

City of Fremont, Nebraska, is inviting you to a Zoom webinar.  
When: August 11, 2020 07:00 PM Central Time (US and Canada)  
Topic: August 11, 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/92177585715>

## Webinar ID: 921 7758 5715

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: 921 7758 5715

International numbers available: <https://zoom.us/j/92177585715>

**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](mailto: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.



# CITY OF FREMONT NEBRASKA

BOARD OF EQUALIZATION & REGULAR CITY COUNCIL MEETING  
August 11, 2020 - 7:00 PM  
City Council Chambers 400 East Military, Fremont NE

---

## BOARD OF EQUALIZATION AGENDA

7:00 PM

### MEETING CALLED TO ORDER

### ROLL CALL

1. [Resolution](#) 2020-157 to levy a special tax and assessment against Original Town N102' Lot 1 & N102'E16-1/2' Lot 2 BLK 127 in the amount of \$336.67 for debris/weed cleanup (VCVD Inc.)
2. [Resolution](#) 2020-158 to levy a special tax and assessment against Blairs Lot 10 Blk 9 in the amount of \$282.49 for debris/weed cleanup (Schindler, Justin)

### ADJOURNMENT

## CITY COUNCIL REGULAR MEETING AGENDA

7:00 PM – Following the preceding Meeting

### MEETING CALLED TO ORDER

### ROLL CALL

### MAYOR COMMENTS

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

1. Motion to adopt current agenda for the August 11, 2020 Regular Meeting

### PUBLIC HEARINGS:

2. Resolution authorizing the Mayor to sign all documents for the Fremont Housing Authority relating to Environmental Review for 2020 Capital Funds Grant from the US Department of Housing and Urban Development

**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.

3. Motion to approve July 29, 2020 through August 11, 2020 claims and authorize checks to be drawn on the proper accounts
4. Receive Report of the Treasury
5. Motion to receive Quarterly Financial Statements
6. Dispense with and approve July 28, 2020 City Council Meeting Minutes
7. Resolution 2020-160 approving the request of Fremont Opera House to use the Parking lot north of the Fremont Opera House for an event
8. Motion authorizing the City Clerk to sign Special Designated License Local Recommendation form for event for MAMAT and PAPT for Opera House event
9. Resolution 2020-161 approving the request of MainStreet Fremont to use eighteen parking stalls west of John C. Fremont Park for Sand Sculptures on Main
10. Resolution 2020-162 approving the request of the Fremont Area Chamber of Commerce to use the upper level of the David Kavich Parking Structure, and approve the application for a Special Designated Permit
11. Motion to approve Cement/Asphalt/Excavate license application - Mackie Construction
12. Move to appoint Nick Morris as Fire Lieutenant per Mayor recommendation
13. Resolution 2020-163 authorizing City of Fremont, Department of Utilities Staff to sign a purchase agreement with HDR Inc. Engineering for the Phase II Lon D. Wright Fuel Handling Modifications Engineering
14. Move to appoint Kelly Drake as Police Detective per Mayor recommendation
15. Resolution 2020-164 authorizing staff to execute a purchase agreement with Anderson Auto Group of Lincoln, Nebraska for three (3) 2020 Ford Police Interceptor Utility vehicles for a total amount of \$103,479.00

**UNFINISHED BUSINESS:** Requires individual associated action

16. Ordinance 5540 for Change of Zone from R, Rural to GC, General Commercial on property generally located at the northwest intersection of Highway 77/275 and W. County Road S (second reading)

**NEW BUSINESS:** Requires individual associated action

17. Ordinance 5541 to revise government salary pay plan (first reading)
18. Ordinance 5542 to revise utility salary pay plan (first reading)

- [19.](#) Resolution 2020-165 authorizing City of Fremont, Department of Utilities Staff to sign a purchase agreement and issue a purchase order to JCI Industries for a Byron Jackson 40 VX Circulating Water Pump
- [20.](#) Resolution 2020-166 authorizing staff to purchase additional natural gas capacity from Northern Natural Gas
- [21.](#) Move to approve the recommendation of the Mayor to appoint Amanda Moenning to a term on Library Board ending January 2021
- [22.](#) Resolution 2020-167 authorizing the Mayor to sign agreements with Fremont Soccer Club and Midland University for use of the soccer fields at Christensen Field
- [23.](#) Motion to approve Midland University's improvements to Soccer Field #5 at Christensen Field

## ADJOURNMENT

Agenda posted at the Municipal Building on August 5, 2020 and online at [www.fremontne.gov](http://www.fremontne.gov). Agenda distributed to the Mayor and City Council on August 5, 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: Tyler Ficken, City Clerk  
DATE: August 11, 2020  
SUBJECT: Nuisance Lien VCVD Inc.

---

Recommendation: Move to approve the Resolution 2020-157

---

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

Owner	Location	Amount
VCVD Inc.	311 W. Military Ave. (OT N102' Lot 1 & N102'E16 ½' Lot 2 BLK 127)	\$336.67

**Fiscal Impact:** reimbursement of \$336.67

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

INVOICE

June 1, 2020

V C V D Inc  
611 Dawson  
Farnam, NE 69029

---

The property at 311 W Military Ave, Fremont, Nebraska has been cited in violation of the Fremont Muni Code Article 4 Nuisances: Abatement - to wit: Weeds & debris

This clean up was completed on May 29, 2020

CLEAN UP OF PROPERTY AT 311 W Military Ave (OT N102' Lot 1 & N102'E16-1/2' Lot 2 BLK 127, 270002450)

Labor	\$	97.49	
Equipment	\$	170.00	
Disposal Fee	\$	49.18	
	\$	<u>316.67</u>	<b>total amount due</b>

This must be paid or payment arrangements made by July 30, 2020. If not, a lien will be filed against the property. Please make check payable to City of Fremont. If you have any questions, contact me at 402/727-2635.

Sincerely,  
CITY OF FREMONT

Tyler Ficken, City Clerk

INVOICE

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

(402) 727-2628

TO: V C V D INC 270002450  
611 DAWSON  
FARNAM, NE 69029-7123

INVOICE NO: 14906  
DATE: 6/01/20

CUSTOMER NO: 1379/1379

TYPE: DB - DEBRIS/WEED CLEANUP

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	311 W Military Ave OT N102'Lot1&N102'E16-1/2	316.67	316.67

TOTAL DUE: \$316.67

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/01/20 DUE DATE: 7/31/20  
CUSTOMER NO: 1379/1379

NAME: V C V D INC 270002450  
TYPE: DB - DEBRIS/WEED CLEANUP

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

INVOICE NO: 14906  
TERMS: NET 60 DAYS

AMOUNT: \$316.67

**RESOLUTION NO. 2020-157**

**A Resolution of the City Council of the City of Fremont Nebraska, levying a special tax and assessment in the amount of \$336.67 against OT N102' Lot 1 & N102'E16 ½' Lot 2 BLK 127 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: VCVD Inc.) to pay the costs of weed and debris removal and assessment.**

**Whereas**, the Chief Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as OT N102' Lot 1 & N102'E16 ½' Lot 2 BLK 127 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska in Dodge County, Nebraska, and

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

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

**NOW THEREFORE BE IT RESOLVED:** There is hereby levied and charged against OT N102' Lot 1 & N102'E16 ½' Lot 2 BLK 127 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: VCVD Inc.) in Dodge County, Nebraska, a special assessment in the amount of \$336.67 to pay the cost of nuisance removal and assessment.

PASSED AND APPROVED THIS 11TH DAY OF AUGUST 2020.

\_\_\_\_\_  
SCOTT GETZSCHMAN, MAYOR

ATTEST:

\_\_\_\_\_  
TYLER FICKEN, CITY CLERK

7013 3020 0000 2507 8150

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

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

Postmark Here  
**JUN - 1 2020**

Sent To VCUD  
 Street, Apt. No., or PO Box No. 1011 Dawson  
 City, State, ZIP+4 Farnam, Ne 68029

PS Form 3800, August 2006 See Reverse for Instructions

7017 1450 0001 3398 3307

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$

Postmark Here  
**JUN - 1 2020**

Sent To Justin Schindler  
 Street and Apt. No., or PO Box No. 1445 N. Maxwell Ave.  
 City, State, ZIP+4® Fremont, Ne 68025

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

## STAFF REPORT

TO: Honorable Mayor and City Council  
FROM: Tyler Ficken, City Clerk  
DATE: August 11, 2020  
SUBJECT: Nuisance Lien Schindler, Justin

---

Recommendation: Move to approve the Resolution 2020-158

---

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

Owner	Location	Amount
Schindler, Justin	75 S. Platte Ave. (Blairs Lot 10 Blk 9)	\$282.49

**Fiscal Impact:** reimbursement of \$282.49

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

INVOICE

June 1, 2020

Justin Schindler  
1445 N Maxwell Ave  
Fremont, NE 68025

---

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

This clean up was completed on May 29, 2020

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

Labor	\$	97.49	
Equipment	\$	165.00	
Disposal Fee			
	\$	<u>262.49</u>	<b>total amount due</b>

This must be paid or payment arrangements made by July 30, 2020. If not, a lien will be filed against the property. Please make check payable to City of Fremont. If you have any questions, contact me at 402/727-2635.

Sincerely,  
CITY OF FREMONT

Tyler Ficken, City Clerk

INVOICE

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

(402) 727-2628

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

INVOICE NO: 14905  
DATE: 6/01/20

CUSTOMER NO: 1351/1351

TYPE: DB - DEBRIS/WEED CLEANUP

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	75 S Platte Ave Blairs Lot 10 Blk 9	262.49	262.49

TOTAL DUE: \$262.49

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/01/20 DUE DATE: 7/31/20  
CUSTOMER NO: 1351/1351

NAME: SCHINDLER, JUSTIN 270008071  
TYPE: DB - DEBRIS/WEED CLEANUP

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

INVOICE NO: 14905  
TERMS: NET 60 DAYS

AMOUNT: \$262.49

**RESOLUTION NO. 2020-158**

**A Resolution of the City Council of the City of Fremont Nebraska, levying a special tax and assessment in the amount of \$282.49 against Blairs Lot 10 Blk 9 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: Schindler, Justin) to pay the costs of weed and debris removal and assessment.**

**Whereas**, the Chief Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as Blairs Lot 10 Blk 9 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska in Dodge County, Nebraska, and

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

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

**NOW THEREFORE BE IT RESOLVED:** There is hereby levied and charged against Blairs Lot 10 Blk 9 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: Schindler, Justin) in Dodge County, Nebraska, a special assessment in the amount of \$282.49 to pay the cost of nuisance removal and assessment.

PASSED AND APPROVED THIS 11TH DAY OF AUGUST 2020.

\_\_\_\_\_  
SCOTT GETZSCHMAN, MAYOR

ATTEST:

\_\_\_\_\_  
TYLER FICKEN, CITY CLERK

# STAFF REPORT

TO: Honorable Mayor and City Council  
FROM: Tyler Ficken, City Clerk  
DATE: August 11, 2020  
SUBJECT: Approval of Environmental Review

Recommendation: Hold public hearing. Move to approve Resolution 2020-159 authorizing the Mayor to sign Gifford & Stanton Towers Environmental Review.

Background: FHA Environmental Review process, the Finding of No Significant Impact (FONSI) and the Request for Release of Funds (RROF) for the 2020 Capital Funds Grant from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$463,275 for the purpose of completing capital improvements to Gifford and Stanton Towers in Fremont. Improvements to residential units include flooring, kitchens, vanities, electrical/plumbing elements, Stanton Tower Elevators, appliances (refrigerators & stoves). Improvements also include installation of handicap accessibility modifications for common spaces in the two buildings, the 5 Year Environmental Review, and the 5 Year Energy Audit.

In conjunction with the Public Hearing, Fremont Housing Authority gives notice that it has been determined that the release of 2020 Capital Funds for the property improvements will not constitute an action significantly affecting the quality of the human environment and accordingly the Fremont Housing Authority has decided not to prepare an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA, 42 USC 4321).

The reasons for the decision not to prepare such Statements are as follows: No serious environmental adverse impacts or hazards were identified in the course of the environmental review.

An Environmental Review Record (ERR) respecting the proposed project has been made by the Northeast Nebraska Economic Development District which documents the environmental review of the project and more fully sets forth the reasons why such a statement is not required. The Environmental Review Record is on file at the Fremont Housing Authority, 2510 N Clarkson St., Fremont, NE 68025. The records are available for public examination and copying upon request between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday.

No further environmental review of such project is proposed to be conducted prior to the release of Federal Funds.

All interested agencies, groups or persons disagreeing with the decision for the FONSI or the Request for Re- lease of Funds are invited to submit written comments for

consideration for 15 days following the Public Hearing. Such written comments should be received at the Fremont Municipal Building, 400 East Military, Fremont, NE 68025 on or before August 27, 2020. All such comments so received will be considered and the Fremont Housing Authority will not request the release of Federal Funds or take any administrative action on the proposed project prior to the date specified in the preceding sentence.

Fiscal Impact: None

# ENVIRONMENTAL REVIEW RECORD

GRANT NUMBER: \_\_\_\_\_

PROJECT NAME: Gifford & Stanton Towers, Fremont, NE

**ENVIRONMENTAL REVIEW RECORD:  
DETERMINATION OF LEVEL OF REVIEW**

ERR FILE # \_\_\_\_\_ (optional)

Project Name: Gifford and Stanton Towers

Project Number (IDIS): NE100 HUD Program: Public Housing/CFP Program Year: 2020

Project Location: 2510 and 2600 N Clarkson Street, Fremont, NE

Project Description (*Attach additional descriptive information, as appropriate to the project, including narrative, maps, photographs, site plans, budgets and other information.*):

As a recipient of the HUD Capital Improvement Grant, the Fremont Housing Authority proposes the following potential improvements which include but are not limited to; replacement of the elevators at Stanton Tower & Gifford Tower roof replacement. All improvements will be made to existing units and will not change the use of the dwellings.

*The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:*

- Exempt** from NEPA review requirements per 24 CFR 58.34(a)(\_\_\_\_)
- Categorically Excluded NOT Subject** to §58.5 authorities per 24 CFR 58.35(b)(\_\_\_\_)
- Categorically Excluded SUBJECT** to §58.5 authorities per 24 CFR 58.35(a)(6)  
(A Statutory Checklist for the §58.5 authorities is attached.)
- An **Environmental Assessment** (EA) is required to be performed. (An Environmental Assessment performed in accordance with subpart E of 24 CFR Part 58 is attached.)
- An **Environmental Impact Statement** (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

<b>Prepared by:</b>	
<u>Tina M. Engelbart</u> Print Name	<u>Tina M. Engelbart</u> Signature
<u>NENEDD Deputy Director</u> Title	<u>4/1/2020</u> Date

## 24 CFR §58.6 – OTHER REQUIREMENTS

Use this worksheet for projects that are EXEMPT, CATEGORICALLY EXCLUDED SUBJECT TO (CEST), and CATEGORICALLY EXCLUDED NOT SUBJECT TO (CENST) Related Federal Statutes and Authorities.

This 58.6 Form is a component of the Environmental Review Record (ERR) [§58.38]. Supplement the ERR, as appropriate, with photographs, site plans, maps, narrative and other information that describe the project.

### 1. AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES NOTIFICATION [24 CFR Part 51.303(a)(3)]

Does the project involve the sale or acquisition of property located within a Civil Airport Runway Clear Zone or a Military Airfield Clear Zone?

**No.** Cite or attach Source Documentation: This project does not involve the sale or acquisition or property \_\_\_\_\_ [Project complies with 24 CFR 51.303(a)(3).]

**Yes.** Notice must be provided to the buyer. The notice must advise the buyer that the property is in a Runway Clear Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in the ERR.

### 2. COASTAL BARRIERS RESOURCES ACT [Coastal Barrier Improvement Act of 1990 (16 USC 3501)]

Is the project located in a coastal barrier resource area?

**No.** Cite or attach Source Documentation: No CBRA's in Nebraska according to \_\_\_\_\_ http://www.fema.gov/nfip/cobra.shtm \_\_\_\_\_ [Proceed with project.]

**Yes.** Federal assistance may not be used in such an area.

### 3. FLOOD DISASTER PROTECTION ACT [Flood Disaster Protection Act of 1973, as amended (42 USC 4001-4128)]

Does the project involve acquisition, construction, or rehabilitation of structures located in a FEMA-identified Special Flood Hazard Area (SFHA)?

**No.** Cite or attach Source Documentation: Please see FIRM map 31053C0405E (attachment 6) \_\_\_\_\_ [Proceed with project.]

**Yes.** Cite or attach Source Documentation: \_\_\_\_\_  
Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

**Yes. Flood Insurance under the National Flood Insurance Program must be obtained.** If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to the maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.

**No. Federal assistance may not be used in the Special Flood Hazard Area.**

Tinam. Engelbart  
Preparer Name

Tinam. Engelbart  
Preparer Signature

6/11/2020  
Date

\_\_\_\_\_  
RE Certifying Officer Name

\_\_\_\_\_  
RE Certifying Officer Signature

\_\_\_\_\_  
Date

# STATUTORY CHECKLIST

Use this worksheet only for projects that are **CATEGORICALLY EXCLUDED SUBJECT TO (CEST) Related Federal Statutes and Authorities [24 CFR §58.35(a)]**

**GRANTEE:** Gifford & Stanton Towers Capital Improvement Project

**GRANT#** \_\_\_\_\_

A "Determination of Level of Review" form should be provided as a cover to this checklist.

This checklist is a component of the Environmental Review Record (ERR) [§58.38]. In addition, the "Requirements listed at 24 CFR §58.6" form must also be completed. Supplement the ERR, as appropriate, with photographs, site plans, maps, narrative and other information that describe the project.

## 24 CFR §58.5 – NEPA-Related Federal Statutes and Authorities

**DIRECTIONS – For each authority, check either Box "A" or "B" under "Status."**

**"A box"** The project is in compliance, either because: (1) the nature of the project does not implicate the authority under consideration, or (2) supporting information documents that project compliance has been achieved. In either case, information must be provided as to WHY the authority is not implicated, or HOW compliance is met; OR

**"B box"** The project requires an additional compliance step or action, including, but not limited to, consultation with or approval from an oversight agency, performance of a study or analysis, completion of remediation or mitigation measure, or obtaining of license or permit.

**IMPORTANT:** Compliance documentation consists of verifiable source documents and/or relevant base data. Appropriate documentation must be provided for each law or authority. Documents may be incorporated by reference into the ERR provided that each source document is identified and available for inspection by interested parties. Proprietary material and studies that are not otherwise generally available for public review shall be included in the ERR. Refer to HUD guidance for more information.

Statute, Authority, Executive Order, Regulation, or Policy cited at 24 CFR §58.5	STATUS		Compliance Documentation
	A	B	
<b>1. Air Quality</b> [Clean Air Act sections 176(c) & (d), and 40 CFR 6, 51, 93]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Upon review of the Air Quality Checklist (attachment 1), the Gifford & Stanton Towers Project area does not contain an EPA non-attainment or maintenance area.  Qualified Data Sources: EPA Air Quality Data (attachment 1-A), EPA Environmental Justice Mapping (attachment 1-B)  Therefore, no air quality concerns are associated with the proposed project.
<b>2. Airport Hazards</b> (Clear Zones and Accident Potential Zones) [24 CFR 51D]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fremont has one civil airport facility, the Fremont Municipal Airport. Stanton and Gifford Towers are located 6,547.20 feet from the municipal airport. There are no military airports located near Fremont, NE. Additionally, the project does not involve acquisition or sale of property, which indicates that no airport runways will be impacted. Please see attachment 2.

<b>3. Coastal Zone Management</b> [Coastal Zone Management Act sections 307(c) & (d)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No coastal zone management programs exist in the States of HUD Region VII, as established by Nat'l Oceanic & Atmospheric Administration, Office of Ocean and Coastal Resource Management. <a href="https://coast.noaa.gov/czm/mystate/">(https://coast.noaa.gov/czm/mystate/)</a> This project is located in Nebraska, which is a non-coastal state. This information is further documented in attachment 3.
<b>4. Contamination and Toxic Substances</b> [24 CFR 58.5(i)(2)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	There are no known contamination or toxic substances located in the area (Attachment 4). There are no sites on the Gifford & Stanton Towers properties that report to the EPA. Qualified Data Source: EPA Environmental Justice Mapping (Attachment 4-A).
<b>5. Endangered Species</b> [50 CFR 402]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project will have no impact, nor is it likely to adversely affect federally protected threatened or endangered species nor will it modify critical habitat since the activities include completing interior and exterior renovations to an existing building. Therefore, the threshold requirements of 50 CFR 402 are not triggered, and no further action is required.
<b>6. Environmental Justice</b> [Executive Order 12898]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project is located in a suitable, safe, and sanitary environment and will benefit low-to-moderate income persons. The Fremont Housing Authority will provide housing to any current residents who are required to be temporarily displaced as a result of building improvements, though it is not anticipated that residents will be displaced.
<b>7. Explosive and Flammable Operations</b> [24 CFR 51C]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	There are no above ground or underground storage tanks located near Gifford or Stanton Towers (attachment 5). The existing housing units will not be expanded or converted; thus, the units will not be located near explosive or flammable operations as a result of the project.
<b>8. Farmland Protection</b> [7 CFR 658]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project does not involve new construction, acquisition, or disposition of agricultural land, pasture, or forested land, but involves improvements to existing buildings. Therefore, the threshold requirements of 7 CFR 658 of the Farmland Protection Policy Act are not triggered and no further action is required.
<b>9. Floodplain Management</b> [24 CFR 55, Executive Order 11988]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project activities are not located within any Special Flood Hazard Area (SFHA) according to FIRM map 31053C0405E (attachment 6)

<b>10. Historic Preservation</b> [36 CFR 800] State Historic Preservation Office and  Tribal Historic Preservation Office or Tribal contacts [24 CFR Part 58] <a href="https://egis.hud.gov/TDAT/">https://egis.hud.gov/TDAT/</a>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project site and activities will not impact any historical resources or resources that would have potential to be listed as historic properties. An inquiry was sent to the Nebraska State Historic Preservation Office to obtain concurrence with the RE's determination. SHPO concurred that no historic properties would be impacted by the project activities (attachment 7).
<b>11. Noise Control</b> [24 CFR 51B]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stanton and Gifford Towers are not located within the vicinity of a railroad, airport, or highway, so there are no noise level concerns in regard to the proposed project. Proposed improvements to the towers will not create any permanent increases in noise levels. The residents living in the towers will not experience noise levels beyond what they currently experience. (attachment 8)
<b>12. Water Quality (Sole Source Aquifers)</b> [40 CFR 149]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	There are no EPA-designated Sole Source Aquifers in EPA Region VII which includes Nebraska (attachment 9).
<b>13. Wetland Protection</b> [24 CFR 55, Executive Order 11990]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project does not involve acquisition of undeveloped land, change of land use or new construction, but only includes rehabilitation activities. Therefore, the threshold requirements of 24 CFR 55 are not triggered, and no further action is required.
<b>14. Wild and Scenic Rivers</b> [36 CFR 297]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project does not involve acquisition of undeveloped land, change of land use, or new construction and does not involve any activity that may impact a Wild or Scenic River as defined by the National Park Service (attachment 10).

**DETERMINATION:**

- Box "A" has been checked for all authorities.** The project can convert to Exempt, per §58.34(a)(12), since the project does not require any further compliance measure (e.g. consultation, mitigation, permit, or approval) with respect to any law or authority cited at §58.5. Complete Finding of Exempt Activity and document in writing per §58.34(a)(12) & (b); OR
- Box "B" has been checked for one or more authorities.** The project cannot convert to Exempt since one or more authorities require compliance, including but not limited to consultation with or approval from an oversight agency, performance of a study or analysis, completion of remediation or mitigation measure, or obtaining of license or permit. Complete pertinent compliance requirement(s), publish NOI/RROF, request release of funds (HUD-7015.15), and obtain HUD's Authority to Use Grant Funds (HUD-7015.16) per §§58.70 & 58.71 before committing funds: OR
- The unusual circumstances of this project may result in a significant environmental impact. The project requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

Tinam Engelbart  
 Preparer Name

Tinam Engelbart 6/11/2020  
 Preparer Signature Date

\_\_\_\_\_  
 RE Certifying Officer Name

\_\_\_\_\_  
 RE Certifying Officer Signature Date

## Air Quality (CEST and EA)

General Requirements	Legislation	Regulation
The Clean Air Act is administered by the U.S. Environmental Protection Agency (EPA), which sets national standards on ambient pollutants. In addition, the Clean Air Act is administered by States, which must develop State Implementation Plans (SIPs) to regulate their state air quality. Projects funded by HUD must demonstrate that they conform to the appropriate SIP.	Clean Air Act (42 USC 7401 et seq.) as amended particularly Section 176(c) and (d) (42 USC 7506(c) and (d))	40 CFR Parts 6, 51 and 93
<b>Reference</b>		
<a href="https://www.hudexchange.info/environmental-review/air-quality">https://www.hudexchange.info/environmental-review/air-quality</a>		

### Scope of Work

- 1. Does your project include new construction or conversion of land use facilitating the development of public, commercial, or industrial facilities OR five or more dwelling units?**

Yes

→ Continue to Question 2.

No

Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documents used to make your determination.

### Air Quality Attainment Status of Project's County or Air Quality Management District

- 2. Is your project's air quality management district or county in non-attainment or maintenance status for any criteria pollutants?**

Follow the link below to determine compliance status of project county or air quality management district:

<http://www.epa.gov/oaqps001/greenbk/>

No, project's county or air quality management district is in attainment status for all criteria pollutants

→ Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documents used to make your determination.

- Yes, project's management district or county is in non-attainment or maintenance status for one or more criteria pollutants.

Describe the findings:

→ Continue to Question 3.

- 3. Determine the estimated emissions levels of your project for each of those criteria pollutants that are in non-attainment or maintenance status on your project area. Will your project exceed any of the *de minimis* or *threshold* emissions levels of non-attainment and maintenance level pollutants or exceed the screening levels established by the state or air quality management district?**

- No, the project will not exceed *de minimis* or threshold emissions levels or screening levels

→ Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Explain how you determined that the project would not exceed *de minimis* or threshold emissions.

- Yes, the project exceeds *de minimis* emissions levels or screening levels.

→ Continue to Question 4. Explain how you determined that the project would not exceed *de minimis* or threshold emissions in the Worksheet Summary.

- 4. For the project to be brought into compliance with this section, all adverse impacts must be mitigated. Explain in detail the exact measures that must be implemented to mitigate for the impact or effect, including the timeline for implementation.**

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

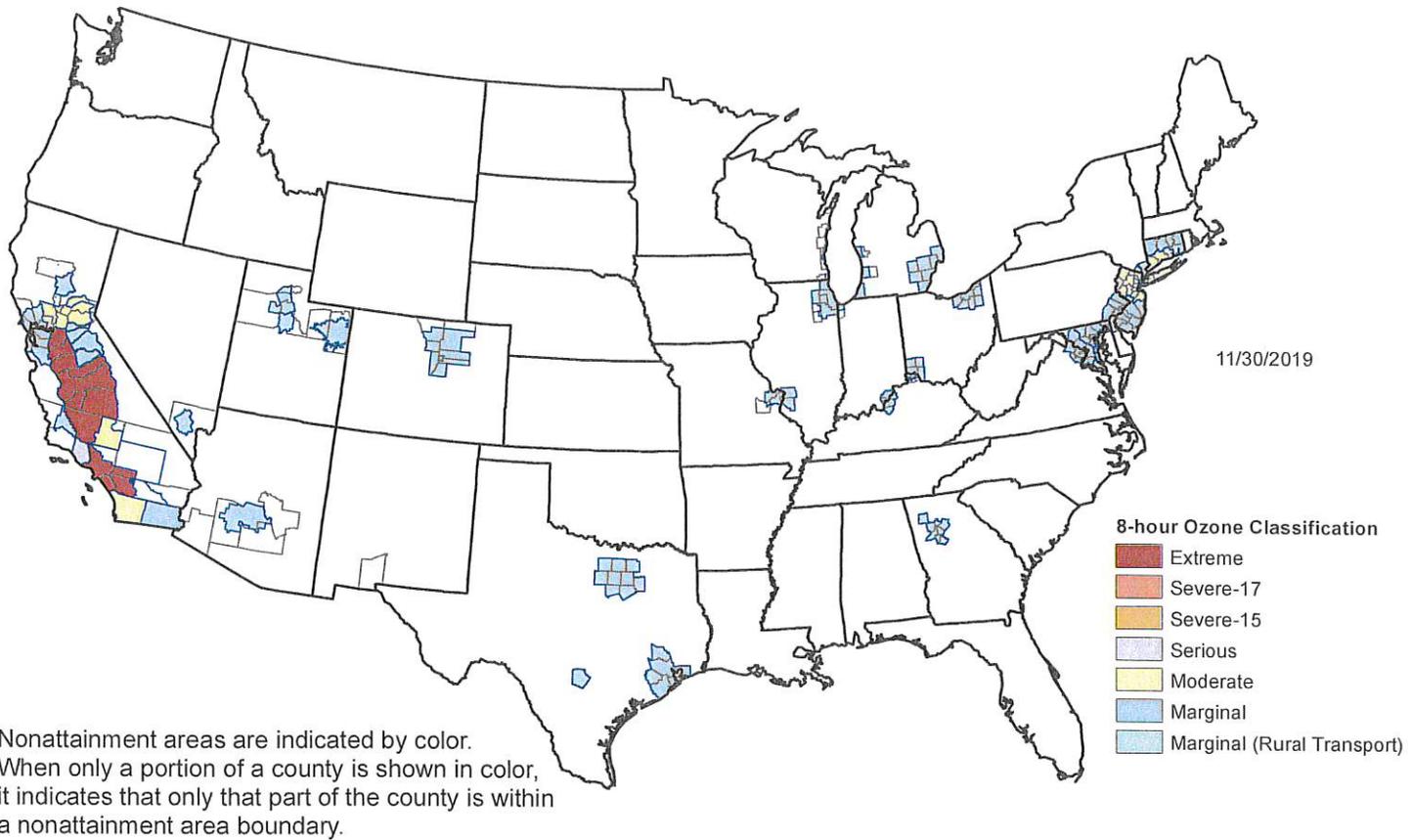
According to EPA Green Book data (<http://www.epa.gov/oar/oaqps/greenbk/>), there are no apparent air quality issues near the project area. Specifically, the State of Nebraska is outside of any 8-hour Ozone, Sulfur Dioxide, Carbon Monoxide, Particulate Matter 2.5, Lead or Nitrogen Dioxide Non-Attainment Area (Attachment 1-A). Furthermore, review of EPA Environmental Justice Mapping data indicates that there are no site within the immediate vicinity of the project area that are required to provide air quality data to the EPA (Attachment 1-B).

**Are formal compliance steps or mitigation required?**

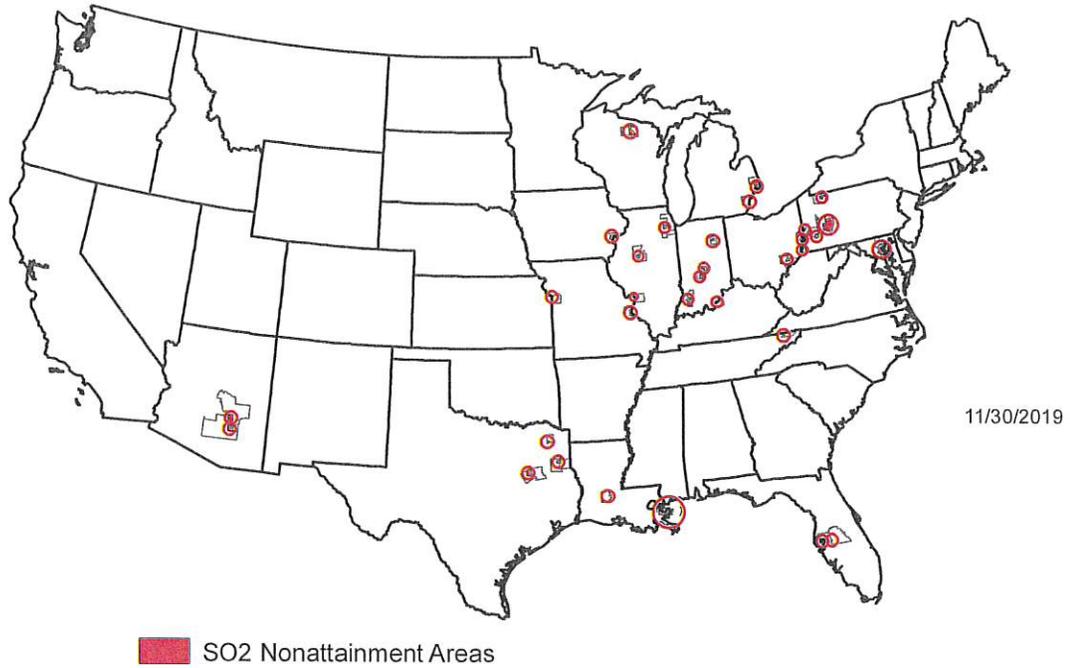
Yes

No

# 8-Hour Ozone Nonattainment Areas (2015 Standard)



## SO2 Nonattainment Areas (2010 Standard)



Nonattainment areas are indicated by color.  
When only a portion of a county is shown in color,  
it indicates that only that part of the county is within  
a nonattainment area boundary.



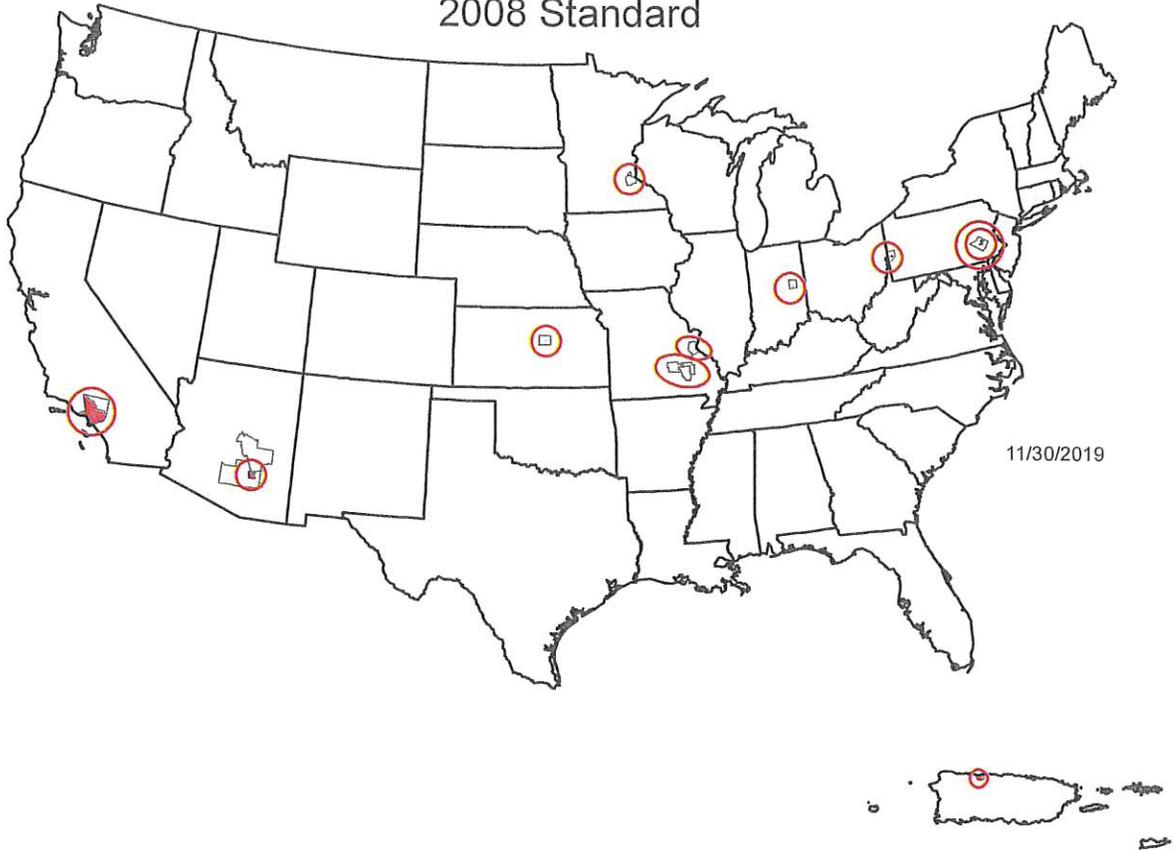
For the SO2 (2010) Steubenville, OH-WV nonattainment area, the Ohio portion was redesignated on November 29, 2019. The West Virginia portion has not been redesignated. The entire area is not considered in maintenance until all states in a multi-state area are redesignated.

# PM-2.5 Nonattainment Areas (2012 Standard)



Nonattainment areas are indicated by color. When only a portion of a county is shown in color, it indicates that only that part of the county is within a nonattainment area boundary.

## Counties Designated Nonattainment for Lead 2008 Standard



 Nonattainment Areas (2008 Standard)

The portions of a county designated nonattainment are indicated by color on this national map. The counties with nonattainment areas are circled. The double circles indicate that there are two nonattainment areas within the same county. The State maps provide details of the smaller nonattainment areas within the county boundaries.



You are here: EPA Home > Green Book > Nitrogen Dioxide (1971) Maintenance Area (Redesignated from Nonattainment) State/Area/County Report

## Nitrogen Dioxide (1971) Maintenance Area (Redesignated from Nonattainment) State/Area/County Report

Data is current as of November 30, 2019

---

### *CALIFORNIA (Region IX)*

#### **Los Angeles-South Coast Air Basin, CA (Maintenance)**

Los Angeles County (P)

Orange County

Riverside County (P)

San Bernardino County (P)

Discover.  
Connect.  
Ask.

Follow.

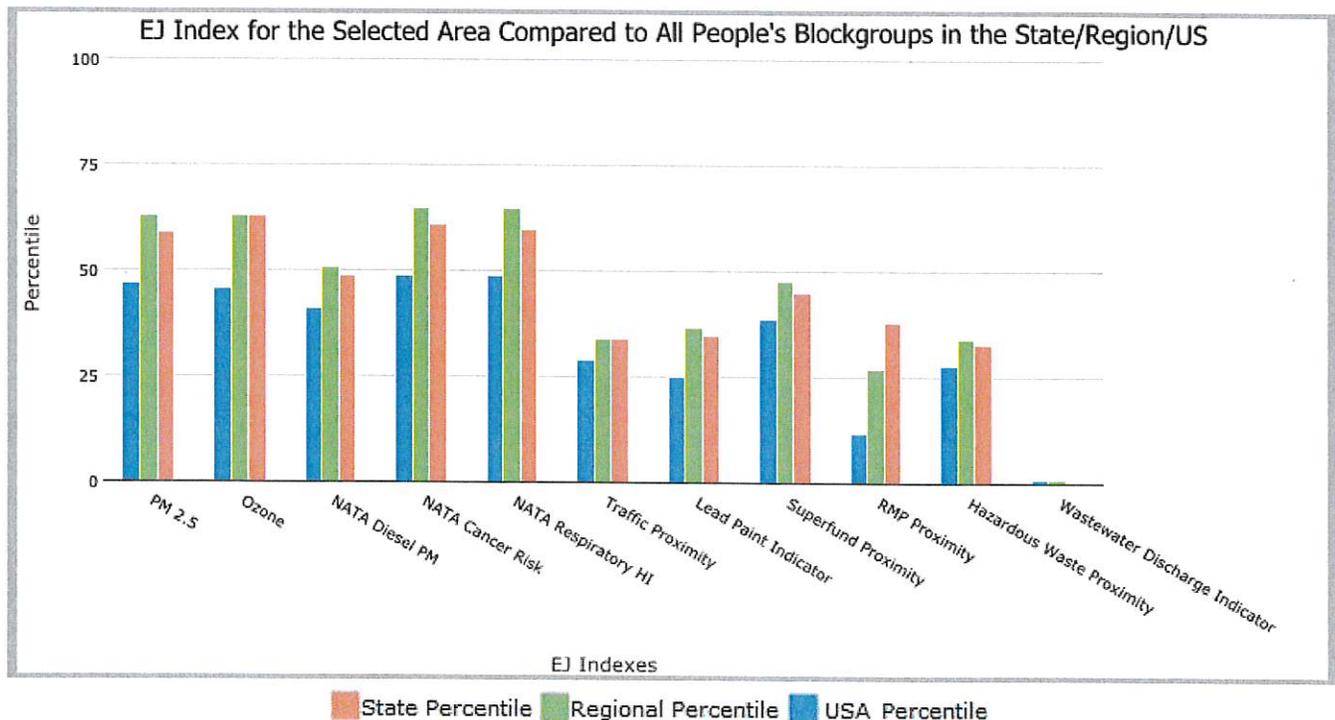
2019-11-30

1 miles Ring Centered at 41.453559,-96.490127, NEBRASKA, EPA Region 7

Approximate Population: 7,978

Input Area (sq. miles): 3.14

Selected Variables	State Percentile	EPA Region Percentile	USA Percentile
<b>EJ Indexes</b>			
EJ Index for PM2.5	59	63	47
EJ Index for Ozone	63	63	46
EJ Index for NATA* Diesel PM	49	51	41
EJ Index for NATA* Air Toxics Cancer Risk	61	65	49
EJ Index for NATA* Respiratory Hazard Index	60	65	49
EJ Index for Traffic Proximity and Volume	34	34	29
EJ Index for Lead Paint Indicator	35	37	25
EJ Index for Superfund Proximity	45	48	39
EJ Index for RMP Proximity	38	27	12
EJ Index for Hazardous Waste Proximity	33	34	28
EJ Index for Wastewater Discharge Indicator	0	1	1



This report shows the values for environmental and demographic indicators and EJSCREEN indexes. It shows environmental and demographic raw data (e.g., the estimated concentration of ozone in the air), and also shows what percentile each raw data value represents. These percentiles provide perspective on how the selected block group or buffer area compares to the entire state, EPA region, or nation. For example, if a given location is at the 95th percentile nationwide, this means that only 5 percent of the US population has a higher block group value than the average person in the location being analyzed. The years for which the data are available, and the methods used, vary across these indicators. Important caveats and uncertainties apply to this screening-level information, so it is essential to understand the limitations on appropriate interpretations and applications of these indicators. Please see EJSCREEN documentation for discussion of these issues before using reports.



1 miles Ring Centered at 41.453559,-96.490127, NEBRASKA, EPA Region 7

Approximate Population: 7,978

Input Area (sq. miles): 3.14

Selected Variables	Value	State Avg.	%ile in State	EPA Region Avg.	%ile in EPA Region	USA Avg.	%ile in USA
<b>Environmental Indicators</b>							
Particulate Matter (PM 2.5 in $\mu\text{g}/\text{m}^3$ )	7.42	7.03	51	7.77	28	8.3	25
Ozone (ppb)	42.5	42.6	65	42.5	54	43	42
NATA* Diesel PM ( $\mu\text{g}/\text{m}^3$ )	0.361	0.336	57	0.367	50-60th	0.479	<50th
NATA* Cancer Risk (lifetime risk per million)	21	22	42	27	<50th	32	<50th
NATA* Respiratory Hazard Index	0.28	0.3	41	0.36	<50th	0.44	<50th
Traffic Proximity and Volume (daily traffic count/distance to road)	310	360	69	330	71	750	57
Lead Paint Indicator (% Pre-1960 Housing)	0.49	0.36	65	0.34	70	0.28	76
Superfund Proximity (site count/km distance)	0.06	0.13	60	0.1	53	0.13	48
RMP Proximity (facility count/km distance)	1.7	1.5	68	0.94	82	0.74	88
Hazardous Waste Proximity (facility count/km distance)	0.65	0.67	69	0.8	67	4	56
Wastewater Discharge Indicator (toxicity-weighted concentration/m distance)	1.8	0.1	98	0.97	97	14	96
<b>Demographic Indicators</b>							
Demographic Index	27%	25%	67	26%	66	36%	45
Minority Population	14%	20%	54	19%	56	39%	28
Low Income Population	41%	30%	73	32%	70	33%	67
Linguistically Isolated Population	5%	3%	81	2%	88	4%	71
Population With Less Than High School Education	11%	9%	72	10%	68	13%	56
Population Under 5 years of age	7%	7%	52	6%	57	6%	59
Population over 64 years of age	23%	15%	82	15%	83	15%	84

\* The National-Scale Air Toxics Assessment (NATA) is EPA's ongoing, comprehensive evaluation of air toxics in the United States. EPA developed the NATA to prioritize air toxics, emission sources, and locations of interest for further study. It is important to remember that NATA provides broad estimates of health risks over geographic areas of the country, not definitive risks to specific individuals or locations. More information on the NATA analysis can be found at: <https://www.epa.gov/national-air-toxics-assessment>.

For additional information, see: [www.epa.gov/environmentaljustice](http://www.epa.gov/environmentaljustice)

EJSCREEN is a screening tool for pre-decisional use only. It can help identify areas that may warrant additional consideration, analysis, or outreach. It does not provide a basis for decision-making, but it may help identify potential areas of EJ concern. Users should keep in mind that screening tools are subject to substantial uncertainty in their demographic and environmental data, particularly when looking at small geographic areas. Important caveats and uncertainties apply to this screening-level information, so it is essential to understand the limitations on appropriate interpretations and applications of these indicators. Please see EJSCREEN documentation for discussion of these issues before using reports. This screening tool does not provide data on every environmental impact and demographic factor that may be relevant to a particular location. EJSCREEN outputs should be supplemented with additional information and local knowledge before taking any action to address potential EJ concerns.

## Airport Hazards (CEST and EA)

General policy	Legislation	Regulation
It is HUD's policy to apply standards to prevent incompatible development around civil airports and military airfields.		24 CFR Part 51 Subpart D
References		
<a href="https://www.hudexchange.info/environmental-review/airport-hazards">https://www.hudexchange.info/environmental-review/airport-hazards</a>		

**1. To ensure compatible land use development, you must determine your site's proximity to civil and military airports. Is your project within 15,000 feet of a military airport or 2,500 feet of a civilian airport?**

No → *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide a map showing that the site is not within the applicable distances to a military or civilian airport.*

Yes → *Continue to Question 2.*

**2. Is your project located within a Runway Potential Zone/Clear Zone (RPZ/CZ) or Accident Potential Zone (APZ)?**

Yes, project is in an APZ → *Continue to Question 3.*

Yes, project is an RPZ/CZ → *Project cannot proceed at this location.*

No, project is not within an APZ or RPZ/CZ

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide a map showing that the site is not within either zone.*

**3. Is the project in conformance with DOD guidelines for APZ?**

Yes, project is consistent with DOD guidelines without further action.

**Explain how you determined that the project is consistent:**

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documentation supporting this determination.*

No, the project cannot be brought into conformance with DOD guidelines and has not been approved. → *Project cannot proceed at this location.*

Project is not consistent with DOD guidelines, but it has been approved by Certifying Officer or HUD Approving Official.

**Explain approval process:**

**If mitigation measures have been or will be taken, explain in detail the proposed measures that must be implemented to mitigate for the impact or effect, including the timeline for implementation.**

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documentation supporting this determination.*

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

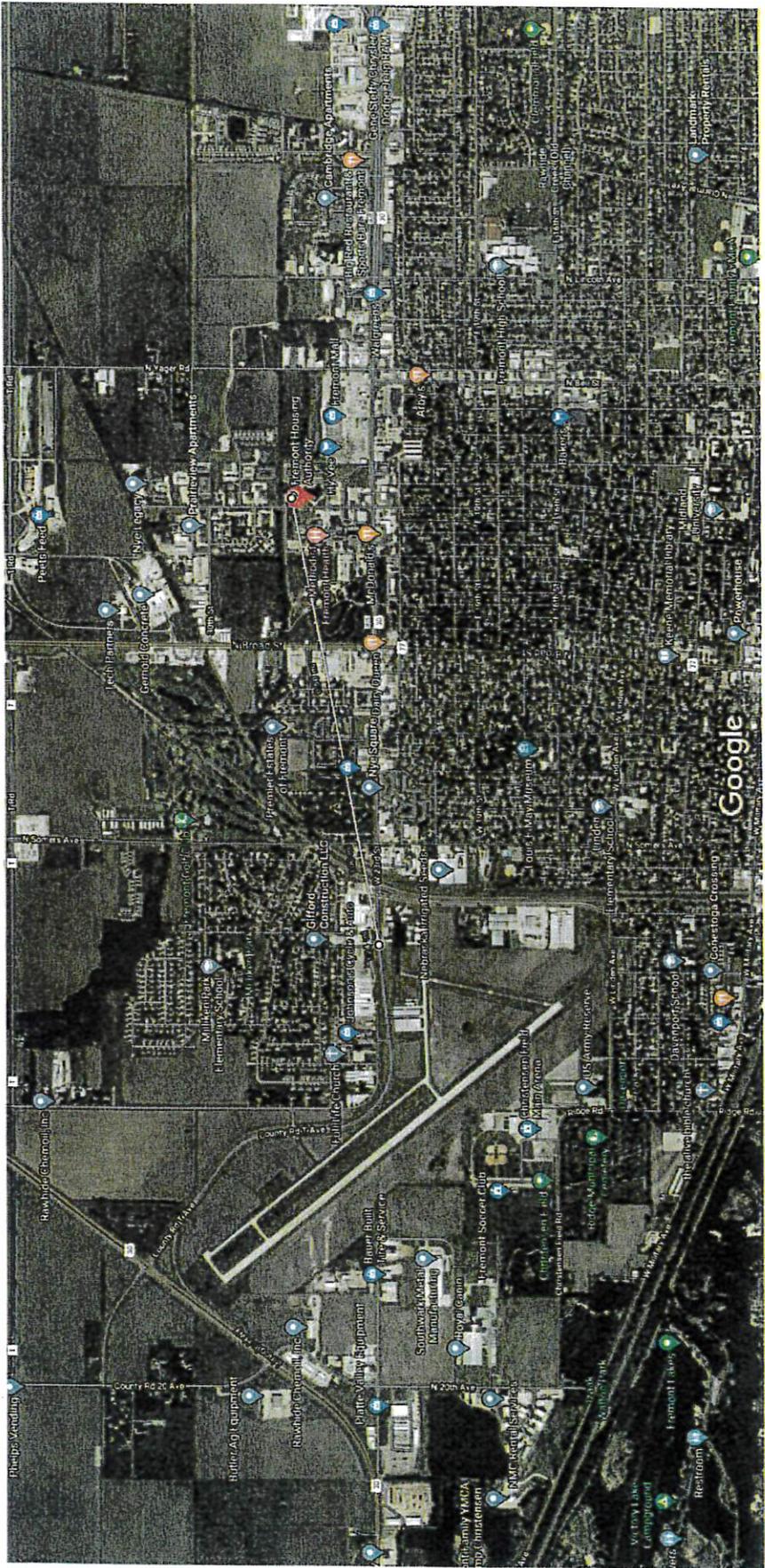
The attached google map shows that the Fremont Municipal Airport, which is a civilian airport, is more than 2,500 feet from the housing authority towers. To be exact it is 1.24 miles or 6, 547.20 feet from the project.

**Are formal compliance steps or mitigation required?**

Yes

No

# Google Maps Fremont Housing Authority



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2020 1000 ft

## Coastal Zone Management Act (CEST and EA)

General requirements	Legislation	Regulation
Federal assistance to applicant agencies for activities affecting any coastal use or resource is granted only when such activities are consistent with federally approved State Coastal Zone Management Act Plans.	Coastal Zone Management Act (16 USC 1451-1464), particularly section 307(c) and (d) (16 USC 1456(c) and (d))	15 CFR Part 930
References		
<a href="https://www.onecpd.info/environmental-review/coastal-zone-management">https://www.onecpd.info/environmental-review/coastal-zone-management</a>		

Projects located in the following states must complete this form.

Alabama	Florida	Louisiana	Mississippi	Ohio	Texas
Alaska	Georgia	Maine	New Hampshire	Oregon	Virgin Islands
American Samoa	Guam	Maryland	New Jersey	Pennsylvania	Virginia
California	Hawaii	Massachusetts	New York	Puerto Rico	Washington
Connecticut	Illinois	Michigan	North Carolina	Rhode Island	Wisconsin
Delaware	Indiana	Minnesota	Northern Mariana Islands	South Carolina	

**1. Is the project located in, or does it affect, a Coastal Zone as defined in your state Coastal Management Plan?**

Yes → *Continue to Question 2.*

No → *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide a map showing that the site is not within a Coastal Zone.*

**2. Does this project include activities that are subject to state review?**

Yes → *Continue to Question 3.*

No → *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide documentation used to make your determination.*

**3. Has this project been determined to be consistent with the State Coastal Management Program?**

Yes, with mitigation. → *Continue to Question 4.*

Yes, without mitigation. → *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide documentation used to make your determination.*

- No, project must be canceled.  
Project cannot proceed at this location.

**4. Explain in detail the proposed measures that must be implemented to mitigate for the impact or effect, including the timeline for implementation.**

→ *Continue to the Worksheet Summary below. Provide documentation of the consultation (including the State Coastal Management Program letter of consistency) and any other documentation used to make your determination.*

**Worksheet Summary**

**Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

The project is located in Nebraska, which is a non-coastal state. This information is further documented in Attachment 3-A.

**Are formal compliance steps or mitigation required?**

- Yes  
 No



## Coastal Zone Management Programs

Alabama [#alabama]	Alaska (*) [#alaska]	American Samoa [#samoa]
California [#california]	Connecticut [#connecticut]	Delaware [#delaware]
Florida [#florida]	Georgia [#georgia]	Guam [#guam]
Hawaii [#hawaii]	Illinois [#illinois]	Indiana [#indiana]
Louisiana [#louisiana]	Maine [#maine]	Maryland [#maryland]
Massachusetts [#massachusetts]	Michigan [#michigan]	Minnesota [#minnesota]
Mississippi [#mississippi]	New Hampshire [#newhampshire]	New Jersey [#newjersey]
New York [#newyork]	North Carolina [#northcarolina]	Northern Mariana Islands [#mariana]
Ohio [#ohio]	Oregon [#oregon]	Pennsylvania [#pennsylvania]
Puerto Rico [#puertorico]	Rhode Island [#rhodeisland]	South Carolina [#southcarolina]
Texas [#texas]	Virgin Islands [#virginislands]	Virginia [#virginia]
Washington [#washington]	Wisconsin [#wisconsin]	

*\* All 35 coastal and Great Lakes states and territories (with the exception of Alaska) participate in the National Coastal Zone Management Program.*

### ALABAMA

The Alabama Coastal Management Program [<http://www.adem.state.al.us/programs/coastal/default.cnt>], approved by NOAA in 1979, is administered by two state agencies:

- The Alabama Department of Conservation and Natural Resources [<http://www.outdooralabama.com/alabama-coastal-area-management-program>] is responsible for planning, fiscal management, public education, and research management; and the
- Alabama Department of Environmental Management [<http://adem.alabama.gov/programs/coastal/default.cnt>] carries out permitting, regulatory, and enforcement functions.

The primary authority for the coastal management program is the Alabama Coastal Area Act of 1976 (Act 534). The Alabama coastal zone [<https://coast.noaa.gov/data/czm/media/StateCZBoundaries.pdf>] extends inland to the continuous 10-foot contour in Mobile and Baldwin Counties.

### ALASKA

Alaska withdrew from the voluntary National Coastal Zone Management Program [</czm/about/>] on July 1, 2011. Contact NOAA's Office for Coastal Management for additional information.

### AMERICAN SAMOA

The American Samoa Coastal Management Program [<http://www.doc.as/resource-management/ascmp/>], approved by NOAA in 1980, is led by the American Samoa Department of Commerce. The coastal program has developed a unique approach that incorporates both western and traditional systems of management. The American Samoa Coastal Management Act provides the primary authority for the program. American Samoa's coastal zone boundary [<https://coast.noaa.gov/data/czm/media/StateCZBoundaries.pdf>] consists of seven islands, totaling roughly 77 square miles, with a coastline of 126 miles.

### CALIFORNIA

The California Coastal Management Program, approved by NOAA in 1978, is administered by three state agencies:

## Contamination and Toxic Substances (Multifamily and Non-Residential Properties) – PARTNER

This Worksheet was designed to be used by those “Partners” (including Public Housing Authorities, consultants, contractors, and nonprofits) who assist Responsible Entities and HUD in preparing environmental reviews, but legally cannot take full responsibilities for these reviews themselves. Responsible Entities and HUD should use the RE/HUD version of the Worksheet.

General requirements	Legislation	Regulations
It is HUD policy that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of the occupants or conflict with the intended utilization of the property.		24 CFR 58.5(i)(2) 24 CFR 50.3(i)
<b>Reference</b>		
<a href="https://www.hudexchange.info/programs/environmental-review/site-contamination">https://www.hudexchange.info/programs/environmental-review/site-contamination</a>		

**1. How was site contamination evaluated?<sup>1</sup> Select all that apply.**

- ASTM Phase I ESA
- ASTM Phase II ESA
- Remediation or clean-up plan
- ASTM Vapor Encroachment Screening
- None of the above

→ Provide documentation and reports and include an explanation of how site contamination was evaluated in the Worksheet Summary.

Continue to Question 2.

**2. Were any on-site or nearby toxic, hazardous, or radioactive substances found that could affect the health and safety of project occupants or conflict with the intended use of the property? (Were any recognized environmental conditions or RECs identified in a Phase I ESA and confirmed in a Phase II ESA?)**

- No

**Explain:**

<sup>1</sup> HUD regulations at 24 CFR § 58.5(i)(2)(ii) require that the environmental review for multifamily housing with five or more dwelling units or non-residential property include the evaluation of previous uses of the site or other evidence of contamination on or near the site. For acquisition and new construction of multifamily and nonresidential properties HUD strongly advises the review include an ASTM Phase I Environmental Site Assessment (ESA) to meet real estate transaction standards of due diligence and to help ensure compliance with HUD’s toxic policy at 24 CFR §58.5(i) and 24 CFR §50.3(i). Also note that some HUD programs require an ASTM Phase I ESA.

**If a remediation plan or clean-up program was necessary, which standard does it follow?**

Complete removal

→ *Continue to the Worksheet Summary.*

Risk-based corrective action (RBCA)

→ *Continue to the Worksheet Summary.*

### **Worksheet Summary**

#### **Compliance Determination**

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

Prior to conducting this environmental review, there were no known toxic, hazardous or radioactive substances located within the Villa Wayne area. This was reaffirmed upon review of EPA Environmental Justice mapping (Attachment 4-A).

**Are formal compliance steps or mitigation required?**

Yes

No



Facility Name Facility Address Facility City Tank # Tank Usage Status Tank Type Tank Installed Last Date Used

Facility Name	Facility Address	Facility City	Tank #	Tank Usage Status	Tank Type	Tank Installed	Last Date Used
AMOCO SHORT STOP	2250 N CLARMAR	FREMONT	4	Currently in Use	Federally Regulated	1997	
AMOCO SHORT STOP	2250 N CLARMAR	FREMONT	5	Currently in Use	Federally Regulated	1997	
AMOCO SHORT STOP	2250 N CLARMAR	FREMONT	6	Currently in Use	Federally Regulated	1997	
BAKERS #323 FUEL CENTER	1615 N BELL ST	FREMONT	1	Currently in Use	Federally Regulated	1985	
BAKERS #323 FUEL CENTER	1615 N BELL ST	FREMONT	2	Currently in Use	Federally Regulated	1985	
BAKERS #323 FUEL CENTER	1615 N BELL ST	FREMONT	3	Currently in Use	Federally Regulated	1985	
BRADYs MEATS & FOODS	405 S BROAD ST	FREMONT	1	Currently in Use	Federally Regulated	1990	
BRADYs MEATS & FOODS	405 S BROAD ST	FREMONT	2	Currently in Use	Federally Regulated	1990	
BRADYs MEATS & FOODS	405 S BROAD ST	FREMONT	3	Currently in Use	Federally Regulated	1990	
CASEYS GENERAL STORE #1737	401 W 23RD ST	FREMONT	1	Currently in Use	Federally Regulated	1993	
CASEYS GENERAL STORE #1737	401 W 23RD ST	FREMONT	2	Currently in Use	Federally Regulated	1993	
CASEYS GENERAL STORE #2090	821 S BROAD	FREMONT	1	Currently in Use	Federally Regulated	1998	
CASEYS GENERAL STORE #2090	821 S BROAD	FREMONT	2	Currently in Use	Federally Regulated	1998	
CUBBYs FREMONT	209 W 23RD ST	FREMONT	1	Currently in Use	Federally Regulated	2001	
CUBBYs FREMONT	209 W 23RD ST	FREMONT	2	Currently in Use	Federally Regulated	2001	
CUBBYs FREMONT	209 W 23RD ST	FREMONT	3	Currently in Use	Federally Regulated	2001	
CUBBYs FREMONT	209 W 23RD ST	FREMONT	4	Currently in Use	Federally Regulated	2001	
E NE CHAPTER NRHS	1835 N SOMERS	FREMONT	1	Permanently Out of Use	Federally Regulated	1966	4/1/1987
E NE CHAPTER NRHS	1835 N SOMERS	FREMONT	2	Permanently Out of Use	Federally Regulated	1966	4/1/1987
EXPRESSWAY TEXACO FOOD MART LLC	209 S BELL ST	FREMONT	1	Currently in Use	Federally Regulated	1988	
EXPRESSWAY TEXACO FOOD MART LLC	209 S BELL ST	FREMONT	2	Currently in Use	Federally Regulated	1988	
EXPRESSWAY TEXACO FOOD MART LLC	209 S BELL ST	FREMONT	3	Currently in Use	Federally Regulated	1988	
FREMONT AREA MEDICAL CTR	450 E 23RD ST	FREMONT	4	Currently in Use	Heating Oil	1995	
FREMONT CONTRACT CARRIERS	1520 RAILROAD PO BOX 489	FREMONT	1	Permanently Out of Use	Federally Regulated	1992	
FREMONT CONTRACT CARRIERS INC	865 S BUD BLVD	FREMONT	1	Currently in Use	Federally Regulated	2005	
FREMONT CONTRACT CARRIERS INC	865 S BUD BLVD	FREMONT	2	Currently in Use	Federally Regulated	2005	
FREMONT JR HIGH SCHOOL	10TH & PARK	FREMONT	1	Currently in Use	Heating Oil	1992	
FREMONT PUBLIC SCHOOL SR HIGH SCHOOL	1750 N LINCOLN	FREMONT	1	Currently in Use	Heating Oil	1990	
FREMONT PUBLIC SCHOOL/MAINTENANCE SHOP	957 N PIERCE ST	FREMONT	1	Currently in Use	Federally Regulated	1990	
FREMONT PUBLIC SCHOOL/MAINTENANCE SHOP	957 N PIERCE ST	FREMONT	2	Currently in Use	Federally Regulated	1990	
FREY 66	1550 N BELL ST	FREMONT	1	Permanently Out of Use	Federally Regulated	1988	4/1/2003
FREY 66	1550 N BELL ST	FREMONT	2	Permanently Out of Use	Federally Regulated	1988	4/1/2003
FREY 66	1550 N BELL ST	FREMONT	3	Permanently Out of Use	Federally Regulated	1974	4/1/2003
FUEL EXPRESS	1305 MORNINGSIDE RD	FREMONT	1	Currently in Use	Federally Regulated	1993	
FUEL EXPRESS	1305 MORNINGSIDE RD	FREMONT	2	Currently in Use	Federally Regulated	1993	
FUEL EXPRESS	1305 MORNINGSIDE RD	FREMONT	3	Currently in Use	Federally Regulated	1993	
FUEL EXPRESS	1305 MORNINGSIDE RD	FREMONT	4	Currently in Use	Federally Regulated	1993	
HY VEE GAS	854 E 23RD ST	FREMONT	1	Currently in Use	Federally Regulated	2006	
HY VEE GAS	854 E 23RD ST	FREMONT	2	Currently in Use	Federally Regulated	2006	
HY VEE GAS	854 E 23RD ST	FREMONT	3	Currently in Use	Federally Regulated	2006	
HY VEE GAS	854 E 23RD ST	FREMONT	4	Currently in Use	Federally Regulated	2006	
HY VEE GAS	854 E 23RD ST	FREMONT	5	Currently in Use	Federally Regulated	2006	
KWIK SHOP #645	710 N BROAD ST	FREMONT	4	Currently in Use	Federally Regulated	2013	

KWIK SHOP #645	710 N BROAD ST	FREMONT	5 Currently in Use	Federally Regulated	2013
KWIK SHOP #645	710 N BROAD ST	FREMONT	6 Currently in Use	Federally Regulated	2013
KWIK SHOP #645	710 N BROAD ST	FREMONT	7 Currently in Use	Federally Regulated	2013
MIDLAND LUTHERAN COLLEGE/HOPKINS ARENA	900 N CLARKSON	FREMONT	2 Currently in Use	Heating Oil	1968
MURPHY USA #7847	3010 E 23RD ST	FREMONT	1 Currently in Use	Federally Regulated	2015
MURPHY USA #7847	3010 E 23RD ST	FREMONT	2 Currently in Use	Federally Regulated	2015
MURPHY USA #7847	3010 E 23RD ST	FREMONT	3 Currently in Use	Federally Regulated	2015
PUMP & PANTRY	3441 E 24TH ST	FREMONT	1 Currently in Use	Federally Regulated	2013
PUMP & PANTRY	3441 E 24TH ST	FREMONT	2 Currently in Use	Federally Regulated	2013
PUMP & PANTRY	3441 E 24TH ST	FREMONT	3 Currently in Use	Federally Regulated	2013
QUIK PIK	2010 BELL ST	FREMONT	1 Currently in Use	Federally Regulated	1982
QUIK PIK	2010 BELL ST	FREMONT	2 Currently in Use	Federally Regulated	1990
QUIK PIK	2010 BELL ST	FREMONT	3 Currently in Use	Federally Regulated	1990
QUIK PIK	2010 BELL ST	FREMONT	4 Currently in Use	Federally Regulated	1990
QUIK-PIK	740 N DAVENPORT AVE	FREMONT	1 Currently in Use	Federally Regulated	1977 6/1/2014
QUIK-PIK	1156 W 23RD ST	FREMONT	1 Currently in Use	Federally Regulated	1984
QUIK-PIK	1156 W 23RD ST	FREMONT	2 Currently in Use	Federally Regulated	1984
QUIK-PIK	740 N DAVENPORT AVE	FREMONT	3 Currently in Use	Federally Regulated	1977 6/1/2014
QUIK-PIK	1156 W 23RD ST	FREMONT	1 Currently in Use	Federally Regulated	1984
QUIK-PIK	707 E DODGE ST	FREMONT	3 Currently in Use	Federally Regulated	1984
RUAN LEASING CO	4260 N BROAD	FREMONT	1 Permanently Out of Use	Federally Regulated	1901 4/1/1986
SAPP BROS FREMONT	4260 N BROAD	FREMONT	1 Currently in Use	Federally Regulated	1996
SAPP BROS FREMONT	4260 N BROAD	FREMONT	2 Currently in Use	Federally Regulated	1996
SAPP BROS FREMONT	4260 N BROAD	FREMONT	3 Currently in Use	Federally Regulated	1996
SAPP BROS FREMONT	4260 N BROAD	FREMONT	4 Currently in Use	Federally Regulated	1996
SAPP BROS FREMONT	4260 N BROAD	FREMONT	5 Currently in Use	Federally Regulated	1996
SAPP BROS FREMONT	4260 N BROAD	FREMONT	6 Currently in Use	Federally Regulated	1996
TEXACO EXPRESSWAY FOOD MARTS	1800 E MILITARY	FREMONT	1 Currently in Use	Federally Regulated	1988
TEXACO EXPRESSWAY FOOD MARTS	1800 E MILITARY	FREMONT	2 Currently in Use	Federally Regulated	1988
TEXACO EXPRESSWAY FOOD MARTS	1800 E MILITARY	FREMONT	3 Currently in Use	Federally Regulated	1988
TEXACO EXPRESSWAY FOOD MARTS	1800 E MILITARY	FREMONT	4 Currently in Use	Federally Regulated	1988
TOMs TEXACO	1105 S BROAD ST	FREMONT	1 Currently in Use	Federally Regulated	1989
TOMs TEXACO	1105 S BROAD ST	FREMONT	2 Currently in Use	Federally Regulated	1989
TOMs TEXACO	1105 S BROAD ST	FREMONT	3 Currently in Use	Federally Regulated	1989
TOMs TEXACO	1105 S BROAD ST	FREMONT	4 Currently in Use	Federally Regulated	1989
WOODCLIFF MARINA	W LOT S-03 980 COUNTY RD	FREMONT	3 Permanently Out of Use	Federally Regulated	1999

# National Flood Hazard Layer FIRMette



41°27'28.72"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

**SPECIAL FLOOD HAZARD AREAS**

- Without Base Flood Elevation (BFE) Zone AE, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

**OTHER AREAS OF FLOOD HAZARD**

- 0.2% Annual Chance Flood Hazard. Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone X)
- Future Conditions 1% Annual Chance Flood Hazard (Zone X)
- Area with Reduced Flood Risk due to Levee. See Notes. (Zone X)
- Area with Flood Risk due to Levee (Zone D)

**OTHER AREAS**

- Area of Minimal Flood Hazard (Zone X)
- Effective LOMRS
- Area of Undetermined Flood Hazard (Zone X)

**GENERAL STRUCTURES**

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

**OTHER FEATURES**

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

**MAP PANELS**

- Digital Data Available
- No Digital Data Available
- Unmapped

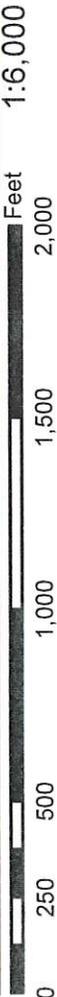
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/5/2020 at 12:43:46 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

USGS The National Map: Orthoimagery. Data refreshed April, 2019.



Attachment 10

## Tina Engelbart

---

**From:** Bacon, Kelli <kelli.bacon@nebraska.gov>  
**Sent:** Thursday, May 28, 2020 8:24 AM  
**To:** Tina Engelbart  
**Subject:** RE: Gifford and Stanton Towers - Fremont NE  
**Attachments:** 2005-153-01.pdf

Ms. Engelbart,

Re: HP# 2005-153-01 2510 and 2600 North Clarkson Street Repairs, Fremont, Dodge County

Thank you for submitting the project proposal for our review and comment. Our comment on this project and its potential to affect historic properties is required by Section 106 of the National Historic Preservation Act of 1966, as amended, and implementing regulations 36 CFR Part 800.

I have attached the review for the above referenced project. Should any changes in the project be made or in the type of funding or assistance provided through federal or state agencies, please notify this office of the changes before further project planning continues.

Please retain this correspondence and your documented finding in order to show compliance with Section 106 of the National Historic Preservation Act, as amended. If you have any questions, please email or call me.

### Kelli Bacon

Certified Local Government coordinator / acting Section 106 coordinator



1500 R Street  
Lincoln, Nebraska 68508-1651

t. 402-471-4766 | f. 402-471-3100  
[kelli.bacon@nebraska.gov](mailto:kelli.bacon@nebraska.gov) | [history.nebraska.gov](http://history.nebraska.gov)

Preserving the Past. Building the Future



---

**From:** Tina Engelbart <tina@nenedd.org>  
**Sent:** Tuesday, May 26, 2020 4:00 PM  
**To:** HP, HN <hn.hp@nebraska.gov>  
**Subject:** Gifford and Stanton Towers - Fremont NE

Good Afternoon,

Please see the attached request for your review relating to the Gifford and Stanton Towers in Fremont. Thank you.



Submission of a completed Project Information Form with adequate information and attachments constitutes a request for review pursuant to Section 106 of the National Historic Preservation Act of 1966 (as amended). More information may be required to adequately complete the Section 106 process. Submit completed form to HN.HP@nebraska.gov.

NOTE: Section 106 regulations provide for a 30-day response time by the Nebraska State Historic Preservation Office from the date of receipt.

PROJECT NAME (if applicable)

Gifford and Stanton Towers

PROJECT NUMBER (if applicable)

COUNTY

Dodge

STREET ADDRESS (No P.O. Box Numbers)

2510 and 2600 N Clarkson Street

CITY

Fremont

FEDERAL AGENCY OR DESIGNEE

Northeast Nebraska Economic Development District

CONTACT PERSON

Tina M. Engelbart

CITY, STATE ZIP

Norfolk, NE 68701

TELEPHONE

+1 (402) 379-1150

EMAIL (for response)

tina@nenedd.org

PROJECT DESCRIPTION

Briefly describe the overall project.

As a recipient of the HUD Capital Improvement Grant, the Fremont Housing Authority proposes the following potential improvements which include but are not limited to; replacement of the elevators at Stanton Tower and Gifford Tower roof replacement. All improvements will be made to existing units and will not change the use of the dwellings.

DESIGNATIONS

To the best of your knowledge, is the structure any of the following?

- Listed Individually on the National Register, Listed within a National Register Historic District, Designated Local Landmark, Designated Local Landmark District

PHOTOGRAPHS

Please provide photographs of all structures. Photographs of neighboring or nearby buildings are helpful. Go to page 2 to insert photo(s).

NESHPO USE ONLY

Nebraska SHPO Determination

- No potential to cause effects, No historic properties affected, No adverse effect

Site Number: \_\_\_\_\_

- Adverse effect (More consultation needed), The SHPO requests additional information (see attached)

Keeli Bawa

Review & Compliance Coordinator, State Historic Preservation Office, Nebraska State Historical Society

Date 5/28/2020



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020 100 ft

# 1 Fremont Housing Authority (Gifford Tower)  
# 2 Stanton Tower

Google Maps 2510 N Clarkson St

Sifford Tower



Image capture: Jun 2015 © 2020 Google

Fremont, Nebraska



Street View



Attachment 7

Google Maps 2600 N Clarkson St

Stanton Tower

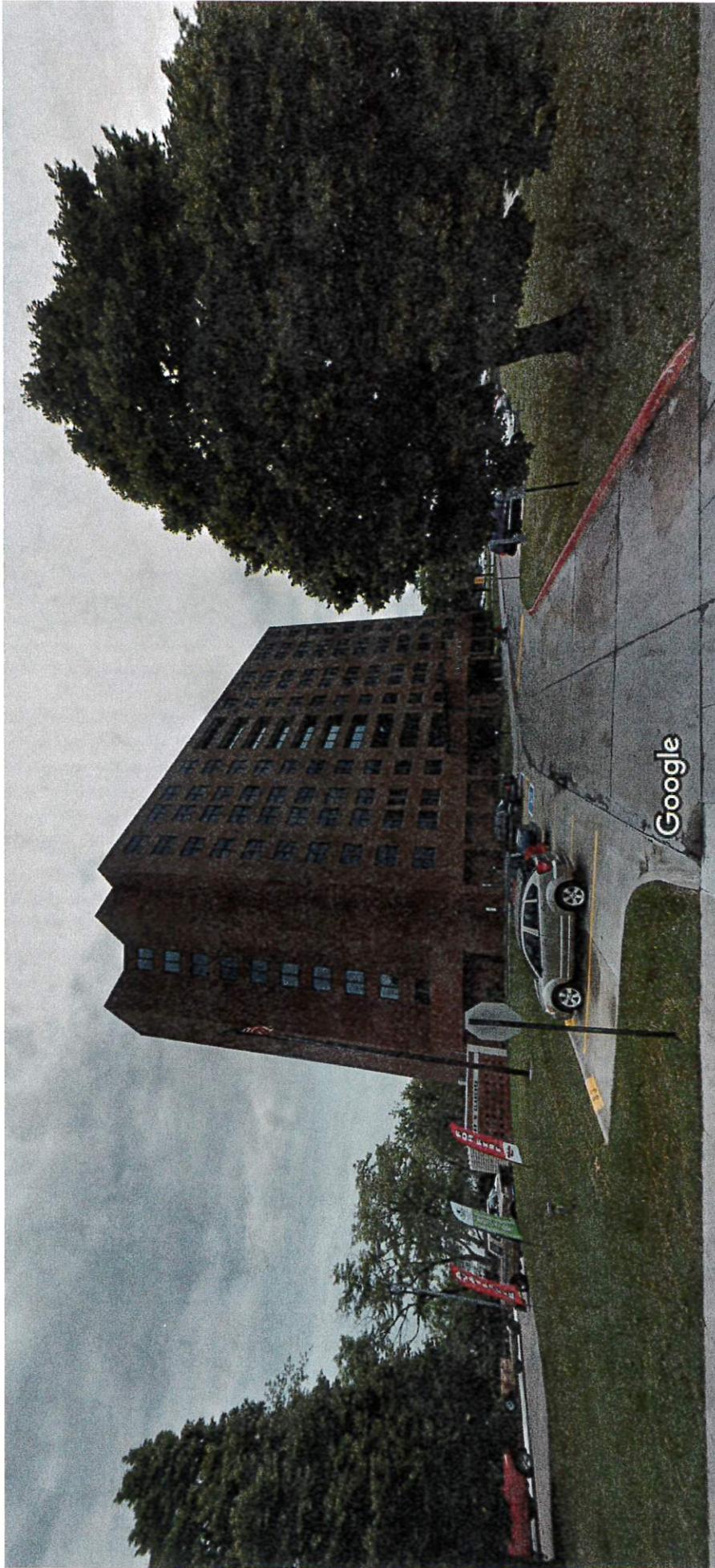


Image capture: Jun 2015 © 2020 Google

Fremont, Nebraska



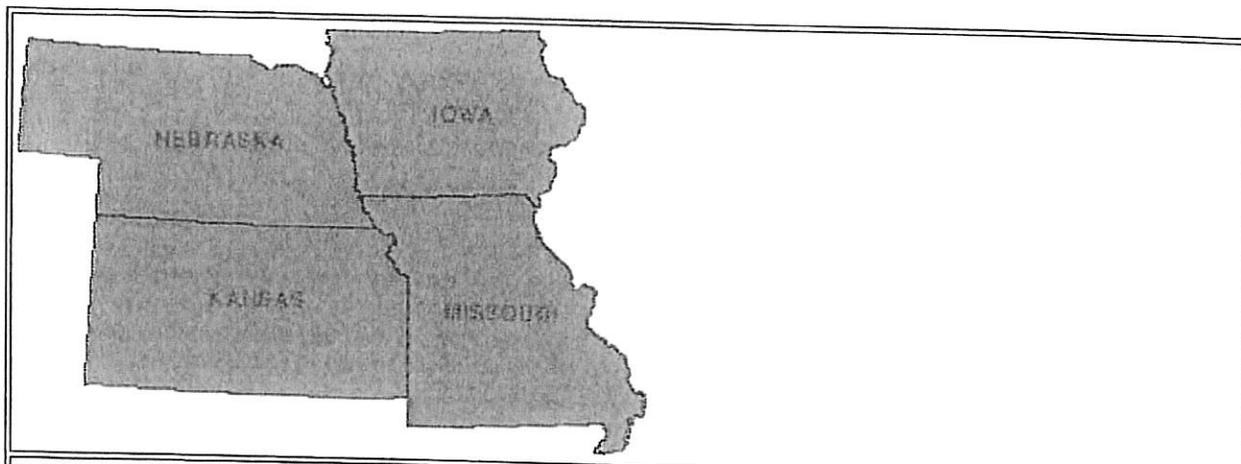
Street View

Attachment 7



# Designated Sole Source Aquifers in EPA Region VII

Iowa, Kansas, Missouri, Nebraska



## REGION VII (IA, KS, MO, NE)

Stephanie Lindberg  
Drinking Water/Ground Water Branch  
EPA Region 7  
901 N. 5th Street  
Kansas City, KS 66101  
phone: (800) 223-0425  
email: [lindberg.stephanie@epa.gov](mailto:lindberg.stephanie@epa.gov)

*There are no designated Sole Source Aquifers in Region VII. Contact the coordinator above for more information about designating SSAs in Region VII.*

Return to: [Sole Source Aquifer program home page](#)

Attachment 9



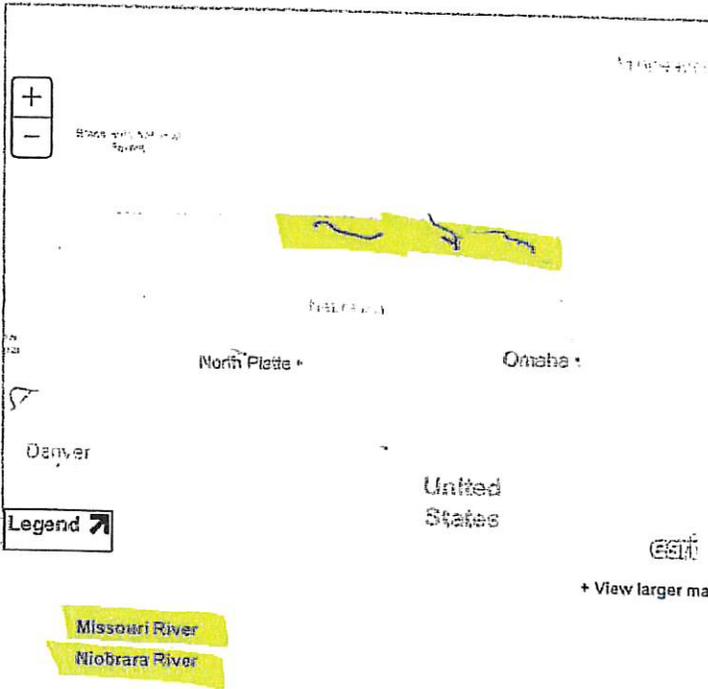
# NATIONAL WILD AND SCENIC RIVERS SYSTEM



- HOME
- NATIONAL SYSTEM
- MANAGEMENT
- RESOURCES
- PUBLICATIONS
- CONTACT US
- 50 YEARS

## NEBRASKA

Nebraska has approximately 79,056 miles of river, of which 197 miles are designated as wild & scenic—approximately 2/10ths of 1% of the state's river miles.



**EXPLORE DESIGNATED RIVERS**

Choose A State

Choose A River



- NATIONWIDE RIVERS INVENTORY
- CONTACT US
- PRIVACY NOTICE
- Q & A SEARCH ENGINE
- SITE MAP



# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2506-0087  
(exp. 03/31/2020)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) <b>Capital Funds Program</b>	2. HUD/State Identification Number <b>NE100</b>	3. Recipient Identification Number (optional) <b>NE26P10050120</b>
4. OMB Catalog Number(s)	5. Name and address of responsible entity <b>City of Fremont</b>	
6. For information about this request, contact (name & phone number) <b>Rita Grigg, Executive Director (402) 727-4848 Ext 5</b>	400 E Military <b>Fremont, Nebraska 68025</b>	
8. HUD or State Agency and office unit to receive request <b>Omaha HUD Field Office</b>	7. Name and address of recipient (if different than responsible entity) <b>Fremont Housing Authority</b> 2510 N Clarkson Street <b>Fremont, Nebraska 68025</b>	

**The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following**

9. Program Activity(ies)/Project Name(s) <b>Capital Funds Program activities as described in the FHA 1 &amp; 5 Year Agency Plan</b>	10. Location (Street address, city, county, State) <b>2510 N Clarkson Street, Fremont, NE</b> <b>2600 N Clarkson Street, Fremont, NE</b>
--	--

### 11. Program Activity/Project Description

Operations, Management Improvements, Administration, Audit, Fees/Costs: Professional Fees, Site Improvement, Dwelling Structures: Modernization of Dwelling Units, Elevators, Gifford Tower Roof Replacement, Soffit/Fascia, Dwelling Equipment: Appliances, Non-Dwelling Structures/Equipment: New glass entry doors, Stanton Tower Dining Room modernization, washers/dryers.

---

**Part 2. Environmental Certification** (to be completed by responsible entity)

---

**With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:**

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did  did not  require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

---

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

**Mayor of the City of Fremont**

Date signed

**X**

---

Address of Certifying Officer

**400 E Military Avenue, Fremont, Nebraska 68025**

---

**Part 3. To be completed when the Recipient is not the Responsible Entity**

---

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

---

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

**Executive Director**

Date signed

**X**

---

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

July 20, 2020

TO: Mayor & Fremont City Council

From: Fremont Housing Authority

Explanation for Changes to the Procedures for filing required Capital Fund Program (CFP) documents with the U.S. Department of Housing & Urban Development, Omaha Field Office.

Significant changes to the Capital Fund program were published in the CFP Final Rule on October 24, 2013, which became effective November 25, 2013. A new resource guide was published by HUD which addresses CFP processing guidelines, Final Rule, Obligations and Expenditures, and additional information and technical guidance.

Due to HUD mandates - many of the changes are new to housing agencies and must be accomplished per HUD 24 CFR regulations: Changes include

1. **ENVIRONMENTAL REVIEW** – All Public Housing Authorities (PHA) are subject to the environmental review requirements 24 CFR Part 50 or 24 CFR Part 58.
  1. Capital Funds will remain locked in the ELOCCS system of HUD until the Environmental Review (ER) requirements have been met.
  2. Under Part 58, the Responsible Entity (City of Fremont) may determine that some work items are categorically excluded from NEPA assessment and are not subject to compliance with related laws (24 CFR 58.35 (b)) or exempt from environmental review 24 CFR 54.34).
  3. The PHA needs to assure that it has these determinations from the Responsible Entity.
  4. The Omaha HUD office must receive these determinations from the Responsible Entity and the Environmental Review approved by HUD before any Capital Funds will be released to the Housing Authority.
  5. The City of Fremont, as the Responsible Entity, through its contract with the Northeast Nebraska Economic Development District, has entered into a Memorandum Agreement with the Fremont Housing Authority to use this partnership to complete the Environmental Review.
  6. The Fremont Housing Authority is responsible for the cost of the ER to NENEDD.
2. **PUBLIC HEARING:** A Public Hearing is required for the Environmental Review process with a 15 day comment period. The cost of the advertisement will be covered by the Housing Agency.
3. **REQUEST FOR REALEASE OF FUNDS**
  7. The Public Hearing will also cover the required Request for Release of Funds (7 day comment period concurrent with the 15 day comment period of the Environmental Review) before Capital Funds money will be released from HUD to the Housing Authority.

**RESPONSIBLE ENTITY SIGNATURE REQUIRED**

8. The City of Fremont is required to Sign off on the Environmental Review prior to sending to HUD.
9. The City of Fremont is responsible for signing the HUD Form 7015.15 which must accompany the Environmental Review.

The Fremont Housing Authority thanks the City of Fremont for their part in this new process.

**RESOLUTION NO. 2020-159**

**A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign all documents for the Fremont Housing Authority relating to Environmental Review, Finding of No Significant Impact and Request for Release of Funds for 2020 Capital Funds Grant from the US Department of Housing and Urban Development.**

WHEREAS, On August 11, 2020, the City of Fremont held the required public hearings; and,

WHEREAS, the US Department of Housing and Urban Development requires local approval and signing of documents under HUD 24 CFR regulations; and,

WHEREAS, the City of Fremont serves as the local governing agency for the Fremont Housing Agency,

NOW, THEREFORE BE IT RESOLVED that the Fremont City Council authorizes the Mayor to sign all related documents for the Fremont Housing Agency pertaining to Environmental Review, Finding of No Significant Impact and Request for Release of Funds for 2020 Capital Funds Grant after the required public comment period as expired.

PASSED AND APPROVED THIS 11<sup>th</sup> DAY OF AUGUST, 2020.

\_\_\_\_\_  
Scott Getzschman, Mayor

ATTEST:

\_\_\_\_\_  
Tyler Ficken, City Clerk

## STAFF REPORT

**TO:** Honorable Mayor and City Council  
**FROM:** Jody Sanders, CPA, Director of Finance  
**DATE:** August 11, 2020  
**SUBJECT:** Report of Treasury

---

**Recommendation:** Move to receive Report of the Treasury

---

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

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

**Fiscal Impact:** As noted in the report. The City's total account balances decreased \$9,339,100 from June, due to the \$14,493,333 payment to the Nebraska Department of Transportation for the SE Beltway, offset by contributions from the County and local businesses totaling 7,391,333, as well as the fact that the June 30, 2020 claims that were not mailed until July 1. The Utility total decreased by \$2,228,003, due in large part to the June 30, 2020 claims in addition to coal purchases starting up again.

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

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

Account Name	Statement ending balances					
	First National Bank - Fremont	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust
<b>Governmental</b>						
<u>Checking/Money Market</u>						
City Treasurer	\$ 6,014,552					
City Treasurer-M Mkt	\$ 1,559,488					
SID #4	\$ 61,300					
Special Revenue		\$ 495,528				
Infrastructure - Sales Tax						\$ 4,321
Insured M MKT ** -Sales Tax		\$ 7,739,764				
Public Safety - Sales Tax						\$ 946,121
Streets - Sales Tax						\$ 227,627
Streets - M Mkt			\$ 419,072			
Community Development Agy	\$ 163,388					
Keno			\$ 435,807			
CDBG Clearing	\$ 22,320					
CDBG Program Income	\$ 74,786					
E911	\$ 206,445					
Drug Task	\$ 31,882					
Employee Benefits			\$ 2,966,477			
<b>Total Checking/Money Market</b>	<b>\$ 8,134,162</b>	<b>\$ 8,235,291</b>	<b>\$ 3,821,356</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,178,069</b>
<u>CD Investments</u>						
General fund	\$ 250,000		\$ 7,500,000	\$ 200,000		
Sales Tax/Infrastructure fund						
Sales Tax/Streets fund						
Sales Tax/LB840 fund			\$ 3,000,000			
Street fund	\$ 1,000,000	\$ -	\$ 500,000			
KENO fund			\$ 200,000			
Trust Fund	\$ 100,000		\$ 60,000			
E911			\$ 200,000	\$ 150,000		
Special assessment Fund			\$ 750,000			
Employee Benefits	\$ 1,000,000		\$ -	\$ 1,000,000		
Work Comp	\$ 750,000		\$ -			
<b>Total CD Investments</b>	<b>\$ 3,100,000</b>	<b>\$ -</b>	<b>\$ 12,210,000</b>	<b>\$ 1,350,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Governmental deposits</b>	<b>\$ 11,234,162</b>	<b>\$ 8,235,291</b>	<b>\$ 16,031,356</b>	<b>\$ 1,350,000</b>	<b>\$ -</b>	<b>\$ 1,178,069</b>
				<b>Grand total</b>		<b>\$ 38,028,878</b>

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

Account Name	Statement ending balances					
	First National Bank - Fremont	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust
<b>Proprietary Funds</b>						
<u>Checking/Money Market</u>						
Combined Utilities Fund	\$ 16,492,674					
Electric Fund	\$ 607					
Comb Util Funds/Construction	\$ 4,074,891					
Electric Funds						\$ 2,034,469
Water Project Bond Acct	\$ 80,582					
Department of Utilities			\$ 678,663			
Sewer Improvement	\$ 3,392					
Sewer Funds						\$ 315,807
Gas Fund						\$ 760,766
Electric Fund				\$ 150		
<b>Total Checking/Money Market</b>	<b>\$ 20,652,146</b>	<b>\$ -</b>	<b>\$ 678,663</b>	<b>\$ 150</b>	<b>\$ -</b>	<b>\$ 3,111,042</b>
<u>CD Investments</u>						
Electric	\$ 750,000	\$ 2,000,000	\$ 8,996,000	\$ 4,500,000		
Water	\$ 175,000		\$ 500,000	\$ 200,000		
Sewer			\$ 250,000			
Gas			\$ 1,000,000			
<b>Total CD Investments</b>	<b>\$ 925,000</b>	<b>\$ 2,000,000</b>	<b>\$ 10,746,000</b>	<b>\$ 4,700,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Proprietary deposits</b>	<b>\$ 21,577,146</b>	<b>\$ 2,000,000</b>	<b>\$ 11,424,663</b>	<b>\$ 4,700,150</b>	<b>\$ -</b>	<b>\$ 3,111,042</b>
				<b>Grand total</b>	<b>\$</b>	<b>\$ 42,813,001</b>
<b>Grand total, all funds</b>	<b>\$ 32,811,308</b>	<b>\$ 10,235,291</b>	<b>\$ 27,456,019</b>	<b>\$ 6,050,150</b>	<b>\$ -</b>	<b>\$ 4,289,111</b>
				<b>Grand total</b>	<b>\$</b>	<b>\$ 80,841,879</b>
<b>CITY CDARS CERTIFICATES</b>				\$ 750,000		\$ 3,225,000
<b>DU CDARS CERTIFICATES</b>	\$ -		\$ -	\$ 2,900,000	\$ -	\$ 2,600,000

## STAFF REPORT

**TO:** Honorable Mayor and City Council  
**FROM:** Jody Sanders, CPA, Director of Finance  
**DATE:** August 11, 2020  
**SUBJECT:** Quarterly financial reports.

---

**Recommendation:** Move to receive third quarter 2020 financial reports

---

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

**Fiscal Impact:** The fiscal impact is reflected within the reports. As a reminder, for many City revenue sources, no revenue is shown for the first two months, as those receipts relate to activity in the prior fiscal year, so comparisons to budget are less helpful than comparisons with the prior year. With six months of the fiscal year complete, normal percent of budgeted expenditures should be 75%.

Highlights to follow on subsequent agenda version, as well as the Utilities' Statement of Net Position.

Preliminary (Unaudited)  
City of Fremont - General Fund  
Statement of Revenues and Expenditures  
As of June 30, 2020

7/28/20  
2:26 PM  
1. 1

	CURRENT YTD JUNE 2020	FISCAL YEAR 2019-2020 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2019-2020	PRIOR YEAR YTD JUNE 2019	FISCAL YEAR 2018-2019 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2018-2019
Revenue by Type						
Taxes						
Property	3,777,076	6,045,466	62.48	3,765,201	5,981,702	62.95
In Lieu of Tax	-	9,000	-	6,884	9,000	76.49
Franchise	140,861	275,000	51.22	147,794	250,000	59.12
Business	1,177,321	1,646,500	71.50	1,153,263	1,610,000	71.63
Intergovernmental	796,689	1,526,658	52.19	1,529,072	2,019,776	75.71
Charges for Services	2,242,212	3,037,619	73.81	2,201,039	2,765,000	79.60
Donations	51,258	617,000	8.31	4,676	565,000	.83
Interest	255,872	200,000	127.94	179,135	25,000	716.54
Other	33,017	3,205,000	1.03	259,438	6,002,000	4.32
<b>Total Revenue</b>	<b>8,474,306</b>	<b>16,562,243</b>	<b>51.17</b>	<b>9,246,502</b>	<b>19,227,478</b>	<b>48.09</b>
Operating Expenditures by Activity						
Council	104,668	142,891	73.25	105,941	122,214	86.68
Administration						
City Administrator	221,957	316,032	70.23	210,934	317,973	66.34
Administration	1,222,143	1,109,189	110.18	1,301,583	1,276,601	101.96
Human Resources	114,659	167,081	68.62	121,327	162,919	74.47
Information Technologies	499,981	666,640	75.00	386,450	515,264	75.00
City Attorney	159,611	343,734	46.43	254,366	218,494	116.42
City Clerk	136,760	194,970	70.14	127,754	181,340	70.45
Inspections	338,790	476,325	71.13	374,161	468,494	79.86
Sanitation	1,327,788	1,617,896	82.07	1,123,865	1,607,037	69.93
Public Works						
Engineering	284,478	602,812	47.19	303,770	493,940	61.50
Planning Commission	5	1,100	.45	1,394	100	1,394.00
Planning	118,803	444,832	26.71	91,318	165,281	55.25
Police						
Police	3,637,871	5,615,160	64.79	3,675,561	5,275,789	69.67
Fire						
Fire	2,328,049	3,277,937	71.02	2,334,175	3,296,857	70.80
Reserve	-	18,795	-	-	15,201	-
Civil Defense	7,690	20,396	37.70	10,516	21,307	49.35
Parks						
Facilities	170,733	329,498	51.82	206,299	369,471	55.84
Parks	889,292	1,360,865	65.35	835,934	1,365,756	61.21
Recreation	176,907	401,761	44.03	218,755	433,409	50.47
Splash Station	27,571	327,669	8.41	88,373	314,923	28.06
Ronin	12,173	99,791	12.20	18,545	81,668	22.71
Cemetery	97,854	172,685	56.67	97,853	143,903	68.00
Library	675,967	1,117,881	60.47	751,214	1,053,142	71.33
Grant Appropriations	-	600,000	-	-	539,000	-
<b>Total Operating Expenditures</b>	<b>12,553,750</b>	<b>19,425,940</b>	<b>64.62</b>	<b>12,640,088</b>	<b>18,440,083</b>	<b>68.55</b>

Preliminary (Unaudited)  
City of Fremont - General Fund  
Statement of Revenues and Expenditures  
As of June 30, 2020

7/28/20  
2:26 PM  
2. 1

	CURRENT YTD JUNE 2020	FISCAL YEAR 2019-2020 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2019-2020	PRIOR YEAR YTD JUNE 2019	FISCAL YEAR 2018-2019 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2018-2019
Capital Expenditures by Activity						
Administration						
City Administrator	-	5,000	-	-	-	-
Sanitation	23,693	27,800	85.23	-	-	-
Public Works						
Engineering	-	54,000	-	-	-	-
Police						
Police	113,452	2,190,371	5.18	186,829	842,853	22.17
Fire						
Fire	153,887	444,000	34.66	321,146	68,476	468.99
Civil Defense	-	130,000	-	-	-	-
Parks						
Facilities	1,941,043	4,122,000	47.09	183,487	3,465,000	5.30
Parks	79,711	311,175	25.62	70,119	191,150	36.68
Splash Station	-	173,000	-	-	2,623,000	-
Ronin	-	49,000	-	-	-	-
Cemetery	19,000	20,000	95.00	7,650	10,000	76.50
Library	1,678	121,000	1.39	-	2,630,000	-
Total Capital Expenditures	2,332,464	7,647,346	30.50	769,231	9,830,479	7.82
Principal Payments on Debt	222,509	222,510	100.00	216,113	216,112	100.00
Interest on Long-Term Debt	27,538	27,538	100.00	33,935	33,936	100.00
Total Expenditures	15,136,261	27,323,334	55.40	13,659,367	28,520,610	47.89
Excess/(Deficiency)of Revenues Over Expenditures	(6,661,955)	(10,761,091)	-	(4,412,865)	(9,293,132)	-
Other Financing Sources (Uses)						
Transfers in	5,879,414	8,720,718	67.42	5,811,857	7,811,440	74.40
Transfers out	(190,514)	(3,867,334)	4.93	(12,699)	(1,606,750)	.79
Net transfers	5,688,900	4,853,384	-	5,799,158	6,204,690	-
Net change in fund balance	(973,055)	(5,907,707)	-	1,386,293	(3,088,442)	-

ADDITIONAL INFORMATION:  
Provision of Fund Balance for  
Fiscal Year 2019 was \$2,452,228, of  
which \$1,393,951 is Carried Over  
for Illegal Immigration & Levee

Preliminary (Unaudited)  
City of Fremont - Special Revenue/Sales Tax Fund  
Statement of Revenues and Expenditures  
As of June 30, 2020

7/28/20  
2:27 PM  
1. 1

	CURRENT YTD JUNE 2020	FISCAL YEAR 2019-2020 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2019-2020	PRIOR YEAR YTD JUNE 2019	FISCAL YEAR 2018-2019 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2018-2019
Revenue by Type						
Taxes						
Sales	4,490,207	7,200,000	62.36	4,401,286	6,834,000	64.40
Charges for Services	13,507	19,800	68.22	9,837	-	-
Interest	64,776	62,800	103.15	200,314	43,150	464.23
Other	426,280	44,000	968.82	521,539	-	-
Total Revenue	4,994,770	7,326,600	68.17	5,132,976	6,877,150	74.64
Expenditures by Activity						
Public Safety-Fire	2,491	6,000	41.52	140,845	-	-
Infrastructure	-	-	-	8	-	-
Street Improvements	-	-	-	8	-	-
Economic Enhancement (LB 840)	206,228	2,016,000	10.23	1,475,470	2,019,000	73.08
Total Expenditures	208,719	2,022,000	10.32	1,616,331	2,019,000	80.06
Excess/(Deficiency)of Revenues Over Expenditures	4,786,051	5,304,600	-	3,516,645	4,858,150	-
Other Financing Sources (Uses)						
Transfers out	(3,628,384)	(8,909,107)	40.73	(9,659,903)	(10,451,506)	92.43
Net transfers	(3,628,384)	(8,909,107)	-	(9,659,903)	(10,451,506)	-
Net change in fund balance	1,157,667	(3,604,507)	-	(6,143,258)	(5,593,356)	-

Preliminary (Unaudited)  
City of Fremont - Street Fund  
Statement of Revenues and Expenditures  
As of June 30, 2020

7/28/20

2:27 PM

1. 1

	CURRENT YTD JUNE 2020	FISCAL YEAR 2019-2020 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2019-2020	PRIOR YEAR YTD JUNE 2019	FISCAL YEAR 2018-2019 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2018-2019
<b>Revenue by Type</b>						
Taxes						
Motor Vehicle	367,542	600,000	61.26	386,366	575,000	67.19
Intergovernmental	2,772,233	3,604,495	76.91	2,585,833	3,510,109	73.67
Charges for Services	38,315	40,000	95.79	27,134	30,000	90.45
Interest	93,254	84,000	111.02	90,200	30,000	300.67
Other	106,400	8,000,000	1.33	1,868	4,000,000	.05
Total Revenue	3,377,744	12,328,495	27.40	3,091,401	8,145,109	37.95
<b>Expenditures by Activity</b>						
Public Works						
Streets	2,090,796	10,887,573	19.20	1,882,843	7,045,945	26.72
Streets Improvement	1,506,758	13,292,225	11.34	7,165,417	13,042,739	54.94
Total Expenditures	3,597,554	24,179,798	14.88	9,048,260	20,088,684	45.04
Excess/(Deficiency)of Revenues Over Expenditures	(219,810)	(11,851,303)	-	(5,956,859)	(11,943,575)	-
<b>Other Financing Sources (Uses)</b>						
Transfers in	664,309	7,903,000	8.41	6,546,207	6,279,114	104.25
Net transfers	664,309	7,903,000	-	6,546,207	6,279,114	-
Net change in fund balance	444,499	(3,948,303)	-	589,348	(5,664,461)	-

Preliminary (Unaudited)  
City of Fremont - All Other Funds  
Summarized Statement of Revenues and Expenditures  
As of June 30, 2020

	CURRENT YTD JUNE 2020	FISCAL YEAR 2019-2020 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2019-2020	PRIOR YEAR YTD JUNE 2019	FISCAL YEAR 2018-2019 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2018-2019
REVENUE BY FUND						
COMMUNITY DEVELOPMENT AGY	1,606,613	3,134,088	51.26	251,918	1,133,350	22.23
DEBT SERVICE	230,390	369,620	62.33	235,038	373,279	62.97
KENO	413,498	822,900	50.25	553,387	654,000	84.62
PUBLIC USE	207,448	1,000	20,744.80	728	1,000	72.80
ECONOMIC ENHANCEMENT	524	700	74.86	887	400	221.75
AIRPORT	255,986	139,400	183.63	77,540	144,400	53.70
CDBG	56,575	1,510,000	3.75	91,554	1,500,000	6.10
ENHANCED 911	654,305	1,159,887	56.41	756,584	1,260,037	60.04
DRUG TASK FORCE	9,760	20,000	48.80	-	-	-
WIRELESS E911	63,634	87,575	72.66	60,106	82,100	73.21
SPECIAL PROJECTS	691	1,375,500	.05	967	-	-
IMPROVEMENTS	73,209	22,000	332.77	111,520	6,000	1,858.67
#1 BUSINESS IMPROVEMENT DISTRICT	40,979	48,246	84.94	40,963	48,216	84.96
CITY EMPL INS BENEFIT	4,461,651	5,953,710	74.94	4,918,705	7,049,189	69.78
WORKERS COMPENSATION	563,963	755,000	74.70	488,971	755,000	64.76
EMPLOYEE WELLNESS	3,154	3,505	89.99	3,098	3,503	88.44
TOTAL REVENUE	8,642,380	15,403,131	56.11	7,591,966	13,010,474	58.35
EXPENDITURES BY FUND						
COMMUNITY DEVELOPMENT AGY	1,574,839	3,129,157	50.33	225,371	1,064,300	21.18
DEBT SERVICE	20,603	348,285	5.92	22,134	343,515	6.44
KENO	86,353	254,068	33.99	105,888	236,850	44.71
ECONOMIC ENHANCEMENT	-	100,000	-	-	100,000	-
AIRPORT	273,813	1,402,418	19.52	278,834	1,704,646	16.36
CDBG	13,663	1,502,000	.91	39,743	1,500,000	2.65
ENHANCED 911	658,055	1,225,050	53.72	754,628	1,358,751	55.54
DRUG TASK FORCE	1,390	26,000	5.35	-	40,000	-
SPECIAL PROJECTS	28,853	1,485,000	1.94	12,937	-	-
IMPROVEMENTS	2,624	752,700	.35	68,544	750,000	9.14
#1 BUSINESS IMPROVEMENT DISTRICT	15,060	47,000	32.04	17,610	47,000	37.47
CITY EMPL INS BENEFIT	3,861,490	6,361,159	60.70	3,231,687	7,209,573	44.82
WORKERS COMPENSATION	374,341	805,000	46.50	439,337	760,944	57.74
EMPLOYEE WELLNESS	4,401	4,700	93.64	3,492	3,500	99.77
TOTAL EXPENDITURES	6,915,485	17,442,537	39.65	5,200,205	15,119,079	34.39

Preliminary (Unaudited)  
 City of Fremont - All Other Funds  
 Summarized Statement of Revenues and Expenditures  
 As of June 30, 2020

7/28/20  
 2:26 PM  
 2. 1

	CURRENT YTD JUNE 2020	FISCAL YEAR 2019-2020 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2019-2020	PRIOR YEAR YTD JUNE 2019	FISCAL YEAR 2018-2019 BUDGET	FISCAL YEAR % BUDGET EXPENDED 2018-2019
EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES	1,726,895	(2,039,406)	-	2,391,761	(2,108,605)	-
OTHER FINANCING SOURCES (USES)						
TRANSFERS IN	110,318	1,565,163	7.05	78,098	1,738,714	4.49
TRANSFERS OUT	(428,726)	(823,163)	52.08	(383,645)	(579,714)	66.18
NET TRANSFERS	(318,408)	742,000	-	(305,547)	1,159,000	-
NET CHANGE IN FUND BALANCE	1,408,487	(1,297,406)	-	2,086,214	(949,605)	-

Preliminary (Unaudited)  
 City of Fremont - Governmental Funds & Internal Service Fund  
 Balance Sheet - Fund Basis  
 As of June 30, 2020

7/28/20  
 2:26 PM  
 1. 1

	General Fund	Sales Tax/ Special Revenue Fund	Street Fund	Community Development Agency	Other Governmental Funds	Total Governmental Funds	Internal Service Funds (CEI/WC/EW)
<b>ASSETS</b>							
Cash and Cash Equivalents	\$ 5,619,759	\$ 9,468,747	\$ 9,660,288	\$ 172,515	\$ 2,941,513	\$ 27,862,821	\$ 3,018,938
Investments	10,175,000	3,000,000	1,500,000	-	2,160,000	16,835,000	3,750,000
County treasurer cash	-	-	-	-	-	-	-
Receivables							
Special Assessments	-	-	-	-	338,786	338,786	-
Accounts, net of allowance for doubtful accounts	401,673	-	8,131,371	-	-	8,533,044	-
Notes receivable, net of allowance for doubtful accounts	-	1,678,196	-	-	1,087,752	2,765,949	-
Interest	169,840	20,365	48,097	-	49,094	287,396	20,900
Property tax	182,482	-	-	-	25,279	207,761	-
Business tax	59,827	-	-	-	-	59,827	-
Other tax	-	-	-	-	-	-	-
TIF bonds receivable	-	-	-	225,398	-	225,398	-
Due from other governments	9,716	-	-	-	-	9,716	-
Due from other funds	2,672,813	123,298	13,032	-	115,443	2,924,586	-
Prepaid Expenses	-	-	-	-	-	-	-
<b>Total assets</b>	<b>\$ 19,291,110</b>	<b>\$ 14,290,606</b>	<b>\$ 19,352,788</b>	<b>\$ 397,913</b>	<b>\$ 6,717,867</b>	<b>\$ 60,050,284</b>	<b>\$ 6,789,838</b>
<b>LIABILITIES</b>							
Accounts payable	\$ 762,261	\$ 21,303	\$ 650,356	\$ 9,135	\$ 74,490	\$ 1,517,545	\$ 75,726
Accrued expenses	-	-	-	-	200	200	7,777
Due to other governments	2,060	-	-	-	-	2,060	-
Due to other funds	146,022	12,008	2,003,824	391,782	373,053	2,926,688	-
TIF bonds payable	-	-	-	-	-	-	-
Customer Deposits	25,143	-	-	-	-	25,143	-
Unearned revenue	-	-	-	-	5,700	5,700	-
<b>Total liabilities</b>	<b>935,486</b>	<b>33,311</b>	<b>2,654,180</b>	<b>400,917</b>	<b>453,443</b>	<b>4,477,336</b>	<b>83,503</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>							
Unavailable revenue-property taxes	129,803	-	-	-	21,955	151,759	-
Unavailable revenue-other local tax	-	-	-	-	217,288	217,288	-
Unavailable revenue-fees and other	359,383	20,364	8,179,468	225,398	170,592	8,955,205	-
Unavailable revenue-notes	-	-	-	-	-	-	-
<b>Total deferred inflows</b>	<b>489,186</b>	<b>20,364</b>	<b>8,179,468</b>	<b>225,398</b>	<b>409,835</b>	<b>9,324,252</b>	<b>-</b>

Preliminary (Unaudited)  
 City of Fremont - Governmental Funds & Internal Service Fund  
 Balance Sheet - Fund Basis  
 As of June 30, 2020

7/28/20  
 2:26 PM  
 2. 1

	General Fund	Sales Tax/ Special Revenue Fund	Street Fund	Community Development Agency	Other Governmental Funds	Total Governmental Funds	Internal Service Funds (CEI/WC/EW)
<b>FUND BALANCES (DEFICIT)</b>							
Nonspendable:							
Permanent fund principal	-	-	-	-	125,000	125,000	-
Prepaid expenses	-	-	-	-	-	-	-
Notes receivable	-	-	-	-	-	-	-
Restricted for:							
Debt service	-	-	-	-	340,665	340,665	-
Street Improvements	-	2,080,793	8,519,140	-	-	10,599,933	-
Public safety	-	1,876,178	-	-	425,109	2,301,287	-
Infrastructure	-	2,142,208	-	-	-	2,142,208	-
Property tax relief	-	656,667	-	-	-	656,667	-
Economic Development	-	7,481,083	-	-	649,511	8,130,594	-
Capital/special projects	-	-	-	-	2,688,063	2,688,063	-
Federal programs	-	-	-	-	918,933	918,933	-
Community betterment	-	-	-	-	600,392	600,392	-
Committed for:							
Code enforcement/defense	1,384,012	-	-	-	-	1,384,012	-
Capital improvement projects	6,000,396	-	-	-	-	6,000,396	-
Assigned for:							
Budget stabilization	1,472,124	-	-	-	-	1,472,124	-
Other	-	-	-	-	106,916	106,916	-
Unassigned	9,009,904	-	-	(228,401)	-	8,781,503	6,706,336
Total fund balances	17,866,438	14,236,929	8,519,140	(228,401)	5,854,589	46,248,695	6,706,336
Total liabilities, deferred inflows							
of resources and fund balances	\$ 19,291,110	\$ 14,290,605	\$ 19,352,788	\$ 397,914	\$ 6,717,867	\$ 60,050,284	\$ 6,789,839
	=====	=====	=====	=====	=====	=====	=====
	-	1	-	(1)	-	-	(1)

FREMONT DEPARTMENT OF UTILITIES  
 ELECTRIC SYSTEM  
 FINANCE ACTIVITY  
 FOR MONTH ENDED 6/30/20

7/27/20  
 10:22 AM  
 1. 1

	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
<b>REVENUE IN DOLLARS</b>							
Operating Revenue	4,273,679	29,776,889	3,955,809	29,981,878	37,595,745	50,127,694	59.40
Less Operating Expense	3,078,436	26,654,396	3,480,234	26,571,724	33,935,364	45,248,866	58.91
Net Operating Revenue	1,195,243	3,122,493	475,575	3,410,154	3,660,381	4,878,828	64.00
Nonoperating Revenue	33,419	605,443	13,806	308,951	633,744	845,000	71.65
Less Nonoperating Expense	791,920	2,373,106	-	1,460,750	1,680,714	2,240,947	105.90
Net Nonoperating Revenue	(758,501)	(1,767,663)	13,806	(1,151,799)	(1,046,970)	(1,395,947)	126.63
Net Operating Revenue	1,195,243	3,122,493	475,575	3,410,154	3,660,381	4,878,828	64.00
Net Nonoperating Revenue	(758,501)	(1,767,663)	13,806	(1,151,799)	(1,046,970)	(1,395,947)	126.63
Net Revenue	436,742	1,354,830	489,381	2,258,355	2,613,411	3,482,881	38.90
Interfund Transfer In	4,738	155,469	-	12,699	220,500	294,000	52.88
Interfund Transfer Out	(201,787)	(1,883,240)	(201,721)	(1,798,455)	(2,578,572)	(3,438,112)	54.78
Net Interfund Transfer	(197,049)	(1,727,771)	(201,721)	(1,785,756)	(2,358,072)	(3,144,112)	54.95
Change in Net Position	239,693	(372,941)	287,660	472,599	255,339	338,769	(110.09)
<b>EXPENSE IN DOLLARS</b>							
Production	1,715,015	13,398,915	1,907,825	14,633,025	18,546,831	24,729,474	54.18
Distribution	421,239	3,571,996	588,266	2,481,122	4,109,220	5,479,311	65.19
Administrative & General	824,540	3,646,408	161,992	2,809,536	3,366,180	4,489,196	81.23
Depreciation	489,424	4,398,687	473,234	4,140,860	4,457,250	5,943,025	74.01
Subtotal	3,450,218	25,016,006	3,131,317	24,064,543	30,479,481	40,641,006	61.55
Purchased Power	420,138	4,011,496	348,917	3,967,931	5,136,597	6,848,807	58.57
Cost of Inventory Sold	-	-	-	-	-	-	-
Total Expenses	3,870,356	29,027,502	3,480,234	28,032,474	35,616,078	47,489,813	61.12
<b>INFORMATIONAL ONLY, all amounts included above:</b>							
<b>PAYROLL IN DOLLARS *</b>							
Regular	585,261	5,579,481	597,472	5,526,464	6,315,147	8,420,306	66.26
Overtime	51,902	475,778	52,879	448,048	476,235	635,000	74.93
Total Payroll	637,163	6,055,259	650,351	5,974,512	6,791,382	9,055,306	66.87
Off System Sales	274,808	1,459,737	280,920	4,010,209	3,749,994	5,000,000	29.19
Late Payment Revenue	(117)	89,474	14,201	132,602	149,994	200,000	44.74
Fixed Asset/Capital WIP	785	-	(55,111)	-	-	-	-

FREMONT DEPARTMENT OF UTILITIES  
WATER SYSTEM  
FINANCE ACTIVITY  
FOR MONTH ENDED 6/30/20

7/27/20  
10:30 AM  
1. 1

	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
<b>REVENUE IN DOLLARS</b>							
Water Sales	423,586	3,191,284	362,849	2,822,502	3,304,494	4,406,000	72.43
Tap Fees	-	-	-	-	-	-	-
Total Operating Revenue	423,586	3,191,284	362,849	2,822,502	3,304,494	4,406,000	72.43
Less Operating Expense	291,850	2,491,722	262,436	2,520,974	2,775,879	3,701,478	67.32
Net Operating Revenue	131,736	699,562	100,413	301,528	528,615	704,522	99.30
Nonoperating Revenue	24,979	71,394	1,566	34,501	59,400	79,200	90.14
Less Nonoperating Expense	1,662	82,841	-	87,013	82,953	110,600	74.90
Net Nonoperating Revenue	23,317	(11,447)	1,566	(52,512)	(23,553)	(31,400)	36.46
Net Operating Revenue	131,736	699,562	100,413	301,528	528,615	704,522	99.30
Net Nonoperating Revenue	23,317	(11,447)	1,566	(52,512)	(23,553)	(31,400)	36.46
Net Revenue	155,053	688,115	101,979	249,016	505,062	673,122	102.23
Interfund Transfer In	-	2,164	-	2,996	98,325	131,108	1.65
Interfund Transfer Out	(20,532)	(189,714)	(24,482)	(158,355)	(359,784)	(479,727)	39.55
Net Interfund Transfer	(20,532)	(187,550)	(24,482)	(155,359)	(261,459)	(348,619)	53.80
Change in Net Position	134,521	500,565	77,497	93,657	243,603	324,503	154.26
<b>EXPENSE IN DOLLARS</b>							
Production	90,402	662,961	58,769	501,751	710,910	948,016	69.93
Distribution	69,749	578,375	64,751	783,156	605,097	806,906	71.68
Administrative & General	45,947	549,060	55,632	573,720	630,414	840,599	65.32
Depreciation	87,414	784,167	83,284	749,360	912,411	1,216,557	64.46
Total Expense	293,512	2,574,563	262,436	2,607,987	2,858,832	3,812,078	67.54
<b>INFORMATIONAL ONLY, all amounts included above:</b>							
<b>PAYROLL IN DOLLARS *</b>							
Regular	40,513	328,459	33,188	418,496	324,972	433,312	75.80
Overtime	2,405	30,467	1,748	90,950	14,994	20,000	152.34
Total Payroll	42,918	358,926	34,936	509,446	339,966	453,312	79.18
Fixed Asset/Capital WIP	-	-	-	-	-	-	-

FREMONT DEPARTMENT OF UTILITIES  
 SEWER SYSTEM  
 FINANCE ACTIVITY  
 FOR MONTH ENDED 6/30/20

7/27/20  
 10:29 AM  
 1. 1

	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
<b>REVENUE IN DOLLARS</b>							
Sewer Rentals	580,423	5,614,852	540,541	4,254,280	4,830,201	6,440,291	87.18
Tap Fees	-	-	-	-	-	-	-
Total Operating Revenue	580,423	5,614,852	540,541	4,254,280	4,830,201	6,440,291	87.18
Less Operating Expense	400,245	3,774,842	367,126	3,439,771	4,680,243	6,240,619	60.49
Net Operating Revenue	180,178	1,840,010	173,415	814,509	149,958	199,672	921.52
Nonoperating Revenue	945	361,041	168,569	258,704	218,394	291,200	123.98
Less Nonoperating Expense	1,041	1,259,563	-	738,125	914,445	1,219,271	103.30
Net Nonoperating Revenue	(96)	(898,522)	168,569	(479,421)	(696,051)	(928,071)	96.82
Net Operating Revenue	180,178	1,840,010	173,415	814,509	149,958	199,672	921.52
Net Nonoperating Revenue	(96)	(898,522)	168,569	(479,421)	(696,051)	(928,071)	96.82
Net Revenue	180,082	941,488	341,984	335,088	(546,093)	(728,399)	(129.25)
Interfund Transfer In	-	1,734	-	2,402	78,804	105,080	1.65
Interfund Transfer Out	(30,275)	(291,806)	(40,040)	(235,301)	(422,469)	(563,302)	51.80
Net Interfund Transfer	(30,275)	(290,072)	(40,040)	(232,899)	(343,665)	(458,222)	63.30
Change in Net Position	149,807	651,416	301,944	102,189	(889,758)	(1,186,621)	(54.90)
<b>EXPENSE IN DOLLARS</b>							
Production	172,605	1,594,893	147,199	1,400,534	1,716,912	2,289,365	69.67
Collection	40,933	418,581	37,704	413,754	541,773	722,463	57.94
Administrative & General	46,101	1,752,860	55,308	1,223,762	1,474,668	1,966,269	89.15
Depreciation	141,647	1,268,071	126,915	1,139,846	1,861,335	2,481,793	51.09
Total Expense	401,286	5,034,405	367,126	4,177,896	5,594,688	7,459,890	67.49
<b>INFORMATIONAL ONLY, all amounts included above:</b>							
<b>PAYROLL IN DOLLARS *</b>							
Regular	68,048	694,369	66,415	648,093	755,154	1,006,890	68.96
Overtime	3,107	31,797	2,647	33,161	37,494	50,000	63.59
Total Payroll	71,155	726,166	69,062	681,254	792,648	1,056,890	68.71
Fixed Asset/Capital WIP	-	-	-	-	-	-	-

FREMONT DEPARTMENT OF UTILITIES  
 GAS SYSTEM  
 FINANCE ACTIVITY  
 FOR MONTH ENDED 6/30/20

7/27/20  
 10:25 AM  
 1. 1

	CURRENT YEAR ACTUAL Current Month	CURRENT YEAR ACTUAL Year-To-Date	PRIOR YEAR ACTUAL Current Month	PRIOR YEAR ACTUAL Year-To-Date	CURRENT YEAR BUDGET Year-To-Date	ANNUAL BUDGET	% BUDGET
<b>REVENUE IN DOLLARS</b>							
Operating Revenue	763,374	11,932,818	644,187	13,191,518	11,690,613	15,587,500	76.55
Less Operating Expense	652,695	9,866,817	628,881	11,617,179	11,409,030	15,212,256	64.86
Net Operating Revenue	110,679	2,066,001	15,306	1,574,339	281,583	375,244	550.58
Nonoperating Revenue	278	54,065	1,734	47,656	38,997	52,000	103.97
Less Nonoperating Expense	-	-	-	-	-	-	-
Net Nonoperating Revenue	278	54,065	1,734	47,656	38,997	52,000	103.97
Net Operating Revenue	110,679	2,066,001	15,306	1,574,339	281,583	375,244	550.58
Net Nonoperating Revenue	278	54,065	1,734	47,656	38,997	52,000	103.97
Net Revenue	110,957	2,120,066	17,040	1,621,995	320,580	427,244	496.22
Interfund Transfer In	-	-	-	-	-	-	-
Interfund Transfer Out	(26,804)	(201,023)	(20,510)	(205,901)	(478,728)	(638,324)	31.49
Net Interfund Transfer	(26,804)	(201,023)	(20,510)	(205,901)	(478,728)	(638,324)	31.49
Change in Net Position	84,153	1,919,043	(3,470)	1,416,094	(158,148)	(211,080)	(909.15)
<b>EXPENSE IN DOLLARS</b>							
Gas Purchase Expense	411,657	7,393,321	359,627	9,244,652	8,403,210	11,204,282	65.99
Distribution	106,100	1,093,658	121,105	1,083,574	1,403,172	1,871,040	58.45
Administrative & General	86,060	962,659	107,502	953,052	1,108,260	1,477,745	65.14
Depreciation	48,878	417,179	40,647	335,901	494,388	659,189	63.29
Total Expense	652,695	9,866,817	628,881	11,617,179	11,409,030	15,212,256	64.86
<b>INFORMATIONAL ONLY, all amounts included above:</b>							
<b>PAYROLL IN DOLLARS *</b>							
Regular	51,414	536,585	54,541	560,285	583,515	778,017	68.97
Overtime	876	13,714	3,058	23,685	11,250	15,000	91.43
Total Payroll	52,290	550,299	57,599	583,970	594,765	793,017	69.39
Late Payment Revenue	(88)	43,089	4,305	77,560	59,994	80,000	53.86
Fixed Asset/Capital WIP	-	24,883	-	-	-	-	-

Utility Funds statement of net position here

**COLLECTION ACTIVITY REPORT**  
**Updated July 2020**

<b>Activity Month</b>	<b>Accounts Sent to Credit Bureau</b>	<b>Funds Collected</b>	<b>Funds Not Collected</b>	<b>Fees Paid</b>	<b>Net to Utility</b>	<b>Past Year Comparison Net to Utility</b>	<b>Past Year Comparison Accounts Sent to Credit Bureau</b>
Jul-19	\$ 12,746.49	\$ 5,125.59	\$ 7,620.90	\$ 1,334.26	\$ 3,791.33	\$ 1,803.82	\$ 6,827.03
Aug-19	\$ 3,925.07	\$ 1,934.12	\$ 1,990.95	\$ 854.78	\$ 1,079.34	\$ 1,831.58	\$ 3,670.56
Sep-19	\$ 7,634.93	\$ 5,382.77	\$ 2,252.16	\$ 1,302.99	\$ 4,079.78	\$ 1,003.91	\$ 9,218.49
Oct-19	\$ 13,302.24	\$ 1,150.63	\$ 12,151.61	\$ 1,190.95	\$ (40.32)	\$ 1,781.11	\$ 5,804.00
Nov-19	\$ 10,856.03	\$ 1,947.17	\$ 8,908.86	\$ 901.88	\$ 1,045.29	\$ 1,788.27	\$ 7,447.50
Dec-19	\$ 6,179.50	\$ 3,402.85	\$ 2,776.65	\$ 962.58	\$ 2,440.27	\$ 2,635.24	\$ 5,562.69
Jan-20	\$ 10,721.09	\$ 3,774.58	\$ 6,946.51	\$ 680.67	\$ 3,093.91	\$ 738.16	\$ 4,169.01
Feb-20	\$ 6,308.59	\$ 7,170.78	\$ (862.19)	\$ 1,234.08	\$ 5,936.70	\$ 1,068.34	\$ 2,931.05
Mar-20	\$ 2,426.77	\$ 3,136.01	\$ (709.24)	\$ 896.46	\$ 2,239.55	\$ 2,259.42	\$ 15,920.61
Apr-20	\$ 4,275.74	\$ 2,431.00	\$ 1,844.74	\$ 3,164.56	\$ (733.56)	\$ 2,009.43	\$ 6,510.07
May-20	\$ 3,592.93	\$ 6,399.13	\$ (2,806.20)	\$ 2,918.88	\$ 3,480.25	\$ 2,860.87	\$ 8,789.33
Jun-20	\$ 3,444.17	\$ 3,326.20	\$ 117.97	\$ 564.43	\$ 2,761.77	\$ 1,503.75	\$ 8,922.25
Jul-20	\$ 2,413.95	\$ 3,133.53	\$ (719.58)	\$ 1,021.30	\$ 2,112.23	\$ 3,791.33	\$ 12,746.49
<b>Total</b>	<b>\$ 75,081.01</b>	<b>\$ 43,188.77</b>	<b>\$ 31,892.24</b>	<b>\$ 15,693.56</b>	<b>\$ 27,495.21</b>	<b>\$ 23,271.41</b>	<b>\$ 91,692.05</b>
	12 Month Averages	12 Month Percentages				12 Month Averages	
	\$ 6,256.75	57.52%	42.48%	36.34%	63.66%	\$ 1,939.28	\$ 7,641.00

Notations:

Precollect fee is \$3.75 per account sent to Credit Bureau.

Full collect fee ranges from 33% to 50% of collected amount.



**CITY OF**  
**FREMONT**  
**NEBRASKA**

**COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING MINUTES**  
**July 28, 2020 - 7:00 PM**  
**City Council Chambers 400 East Military, Fremont NE**

---

**COMMUNITY DEVELOPMENT AGENCY AGENDA**  
**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, Yerger, Jensen, Jacobus and Legband present. 7 members present. Bechtel absent.

**PUBLIC HEARING**

1. Resolution 2020-010 recommending approval and adopting an amendment to the Redevelopment Plan for the Morningside Road Redevelopment Area for the RD leasing Redevelopment Project and a cost-benefit analysis for the RD Leasing Redevelopment Project. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Legband, Seconded by Kuhns to approve resolution 2020-010. Voting Yea: Ellis, McClain, Jensen, Legband, Kuhns Voting Nay: Yerger, Jacobus. Motion carried.
2. Resolution 2020-011 approving the Redevelopment Agreement for the Rd Leasing Redevelopment Project and authorizing the issuance of tax increment financing indebtedness. Motion made by Legband, seconded by McClain to approve Resolution 2020-011. Voting Yea: Ellis, McClain, Jensen, Legband, Kuhns, Jacobus Voting Nay: Yerger. Motion carried.

**ADJOURNMENT.** Motion made by McClain, seconded by Kuhns to adjourn; time: 7:51 P.M. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.

**CITY COUNCIL REGULAR MEETING AGENDA**  
**7:00 PM – Following the preceding Meeting**

**MEETING CALLED TO ORDER.** After the Pledge of Allegiance 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, Yerger, Jensen, Jacobus and Legband present. 7 Council Members present. Bechtel absent.

### **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 the July 28, 2020 Regular Meeting. Motion made by Jacobus, Seconded by Yerger to approve the agenda with item #21 being moved to the end of the agenda. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Jacobus Voting Nay: Kuhns. Motion carried

### **PUBLIC HEARINGS:**

2. Resolution 2020-145 approving the Class I Liquor License for Heladeria Reinita Restaurant at 414 N. Main Street. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Yerger, Seconded by Kuhns to approve Resolution 2020-145. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.
3. Resolution 2020-146 approving and adopting an amendment to the Redevelopment Plan for the Morningside Road Redevelopment Area for the RD leasing Redevelopment Project and a cost-benefit analysis for the RD Leasing Redevelopment Project. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Jacobus, Seconded by Legband to approve Resolution 2020-146. Voting Yea: Ellis, McClain, Jensen, Legband, Kuhns, Jacobus Voting Nay: Yerger. Motion carried.
4. Resolution 2020-147 approving the Redevelopment Agreement for the Rd Leasing Redevelopment Project and authorizing the issuance of tax increment financing indebtedness. Motion made by Jacobus, Seconded by Legband to move item #4 after item #17 on the agenda. Voting Yea: Ellis, McClain, Jensen, Legband, Kuhns, Jacobus Voting Nay: Yerger. Motion carried. Motion made by Legband, seconded by Jacobus to approve Resolution 2020-147. Voting Yea: Ellis, McClain, Jensen, Legband, Kuhns, Jacobus Voting Nay: Yerger. Motion carried.
5. Ordinance 5540 for Change of Zone from R, Rural to GC, General Commercial on property generally located at the northwest intersection of Highway 77/275 and W. County Road S. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Jensen, Seconded by Yerger to introduce and hold first reading of Ordinance 5540. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried. City Clerk provided first reading.
6. Resolution 2020-155 approving a Conditional Use Permit for soil excavation to be used for the construction of the south beltway on property generally located south of Old Highway

275, north of Hills Farm Road and west of a line extended southward from Luther Road. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Kuhns, Seconded by Legband to approve resolution 2020-155. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.

7. Resolution 2020-154 to approve request for a Conditional Use Permit to install two private camper pads at the Rod & Gun Club. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Yerger, seconded by Jacobus to approve Resolution 2020-154. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.

**CONSENT AGENDA:** All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately. Motion made by Jensen, seconded by Jacobus to approve consent agenda items 8 to 10, 14 and 15. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.

8. Motion to approve July 15, 2020 through July 28, 2020 claims and authorize checks to be drawn on the proper accounts
9. Dispense with and approve July 14, 2020 City Council Meeting Minutes
10. Motion to approve request for use of John C. Fremont Park for Concerts in the Park
11. Motion to approve the recommendation of the Mayor to reappoint Amber Barton, Ryan Fiala and Katie Carlson to the Housing Rehabilitation Board for terms ending June 2024. Motion made by Legband, Seconded by Kuhns to reappoint Amber Barton, Ryan Fiala and Katie Carlson to the Housing Rehabilitation Board for terms ending June 2024. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.
12. Motion to approve the recommendation of the Mayor to appoint Janet Larson to the Utility and Infrastructure Board for a term ending June 2025. Motion made by Jacobus, Seconded by Legband to approve the recommendation of the Mayor to appoint Janet Larson to the Utility and Infrastructure Board for a term ending June 2025. Voting Yea: Ellis, McClain, Jensen, Legband, Kuhns, Jacobus Voting Nay: Yerger. Motion carried.
13. Resolution 2020-148 for sale of City property rights for Hwy 77, Southeast Beltway which lies within the limits of the Beltway Project. Motion made by Yerger, seconded by Jacobus to amend the resolution replacing sale with termination of temporary easement property rights. Voting Yea: Yerger, Ellis, Jacobus. Voting Nay: McClain, Jensen, Legband, Kuhns. Motion failed. Motion made by Legband, seconded by McClain to approve Resolution 2020-148. Voting Yea: Mayor Getzschman, McClain, Jensen, Legband, Kuhns Voting Nay: Yerger, Ellis, Jacobus. Motion carried.
14. Motion authorizing the City Clerk to sign Special Designated License Local Recommendation form for event for Burtonian Enterprises LLC dba Tin Lizzy Tavern
15. Motion to approve the recommendation of Council Member Legband to appoint Janet Stewart to the temporary Animal Control Citizens Advisory Board

16. Resolution 2020-149 awarding the bid for the new police cruiser upfitting to Jones Automotive of Omaha. Motion made by Yerger, Seconded by Legband to approve Resolution 2020-149. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.

**UNFINISHED BUSINESS:** Requires individual associated action

17. Ordinance 5536 to annex Lot 3 Morningside Industrial Park, generally located on the northeast corner of Morningside and Howard Streets (final reading). Motion made by Yerger, Seconded by Legband to hold final reading of Ordinance 5536. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a final vote on the Ordinance. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried. Ordinance 5536 is approved.

**NEW BUSINESS:** Requires individual associated action

18. Resolution 2020-150 adopting agreement with Nebraska Department of Transportation, aeronautics division for grant no. 3-31-0029- 013-2020 to obtain federal non-development economic assistance for the airport under the provisions of the Federal Cares Act. Motion made by Jensen, Seconded by Legband to approve Resolution 2020-150. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.
19. Resolution 2020-151 approving the Agreement with Police Facility Design Group, for professional architectural services in construction design and administration for the Joint Law Enforcement Center Project. Motion made by Jacobus, Seconded by Yerger to receive into the record a document titled Fremont Police Station Poll. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns, Jacobus Voting Nay: Legband. Motion carried. Motion made by Yerger, seconded by Jacobus to amend the last paragraph of the Resolution to reflect the 20% additional cost instead of 35% (change to \$86,429.71). Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried. Motion made by Jacobus, Seconded by Legband to approve Resolution 2020-152 as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.
20. Resolution 2020-152 approving the change order submitted by Cheever Construction to replace the windows at the City Auditorium. Motion made by Yerger, Seconded by Kuhns to approve Resolution 2020-152. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.
22. Executive session with respect to real estate purchase and potential litigation  
Executive Session with respect to real estate purchase and with respect to Potential Litigation. Moved by Council Member Legband, seconded by Council Member McClain to go into executive session to discuss real estate purchase and with respect to Potential Litigation and for the further reason that the executive session is necessary for the protection of the public interest and asked for discussion. The Mayor stated that the pending motion was to go into executive session to discuss real estate purchase and with respect to Potential Litigation and for the further reason that the executive session is necessary for the protection of the public interest. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried. The Mayor stated that the pending motion to go into executive session to discuss real estate purchase and with respect to

Potential Litigation and for the further reason that the executive session is necessary for the protection of the public interest had been approved. Discussion will be limited to real estate purchase and with respect to Potential Litigation. No official actions or votes will be taken during the executive session. Motion carried. Time in: 10:08 p.m. Moved by Council Member McClain, seconded by Council Member Jacobus to come out of executive session where no official actions or votes were taken. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried. Time out 11:08 p.m.

23. Resolution 2020-156 to approve staff to purchase the residence at 1517 North Union Street Fremont Nebraska for future use by the City of Fremont Fire Department. Motion made by Jensen, Seconded by Legband to approve Resolution 2020-156. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.
24. Council Member Jacobus item - Reconsideration of Resolution 2020-144 awarding the contract to Graybar Electric Company Inc. for Purchase of Substation Transformers. Item dies due to lack of a motion.
21. Resolution 2020-153 awarding the contract to Graybar Electric Company Inc. for Purchase of 72.5kV Power Circuit Breakers. Motion made by Jacobus, Seconded by Yerger to approve Resolution 2020-153. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.

**ADJOURNMENT.** Motion made by Jensen, seconded by Jacobus to adjourn; time: 11:15 P.M. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus. Motion carried.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING MINUTES FOR JULY 28, 2020.

---

Tyler Ficken, City Clerk

Scott Getzschman, Mayor

## STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: August 11, 2020

SUBJECT: Fremont Opera House Event – request for use of parking lot

---

Recommendation: Approve Resolution 2020-160

---

Background: The City has received a request, a signed Parking Lot Agreement, and a Certificate of Insurance from Fremont Opera House to use the City parking lot north of the Opera House for an event on September 11, 2020 from 6:00 to 10:00 p.m. There will be a live local band with food and refreshments (SDL to follow).

Staff recommends granting the use of the parking lot as long as they maintain required social distancing measures.

**Fiscal Impact:** None

This Parking Space Agreement (Agreement) is made and entered into on the 11th day of August 2020, by and between the City of Fremont (Owner) and Fremont Opera House (Lessee) (collectively Parties).

**1. RECITALS**

1.1. Licensee wishes to lease public parking spaces from Owner for the following purpose(s):

1.1.1. Entertainment, food and drinks; and

1.2. Owner is willing to lease the following public parking space(s):

1.2.1. Parking lot north of Fremont Opera House; and

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 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 the day of September 11, 2020 from 6:00p.m. to 10:00p.m (Rain date: \_\_\_\_\_). The agreement may be terminated by either party for cause at anytime upon 10-day written notice to the notice to the other party. The Lessee shall have a 10-day grace period to cure the cause of the default. If the cause is not cured to the satisfaction of the Owner within the grace period, the agreement shall terminate 10-days thereafter.

#### **5. ASSIGNMENT OF RIGHTS**

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

#### **6. INDEMNIFICATION**

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

6.1.1. Lessee agrees to reimburse Owner for all reasonable costs incurred by Owner for the physical repair of damage to Owner's Facilities caused by Lessee's negligence.

#### **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 \$1,000,000.00 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: Fremont Opera House  
By: Lee Meyer  
Name: Lee Meyer  
Title: Executive Director  
Date: 9/11/2020  
Signed: 7/27/2020

**Owner - City of Fremont**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



This page has been left blank intentionally.

**RESOLUTION NO. 2020-160**

A Resolution of the City Council of the City of Fremont Nebraska, approving the request of the Fremont Opera House to use the parking lot north of Fremont Opera House for an event.

**WHEREAS**, the Fremont Opera House has requested the use of the parking lot north of Fremont Opera House for an event on September 11, 2020 from 6:00 p.m. to 10:00 p.m.

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and City Council authorize the Fremont Opera House to use of the parking lot north of Fremont Opera House for an event on September 11, 2020 from 6:00 p.m. to 10:00 p.m., and authorizes the Mayor to sign Parking Space Lease Agreement.

PASSED AND APPROVED THIS 11th DAY OF AUGUST, 2020

\_\_\_\_\_  
SCOTT GETZSCHMAN, MAYOR

ATTEST:

\_\_\_\_\_  
TYLER FICKEN, CITY CLERK

## STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: August 11, 2020

SUBJECT: Special Designated Permit

---

**Recommendation:** Move to authorize City Clerk to sign SDL Local Recommendation

---

Background: Events will be monitored for compliance with all rules and regulations.

**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**MAMAT AND PAPAT**

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

1155 SOUTH BROAD

Retail Liquor License Address or Non-Profit Business Address

CK 122193

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

9-11-20

Event Start Time(s):

~~5:00~~ 8:00 AM

Event End Time(s):

1 AM

Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name:

Opera House

Event Street Address/City:

541 N. Broad Fremont 68025

Indoor area to be licensed in length & width:

200' x 110'

Outdoor area to be licensed in length & width: 110' x 100' (Diagram Form #109 must be attached)

Type of Event:

Social

Estimate # of attendees: 200

Type of alcohol to be served:

Beer  Wine  Distilled Spirits   
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name:

Tia Mentzer

Event Contact Phone Number:

402 719-4248

Event Contact Email:

WOODENWINDMILL@GMAIL.COM

\*Signature Authorized Representative:

*Tia Mentzer*

Printed Name

Tia Mentzer

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

\*Retail licensee – Must be signed by a member listed on permanent license

\*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of \_\_\_\_\_ OR County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

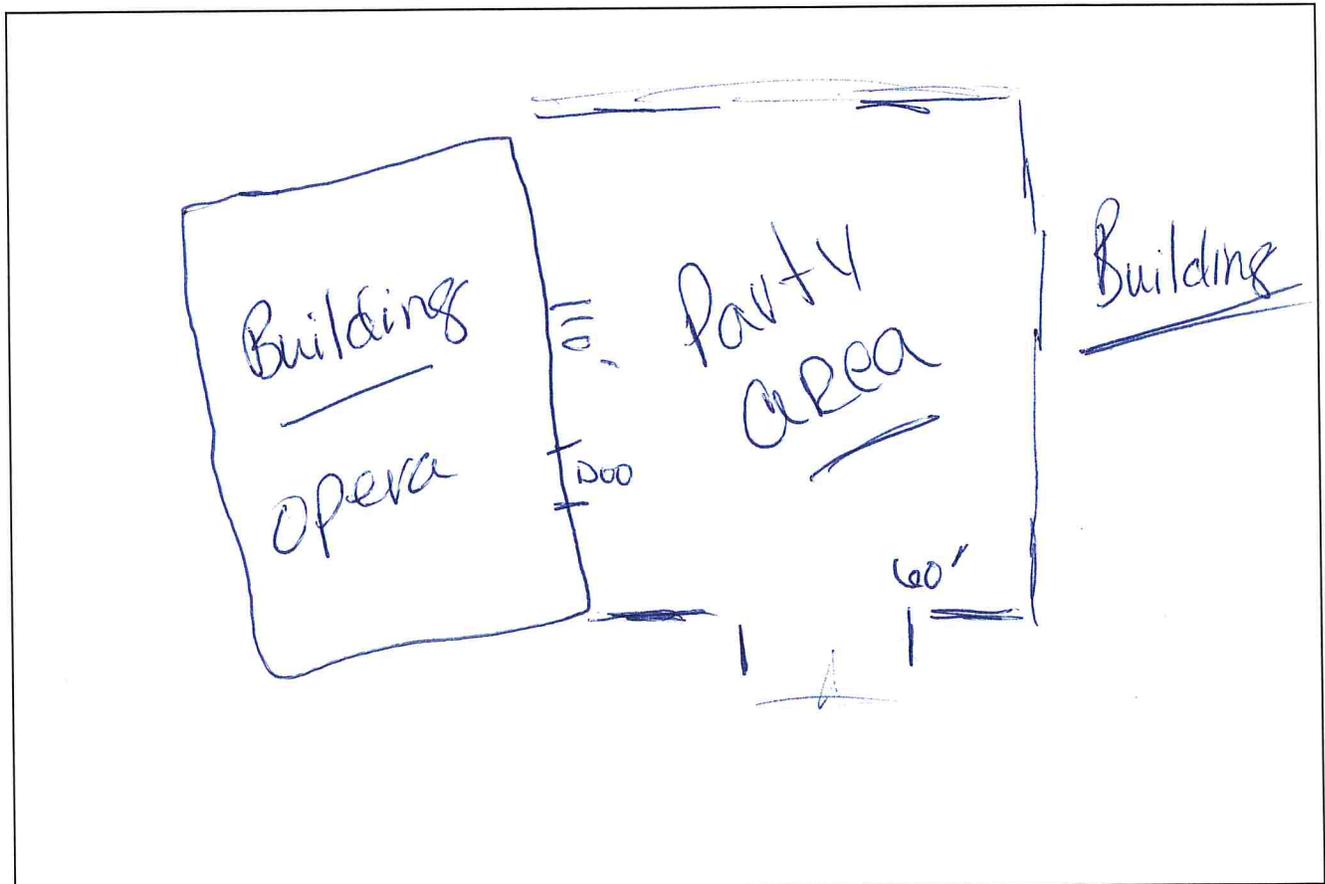
Date

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Security & Fencing

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



## STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: Tyler Ficken, City Clerk  
DATE: August 11, 2020  
SUBJECT: MainStreet Fremont Event – Sand Sculptures on Main

---

Recommendation: Approve Resolution 2020-161

---

Background: The City has received a request, signed Parking Lot Agreement, and Certificate of Insurance from MainStreet Fremont to use 18 Parking stalls south of John C. Fremont Park for an event August 31, 2020 until sunset on September 8, 2020.

Staff recommends granting the use of the area as long as they maintain required social distancing measures.

**Fiscal Impact:** None

## PARKING SPACE AGREEMENT

This Parking Space Agreement (Agreement) is made and entered into on the 11th day of August 2020, by and between the City of Fremont (Owner) and MainStreet Fremont (Lessee) (collectively Parties).

### 1. RECITALS

1.1. Licensee wishes to lease public parking spaces from Owner for the following purpose(s):

1.1.1. Sand Sculptures on Main; and

1.2. Owner is willing to lease the following public parking space(s):

1.2.1. 18 Parking stalls south of John C. Fremont Park; and

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 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 the day of August 31, 2020 until sunset on September 8, 2020. The agreement may be terminated by either party for cause at anytime upon 10-day written notice to the notice to the other party. The Lessee shall have a 10-day grace period to cure the cause of the default. If the cause is not cured to the satisfaction of the Owner within the grace period, the agreement shall terminate 10-days thereafter.

#### 5. ASSIGNMENT OF RIGHTS

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

#### 6. INDEMNIFICATION

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

6.1.1. Lessee agrees to reimburse Owner for all reasonable costs incurred by Owner for the physical repair of damage to Owner's Facilities caused by Lessee's negligence.

#### 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 \$1,000,000.00 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: City Schafar  
By: MainStreet of Fremont, Inc  
Name: Courtney Schaefer  
Title: Executive Director  
Date: Thu August 5, 2020

**Owner - City of Fremont**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\* 10 teams to compete for 1st, 2nd, 3rd Prize  
in Sand Sculptures on main. Each team designs  
in 10ft space Teams will be required to leave one parking  
stall length between each 10ft space.

### John C Fremont Park



18 stalls requested  
for closures

8th Street

Main Street

Fremont  
Police

Park Avenue

Powerhouse  
Apartments

\* 10 teams to compete for 1st, 2nd, 3rd Prize in Solid Sculptures on main. Each team designs in 10ft space. Teams will be required to leave one parking stall length between each 10ft space.

John C Fremont Park



18 Stalls requested for closures

8th Street

Main Street

Fremont Police

Park Avenue

Powerhouse Apartments

\* 10 teams to compete for 1st, 2nd, 3rd Prize in Sand Sculptures on main. Each team designs in 10ft space. Teams will be required to leave one parking stall length between each 10ft space.

John C Fremont Park



18 stalls requested for closures

8th Street

Fremont Police

Park Avenue

Powerhouse Apartments

Main Street



*Board of Directors*

*Jill Gossett  
President*

*Nik Beninato  
Vice President*

*Michael  
McDonough  
Secretary*

*Sarah Brandt  
Treasurer*

*Tom Coday*

*Amy Holman*

*Kevin Main*

*Nichole Owsley*

*Kim Schwarz*

*Cindy Bojanski*

*Cortney Schaefer  
Executive Director*



July 24, 2020

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

Dear City Council Members,

MainStreet of Fremont would like to request approval of using 18 parking stalls on located 8<sup>th</sup> Street between Broad and Main Street that lies parallel to John C Fremont Park for MainStreet of Fremont, Sand Sculptures on Main. This unique event focuses on Community Participation, Marketing and PR, Corporate Team Building, and Corporate Citizenship for Fremont!

The Sand Sculptures on Main is scheduled to be begin Thursday, September 3, 2020 through Monday, September 7, 2020. The request for closure will begin Sunday, August 1, 2020 until Tuesday, September 8, 2020. We would request these parking stalls be closed to public traffic for the preparation of sand plots, removal of sand plots, for the entirety of the event. Monday, August 31, 2020 the corporate sponsors will begin design no earlier than 7 am, no later than 10 pm in designated sand plotted areas. Sand Sculptures will remain on display located inside parking lot until Tuesday, September 8, 2020 for removal.

Please feel free to contact me with any questions or concerns. Thank you for your continued support of downtown events and activities.

Sincerely,

Cortney Schaefer  
Executive Director





**RESOLUTION NO. 2020-161**

A Resolution of the City Council of the City of Fremont Nebraska, approving the request of the MainStreet Fremont to use 18 Parking stalls south of John C. Fremont Park

**WHEREAS**, the MainStreet Fremont has requested the use of 18 Parking stalls south of John C. Fremont Park for Sand Sculptures on Main from August 31, 2020 to sunset on September 8, 2020.

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and City Council authorize MainStreet Fremont to use of the 18 Parking stalls south of John C. Fremont Park for Sand Sculptures on Main from August 31, 2020 to sunset on September 8, 2020, and authorizes the Mayor to sign Parking Space Lease Agreement.

PASSED AND APPROVED THIS 11th DAY OF AUGUST, 2020

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

## STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: August 11, 2020

SUBJECT: Fremont Area Chamber of Commerce Annual Fremont Beer Fest – Use of parking lot and Special Designated License (SDL)

---

Recommendation: Approve Resolution 2020-162

---

**Background:** This request for use of the parking lot is from the Fremont Area Chamber of Commerce asking Council to grant permission to use the upper level of parking lot on the southeast corner of 5th and Park Ave on Thursday, September 24, 2020 from 5:00 P.M. to 8:00 P.M., for the 2nd annual Fremont Beer Fest. Additionally, they have submitted a request for Special Designated License Local Recommendation. Events will be monitored for compliance with all rules and regulations.

Staff recommends granting the use of the area as long as they maintain required social distancing measures.



July 29, 2020

City of Fremont  
400 E Military Ave  
Fremont, NE 68025

Dear Members of the Fremont City Council:

I am writing to request permission for the Fremont Area Chamber of Commerce to use the upper level of the downtown parking garage as the location for an upcoming event we will be hosting to provide exposure to Fremont businesses.

On Thursday, September 24, from 5p.m. - 8 p.m., our group will be holding the 3<sup>rd</sup> Annual Fremont Beer Fest. We are offering our Chamber members the opportunity to set up a booth and provide craft beers that will be given out in 3 ounce samples to the general public. Attendees to the event will pay \$20 to receive a tasting mug and visit the various chamber members booths. This event will be a new spin on the old tradeshow style function. Our Chamber businesses will have a captive audience for 3-5 minutes which will allow them to tell the attendee more about their organization.

We're a dedicated and professional group, and would be extremely respectful of your property, should we be able to utilize your location. We will have security on-site and no one under 21 will be admitted onto the property (id's will be checked at the entrance). We will have a number of volunteers on hand to help ensure things run smoothly and the parking garage is kept in prime condition. We will also limit the number of attendees and ensure social distancing is practiced.

We feel the downtown parking garage will make the perfect setting for our event. There is no better place to showcase the business community than in the heart of downtown. I want to thank you for your time, and I sincerely hope you will consider letting us use the garage for this amazing event.

Sincerely,

A handwritten signature in blue ink that reads "Tara Lea".

Tara Lea  
Executive Director  
Fremont Area Chamber of Commerce

FREMONT  
*Here We Grow*

**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**Fremont Area Chamber of Commerce**

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

128 E 6th Street Fremont, NE 68025

Retail Liquor License Address or Non-Profit Business Address

47-0166590

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 9/24/2020

Event Date(s): \_\_\_\_\_

Event Start Time(s): 5:00pm \_\_\_\_\_

Event End Time(s): 9:00pm \_\_\_\_\_

Alternate Date: 10/1/2020 \_\_\_\_\_

Alternate Location Building & Address: n/a \_\_\_\_\_

Event Building Name: Upper Level Downtown Parking Garage \_\_\_\_\_

Event Street Address/City: 5th and Park \_\_\_\_\_

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_

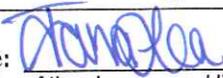
Outdoor area to be licensed in length & width: 300 X 100 (Diagram Form #109 must be attached)

Type of Event: Business Festival Estimate # of attendees: 200

Type of alcohol to be served: Beer  Wine \_\_\_\_\_ Distilled Spirits \_\_\_\_\_  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Tara Lea Event Contact Phone Number: 402-721-2641

Event Contact Email: tara@fremontne.org \_\_\_\_\_

\*Signature Authorized Representative:  Printed Name Tara Lea

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

\*Retail licensee – Must be signed by a member listed on permanent license  
\*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of Fremont **OR** County of \_\_\_\_\_ approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature

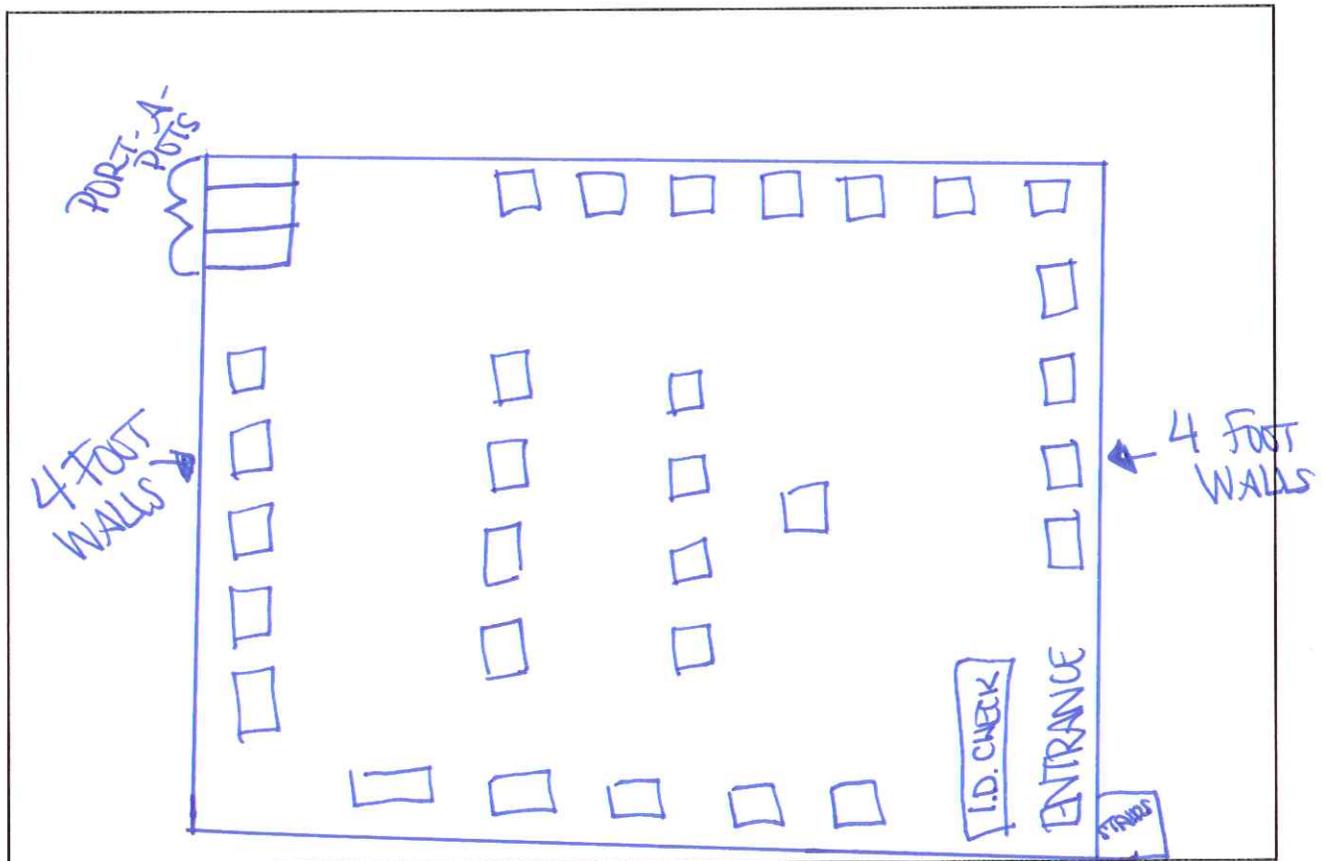
\_\_\_\_\_  
Date

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED ON SITE SECURITY, I.D. CHECKS  
& WRISTBANDS

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA: UPPER LEVEL OF DOWNTOWN PARKING GARAGE



□ = MEMBER TABLE/BOOTH

REQUEST FOR EXEMPTION FOR WAIVER OF DOUBLE FENCING RULE

(MUST BE SENT WITH APPLICATION A MINIMUM OF 30 DAYS PRIOR TO THE DATE OF THE EVENT)

WHY DOUBLE FENCING IS NOT AVAILABLE NOT NECESSARY DUE TO LOCATION HAVING HIGH CEMENT WALLS ≡ SECURITY AT FENCE LINE.

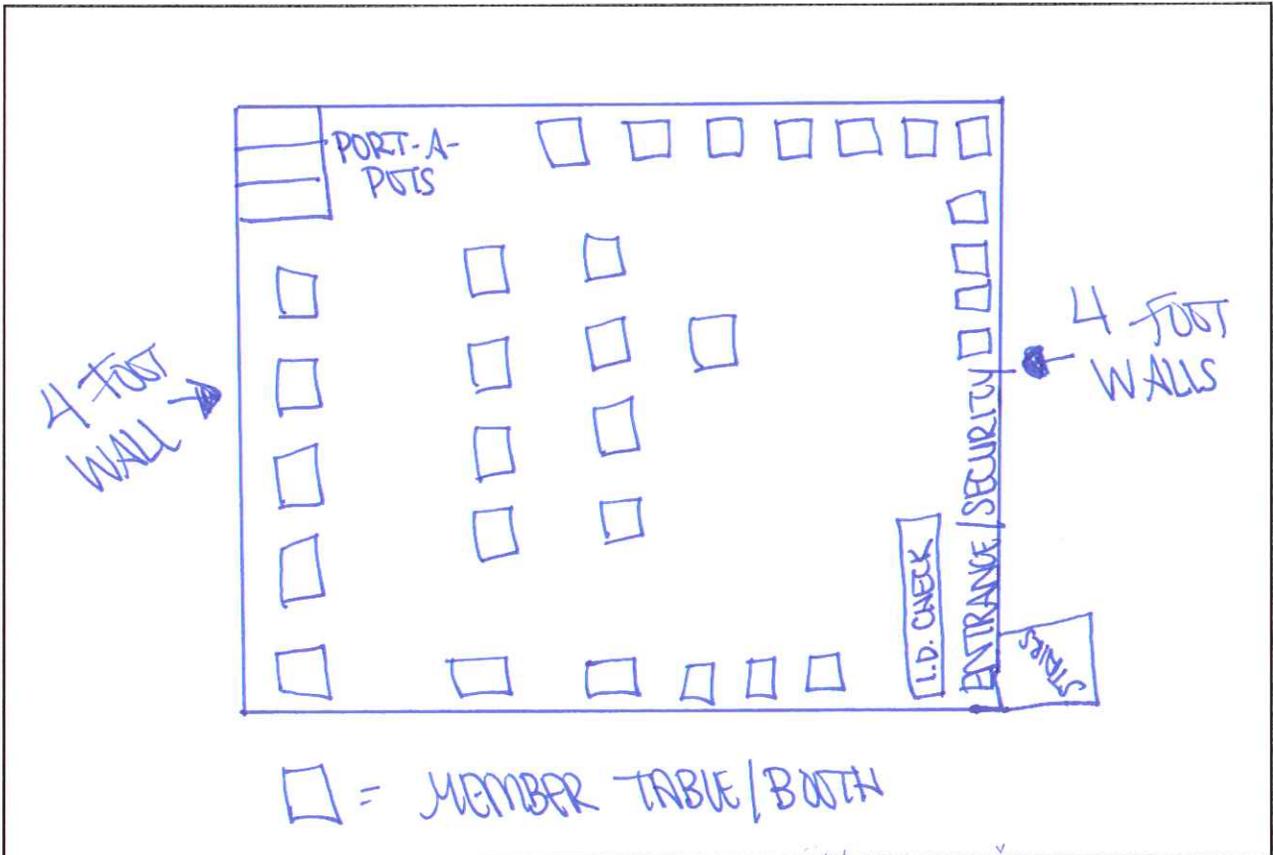
TYPE OF FENCING TO BE USED CONCRETE WALL

HEIGHT OF FENCING TO BE USED 4' WALL

HOW AREA WILL BE PATROLLED ONSITE SECURITY, ID CHECK ≡ WRISTBANDS

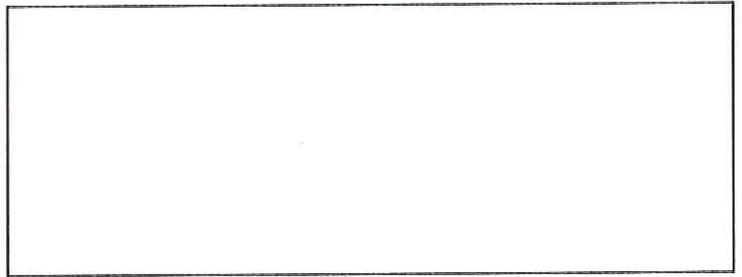
EXPECTED NUMBER OF ATTENDEES 200

DIAGRAM OF PROPOSED AREA:



**APPLICATION FOR SPECIAL  
DESIGNATED LICENSE  
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lec.nebraska.gov/](http://www.lec.nebraska.gov/)  
Email Applications: michelle.porter@nebraska.gov



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

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

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

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

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

**Fremont Area Chamber**

NAME OF CORPORATION

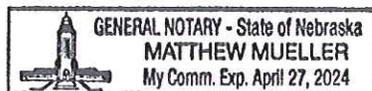
**47-0166590**

FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 31<sup>st</sup> DAY OF July, 2020.



NOTARY PUBLIC SIGNATURE & SEAL

## PARKING SPACE AGREEMENT

This Parking Space Agreement (Agreement) is made and entered into on the 11<sup>th</sup> day of August 2020, by and between the City of Fremont (Owner) and Fremont Area Chamber of Commerce(Lessee) (collectively Parties).

### 1. RECITALS

1.1. Licensee wishes to lease public parking spaces from Owner for the following purpose(s):

1.1.1. Annual Fremont Beer Fest, and

1.2. Owner is willing to lease the following public parking space(s):

1.2.1. City upper level of the parking lot on the southeast corner of 5<sup>th</sup> and Park Ave,) on September 24, 2020 from 5:00 p.m. to 8:00 p.m., and

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 September 24, 2020 from 5:00 p.m. to 8:00 p.m.. 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 parking 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 \$2,000,000.00 in aggregate; and against liability due to injury to or death of persons no less than \$1,000,000.00 as to any one person and \$1,000,000.00 to any

one accident, and shall list the Lessor as additionally insured. Lessee shall also carry Workmen's Compensation insurance as required by applicable Nebraska Statutes. Lessee shall provide certificates of insurance to the Owner verifying the coverages required under this agreement and that it will not cancel or change any such policy except after thirty days notice to the Owner. The certificate(s) of insurance shall be provided to the Owner no later than three (3) business days prior to the event.

**9. APPLICABLE LAW**

9.1. The provisions of this Agreement are subject to the laws of the State of Nebraska.

**10. HEADINGS**

10.1. The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

Lessee: FREMONT AREA CHAMBER  
By: [Signature] - FREMONT CHAMBER  
Name: TARA LEE  
Title: EXECUTIVE DIRECTOR  
Date: 8/4/20

**Owner - City of Fremont**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**RESOLUTION NO. 2020-162**

A Resolution of the City Council of the City of Fremont Nebraska, approving the request of the Fremont Area Chamber of Commerce to use the upper level of the David Kavich Parking Structure, and approve the application for a Special Designated Permit.

**WHEREAS**, the Fremont Area Chamber of Commerce has requested the use of the upper level of the David Kavich Parking Structure for a Business Festival on September 24, 2020 from 5:00 p.m. to 8:00 p.m.; and

**WHEREAS**, this resolution is contingent upon Fremont Area Chamber of Commerce providing a certificate of liability insurance naming the City of Fremont as additional insured.

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and City Council authorize the Fremont Area Chamber of Commerce to use of the upper level of the David Kavich Parking Structure for an Annual Fremont Beer Fest on September 24, 2020 from 5:00 p.m. to 8:00 p.m., authorizes the Mayor to sign Parking Space Lease Agreement, and that the Fremont City Council approves the application for a Special Designated permit as outlined herein and authorizes the City Clerk to sign the attached Special Designated License Local Recommendation Form (Exhibit A).

Requestor:	Date:	Purpose:	Property
Fremont Area Chamber of Commerce	September 24, 2020	Annual Fremont Beer Fest	David Kavich Parking Structure

PASSED AND APPROVED THIS 11th DAY OF AUGUST, 2020

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

## STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: August 11, 2020

SUBJECT: Cement/Asphalt/Excavate Work License Application

---

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

---

**Background:** Cement/Asphalt/Excavate 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 1<sup>st</sup> of every year.

<u>Business</u>	<u>Applicant</u>	<u>Type</u>
Mackie Construction	Kurt Mackie	Cement Work

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 FMC 10-322 Cement Work/Asphalt/Excavate

License should be issued to Kurt Mackie

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

Mackie Construction at 3333 S. 61<sup>st</sup> Ave Omaha, NE 68106

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

Applicant telephone number at place of business or where can be reached 402 981 8041

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

Various locations throughout city of Omaha and surrounding Metro areas. Have been owner/operator of Mackie Construction for 10 years. Last 5 years avg. sales 11.6 mil.

I have the following technical education: Certified ACI Concrete Finisher

I give you the following references: Tom Slobodnik 402-681-9393

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 3<sup>rd</sup> floor of Municipal Building to obtain the rules and regulations concerning concrete work.

Dated 07/28/2020

Kurt Mackie  
 Signature

20-1156

# United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

OR

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: \_\_\_\_\_ and I agree to provide a copy of my USCIS documentation upon request.

**I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.**

DATE OF BIRTH 11/01/1974

PRINT NAME Kurt Gus Mackie  
(first, middle, last)

SIGNATURE Kurt Mackie

DATE 07/28/2020

\_\_\_\_\_  
\_\_\_\_\_

No Material Discrepancies exist as verified by *SAVE*.

Verified on: \_\_\_\_\_ by: \_\_\_\_\_

**GRANITE RE, INC.**

14001 Quailbrook Drive, Oklahoma City, Oklahoma 73134

BOND # GRNE48636

**LICENSE AND PERMIT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Mackie Construction, Inc.,  
as Principal, and **GRANITE RE, INC.**, a corporation duly incorporated under the laws of the State of Oklahoma, as  
Surety, are held and firmly bound unto City of Fremont,  
as Obligee, in the penal sum of Five Thousand And No/100 DOLLARS  
(\$ \$5,000.00) for the payment of which we hereby bind ourselves, our heirs, executors  
and administrators, jointly and severally by these presents.

THE CONDITION of this bond is such that the said Principal has applied for a license as a  
Concrete Contractor  
in accordance with the requirements of ordinances of said Obligee, and has agreed to hold said Obligee harmless from  
suffering and loss or damage occasioned by said Principal's failing to comply with any provisions of any ordinances  
applicable to the work performed by said Principal.

NOW THEREFORE, if said Principal shall faithfully perform all the duties according to the requirements of  
the Ordinances regulating said license, and protect said Obligee from and damage as hereinbefore stated, then this  
obligation shall be null and void; otherwise to remain in full force and effect.

This bond may be terminated as to future acts of the Principal upon thirty (30) days written notice by the  
Surety. Otherwise, this bond expires at midnight March 31, 2021.

Dated this 29th day of July 20 2020

Witness:

[Handwritten Signature]

Mackie Construction, Inc.  
Principal

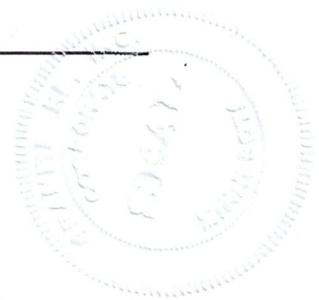
By: [Handwritten Signature]  
Kurt Mackie, President

GRANITE RE, INC.  
Surety

[Handwritten Signature]

By: [Handwritten Signature]

Robert T. Cirone  
Attorney in Fact





**MACKIE CONSTRUCTION INC.**  
3333 S. 61ST AVE.  
OMAHA, NE 68106-3624

**ACCESS BANK**  
8712 WEST DODGE ROAD  
OMAHA, NE 68114  
www.accessbank.com

18543

27-1413/1040

CHECK ARMOR  
FRAUD PROTECTION

7/31/2020

PAY TO THE ORDER OF City of Fremont

\$ \*\*20.00

Twenty and 00/100\*\*\*\*\*

DOLLARS

City of Fremont  
City Clerk  
400 East Military  
Fremont, NE 68025



*Kurt Mackie*

AUTHORIZED SIGNATURE



MEMO

⑈018543⑈ ⑆104014138⑆ 16003634⑈

**MACKIE CONSTRUCTION INC.**

18543

City of Fremont  
19 · Other Deductions: Business Licenses

7/31/2020

20.00

Operating Account Ma

20.00

## STAFF REPORT

TO: Honorable Mayor and City Council  
FROM: Jennifer McDuffee, Director of Human Resources  
DATE: August 11, 2020  
SUBJECT: Appointment of Fire Lieutenant

---

Recommendation: Move to appoint Nick Morris as Fire Lieutenant per Mayor recommendation.

---

**Background:** A Lieutenant's position is open, so the Civil Service provided list of qualified candidates to the Mayor.

**Fiscal Impact:** None, position is included in approved budget.



---

400 East Military Avenue, Fremont, NE 68025-5141

July 31, 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 Fire Lieutenant vacancy in the Fremont Fire Department.

Terry Luthy  
Levi Alley  
Nick Morris

Valley, NE  
Fremont, NE  
Fremont, NE

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen F. Tellatin", is written over a horizontal line.

Stephen F Tellatin  
Civil Service Commission



# STAFF REPORT

TO: City of Fremont Mayor and City Council

FROM: Utilities and Infrastructure Board  
Jeff Shanahan, Power Plant Superintendent

DATE: August 11, 2020

SUBJECT: Engineering for Coal Handling Modifications

---

Recommendation: Recommend City Council approve resolution 2020-163

---

## **BACKGROUND:**

On August 27, 2019 the City of Fremont City Council authorized utility staff to issue a purchase order to HDR Engineering for the rail track extension. In addition, HDR was asked to review the existing coal handling system and make recommendations to increase efficiency. Below is a summary of the prices for Phase 1 engineering.

	Kiewit Engineering	LDB Engineering	HDR Engineering
Total Phase 1 Engineering	~\$105,377	\$92,400	\$62,400

After review of the HDR evaluation and recommendation, LDW staff decided the following recommendations provided the most improvement for the money and also increased the reliability of the system.

1. Install new feeders to output ~800 tons/hr and increase reliability (Replacing feeders installed in 1976)
2. Modify existing hoppers to accommodate new feeders
3. Adjust belt 1 speed to take away the increased coal from the feeder

LDW Staff requested the HDR Engineering provide a quote for the engineering, specification and construction management.

Based on HDR Engineering proposal, their knowledge of the system and having worked with vendors and utility staff, LDW staff recommends HDR for the engineering scope as attached for \$53,295.

This item was discussed at the July 28, 2020 Utilities and Infrastructure Board. Based on discussions with LDW staff, the Utilities and Infrastructure Board voted 4-0 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 HDR Engineering for \$53,295 for Phase II fuel handling modification engineering.

**FISCAL IMPACT:** FY 19-20 and 20-21 Budget Expenditure of \$53,295 this item was budgeted in the capital improvement plan



July 22, 2020

Mr. Gary Ogden  
City of Fremont, Nebraska Department of Utilities  
Maintenance Supervisor  
2701 East 1<sup>st</sup> Street  
Fremont, NE 68025  
Gary.Ogden@fremont.gov

**Subject: LDW Rail Expansion Project – Contract Amendment No. 2  
Coal Handling Modifications Phase II**

Mr. Ogden,

HDR Engineering, Inc. (HDR) has prepared this proposal amendment for the City of Fremont Department of Utilities (COF) for engineering services associated with the Lon D. Wright (LDW) Rail Expansion Project.

The proposal defines the scope for the modifications required for the coal handling feeders and stock out chute. The proposal includes engineering work required to complete the design, support COF with bid solicitation, and provide construction administration and quality assurance activities required to satisfy the needs for this upgrade. HDR's construction package will outline the performance requirements necessary for the contractor to engineer, procure and construct the project.

HDR continues to be fully committed and vested in the successful completion of the LDW Project and truly values the partnership that has been created with the COF team. Should you require further clarification of this proposal, please do not hesitate to contact Josh Miller at (813) 282-2305.

Sincerely,  
HDR Engineering, Inc.

Josh Miller, P.E.  
*Project Manager*

## Background

HDR understands that the COF is seeking professional engineering services to evaluate the facility coal handling equipment. HDR has previously performed a review of the equipment and provided recommendations to equipment modifications in fall 2019. As a result of the evaluation, this proposal provides the next phase of engineering services to upgrade the existing coal stock out system.

## Scope of Services

The scope of services includes advancement of the coal stock out system modifications as previously recommended by HDR. Major items include:

- Provide Execution Strategy
- Define Scope of Work to Complete the Project
- Issue for bid drawings\*
- Develop Major Equipment Specifications
- Equipment Location Plans
- Modifications to the existing hopper and crusher house stock out chute

\*Issued for bid drawings and specifications are intended to represent performance requirements for a contractor to engineer, procure and construct. They are not considered design drawings, and are intended to convey tie-in points, lines of demarcation, and general scope of work items.

Permitting activities have not been identified and are not included in this proposal.

The scopes for individual tasks are as follows:

### Task 100: Project Management

#### OBJECTIVE

HDR will perform project management, coordination, project reporting, client communication and project accounting necessary to complete HDR's proposed scope of services.

#### HDR SERVICES

As part of this task, HDR will conduct the following services:

- Overall management of HDR's project scope and execution of HDR's deliverables.
- Monthly invoicing for HDR's services and project status reports.
- Status updates via conference calls as required with COF and stakeholders.
- Quality assurance and quality control (QA/QC) of services included as part of this scope.

#### ASSUMPTIONS

The following assumptions were made for this task:

- Project initiation and management activities such as establishing filing systems and communication protocols, quality control, oversight management, and client coordination shall be based on HDR standards.
- All project deliverables will be provided electronically.
- Status updates will be communicated to COF PM via conference call. No additional sites visits are anticipated as part of this task.

- Project management activities described herein are inclusive for Task 200, 300 and 400.
- HDR anticipates the duration of this task to cover the entire project. The schedule of activities is outlined in Section – “Schedule and Fees”.
- Labor rates for tasks which are assumed to occur during the 2021 calendar year have been adjusted to account for annular salary increases (standard 3%).

## **DELIVERABLES**

The following deliverables will be produced as part of this task:

- Monthly project status summary reports and invoices.
- Meeting agendas and notes, as required.

## **Task 200: Engineering & Design**

### **OBJECTIVE**

Upon notice-to-proceed (NTP), HDR will commence with the engineering and preliminary design of the coal stock out modifications. The intent shall be to progress all engineering disciplines to a reasonable design level by task completion as input to an Issue for Bid (IFB) package for COF’s use.

### **HDR SERVICES**

As a part of this task, HDR will carry out the following services:

- Perform calculations, analyses and value add engineering by each discipline specific to the respective engineering and design deliverables.
- Generate the necessary lists (equipment, I/O, loads, etc.) pertaining to the design.
- Generate drawings including General Arrangement Drawings, Equipment Layout, and basic One Line Diagrams (if necessary)

### **ASSUMPTIONS**

The following assumptions have been made for this task:

- COF will provide all necessary documentation for purposes of the IFB package. HDR has included one site visit for purposes of walking down the system to obtain additional photos and any other miscellaneous information necessary.
- HDR will prepare a 90% design deliverable for COF’s review and input prior to issuance of the bid package
- Front end contract documents to be prepared by the COF.
- Environmental and permitting scope by others, if required.
- Fire protection design – if required and in addition to what’s already installed – is not included and to be provided by others.
- Evaluation of existing hoppers and crusher house structures are not included as it is anticipated that any added loads shall be negligible. The contractor shall be responsible for determining any structural modifications which may be necessary to modify the system.
- COF will provide timely reviews and design direction
- Design deliverables will developed using HDR CAD standards.
- Sufficient capacity is available in existing motor control centers to support the new coal handling feeders. If VFD’s are ultimately desired, the contractor will be responsible for any upgrades to the electrical system to maintain power integrity.

- The existing plant air system has sufficient capacity for any new components.
- Preliminary design drawings are intended to convey the scope of work for the selected contractor for their use in engineering, procurement of equipment and construction/commissioning.

## DELIVERABLES

The following deliverables by discipline will be generated as a part of this task:

- Process Mechanical
  - Equipment General Arrangements, Plans Sections and Elevations
  - Coal Handling Feeders Specification
- Electrical / Instrumentation & Controls
  - Electrical Load List
  - I/O List
  - Single Line Diagram, if required
  - Equipment Grounding Details

## Task 300: EPC Bid Solicitation Support

### OBJECTIVE

HDR will support the solicitation and selection process required for COF to contract with Engineering, Procurement & Construction (EPC) contractors.

### HDR SERVICES

As part of this task, HDR will conduct the following services:

- Generate an Issued for Bid (IFB) package for COF's use in creation of an EPC Request for Proposal (RFP).
- Administer technical bid documents to vendors, as necessary
- Issuance of addendum(s) to respond to vendor questions. COF will provide HDR all required responses pertaining to the front ends (contractual provisions).
- Evaluate bids from a technical perspective and make recommendations to COF.

### ASSUMPTIONS

The following assumptions have been made for this task:

- HDR will provide the necessary technical documents electronically to COF for preparation of the RFP package. The COF will prepare the necessary contract front end documents that will accompany the HDR technical package.
- HDR has included one full day for vendor site walkdown.
- COF will solicit bids for the RFP package by advertising on the COF's website. HDR will forward the bid documents to vendors who request it.
- HDR will support COF to answer requests for information (RFIs) received during the bid process. HDR will respond to up to three RFIs is included in this proposal; additional RFIs may require an amendment to this scope of services.
- HDR will make a recommendation on the selection of a vendor from a technical standpoint. The final selection will be by COF. A bid tab and recommendation letter will be prepared for COF's use.

## DELIVERABLES

The following deliverables will be produced as a part of this task:

- EPC IFB package for RFP inclusion
- Bid Tabulation and Letter of Recommendation

## Task 400: Construction Support Services

### OBJECTIVE

HDR will provide limited construction support services for the installation of the coal stock out modifications.

### HDR SERVICES

As part of this task, HDR will conduct the following services:

- Attend kickoff meeting (preconstruction) with contractor and COF staff
- Attend one construction mid-project site visit
- Perform final site inspection of completed coal system modifications and prepare punchlist
- Review shop drawings and submittals
- Respond to RFIs

### ASSUMPTIONS

The following assumptions have been made for this task:

- Site visits are assumed to take four (4) hours on-site per visit and will be attended by the following:
  - Preconstruction meeting with contractor: attended by local HDR staff (one person)
  - Construction mid-project site visit: attended by local HDR staff (one person)
  - Construction final inspection: attended by local HDR staff (one person)
- Additional site visits can be requested at the sole discretion of COF staff and will be at additional cost that will depend on the anticipated level of effort required (i.e., number of HDR staff and established rates)
- Review of shop drawings/submittals is included up to five (5) separate submittals.
- HDR will respond to up to five (5) RFI's
- HDR is not responsible for means and methods of the contractor.
- COF will provide all necessary site access to the contractor and any safety requirements

## DELIVERABLES

The following deliverables will be produced as a part of this task:

- Final inspection punchlist

## Schedule and Fees

The work for the proposed services is intended to be completed upon written notice to proceed. Based on an anticipated notice to proceed date of August 3, 2020, the work associated with this proposal is anticipated to be complete by April 5, 2021. A preliminary milestone schedule with the respective costs for each task as described in this proposal are indicated in Table 1.



Please note, the schedule below is based on the assumption that the long lead equipment (vibratory feeders) can be procured and on site within 14 weeks and shall be procured by the EPC contractor.

**Table 1 – Milestone Schedule**

No.	Activity	Completion Date	Duration	Fee
1	HDR Contract Award (NTP)	August 3, 2020	-	-
2	*Task 100: Project Management	NTP to April 5, 2021	35 weeks	\$ 13,560
3	Task 200: Engineering & Design	September 14, 2020	6 weeks	\$ 24,513
4	Task 300: EPC Bid Solicitation Support	November 9, 2020	8 weeks	\$ 6,742
5	Task 400: Construction Support Services	April 5, 2021	21 weeks	\$ 8,480
			<b>Total</b>	<b>\$ 53,295</b>

\*Inclusive of all tasks – covers the duration of the project.

## Compensation

HDR will perform the scope of services described herein under the existing purchase order #051910 as a contract amendment. Compensation for engineering services to be on a lump sum basis. This proposal is valid for thirty (30) work days from the date of submission and thereafter may be subject to change.

**RESOLUTION NO. 2020-163**

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 HDR Inc. Engineering for the Phase II Lon D. Wright Fuel Handling Modifications Engineering

**BE IT RESOLVED**, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board to authorize the City Staff to sign a purchase agreement with HDR Engineering for the Lon D. Wright Fuel Handling Modifications Engineering in the amount of \$53,295.

PASSED AND APPROVED THIS 11<sup>th</sup> DAY OF AUGUST, 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: August 11, 2020  
SUBJECT: Appointment of Police Detective

---

Recommendation: Move to appoint Kelly Drake as Police Detective per Mayor recommendation.

---

**Background:** A Detective position is open, so the Civil Service provided list of qualified candidates to the Mayor.

**Fiscal Impact:** None, position is included in approved budget.



---

400 East Military Avenue, Fremont, NE 68025-5141

July 31, 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 Detective vacancy in the Fremont Police Department.

Kelly Drake  
Nickalaus Heidlage  
Steven Zaroban

Bennington, NE  
Elkhorn, NE  
Omaha, 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", written over a horizontal line.

Stephen F Tellatin  
Civil Service Commission



# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Chief of Police, Jeff Elliott

DATE: August 11, 2020

RE: Award Purchase Contract for three (3) 2020 Ford Police Interceptor Utility vehicles for the Police Department.

---

**Recommendation:** Approve Resolution 2020-164

---

**Background:** The Police Department has budgeted for three (3) new police vehicles to replace three (3) older police vehicles that are currently in service as marked patrol vehicles. The new vehicles will be purchased under the State of Nebraska Contract #15096 with each vehicle costing \$34,493.00 for a total of \$103,479.00.

The Police Department recommends awarding the purchase under the state contract price to Anderson Auto Group of Lincoln, Nebraska for three (3) 2020 Ford Police Interceptor Utility vehicles.

**Fiscal Impact:** \$103,479.00 (budgeted).

**PURCHASE ORDER**  
 City of Fremont  
 400 EAST MILITARY AVE  
 FREMONT, NE 68025-5141

**PURCHASE ORDER#**  
**039298**

DATE: 2/13/2020

**VENDOR PHONE:** (402)475-8821  
**VENDOR FAX:** (402)475-5764  
**VENDOR #:** 2100  
**VENDOR ADDRESS:** ANDERSON AUTO GROUP  
 2500 WILDCAT DR  
 LINCOLN, NE 68521

**SHIP TO:** POLICE DEPARTMENT  
 POLICE DEPARTMENT  
 725 N PARK  
 FREMONT, NE 68025

*Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

FREIGHT		CONTRACT NUMBER		DAYS DISC DUE	DAYS NET DUE	CONFIRMED BY	
				0	0	DON DOSER	
DELIVER BY		SHIP VIA		REQUISITION #		CONFIRM TO	
02/06/2020				0000025146		SHERI MCARDLE	
FOB		ACCOUNT NUMBER				CONTACT NUMBER	
		00112094214020				POLICE 402-727-2685	
LINE #	QUANTITY/ UNIT	COM/SUB /ITEM#	DESCRIPTION ARTICLE OR SERVICE			UNIT COST	EXTENDED COST

1	3.00 / EA	001 055	2020 FORD POLICE MID SIZE UTILITY VEHICLES, AWD,	34,493.0000	103,479.00
---	-----------	------------	---	-------------	------------

5 PASSENGER , 112.6" MINIMUM WHEELBASE, 3.3L  
 MINI-  
 MUM ENGINE SIZE, E85, POLICE INTERCEPTOR SERIES,  
 CODE, TRIM LEVEL: K8A, 500A, PUV, WITH ALL THE  
 SPECS PER STATE CONTRACT 15096 OC, BUT WITH THE  
 FOLLOWING CHANGES: -\$40.00 FOR CLOTH REAR SEATS,  
 \$295.00 SPOTLIGHT: WHITE LED LIGHTING-FACTORY OR  
 DEALER INSTALLED; \$195.00 UPGRADE SIREN SPEAKER  
 TO  
 CODE 3, ALL VEHICLES KEYED ALIKE AT CODE: 1284X  
 AND STANDARD PAINT OF UM - AGATE BLACK

SHERI

**TOTAL PURCHASE AMOUNT** **\$103,479.00**

**Send Original and One Copy of Invoice to:**  
**CITY OF FREMONT**  
**400 E MILITARY AVE**  
**FREMONT, NE 68025-5141**

**PURCHASE ORDER**  
 City of Fremont  
 400 EAST MILITARY AVE  
 FREMONT, NE 68025-5141

**PURCHASE ORDER#**  
**039298**

DATE: 2/13/2020

**VENDOR PHONE:** (402)475-8821  
**VENDOR FAX:** (402)475-5764  
**VENDOR #:** 2100  
**VENDOR ADDRESS:** ANDERSON AUTO GROUP  
 2500 WILDCAT DR  
 LINCOLN, NE 68521

**SHIP TO:** POLICE DEPARTMENT  
 POLICE DEPARTMENT  
 725 N PARK  
 FREMONT, NE 68025

*Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

<b>FREIGHT</b>		<b>CONTRACT NUMBER</b>		<b>DAYS DISC DUE</b>	<b>DAYS NET DUE</b>	<b>CONFIRMED BY</b>	
				0	0	DON DOSER	
<b>DELIVER BY</b>		<b>SHIP VIA</b>		<b>REQUISITION #</b>		<b>CONFIRM TO</b>	
02/06/2020				0000025146		SHERI MCARDLE	
<b>FOB</b>		<b>ACCOUNT NUMBER</b>				<b>CONTACT NUMBER</b>	
		00112094214020				POLICE 402-727-2685	
<b>LINE #</b>	<b>QUANTITY/ UNIT</b>	<b>COM/SUB /ITEM#</b>	<b>DESCRIPTION ARTICLE OR SERVICE</b>			<b>UNIT COST</b>	<b>EXTENDED COST</b>

**RESOLUTION NO. 2020-164**

**A Resolution of the City Council of the City of Fremont, Nebraska authorizing staff to execute a purchase agreement with Anderson Auto Group of Lincoln, Nebraska for three (3) 2020 Ford Police Interceptor Utility vehicles for a total amount of \$103,479.00.**

**BE IT RESOLVED:** That the Mayor and City Council of the City of Fremont, Nebraska authorizing staff to execute a purchase agreement with Anderson Auto Group of Lincoln, Nebraska for the purchase of three (3) 2020 Ford Police Interceptor Utility vehicles in the amount of \$34,493 each for a total of \$103,479.00.

PASSED AND APPROVED THIS 11<sup>th</sup> DAY OF AUGUST 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:** August 11, 2020  
**SUBJECT:** Request for Change of Zone from R, Rural to GC, General Commercial

---

**Recommendation:** Hold Second Reading of Ordinance No. 5540

---

### **Background:**

David C. Mitchell has requested a Change of Zone from R, Rural to GC, General Commercial on property generally located at the northwest intersection of Highway 77/275 and W. County Road S.

The area is currently in agricultural use.

The property to the south, west, northwest, north and east is agricultural.

The property to the southeast is developed with light industrial uses including truck sales and tire sales. The area south of the interchange is developed with highway commercial and light industrial uses.

The property is proposed to be used for a dealership.

The property is outside of the Fremont City Limits, but inside the Extraterritorial Jurisdiction.

The property will contain a private well and septic system.

The area is in a Zone AO-2 flood plain. A flood plain development permit will be required.

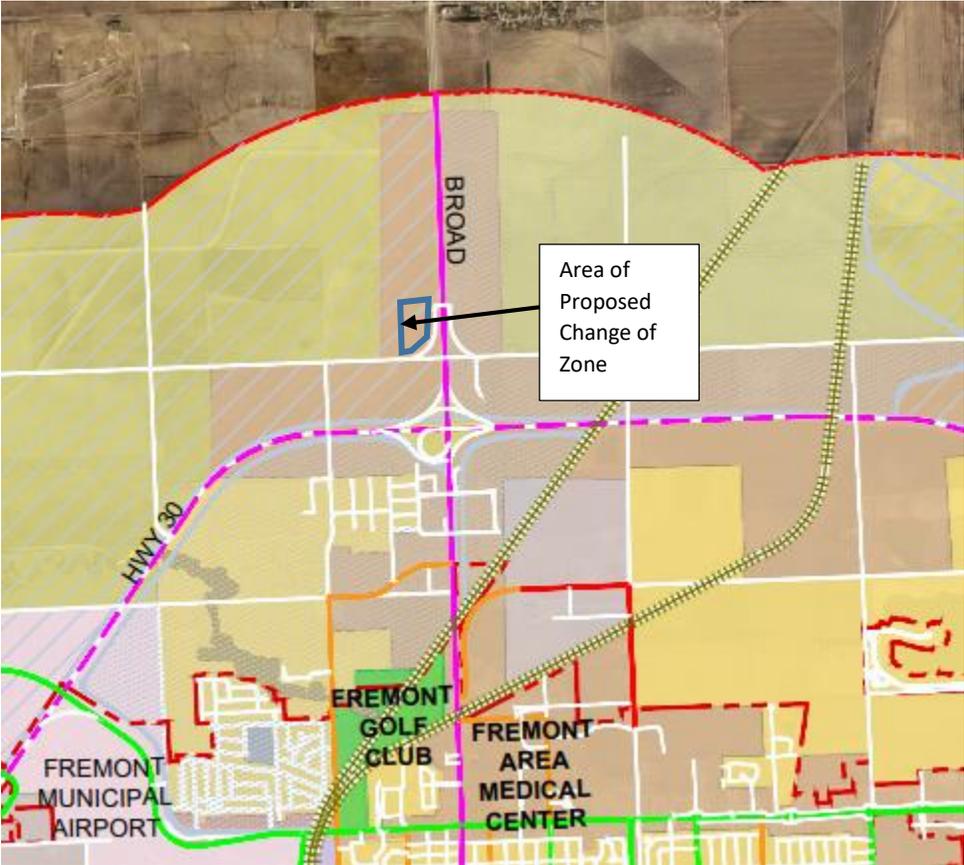
The Future Land Use Map from the Comprehensive Plan designates this area for future Commercial uses.

Commercial uses are appropriate for the area that is adjacent to the Highway 77-30-275 interchange.

Vicinity Map:



**Comprehensive Plan Designation:**





## ORDINANCE NO. 5540

**AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING ORDINANCE NO. 5427 AS IT PERTAINS TO THE ZONING MAP, TO REZONE THE PROPERTY GENERALLY DESCRIBED AS A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 18 NORTH, RANGE 8 EAST, FREMONT, NEBRASKA, FROM R RURAL TO GC GENERAL COMMERCIAL, PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council for the City of Fremont, Nebraska, seeks to promote the health, safety, morals, and the general welfare of the community; and

**WHEREAS**, a request for Zoning Change from R, Rural to GC, General Commercial was filed with the offices of the Department of Planning, City of Fremont (City) on property generally located at Highway 77/275 and W. County Road S; and

**WHEREAS**, a public hearing on the proposed Zoning Change was held by the Planning Commission on July 20, 2020, and subsequently by the City Council on July 28, 2020; and

**WHEREAS**, the City has determined that such proceedings were in compliance with the Blueprint for Tomorrow; Fremont Nebraska Comprehensive Plan; and

**WHEREAS**, the City has determined that such proceedings were in compliance with Neb. Rev. Stat. §19-904 pertaining to zoning regulations and restrictions;

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

**SECTION I. ZONING.** That paragraph “b” of Article 406 of Ordinance No. 5427 as it pertains to the Official Zoning Map is changed to rezone the following described real estate, from R Rural to GC, General Commercial:

A parcel of land located in the SW1/4SW1/4 of Section 35, Township 18 North, Range 8 East of the 6<sup>th</sup> P.M., Dodge County, Nebraska, more particularly described as follows: Commencing at the southwest corner of said section; thence N87°43'31" E along the south line of said sw1/4sw1/4 a distance of 483.80 feet; thence N00°00'54"W a distance of 35.72 feet to a point on the Nebraska Department of Transportation Right-of-way as recorded in Book 227, page 993 in the Dodge County Register of Deeds Office, also being the point of beginning; thence continuing N00° 00'54"W a distance of 1232.33 feet; thence N87°43'31" a distance of 619.82 feet to a point on said Nebraska Department of Transportation right-of-way; thence S02°15'38"E along said Nebraska Department of Transportation right-of-way a distance of 503.30 feet; thence

continuing along said Nebraska Department of Transportation Right-of-way along a 730.94 foot radius curve to the right an arc length of 1085.25 feet, through a central angle of 85°04'07", having a chord bearing S40°16'26"W, and a chord length of 988.28 feet to the point of beginning; containing 15.62 acres, more or less.

**SECTION 2. REPEALER.** That part of the official zoning map referred to in Paragraph "b" of Article 406 of Ordinance No. 5427 or any other section of said ordinance in conflict with this ordinance is hereby repealed.

**SECTION 3. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED THIS 25<sup>th</sup> DAY OF AUGUST, 2020

---

Scott Getzschman, Mayor

ATTEST:

---

Tyler Ficken, City Clerk

# Staff Report

**TO:** Mayor and City Council  
**FROM:** Jennifer McDuffee, Director of Human Resources  
**DATE:** August 11, 2020  
**SUBJECT:** 2020-2021 Government Salary Ordinance

---

**Recommendation:** Introduce and hold first reading of Ordinance 5541

---

## **Background:**

The approved contracts for IAFF and AFSCME provide for a 2.5% increase effective October 1, 2020. The approved contract for FOP provides for a 3.5% increase effective October 1, 2020.

Staff recommends a 2.5% increase for all other non-union city classifications and pay grades.

## **Fiscal Impact:**

All costs have been accounted for in the budget.

**ORDINANCE NO. 5541**

An Ordinance of the City of Fremont, Nebraska pertaining to pay plan for officers and employees, repealing Ordinance No. 5533 and all other ordinances and parts of ordinances in conflict herewith; providing for publication in pamphlet form and providing for an effective date.

Be it ordained by the Mayor and City Council of Fremont, Nebraska:

**SECTION I.** That the following schedule of Pay Grades be used for pay purposes in place of those originally stated in all other ordinances and parts of ordinances in conflict herewith are hereby repealed.

**SECTION II.** That the Class Title and Pay Grade of each non union position for the City shall be as follows:

	Job Title	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Subsection A. Non Union Exempt</b>	City Administrator	45.5	77.6006	81.4807	85.5548	89.8325	94.3241	99.0403	103.9923	109.1919
	Assistant City Administrator-City	37.5	52.5214	55.1418	57.9031	60.7976	63.8398	67.0379	70.3912	73.9148
	Director of Public Works	34.0	44.2527	46.4660	48.7906	51.2333	53.7948	56.4817	59.3021	62.2704
	City Engineer	33.5	43.2091	45.3706	47.6357	50.0193	52.5214	55.1418	57.9031	60.7976
	Police Chief	33.0	42.1505	44.2527	46.4660	48.7906	51.2333	53.7948	56.4817	59.3021
	Fire Chief	31.0	38.2270	40.1441	42.1505	44.2527	46.4660	48.7906	51.2333	53.7948
	Director of Planning	30.5	37.3238	39.1893	41.1510	43.2091	45.3706	47.6357	50.0193	52.5214
	Director of Parks and Recreation	30.0	36.4060	38.2270	40.1441	42.1505	44.2527	46.4660	48.7906	51.2333
	Library Director	27.5	32.2457	33.8521	35.5472	37.3238	39.1893	41.1510	43.2091	45.3706
	Assistant Fire Chief	26.5	30.7132	32.2457	33.8521	35.5472	37.3238	39.1893	41.1510	43.2091
	Chief Building Inspector	26.5	30.7132	32.2457	33.8521	35.5472	37.3238	39.1893	41.1510	43.2091
	Civil Engineer	26.0	29.9584	31.4535	33.0229	34.6736	36.4060	38.2270	40.1441	42.1505
	City Clerk	25.5	29.2476	30.7132	32.2457	33.8521	35.5472	37.3238	39.1893	41.1510
	Superintendent of Public Services	25.5	29.2476	30.7132	32.2457	33.8521	35.5472	37.3238	39.1893	41.1510
	Recreation Superintendent	23.5	26.5234	27.8557	29.2476	30.7132	32.2457	33.8521	35.5472	37.3238
Director of Communications	21.0	23.4662	24.6435	25.8794	27.1749	28.5294	29.9584	31.4535	33.0229	

	Job Title	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Subsection B. Non Union Hourly</b>	Police Lieutenant	27.0	31.4535	33.0229	34.6736	36.4060	38.2270	40.1441	42.1505	44.2527
	Executive Asst- Comm & Grants	23.5	26.5234	27.8557	29.2476	30.7132	32.2457	33.8521	35.5472	37.3238
	Park Maintenance Supervisor	23.0	25.8794	27.1749	28.5294	29.9584	31.4535	33.0229	34.6736	36.4060
	Building Inspector II	21.5	24.0584	25.2575	26.5234	27.8557	29.2476	30.7132	32.2457	33.8521
	Fire Captain/EMT-P	21.5	24.0584	25.2575	26.5234	27.8557	29.2476	30.7132	32.2457	33.8521
	Job Title	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
	IT Specialist-Library	21.5	24.0584	25.2575	26.5234	27.8557	29.2476	30.7132	32.2457	33.8521
	Automotive Maintenance Supv	21.0	23.4662	24.6435	25.8794	27.1749	28.5294	29.9584	31.4535	33.0229
	Street Construction Supervisor	21.0	23.4662	24.6435	25.8794	27.1749	28.5294	29.9584	31.4535	33.0229
	City Attorney Investigator	20.0	22.3485	23.4662	24.6435	25.8794	27.1749	28.5294	29.9584	31.4535
	Building Inspector I	19.5	21.8228	22.9111	24.0584	25.2575	26.5234	27.8557	29.2476	30.7132
	Library Technology Specialist	19.5	21.8228	22.9111	24.0584	25.2575	26.5234	27.8557	29.2476	30.7132
	Legal Secretary	18.0	20.2684	21.2824	22.3485	23.4662	24.6435	25.8794	27.1749	28.5294
	Human Resources Technician I	17.0	19.2984	20.2684	21.2824	22.3485	23.4662	24.6435	25.8794	27.1749
	Cemetery Sexton	16.5	18.8472	19.7945	20.7865	21.8228	22.9111	24.0584	25.2575	26.5234
	Events Maintenance Supervisor	16.5	18.8472	19.7945	20.7865	21.8228	22.9111	24.0584	25.2575	26.5234
	Evidence/Equipment Tech	16.5	18.8472	19.7945	20.7865	21.8228	22.9111	24.0584	25.2575	26.5234
	Senior Center Director	16.0	18.3731	19.2984	20.2684	21.2824	22.3485	23.4662	24.6435	25.8794
	Deputy City Clerk	15.5	17.9511	18.8472	19.7945	20.7865	21.8228	22.9111	24.0584	25.2575
	Senior Office Associate	15.0	17.4998	18.3731	19.2984	20.2684	21.2824	22.3485	23.4662	24.6435
	Dispatcher I- Part-time	HD1	16.5981	17.5050	18.4115	19.3183	20.2251	21.1317	22.0384	22.9453
	Transfer Station Cashier-Part-time	11.0	14.4054	15.1162	15.8713	16.6707	17.4998	18.3731	19.2984	20.2684
	Custodian- Part time	HT1	10.2573	10.7702	11.3087	11.8742	12.4678	13.0912	13.7457	14.4329
	Library Aide- Part time	HT1	10.2573	10.7702	11.3087	11.8742	12.4678	13.0912	13.7457	14.4329

<b>Subsection C. Temporary/ Seasonal Hourly</b>	Admissions Attendant	9:00-9:50
	Admissions Supervisor	9:00-10:00
	Aquatic Supervisor	10:00-12:00
	Concessions Attendant	9:00-9:50
	Concessions Supervisor	9:00-10:00
	Custodian Helper	9:00-10:55
	After Hour Custodian Helper	10:00-11:00
	Head Guard	9:00-12:00
	Head Water Safety Instructor	9:00-9:50
	Library Aide	9:00-10:25
	Lifeguard (w/CPO)	9:00-12:00
	Lifeguard I	9:00-11:00
	Lifeguard II	9:00-11:00
	Office Trainee	9:00-10:80
	Park Ranger	10:00-12:00
	Rec: Arts & Crafts Instructor	9:00-9:50
	Rec: Baseball/ Softball Instruct	9:00-9:50
	Recreation: Chief Instructor	9:00-10:00
	Recreation Leader	9:00-11:25
	Rec: Playground Asst Director	9:00-9:50
Recreation: Playground Director	9:00-10:00	
Recreation: Playground Leader	9:00-9:50	

Rec:Umpire/Scorekeeper Supv	9.00-9.50
Relief Dispatcher	10.50-12
Reserve Police Officer	15.00-20.00
Reserve Firefighter	9.00
Senior Center Assistant Manager	9.00-11.25
Splash Station: Head Maint	10.00-12.00
Splash Station: Maintenance Asst	9.00-12.00
City Utility Worker	9.00-12.70

<b>Subsection D.</b> Temporary and Part-Time Hourly	City Council Member	\$500/mo
	City Physician	\$50/mo
	City Prosecutor	\$377.75/mo
	Mayor	\$1000/mo
	Civil Defense Director	\$333/mo

**SECTION III.** That the Class Title and Pay Grade of each union position for the City shall be as follows:

	Job Title	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Subsection E.</b> AFSCME Hourly	Engineering Associate II	23.0	25.8794	27.1749	28.5294	29.9584	31.4535	33.0229	34.6736	36.4060
	Librarian II	22.5	25.2575	26.5234	27.8557	29.2476	30.7132	32.2457	33.8521	35.5472
	Engineering Associate	22.0	24.6435	25.8794	27.1749	28.5294	29.9584	31.4535	33.0229	34.6736
	Librarian I	19.0	21.2824	22.3485	23.4662	24.6435	25.8794	27.1749	28.5294	29.9584
	Heavy Equipment Mechanic	18.5	20.7865	21.8228	22.9111	24.0584	25.2575	26.5234	27.8557	29.2476
	Equipment Mechanic I	17.5	19.7945	20.7865	21.8228	22.9111	24.0584	25.2575	26.5234	27.8557
	Maintenance Worker III	17.0	19.2984	20.2684	21.2824	22.3485	23.4662	24.6435	25.8794	27.1749
	Equipment Operator	16.5	18.8472	19.7945	20.7865	21.8228	22.9111	24.0584	25.2575	26.5234
	Maintenance Worker II	15.5	17.9511	18.8472	19.7945	20.7865	21.8228	22.9111	24.0584	25.2575
	Senior Office Associate	15.0	17.4998	18.3731	19.2984	20.2684	21.2824	22.3485	23.4662	24.6435
	Office Associate	13.5	16.2784	17.0925	17.9511	18.8472	19.7945	20.7865	21.8228	22.9111
	Library Assistant III	13.0	15.8713	16.6707	17.4998	18.3731	19.2984	20.2684	21.2824	22.3485
		Job Title	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Code Enforcement Assistant	11.5	14.7608	15.5011	16.2784	17.0925	17.9511	18.8472	19.7945	20.7865
	Library Assistant II	11.5	14.7608	15.5011	16.2784	17.0925	17.9511	18.8472	19.7945	20.7865
	Custodian	11.0	14.4054	15.1162	15.8713	16.6707	17.4998	18.3731	19.2984	20.2684
	Transfer Station Cashier	11.0	14.4054	15.1162	15.8713	16.6707	17.4998	18.3731	19.2984	20.2684
	Library Assistant I	8.0	12.4365	13.0581	13.7170	14.4054	15.1162	15.8713	16.6707	17.4998

	Job Title	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Subsection F.</b> FOP Union	Police Sergeant	PS1	28.5850	29.8288	31.0726	32.3162	33.5600	34.8036	36.0476	37.2914
	Police Detective	PT1	23.7111	25.0229	26.3343	27.6464	28.9581	30.2698	31.5818	32.8933
	Police Officer	PO1	22.9370	24.1983	25.4593	26.7204	27.9813	29.2426	30.5036	31.7646
	Dispatcher I	PD1	16.9652	17.8920	18.8186	19.7453	20.6722	21.5989	22.5257	23.4526
	Dispatcher I- Lead	PD2	17.8430	18.7334	19.6768	20.6657	21.6997	22.7867	23.9263	25.1267

	Job Title	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Subsection G.</b> IAFF Union	Fire Lieutenant/EMT-P or I *	FP6	20.4001	21.3251	22.2967	23.3149	24.3795	25.5024	26.6777	27.9113
	Firefighter/EMT-P or I *	FP5	17.6359	18.4217	19.2478	20.1140	21.0261	21.9842	22.9880	24.0378
	Firefighter/EMT	F05	15.4089	16.1797	16.9902	17.8401	18.7348	19.6747	20.6594	21.6894

**SECTION IV.** All ordinances and parts of ordinances in conflict herewith are repealed.

**SECTION V.** The above salary adjustments are effective October 1, 2020. Employees whose current pay is above their current pay grade shall have their salaries frozen.

**SECTION VI.** That this ordinance be effective from and after its passage and publication according to law.

**SECTION VII.** This ordinance shall be published in pamphlet form by the City Clerk.

**PASSED AND APPROVED THIS 8th DAY OF SEPTEMBER, 2020.**

\_\_\_\_\_  
Scott Getzschman, Mayor

**ATTEST:**

\_\_\_\_\_  
Tyler Ficken, City Clerk

# Staff Report

**TO:** Mayor and City Council  
**FROM:** Jennifer McDuffee, Director of Human Resources  
**DATE:** August 11, 2020  
**SUBJECT:** 2020-2021 Utility Salary Ordinance

---

**Recommendation:** Introduce and hold first reading for Ordinance 5542

---

**Background:**

The approved contract for IBEW provides for a 2.5% increase effective October 1, 2020. Staff recommends a 2.5% increase for all other non-union utility classifications and pay grades.

**Fiscal Impact:**

All costs have been accounted for in the budget.

**ORDINANCE NO. 5542**

An Ordinance of the City of Fremont, Nebraska pertaining to pay plan for officers and employees, repealing Ordinance No. 5501 and all other ordinances and parts of ordinances in conflict herewith; providing for publication in pamphlet form and providing for an effective date.

Be it ordained by the Mayor and City Council of Fremont, Nebraska:

**SECTION I.** That the following schedule of Pay Grades be used for pay purposes in place of those originally stated in all other ordinances and parts of ordinances in conflict herewith are hereby repealed.

**SECTION II.** That the Class Title and Pay Grade of each non union position for the City shall be as follows:

	Job Title	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Non-union Exempt Classifications</b>	Assistant City Administrator - Utilities	40.0	59.3008	62.2692	65.3781	68.6500	72.0847	75.6896	79.4725	83.4401
	Power Plant Superintendent	37.5	52.5202	55.1405	57.9015	60.7960	63.8384	67.0363	70.3895	73.9132
	Director of Finance	35.5	47.6346	50.0182	52.5202	55.1405	57.9015	60.7960	63.8384	67.0363
	City Attorney	35.5	47.6346	50.0182	52.5202	55.1405	57.9015	60.7960	63.8384	67.0363
	Director of Electrical Engineering	33.0	42.1494	44.2517	46.4651	48.7894	51.2322	53.7933	56.4804	59.3008
	Mechanical Engineer	33.0	42.1494	44.2517	46.4651	48.7894	51.2322	53.7933	56.4804	59.3008
	Assistant Power Plant Supt	32.5	41.1501	43.2082	45.3693	47.6346	50.0182	52.5202	55.1405	57.9015
	Water/Wastewater Superintendent	32.5	41.1501	43.2082	45.3693	47.6346	50.0182	52.5202	55.1405	57.9015
	Administrative Services Director	31.5	39.1885	41.1501	43.2082	45.3693	47.6346	50.0182	52.5202	55.1405
	Director of Human Resources	31.5	39.1885	41.1501	43.2082	45.3693	47.6346	50.0182	52.5202	55.1405
	Director of Information Systems	31.5	39.1885	41.1501	43.2082	45.3693	47.6346	50.0182	52.5202	55.1405
	Distribution Superintendent	31.0	38.2260	40.1433	42.1494	44.2517	46.4651	48.7894	51.2322	53.7933
	Gas System Superintendent	30.0	36.4051	38.2260	40.1433	42.1494	44.2517	46.4651	48.7894	51.2322
	Senior Accountant	28.5	33.8512	35.5462	37.3230	39.1885	41.1501	43.2082	45.3693	47.6346
	Wastewater Treatment Superintendent	27.5	32.2450	33.8512	35.5462	37.3230	39.1885	41.1501	43.2082	45.3693
	Network Systems Administrator	27.0	31.4528	33.0222	34.6729	36.4051	38.2260	40.1433	42.1494	44.2517
	Accountant	26.5	30.7125	32.2450	33.8512	35.5462	37.3230	39.1885	41.1501	43.2082
	Water and Sewer Superintendent	26.5	30.7125	32.2450	33.8512	35.5462	37.3230	39.1885	41.1501	43.2082
Safety Manager	25.5	29.2468	30.7125	32.2450	33.8512	35.5462	37.3230	39.1885	41.1501	
Stores Supervisor	25.0	28.5287	29.9577	31.4528	33.0222	34.6729	36.4051	38.2260	40.1433	

	Job Titles	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step7	Step 8
<b>Non Union Hourly</b>	Power Plant Electrical Supervisor	30.5	37.3230	39.1885	41.1501	43.2082	45.3693	47.6346	50.0182	52.5202
	Power Plant Maintenance Supervisor	30.0	36.4051	38.2260	40.1433	42.1494	44.2517	46.4651	48.7894	51.2322
	Power Plant Shift Supervisor	29.5	35.5462	37.3230	39.1885	41.1501	43.2082	45.3693	47.6346	50.0182
	Electric Metering and Service Supervisor	27.5	32.2450	33.8512	35.5462	37.3230	39.1885	41.1501	43.2082	45.3693
	Fuel Handling Supervisor	27.0	31.4528	33.0222	34.6729	36.4051	38.2260	40.1433	42.1494	44.2517
	Line Crew Supervisor	27.0	31.4528	33.0222	34.6729	36.4051	38.2260	40.1433	42.1494	44.2517
	Gas Crew Supervisor	26.5	30.7125	32.2450	33.8512	35.5462	37.3230	39.1885	41.1501	43.2082
	Tree Trimming Supervisor	24.5	27.8552	29.2468	30.7125	32.2450	33.8512	35.5462	37.3230	39.1885
	Water/Sewer Supervisor	24.0	27.1741	28.5287	29.9577	31.4528	33.0222	34.6729	36.4051	38.2260
	Wastewater Supervisor	24.0	27.1741	28.5287	29.9577	31.4528	33.0222	34.6729	36.4051	38.2260
	WWTP Laboratory Technician	22.0	24.6427	25.8789	27.1741	28.5287	29.9577	31.4528	33.0222	34.6729
	Network/PC Technician	21.5	24.0580	25.2569	26.5229	27.8552	29.2468	30.7125	32.2450	33.8512
	Automotive Maintenance Supervisor	21.0	23.4658	24.6427	25.8789	27.1741	28.5287	29.9577	31.4528	33.0222
	Human Resources Technician II	19.0	21.2818	22.3480	23.4658	24.6427	25.8789	27.1741	28.5287	29.9577
	Accounting Associate	18.5	20.7859	21.8223	22.9105	24.0580	25.2569	26.5229	27.8552	29.2468
	Utility Office Associate II (3/4-time)	15.5	17.9507	18.8466	19.7939	20.7859	21.8223	22.9105	24.0580	25.2569
	Accounting Assistant	15.0	17.4992	18.3728	19.2980	20.2678	21.2818	22.3480	23.4658	24.6427
	Custodian- 3/4 time	11.0	14.4051	15.1158	15.8706	16.6704	17.4992	18.3728	19.2980	20.2678

**SECTION III.** That the Class Title and Pay Grade of each union position for the City shall be as follows:

	Job Titles	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step7	Step 8
<b>IBEW Union Classifications</b>	Environmental Engineering Technician	27.5	32.2450	33.8512	35.5462	37.3230	39.1885	41.1501	43.2082	45.3693
	Power Plant Operator III	27.5	32.2450	33.8512	35.5462	37.3230	39.1885	41.1501	43.2082	45.3693
	Power Plant Statistical Technician II	27.5	32.2450	33.8512	35.5462	37.3230	39.1885	41.1501	43.2082	45.3693
	Instrument & Control Technician	27.0	31.4528	33.0222	34.6729	36.4051	38.2260	40.1433	42.1494	44.2517
	Senior Engineering Associate	26.5	30.7125	32.2450	33.8512	35.5462	37.3230	39.1885	41.1501	43.2082
	Environmental Engineering Assistant	26.0	29.9577	31.4528	33.0222	34.6729	36.4051	38.2260	40.1433	42.1494
	Power Plant Operator II	26.0	29.9577	31.4528	33.0222	34.6729	36.4051	38.2260	40.1433	42.1494
	Electrician II	25.5	29.2468	30.7125	32.2450	33.8512	35.5462	37.3230	39.1885	41.1501
	Senior Electrical Technician	25.5	29.2468	30.7125	32.2450	33.8512	35.5462	37.3230	39.1885	41.1501
	Lineworker First Class	25.0	28.5287	29.9577	31.4528	33.0222	34.6729	36.4051	38.2260	40.1433
	Gas Leak Surveyor	24.5	27.8552	29.2468	30.7125	32.2450	33.8512	35.5462	37.3230	39.1885

	Job Titles	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step7	Step 8
<b>IBEW Union Classifications</b>	Gas Service Worker	24.5	27.8552	29.2468	30.7125	32.2450	33.8512	35.5462	37.3230	39.1885
	Measurement Technician	24.5	27.8552	29.2468	30.7125	32.2450	33.8512	35.5462	37.3230	39.1885
	Power Plant Mechanic II	24.5	27.8552	29.2468	30.7125	32.2450	33.8512	35.5462	37.3230	39.1885
	Power Plant Operator I	24.5	27.8552	29.2468	30.7125	32.2450	33.8512	35.5462	37.3230	39.1885
	Gas System Worker/Welder	23.5	26.5229	27.8552	29.2468	30.7125	32.2450	33.8512	35.5462	37.3230
	Power Plant Statistical Technician I	23.0	25.8789	27.1741	28.5287	29.9577	31.4528	33.0222	34.6729	36.4051
	Corrosion Technician/ Drafter	22.5	25.2569	26.5229	27.8552	29.2468	30.7125	32.2450	33.8512	35.5462

Fuel Handler	22.5	25.2569	26.5229	27.8552	29.2468	30.7125	32.2450	33.8512	35.5462
Gas System Worker II	22.5	25.2569	26.5229	27.8552	29.2468	30.7125	32.2450	33.8512	35.5462
Engineering Associate	22.0	24.6427	25.8789	27.1741	28.5287	29.9577	31.4528	33.0222	34.6729
Water Treatment Technician	22.0	24.6427	25.8789	27.1741	28.5287	29.9577	31.4528	33.0222	34.6729
Power Plant Mechanic I	21.5	24.0580	25.2569	26.5229	27.8552	29.2468	30.7125	32.2450	33.8512
Wastewater Plant Mechanic II	21.5	24.0580	25.2569	26.5229	27.8552	29.2468	30.7125	32.2450	33.8512
Lineworker Apprentice	21.0	23.4658	24.6427	25.8789	27.1741	28.5287	29.9577	31.4528	33.0222
Utility Tree Trimmer	21.0	23.4658	24.6427	25.8789	27.1741	28.5287	29.9577	31.4528	33.0222
Electrician I	20.5	22.9105	24.0580	25.2569	26.5229	27.8552	29.2468	30.7125	32.2450
Gas System Worker I	20.5	22.9105	24.0580	25.2569	26.5229	27.8552	29.2468	30.7125	32.2450
Water and Sewer Serviceworker II	20.5	22.9105	24.0580	25.2569	26.5229	27.8552	29.2468	30.7125	32.2450
Utility Equipment Mechanic II	20.0	22.3480	23.4658	24.6427	25.8789	27.1741	28.5287	29.9577	31.4528
Stores Associate	19.0	21.2818	22.3480	23.4658	24.6427	25.8789	27.1741	28.5287	29.9577
Wastewater Plant Mechanic I	19.0	21.2818	22.3480	23.4658	24.6427	25.8789	27.1741	28.5287	29.9577
Utility Equipment Mechanic I	19.0	21.2818	22.3480	23.4658	24.6427	25.8789	27.1741	28.5287	29.9577
Wastewater Plant Operator II	19.0	21.2818	22.3480	23.4658	24.6427	25.8789	27.1741	28.5287	29.9577
Customer Services- Lead	18.5	20.7859	21.8223	22.9105	24.0580	25.2569	26.5229	27.8552	29.2468
Water and Sewer Serviceworker I	18.5	20.7859	21.8223	22.9105	24.0580	25.2569	26.5229	27.8552	29.2468
Utility Maintenance Worker II	16.5	18.8466	19.7939	20.7859	21.8223	22.9105	24.0580	25.2569	26.5229
Wastewater Plant Operator I	16.5	18.8466	19.7939	20.7859	21.8223	22.9105	24.0580	25.2569	26.5229
Customer Billing Assistant	15.5	17.9507	18.8466	19.7939	20.7859	21.8223	22.9105	24.0580	25.2569
Customer Services Associate	15.5	17.9507	18.8466	19.7939	20.7859	21.8223	22.9105	24.0580	25.2569
Utility Office Associate II	15.5	17.9507	18.8466	19.7939	20.7859	21.8223	22.9105	24.0580	25.2569
Utility Worker I	15.0	17.4992	18.3728	19.2980	20.2678	21.2818	22.3480	23.4658	24.6427
Customer Services Assistant	14.5	17.0922	17.9507	18.8466	19.7939	20.7859	21.8223	22.9105	24.0580

Job Titles	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
IBEW Union Classifications	Power Plant Service Worker	14.5	17.0922	17.9507	18.8466	19.7939	20.7859	21.8223	22.9105	24.0580
	Utility Office Associate I	14.0	16.6704	17.4992	18.3728	19.2980	20.2678	21.2818	22.3480	23.4658
	Custodian	11.0	14.4051	15.1158	15.8706	16.6704	17.4992	18.3728	19.2980	20.2678

Class Title	Hourly Wage
Temporary/ Seasonal Utility Worker	9.00 -18.00
Custodian- Part time	9.00 -12.70
Utility & Infrastructure Board Members	\$75/mo

**SECTION IV.** All ordinances and parts of ordinances in conflict herewith are repealed.

**SECTION V.** The above salary adjustments are effective October 1, 2020. Employees whose current pay is above their current pay grade shall have their salaries frozen.

**SECTION VI.** That this ordinance be effective from and after its passage and publication according to law.

**SECTION VII.** This ordinance shall be published in pamphlet form by the City Clerk.

**PASSED AND APPROVED THIS 8th DAY OF SEPTEMBER, 2020.**

\_\_\_\_\_  
Scott Getzschman, Mayor

**ATTEST:**

\_\_\_\_\_  
Tyler Ficken, City Clerk

## STAFF REPORT

TO: City of Fremont Mayor and City Council

FROM: Utilities and Infrastructure Board  
Jeff Shanahan, Power Plant Superintendent

DATE: August 11, 2020

SUBJECT: U8 A Circulating Water Pump Replacement

---

Recommendation: Recommend to City Council to approve resolution 2020-165

---

### **BACKGROUND:**

Unit 8 turbine condenser cooling is supplied water from the cooling tower circulating water system. In 2014 LDW removed circulating water pump 8A and sent in for inspection and repair.

The pump was inspected and found that it was beyond repair. The vendor “patched” the pump and we were told to plan on budgeting a new pump.

LDW staff budgeted a replacement pump in the 5-year capital improvement plan.

As part of the Affordable Clean Energy (ACE) Rule LDW staff researched the circulating water pump system and asked the original equipment supplier for a replacement pump.

On July 27, 2020 LDW received a quote from the original equipment manufacturer JCI Industries the local representative for Byron Jackson Pump for an exact replacement for the existing pump. The quote for the pump is \$362,400 dollars.

This item was discussed at the July 28, 2020 Utilities and Infrastructure Board. Based on discussions with LDW staff, the Utilities and Infrastructure Board voted 4-0 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 sole source purchase order to JCI Industrial Inc. for a Byron Jackson 40 VX circulating water pump replacement in the amount of \$362,400.

**FISCAL IMPACT:** FY 19-20 and 20-21 Budget Expenditure of \$362,400 this item was budgeted in the capital improvement plan

**RESOLUTION NO. 2020-165**

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 and issue a purchase order to JCI Industries for a Byron Jackson 40 VX Circulating Water Pump.

**BE IT RESOLVED**, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board to authorize the City Staff to sign a purchase agreement and issue a sole source purchase order to JCI Industries for a Byron Jackson 40 VX Circulation Water Pump in the amount of \$362,400.

PASSED AND APPROVED THIS 11<sup>th</sup> DAY OF AUGUST, 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: August 11, 2020  
SUBJECT: Northern Natural Gas 2022 West Leg Expansion

---

Recommendation: Approve Resolution Authorizing Staff to sign precedent agreement with Northern Natural Gas for additional capacity.

---

**Background:** On May 29, 2020, Northern Natural Gas (NNG) held an open season for firm throughput service to delivery points located on the West Leg of Northern's Market Area commencing on November 1, 2020. Fremont submitted a preliminary bid of 2,500 Dth/day and was awarded 531 Dth/day in the Generally Available Portion of the open Season. This capacity will be added to Fremont's existing TFX #129932 beginning on 11/1/20 and will be charged at existing Max Tariff Rates.

Fremont was also awarded 1,969 Dth/day in the expansion portion (Welcome South Loop) of the open season at existing Max Tariff Rates + \$.0868 Dth/day. The Contribution in Aid of Construction (CIAC) associated with \$.0868 Dth/day is currently estimated at \$1,258,005 and would be subject to true-up at the end of the project.

Fremont's existing firm capacity (in MMBtu/day) for winter/summer are 19,651 and 13,151 respectively. Fremont has adequate capacity in the summer months. With the recent growth in Fremont, higher gas usage during the winter months, and continued anticipated growth, Fremont needs (and will continue to need) additional capacity during the winter months.

Staff recommends City Council authorize staff to enter into an agreement with NNG for the expansion portion (Welcome South Loop) portion of the open season under the proposed terms.

**Fiscal Impact:** Existing tariff rates are included in the current gas billing. Expansion CAIC will be included in the 2021-2022 FY budget.



August 3, 2020

City of Fremont  
Attention: Brian Newton

Dear Brian,

Thank you for participating in the recent “Open Season for 2020 West Leg Generally Available Capacity” (Open Season). Northern has completed a cost estimate for facilities required to serve the volumes requested by City of Fremont in the Expansion portion of the Open Season. Pursuant to the terms of the Open Season, this notice is being provided because Northern is unable to provide the requested service at Northern’s maximum tariff reservation rates.

The table below shows the volume requested by City of Fremont and the associated reservation rate and term required from City of Fremont to support the facility upgrades necessary to provide the requested service.

POI	Peak Winter MDQ (Dth/day)	Peak Summer MDQ (Dth/day)	Term Start Date	Contract Term	Required Reservation Rate (\$/Dth/day)
Fremont NE #1A (POI 3743)	1,969	1,969	November 1, 2022	10 Years	\$0.4938
	-OR-				
	1,969	0	November 1, 2022	10 Years	\$1.0686

As an alternative to the required reservation rate above, City of Fremont can choose to pay Northern’s tariff rates for TFX service in addition to a contribution in aid of construction (CIAC) of \$1,258,005. The CIAC is based on estimated costs and will be trued up to actual cost upon project completion.

Within 10 calendar days of this email, please provide written notice (by replying to this email) stating whether City of Fremont will continue its participation in the project at the rate and term stated above. If City of Fremont fails to respond, City of Fremont will be deemed to have terminated its participation.

In the event City of Fremont elects to proceed with the project and the rates above increase based on customer participation and associated volumes and the total project scope, Northern will provide a revised notice.

If you have any questions, please call me to discuss.

Sincerely,

Stacy Rosman  
Account Director

**RESOLUTION NO. 2020-166**

**A Resolution of the City Council of the City of Fremont, Nebraska, authorizing Staff to sign an agreement with Northern Natural Gas for additional firm capacity.**

- WHEREAS, Northern Natural Gas solicited bids for firm pipeline capacity; and
- WHEREAS, Northern Natural Gas offered and City agreed to 1,969 Dth/day of winter season pipeline capacity; and
- WHEREAS, 1,969 Dth/day of winter season pipeline capacity will result in an estimated Contribution in Aid of Construction of \$1,258,005 (subject to true-up).

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council authorize Staff to sign an agreement with Northern Natural Gas for 1,969 Dth/day of winter season pipeline capacity at an estimated cost of \$ \$1,258,005.

PASSED AND APPROVED THIS 11<sup>th</sup> DAY OF AUGUST, 2020

\_\_\_\_\_  
Scott Getzschman, Mayor

ATTEST:

\_\_\_\_\_  
Tyler Ficken, City Clerk

## STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tina Walker, Library Director

DATE: August 5, 2020

SUBJECT: Keene Memorial Library Board Appointment

Recommendation: Mandy Ostdiek resigned from the Library Board. Move to approve the recommendation of the Mayor to appoint Amanda Moenning, teacher, to a term on Library Board ending 1-2021, to fulfil Mandy's term.

The library Board met in July and approved the appointment recommendation to the mayor of Amanda Moenning, a local Fremont teacher.

Amanda Moenning Bio: I am interested in serving on the Library Board because the library and education has always been important to my family and me. I am a preschool teacher at Howard Elementary, so I see the importance of books and education at a really early age. Being born and raised in Fremont, the library has been a part of me ever since I was little. I enjoyed checking out books with my parents and now I will do the same thing with my son and family. An area of great interest to me are the children's programs provided by Keene. Thank you for your consideration.

Background: Appointment will be for remaining term.

## STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Kim Koski, Director of Parks & Recreation

DATE: August 11, 2020

SUBJECT: Agreements for use of Christensen Field Soccer Fields.

RECOMMENDATION: Approve Resolution 2020-167.
--

**Background:** Approve Resolution 2020-167 authorizing the Mayor to sign the agreements with the Fremont Soccer Club and Midland University for use of soccer fields at Christensen Field.

**Fiscal Impact:** The Fremont Soccer Club will be charged \$1 per year by the City as the “Operator” and will continue to schedule field usage, coordinate and facilitate youth soccer leagues. Midland University will be charged \$1,500 per year as a user of the soccer fields, payable to the City of Fremont. Both will do their own field preparations for practices and games.

**AGREEMENT**  
Fremont Soccer Club  
Christensen Field Soccer Complex

THIS AGREEMENT is hereby made and entered into this \_\_\_\_\_ day of August, 2020, by and between the City of Fremont, a municipal corporation and existing under the laws of Nebraska, (hereinafter referred to as " City") and Fremont Soccer Club, (hereinafter referred to as "Operator").

IT IS AGREED by and between the parties as follows:

**SECTION 1 GENERAL**

1. **Purpose:** This Agreement specifies the responsibilities and duties of City and Operator, with respect to the use, scheduling, maintenance and management of Soccer Facilities.
2. **Term:** This agreement shall be for a term of three years commencing on August \_\_\_\_\_, 2020 and terminating on August \_\_\_\_\_, 2023. This Agreement may be extended, on the same terms and conditions for an additional two-year term, upon mutual agreement of the parties. Notification of Operator's request for such extension must be furnished to the City in writing at least sixty (60) days prior to the end of the initial term. The City reserves the right to annually review and to increase any of the fees specified in the agreement, up to 3.5% per year, as long as notice is provided to Operator within one hundred-twenty (120) days of the increase.
3. **Facilities:** Christensen Field Soccer Complex (hereinafter referred to as "Facilities").
4. **Property/Facility Control:** The facilities are owned and managed by the City and shall remain throughout the term of this Agreement under the control of the City through its Department of Parks and Recreation, except as otherwise provided herein. However, the Operator shall be allowed use, as specifically provided for in this agreement, of the Facilities, during the times specified herein. The City has the right to reserve the Facilities for events/programs with sufficient notice given to the Operator.
5. **Violation and Termination for Cause:** Operator shall be notified by the City, in writing, of any violation of the terms of this Agreement. Operator shall have forty-five (45) days from the date of notification to cure the violation due to the nature of the repair or work to be performed, a reasonable extension may be authorized upon presentation of proof of delays in the repair or work remaining to be performed. However, the City may instead terminate this Agreement. Provided, that City reserves the right to suspend Operator' s use of the Facilities during the cure period for any violation which the City deems to be a danger to Facilities' users.

**6. Authorization to Create Rules/Regulations and Enforcement:** Operator shall enforce at the Facilities all City rules and regulations governing park property. Operator may propose reasonable additional operational rules and regulations governing the use of the Facilities. Such proposed additional rules and regulations must be submitted annually to the Parks and Recreation Director for review and written approval. If approved, Operator shall enforce additional rules and regulations.

**7. Advertising:** Advertising shall be allowed by the Operator or anyone affiliated with the Operator and Midland University within or upon the Facilities, subject to City approval. The City shall have advertising rights as permitted by City Ordinances.

**8. Improvements:** (a) No permanent alterations, improvements or additions to the Facilities (hereinafter referred to as "Improvements") shall be permitted without the express prior written approval of the City. Financing for such Improvements may be provided by the Operator or others and shall be constructed, installed, and erected in accordance with City procedures, standards and regulations. (b) Operator acknowledges that City is the owner of existing site improvements, unless agreed to in writing by both parties, and shall be the owner of any additional permanent improvements constructed, installed or erected immediately upon such construction, installation, and erection, except temporary alternations, improvements or additions such as job boxes, security equipment and public address systems shall remain the property of the provider and if the provider is not the City, must be removed within thirty (30) days of the expiration of the initial term of this Agreement or of any subsequent two-year extension term.

**9. Insurance:** Operator must procure and maintain in effect during the term of this Agreement, with companies licensed to do business in the State of Nebraska, public liability insurance with minimum, policy limits of \$1,000,000/\$5,000,000 for bodily injury or death and property damage. Said policy shall expressly include City as an additional named insured. A certified copy of the policy or a certificate evidencing the existence thereof shall be delivered to the City Parks and Recreation Director.

**10. Adding Facilities:** Upon mutual agreement of the parties, and amendment of this Agreement, other City facilities may be added to the Facilities covered by this Agreement.

## **SECTION 2 DUTIES, OBLIGATIONS AND RESPONSIBILITIES**

**1. Scheduling Rights:** Operator shall be provided with scheduling rights for the Facilities detailed on this Agreement. Use allows the Operator the opportunity to submit an official request of user dates and times. Submittal of use will be at the discretion of the Director of Parks and Recreation. It is acknowledged and agreed by the parties that once the game, practice, tournament and maintenance needs of Operator and Midland University are met, the Facilities detailed in this Agreement shall be available to serve other user groups or teams (hereinafter "Other Users") and Operator shall not schedule use of the Facilities in order to foreclose use by Other Users.

The Parties further agree that reasonable controls on the usage of the Facilities are required to protect the turf and related playing condition of these Facilities.

Assigning the Facilities to Other User's leagues, teams or associations or for external use shall be the responsibility of Operator for scheduling of unreserved times. The facilities are subject to use by City for city-wide events, provided that City shall provide Operator and Midland University a minimum of three (3) month notice, per field for such uses. Operator is allowed to recover the actual expenditures of extra services required for these events from such Other Users.

**2. Cooperation:** Operator shall cooperate with Midland University and the Parks and Recreation Department with the City of Fremont as extensively as possible. The City of Fremont reserves the right to make all final decisions on any disagreements on use or operations between the Fremont Soccer Club and Midland University.

**3. Compliance:** Operator shall; a) operate and maintain exemplary and model program and comply with all City rules and regulations, b) conform to all existing and applicable City ordinances, resolutions, state laws, federal laws, rules and regulations. Nebraska law will govern the terms and the performance under this agreement.

**4. Reports:** Operator shall submit to the Parks and Recreation Director a list of all members of Operator's Board of Directors, including addresses and phone numbers, and email addresses upon execution of this Agreement and on or before August 1st of any subsequent extension year. Prior to each season, a schedule of all practice and league activities will be submitted to City by Operator. At least sixty (60) days prior to the end of this Agreement, or any subsequent two-year extension term, the Operator shall submit to the Recreation Superintendent by email, in an excel attachment, a report of the year's activities showing the number of games played, number of teams and number of youths participating.

**5. Cooperative Ventures:** The Parties recognize the need for a cooperative relationship and work coordination to insure the public recreational activities conducted at these Facilities are efficiently and effectively provided. Operator agrees to add the Midland University and City Parks and Recreation logos to all Operator's printed materials (ex. Schedules, press releases, etc.) that pertain to the Facilities as well as share a link to the Midland and City Parks and Recreation websites on Operator's website if applicable. Links and printed materials must be approved by the Director of Parks and Recreation.

**6. Access to Restrooms and Fields in Facilities:** Restrooms and fields must be accessible to Midland University and City of Fremont staff at all times and keyed by City of Fremont locks, when available. The City of Fremont will determine the opening/closing of all facilities based on weather/field conditions.

The City of Fremont will provide notice of field closure by 3pm on weekdays and 7:00am

on weekends.

If Operator requests use of restrooms before the second week in April or the Owner deems that the facilities remain closed due to weather, the Operator will be responsible to provide portable restrooms at the Operator expense or Operator will be responsible for all cleaning and maintenance of restroom facilities until the Owner is able to providing cleaning based on subcontractor start date. Owner will provide all toiletries and supplies.

## **7. Responsibility for Maintenance and Repairs**

### **City Maintenance Responsibilities at the Facilities, subject to available funding:**

1. Provide dumpster service.
2. Provide regular mowing of the grass fields, walkways and surrounding areas on an average of once a week or as deemed necessary by Parks Superintendent.
3. Grass trimming around both sides of all field fences and all other trimming with the confines of the field and concessions area.
4. Apply grass seed and fertilizer to fields with irrigation.
5. Provide broadleaf weed control to all fields as time allows one time per year unless Operator is otherwise notified such application will not be provided.
6. Charge and drain the water lines serving the field. Water turn on and shut off will be dependent on weather conditions. Water normally turned on around April 15th and shut off on or around October 15th of each year.
7. Winterize and re-charge the restroom and concession area water lines and fixtures when applicable.
8. Provide all toilet paper and paper towels necessary for Facilities' restrooms.
9. Maintenance/Repairs of the main utility lines serving the field to include the electrical, water and sewer services.
10. Maintenance/Repairs of the access road and parking lot, trail and walkway serving the field.
11. Major maintenance/repairs to the fencing, players' area, and bleachers serving the field.
12. Maintenance/Repairs to the plumbing/electrical services utilized in the restrooms.
13. Provide maintenance for the field irrigation system including head replacement, repair of breaks and valve replacement/repair.
14. Annually charge and drain the irrigation system.
15. Provide major maintenance/repairs to the concession building (roof repairs, HVAC, etc.)
16. Provide keys as determined appropriate by City to Operator.
17. Open and clean restrooms when used for a Citywide Event or by Other Users.
18. Open any locked fields when utilized by Other Users or Citywide Events.

### **Operator Maintenance Responsibilities at the Facilities (soccer):**

1. Setup fields/goals/equipment for use of facility at beginning of season.

2. Take down and store goals/equipment at the end of the season and place in proper storage area.
3. Replenish field marking materials and equipment. It will be the sole responsibility of the Operator to purchase and deliver like-kind material in order to maintain appropriate field conditions in accordance with City standards and expectations.
4. Provide portable restrooms when permanent restrooms are not functioning.
5. Minor maintenance/repairs to the fencing/equipment and players' area serving the field.
6. Maintenance and repair all concession equipment including, but not limited to, ice machine, shelving, refrigerator, etc.
7. Provide minor maintenance repairs to the concession building.
8. Provide regular pickup of trash and materials around the field, players seating areas, parking lots, its bleachers, around the concession stand and deposit it into the City provided dumpster.
9. Provide all scoreboard and/or public address systems, as needed.
10. Open and clean the Facilities when utilized by Operator.
11. Open any unlocked fields when utilized by Operator.

**Other Responsibilities of the Operator:**

1. The Operator will be responsible to organize and administer all registrations and league activity needed to run the Fremont Soccer League.
2. The Operator will select and schedule all coaches, team practices, game times, and scrimmages for Fremont Soccer League to occur on Owner Facilities.
3. The Operator will provide a master schedule of usage of the Facilities, including; practice schedules, game schedule, scrimmages and other related activities to the City Recreation Superintendent a minimum of one month prior to first use of Owner Facilities.

**SECTION 3 PAYMENTS AND FEES**

Operator agrees to pay City for use of Facilities, including Operator's tournaments and special events, \$1.00 , per calendar year, due July 31st of each year. All reservations will be paid to the city in full for reservations provided April through July and August through October.

City agrees not to charge Operator for time when fields cannot be reserved due to field preparation and maintenance activities or to allow turf regeneration. All such, preparation, maintenance and regeneration times will be determined by the City with input from Operator.

The Operator will be allowed to provide maintenance and game prep services to other entities that are scheduled to use the facility and request this service. The Operator will be allowed to charge per game, per day and/or per week fees and will be able to collect and retain all fees to cover their expenses in providing all materials and labor for this service.

## **SECTION 4 ANNUAL FIELD MAINTENANCE PAYMENTS**

Operator shall not be required to pay an Annual Field Maintenance Payment to the City for fields and Facilities included in this Agreement.

## **SECTION 5 MISCELLANEOUS PROVISIONS**

**Non-discrimination:** Operator shall not, in the performance of the Agreement with City, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin.

**Applicable Law:** Parties to this Agreement shall conform to all existing and applicable City ordinances, resolution, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

**Merger:** This contract shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

**Modification:** This Agreement 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 or the respective parties.

**Assignment:** Neither Operator nor city may assign its rights under this Agreement without the express prior written consent of the other.

**Indemnification:** Operator covenants and agrees to indemnify and hold harmless the City of Fremont, its officers, agents and employees, their successors and assigns, individually or collectively from and against all liability for any fines, claims, suits, demands, actions or causes of action of any kind and nature asserted by Operator or by anyone else, for personal injury or death, or property damage in any way arising out of or resulting from any activity or operation of Operator at, in or on the Facilities, in connection with its use of the Facilities or in fulfilling its duties, responsibilities and obligations pursuant to this Agreement and Operator further agrees to pay all expenses in defending against any claims made against City; provided however, that Operator shall not be liable for any injury, damage or loss occasioned by the sole negligence or willful misconduct of the City, its agents or employees. Operator and the city shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

**Independent Contractor:** Any and all acts that Operator or its personnel, employees, agents, contractors, or servants, perform in providing Soccer shall be undertaken as

independent contractors and not as employees of the City. The City and Operator shall each act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither Operator nor its personnel, employees, agents, contractors, or servants shall be entitled to any City benefits. The City shall not provide any insurance coverage to Operator or its employees including, but not limited to, workers' compensation insurance. Operator shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Operator shall have no authority to bind the City by or with any contract or agreement, nor to impose any liability upon the city. All acts and contracts of Operator shall be in its own name and not in the name of the City, unless otherwise provided herein.

**Interest of Operator:** The Operator will covenant that it presently has no interest and shall not acquire any interest, direct or indirect which would conflict with the performance of services required to be performed under this Agreement; it further covenants that, in the performance of this Agreement, no person having such interest shall be employed.

**Termination:** In addition to all other legal remedies available to the City, the City may cancel this agreement should any one or more of the following events occur:

1. If Operator shall file a petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it and it is thereafter adjudicated a bankrupt pursuant to proceedings; or if a court shall take jurisdiction of Operator and its assets pursuant to proceedings brought under the provision of any federal reorganization act; or if a receiver for Operator's assets is appointed; or if Operator shall be divested of its rights, powers and privileges to provide the sport identified herein by other operation of law.
2. If Operator shall fail to perform, keep and observe any of the terms, provisions, covenants and conditions contained herein to be performed, kept and observed by it.
3. If Operator shall abandon and discontinue the provision of this Agreement.
4. If Operator shall fail to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Nebraska, Dodge County, or the City of Fremont.
5. If Operator shall fail to obtain any insurance, performance bond or indemnity required herein or permit any such insurance, performance bond or indemnity to lapse or become void.

**Force Majeure:** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable herein) to the extent said failures or delays are proximately caused an event of Force Majeure. "Force Majeure" is an event beyond the reasonable control of either party which makes the performance impossible or so impractical as reasonable to be considered impossible and includes, but not limited to, Act of god, war, terrorist attack,

riot, civil disorder, earthquake, nuclear accident, fire, explosion, flooding, water levels, or other adverse weather conditions, strikes, or confiscation or any other action by any government which defeats the ability to perform this agreement.

**Acknowledged:**

Dated this \_\_\_\_\_ day of August, 2020

**FREMONT SOCCER CLUB  
OPERATOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated this \_\_\_\_\_ day of August, 2020

**CITY OF FREMONT  
OWNER**

By: \_\_\_\_\_  
Scott Getzschman, Mayor

**AGREEMENT**  
Midland University  
Christensen Field Soccer Complex

THIS AGREEMENT is hereby made and entered into this \_\_\_\_\_ day of August, 2020, by and between the City of Fremont, a municipal corporation and existing under the laws of Nebraska, (hereinafter referred to as " City") and Midland University, (hereinafter referred to as "Midland").

IT IS AGREED by and between the parties as follows:

**SECTION 1 GENERAL**

1. **Purpose:** This Agreement specifies the responsibilities and duties of City and Midland, with respect to the use, scheduling, maintenance and management of Soccer Facilities.
2. **Term:** This agreement shall be for a term of three years commencing on August \_\_\_\_\_, 2020 and terminating on August \_\_\_\_\_, 2023. This Agreement may be extended, on the same terms and conditions for an additional two-year term, upon mutual agreement of the parties. Notification of Midland's request for such extension must be furnished to the City in writing at least sixty (60) days prior to the end of the initial term. The City reserves the right to annually review and to increase any of the fees specified in the agreement, up to 3.5% per year, as long as notice is provided to Midland within one hundred-twenty (120) days of the increase.
3. **Facilities:** Christensen Field Soccer Complex (hereinafter referred to as "Facilities").
4. **Property/Facility Control:** The facilities are owned and managed by the City and shall remain throughout the term of this Agreement under the control of the City through its Department of Parks and Recreation, except as otherwise provided herein. However, Midland shall be allowed use, as specifically provided for in this agreement, of the Facilities, during the times specified herein. The City has the right to reserve the Facilities for events/programs with sufficient notice given to the Midland.
5. **Violation and Termination for Cause:** Midland shall be notified by the City, in writing, of any violation of the terms of this Agreement. Midland shall have forty-five (45) days from the date of notification to cure the violation due to the nature of the repair or work to be performed, a reasonable extension may be authorized upon presentation of proof of delays in the repair or work remaining to be performed. However, the City may instead terminate this Agreement. Provided, that City reserves the right to suspend Midland' s use of the Facilities during the cure period for any violation which the City deems to be a danger to Facilities' users.

**6. Authorization to Create Rules/Regulations and Enforcement:** Midland shall enforce at the Facilities all City rules and regulations governing park property. Midland may propose reasonable additional operational rules and regulations governing the use of the Facilities. Such proposed additional rules and regulations must be submitted annually to the Parks and Recreation Director for review and written approval. If approved, Midland shall enforce additional rules and regulations.

**7. Advertising:** Advertising shall be allowed by the Midland or anyone affiliated with the Midland and Fremont Soccer Club within or upon the Facilities, subject to City approval. The City shall have advertising rights as permitted by City Ordinances.

**8. Improvements:** (a) No permanent alterations, improvements or additions to the Facilities (hereinafter referred to as "Improvements") shall be permitted without the express prior written approval of the City. Financing for such Improvements may be provided by the Midland or others and shall be constructed, installed, and erected in accordance with City procedures, standards and regulations. (b) Midland acknowledges that City is the owner of existing site improvements, unless agreed to in writing by both parties, and shall be the owner of any additional permanent improvements constructed, installed or erected immediately upon such construction, installation, and erection, except temporary alternations, improvements or additions such as job boxes, security equipment and public address systems shall remain the property of the provider and if the provider is not the City, must be removed within thirty (30) days of the expiration of the initial term of this Agreement or of any subsequent two-year extension term.

**9. Insurance:** Midland must procure and maintain in effect during the term of this Agreement, with companies licensed to do business in the State of Nebraska, public liability insurance with minimum, policy limits of \$1,000,000/\$5,000,000 for bodily injury or death and property damage. Said policy shall expressly include City as an additional named insured. A certified copy of the policy or a certificate evidencing the existence thereof shall be delivered to the City Parks and Recreation Director.

**10. Adding Facilities:** Upon mutual agreement of the parties, and amendment of this Agreement, other City facilities may be added to the Facilities covered by this Agreement.

## **SECTION 2 DUTIES, OBLIGATIONS AND RESPONSIBILITIES**

**1. Scheduling Rights:** Midland shall be provided with scheduling rights for the Facilities detailed on this Agreement. Use allows the Midland the opportunity to submit an official request of user dates and times. Submittal of use will be at the discretion of the Director of Parks and Recreation. It is acknowledged and agreed by the parties that once the game, practice, tournament and maintenance needs of the Fremont Soccer Club and Midland are met, the Facilities detailed in this Agreement shall be available to serve other user groups or teams (hereinafter "Other Users") and Midland shall not schedule use of the Facilities in order to foreclose use by Other Users.

The Parties further agree that reasonable controls on the usage of the Facilities are required to protect the turf and related playing condition of these Facilities.

Assigning the Facilities to Other User's leagues, teams or associations or for external use shall be the responsibility of Fremont Soccer Club for scheduling of unreserved times. The facilities are subject to use by City for city-wide events, provided that City shall provide the Fremont Soccer Club and Midland a minimum of three (3) month notice, per field for such uses.

**2. Cooperation:** Midland shall cooperate with the Fremont Soccer Club and the Parks and Recreation Department with the City of Fremont as extensively as possible. The City of Fremont reserves the right to make all final decisions on any disagreements on use or operations between the Fremont Soccer Club and Midland University.

**3. Compliance:** Midland shall; a) operate and maintain exemplary and model program and comply with all City rules and regulations, b) conform to all existing and applicable City ordinances, resolutions, state laws, federal laws, rules and regulations. Nebraska law will govern the terms and the performance under this agreement.

**4. Reports:** Prior to each season, a schedule of all practice and league activities will be submitted to City by Midland. At least sixty (60) days prior to the end of this Agreement, or any subsequent two-year extension term, the Midland shall submit to the Recreation Superintendent by email, in an excel attachment, a report of the year's activities showing the number of games played, number of teams and number of youths participating.

**5. Cooperative Ventures:** The Parties recognize the need for a cooperative relationship and work coordination to insure the public recreational activities conducted at these Facilities are efficiently and effectively provided. Midland agrees to add the Fremont Soccer Club and City Parks and Recreation logos to all Midland's printed materials (ex. Schedules, press releases, etc.) that pertain to the Facilities as well as share a link to the Fremont Soccer Club and City Parks and Recreation websites on Midland's website if applicable. Links and printed materials must be approved by the Director of Parks and Recreation.

**6. Access to Restrooms and Fields in Facilities:** Restrooms and fields must be accessible to Fremont Soccer Club and City of Fremont staff at all times and keyed by City of Fremont locks, when available. The City of Fremont will determine the opening/closing of all facilities based on weather/field conditions.

The City of Fremont will provide notice of field closure by 3pm on weekdays and 7:00am on weekends.

If Midland requests use of restrooms before the second week in April or the Owner deems that the facilities remain closed due to weather, the Midland will be responsible to provide portable restrooms at the Midland expense or Midland will be responsible for

all cleaning and maintenance of restroom facilities until the Owner is able to providing cleaning based on subcontractor start date. Owner will provide all toiletries and supplies.

## **7. Responsibility for Maintenance and Repairs**

### **City Maintenance Responsibilities at the Facilities, subject to available funding:**

1. Provide dumpster service.
2. Provide regular mowing of the grass fields, walkways and surrounding areas on an average of once a week or as deemed necessary by Parks Superintendent.
3. Grass trimming around both sides of all field fences and all other trimming with the confines of the field and concessions area.
4. Apply grass seed and fertilizer to fields with irrigation.
5. Provide broadleaf weed control to all fields as time allows one time per year unless Midland is otherwise notified such application will not be provided.
6. Charge and drain the water lines serving the field. Water turn on and shut off will be dependent on weather conditions. Water normally turned on around April 15th and shut off on or around October 15th of each year.
7. Winterize and re-charge the restroom and concession area water lines and fixtures when applicable.
8. Provide all toilet paper and paper towels necessary for Facilities' restrooms.
9. Maintenance/Repairs of the main utility lines serving the field to include the electrical, water and sewer services.
10. Maintenance/Repairs of the access road and parking lot, trail and walkway serving the field.
11. Major maintenance/repairs to the fencing, players' area, and bleachers serving the field.
12. Maintenance/Repairs to the plumbing/electrical services utilized in the restrooms.
13. Provide maintenance for the field irrigation system including head replacement, repair of breaks and valve replacement/repair.
14. Annually charge and drain the irrigation system.
15. Provide major maintenance/repairs to the concession building (roof repairs, HVAC, etc.)
16. Provide keys as determined appropriate by City to Midland.
17. Open and clean restrooms when used for a Citywide Event or by Other Users.
18. Open any locked fields when utilized by Other Users or Citywide Events.

### **Midland Maintenance Responsibilities at the Facilities (soccer):**

1. Setup fields/goals/equipment for use of facility at beginning of season.
2. Take down and store goals/equipment at the end of the season and place in proper storage area.
3. Replenish field marking materials and equipment. It will be the sole responsibility of the Midland to purchase and deliver like-kind material in order to maintain appropriate field conditions in accordance with City standards and expectations.

4. Provide portable restrooms when permanent restrooms are not functioning.
5. Minor maintenance/repairs to the fencing/equipment and players' area serving the field.
6. Provide regular pickup of trash and materials around the field, players seating areas, parking lots, its bleachers, around the concession stand and deposit it into the City provided dumpster.
7. Provide all scoreboard and/or public address systems, as needed.
8. Open and clean the Facilities when utilized by Midland.
9. Open any unlocked fields when utilized by Midland.

### **SECTION 3 PAYMENTS AND FEES**

Midland agrees to pay City for use of Facilities, including Midland's tournaments and special events, \$1,500, per calendar year, due July 31st of each year. All reservations will be paid to the city in full for reservations provided April through July and August through October.

City agrees not to charge Midland for time when fields cannot be reserved due to field preparation and maintenance activities or to allow turf regeneration. All such, preparation, maintenance and regeneration times will be determined by the City with input from Midland.

The Midland will be allowed to provide maintenance and game prep services to other entities that are scheduled to use the facility and request this service. The Midland will be allowed to charge per game, per day and/or per week fees and will be able to collect and retain all fees to cover their expenses in providing all materials and labor for this service.

### **SECTION 4 ANNUAL FIELD MAINTENANCE PAYMENTS**

Midland shall not be required to pay an Annual Field Maintenance Payment to the City for fields and Facilities included in this Agreement.

### **SECTION 5 MISCELLANEOUS PROVISIONS**

**Non-discrimination:** Midland shall not, in the performance of the Agreement with City, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin.

**Applicable Law:** Parties to this Agreement shall conform to all existing and applicable City ordinances, resolution, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

**Merger:** This contract shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

**Modification:** This Agreement 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 or the respective parties.

**Assignment:** Neither Midland nor city may assign its rights under this Agreement without the express prior written consent of the other.

**Indemnification:** Midland covenants and agrees to indemnify and hold harmless the City of Fremont, its officers, agents and employees, their successors and assigns, individually or collectively from and against all liability for any fines, claims, suits, demands, actions or causes of action of any kind and nature asserted by Midland or by anyone else, for personal injury or death, or property damage in any way arising out of or resulting from any activity or operation of Midland at, in or on the Facilities, in connection with its use of the Facilities or in fulfilling its duties, responsibilities and obligations pursuant to this Agreement and Midland further agrees to pay all expenses in defending against any claims made against City; provided however, that Midland shall not be liable for any injury, damage or loss occasioned by the sole negligence or willful misconduct of the City, its agents or employees. Midland and the city shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

**Independent Contractor:** Any and all acts that Midland or its personnel, employees, agents, contractors, or servants, perform in providing Soccer shall be undertaken as independent contractors and not as employees of the City. The City and Midland shall each act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither Midland nor its personnel, employees, agents, contractors, or servants shall be entitled to any City benefits. The City shall not provide any insurance coverage to Midland or its employees including, but not limited to, workers' compensation insurance. Midland shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Midland shall have no authority to bind the City by or with any contract or agreement, nor to impose any liability upon the city. All acts and contracts of Midland shall be in its own name and not in the name of the City, unless otherwise provided herein.

**Interest of Midland:** The Midland will covenant that it presently has no interest and shall not acquire any interest, direct or indirect which would conflict with the

performance of services required to be performed under this Agreement; it further covenants that, in the performance of this Agreement, no person having such interest shall be employed.

**Termination:** In addition to all other legal remedies available to the City, the City may cancel this agreement should any one or more of the following events occur:

1. If Midland shall file a petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it and it is thereafter adjudicated a bankrupt pursuant to proceedings; or if a court shall take jurisdiction of Midland and its assets pursuant to proceedings brought under the provision of any federal reorganization act; or if a receiver for Midland's assets is appointed; or if Midland shall be divested of its rights, powers and privileges to provide the sport identified herein by other operation of law.
2. If Midland shall fail to perform, keep and observe any of the terms, provisions, covenants and conditions contained herein to be performed, kept and observed by it.
3. If Midland shall abandon and discontinue the provision of this Agreement.
4. If Midland shall fail to abide by all applicable laws, ordinances, rules and regulations of the United States, State of Nebraska, Dodge County, or the City of Fremont.
5. If Midland shall fail to obtain any insurance, performance bond or indemnity required herein or permit any such insurance, performance bond or indemnity to lapse or become void.

**Force Majeure:** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable herein) to the extent said failures or delays are proximately caused an event of Force Majeure. "Force Majeure" is an event beyond the reasonable control of either party which makes the performance impossible or so impractical as reasonable to be considered impossible and includes, but not limited to, Act of god, war, terrorist attack, riot, civil disorder, earthquake, nuclear accident, fire, explosion, flooding, water levels, or other adverse weather conditions, strikes, or confiscation or any other action by any government which defeats the ability to perform this agreement.

**Acknowledged:**

Dated this \_\_\_\_\_ day of August, 2020

**MIDLAND UNIVERSITY  
USER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated this \_\_\_\_\_ day of August, 2020

**CITY OF FREMONT  
OWNER**

By: \_\_\_\_\_  
Scott Getzschman, Mayor

DRAFT

**RESOLUTION NO. 2020-167**

**A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign agreements with the Fremont Soccer Club and Midland University for use of the soccer fields at Christensen Field.**

**WHEREAS**, the City has met with the Fremont Soccer Club and Midland University;  
and,

**WHEREAS**, both have agreed to terms in the agreements of use of the soccer fields are Christensen Field.

**NOW, THEREFORE BE IT RESOLVED**, the City Council of the City of Fremont authorize the Mayor to sign the agreements with the Fremont Soccer Club and Midland University for use of the soccer fields at Christensen Field.

PASSED AND APPROVED THIS 11<sup>th</sup> DAY OF AUGUST, 2020.

---

Scott Getzschman, Mayor

ATTEST:

---

Tyler Ficken, City Clerk

## STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Kim Koski, Director of Parks & Recreation

DATE: August 11, 2020

SUBJECT: Midland University Improvement Plan for Field #5 at Christensen Field Soccer Complex.

RECOMMENDATION: Motion to Approve.
------------------------------------

**Background:** Approve the request of Midland University to make improvements and enhancements to Field #5 at the Christensen Field Soccer Complex.

These improvements and enhancement will not affect the Fremont Soccer Club's use of Field #5. The Fremont Soccer Club and Midland University will work together to schedule practices and games.

**Fiscal Impact:** Midland University has a donor that has committed to funding \$50,000-\$60,000 in improvements and enhancements to Field #5 at the Christensen Field Soccer Complex.

**From:** [Gillespie, Dave](#)  
**To:** [Newton, Brian](#); [Koski, Kim](#)  
**Subject:** Soccer proposition  
**Date:** Tuesday, June 30, 2020 9:48:56 AM

---

Guys,

Would there be any interest in discussing with Midland, partnering with the city to take field #5 out at Christensen and creating a fenced in game field (along with other amenities)? We have a parent willing to make this happen for this fall. We would like to discuss this soon if there is any interest. I have left a phone message with Kim as well. Thanks.-dg

--

Dave Gillespie  
Athletics Director  
Midland University



# Midland University Soccer Stadium

---

# Improvements to Christensen Field #5

---

- 6ft. fencing installed around field including entrance/exit gates/gates for lawn mowing equipment
- Windscreen installed around the fencing
- Backstop installed behind both goals
- Covered permanent benches for home/away teams
- Changing rooms/meeting room space ( phase 2 of project)

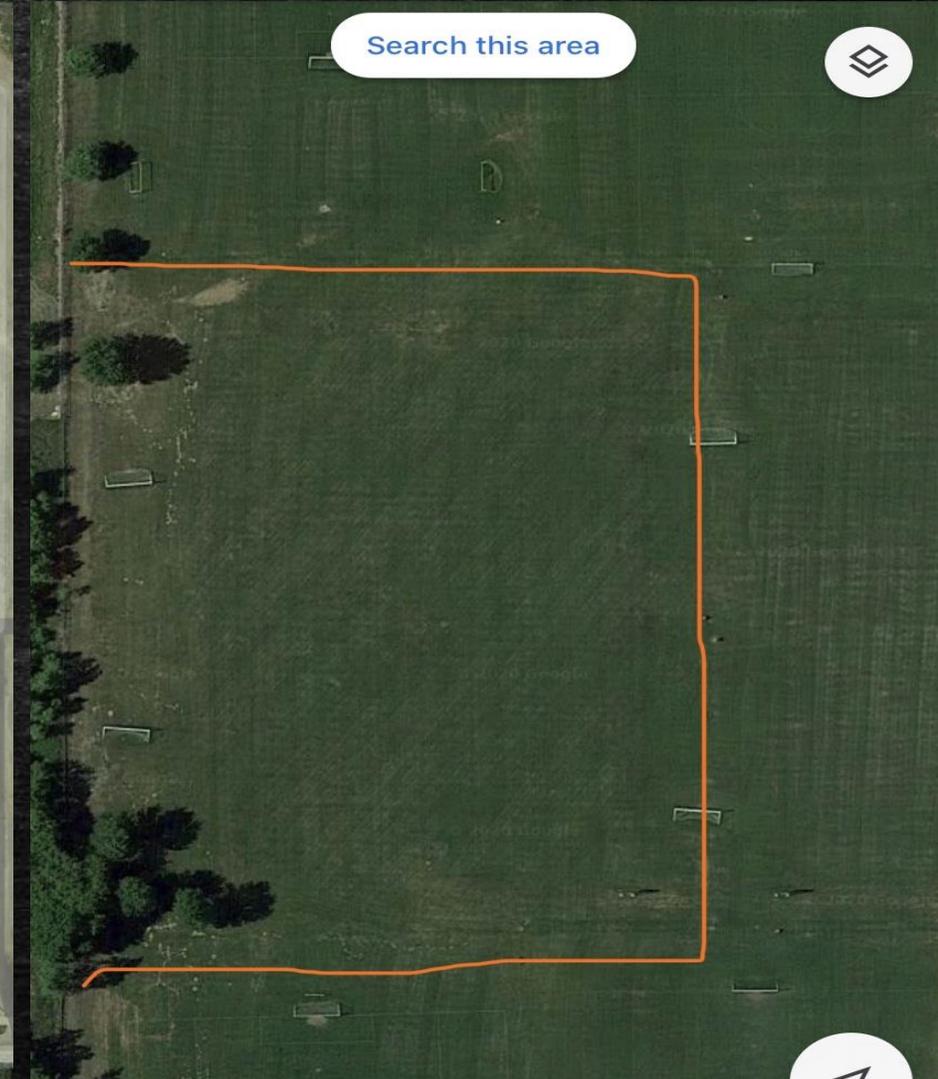
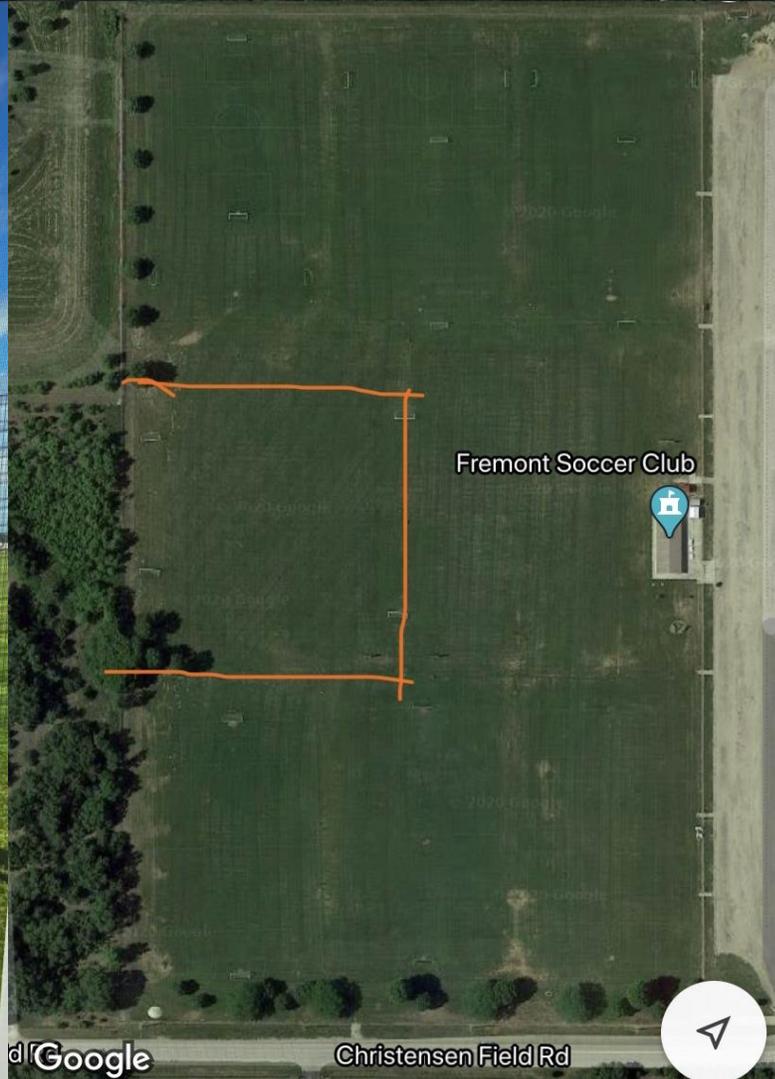
## Midland additions to Field 5

---

- Midland will bring 4 full sized goals from Heedum to field 5
- Midland will also bring 6 mini goals and other equipment to be used on field 5 and for training purposes

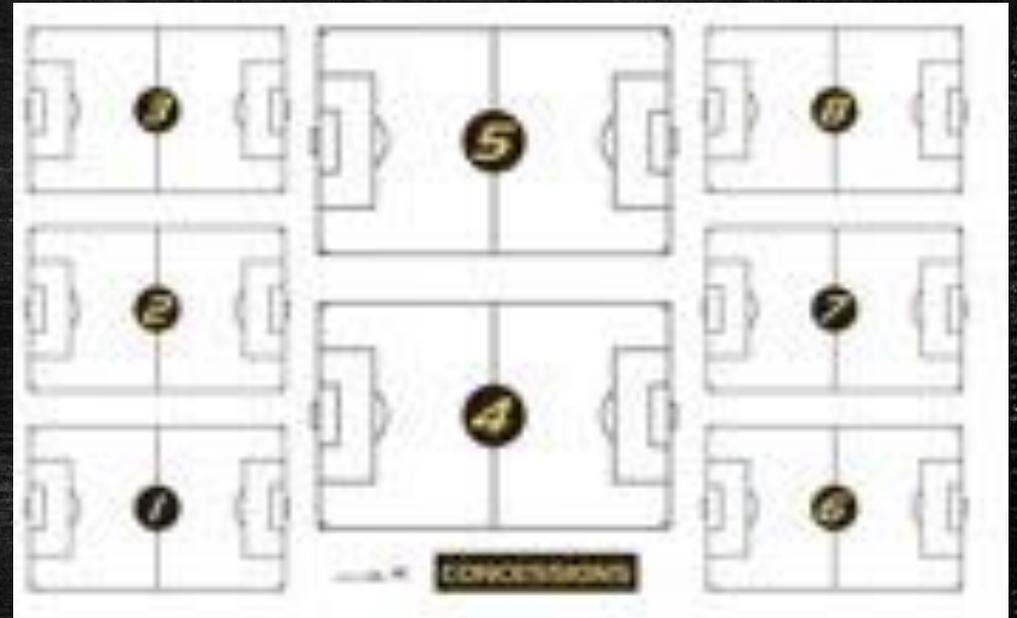
# Fencing

(Please disregard obvious amateur attempt at a rendering)



# Fencing

- By fencing all the way to back of the existing fence we have the open space behind field 5 for any additional structures in phase 2.
- The fencing would be chainlink
- 3 gates would be added to the fencing



# Back Stops

- Back stops would be added behind each goal to prevent the ball from leaving the playing area with a missed shot and improve the appearance of the facility
- Our back stop will have 8 inch posts and will be taller than the demo



# Covered Benches

**Design Sample** (The top has been switched to Navy from black in the drawing)



**Sample Bench** (Actual will not have wheels and will be placed in ground for protection)



# Wind Screen



- The windscreen will surround the area with Midland Soccer banners as well as team accomplishments throughout the years
- This will be for both the Mens and Womens programs



# Bleachers



Could these two sets of bleachers be moved back in the fenced area from the months of August-November annually?

Wind Screen could be added to the top of these bleachers for that time as well for enhanced appearance of stadium.

# Practice Space

- Midland would like to use field 3 & 4 for practice space daily from 3:30-5:15 free of charge for the upgrades
- Fields 3&4 must be regulation sized throughout the year 115x75

# Future considerations/additions

---

- Future Press box to be added for better filming/streaming capabilities.
- A structure with 3-4 changing rooms to be placed behind field 5 for Home (Men/Women) and Away teams
- ( Could we possibly combine the top 2 points into 1 structure?)
- The total donation to the new facility exceeds \$50,000.00 in improvements. ( A breakdown can be provided if needed)

7-23-20



Fremont Soccer Club



FREMONT SOCCER CLUB  
CONCEPT PLAN  
1"=60'