yea: Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus Voting Nay: Yerger. Motion carried. Motion made by Legband, Seconded by Kuhns to adopt current agenda for June 9, 2020 Regular Meeting as amended. Voting Yea: Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus Voting Nay: Yerger. Motion carried.

BUSINESS FROM PREVIOUS MEETING:

2. Resolution 2020-112 to authorize the execution of Amendment No. 1 to Reimbursement and Indemnification Agreement with WholeStone Farms Inc. Motion made by Yerger, seconded by Ellis to amend the Resolution recital at paragraph 3 subsection (d)b. to add the words at the end of section b. after the \$3,271.455.00 unless project costs or usage increases as to protect the rate payer. Voting Yea: Yerger, Ellis, Jacobus Voting Nay: McClain, Jensen, Legband, Bechtel, Kuhns. Motion failed. Motion made by Legband, Seconded by Kuhns to approve Resolution 2020-112. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns. Voting Nay: Yerger, Ellis, Jacobus. Motion carried.
3. Resolution 2020-113 to approve Architectural Services Agreement with Davis Design, Inc. for Design Services in connection with the Aircraft Terminal Building at the Fremont Airport. Motion made by Jacobus, Seconded by Yerger to table the item until after the City

looks at capital improvement projects and puts them in a priority order. Voting Yea: Yerger, Ellis, Jacobus Voting Nay: McClain, Jensen, Legband, Bechtel, Kuhns. Motion failed. Motion made by Legband, Seconded by Kuhns to approve Resolution 2020-113. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns Voting Nay: Yerger, Ellis, Jacobus. Motion carried.

4. Ordinance 5534 to revise Municipal Code Section 3-103: Municipal Water System; application for service; meter and service requirements generally; prorating monthly water bill (first reading). Motion made by Yerger, seconded by Jacobus to introduce and hold first reading of Ordinance 5534. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided first reading of the Ordinance.
5. Ordinance 5535 to revise Municipal Code Section 3-231: Building sewer installation; single premise (first reading). Motion made by Yerger, Seconded by Legband to introduce and hold first reading of Ordinance 5535. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided first reading of the Ordinance.
16. Resolution 2020-124 to approve Redevelopment Agreement for DPA Auctions Redevelopment Project. Motion made by Jensen, Seconded by Kuhns to approve Resolution 2020-124. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
17. Motion to approve revised subdivision agreement for Bluestem Commons. Council Member Yerger made a motion to continue the item. Council Member Yerger withdrew his motion. Motion made by Yerger, Seconded by Legband to approve the agreement pending the addition of H1 exhibit footnotes that tie the documents together; the H1 exhibit will be amended to tie the numbers to the plan narrative categories. Voting Yea: Yerger, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus Voting Nay: Ellis. Motion carried.

CONSENT AGENDA: All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately. Motion by Jensen, seconded by Legband to approve consent agenda items 6-8, 10 & 12-15. Voting Yea: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

6. Motion to approve May 27, 2020 through June 9, 2020 claims and authorize checks to be drawn on the proper accounts
7. Motion to receive Report of the Treasury
8. Dispense with and approve May 26, 2020 Community Development Agency and City Council Meeting Minutes
9. Resolution 2020-119 to approve use of Ilgenfritz parking lot for Keep Fremont Beautiful Metal and Electronics Recycling Event. Motion made by Jacobus, Seconded by Kuhns to approve Resolution 2020-119 and acknowledge that the Ilgenfritz parking lot is located to the southeast of the County office building. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

10. Motion to approve the recommendation of the Mayor to appoint Scott Meister as Greater Fremont Development Council's representative to the Local Option Review Team
11. Resolution 2020-120 to allow the purchase of the Geo Comm Capping/AVL system and software. Motion made by Jacobus, Seconded by Yerger to amend the Resolution to add at the last paragraph to authorize \$13,151.18 to USAT for vehicle modem/antenna. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Jacobus, Seconded by Kuhns to approve resolution 2020-120 as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
12. Resolution 2020-121 approving the request of Fremont Opera House to use the Parking lot north of the Fremont Opera House for an Ice Cream Social
13. Resolution 2020-122 authorizing staff to sign a lease agreement with NMC for a Caterpillar Compact Track Loader Model 259D3
14. Resolution 2020-123 authorizing the Mayor to sign the Industrial Track Agreement with Union Pacific Railroad
15. Motion to approve concrete license application, Rick Coates

NEW BUSINESS: Requires individual associated action

18. Discuss, consider and take possible action prior to RFP requests being sent for updating the City of Fremont's Comprehensive Plan and / or UDC. No action was taken.
19. Discuss the impact to City tax receipts, TIF projects, etc due to a 37% increase valuation to all of Fremont's commercial/industrial properties, per 2020 TERC order. No action was taken.

ADJOURNMENT

Motion made by Jacobus, seconded by Legband to adjourn; time: 10:20 P.M. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA Board of Equalization, Community Development Agency & Regular City Council Meeting Minutes for June 9, 2020

Tyler Ficken, City Clerk

Scott Getzschman, Mayor

STAFF REPORT

TO: Honorable Mayor and Fremont City Council
FROM: Brian Newton, City Administrator
DATE: June 30, 2020
SUBJECT: Financial commitment for Fremont's share of the local match to repair the Rod & Gun Club breach

Recommendation: Motion to approve Resolution 2020-127

Background:

Dodge County has submitted an emergent threat grant application under the Housing and Community Development Act of 1974 as amended for the Small Cities Community Development Block Grant (CDBG) Program, to repair the breach at the Rod & Gun Club. The estimated cost to repair the breach is \$612,380. If the CDBG funds (\$450,000) are received, a required local match of \$162,380 will remain.

The City proposes to join with the Lower Platte North NRD, Dodge County, and the Rod & Gun Club, who have committed funds, to fund the local match.

Staff recommends we mirror action by both the NRD and Dodge County to commit funds up to 30% of the required local match, not to exceed \$50,000, for the City's portion.

Fiscal Impact: \$30% of the required local match, not to exceed \$50,000.



400 East Military Avenue, Fremont, NE 68025-5141

June 30, 2020

Steve Charleston, Community Development Division Director
Nebraska Department of Economic Development
P.O. Box 94666
Lincoln, NE 68509-4666

RE: Letter of Support for the Fremont Rod & Gun Club Levee Repair

Dear Mr. Charleston:

The City of Fremont, as a contributing partner with the Lower Platte North Natural Resources District (LPNNRD), Dodge County, and the Fremont Rod & Gun Club, strongly supports the completion of the Fremont Rod & Gun Levee Repair Project. On June 30, 2020, the Fremont City Council approved providing 30%, up to \$50,000 total assistance, toward the local share of the project. As part of this assistance requirement, we will be working with the local partners on an Interlocal Agreement, detailing each entity's financial contribution, securing project easements and future project operation and maintenance.

We believe this project is vital for the future protection of lives and property from Platte River flood events. Your consideration toward assisting the local partners towards completing this extremely important effort is most appreciated.

Please contact our office if you have any questions.

Brian Newton,

City Administrator

cc: Tom Mountford, Lower Platte North NRD
Bob Missel, Dodge County
John Miyoshi, Rod & Gun Club

RESOLUTON 2020-127

A Resolution of the City Council of the City of Fremont, authorizing an appropriation of funds for the City's portion of the local match for a Community Development Block Grant to repair the breach at the Rod & Gun Club.

Whereas, Dodge County, Nebraska, has submitted an Emergent Threat application under the Housing and Community Development Act of 1974 as amended for the Small Cities Community Development Block Grant (CDBG) Program, to repair the breach at the Rod & Gun Club; and,

Whereas, the estimated cost to repair the breach at the Rod & Gun Club is \$612,380, which is considerably less than original estimate of over \$2 million because the dredged material from Ventura (SID#3) will be used to fill the breach; and

Whereas, the CDBG funds, if awarded, will be \$450,000, leaving a local match of \$162,380 to be split by Dodge County, Lower Platte North NRD, Rod & Gun Club, and the City of Fremont; and,

Whereas, Lower Platte North NRD, Dodge County, and Rod & Gun Club have committed funds towards the local match (Lower Platte North NRD and Dodge County have each agreed to provide up to 30%, not to exceed \$50,000, and the Rod & Gun Club has committed \$12,380).

NOW THEREFORE BE IT RESOLVED BY the Mayor and City Council that an appropriation of up to 30% of the local match of \$162,380, not to exceed \$50,000, be approved and that the Mayor be authorized to execute any and all documents in regards to the grant to repair the breach at the Rod & Gun Club.

Passed and approved this 30th day of June, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Kim Koski, Director Parks & Recreation
DATE: June 30, 2020
SUBJECT: Fremont Moo Fireworks

Recommendation: Motion to approve the discharge of fireworks for the Fremont Moo on the dates set forth below.

Background: Per the lease agreement approved between Midland University, .402 Sports & Entertainment, LLC., Expedition League, and the City, firework displays at Fremont Moo baseball games must be in accordance with state law and be approved by City Council. In addition, City Code Chapter 7, Article 3, Section 7-301, Fireworks. Section J. Discharge of Fireworks permits the discharge of fireworks on any dates or times other than set out in the ordinance with approval of the City Council.

Chad Miller, majority owner of the Fremont Moo has requested to discharge fireworks on the following dates:

Thursday, July 2 (rain date of Friday, July 10)
Friday, July 31 (rain date of Saturday, Aug 1)
Friday, August 7 (rain date of Saturday, Aug 8)

Todd Bernt, Fire Chief, has no objections to this request.
Jeff Elliott, Police Chief, has no objections to this request.

Therefore, staff recommends approval of the discharge of fireworks on the dates above.

Fiscal Impact: n/a

NEBRASKA STATE FIRE MARSHAL
Public Firework Display

Permit # 2020-DP-52439950-179

Receipt # 52439950

Date Received June 15, 2020 12:26 PM

Sponsoring Organization/Individual

Name 1 Fremont Moo Baseball

Name 2 Jim Sandvold

Address 351 Grant

City Blair

Daytime Phone 402-510-7936

State NE

Zip Code 68008

Email fireworks@mwfireworks.com

Public Display Operator

License # 19-02/011

Name REYZLIK, HEATH JAMES

Address 1 141 E BARONAGE DR

Address 2

City BLAIR

Daytime Phone

State NE

Zip Code 68008

Email

Location/Dates

Display Location Moeller Field

Display City Fremont

Display County Dodge

Display Date July 02, 2020

Rain Date July 11, 2020

Display Time 10:01 PM

Rain Time 10:01 PM

Public Display Yes

Storage Information

How Stored Approved ATF/NSP Bunker

Distributor(s) Midwest Fireworks Wholesalers LLC (2020-RP-45011008-1)

Mortar/Distances (in feet)/Ground Display

Largest Mortar (Inches) 2.5

Residential 400

Health Care Facilities 10000

Penal Facilities 3780

Power Lines N/A

Phone Lines N/A

Ground Display No **Parking** --

Electronically Fired? Yes

Spectators 175

Parking 180

Hwys/Streets/Alleys 190

Hazardous Materials 1300

Trees 175

Spectactors --

Approval

Approved By Jim Heine, SFM

Date Approved/Issued June 17, 2020



Fire Chief Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Compa 509 W Koenig St Grand Island NE 68802	CONTACT NAME: Kristy Wolfe	
	PHONE (A/C, No, Ext): 308-382-2330	FAX (A/C, No): 308-382-7109
E-MAIL ADDRESS: kwolfe@ryderinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : SCOTTSDALE INS CO		41297
INSURED Midwest Fireworks Wholesalers, LLC 351 Grant St. Blair NE 68008	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1809245089

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

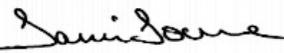
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			CPS3244981	3/19/2020	3/19/2021	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
									\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/>	SCHEDULED AUTOS			BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/>	NON-OWNED AUTOS			PROPERTY DAMAGE (Per accident)	\$	
									\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/>	N/A			E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
								E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement. Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.

Additional Insured: Fremont Moo Baseball; Christiansen Lumber; City of Fremont
 Location: Moeller Field, Fremont, NE 68025
 Dates: 7/2, 7/31, 8/7
 Rain Dates: 7/10, 8/1, 8/8

CERTIFICATE HOLDER**CANCELLATION**

City of Fremont 400 E Military Fremont NE 68025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the “bodily injury,” “property damage,” or “personal and advertising injury.”

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item **2. Exclusions** of **SECTION I—COVERAGES**:

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for “bodily injury,” “property damage,” or “personal and advertising injury” arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of an architect’s, engineer’s or surveyor’s rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any “suit” if any other insurer has a duty to defend the additional insured against that “suit.” If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured’s rights against all those other insurers.

AUTHORIZED REPRESENTATIVE DATE

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Midwest Fireworks Wholesalers, LLC
351 Grant St
Blair, NE 68008
402-510-7936
www.mwfireworks.com

Fremont Moo Baseball

Midwest Fireworks would be honored to create the evening fireworks display for your baseball games. We suggest a display of 7-9 minutes. We would use display shells and box cakes to make sure this display will be the best possible! With your budget of \$2000 per show, 3-5 shows, we purpose;

- This display will have a \$1,000,000 insurance policy, listing the Fremont Moo Baseball, Christensen Lumber, and the City of Fremont as the insured. Insurance Certificate will be provided to all additional insured.
- This contract will include all licenses and permits required, shoot fees, equipment, and Fireworks that will light up the sky.
- We will provide a fireworks display that will WOW your fans and make them want to come back for more! We will use only the top of the line Display Fireworks that will meet all NFPA, State and Local codes.
- Midwest Fireworks Wholesalers has been in business since 2002. The current ownership purchased the business in 2006. Our experienced team safely conducted 42 displays in 2018. We take pride in custom building displays to our client's needs no matter how large or small. Some of our bigger shows (\$10,000+) from 2019 include:
 - City of Fremont
 - City of Blair
 - Woodcliff Marina (Fremont)
 - Celebration of Freedom (Omaha)
 - Lake Ventura (Fremont)
 - West Shores (Waterloo)
 - Boy Scouts of America Mid America Council Jubilee

We have had the privilege of providing most of these displays for between 5 and 10 years. We also do smaller shows (\$5k) for smaller municipalities (Ashland, Waverly, Valparaiso, Ceresco, Crete, and others), homecomings, weddings, and private events. We only use the highest quality of fireworks in our displays by carefully selecting product from multiple manufacturers.

The dates of the displays shall be;

- Show Date
- Thursday July 2nd
- Friday July 31st
- Friday August 7th

- Rain dates:
Saturday July 11th
Saturday, August 1st
Saturday, August 8th

Please feel free to contact me with any questions you have.
Thank you

Jim Sandvold
Midwest Fireworks Wholesalers LLC
fireworks@mwfireworks.com
402-510-7936

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Keith Kontor, Water/Wastewater Superintendent
DATE: June 30, 2020
SUBJECT: Consider approving Amendment #4 to HDR Reimbursement and Indemnification Agreement for Wastewater Engineering for WholeStone Farms.

Recommendation: Approve Resolution 2020-128

Background: Wholestone Farms has approached the City to treat their wastewater from a second shift. The Wastewater Treatment Plant does not have the capacity to handle the increased flow and loadings and requires additional improvements. Wholestone has signed an agreement to pay 50%, not to exceed \$1.75 million, of the engineering costs.

The Utility and Infrastructure Board reviewed this item at their meeting on June 30, 2020 and voted 5-0 to recommend approval of the amendment.

Fiscal Impact: \$3,376,917 (50% will be reimbursed by Wholestone)

This is **EXHIBIT K**, consisting of 25 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 14, 2016.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 4**

The Effective Date of this Amendment is: May 21, 2020.

Background Data

Effective Date of Owner-Engineer Agreement: November 14, 2016

Owner: City of Fremont, Nebraska

Engineer: HDR Engineering, Inc.

Project: Fremont Wastewater Treatment Plant Improvements

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Additional Services to be performed by the Engineer in accordance with Attachment A for the proposed expansion of the WWTP related to Wholestone's intended increases in production.

Time rendering for services to be performed by the Engineer is extended to December 31, 2022.

Agreement Summary:

Original agreement amount:	\$ 3,979,000.00
Net change for prior amendments:	\$ 1,224,931.00
This amendment amount:	\$ 3,376,917.00
Adjusted Agreement amount:	\$ 8,580,848.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

City of Fremont, Nebraska

HDR Engineering, Inc.

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

ATTACHMENT A
SCOPE OF SERVICES

PROJECT NAME:

City of Fremont Wastewater Treatment Plant Wholestone Expansion – Design, Bidding and Construction Contract Administration

PROJECT DESCRIPTION:

In 2017 and 2018, the City of Fremont began construction on 3 separate WWTP improvement projects. In the first package, the City expanded the secondary treatment capabilities to provide ammonia and BOD removal for projected flows and loads as well improving associated plant infrastructure. This package was Substantially Complete in summer 2019. The second and third packages included anaerobic lagoons for industrial pre-treatment and an additional egg digester to address increased solids loadings. These packages are anticipated to be Substantially Complete in 2020. During construction of the 3 projects, the local pork processing facility (formerly Hormel) was purchased by Wholestone in early 2019. The new ownership of the pork processing plant intends to expand from one shift of kill/cut to two shifts of kill/cut which will greatly increase the flows and loads sent to the WWTP. In addition, the City received a Compliance Order requiring year round disinfection of plant effluent be completed by October 2022.

The purpose of this project is to develop the design documents, provide bidding assistance, and construction contract administration services for the WWTP improvements needed to address the Compliance Order, and projected increases in industrial flows and loads and associated anticipated improvements or plant modifications.

The scope of services defined below outlines the activities that will be provided by HDR for these tasks based on the following project definitions and assumptions:

Task 1 – Design and Development of Drawings and Specifications of one (1) HDPE lined and Covered Anaerobic Lagoon.

Assumptions:

- Total lagoon volume ~6,500,000 gallons
- Fremont will provide data for final sizing of the lagoons from Wholestone
- General dimensions of the lagoons will be approximately 350'x240' at the top of inside lagoon embankment or dike. Anaerobic lagoon construction will involve approximately 2 to 3 ft excavation with the balance of the earthen berms constructed from suitable offsite borrow materials located and obtained by the Contractor.
- Industrial users discharging to lagoons will provide pretreatment including screening and DAF treatment prior to the lagoons and waste streams shall be from meat processing operations.
- Sole source an additional pump at the industrial lift station to match existing pumps in type, size, and capacity.
- The lagoon will be located on site.
 - The lagoon system will incorporate a 60-mil HDPE dual bottom liner, earthen construction, 100-mil HDPE insulated cover, storm water and gas collection systems.

- Heating of anaerobic contents or influent wastes will be done by existing boiler and heat exchanger in the Anaerobic Building. It is assumed Wholestone’s wastewater will be 85 degF
- Expansion of Biogas Conditioning System is not included. City intends to flare any biogas volume that exceeds capacity of existing storage and biogas conditioning system.
- Based on an anticipated increase in biogas production, an air construction permit application is required.

Task 2 – Design and Development of Drawings and Specifications of Improvements to Existing WWTP

Assumptions:

- The improvements will be designed to treat BOD and ammonia with future modifications for nitrogen and phosphorus removal.
- The design will include the following general components
 - Multi-zone aeration structure
 - Sole source new blower and associated instrumentation & controls, valves, and electrical equipment to match existing.
 - Additional 50% of existing treatment volume
 - One train consisting of an anoxic zone, swing zone and two aerobic zones
 - Basin will be concrete rectangular structure with a water depth of 19’ similar to existing.
 - Sole source basin mixers, submersible pumps, and mixed liquor recycle pumps.
 - New RAS/WAS Pumps associated with new aeration train and new final clarifier
 - Precast wall construction to match existing.
 - Standing seam metal roof to match existing.
 - Footprint of building (including wetwell) anticipated to be 20’ x 30’
 - Design (2) RAS and (2) WAS pumps for the third train. One duty, one spare for each. Pumps will run on VFDs
 - Secondary Lift Station
 - To accommodate increased flow capacity, HDR to evaluate modifying the existing (3) pumps located in the Secondary Lift Station basement or replace the existing pumps with (3) new pumps. Modify existing piping. If (3) new pumps are required, HDR to evaluate the feasibility of reusing the existing pumps in the new RAS/WAS building.
 - No architectural, structural, or mechanical modifications to the existing secondary lift station are included at this time. The Basis of Design will evaluate the feasibility of using the existing structure. If the existing structure or a portion of it cannot be re-used, an amendment to the scope may be required.
 - New final clarifier
 - Design a new final clarifier associated with the new aeration train and new RAS/WAS pump station.
 - New UV Disinfection System
 - Determine appropriate design criteria (UVT) for new UV disinfection system

- Abandon existing channel since amount of disinfection and benefit of retrofit is minimal
 - Reuse existing building to house electrical gear and UV bulbs for new equipment
 - Construct new channel(s) on north side of existing building with overhead canopies. New channel would not be enclosed in a building.
 - Assume a future 24 MGD peak hour flow and design new channel with this capacity. Equipment will only be provided for current peak hour flows of 17.7 MGD. Allow for space for future UV equipment to be installed as future flows increase over time.
 - Design a new bypass line on the north side of the new channel(s) with a new junction box.
 - Design a new effluent flow measurement structure and abandon the existing flow measurement structure.
- Solids Processing Building – Strain Press
 - Design a new strain press system located in the existing Solids Processing Building truck storage area. Strain press to remove undesired materials from solids prior to anaerobic digestion.
 - Two strain presses are anticipated on a platform with a dumpster below to collect solids from the presses.
 - Mechanical HVAC improvements in the vicinity of the new strain presses is anticipated to be required.
 - No architectural or structural modifications to the building, other than the equipment platforms is anticipated.
 - It is anticipated that the existing ESAD feed pumps will be adequate to move biosolids from the mixed storage tanks, through the strain presses, and to the ESADs.
- Compost Pad
 - Design a new compost drainage area per NDEE Title 132, Chapter 6.
 - Modifications to existing permitting to be completed by the City.
- Headworks Gate Replacement
 - Replace existing bar screen isolation gates.
 - Concrete repair in the lower level of the headworks in the vicinity of the replacement gates. Repairs will consist of localized surface cleaning and preparation and installation of repair materials and does not include any structural analysis or change in geometry.
- Associated foundations, site work, electrical, instrumentation and controls and mechanicals systems
 - These improvements shall include only that work required for the unit process operations being improved.
 - Foundations for the new buildings and basins are spread footings. No deep foundations are anticipated.

- The electrical feed to the WWTP site will be upgraded by others as necessary for the improvements. Electrical improvements as part of this scope shall start at the secondary side of the City provided transformer(s).
- Emergency power including but not limited to emergency generators or redundant power feed to the site is not included in this project.

Task 3 - Final Preparation of Contract Documents, Opinion of Probable Construction Cost, and Bidding

Assumptions:

- Project will be bid in one package

Task 4 – Construction Contract Administration

Assumptions:

- Bidding activities will occur in early 2021 with anticipated substantial completion by Late 2022, for approximately 22 months of construction.
- HDR will provide construction contract administration and resident project representative (RPR) services during construction

SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

HDR will assist City with ongoing services by performing the following Activities:

- *Project Management*
- *Project Initiation and Basis of Design*
- *Design and Document Development*
- *Bidding Phase Services*
- *Construction Phase Office Services*
- *Construction Phase Field Services*
- *Startup and Close-Out Services*

The specific Scope of Services for these Activities for the above reference Tasks is described as follows:

PROJECT MANAGEMENT

General

Project management activities include planning, organizing and monitoring project team activities, budget management, progress reporting, QA/QC programming, subconsultant management, and liaison with City to collaborate and facilitate input as identified during the project.

HDR Activities:

Team Management and Project Control

- Budget and invoice management.
- Schedule monitoring and update for Project.
- Resource management and allocation based on Project schedules and activities.
- Production coordination.

- Monthly progress reports submitted to City with each payment request documenting HDR's activities the previous month, scope issues, schedule issues and financial issues.
- Facilitate internal audits of the Project to confirm compliance with scope and the Project quality assurance plans.
 - 0% Project Review.
 - Periodic Management Reviews.
- Facilitate consultant team meetings on a regular basis during preliminary and final design phases to facilitate communication flow and design development.
- Provide ongoing project coordination and communication with City concerning project activities.
- Develop guidance document (Project Management Plan) for HDR personnel to define activities, constraints, guidelines, budgets and procedures for design and bidding services.
 - Maintain Project Management Plan, distribute and update as activities dictate.
 - Define project activities, constraints, procedures, guidelines, schedules and budgets for HDR team members and subconsultant personnel. Identify format of deliverables for survey, geotechnical activities, construction drawings and specifications. Review processes and procedures to be implemented for the project with City.

Quality Control Reviews

- Project Approach and Resources Review (PARR)
- Basis of Design QC review
- 40% Design Documents QC Review
- Pre-Final Design Documents QC Review

City Activities:

City will:

- Provide timely review and processing for payment of monthly progress reports and invoices.
- Provide timely review and comment on project deliverables.

Deliverables:

The following deliverables shall be provided:

- Monthly project status reports and invoices.

Meetings:

None anticipated for this specific task series.

Key Understandings and Assumptions:

- Meetings and workshops are included under subsequent tasks as specifically identified in other task items.

PROJECT INITIATION AND BASIS OF DESIGN

General:

This activity is intended to collect and review available information; develop and evaluate alternatives; document refinements to anticipated improvements; and assist in obtaining Project permits and approvals.

HDR Activities:

Project Initiation

- Identify project needs for background information to be provided by City. Solicit background data to be provided from City which may impact the design. Potential background data includes, but is not limited to, construction drawings, record drawings, shop drawings, existing utility information, previous geotechnical reports, and previous study information.
- Compile the background data provided by the City in electronic format as available and hard copy. Review related and pertinent project information available from City.

Project Kickoff Meeting

- Conduct Project Team Kickoff meeting.
 - Review and establish Project goals.
 - Identify City concerns and potential obstacles.
 - Review procedures, contacts and protocols outlined in Project Management Plan.
 - Review and discuss available data.
 - Review and refine Scope of Design and overall Schedule as required.
 - Review and refine the concepts identified for the Project, discuss operations and maintenance considerations relative to design, identify City materials and equipment preferences, and identify considerations meriting further detail evaluation.

Geotechnical Investigations

- Secure and review available existing geotechnical information to the extent to which it exists and identify additional data to be obtained for the project.
- Geotechnical investigations will be performed (by a subconsultant) to provide information on subsurface soils at the existing WWTP site and recommendations needed to design the proposed improvements.

Topographic Surveys

- Conduct topographic survey of the existing WWTP site for the proposed improvements.
- Identify geotechnical boring locations for the project.
- Topographic Survey will be completed by a subconsultant

Permits

- Coordinate and prepare permit applications for the following
 - NPDES Storm Water Permit NOI.
 - NDEE Air Construction Permit

- Based on additional biogas production from the fourth anaerobic lagoon due to increased industrial loads.
- The addition of the fourth lagoon will increase the average annual biogas design production value from the lagoons from the currently permitted limit of 425 standard cubic feet per minute (scfm) to approximately 570 scfm. There will be no change to the maximum hourly biogas design flow rate of 1,500 scfm, which is limited by the blower capacity.
- This increase in average annual biogas production will require a permit revision to CP18-002 issued to the facility on June 19, 2018; because, the numeric permitted pollutant limits and annual biogas production would exceed the current limits set in Condition III.(C) of the permit based upon the increased annual average biogas flow.
- The increase in Sulfur Dioxide emissions from this change is anticipated to exceed the air modeling thresholds that would require the facility to conduct an air modeling analysis for the construction permit application.
- NDEE Wastewater Construction Permit
 - Provide technical information, drawings, and design data of preliminary documents to the Nebraska Department of Environmental Energy (NDEE).
 - Provide technical information, drawings, design data, and prepare Application for a Permit to Construct from the NDEE.
 - Respond to written comments and questions from NDEE and incorporate as appropriate.

Basis of Design

- Using the background information provided, complete preliminary process design, process and instrumentation diagrams (PIDs), hydraulic profile, structure layout, equipment sizing, and basis of design for architectural, structural, electrical and mechanical systems for the proposed improvements.
- Update the Draft Basis of Design report for the proposed improvements which will contain summaries and recommendations for the preliminary designs, and opinion of probable construction cost.
- Submit Draft Basis of Design Report to the City for review and comment.
- Meet with City to review and present the findings of the Basis of Design Report, receive comments, and gain concurrence with the findings and recommendations. Comments will be incorporated into the Final Basis of Design Report.
- Prepare and distribute agendas and minutes of the Basis of Design review meeting.

City Activities:

City will:

- Provide background information requested, to the extent it is available (Electronic format is preferred).
- Support HDR staff in communicating with agencies.
- Participate by providing input with respect to preferences and philosophies and provide meeting space for the Project Kickoff and Basis of Design Review meetings.
- Provide access to the sites for geotechnical investigation and survey. Mark underground utilities owned by the City for pickup by the topographic survey.
- Review, sign and submit any and all permit applications, and pay all associated fees.
- Support HDR staff in communicating with the NDEE.
- Identify local codes and requirements applicable to the Project.
- Provide timely review and written comments (compiled into a single document) on Basis of Design Report and other deliverables. A review period of one (1) week is estimated for completion of the review.

Deliverables:

The following deliverables shall be provided:

- Kickoff and Basis of Design Report meeting agendas and minutes, electronic pdf format.
- Geotechnical Report, electronic .pdf format.
- Topographic Survey, electronic AutoCAD format.
- Permit materials, electronic pdf or hard copy format as applicable.
- One (1) Draft Basis of Design Report, hard copy 8 ½" x 11" and electronic .pdf format.
- One (1) Final Basis of Design Report, hard copy 8 ½" x 11" and electronic .pdf format.

Meetings:

Meetings anticipated and identified in the scope for the project work include the following:

- Project Kickoff Meeting.
- HDR Field Investigation.
- Basis of Design Review Meeting.

Key Understandings and Assumptions:

- City will consolidate all comments from staff on deliverables and present one unified written document of comments to HDR for consideration.
- Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by City or others are not included in the Scope of Services. HDR assumes that all City provided data on existing facilities is of sufficient detail to create drawing and/or model backgrounds.
- Soils on site will be "clean," suitable for conventional spread footing foundations, and when excavated suitable for reuse as select native backfill

material. Considerations related to contaminated soils, pier/pile foundations, and/or disposal of unsuitable soils are not included and would need to be added by Amendment.

- For the purpose of fee development, an allowance of \$33,000.00 is included for the Geotechnical Investigation and the topographic survey. HDR will utilize subconsultants for this work.
- It is assumed that the preparation of a Stormwater Pollution Prevention Plan (SWPPP), required of a NPDES Construction Stormwater Permit, would be by the selected construction contractor. As such, the SWPPP is not included in this Scope of Services. HDR will prepare the NOI to be submitted by the City.
- The addition of one covered anaerobic lagoon that will be controlled by either the biogas flare or gas conditioning system at all times is the only change to be accounted for in the air permit application. All other existing equipment will remain unchanged.
- Prevention of Signification Deterioration (PSD) applicability will not apply to this project regarding the air permit application because the potential to emit for CP18-002 will remain less than 250 tons per year for all pollutants. The issue of this permit action representing a separate project for purposes of PSD will not be addressed.
- Air modeling will be conducted for up to three scenarios for Sulfur Dioxide emissions from the permit modification in support of this air permit application. No other pollutants are anticipated for modeling.
- The required air permitting application fee to NDEE will be paid by the Owner.
- HDR has included 30 man hours to address NDEE questions related to the submitted air permit application and review of the draft permit application prior to issuance.
- HDR's effort is associated only with assistance on the permits/approvals specifically identified above. The City will be responsible for all permitting fees and costs.
- This Scope of Services assumes that additional public involvement activities (meeting/hearing) may be required and that NDEE will facilitate and administer the required 30-day public notice of permits. HDR has not included public involvement activities.
- The Basis of Design Review Meeting will include HDR's Project Manager and up to two additional team members.

DESIGN AND DOCUMENT DEVELOPMENT

General:

This Activity is intended to perform calculations and final designs and prepare Contract Documents as described below.

HDR Activities:

Preliminary (40%) Design Document Development

- Prepare preliminary design documents including drawings, and table of contents for technical specifications for the various components of the project.

- Provide in-house QC review by senior interdisciplinary personnel.
- Prepare an updated opinion of probable construction cost for the project based upon current state of project detail.
- Submit preliminary design Contract Documents for review by the City. Meet with City to review progress, status of design, and current opinion of cost.
- Prepare agenda, meeting minutes, and written responses to City's comments and incorporate comments into Contract Documents as appropriate.

Pre-Final (95%) Design Document Development

- Prepare pre-final design documents including drawings, details, and technical specifications for the project based upon current state of project detail for the various components of the project.
- Update opinion of probable construction cost.
- Incorporate Engineers Joint Contract Documents Committee (EJCDC) front-end documents, general conditions, and bidding and contract documents.
- Provide in-house QC review by senior interdisciplinary personnel.
- Submit pre-final Contract Documents for review by the City.
- Provide pre-final Contract Documents to NDEE for review, comment and approval. Meet with City to review progress, status of design, and current opinion of cost.
- Prepare agenda, meeting minutes, and written responses to City's comments and incorporate comments into Contract Documents as appropriate.

Final Bidding Document Development

- Prepare bidding documents including drawings, details, technical specifications, and front-end documents for the various components of the project. Incorporate appropriate review comments from City and NDEE.
- Submit Bidding Documents to the City.
- Verify that required construction permits have been received from NDEE.

City Activities:

City will:

- Participate and provide a location for review meetings.
- Provide timely review (a maximum of one-week review period) and written comments on deliverables.
- Provide legal review and acceptance of HDR-prepared front-end documents.

Deliverables:

The following deliverables shall be provided:

- Three (3) reduced scale hard copy documents and one (1) electronic pdf format copy of the preliminary (40% design) documents
- Three (3) reduced scale hard copy documents and one (1) electronic pdf format copy of the pre-final (95% design) documents
- Three (3) full-size hard copy sets of pre-final design documents to NDEE
- Opinions of Probable Construction Cost for each design deliverable, electronic pdf format

- Meeting agendas and minutes, electronic pdf format.

Meetings:

Meetings anticipated and identified in the scope for the project work include the following:

- Meeting for 40% document reviews
- Meeting for Pre-final document reviews

Key Understandings and Assumptions:

- The design and bidding services are based on one construction bidding package.
- It is anticipated that the bidding documents will include approximately 200 drawings. Not all drawings will be submitted for the 40% packages.
- Drawings will be developed using HDR CAD standards using AutoCAD/Revit/BIM.
- Full Size Drawings size will be 22" x 34".
- Half Size Drawings size will be 11" x 17".
- Technical specifications will be prepared in Construction Specification Institute (CSI) 3-part format 6-digit, 50 division format as modified by HDR and will be based on HDR master specifications.
- Bidding Documents and General Conditions for the project will be EJCDC standards as modified by HDR and the City of Fremont.
- City will consolidate all comments from staff on deliverables and present one unified written document of comments.
- Redesigns associated with City requested modifications of previously approved design development documents are not included in this Scope of Services.
- Opinion of Probable Construction Cost will be developed using Microsoft Excel with the format of the estimate being broken down by CSI divisions. Appropriate factors for undefined scope of work, contingencies, and escalation will be used based on the level of the design.
- No Equipment Pre-Procurement contracts for Assignment to a General Contractor are included.
- No LEED, Envision, or other energy rating services are included.
- Meeting Attendance for document reviews includes HDR's Project Manager, and Design Manager.

BIDDING PHASE SERVICES

General:

These activities are intended to assist the City in solicitation of bids and execution of a Contract for Construction for the one bid package

Document Reproduction and Distribution

- Assist City with advertising for bids.
- Distribute Notice to Bidders to potential contractors.
- Distribute Contract Documents to plan houses, contractors and suppliers.

- Maintain list of plan-holders.
- Distribution of Contract Documents and maintenance of plan holders list will be by an online, web-based service. No hard copy printing of Contract Documents for distribution is anticipated.

Conduct Pre-Bid Meeting

- Prepare agenda and conduct meeting to address pertinent items for discussion at the pre-bid meeting, including bidding requirements, regulatory requirements, and site conditions, etc.
- Attend pre-bid meeting and site visit to review the project with the potential bidders.

Document Clarification/Addenda

- Address comments and questions from bidders or plan holders.
- Prepare addenda items containing clarifications and modifications to the Construction Documents.
- Distribute addenda to plan holders.

Bid Evaluation/Recommendation of Award

- Review bids received during bid letting for inclusion of required information and correct bid price tabulation.
- Review Contractor qualifications for performing the required work.
- Evaluate the apparent low bidders in accordance with the Contract Documents.
- Make written recommendation to the City for the award of the contract. Recommendation will be made based on the lowest responsive and responsible bid in the best interest of the City.

Deliverables:

The following deliverables shall be provided:

- Bidding Contract Documents to the City and plan-holders, electronic pdf format.
- Pre-bid meeting agenda and minutes, electronic pdf format.
- Addenda items electronic pdf format.
- Bid evaluation of apparent low bidders, electronic pdf format.
- Recommendation of contract award, electronic pdf format.

Meetings:

Meetings anticipated and identified in the scope for the project work include the following:

- One Pre-bid Meeting.

Key Understandings:

- City of Fremont will issue the Contracts to the recommended Contractors and review insurance certificates; one Contractor for the bid package.
- Pre-Bid Meetings will include HDR’s Project Manager and one other team member.

- Contract Documents will not be conformed (e.g. integration of addenda into the drawings prior to construction).
- There will be only prime contract with one bid opening and recommendation of award.
- No hard copy Contract Documents will be prepared for distribution to potential bidders.

CONSTRUCTION PHASE OFFICE SERVICES

Meetings Administration

HDR will administer the construction contract to facilitate effective Project communications.

HDR Activities:

Preconstruction Conference

- Conduct and document Preconstruction Conference to address technical issues.

Construction Meetings

- Conduct, participate in and document monthly Project construction meetings, up to 22 meetings.
- In conjunction with monthly Construction Meetings, HDR representative will visit the site to observe the general progress and quality of the work completed and to assess if the work is being performed in accordance with the contract documents.

Site Visits (Designers)

- Provide interpretations of Contract Documents.
- Provide up to 10 site visits by design team members to supplement daily on-site observation as defined in the Construction Phase Field Services activities.
- Notification of Nonconformance – On the basis of on-site observation as a design professional, HDR shall keep the City informed of the progress of and quality of the Work to guard the Owner against defects and deficiencies in the Work. HDR shall notify the City of work which is unsatisfactory, faulty, defective, incomplete or does not conform to the Contract Documents, advise and recommend action required to correct or complete such unsatisfactory, faulty, defective or incomplete work and, at the request of the City, see that these recommendations are implemented by the Contractor.

City Activities:

City will provide appropriate representation at Preconstruction Conference and Construction Progress Meetings.

Deliverables:

The following deliverables shall be provided:

- Preconstruction Meeting Agendas and Minutes, electronic pdf format.
- Construction Progress Meeting Agendas and Minutes, electronic pdf format.

Meetings: Meetings anticipated and identified in the scope for the project work include the following:

- One Preconstruction Conferences will be held
- 22 Construction Meetings.

Key Understandings:

- **HDR** will advise and recommend action required to correct or complete such unsatisfactory, faulty, defective or incomplete work, at the request of the City, as additional services to be paid by the Contractor.
- **HDR** will advise and recommend action required to correct or complete work due to unforeseen or changed conditions, at the request of the City, as additional services.

Submittals Administration

HDR will provide administrative and technical support for the administration, review and approval of Contractors' submittals to assess Contractors' understanding of material and equipment requirements and conformance with the contract requirements.

HDR Activities:

Shop Drawings Administration

- Review and comment on Shop Drawing Submittal Schedule.
- Receive, log and provide timely review and re-distribution of shop drawings, miscellaneous submittals, and other submittal information.
- Review shop drawings for compliance with technical requirements.
- Address general status of shop drawings at Construction Meetings.

O&M Manual Review and Administration

- Review submitted transmittal for appropriateness and coordination with submittals.
- Review submittals for technical requirements.
- Obtain from Contractor the specified number of approved copies of O&M manuals for distribution to **City**.

Evaluate Requests for Substitution

- If the Contractor requests a waiver of provisions of the Contract Documents, HDR will make a recommendation on the request to the City for its determination.
- Assist City in negotiating cost or time considerations, additive or deductive, associated with a product substitution.

City Activities: Provide timely input on alternates and substitutions proposed by the Contractor.

Deliverables:

- Action letter to Contractor on Schedule Acceptance or Rejection.
- Review comments on submittals with defined action.

- Monthly Shop Drawing Status Logs
- Written review comments and action on O&M submittals.
- Written approval or rejection of substitution requests.

Key Understandings

- HDR will utilize its software to log and track Contractor submittals. All shop drawings and submittals will be handled electronically.
- It is assumed that the cost of reviewing Contractor’s initial shop drawing submittals and one resubmittal are included in this scope. The review costs associated with any subsequent resubmittals will be paid for by the Contractor.

Schedule Administration

HDR will review Contractor’s detailed construction schedule for compliance with the Contract Document requirements and functionality for monitoring construction progress throughout the Project.

HDR Activities:

Review and Approval of Initial Construction Schedule

- Review schedule for major elements of the Project and for conformance to specified schedule sequences and completion dates.
- Meet with City and Contractor to reconcile disputed schedule deficiencies and document reconciliation of disputed deficiencies.

Review Actual Construction Against Schedule Status

- Review and identify non-critical and critical path activities compared to scheduled milestones.
- If it becomes necessary, notify Contractor in writing of observed schedule deficiencies, and request a corrective action plan and revised schedule indicating the means of regaining schedule losses.

City Activities:

None

Meetings:

Meetings anticipated and identified in the scope for the project work include the following:

- Meeting with City and Contractor to reconcile disputed schedule.

Deliverables:

- Written rejection or acceptance of initial construction schedule, electronic pdf format.
- Written notice to Contractor of observed schedule deficiencies, electronic pdf format.

Key Understandings

- HDR is not responsible for the detailed planning, sequencing and scheduling of the construction.

- HDR is not responsible for the Contractor's failure to execute the approved schedule, regardless of whether apparent deficiencies are observed or noted by HDR.

Contract Interpretations & Modifications Administration

HDR shall provide timely reviews and responses to Contractor requests for interpretations or information and proposed modifications identified by the Contractors, City or HDR design and construction observation team.

HDR Activities:

Coordinate Interpretations Review

- Receive, log, review, and respond to Requests For Information (RFI).
- Prepare and issue RFI Responses, Field Order (FO), or Change Proposal Requests (CPRs) as required.

Coordinate and Issue Field Orders (FO's)

- For minor changes involving no cost and no time changes, issue FOs.
- Track and file FO's through issuance and Contractor's acceptance.

Administration of Changed Work

- Evaluate Project to assess when changes are required.
- Initiate necessary changes in the form of Change Proposal Requests (CPRs).
- Collect technical information and evaluate proposed change. Prepare technical description of the CPR using necessary graphic details and specifications and issue CPR to the Contractor for pricing.
- Review and assist City in negotiation costs and time changes presented on CPRs by Contractor. Assist City with final pricing as required.
- Maintain current status log of CPRs.

Change Orders (CO's)

- Review CPR items and negotiated costs with City for City's approval prior to Contractor's authorization for the Work under a Change Order (CO).
- Update Change Order logs and provide status reports tracking the execution of Change Orders.

Work Change Directives (WCDs)

- Assist the City in issuance of a Work Change Directive when necessary to expedite changes to the Work (CPRs) prior to final agreement on changes to the Contract Price or Contract Times.
- Upon completion of the Work, review and assist City in negotiation costs and time changes presented on WCD/CPR by Contractor.

City Activities:

- Timely, organized review and execution of changed work documents.

- Authorize the Contractor to proceed with changes to the work prior to final agreement on change in price or time (WCD)

Deliverables:

- Responses to RFI's, electronic pdf format
- Field Orders (FO), electronic pdf format
- Change Proposal Requests (CPR), electronic pdf format
- Change Orders (CO) for execution by Contractor, electronic pdf format and three hard copies for final execution by City, Contractor and HDR.
- Work Change Directives (WCDs), electronic pdf format
- Monthly summary of RFI, FO, CPR, CO, and WCD status, electronic pdf format

Key Understandings

- HDR will use its software and standard Construction Contract Administration forms for documenting contract interpretation and modification activities electronically as much as possible.

Payment Administration

HDR will review Contractor's distribution of costs to the various elements of the total construction in the Contractor's Schedule of Values (cost breakdown) for suitability to use as a basis for progress payments and determination of cost impact of changes.

HDR Activities:

Review and Approval of Initial Schedule of Values

- Review cost breakdown by comparison to Engineer's Opinion of Probable Construction Cost back-up file.
- Meet with City and Contractor to reconcile disputed areas of apparent unbalanced costs, if necessary.

Review and Process Applications for Payment

- Review applications for payment in comparison to estimated quantities.
- Conduct review of storage areas and verify existence of invoiced materials/equipment and proper storage.
- Execute and distribute completed application for payment indicating amount recommended for payment and transmit to City for processing of payment.
- Process and sign Final Application for Payment.

City Activities:

Timely execution of Contractor payment.
City input for resolution of disputed items on Contractor's pay requests.

Meetings:

Meetings anticipated and identified in the scope for the project work include the following:

- Meeting with City and Contractor to reconcile disputed areas of unbalanced costs.

HDR Deliverables:

- Written review comments of Schedule of Values as required until schedule is acceptable, electronic pdf format.
- Executed application for payment including recommendations for payment, three hard copies for final execution by City, Contractor and HDR.

Key Understandings:

- Construction Contract is to be a lump sum contract.

CONSTRUCTION PHASE FIELD SERVICES

General:

HDR will provide a Resident Project Representative (RPR) who will observe, record and report the Contractor’s work progress to assess the work is in general conformance with the requirements of the Contract Documents and to guard against defects in materials and workmanship. Document activity observed making note of observed deficiencies and issues requiring resolution.

HDR Activities:

General Construction Observation

- Prepare and file daily field reports noting daily conditions and work completed and Contractor work force figures.
- Note observed construction deficiencies and items requiring correction.
- Generate photographic or video documentation.

Site Conditions Review

- Periodically review overall condition of site for excessive construction debris or erosion, and proper drainage and access.
- Periodically review protection provisions for existing structures, piping, trees and other items designated to be protected.

Stored Materials/Equipment Review

- Coordinate with Contractor to facilitate review of major items prior to unloading and storage.
- Regularly review Contractor’s storage areas to assess compliance with the Contract Documents.
- Adjust payments properly for observed damaged or improperly stored equipment.

Site Visitations

- Coordinate and conduct design discipline site and other visitations.
- For special visitations, arrange that proper persons representing the City, HDR and the Contractor are present.

Coordinate Project Photo and Video Documentation

- Develop and maintain a storage system to enable easy retrieval of video or photo documentation of construction activities as deemed appropriate.

Record Drawing Review

- Review monthly status of Contractor’s as-recorded drawings. Refer to Field Order and CPR logs to identify areas of construction revision.
- Note items as they are noticed during regular field observation duties for inclusion on monthly as-recorded updates.
- Report general status at Project meetings.

Develop a Progressive List of Items Requiring Correction

Monitor construction throughout the Project duration and identify items that are observed to be deficient with the intent of the Contract Documents.

Equipment Tagging Review

- Review equipment tagging to assess conformance with Contract Documents.

Equipment and Instrumentation Installation Certifications Review

- Observe the progress of manufacturer installation checks and instrumentation commissioning and receive and log documents for the permanent record.

Manufacturers’ O&M Training Review

- Review Contract Documents with the Contractor and City to establish which equipment requires training and how many hours.
- Review manufacturers’ training outlines and materials for appropriateness.
- Collect and log operator equipment training certification forms.

City Notification of Accident Damage/Injury

- Request lost-time accident reports at construction meetings.
- Upon observation or notification of an accident, take photographs and/or videotape of accident scene, make written notes and notify City and HDR.

Facility Start-up and Demonstration Review

- Observe, record and report the progress of initial starting of equipment and the Demonstration Period.

Review Applications for Payment

- Review draft application for payment (Pencil Draft) in comparison to measured or estimated quantities.
- Conduct review of storage areas and verify existence of invoiced materials/equipment and proper storage.
- Meet with Contractor to reconcile discrepancies.

City Activities:

- City to provide any special protocol to be used when non-construction related personnel visit the site.

HDR Deliverables:

(All Deliverables will be in electronic format unless noted otherwise)

- Daily Field Reports
- Observed deficiencies for Contractor action with respect to site conditions, stored materials/equipment, and record drawings
- Notice of non-compliance with the intent of the Contract Documents
- Photo and Video documentation
- Equipment installation certificates from Contractor
- O&M Training log
- Observations of accidents, damage, or injuries
- Applications for Payment (Pencil Draft with Review Comments)

Key Understandings

- The Resident Project Representative (RPR) shall endeavor to guard the City against defects and deficiencies in the work of Contractor; but the furnishing of such services does not make HDR or the City responsible for or give HDR or the City control over construction means, methods, techniques, sequences, or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.
- HDR will not supervise, direct or control Contractors' forces.
- HDR will manage the RPR to provide construction observation at the site of the work during critical construction activities, but will not be required to assign personnel to this Task to the extent that a RPR is present on site at all times a Contractor is working.
- HDR will not provide equipment for or any materials sampling and testing. HDR will hire a subconsultant to provide Special Inspection, materials testing, and sampling. \$330,000 is included in the fee for this effort.
- HDR will provide one resident project representative (RPR) to provide full time (up to 3,800 hours) observation.
- The HDR RPR will be supplemented by City personnel when additional observations are required due to the amount of construction activity and during short periods of absence of the RPR associated with noncritical construction activities.

START UP AND CLOSE OUT SERVICES

General:

HDR will work with City and Contractor to assist in system startup.

Startup and O&M Services

HDR Activities: **Startup Assistance**

- Assist in process decisions associated with startup of facility equipment and systems by providing technical input from which the Contractor can make decisions for system startup, testing and demonstration.
- Review Contractor's Startup Plan and provide comments.
- Participate in start-up review meetings between the Contractor, RPR, control system integrator and City operations staff.
- Assist City staff in assuming operation of the facility.

Operations/Training

- Provide training during facility startup and following initial operation. Purpose of training is to review equipment and control functions, review normal and alternate operation modes and answer Operator questions.

Project Operations Manual

Prepare Operations Manual consisting of the general description, flow schematic and design parameters for the new facilities.

- This manual will include the individual equipment O&M manuals furnished by manufacturers and suppliers.
- Monitor assembly and delivery of Operation and Maintenance Manuals from the Contractor as required by the contract documents.

City Activities:

- City will provide labor and direct its forces in the startup activities required to fulfill the Contract Document requirements.
- City will operate and maintain the facilities during startup; participate in pre-startup training activities; designate a single point of contact for scheduling City's staff for training and startup activities; review and become familiar with operations manual prior to startup.

Meetings:

Meetings anticipated and identified in the scope for the project work include the following:

- Startup Review meeting with Contractor and City, total of 1 meeting.
- Operational and Training Meetings.

HDR Deliverables:

- Documentation of process and operational decisions made during startup activities, electronic format.
- Operations Manual, electronic pdf format.

Key Understandings

- Contractor will furnish final equipment O&M manuals, provide associated equipment training to City's staff, and successfully complete performance and demonstration testing.
- Up to two (2) person days of onsite startup assistance will be provided.

Project Closeout

HDR Activities:

Review Substantial Completion Submittal

- Review Contractor's required substantial completion submittal and assess if Project is ready for substantial completion inspection.
- Review required substantial completion submittal documents for completeness and compliance with Contract provisions.

Conduct Inspections for Substantial Completion

- Conduct substantial completion inspection and prepare a report (punch list) covering observed discrepancies, deficiencies and omissions in the work performed by the Contractor.
- Prepare a certificate of substantial completion when the Contractor has completed work in substantial compliance with the Contract Documents.

Document Project Warranties

- Work with City to determine the start of the warranty period (typically the date of Substantial Completion) to define for parties the ending date of the period for which the Contractor is responsible for repairing deficient Project materials and equipment.

Review Final Completion Submittal

- Review the Contractor's required final completion submittal.

Conduct Final Completion Inspection

- Work with City to assemble the various final completion submittal documents for the final inspection meeting and review them with the various parties.
- Conduct the final inspection.

As Recorded Drawings

- Perform drafting of Record Drawing revisions based on Contractor's as-recorded documents and transmit to City.

Final Payment

- Prepare letter stating whether Engineer is aware of outstanding issues that preclude issuance of Final Payment.

City Activities:

- Participate in substantial completion inspection.
- Participate in Final completion inspection.
- Process and sign final Application for Payment.

Meetings:

Meetings anticipated and identified in the scope for the project work include the following:

- Substantial Completion Inspection
- Final Completion Inspection

HDR Deliverables:

- Substantial completion punch list, electronic format.
- Certificate of Substantial Completion, hard copy.
- Written notification of start of warranty period, electronic format.
- Electronic pdf and two (2) hard copies (one full-size and one half-size) of As-Recorded Drawings.
- Final completion submittal checklist and recommendation for final payment, electronic format.

Key Understandings

- Substantial and final inspections will include up to one person from each design discipline, but not more than eight (8) people total.
- Only one of each inspection is anticipated. If the work is not deemed substantially or finally complete at the time of the inspection, additional inspections will be at the expense of the Contractor.

**REIMBURSEMENT AND
INDEMNIFICATION AGREEMENT
FOR WASTEWATER ENGINEERING**

This Reimbursement and Indemnification Agreement (the “Agreement”) is made and entered into on this 28 day of April, 2020, between the City of Fremont, a municipal political subdivision of the State of Nebraska (“City”), whose address for the purposes of this Agreement is 400 East Military Avenue, Fremont NE 68025, and WholeStone Farms, Inc. a Nebraska corporation (“WholeStone”), whose address for the purposes of this Agreement is 900 South Platte Ave, Fremont, NE 68025.

PRELIMINARY STATEMENT

The City has engaged the services of HDR Engineering, Inc. to assist the City in the design of additional wastewater treatment facilities at the existing City treatment plant for the added wastewater volumes related to a second shift proposed by WholeStone. The City and Wholestone have agreed to two shift discharge quantities (the “Future (Two Shift) Wastewater Discharge” volumes in a Wastewater Services and Cost Share Agreement) requiring need for additional wastewater engineering services. WholeStone has agreed to reimburse and indemnify the City for fifty percent (50%) of its expenses to engage HDR Engineering, Inc. for the design of additional wastewater treatment facilities to satisfy the Future (Two Shift) Wastewater Discharge volumes, subject to the terms and conditions set forth below.

TERMS AND CONDITIONS

Now, therefore, in consideration of the foregoing Preliminary Statement which is included herein by this reference and the mutual covenants of the parties hereto, it is agreed as follows:

1. WholeStone shall reimburse the City for fifty percent (50%) of its expenses to engage the services of HDR Engineering, Inc. in designing additional wastewater treatment facilities that satisfies the Future (Two Shift) Wastewater Discharge volumes, not to exceed \$1,750,000.00. WholeStone shall pay the City within thirty (30) days of its receipt of an invoice from the City, including a commercially reasonable level of detail describing the service provided in such a manner that Wholestone can determine that the wastewater treatment facilities are being constructed in accordance with the Future (Two Shift) Wastewater Discharge volumes and the costs related thereto with such detail including at a minimum any invoice and supporting documentation, including applicable task orders, from HDR Engineering to the City with the gross amount shown on the invoice along with a separate cost schedule showing how the amounts invoiced by HDR Engineering should apportioned between engineering costs that are or are not attributable (if there are such different costs) to the additional wastewater treatment facilities that support the Future (Two Shift) Wastewater Discharge volumes. If WholeStone (a) elects to discontinue its pursuit of expanded wastewater volumes for a second shift, whether

because the additional wastewater facilities are not being constructed in accordance with the Future (Two Shift) Wastewater Discharge volumes or for any other reason, and (b) notifies the City (in writing) of such election, then WholeStone shall only be responsible for the City's out-of-pocket expenses that accrued prior to the City's receipt of WholeStone's notice (not to exceed \$1,750,000.00 in any event).

2. WholeStone hereby agrees to indemnify and hold the City harmless from and against any and all liabilities, expenses including reasonable attorneys' and engineers' fees, orders, lawsuits, causes of actions, claims, damages, costs, penalties, fines, interest and demands whatsoever suffered, threatened against, or paid, or incurred by the City in connection with, or arising from, WholeStone's failure to reimburse the City in accordance with the terms of this Agreement.

3. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

4. All notices or other communications required or permitted by this Agreement shall be in writing and in all cases addressed to the party at the location or address indicated above. Such notice shall be considered to be properly given by and received by a party (i) whenever delivered in person, or (ii) on the date a return receipt is signed by a party when sent by certified mail, regardless of when received or delivered. A party shall have the right to change its address for notice or other communication to any other person or location within the continental United States by giving prior written notice to the other party.

5. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one agreement. Each counterpart may be delivered by facsimile or computer-scanned image transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

6. No amendment of this Agreement shall be valid unless it is in writing and is signed by the parties or by their duly authorized representatives, and unless it specifies the nature and extent of the amendment.

7. The City and WholeStone each agree to abide by all federal and state laws, statutes, ordinances and regulations governing the activities discussed herein "the Applicable Laws". WholeStone shall comply with, and indemnify the City against any violations by Wholestone of applicable regulations promulgated by the Environmental Protection Agency or other State government agencies regulating any activities engaged in by WholeStone found to be in violation of the Applicable Laws. Wholestone shall have the right to assert its own defenses against any allegations that it has violated Applicable Laws.

8. This Agreement, and the rights and duties of the parties arising from or relating in any way to the terms, covenants, or conditions of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nebraska.

9. Wholestone 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.

IN WITNESS WHEREOF, this Agreement was executed on the date as first written hereinabove.

WHOLESTONE FARMS, INC.

A Nebraska Corporation,

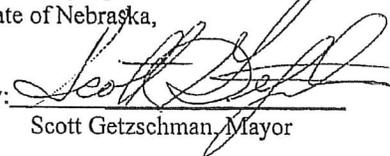
By: 

Name: STEVE WEEMS

Title: CEO

CITY OF FREMONT, NEBRASKA,

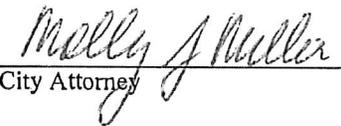
A municipal political subdivision of the State of Nebraska,

By: 
Scott Getzschman, Mayor

ATTEST


Tyler Picken, City Clerk

APPROVED AS TO FORM


City Attorney

RESOLUTION NO. 2020-128

A Resolution of the City Council of the City of Fremont, Nebraska authorizing the Mayor to execute Amendment #4 to the HDR Reimbursement and Indemnification Agreement for Wastewater Engineering for WholeStone Farms for Wastewater Treatment Plant (WWTP) upgrade.

WHEREAS, the City of Fremont requested Engineering services from HDR for WWTP Design to treat Wholestone Farms' additional flows and loadings; and,

WHEREAS, the cost of engineering is \$3,376,917, of which 50%, not to exceed \$1.75 million, will be reimbursed by WholeStone Farms; and,

WHEREAS, the Utility and Infrastructure Board reviewed the submitted fees and recommends approval for the contract amendment by a vote of 5-0 on June 9, 2020.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utility and Infrastructure Board and authorize the Mayor to execute Amendment #4 to the HDR Reimbursement and Indemnification Agreement for Wastewater Engineering for WholeStone Farms for Wastewater Treatment Plant upgrade.

PASSED AND APPROVED THIS 30TH DAY OF JUNE, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Keith Kontor, Water/Wastewater Superintendent
DATE: June 30, 2020
SUBJECT: Consider Amendment #5 to HDR Construction Administration Agreement for Anaerobic Lagoon Project.

Recommendation: Approve Resolution 2020-129.

Background: This is for additional onsite construction administration for the Lagoon Project. Project budgeted amount for this administration has been used up since lagoon project has extended past expected finish date.

The Utility and Infrastructure Board reviewed this item at their meeting on June 30, 2020 and voted 5-0 to recommend approval of the amendment.

Fiscal Impact: \$131,882

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 14, 2016.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 5**

The Effective Date of this Amendment is: May 21, 2020.

Background Data

Effective Date of Owner-Engineer Agreement: November 14, 2016

Owner: City of Fremont, Nebraska

Engineer: HDR Engineering, Inc.

Project: Fremont Wastewater Treatment Plant Improvements

Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

The amended scope of services included 7,210 hours of RPR services. The anaerobic project is not yet complete. This amendment adds an additional 800 hours for a total of 8,010 hours of RPR time for the project. This will not result in full time RPR services through the end of the project which is anticipated in late 2020. HDR will coordinate with the City to establish part time RPR services not to exceed 8,010 total hours.

Fee: \$131,822

Agreement Summary:

Original agreement amount:	\$ 3,979,000.00
Net change for prior amendments:	\$ 4,601,848.00
This amendment amount:	\$ 131,882.00
Adjusted Agreement amount:	\$ 8,712,730.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

City of Fremont, Nebraska

HDR Engineering, Inc.

By: _____
Print name: _____

By: _____
Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 14, 2016.

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Nature of Amendment:

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

The amended scope of services included 7,210 hours of RPR services. The anaerobic project is not yet complete. This amendment adds an additional 800 hours for a total of 8,010 hours of RPR time for the project. This will not result in full time RPR services through the end of the project which is anticipated in late 2020. HDR will coordinate with the City to establish part time RPR services not to exceed 8,010 total hours.

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Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

City of Fremont, Nebraska

HDR Engineering, Inc.

By: _____

By: _____

Print _____

Print _____

name: _____

name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

RESOLUTION NO. 2020-129

A Resolution of the City Council of the City of Fremont, Nebraska authorizing the Mayor to execute Amendment #5 to the Construction Administration Agreement with HDR Engineering for the Anaerobic Lagoon Project.

WHEREAS, the City of Fremont has an agreement with HDR for Construction Administration for the Anaerobic Lagoon Project. An additional cost of 131,882.00 for continued Construction Administration is required due to project extension; and,

WHEREAS, the Utility and Infrastructure Board reviewed the submitted fees and recommends approval for the Amendment by a vote of 5-0 on June 9, 2020.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utility and Infrastructure Board and authorize the Mayor to execute a contract with HDR Engineering.

PASSED AND APPROVED THIS 30th DAY OF JUNE, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Tyler Ficken, City Clerk
DATE: June 30, 2020
SUBJECT: Appointments to Airport Advisory Committee

Recommendation: Move to approve the recommendation of the Mayor to reappoint Robert Steenblock, David Monke and Mike McGillick to terms ending June 2023, and appoint Alison Adams to a position with a term expiring June 2022.

Background: Appointments to the Airport Advisory Committee are for three-year terms.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: June 30, 2020

SUBJECT: Cement Work License Applications

Recommendation: Move to approve the Cement worker license application(s) as presented subject to fulfillment of all licensing requirements

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

<u>Business</u>	<u>Applicant</u>	<u>Type</u>
B.C. Construction	Richard Biodrowski	Cement Work
PAVE, LLC.	Kris Reddy	Cement Work

CITY OF
FREMONT
NEBRASKA PATHFINDERS

LICENSE APPLICATION

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

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as BC. Construction

License should be issued to BC. Construction

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

Richard Biodrowski at 5041 County Road 40

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

Applicant telephone number at place of business or where can be reached 402-573-5141

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

I have had 39 years of practical experience in this type of work at the following places (Cover the last five years)

Dave Paik Builder
Trademark Homes
Ramm Homes

I have the following technical education: High school

I give you the following references: Dave Paik 402-677-4497

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

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

Dated June 17, 2020


Signature

CITY OF
FREMONT
 NEBRASKA PATHFINDERS

LICENSE APPLICATION

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

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as ~~PAVE, LLC~~ FMC-10-322
 License should be issued to PAVE, LLC Concrete work

License shall be used by applicant as the sole owner of business, which will be conducted under the name of
PAVE, LLC at 13811 L Street, Omaha NE 68137

(If applicant is not sole owner, set out the other owners: Cory Sanev, Kriesan (Kris) Reddy
CEO: Kris Reddy COO/founder: Cory Sanev)

Applicant telephone number at place of business or where can be reached Cory 402-322-7282
Kris 402-415-9253

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

I have had 30 ^{combined} years of practical experience in this type of work at the following places (Cover the last five years)

Our company currently works contractors for: OPPD, City of Omaha, Omaha S.I.D, CBRE, NP Dodge, Lund, and private property owners, - We only work commercial property.

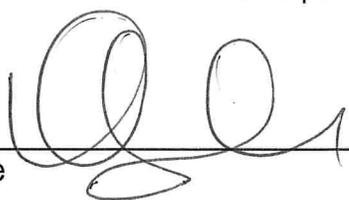
I have the following technical education: Kris Reddy - C.I.T.B - BS - U.E.A.

I give you the following references: Paul Mooter - OPPD, Max Brogioni CBRE
Let's Pave, Inc, E+A Engineering, Olson's Engineering, Omaha #166 School District

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

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

Dated 6/22/2020

Signature 
Kris Reddy

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Kim Koski, Director of Parks & Recreation

DATE: June 30, 2020

SUBJECT: Resolution to Authorize Mayor to sign Contract between Eastern Nebraska Office on Aging (ENOA) and the Fremont Friendship Center.

RECOMMENDATION: Approve Resolution 2020-130.
--

Background: The Eastern Nebraska Office on Aging serves families in Douglas, Sarpy, Dodge, Cass and Washington counties. ENOA's role is to ensure that older adults have access to a continuum of services that help them remain active, independent and in their own homes for as long as possible. ENOA serves as a gateway to aging services that already exist in the community (Friendship Center). Through nutrition programs, care management services, volunteer opportunities and community services, ENOA's goal is to enhance the lives of older Nebraskans who live within their service area.

ENOA utilizes office space at the Friendship Center and offers programs such as Car Go which is for people who are unable to use other transportation alternatives and Rural Transportation which is a program utilized for medical appointments, business appointments, shopping trips and airport transportation.

ENOA also provides a daily hot lunch for a suggested contribution of \$4.00 for those 60 or better.

ENOA reimburses the City of Fremont 20 hours per week for the Assistant Manager, 15 hours per week for the Janitor and they pay ½ of the pest control service for the Friendship Center.

This is an annual agreement between the Eastern Nebraska Office on Aging and the City of Fremont. The City Attorney has reviewed, revised and approved the documents.

Fiscal Impact: The City of Fremont is reimbursed by ENOA, on a monthly, basis for 20 hours for the Assistant Manager and 15 hours per week for the Janitor. ENOA also pays for ½ of the pest control services at the Friendship Center.

CONTRACT

THIS CONTRACT is made and entered into this **first day of July 2020** by and between the **EASTERN NEBRASKA OFFICE ON AGING**, a Program Office of the Eastern Nebraska Regional Agency on Human Services, an agency formed pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. (herein referred to as "**ENOA**") and the **CITY OF FREMONT.**, a Nebraska non-profit corporation (herein referred to as "**Contractor**") for the operation of a senior center.

The purpose of the Contract from ENOA to the contractor is to provide funding for services that meet the requirements of the Older Americans Act of 1965 as amended through P.L.114-144, enacted April 19, 2016, other applicable Federal statutes and their implementing regulations, State of Nebraska statutes DHHS program regulations and the term and conditions of the Contract.

WHEREAS, ENOA has entered into an agreement with the State of Nebraska, Department of Health & Human Services Division of Medicaid and Long-term Care, (herein referred to as the "**State**") to provide a nutrition program to persons 60 years of age and older residing in Dodge County (herein referred to as the "**Area**"); and

WHEREAS, ENOA has been created according to Nebraska Revised Statutes Section 13-801, et seq., and further has been recognized by the State as the official area agency on aging for the Area; and

WHEREAS, ENOA has determined in its Area Plan for FY20-FY23 that there exists a significant and clear need for a nutrition program for older persons living in the Area; and

WHEREAS, Contractor maintains a facility located at 1730 W. 16th Street (the "Premises") in Fremont, Dodge County, Nebraska with accommodations suitable to serve and provide meals to older adults between the hours of 9:00 a.m. and 3:00 p.m. Monday through Thursday and between the hours 9:00 a.m. and 1:00 p.m. on Friday.

NOW, THEREFORE, IT IS AGREED by ENOA and Contractor as follows:

SPACE AND SERVICES

ARTICLE I

USE, OCCUPANCY, PURPOSE AND POSSESSION OF SPACE

The Contractor hereby agrees to allow ENOA to use, occupy and possess the Premises for the purpose set forth herein, according to the terms and conditions of this Contract.

- a) ENOA may use occupy and possess the entire facility excepting room numbers 111, 113, and 116. In addition, a portion of room number 114 (the "Northwest storage room") shall be designated for ENOA's use and possession.
- b) ENOA may use, occupy and possess room numbers 105, 106 and 107 and all adjoining hallways and restrooms, of the Premises five (5) days per week, Monday through Friday from 8:00 AM through 5:00 PM, and the remaining space and parts of the Premises five (5) days per week Monday through Thursday between the hours 9:00 AM and 3:00 PM and Friday between the hours 9:00 a.m. and 1:00 p.m. except on those occasions when

the building is required for a pre-arranged function, including the annual week long 4-H Fair, for which notice of such function shall be given to ENOA at least two (2) days in advance of such function. Such functions shall not be material in the aggregate number of days which ENOA may use, occupy and possess the Premises.

- c) It is agreed that ENOA may use, occupy and possess the Premises without charge whatsoever.

During the term of this Contract, ENOA shall use, occupy and possess the Premises for the purpose of:

- (a) Operating a senior center, which will include but not limited to, serving meals and providing supportive services and educational recreational activities for persons sixty (60) years of age and older in Fremont and the surrounding area,
- (b) Providing office space for a Senior Center Manager who is provided by the Contractor according to the terms and conditions of this Contract and
- (c) Providing office space for a RSVP Recruiter, Meals on Wheels program and Rural Transportation program.

ARTICLE II

APPOINTMENT

Contractor is hereby retained and appointed to represent ENOA in connection with providing a nutrition program for older adults at the Premises. Contractor acknowledges it is an independent contractor and shall be solely responsible for, and indemnify ENOA, all federal, state, and local taxes including FICA for contractor's employees retained to effectuate the purpose of this Contract.

ARTICLE III

CONTRACTOR RESPONSIBILITIES AND SERVICES

Except as otherwise specifically provided for herein, the Contractor shall be responsible for all the services and obligations, including all operating costs and expenses, in carrying out the terms of this Contract, and agrees:

- (a) To provide a Senior Center Manager who will be responsible for the day-to-day operation of the Nutrition program.
- (b) To provide a custodian who will be responsible for keeping occupied areas in a clean, presentable and sanitary condition.

- (c) To provide persons to receive and serve meals and to clean up following the noon meal in accordance with Nutrition Program policies and procedures
- (d) To place food order with the ENOA Nutrition Division by 1:00pm on day prior to serving day, for the number of meals needed for the serving day.
- (e) To assure that food temperatures are maintained at no less than 140 degrees F for hot food items and no higher than 45 degrees F for cold food items.
- (f) To clean utensils and containers food is delivered in and properly dispose of all leftovers.
- (g) To ascertain that all claims for meals served are correct. Contractor shall not order more meals than the actual number of reservations made by the center participants.
- (h) Daily sign-in sheets or other acceptable documentation identifying participants, guests, volunteers and staff shall be utilized. Documentation will be kept on file for 3 years.
- (i) To assure all money collected is a confidential voluntary contribution for congregate meals and Tai Chi for Better Balance, record daily on cash contribution sheet, obtain two (2) verifying signatures (initials are acceptable) and deposit amount in ENOA designated account.
- (j) To make special provisions as necessary to serve handicapped individuals.
- (k) To submit a documented current Food Service Establishment Inspection Report by the Nebraska Department of Health at the time Contract is signed.
- (l) To assure that the food service operation is in compliance with the Nebraska Food Code.
- (m) To assure that all ENOA policies and procedures for congregate meals are followed.
- (n) To account for all equipment purchased with funds received from ENOA when required.
- (o) To publicize the availability of the Nutrition Program for older adults at the facility. All publicity must recognize ENOA for financial support. Copies of all publicity must be sent to ENOA prior to distribution for approval.
- (p) To determine that all recipients meet requisite age requirements or other individuals who meet program eligibility as listed in ENOA Nutrition Program policy 1.1. Under-age ineligible participants must pay full cost of the meal as required by ENOA Nutrition Program policies. Payment for under-age ineligible participants must be

collected separate from eligible meal contributions and documented with a written receipt. A copy of the receipt is given to the participant and a copy will be attached to the monthly cash contribution sheet.

- (q) To keep senior center dining area, entry area, and restrooms clean, sanitary, and uncluttered.
- (r) Center staff must complete required paperwork in a timely and correct manner. Guest logs and cash contribution sheets must be completed daily. Monthly reports must be received in the Nutrition Office by the 3rd working day after the end of the month.
- (s) A Cost Allocation form must be completed identifying hours worked in congregate meal program, social activities and senior center hours. The completed form will be included with monthly reports and sent to the Nutrition Office.
- (t) To operate the center Monday-Friday except for 11 holidays during the year. Contractor shall notify ENOA of holidays to be taken. Any other center closings must be pre-approved by ENOA whose approval shall be documented by Contractor, in writing.
- (u) To provide Nutrition Education programs a minimum of 2 times per year. The program must be provided by a qualified individual as outlined in ENOA Nutrition Program policy 1.15. The program topic, presenter and their credentials must be reported on the appropriate report.
- (v) The Center Manager agrees to attend the regularly scheduled Center Manager meetings. Further, the Center Manager agrees to attend any training meetings that ENOA may provide for skill development. Center Manager shall be paid for attending training meetings.
- (w) The Contractor, at its sole cost and expense, agrees to be responsible for and/or provide additional services to ENOA or the Premises as follows:
 - 1) Snow removal, as necessary
 - 2) Adequate heat, light, and hot water
 - 3) Storage space necessary to the Nutrition Program limited to the currently leased rooms and a portion of room #114 (Northwest storage room)
 - 4) Pest control
 - 5) Trash removal
 - 6) Any janitorial service required to restore the occupied areas to a clean, presentable and sanitary condition by 9:00 a.m. Monday-Friday after non-ENOA Nutrition Program use; and
 - 7) All real estate taxes and assessments.

In carrying out the terms of this Contract, ENOA agrees to provide the following:

- (a) To provide meals which supply one-third of the Dietary Reference Intakes and comply with the most recent Dietary Guidelines for Americans.
- (b) To provide paper products, cleaning supplies, coffee, tea, sugar, creamer, condiments, etc.
- (c) To provide trash cans and trash liners.
- (d) To provide reimbursement for one half the cost of pest control.
- (e) At the close of ENOA services, ENOA will turn off lights, secure the offices and make sure front entrance doors are locked.
- (f) ENOA will be responsible for moving and securing equipment with the exception of tables and chairs for a non-ENOA nutrition program use.
- (g) In conforming with the requirements of the Rural Transportation Program, ENOA will provide transportation to the Center through its Rural Transportation Program based on the availability of a driver, an operational vehicle and sufficient funding through the Nebraska Department of Roads.
- (h) To provide training for senior center staff to improve job-related skills.
- (i) To provide nutrition education and recreational assistance to center staff upon request.
- (j) To provide administrative and technical assistance and monitor Contract compliance by:
 - 1) Reviewing reports and records, including required fiscal, submitted to ENOA as described in Contract.
 - 2) An annual senior center evaluation to evaluate Contractor's compliance with this Contract.
 - 3) Unannounced center evaluations and center visits by program administrative staff.
 - 4) Other activities as deemed necessary by ENOA Director.

ARTICLE IV

REIMBURSEMENT

In consideration of the services herein provided, ENOA shall provide reimbursement to Contractor not to exceed **Twenty Thousand Six Hundred Fifty-Four Dollars (\$20,654)** as outlined in Exhibit "A" attached hereto and by this reference made a part of this Contract.

Contractor shall prepare a monthly statement of costs and expenses incurred as a result of the operation of program and submit to ENOA. Reimbursement will be provided after appropriate documentation to support monthly statement has been received. Documentation must include payroll registry, time sheet(s), signed cost allocation forms and copies of any bills included in reimbursement statement outlined in Exhibit "A" as applicable. Hours eligible for reimbursement may include paid hours worked, paid vacation hours, paid sick time and paid holidays based on contractor's benefits. Note: Time sheets must support cost allocation sheets.

ARTICLE V

MAINTENANCE, UPKEEP, ALTERATION, OR REPAIR OF PREMISES

ENOA accepts the Premises "as is" based upon a personal inspection and investigation thereof. No other representation or warranties of condition are given other than expressed in this Contract. In addition to the other obligations, covenants and responsibilities herein, Contractor, at its sole cost and expense, shall maintain and keep the Premises in good order, condition and repair. Alterations or additions to or upon the Premises necessary to any ENOA services, including the Nutrition Program shall be at ENOA's cost, and then only with prior written approval of Contractor, which approval shall not be unreasonable withheld. Contractor agrees that it will maintain, repair, replace, make alterations or additions to and be responsible for any defects in the building or structural soundness of its contents and fixtures which are attached to or made a part thereof of the building or Premises, including any repairs, alterations, replacements required by the Occupational Safety and Health Act. ENOA agrees to repair and be responsible for any violations of the Occupational Safety and Health Act that, in fact, are specifically unique because of ENOA's occupancy of the Premises. ENOA shall keep the Premises free of mechanic's, laborer's, or material men's liens arising from maintenance, repair, alteration or additions thereto; provided, however, ENOA, at its cost, shall have the right to contest any such lien as to its validity or amount and withhold payment thereon until adjudged valid by a final judgment of a court of competent jurisdiction.

ARTICLE VI

LOSS, DAMAGE, OR DESTRUCTION TO PREMISES

In the event of any loss, damage, or destruction of the premises, whether in whole or in part, the following provisions shall govern:

- (a) Contractor may at its option, repair said premises or declare this Contract immediately terminated.

- (b) That portion of insurance proceeds designated as recompense for ENOA's sole property shall always be the property of ENOA's when such proceeds arise during the term of this Contract.
- (c) ENOA may declare this Contract immediately terminated.
- (d) All exterior damage, heating and cooling, plumbing and electrical systems shall be the responsibility of the Contractor to repair. All interior damage shall be the responsibility of the Contractor, except when said damage is caused by the operation of any ENOA services including the Nutrition Program, at which time the repair cost will be paid by ENOA.

ARTICLE VII

CONTRACT COMPLIANCE AND ENFORCEMENT

It is the responsibility of the ENOA staff to inform the ENOA Executive Director of any Contractor's failure to comply with the terms of this Contract. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Contract:

- A. Notification of Non-Compliance of Annual Senior Center Evaluation. In the event of non-compliance violations Contractor will have 30 days to correct the violation. ENOA shall conduct a follow-up evaluation after the 30 days allowed for centers to come into compliance with any recommendations found and within 90 days from the original evaluation. If violations are corrected no further action will be taken. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.
 - 1) Repeated Non-Compliance. In the event any or all of the violations as determined above have not been corrected, the Executive Director of ENOA shall notify the Contractor in writing that funding shall be withheld until such time all recommendations have been corrected and a second evaluation has been done by ENOA. In the event the violations have not been corrected after the second evaluation, the Executive Director of ENOA shall proceed as set forth herein.
 - 2) Notification of Null and Void Contract. The Executive Director of ENOA will notify the Contractor, in writing, that said Contract has been rendered null and void until such time violations are corrected and validated by the Nutrition Services Division Director. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.
- B. Notification of Non-Compliance of Nutrition Contract. After it has been determined by ENOA staff that the terms of this Contract are repeatedly not being met, written

notification of non-compliance shall be sent to the Contractor by ENOA. The notification shall set forth the portion of the Contract being violated.

- 1) Repeated Non-Compliance. In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of ENOA shall notify the Contractor in writing that funding shall be withheld until such time Contractor is in compliance. In the event the violations have not been corrected, the Executive Director of ENOA shall proceed as set forth herein.
- 2) Loss of funding. The Executive Director of ENOA will notify the Contractor, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of Contract will be presented to the ENOA Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

ARTICLE VIII

TERM, TERMINATIONS AND REMOVAL OF ENOA PROPERTY

Unless earlier terminated as provided herein, this Contract shall be effective for a term of one (1) year from July 1, 2020 through and including June 30, 2021.

Either party may terminated this Contract by giving the other party sixty (60) days prior written notification to vacate Premises. In addition, either party may terminate this Contract upon written notice of such termination to the other party:

- a) in the event that either party is in material breach of any provisions of this Contract and the breaching party has not cured the breach within fifteen (15) days of receipt of notice from the non-breaching party;
- b) upon the acquisitions, condemnation, demolition, or destruction of the Premises occasioned by eminent domain proceeding or otherwise; or
- c) upon damage to the Premises from any cause pursuant to the provisions to Article VII hereof. ENOA shall have the additional right to terminate this Contract without notice in its sole discretion in the event that it's funding for its programs or the program provided hereunder has been reduced or eliminated.

In the event the Contract is terminated with or without cause, ENOA is liable only for the prorated amounts due through the effective date of the termination. Any amounts, which have been prepaid by ENOA, shall be refunded to ENOA within thirty (30) days of termination.

Upon termination of this Contract, ENOA shall remove all of its personal property, furniture, furnishings, and fixtures and return the Premises to Contractor in as good condition as at the inception of this Contract, reasonable wear and tear excepted. Improvements which cannot be removed shall become Contractor's property. However, improvements that are removable causing no damage, shall be able to be removed by the ENOA as long as ENOA returns the premises to Contractor in as good condition as at the inception of this Contract, reasonable wear and tear excepted.

EMERGENCY TERMINATION

In those instances where the Contract violation threatens the health, welfare and safety of participants and/or staff of the Contractor, an emergency may be declared. After an emergency hearing and determination by the Governing Board, this Contract may be declared null and void and all payments to Contractor terminated.

RETURN OF FUNDS

Contractor may be required to reimburse ENOA for any costs or expense, which may be disallowed as a result of an audit by ENOA, federal/state government or agency thereof.

ARTICLE IX

AUTHORIZED REPRESENTATIVE

The Executive Director of ENOA or designated representative shall be the authorized representative to monitor performance under this Contract. ENOA shall prescribe accounting systems for records and accounts and shall require progress reports of the activities and functions of Contractor. ENOA shall not be authorized to change any of the terms and conditions of the Contract. Such changes, if any shall be accomplished only by a properly executed modification of this Contract in accordance with the terms and conditions of Article XII.

ARTICLE X

CONDITIONS

This Contract is subject to the following conditions. Please provide initials beside each condition to confirm acceptance:

- a) Contractor shall maintain such records and accounts, including property, personnel and financial records as are deemed necessary to assure a proper accounting for all Contract expenses. All Contractor books, records, and documents regardless of physical form, including data maintained in computer files, relating to work performed or monies received under this Contract shall be subject to review or audit. Contractor

Accept & Initial

shall maintain all records for five (5) years from the date of final payment. All records shall be maintained in accordance with generally accepted business practices.

Accept & Initial _____
b) Contractor shall submit such fiscal and programmatic progress reports as deemed necessary and requested by ENOA on all activities and functions of the Contract for which funds are received. These may include but are not limited to a monthly fiscal report and if required, a Contract completion report to be submitted within fifteen (15) days upon termination or completion of the Contract.

Accept & Initial _____
c) A representative from ENOA shall have the right to enter any premises where the Contractor duties under the Contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

Accept & Initial _____
d) All materials and information provided by ENOA or acquired by the contractor on behalf of ENOA shall be regarded as confidential information and shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by contractor, contractor shall notify ENOA immediately of said breach and take immediate corrective action.

Accept & Initial _____
e) The Contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the Eastern Nebraska Office on Aging (ENOA) from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Contract.

Accept & Initial _____
f) The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the Contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

Accept & Initial _____
g) It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the Contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the Contract shall have no contractual relationship with ENOA; they shall not be considered employees of ENOA.

Accept & Initial

h) All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers or its agents) shall in no way be the responsibility of ENOA. The Contractor will hold ENOA harmless from any and all such claims including, but not limited to ENOA's attorney's fees and expenses.

Accept & Initial

i) The Contractor warrants that all persons assigned to the project shall be employees of the Contractor and shall be fully qualified to perform the work required. Contractor agrees to have services performed by US Citizens or individuals lawfully authorized to derive income from employment in the US. Contractor covenants that it has not retained or employed any company or person, other than bona fide employees working for the Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach of this statement, ENOA shall have the right to annul Contract without liability.

Accept & Initial

j) The Contractor shall be responsible for the proper care and custody of any ENOA-owned property which is furnished for the Contractor's use during the performance of the Contract. The Contractor shall reimburse ENOA for any loss or damage of such property, normal wear and tear is expected.

Accept & Initial

k) For the duration of the Contract, all communication between Contractor and ENOA regarding the Contract shall take place between the Contractor and individuals specified by ENOA. Communication about the Contract between Contractor and individuals not designated as points of contact by ENOA is strictly forbidden.

Accept & Initial

l) Contractor or ENOA shall consent to enter into discussion at any time to review terms of this Contract should an evaluation suggest that program requirements necessitate a modification or change in center operations.

Accept & Initial

m) Contractor shall indemnify and hold ENOA harmless from and against: (1) any and all claims and causes of action arising from Contracts between the Contractor and third parties made to effectuate the purpose of this Contract and (2) any and all claims, liabilities or damages arising from the preparation or presentation of any work covered by this Contract or any travel related thereto that is found to be the result of any negligence on the part of the Contractor and/or Contractor's employees

Accept & Initial

n) The Contractor shall not commence work under this Contract until he or she has obtained ENOA a certificate of insurance coverage. ENOA shall be named as additional insured on all such insurance policies. In addition, notice of cancellation of any required insurance policy must be submitted when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

Contractor shall furnish ENOA with proof of insurance coverage on the following:

General Liability in the amount of \$2,000,000;
Personal Liability in the amount of \$1,000,000;
Medical Expenses (any one person) in the amount of \$5,000;
Workers' Compensation and Unemployment Insurance

o) Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by ENOA.

Accept & Initial

p) The Contractor, by signature to the Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor shall immediately notify ENOA if, during the term of this Contract, Contractor becomes debarred. ENOA may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term of this Contract.

Accept & Initial

ARTICLE XI

ASSIGNMENT

Contractor may not assign its rights under this Contract without the express prior written consent of ENOA.

ARTICLE XII

MODIFICATION

This Contract contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

ARTICLE XIII

MISCELLANEOUS TERMS AND CONDITIONS

The following provisions are made a part of this Contract:

- (a) This Contract is binding upon and inures to the benefit of the permitted assigns, grantees, successors, or personal representatives of the parties hereto.
- (b) Paragraph titles are inserted for convenience of reference and do not form part of this Contract.
- (c) Each of the provisions and portions of this Contract shall be severable, separate and independent from each other, and shall be fully effective excepting to the extent, and only to the extent that any of them may finally be determined by competent authority to be invalid under applicable law.
- (d) Any waiver by either party of a breach of this Contract or any provision herein shall not be operated as or be construed as a waiver of any subsequent breach thereof.
- (e) All notices and other communications required to be given shall be made in writing and shall be considered given and received when (a) personally delivered to the other party, (b) delivered by courier, (c) delivered by facsimile or (d) deposited in the United States mail, postage prepaid, return receipt requested and addressed as set forth below or at such other address such party shall have specified by notice in accordance with the provisions of this subparagraph:

If to ENOA:

Dennis Loose
Executive Director
Eastern NE Office on Aging
4780 S. 131st Street
Omaha, NE 68136

If to Contractor:

Kim Koski
Director, Parks & Recreation
City of Fremont
400 East Military
Fremont, NE 68025

GOVERNING LAW

This Contract agreement between ENOA and Contractor shall be interpreted and enforced in accordance with Nebraska Law. The parties further agree that any disputes by either or both parties hereto regarding this Contract agreement shall be filed in the District Court of Douglas County, Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract this _____ day of _____ 2020.

ATTEST:

CITY OF FREMONT

By _____
Mayor of Fremont

Date _____

ATTEST:

**EASTERN NEBRASKA REGIONAL AGENCY
ON HUMAN SERVICES, EASTERN
NEBRASKA OFFICE ON AGING (“ENOA”)**

By _____
Governing Board

Date _____

					"Exhibit A"
	City Of Fremont				
	Fremont Friendship Center				
		FY 20-21			
<u>Contract Personnel Reimbursement</u>					
Assistant Manager Salary					
2% increase	1020	*hours	x	\$ 11.21	\$ 11,434
		FICA	0.0765		\$ 875
					\$ -
				Total Costs	\$ 12,309
	Annual Breakdown				
	20	hours x 51	1456		
Janitor Salary					
\$.10/hour increas	765	* hours	x	\$ 9.55	\$ 7,306
		FICA	0.0765		\$ 559
					\$ -
				Total Costs	\$ 7,865
	Annual Breakdown				
	15	hours x 51	765 hours		
		Grand Total Salaries			\$ 20,174
		Reimburse 1/2 cost of pest control			\$ 480
		Total Annual Subaward Costs			\$ 20,654

CONTRACT

THIS CONTRACT is made and entered into this **first day of July 2020** by and between the **EASTERN NEBRASKA OFFICE ON AGING**, a Program Office of the Eastern Nebraska Regional Agency on Human Services, an agency formed pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. (herein referred to as "**ENOA**") and the **CITY OF FREMONT.**, a Nebraska non-profit corporation (herein referred to as "**Contractor**") for the operation of a senior center.

The purpose of the Contract from ENOA to the contractor is to provide funding for services that meet the requirements of the Older Americans Act of 1965 as amended through P.L.114-144, enacted April 19, 2016, other applicable Federal statutes and their implementing regulations, State of Nebraska statutes DHHS program regulations and the term and conditions of the Contract.

WHEREAS, ENOA has entered into an agreement with the State of Nebraska, Department of Health & Human Services Division of Medicaid and Long-term Care, (herein referred to as the "**State**") to provide a nutrition program to persons 60 years of age and older residing in Dodge County (herein referred to as the "**Area**"); and

WHEREAS, ENOA has been created according to Nebraska Revised Statutes Section 13-801, et seq., and further has been recognized by the State as the official area agency on aging for the Area; and

WHEREAS, ENOA has determined in its Area Plan for FY20-FY23 that there exists a significant and clear need for a nutrition program for older persons living in the Area; and

WHEREAS, Contractor maintains a facility located at 1730 W. 16th Street (the "Premises") in Fremont, Dodge County, Nebraska with accommodations suitable to serve and provide meals to older adults between the hours of 9:00 a.m. and 3:00 p.m. Monday through Thursday and between the hours 9:00 a.m. and 1:00 p.m. on Friday.

NOW, THEREFORE, IT IS AGREED by ENOA and Contractor as follows:

SPACE AND SERVICES

ARTICLE I

USE, OCCUPANCY, PURPOSE AND POSSESSION OF SPACE

The Contractor hereby agrees to allow ENOA to use, occupy and possess the Premises for the purpose set forth herein, according to the terms and conditions of this Contract.

- a) ENOA may use occupy and possess the entire facility excepting room numbers 111, 113, and 116. In addition, a portion of room number 114 (the "Northwest storage room") shall be designated for ENOA's use and possession.
- b) ENOA may use, occupy and possess room numbers 105, 106 and 107 and all adjoining hallways and restrooms, of the Premises five (5) days per week, Monday through Friday from 8:00 AM through 5:00 PM, and the remaining space and parts of the Premises five (5) days per week Monday through Thursday between the hours 9:00 AM and 3:00 PM and Friday between the hours 9:00 a.m. and 1:00 p.m. except on those occasions when

the building is required for a pre-arranged function, including the annual week long 4-H Fair, for which notice of such function shall be given to ENOA at least two (2) days in advance of such function. Such functions shall not be material in the aggregate number of days which ENOA may use, occupy and possess the Premises.

- c) It is agreed that ENOA may use, occupy and possess the Premises without charge whatsoever.

During the term of this Contract, ENOA shall use, occupy and possess the Premises for the purpose of:

- (a) Operating a senior center, which will include but not limited to, serving meals and providing supportive services and educational recreational activities for persons sixty (60) years of age and older in Fremont and the surrounding area,
- (b) Providing office space for a Senior Center Manager who is provided by the Contractor according to the terms and conditions of this Contract and
- (c) Providing office space for a RSVP Recruiter, Meals on Wheels program and Rural Transportation program.

ARTICLE II

APPOINTMENT

Contractor is hereby retained and appointed to represent ENOA in connection with providing a nutrition program for older adults at the Premises. Contractor acknowledges it is an independent contractor and shall be solely responsible for, and indemnify ENOA, all federal, state, and local taxes including FICA for contractor's employees retained to effectuate the purpose of this Contract.

ARTICLE III

CONTRACTOR RESPONSIBILITIES AND SERVICES

Except as otherwise specifically provided for herein, the Contractor shall be responsible for all the services and obligations, including all operating costs and expenses, in carrying out the terms of this Contract, and agrees:

- (a) To provide a Senior Center Manager who will be responsible for the day-to-day operation of the Nutrition program.
- (b) To provide a custodian who will be responsible for keeping occupied areas in a clean, presentable and sanitary condition.

- (c) To provide persons to receive and serve meals and to clean up following the noon meal in accordance with Nutrition Program policies and procedures
- (d) To place food order with the ENOA Nutrition Division by 1:00pm on day prior to serving day, for the number of meals needed for the serving day.
- (e) To assure that food temperatures are maintained at no less than 140 degrees F for hot food items and no higher than 45 degrees F for cold food items.
- (f) To clean utensils and containers food is delivered in and properly dispose of all leftovers.
- (g) To ascertain that all claims for meals served are correct. Contractor shall not order more meals than the actual number of reservations made by the center participants.
- (h) Daily sign-in sheets or other acceptable documentation identifying participants, guests, volunteers and staff shall be utilized. Documentation will be kept on file for 3 years.
- (i) To assure all money collected is a confidential voluntary contribution for congregate meals and Tai Chi for Better Balance, record daily on cash contribution sheet, obtain two (2) verifying signatures (initials are acceptable) and deposit amount in ENOA designated account.
- (j) To make special provisions as necessary to serve handicapped individuals.
- (k) To submit a documented current Food Service Establishment Inspection Report by the Nebraska Department of Health at the time Contract is signed.
- (l) To assure that the food service operation is in compliance with the Nebraska Food Code.
- (m) To assure that all ENOA policies and procedures for congregate meals are followed.
- (n) To account for all equipment purchased with funds received from ENOA when required.
- (o) To publicize the availability of the Nutrition Program for older adults at the facility. All publicity must recognize ENOA for financial support. Copies of all publicity must be sent to ENOA prior to distribution for approval.
- (p) To determine that all recipients meet requisite age requirements or other individuals who meet program eligibility as listed in ENOA Nutrition Program policy 1.1. Under-age ineligible participants must pay full cost of the meal as required by ENOA Nutrition Program policies. Payment for under-age ineligible participants must be

collected separate from eligible meal contributions and documented with a written receipt. A copy of the receipt is given to the participant and a copy will be attached to the monthly cash contribution sheet.

- (q) To keep senior center dining area, entry area, and restrooms clean, sanitary, and uncluttered.
- (r) Center staff must complete required paperwork in a timely and correct manner. Guest logs and cash contribution sheets must be completed daily. Monthly reports must be received in the Nutrition Office by the 3rd working day after the end of the month.
- (s) A Cost Allocation form must be completed identifying hours worked in congregate meal program, social activities and senior center hours. The completed form will be included with monthly reports and sent to the Nutrition Office.
- (t) To operate the center Monday-Friday except for 11 holidays during the year. Contractor shall notify ENOA of holidays to be taken. Any other center closings must be pre-approved by ENOA whose approval shall be documented by Contractor, in writing.
- (u) To provide Nutrition Education programs a minimum of 2 times per year. The program must be provided by a qualified individual as outlined in ENOA Nutrition Program policy 1.15. The program topic, presenter and their credentials must be reported on the appropriate report.
- (v) The Center Manager agrees to attend the regularly scheduled Center Manager meetings. Further, the Center Manager agrees to attend any training meetings that ENOA may provide for skill development. Center Manager shall be paid for attending training meetings.
- (w) The Contractor, at its sole cost and expense, agrees to be responsible for and/or provide additional services to ENOA or the Premises as follows:
 - 1) Snow removal, as necessary
 - 2) Adequate heat, light, and hot water
 - 3) Storage space necessary to the Nutrition Program limited to the currently leased rooms and a portion of room #114 (Northwest storage room)
 - 4) Pest control
 - 5) Trash removal
 - 6) Any janitorial service required to restore the occupied areas to a clean, presentable and sanitary condition by 9:00 a.m. Monday-Friday after non-ENOA Nutrition Program use; and
 - 7) All real estate taxes and assessments.

In carrying out the terms of this Contract, ENOA agrees to provide the following:

- (a) To provide meals which supply one-third of the Dietary Reference Intakes and comply with the most recent Dietary Guidelines for Americans.
- (b) To provide paper products, cleaning supplies, coffee, tea, sugar, creamer, condiments, etc.
- (c) To provide trash cans and trash liners.
- (d) To provide reimbursement for one half the cost of pest control.
- (e) At the close of ENOA services, ENOA will turn off lights, secure the offices and make sure front entrance doors are locked.
- (f) ENOA will be responsible for moving and securing equipment with the exception of tables and chairs for a non-ENOA nutrition program use.
- (g) In conforming with the requirements of the Rural Transportation Program, ENOA will provide transportation to the Center through its Rural Transportation Program based on the availability of a driver, an operational vehicle and sufficient funding through the Nebraska Department of Roads.
- (h) To provide training for senior center staff to improve job-related skills.
- (i) To provide nutrition education and recreational assistance to center staff upon request.
- (j) To provide administrative and technical assistance and monitor Contract compliance by:
 - 1) Reviewing reports and records, including required fiscal, submitted to ENOA as described in Contract.
 - 2) An annual senior center evaluation to evaluate Contractor's compliance with this Contract.
 - 3) Unannounced center evaluations and center visits by program administrative staff.
 - 4) Other activities as deemed necessary by ENOA Director.

ARTICLE IV

REIMBURSEMENT

In consideration of the services herein provided, ENOA shall provide reimbursement to Contractor not to exceed **Twenty Thousand Six Hundred Fifty-Four Dollars (\$20,654)** as outlined in Exhibit "A" attached hereto and by this reference made a part of this Contract.

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ARTICLE VI

LOSS, DAMAGE, OR DESTRUCTION TO PREMISES

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- (a) Contractor may at its option, repair said premises or declare this Contract immediately terminated.

- (b) That portion of insurance proceeds designated as recompense for ENOA's sole property shall always be the property of ENOA's when such proceeds arise during the term of this Contract.
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ARTICLE VII
CONTRACT COMPLIANCE AND ENFORCEMENT

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- A. Notification of Non-Compliance of Annual Senior Center Evaluation. In the event of non-compliance violations Contractor will have 30 days to correct the violation. ENOA shall conduct a follow-up evaluation after the 30 days allowed for centers to come into compliance with any recommendations found and within 90 days from the original evaluation. If violations are corrected no further action will be taken. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.
 - 1) Repeated Non-Compliance. In the event any or all of the violations as determined above have not been corrected, the Executive Director of ENOA shall notify the Contractor in writing that funding shall be withheld until such time all recommendations have been corrected and a second evaluation has been done by ENOA. In the event the violations have not been corrected after the second evaluation, the Executive Director of ENOA shall proceed as set forth herein.
 - 2) Notification of Null and Void Contract. The Executive Director of ENOA will notify the Contractor, in writing, that said Contract has been rendered null and void until such time violations are corrected and validated by the Nutrition Services Division Director. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.
- B. Notification of Non-Compliance of Nutrition Contract. After it has been determined by ENOA staff that the terms of this Contract are repeatedly not being met, written

notification of non-compliance shall be sent to the Contractor by ENOA. The notification shall set forth the portion of the Contract being violated.

- 1) Repeated Non-Compliance. In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of ENOA shall notify the Contractor in writing that funding shall be withheld until such time Contractor is in compliance. In the event the violations have not been corrected, the Executive Director of ENOA shall proceed as set forth herein.
- 2) Loss of funding. The Executive Director of ENOA will notify the Contractor, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of Contract will be presented to the ENOA Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

ARTICLE VIII

TERM, TERMINATIONS AND REMOVAL OF ENOA PROPERTY

Unless earlier terminated as provided herein, this Contract shall be effective for a term of one (1) year from July 1, 2020 through and including June 30, 2021.

Either party may terminated this Contract by giving the other party sixty (60) days prior written notification to vacate Premises. In addition, either party may terminate this Contract upon written notice of such termination to the other party:

- a) in the event that either party is in material breach of any provisions of this Contract and the breaching party has not cured the breach within fifteen (15) days of receipt of notice from the non-breaching party;
- b) upon the acquisitions, condemnation, demolition, or destruction of the Premises occasioned by eminent domain proceeding or otherwise; or
- c) upon damage to the Premises from any cause pursuant to the provisions to Article VII hereof. ENOA shall have the additional right to terminate this Contract without notice in its sole discretion in the event that it's funding for its programs or the program provided hereunder has been reduced or eliminated.

In the event the Contract is terminated with or without cause, ENOA is liable only for the prorated amounts due through the effective date of the termination. Any amounts, which have been prepaid by ENOA, shall be refunded to ENOA within thirty (30) days of termination.

Upon termination of this Contract, ENOA shall remove all of its personal property, furniture, furnishings, and fixtures and return the Premises to Contractor in as good condition as at the inception of this Contract, reasonable wear and tear excepted. Improvements which cannot be removed shall become Contractor's property. However, improvements that are removable causing no damage, shall be able to be removed by the ENOA as long as ENOA returns the premises to Contractor in as good condition as at the inception of this Contract, reasonable wear and tear excepted.

EMERGENCY TERMINATION

In those instances where the Contract violation threatens the health, welfare and safety of participants and/or staff of the Contractor, an emergency may be declared. After an emergency hearing and determination by the Governing Board, this Contract may be declared null and void and all payments to Contractor terminated.

RETURN OF FUNDS

Contractor may be required to reimburse ENOA for any costs or expense, which may be disallowed as a result of an audit by ENOA, federal/state government or agency thereof.

ARTICLE IX

AUTHORIZED REPRESENTATIVE

The Executive Director of ENOA or designated representative shall be the authorized representative to monitor performance under this Contract. ENOA shall prescribe accounting systems for records and accounts and shall require progress reports of the activities and functions of Contractor. ENOA shall not be authorized to change any of the terms and conditions of the Contract. Such changes, if any shall be accomplished only by a properly executed modification of this Contract in accordance with the terms and conditions of Article XII.

ARTICLE X

CONDITIONS

This Contract is subject to the following conditions. Please provide initials beside each condition to confirm acceptance:

- a) Contractor shall maintain such records and accounts, including property, personnel and financial records as are deemed necessary to assure a proper accounting for all Contract expenses. All Contractor books, records, and documents regardless of physical form, including data maintained in computer files, relating to work performed or monies received under this Contract shall be subject to review or audit. Contractor

Accept & Initial

shall maintain all records for five (5) years from the date of final payment. All records shall be maintained in accordance with generally accepted business practices.

Accept & Initial

b) Contractor shall submit such fiscal and programmatic progress reports as deemed necessary and requested by ENOA on all activities and functions of the Contract for which funds are received. These may include but are not limited to a monthly fiscal report and if required, a Contract completion report to be submitted within fifteen (15) days upon termination or completion of the Contract.

Accept & Initial

c) A representative from ENOA shall have the right to enter any premises where the Contractor duties under the Contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

Accept & Initial

d) All materials and information provided by ENOA or acquired by the contractor on behalf of ENOA shall be regarded as confidential information and shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by contractor, contractor shall notify ENOA immediately of said breach and take immediate corrective action.

Accept & Initial

e) The Contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the Eastern Nebraska Office on Aging (ENOA) from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Contract.

Accept & Initial

f) The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the Contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

Accept & Initial

g) It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the Contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the Contract shall have no contractual relationship with ENOA; they shall not be considered employees of ENOA.

Accept & Initial

h) All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers or its

agents) shall in no way be the responsibility of ENOA. The Contractor will hold ENOA harmless from any and all such claims including, but not limited to ENOA's attorney's fees and expenses.

- Accept & Initial
- i) The Contractor warrants that all persons assigned to the project shall be employees of the Contractor and shall be fully qualified to perform the work required. Contractor agrees to have services performed by US Citizens or individuals lawfully authorized to derive income from employment in the US. Contractor covenants that it has not retained or employed any company or person, other than bona fide employees working for the Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach of this statement, ENOA shall have the right to annul Contract without liability.
- Accept & Initial
- j) The Contractor shall be responsible for the proper care and custody of any ENOA-owned property which is furnished for the Contractor's use during the performance of the Contract. The Contractor shall reimburse ENOA for any loss or damage of such property, normal wear and tear is expected.
- Accept & Initial
- k) For the duration of the Contract, all communication between Contractor and ENOA regarding the Contract shall take place between the Contractor and individuals specified by ENOA. Communication about the Contract between Contractor and individuals not designated as points of contact by ENOA is strictly forbidden.
- Accept & Initial
- l) Contractor or ENOA shall consent to enter into discussion at any time to review terms of this Contract should an evaluation suggest that program requirements necessitate a modification or change in center operations.
- Accept & Initial
- m) Contractor shall indemnify and hold ENOA harmless from and against: (1) any and all claims and causes of action arising from Contracts between the Contractor and third parties made to effectuate the purpose of this Contract and (2) any and all claims, liabilities or damages arising from the preparation or presentation of any work covered by this Contract or any travel related thereto that is found to be the result of any negligence on the part of the Contractor and/or Contractor's employees.
- Accept & Initial
- n) The Contractor shall not commence work under this Contract until he or she has obtained ENOA a certificate of insurance coverage. ENOA shall be named as additional insured on all such insurance policies. In addition, notice of cancellation of any required insurance policy must be submitted when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

Contractor shall furnish ENOA with proof of insurance coverage on the following:

General Liability in the amount of \$2,000,000;
Personal Liability in the amount of \$1,000,000;
Medical Expenses (any one person) in the amount of \$5,000;
Workers' Compensation and Unemployment Insurance

- o) Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by ENOA.

Accept & Initial

- p) The Contractor, by signature to the Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor shall immediately notify ENOA if, during the term of this Contract, Contractor becomes debarred. ENOA may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term of this Contract.

Accept & Initial

ARTICLE XI

ASSIGNMENT

Contractor may not assign its rights under this Contract without the express prior written consent of ENOA.

ARTICLE XII

MODIFICATION

This Contract contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

ARTICLE XIII

MISCELLANEOUS TERMS AND CONDITIONS

The following provisions are made a part of this Contract:

- (a) This Contract is binding upon and inures to the benefit of the permitted assigns, grantees, successors, or personal representatives of the parties hereto.
- (b) Paragraph titles are inserted for convenience of reference and do not form part of this Contract.
- (c) Each of the provisions and portions of this Contract shall be severable, separate and independent from each other, and shall be fully effective excepting to the extent, and only to the extent that any of them may finally be determined by competent authority to be invalid under applicable law.
- (d) Any waiver by either party of a breach of this Contract or any provision herein shall not be operated as or be construed as a waiver of any subsequent breach thereof.
- (e) All notices and other communications required to be given shall be made in writing and shall be considered given and received when (a) personally delivered to the other party, (b) delivered by courier, (c) delivered by facsimile or (d) deposited in the United States mail, postage prepaid, return receipt requested and addressed as set forth below or at such other address such party shall have specified by notice in accordance with the provisions of this subparagraph:

If to ENOA:

Dennis Loose
 Executive Director
 Eastern NE Office on Aging
 4780 S. 131st Street
 Omaha, NE 68136

If to Contractor:

Kim Koski
 Director, Parks & Recreation
 City of Fremont
 400 East Military
 Fremont, NE 68025

GOVERNING LAW

This Contract agreement between ENOA and Contractor shall be interpreted and enforced in accordance with Nebraska Law. The parties further agree that any disputes by either or both parties hereto regarding this Contract agreement shall be filed in the District Court of Douglas County, Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract this _____ day of _____ 2020.

ATTEST:

CITY OF FREMONT

By _____
Mayor of Fremont

Date _____

ATTEST:

**EASTERN NEBRASKA REGIONAL AGENCY
ON HUMAN SERVICES, EASTERN
NEBRASKA OFFICE ON AGING (“ENOA”)**

By _____
Governing Board

Date _____

RESOLUTION NO. 2020-130

A Resolution of the City Council of the City of Fremont, Nebraska, to authorize execution of a professional services contract between the Eastern Nebraska Office on Aging (ENOA) and the Fremont Friendship Center (Senior Center).

WHEREAS, There is a need for a senior center for the City of Fremont; and,

WHEREAS, A contract was received from Eastern Nebraska Office on Aging; and reviewed by the City Attorney.

NOW, THEREFORE BE IT RESOLVED; That the contract with the Eastern Nebraska Office on Aging be accepted; and, the Mayor and City Council be authorized to enter into a professional services contract as approved by the City Attorney.

PASSED AND APPROVED THIS 30th DAY OF JUNE 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Tyler Ficken, City Clerk
DATE: June 30, 2020
SUBJECT: Appointments to Local Option Review Team

Recommendation: Move to approve the recommendation of the Mayor to reappoint Susan Jacobus as the City Council representative, and Rich Oliva and Rob George as Members at Large, to terms ending June 2022.

Background: Appointments will be for two-year terms.

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Kim Koski, Director Parks & Recreation
DATE: June 30, 2020
SUBJECT: Ronin Pool Admission Fee

Recommendation: Motion to approve.

Background: Due to the Covid 19 Pandemic, Ronin Pool will have adjusted hours of operation. The adjusted hours affect the admission price. There will be five sessions of open swim each day beginning July 2. Each session will last 1 hour and 45 minutes. The fifteen minutes in between each session will be used for cleaning the facility before the next session begins.

Individuals may register via link at fremontne.gov and on the City of Fremont Facebook page.

Individuals may only register for one-time slot per day however if there are open spaces during a later session on the same day, individuals may re-enter at no charge. Individuals must pre-register and payment will be made at the pool. If an individual is a “no-show” they will be flagged in their account and go on a waiting list in the future.

By registering on-line, we will have a daily list of individuals at the pool with their contact information in the event we need to do contact tracing. Walk-ups will be accepted if space is available.

Registration will open July 1 and Ronin Pool will open July 2. Ronin Pool will tentatively close August 10th and we will attempt to be open on weekends with last day of operation being Labor Day, September 7. The extended calendar is dependent on the availability of staff.

Currently with the 6’ social distancing Directed Health Measure and available deck space, we have a maximum capacity of 50 swimmers for each session.

Open Swim Schedule:	Session 1	-	10:00am – 11:45am
	Session 2	-	12:00pm – 1:45pm
	Session 3	-	2:00pm – 3:45pm
	Session 4	-	4:00pm – 5:45pm
	Session 5	-	6:00pm – 7:45pm

(Note: 15 minutes in between sessions will be used for cleaning for next session.)

Current Admission Price: \$4 per person
Suggested Adjusted Price: \$2 per person

Fiscal Impact: Pending on number of attendance.

Returning? [Log in](#)

Customers are only allowed one time slot per day, but can call back for a later time slot if not full. Open swim will be first come first serve if time slot is not full. Payment is due at Ronin Pool.

1 Choose Appointment

[MORE TIMES >](#)

Thursday, July 2, 2020 [NEXT WEEK](#)

Swim Slot (Copy)
\$2.00

Sign up
50spots left

10:00am
1 hour 45 minutes



Swim Slot (Copy)
\$2.00

Sign up
50spots left

12:00pm
1 hour 45 minutes



Swim Slot (Copy)
\$2.00

Sign up
50spots left

2:00pm
1 hour 45 minutes



Swim Slot (Copy)
\$2.00

Sign up
50spots left

4:00pm
1 hour 45 minutes



Swim Slot (Copy)
\$2.00

Sign up
50spots left

6:00pm
1 hour 45 minutes



Friday, July 3, 2020

Swim Slot (Copy)
\$2.00

Sign up
50spots left

Returning? [Log in](#)

Customers are only allowed one time slot per day, but can call back for a later time slot if not full. Open swim will be first come first serve if time slot is not full. Payment is due at Ronin Pool.

1 Choose Appointment

Swim Slot (Copy) July 2, 2020 10:00am



2 Your Information

Name *

First Name	Last Name
------------	-----------

Phone

Email *

[Complete Appointment »](#)

3 Confirmation

Powered By

 ACUITY SCHEDULING

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jeff Shanahan, Power Plant Superintendent
DATE: June 30, 2020
SUBJECT: Lon D. Wright Power Plant Motorgrader

Recommendation: Approve Resolution 2020-131

BACKGROUND:

Lon D. Wright Power Plant (LDW) utilizes a motorgrader to maintain the access areas to the coal pile, the contour for coal pile runoff and roads and runoff of adjacent facilities. The existing motorgrader is a 1977 Caterpillar 140G actual hours unknown, the motor and hydraulics are at the end of service life and will require a major overhaul.

Due to the age and condition of the existing motorgrader LDW staff created a technical specification for the purchase of a used comparable motorgrader, a new motorgrader was not considered due to low usage.

LDW staff provided the specification to two vendors for the purchase of the motorgrader listed above. LDW staff met with the vendors and test operated each of the available units. The table below reflects the pricing received:

Vendor	Brand	Cost
NMC (New Model 12M3)	Caterpillar	\$290,500.00 + Tax
NMC Used	Caterpillar (8860 Hours)	\$110,000.00 + Tax
Murphy Tractor	John Deere (4300 Hours)	\$190,000.00 + Tax

A typical major overhaul would take place at approximately 15,000 hours of operation, utility staff estimated that we would put approximately 500 hour of operation per year on the machine.

The trade-in value of the 1977 Caterpillar 140G from NMC is \$21,000 dollars. FDU staff discussed the fair market value and determined that the proposed trade-in value would be comparable to placing the unit on auction and subtracting the auction expenses from the price.

This item was discussed at the June 9, 2020 Utilities and Infrastructure Board with five members present. Based on discussions with LDW staff, the Utilities and Infrastructure Board voted 5-0 to recommend to the City of Fremont Mayor and City Council to authorize the City of Fremont, Utility Staff to sign a purchase agreement and issue a purchase order to NMC for a for a 2011 Caterpillar 140M motorgrader for \$110,000.00 minus \$21,000 trade-in = **\$89,000 + Tax**

FISCAL IMPACT:

\$89,000.00 plus tax for Fiscal Year 19-20. The item was budgeted in FY20-21.



SALES AGREEMENT

11002 Sapp Bros. Dr.
Omaha, NE 68138
(800) 628-6025

AGREEMENT DATE 06/17/2020
VALID UNTIL 07/03/2020
AGREEMENT ID QTO049879-2

Quoted To:

Fremont Dept Of Utilities
400 East Military Avenue
Fremont, NE 68025
USA

Ship To:

Fremont Dept Of Utilities
400 East Military Avenue
Fremont, NE 68025
USA

Invoice Account	Order Account	Customer PO	Delivery Method	Page
2228000	2228000			1 of 3
Salesperson		Phone Number	Email Address	
Kevin L Petersen		+14028917637	KevinPetersen@nmccat.com	

Item Information

Machine Model: 140M AWD VHP **Make:** Caterpillar

Equipment ID: EQN121032 **Year:** 2011 **Serial Number:** B9G01046

Machine Specification

Model: 140M AWD VHP PLUS

Description

Motorgraders
140M AWD MOTOR GRADER
LINES, STANDARD W/O ACCUMULATOR
MIRRORS, OUTSIDE HEATED 24V
PRECLEANER, SY-KLONE
PRODUCT LINK, PL321
NO COMPRESSOR
HEATER, ENGINE COOLANT, 120V
TIRES, 17.5R25 MX XSNO+ 1* MP
MOUNTING, FRONT LIFT
HITCH, TOWING
GUARD, DEBRIS
LANGUAGE, ENGLISH
LIGHT, LED WARNING STROBE
MOLDBOARD, 14 FT, PLUS
CUTTING EDGE, 14' BLADE
END BITS, OVERLAY
BLADE, 14' X 27" X 1"
BASE & 3 (WM, WT, FL)
COMFORT PACKAGE - 1
RADIO, 12V, AM/FM WEATHERBAND
CONVERTER, COMMUNICATION (CB)
SHADE, SUN
SNOW ARRANGEMENT
ALTERNATOR, 150 AMP (AC)
TRANSMISSION, AUTOSHIFT
LIGHTS, FRONT HEADLIGHTS, HIGH
MOUNTING, FOR WARNING LIGHT
CAB, PLUS
SNOW WING READY PACKAGE
LIGHTS, WORKING, PLUS
WEATHER, COLD PLUS
GLOBAL ARRANGEMENT

CONTINUED



SALES AGREEMENT

11002 Sapp Bros. Dr.
Omaha, NE 68138
(800) 628-6025

AGREEMENT DATE 06/17/2020
VALID UNTIL 07/03/2020
AGREEMENT ID QTO049879-2

Sell Price of 140M AWD VHP PLUS	110,000.00
Less Gross Trade Allowance for 140G	-21,000.00
Document Fee	0.00
Net Balance Due	89,000.00
Sales Tax	6,230.00
After Tax Balance	95,230.00

Trade - Ins : All Trade-Ins Are Subject To Equipment Being In "As Inspected Condition" By Vendor At Time Of Delivery Of Replacement Machine Purchase. Purchaser Hereby Sells The Trade-In Equipment Described To The Vendor And Warrants It To Be Free And Clear Of All Claims, Liens, Mortgages, And Security Interest Except As Shown.

Model	Make	Serial Number	Year	Trade Allowance
140G	Caterpillar	72V03448	1977	21,000.00

Notes

Machine sold as is no warranty
PM4 to be completed
Sourcewell purchase number 032119-Cat

Additional Terms:

This Agreement is subject exclusively to the Terms and Conditions for Equipment Sale attached hereto as Exhibit A which is a part hereof and incorporated by reference herein. NMC specifically rejects any terms and conditions contained in documents provided by Buyer (including, without limitation any purchase order) even if signed by NMC. Such documents shall be solely for internal administration by Buyer and have no legal effect upon NMC. ALL SALES ARE FINAL.

Buyer's signature below signifies Buyer's agreement to these terms and constitutes Buyer's acknowledgment of the legally binding effect of this Agreement.

Nebraska Machinery Company

Customer Name: Fremont Dept Of Utilities

By: _____

By: _____

Date: _____

Date: _____

Exhibit A-Terms and Conditions for Equipment Sale

The following terms and conditions form a material component of the Sales Agreement ("Agreement") between NMC and the Buyer for sale of the Equipment:

- 1. Definitions for this Agreement:** "Buyer" is the individual or entity listed as Buyer on this Agreement's front page. "Delivery" shall occur and Equipment shall be considered "delivered" when NMC delivers the Equipment to Buyer, Buyer's agent or to the transportation company that is to transport the Equipment to Buyer, whichever occurs first. "Equipment" is the equipment listed by model and description this Agreement's front page. "NMC" is Nebraska Machinery Company or any affiliated company of Nebraska Machinery Company selling the Equipment under this Agreement.
 - 2. Payment:** Buyer shall pay NMC in full at the time Buyer signs this Agreement, unless otherwise specifically noted on this Agreement's front page.
 - 3. Excusable Delivery Delays:** In the event of a delay in delivery, the delay shall be excused when caused by events beyond NMC's reasonable control (including by way of example, but not limitation, strike, accident, transportation interruption, actions of third parties and reduction or unavailability of components or machinery at NMC's normal source of supply). If such a delay continues for a period greater than sixty (60) days, either party may, at its option, cancel this Agreement without liability (other than NMC's return of the amounts paid by Buyer on this Agreement).
 - 4. Duration of Offer:** Buyer's signature on this Agreement shall constitute an offer to buy the Equipment pursuant to this Agreement. NMC's acceptance of the offer shall be indicated by its signature on this Agreement. Buyer shall not revoke or countermand said offer for ten (10) days from the date of this Agreement; thereafter it may be countermanded or revoked by written notice to NMC until the time, if any, of NMC acceptance of this Agreement. If NMC accepts, this Agreement (and any Security Agreement and/or promissory note signed by Buyer and accepted by NMC in writing) shall constitute the entire understanding and agreement between the parties relating to the Equipment transaction.
 - 5. Execution of Other Documents:** Unless the Equipment is fully paid for in cash at or before delivery, NMC retains a Uniform Commercial Code security interest in such Equipment together with all and any substitutions, additions, accessions, sale or other proceeds, and products thereof and thereto. Buyer shall execute and deliver to NMC any evidences of indebtedness that NMC may require. Any note so taken by NMC shall evidence indebtedness only and is not payment for the Equipment.
 - 6. Disclaimer of Warranties and Limitation of Liability:** WITH REGARD TO NEW EQUIPMENT, THE APPLICABLE WARRANTY PROVIDED BY THE EQUIPMENT MANUFACTURER SHALL APPLY IN LIEU OF ANY OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IT IS UNDERSTOOD THAT UNDER NO CIRCUMSTANCES DOES NMC MAKE ANY WARRANTIES WHATSOEVER. BUYER UNDERSTANDS AND AGREES THAT ANY USED EQUIPMENT IS SOLD "AS IS" AND WITH ALL FAULTS OR DEFECTS. NMC SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (EVEN IF NMC HAS BEEN ADVISED SUCH DAMAGES ARE POSSIBLE), AND BUYER HEREBY WAIVES THEM TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW.
 - 7. Taxes:** Unless otherwise specifically stated on this Agreement's front page, quoted prices do not include sales or any other taxes. Buyer shall be responsible for and promptly pay all taxes unless NMC approves a Buyer tax-exemption certificate.
 - 8. Insurance:** At all times after delivery, the Equipment shall be the responsibility solely of Buyer, and Buyer shall assume all risks of Equipment damage, delay or loss. Buyer shall maintain and provide proper proof to NMC of insurance on the Equipment, in amounts, form, and with an insurer approved by NMC, adequate to protect NMC's interest in the Equipment until such time as Buyer fully pays for the Equipment. NMC shall be named as additional insured, co-beneficiary and loss payee on any liability insurance for Equipment for the full insurable value. Until and unless Buyer obtains and proves such insurance, NMC may in NMC's discretion insure the Equipment for NMC's benefit. In such event, Buyer shall pay NMC for insurance premiums.
 - 9. Data:** Buyer authorizes NMC, NMC affiliates, any data processor contracted with by NMC, the Equipment manufacturers and their affiliates, to access, monitor and use any data and information provided through the Equipment (including through ProductLink and/or VisionLink) or the customer relationship in accordance with their respective Privacy Policies.
 - 10. Exportation and Other Laws:** Buyer represents and warrants that in exporting any Equipment, Buyer shall at all times comply with all applicable U.S. export rules, regulations and other laws. Buyer shall also comply with any and all rules, regulations and other laws relating, in any way, to Equipment use, warnings, re-sale, dismantling and/or disposal.
 - 11. Default, Remedies:** Buyer shall be in default under this Agreement if Buyer fails to observe or perform any Buyer obligation under this Agreement, is or becomes insolvent, is or becomes the subject of a tax lien, if an individual dies or if an entity dissolves, or becomes the subject of a proceeding in bankruptcy, receivership, insolvency, or similar relief. To the extent permitted by law, if Buyer defaults, Buyer shall pay to NMC all fees and expenses incurred to enforce NMC's rights, including but not limited to court costs, attorney fees, and fees paid to other professionals, arbitrators or agencies.
 - 12. Assignment:** NMC may freely assign its rights under this Agreement. Buyer may assign rights under this Agreement only with NMC's express written consent. No such assignment shall reduce Buyer's obligations to NMC, and all Buyer obligations under this Agreement shall bind Buyer's successors and permitted assigns.
 - 13. General:** (a) This Agreement's provisions shall be deemed severable. Unenforceability of any provision shall not impair enforceability of the other provisions. (b) No course of conduct or dealing and no NMC delay or failure in exercising any right or remedy shall rescind, modify or waive any NMC right or protection under this Agreement. All consents, waivers and authorizations by Buyer are irrevocable. (c) Time is of the essence of Buyer's obligations. (d) This Agreement constitutes the final written expression of the terms of agreement between the parties in relation to this transaction and it is the complete and exclusive statement of those terms. This Agreement supersedes and merges all prior or collateral agreements, discussions and/or understandings (oral, written or of any other type) between the parties hereto. No promises, representations, warranties, inducements, covenants or undertakings not expressly set forth in this Agreement shall bind any party hereto. In the event that Buyer issues a purchase order or similar document in connection with the purchase of the Equipment, its purpose will be for Buyer's internal documentation and no terms and conditions contained within it shall act to modify or supersede this Agreement or otherwise be binding upon NMC (even if such terms state that they control over the terms of this Agreement or NMC signs such document) (e) This Agreement shall be governed by the laws of the state of Nebraska without giving effect to its conflict of laws provisions. Unless waived in writing by NMC, any action to interpret or enforce this Agreement, or otherwise pertaining to rights against Buyer or NMC encompassed by this Agreement, or concerning its negotiation, implementation or Equipment, shall be brought in a state or federal court located in Douglas County, Nebraska, the propriety of which jurisdiction is acknowledged and consented to by Buyer. As to actions pertaining to this Agreement, Buyer hereby waives any defense of inconvenient forum concerning said Nebraska court. (f) If requested by NMC, Buyer also agrees to binding arbitration in Douglas County, Nebraska, to settle any disputes, with such arbitration to be governed by the American Arbitration Association's current rules. (g) Waiver of any provision on any one occasion shall not be deemed to waive that provision on any other occasion. This Agreement may be modified or rescinded only by a written agreement signed by the party against whom the modification or rescission is sought to be enforced. (h) Buyer and, if Buyer is an entity, the individual signing for Buyer, jointly and severally warrant that said individual is authorized by Buyer to bind Buyer to this Agreement. (i) This Agreement may be executed in counterparts, all of which together shall constitute the same document.
-

RESOLUTION NO. 2020-131

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing City of Fremont, Department of Utilities Staff to sign a purchase agreement with NMC for a used Caterpillar Motorgrader Model 140M

WHEREAS, this item was discussed at the June 9, 2020 Utilities and Infrastructure Board with five members present. Based on discussions with LDW staff, the Utilities and Infrastructure Board voted 5-0 to recommend to the City of Fremont Mayor and City Council to authorize the City of Fremont, Department of Utilities Staff to sign a purchase agreement and issue a purchase order to NMC for a for a 2011 Caterpillar 140M motorgrader for \$89,000 + Tax

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board to authorize the City of Fremont, Department of Utilities Staff to sign a purchase agreement and issue a purchase order to NMC for a Used Caterpillar Motorgrader Model 140M in the amount of \$89,000 + tax

PASSED AND APPROVED THIS 30th DAY OF JUNE, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jeff Shanahan, Power Plant Superintendent
DATE: June 30, 2020
SUBJECT: Lon D. Wright Power Plant Water Truck

Recommendation: Approve Resolution 2020-132

BACKGROUND:

Lon D. Wright Power Plant (LDW) is required by the City of Fremont Air Quality Class 1 Operating Permit to utilize water as a method of dust control at the power plant and adjacent facilities. Water is currently applied using a 1994 truck with 402,000 miles.

Due to the age and condition of the existing water truck LDW staff created a technical specification for the purchase of a complete water truck that includes chassis, 4,000-gallon tank and water pump.

The specifications sent to four vendors including Sourcewell (government pricing) for the purchase of the water truck listed above; the table below reflects the pricing received:

Vendor	Brand	Cost
Sourcewell	Freightliner	\$149,951.00
Truck Center Omaha	Freightliner	\$144,952.00
Volvo Trucks of Omaha	Volvo	\$159,825.00
RDO	Mack	\$160,475.10

All vendors have listed a late 2020 delivery or no date when asked for delivery due to the current supply chain constraints. LDW acknowledges that the purchase of this vehicle will be charged against the 20-21 FY Capital Plan.

This item was discussed at the June 9, 2020 Utilities and Infrastructure Board with five members present. Based on discussions with LDW staff, the Utilities and Infrastructure Board voted 5-0 to recommend to the City of Fremont Mayor and City Council to authorize the City of Fremont, Utility Staff to sign a purchase agreement and issue a purchase order to Truck Center of Omaha for a for a complete Freightliner Water Truck for \$144,952.00 plus tax

FISCAL IMPACT:

\$144,952.00 plus tax for Fiscal Year 20-21 the item was budgeted.

RESOLUTION NO. 2020-132

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing City of Fremont, Department of Utilities Staff to sign a purchase agreement with Truck Center of Omaha for a New Freightliner Water Truck

WHEREAS, this item was discussed at the June 9, 2020 Utilities and Infrastructure Board with five members present. Based on discussions with LDW staff, the Utilities and Infrastructure Board voted 5-0 to recommend to the City of Fremont Mayor and City Council to authorize the City of Fremont, Department of Utilities Staff to sign a purchase agreement and issue a purchase order to Truck Center of Omaha for a for a complete Freightliner Water Truck for \$144,952.00 + Tax

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board to authorize the City of Fremont, Department of Utilities Staff to sign a purchase agreement and issue a purchase order to Truck Center of Omaha for a New Freightliner Water Truck in the amount of \$144,952.00 + tax

PASSED AND APPROVED THIS 30th DAY OF JUNE, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: June 30, 2020

SUBJECT: MainStreet of Fremont – Summer Fest event street closure request

Recommendation: Motion to approve Resolution 2020-133

Background: MainStreet of Fremont has requested the closure of Main Street from 2nd to 6th Street on Saturday July 25, 2020 from 7:00 am to 4:00 pm for the 2nd annual Summer Fest formerly known as Crazy Days Sidewalk Sale.



Board of Directors

*Jill Gossett
President*

*Nik Beninato
Vice President*

*Vacant
Secretary*

*Sarah Brandt
Treasurer*

Tom Coday

Hayley Fischer

Amy Holman

Kevin Main

Kim Schwarz

Nichole Owsley

*Michael
McDonough*

Cindy Bojanski

*Cortney Schaefer
Executive Director*



June 19, 2020

Fremont City Council
400 E. Military
Fremont, NE 68025

Dear Council:

On behalf of MainStreet of Fremont, I would like to request that the streets from 6th to 2nd Street on Main St. be closed on Saturday July 25, 2020 from 7:00 am to 4:00 pm for the 2nd Annual Summer Fest in downtown Fremont. Formerly known as Crazy Days Sidewalk Sale.

As in years past there will be sale items located in the streets as well as other special activities and events associated with this fun-filled day coordinated by Mainstreet of Fremont.

Please feel free to contact me should you have questions. Thank you for your continued support and commitment to downtown Fremont.

Sincerely,

Cortney Schaefer
Executive Director
MainStreet of Fremont

Cc: Tyler Ficken, Mayor Scott Getzschman

STREET & PARKING SPACE AGREEMENT

This Parking Space Agreement (Agreement) is made and entered into on the 30th day of June 2020, by and between the City of Fremont (Owner) and Main Street of Fremont (Lessee) (collectively Parties).

1. RECITALS

- 1.1. Lessee wishes to lease public parking spaces from Owner for the following purpose(s):
 - 1.1.1. Summer Fest Event, and
- 1.2. Owner is willing to lease the following public parking space(s):
 - 1.2.1. Main Street from 2nd to 6th Streets on Saturday, July 25, 2020 from 7:00 am to 4:00 pm
- 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. Parking space: means a space authorized for public parking on a public street or in a public parking lot.
- 2.3. 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 one day July 25, 2020 from 7:00 am to 4:00 pm. 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. FEES

5.1. Daily Rental Fee. Lessee shall pay a fee of \$1.00 per day leased.

5.2. Billing. Owner shall issue an invoice to Lessee for parking space fees, specifying the number of days on which Owner seeks payment.

6. ASSIGNMENT OF RIGHTS

6.1. Lessee may not assign or transfer this Agreement unless approved in writing by the Owner.

7. INDEMNIFICATION

7.1. Damage. Lessee agrees to take reasonable care to avoid damaging Owner's Facilities and property of others.

7.1.1. 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.

7.2. 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 subject space.

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 \$1,000,000.00 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 \$2,000,000.00 to any

one accident. 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.

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: Coty Schaefer
By: Main Street of Fremont, Inc
Name: Courtney Schaefer
Title: Executive Director
Date: 6/24/20

Owner - City of Fremont

By: _____
Name: _____
Title: _____
Date: _____

RESOLUTION 2020-133

A Resolution of the City Council of the City of Fremont, Nebraska approving the request of MainStreet Fremont to close Main Street from 2nd Street to 6th Street for the 2020 Summer Fest event on Saturday July 25, 2020 from 7 a.m. to 4 p.m.

WHEREAS, MainStreet Fremont has requested to close Main Street from 2nd Street to 6th Street for their 2020 Summer Fest event on Saturday July 25, 2020 from 7 a.m. to 4 p.m.; and,

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

WHEREAS, the \$1,000,000 insurance certificate with the applicant as primary insured and the City of Fremont as additional insured will be required prior to the event.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA: to approve the closing of the above listed street(s) on Saturday July 25, 2020 from 7 a.m. to 4 p.m. for the 2020 Summer Fest event and authorizing the Mayor to sign an agreement.

PASSED AND APPROVED THIS 30TH DAY OF JUNE, 2020.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Troy Schaben, Assistant City Administrator - Utility
DATE: June 30, 2020
SUBJECT: Revise Municipal Code Section 3-103

Recommendation: Hold Second Reading of Revisions to Municipal Code Section 3-103

Background: Section 3-103 states:

“Every person desiring a supply of water from the City shall make application to the Department of Utilities for the same. Each applicant shall have the water service installed by a licensed plumber, the cost of which shall be borne by the applicant.

Not more than one (1) residence shall be supplied through one (1) meter, and each water service shall be provided with an outside accessible standard curb cock with box of a design approved by the Department of Utilities.”

Allowing a single service to be split to serve multiple single family units may create issues where one residence may incur additional costs, residences may experience loss of pressure from sprinkler systems or pools, or issues arise from services needing to be fixed that are located on adjacent private property.

Staff recommends revising Section 3-103 to:

“Every person desiring a supply of water from the City shall make application to the Department of Utilities for the same. Each applicant shall have the water service installed by a licensed plumber, the cost of which shall be borne by the applicant.

Not more than one (1) residence shall be supplied through one (1) meter, and each water service shall be provided with an outside accessible standard curb cock with box of a design approved by the Department of Utilities. Each attached single family dwelling unit must be provided with an individual connection to the main. Splitting a single service connection to serve multiple individual single family units is not allowed”

The UIB voted 5-0 to approve changes at the May 12, 2020 meeting.

Fiscal Impact: None to the City. There will be additional costs to the homebuilder for multiple taps and lengths of service instead of one.

ORDINANCE NO. 5534

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 3, ARTICLE 1, SECTION 3-103 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:

SECTION 1: Chapter 3, Article 1, Sec. 3-103. – Municipal Water System; application for service; meter and service requirements generally; prorating monthly water bill.

Every person desiring a supply of water from the City shall make application to the Department of Utilities for the same. Each applicant shall have the water service installed by a licensed plumber, the cost of which shall be borne by the applicant.

Not more than one (1) residence shall be supplied through one (1) meter, and each water service shall be provided with an outside accessible standard curb cock with box of a design approved by the Department of Utilities. All fractions of a month shall be charged and considered as provided in section 3-118. No water will be furnished except through a meter furnished by the Department of Utilities. **Each attached single family dwelling unit must be provided with an individual connection to the main. Splitting a single service connection to serve multiple individual single family units is not allowed**

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on _____, 2020 and distributed as a City Ordinance.

PASSED AND APPROVED THIS ____ DAY OF _____, 2020:

Scott Getzschman, Mayor

Attest:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Troy Schaben, Assistant City Administrator - Utility
DATE: June 30, 2020
SUBJECT: Revise Municipal Code Section 3-231

Recommendation: Hold second reading for Revisions to Municipal Code Section 3-231

Background: Section 3-231 states:

“A separate and independent building sewer shall be provided for every building except:

- (1) Where one (1) building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer, but the City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned; or,
- (2) Where attached single family dwelling units are approved by the City Council per the requirements of City of Fremont Municipal Code, Chapter 11, one (1) building sewer may serve two (2) attached dwelling units provided the sewer is split to provide separate sewer services to each dwelling unit before the sewer enters the building.”

Allowing a single service to be split to serve multiple residences creates a potential situation where one resident experiences service problems and incurs repair or jetting costs, while the other has no such problems.

Staff recommends revising section 3-231 to:

“A separate and independent building sewer shall be provided for every building except:

- (1) Where one (1) building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer, but the City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned.

(2) Where attached single family dwelling units are approved by the City Council per the requirements of City of Fremont Municipal Code, Chapter 11, one (1) building sewer must be provided for each attached dwelling units. Splitting services to multiple units is not allowed.”

The UIB approved the revision 5-0 at the May 12, 2020 meeting.

Fiscal Impact: None to the City. There will be additional wye/tee costs to the developer and additional cost to the homebuilder for multiple lengths of service instead of one.

ORDINANCE NO. 5535

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 3, ARTICLE 2, SECTION 3-231 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:

SECTION 1: Chapter 3, Article 2, Sec. 3-231. – Building sewer installation; single premise.

A separate and independent building sewer shall be provided for every building except:

1. Where one (1) building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer, but the City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned; or,
2. Where attached single family dwelling units are approved by the City Council per the requirements of City of Fremont Municipal Code, Chapter 11, one (1) building sewer must be provided for each attached dwelling unit. Splitting services to multiple units is not allowed.

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on _____, 2020 and distributed as a City Ordinance.

PASSED AND APPROVED THIS ____ DAY OF _____, 2020:

Scott Getzschman, Mayor

Attest:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer McDuffee – Director of Human Resources
DATE: June 30, 2020
SUBJECT: Police Officer Appointment

Recommendation: Move to appoint Ryan Christensen and Hunter McKenzie as Police Officers per Mayor recommendation.

Background: Civil Service Commission provided qualified candidates to the Mayor.

Fiscal Impact: Budgeted Positions.



400 East Military Avenue, Fremont, NE 68025-5141

June 19, 2020

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

Dear Mayor and City Council:

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

Ryan Christensen
Hunter McKenzie

Omaha, NE
Elkhorn, NE

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

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen F. Tellatin".

Stephen F Tellatin
Civil Service Commission



STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, CPA, Director of Finance
DATE: June 30, 2020
SUBJECT: Updated revenue projections through 2020

Recommendation: Receive report

Background: In March of 2020, as the Corona virus pandemic hit Nebraska, I was asked to estimate how much the City receipts may be impacted by the pandemic. Taking a high-level view of the receipts most likely to be impacted by the Directed Health Measures in our community. The following report shows the rough estimate work done in March to arrive at the \$1 million number.

The last two columns show the update of the estimates to include the last three month's of actual receipts, and then estimated receipts for the balance of the fiscal year based on the reduction seen in the April-June receipts, applied to receipts from July – September 2019.

Fiscal Impact: The City is no longer projecting a reduction in receipts over all due to the pandemic. The report is a conservative estimate, based on actual collections, and assuming that the remaining part of the year stays at the same reduction level comparing May or June 2019 and 2020. Certainly as more things open up, the expectation would be that we would see an increase in activity in all areas.

Occupation taxes include telephone, licensed garbage haulers, lodging, and food & beverage. Telephone receipts do not appear to be impacted, garbage haulers are running just down two percent, lodging is down 87 percent, with food and beverage receipts being down 20 percent.

Sales tax receipts were strong running up to March, so that even a 12 percent reduction still has the City outpacing budget for the fiscal year.

Keno receipts continue to be the most impacted by the pandemic, and currently remain at 45 percent of collections received comparing June 2020 to June 2019.



**Key Revenue Estimates
6/30/2020**

	Original estimate	Estimated reduction in balance of year receipts	Updated estimate	Updated reduction in balance of year receipts
Occupation taxes	(90,000)	20%	(43,000)	2-87%
Tipping fees	(150,000)	75%*	70,000	0%
Sales tax	(270,000)	5%	455,000	12%
Gas tax	(160,000)	10%	-	0%
Keno proceeds	(270,000)	90%	(260,000)	45%
	<u>(940,000)</u>		<u>222,000</u>	

* In cash customers

STAFF REPORT

TO: Honorable Mayor and Fremont City Council
FROM: Brian Newton, City Administrator
DATE: June 30, 2020
SUBJECT: Supplemental Agreement with Nebraska Department of Transportation (NDOT) for SE Beltway

Recommendation: Motion to approve the Supplemental Agreement for the SE Beltway

Background:

At the May 26, 2020, Council meeting, Council approved Resolution 2020-098 authorizing the City to contribute up to \$1.5 million towards the additional costs of the SE Beltway.

Since that meeting, public/private contributions towards the project include:

- Costco - \$7 million (paid this year)
- Dodge County - \$1 million (paid over 3 years)
- Wholestone - \$750,000 (paid before 2022)
- Fremont Beef - \$114,000 (paid over 3 years)
- Sid Dillion - \$10,000 (paid this year)
- Fremont Contract Carrier - \$10,000 (paid this year)
- Structural Component Systems - \$5,000 (paid this year)

Several other private companies have been asked and are considering contributions.

Fiscal Impact: \$1,111,000 or less, paid over three years, depending upon additional contributions.

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

June 8, 2020

Brian Newton, City Administrator
City of Fremont
400 E. Military Avenue
Fremont, NE 68025

RE: Project S-77-3(1036), CN 22722, Fremont SE Bypass

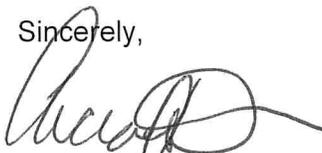
Dear Mr. Newton:

It is with great pleasure that I am forwarding this supplemental agreement for execution by the City of Fremont. This agreement will advance the project into construction and support improved mobility and freight traffic associated with the economic growth in the Fremont community.

Please provide a City Resolution that authorizes the Mayor to execute the agreement and have the Mayor sign the two original agreements. Once the agreements are signed, please forward the Resolution and the agreements to Tim Weander in the District 2 Office.

Tim Weander, District 2 Engineer
Nebraska Department of Transportation
4425 S. 108th Street
Omaha, NE 68145

Sincerely,



Michael Owen
Roadway Design Engineer

Cc: Tim Weander, NDOT District 2 Engineer

Kyle Schneweis, P.E., Director

Department of Transportation

MAILING ADDRESS

PO Box 94759
Lincoln, NE 68509-4759

PHYSICAL ADDRESS

1500 Highway 2
Lincoln, NE 68502

PHONE 402-471-4567

EMAIL NDOT.ContactUs@nebraska.gov

dot.nebraska.gov

SUPPLEMENTAL AGREEMENT
to MUNICIPALITY PRELIMINARY FINANCIAL AGREEMENT
STATE PROJECTS

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF FREMONT, NEBRASKA
PROJECT NO. S-77-3(1036)
CONTROL NO. 22722
FREMONT SOUTHEAST BELTWAY

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between City of Fremont, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WHEREAS, the Parties previously entered into an Agreement, executed on November 13, 2018, hereinafter referred to as the "Agreement". The Agreement was for the purpose of improving a portion of State Highway 77 within the urban area of Fremont, referred to as the Fremont Southeast Beltway ("Beltway Project");

WHEREAS, the Agreement provided that construction of the Beltway Project was intended to begin in the spring of 2020 and be open to traffic in July 2021;

WHEREAS, since the Agreement, the estimated costs of the Beltway Project have increased, and to avoid additional delay, the Parties propose to modify the local contributions to the cost of the Project;

WHEREAS, the Municipality has since entered into a partnership with the following public and private entities to contribute to funding the Project: Costco; Dodge County, Nebraska; WholeStone Farms; and Fremont Beef; and

WHEREAS, this Supplemental Agreement is intended to amend the Agreement, reflecting the current cost share allocation, payment schedule, and the anticipated construction date.

SECTION 1. The Parties agree that, except for the provisions specifically modified herein, all terms and provisions of the Agreement remain in full force and effect.

SECTION 2. The Parties agree that this Supplemental Agreement will add the following language to the end of Section 3 of the Agreement:

- 3.4** The Municipality will pay an amount of ten million dollars (\$10,000,000) above the Municipality's contribution as set out in the Agreement, for a total local contribution of thirty million dollars (\$30,000,000);
- 3.5** The payments from the Municipality to the State will be made as follows:
 - a.** \$7,833,333 on July 1, 2020; and
 - b.** \$833,333 on July 1, 2021; and
 - c.** \$583,334 on July 1, 2022; and
 - d.** \$750,000 on December 1, 2022.

SECTION 3. The Parties agree that the following language of this Supplemental Agreement will replace and supersede the entirety of Section 4 of the Agreement:

The State will make a reasonable effort to begin construction in July 2020 and have the beltway open to traffic in July 2023.

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

EXECUTED by the Municipality on this ____ day of _____, 20____.

WITNESS:

CITY OF FREMONT:

City Clerk

Mayor

EXECUTED by State on this ____ day of _____, 20____.

STATE OF NEBRASKA DEPARTMENT
OF TRANSPORTATION
Timothy W. Weander, P.E.

District 2 Engineer

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Brian Newton, City Administrator; Tyler Ficken, City Clerk
DATE: June 30, 2020
SUBJECT: Interlocal Agreement – Platte River monitoring cameras

Recommendation: Move to authorize the Mayor to sign Interlocal agreement

Background: Recent flooding along the Platte River has made evident the need for improved monitoring of the river's condition. Ten cameras and three sensors will provide additional information to stakeholders making decisions during a disaster, and also be helpful for planning future needs.

The contract provides that:

“Dodge County Emergency Management has applied for FEMA/NEMA Hazard Mitigation grant assistance, up to \$18,200 (75%), to potentially assist the Partners with the purchase and placement of ten (10) cameras, three (3) additional water monitoring sensors and other supporting equipment, at an estimated total project cost of \$24,268.”

Fiscal impact: If the group does not receive grant dollars, the City share will be a maximum of \$6,042.00, with a maximum of \$2,500 annual maintenance

**INTERLOCAL COOPERATION ACT AGREEMENT
PLATTE RIVER CAMERAS/SENSORS
FOR
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
DODGE COUNTY
AND
CITY OF FREMONT**

This Agreement (hereinafter named “Agreement”) is made by and among the following Parties (all are political subdivisions of the State of Nebraska):

Lower Platte North Natural Resources District (LPNNRD)
Papio-Missouri River Natural Resources District (PMRNRD)
Dodge County (County)
City of Fremont (CITY)

The parties hereinafter being referred to individually as “Partner” and collectively as “Partners”.

WHEREAS:

Flooding and resulting damages from winter ice jams and seasonal rainstorms frequently occur along the Lower Platte River corridor.

The Partners work closely with the National Weather Service, the Nebraska Emergency Management Agency and the Nebraska Department of Natural Resources to monitor winter ice/ice-out and flood stage conditions along the Lower Platte River corridor and take necessary actions to alert the public of resulting flood hazards.

The Partners desire to increase awareness of potential flood threats due to winter ice/ice-out conditions and other significant seasonal rainstorm events, by establishing cameras and additional water monitoring sensors at mutually agreed upon locations along the Lower Platte River corridor.

The Partners desire to enter into an Interlocal Agreement for purchasing cameras, additional water monitoring sensors and other supporting equipment, for placement along the Lower Platte River corridor and for the future operation and maintenance of that equipment.

Dodge County Emergency Management has applied for FEMA/NEMA Hazard Mitigation grant assistance, up to \$18,200 (75%), to potentially assist the Partners with the purchase and placement of ten (10) cameras, three (3) additional water monitoring sensors and other supporting equipment, at an estimated total project cost of \$24,268.

THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the Partners agree as follows:

1. Authority:

The Partners desire to work together for purchasing and establishing cameras and water monitoring sensors and supporting equipment, at mutually agreed upon Lower Platte River locations and to make the most efficient use of their respective powers by cooperating on a basis of mutual advantage under the auspices of the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 to 13-827). In furtherance of this cooperative effort the Parties desire to enter into this Interlocal Agreement with one another for joint and cooperative action for any power or powers, privileges or authorities exercised or capable of exercise individually by them as public agencies under the Interlocal Cooperation Act.

2. Funding for Cameras, Water Sensors & Supporting Equipment Purchase:

The Partners agree to equally share the maximum local costs estimated at \$24,168 (\$6,042 each), for purchasing/placing up to ten cameras and three water sensors and supporting equipment. It is anticipated that the Partners may receive NEMA/FEMA grant assistance, reimbursable up to \$18,200 (75%), based on the total maximum estimated equipment costs. Should grant funds be approved, the Partners actual local share will be adjusted accordingly. The County will be the subgrantee and fiscal agent for the NEMA/FEMA grant. LPNNRD will purchase all cameras, sensors and equipment and bill each Partner for their equal share. If the NEMA/FEMA grant is approved, LPNNRD will submit expenses to the County for 75% reimbursement and bill each Partner for their equal monetary share of the remaining 25%, minus their contributed in-kind credit.

3. Camera/Equipment Operation and Maintenance Expense:

The Partners agree to equally share on-going annual camera/sensor equipment operation and maintenance expense at an annual total cost not to exceed \$10,000, or \$2,500 maximum annual cost for each Partner. On behalf of the Partners, LPNNRD will enter into a contract for operation and maintenance services and annually bill each Partner for their equal share.

4. Effective Date:

This Agreement becomes effective upon execution by all Partners. The original copy of this Agreement will be maintained as part of the records of LPNNRD, with a copy being provided to each of the Partners.

5. Duration of Agreement:

This Agreement shall extend from the date of execution by all Partners and will remain in effect, unless mutually or individually terminated by one or more of the Partners upon an advance 90 day written notice.

6. Amendments and Addendums of Agreement:

This Agreement may be amended, or Addendums added, subject to approval by all Partners.

7. Indemnification:

The Partners assume no liability under this Agreement unless expressly accepted herein. Each party agrees to defend the other from and against all liabilities, obligations, losses, damages, claims, and demands arising from the acts of its respective officers, agents, or employees.

IN WITNESS WHEREOF, each Partner has caused this Agreement to be executed by its duly authorized officer as of the date and year.

Lower Platte North Natural Resources District

By: _____
Board Chairperson

Date: _____

Papio-Missouri River Natural Resources District

By: _____
Board Chairperson

Date: _____

Dodge County

By: _____
Chairman, Board of Supervisors

Date: _____

City of Fremont

By: _____
Scott Getzschman, Mayor

Date: _____