

City of Fremont, Nebraska, is inviting you to a Zoom webinar.  
When: September 8, 2020 7:00 PM Central Time (US and Canada)  
Topic: September 8, 2020 City Council Meeting

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**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**

**REGULAR CITY COUNCIL MEETING AGENDA**  
**September 08, 2020 - 7:00 PM**  
**City Council Chambers 400 East Military, Fremont NE**

**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 September 8, 2020 Regular Meeting

**NEW BUSINESS:**

2. Motion to Approve Howard Court Subdivision Agreement

**PUBLIC HEARINGS:**

3. Resolution 2020-168 of the City Council of the City of Fremont, Nebraska, to approve the Howard Court Final Plat on property legally described as Lot 3, Morningside Industrial Park

**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.

4. Motion to approve August 26, 2020 through September 8, 2020 claims and authorize checks to be drawn on the proper accounts
5. Dispense with and approve August 25, 2020 City Council Meeting Minutes and August 31, 2020 Special City Council Meeting Minutes
6. Motion to authorize construction of an activity shed in Clemmons Park for community use
7. Resolution 2020-185 to authorize staff to execute a contract with JEO Consulting for the design of, and engineering services for, the permanent repairs to the Fremont, Farmland and Railroad Levee

- [8.](#) Resolution 2020-186 to authorize staff to execute a contract with JEO Consulting for the design of, and engineering services for, extending the Fremont, Farmland and Railroad Levee
- [9.](#) Resolution 2020-187 to approve awarding contract for “Home Demolition – 2020” to S2 Roloffs, LLC. (Residential properties near Keene Memorial Library)
- [10.](#) Council Member Ellis item - Resolution 2020-188 approving the request of Fremont Downtown Development Group to close a City Parking Lot, and two streets for Historic Downtown Fremont Fall Festival

**UNFINISHED BUSINESS:** Requires individual associated action

- [11.](#) Ordinance 5541 to revise government salary pay plan (final reading)
- [12.](#) Ordinance 5542 to revise utility salary pay plan (final reading)

**NEW BUSINESS:** Requires individual associated action

13. Receive Animal Control Citizen Advisory Board Monthly Report
- [14.](#) Resolution 2020-178 to renew and extend a three-year insurance coverage commitment with the League Association of Risk Management (LARM) for the City’s property and liability insurance coverage for its 2020-2021 renewal
- [15.](#) Resolution 2020-179 approving Lottie Mitchell, Grant Coordinator, as Authorized Representative and Jody Sanders, Director of Finance, as the Fiscal Officer and authorizing the Mayor sign the Financial Commitment Letter for the Hazard Mitigation Grant Program – Elevation Project
- [16.](#) Resolution 2020-180 authorizing the City to issue a purchase order to Sourcewell for a Rosenbauer Fire Engine from Rosenbauer Minnesota, LLC
- [17.](#) Motion(s) to: 1) approve amendments to the “Articles of Incorporation” and “Bylaws” of the League of Nebraska Municipalities by voting “for” Proposed Actions 1, 2 and 3 on the attached “Regular Member Ballot”; 2) authorize the Mayor to sign the “Regular Member Ballot”; and 3) return both pages of the “Regular Member Ballot” to the League by no later than 5 p.m. CT, Oct. 1, 2020
- [18.](#) Resolution 2020-181 to approve the placement of a Subdivision Monument Sign at the entrance to Sunridge Subdivision at Military Avenue and Sunridge Lane
- [19.](#) Receive Traffic Committee Report for August 2020
  - A. Resolution 2020-182 authorizing placement of a 2 Hour Parking Zone Sign at 235-239 West 6th Street
  - B. Resolution 2020-183 authorizing placement of a No Parking Zone Sign on on the South side of Jackson Street between “H” Street and Broad Street

- [20.](#) Resolution 2020-184 calling for the closing the railroad crossing located at Hills Farm road BNSF crossing, railroad milepost 27.90, and authorizing Mayor to sign Highway-Rail Grade Crossing Agreement
- [21.](#) Ordinance 5543 to vacate Studley Road right of way from the East right of way line Platte Avenue, to the right of way line of Yager Road (consider request to suspend rules and hold final reading)

Agenda posted at the Municipal Building on September 2, 2020 and online at [www.fremontne.gov](http://www.fremontne.gov). Agenda distributed to the Mayor and City Council on September 2, 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.

## **ADJOURNMENT**

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

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

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

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

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

# STAFF REPORT

TO: Honorable Mayor and City Council  
FROM: Jennifer Dam, Planning Director  
DATE: September 8, 2020  
SUBJECT: Howard Court Subdivision Agreement

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**Recommendation:** Motion to Approve Howard Court Subdivision Agreement

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## **Background:**

Attached is the subdivision agreement for the Howard Court Addition final plat.

The agreement stipulates the responsibilities of the Developer and the City for the review, cost of and installation of infrastructure.

This is a standard agreement between the City and developers.

In essence, the agreement states:

- The City shall review and approves public improvement plans that are prepared for by the developer's engineer.
- The developer is required to record any necessary easements.
- A 25 foot landscape buffer with a 6' privacy fence and 3 trees and 8 shrubs per 100 feet will be provided along the west property line as well as the east property line abutting the residential use.
- The developer is required to receive all necessary permits and approvals from any governmental entity prior to commencing work.
- The City agrees to pay the cost of oversizing any streets and oversizing public improvements.
- The City will construct the electric power system, the developer will pay \$750 per single family residence, duplex or townhome.
- The developer will reimburse the City for the cost of public street lighting.
- The developer will construct and pay for the cost of the water distribution system
- The City will construct and pay for the Natural Gas system.
- The developer will construct and pay for the storm sewer and sanitary sewer systems.
- The developer will pay for, construct and install fire hydrants.

**Fiscal Impact:** The City will bear the costs of oversizing streets, infrastructure, 50% of the cost of street signs and the future maintenance of the public facilities.

## HOWARD COURT ADDITION SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT (hereinafter referred to as "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between RD Leasing, LLC, a Nebraska limited liability company (hereinafter referred to as "Developer") and the City of Fremont, a Nebraska municipal corporation (hereinafter referred to as "City").

### RECITALS:

Developer owns and intends to develop a parcel of land legally described in the Final Plat Legal Description, attached as Exhibit "A", which area is fully within City's zoning and platting jurisdiction; and

Developer desires to provide for the construction, installation, and location of certain improvements within the "Development Area", as defined in Section 1; and

Developer and City desire to agree on the method of installation and the allocation of expenses for the "Public Improvements", as defined in Section 1; and

City and Developer desire to set forth in this Agreement their respective understandings and agreements with regard to the development of the Development Area.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OF THE PROMISES HEREIN CONTAINED, IT IS MUTUALLY AGREED THAT THE FOLLOWING TERMS SHALL GOVERN:**

### SECTION 1 DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

- A. "**Cost(s)**" of each Private Improvement or Public Improvement shall mean all construction costs, intersection costs, engineering fees, design fees, attorneys' fees, inspection fees, testing expenses, publication costs, financing costs (which shall include interest), and all other related or miscellaneous costs or expenses incurred by Developer and/or City in connection with said Private Improvements or Public Improvements.
- B. "**Dedicated Street(s)**" shall mean those public streets, including curbing and turn lanes, to be constructed, modified, or improved within: (1) that portion of the Development Area designated as "dedicated right-of-ways" in Exhibit "A", and (2) any other areas to be dedicated as right-of-ways pursuant to any future replat(s) of the Development Area. This definition shall not be construed to obligate Developer to dedicate any additional public right-of-ways beyond what is explicitly

depicted in Exhibit “A” nor shall it obligate Developer to replat any portion of the Development Area in the future.

- C. **“Development Area”** shall mean the real property situated within the area identified or depicted in Exhibit “A” and all dedicated rights-of-way.
- D. **“Final Plat”** shall mean the final plan of the Howard Court Addition plat, subdivision, or dedication of land prepared for filing or recording, at the Developer’s expense, in accordance with applicable regulations, a copy of which final plat is attached hereto as Exhibit “A”.
- E. **“Lead Agency”** shall mean the entity, or entities, responsible for designing, preparing plans for, bidding, installing, or constructing the “Public Improvements”, as defined in this Section, or, alternatively, responsible for engaging a qualified contractor or subcontractor to perform such responsibilities. In the event one entity designs a particular Public Improvement and another entity constructs or installs said Public Improvement, both entities shall be considered Lead Agencies for the purposes of this Agreement.
- F. **“Party”**, when capitalized, shall mean City or Developer, individually, and **“Parties”**, when capitalized, shall mean City and Developer, collectively.
- G. **“Private Improvement(s)”** shall mean those improvements or betterments required by Developer, or otherwise undertaken by Developer, on, to, or otherwise benefiting the Development Area other than those improvements identified as Public Improvements in Section 1(H).
- H. **“Public Improvement(s)”** shall mean:
  - (1) All installations, modifications, or improvements of Dedicated Streets and improvements constructed and installed within the boundaries of the Development;
  - (2) All stormwater detention facilities;
  - (3) All fire hydrants;
  - (4) All Dedicated Street signage and traffic control signage required by, and meeting the standards of, the “Manual of Uniform Traffic Control Devices” but only if first approved in writing by City’s Public Works Department and only if located at a Dedicated Street intersection or related to the Development Area;
  - (5) All “Sanitary and Wastewater Sewers” to be constructed and installed within the boundaries of the Development Area or other areas specifically approved by the City. Sanitary and Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes, and related appurtenances, as shown on the plans and drawings in Exhibit “B”;

- (6) The “Water Distribution System” to be constructed and installed within the boundaries of the Development Area or other areas specifically approved by the City as shown on the plans and drawings in Exhibit “B”;
- (7) All “Storm Sewers” to be constructed within the boundaries of the Development Area or within other areas specifically approved by the City, including all necessary storm sewers, inlets, manholes, lines, pipes, and related appurtenances; as shown on the plans and drawings in Exhibit “B”;
- (8) The electrical utility lines, public street lighting, and other devices or facilities to be constructed and installed by the City within the boundaries of the Development Area (the “Electric Power System”). The Electric Power System shall include all electrical utility lines and other devices (defined in Section 4.A.(1) below) so constructed and installed for the benefit of the Development Area.
- (9) The natural gas main lines and other devices or facilities to be constructed and installed by the City within the boundaries of the Development Area (the “Natural Gas System”). The Natural Gas System shall include all natural gas main lines and other devices so constructed and installed for the benefit of the Development Area.

## **SECTION 2 STANDARDS, AUTHORITY, AND DOCUMENTATION**

- A. Standards for Private Improvements and Public Improvements. In the event that Developer is the Lead Agency for a Public Improvement and for all Private Improvements, Developer shall cause all such Private Improvements and Public Improvements undertaken by Developer, its agents, contractors, or subcontractors to be constructed and installed in accordance with the terms and conditions of this Agreement and all applicable laws.
- B. Prior to Commencing Work on the Public Improvements. Prior to commencing any work in connection with any individual Public Improvement for which Developer is the Lead Agency or is responsible to construct, Developer shall first:
  - (1) Obtain initial approval from City, as applicable, for the specifications and technical terms of any other agreement(s) or plan(s) for, or relating to, the construction or installation of said individual Public Improvement(s) prior to Developer’s execution of any such agreement(s) or plan(s). Once Developer obtains approval from City, as applicable, Developer shall deliver to the City Clerk duly executed copies of any agreement(s) or plan(s) for work required for, or otherwise entered into, in connection with said individual Public Improvement. Such agreement(s) or plan(s) shall include, but not be limited to, any required bonds, insurance certifications, and all plans for said individual Public Improvement(s). Any such agreement(s) or plan(s) shall include details

describing the manner and means of any additional connections required by or for Public Improvement(s), as applicable, prepared by Developer's engineer;

- (2) Obtain and file of record any permanent easements reasonably required by City, as applicable, for said individual Public Improvement. Public Improvements which may invoke this requirement may include, but are not limited to, sanitary and wastewater sewer lines, storm sewer, water, electric and natural gas lines, and post-construction stormwater management facilities, including all appurtenances, as reasonably determined by the City Engineer. Said easements shall be prepared by Developer and filed in a form satisfactory to the City. Developer shall provide a copy of such recorded easements to the City Clerk;
  - (3) Obtain general liability insurance and performance bonds, cash escrow or letter of credit equivalent to the total construction costs for said individual Public Improvement, and provide a copy of such general liability insurance and performance bonds to the City Clerk; and
  - (4) Obtain final approval from City and other entities, as applicable, for the construction and installation of said individual Public Improvement and obtain all necessary agreements, permits, and approvals related to the same and provide proof of such final approval from such entities other than City, as applicable, to the City Clerk.
- C. No Recourse against City. Any contract(s) entered into by Developer for the construction or installation of any Public Improvement(s) shall provide that the contractor or subcontractor constructing or installing said Public Improvement(s) shall have no recourse against City for any Costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the Cost for said Public Improvement(s), construction oversight of said Public Improvement(s), the design or preparation of plans and specifications for said Public Improvement(s), or the construction of said Public Improvement(s).
- D. All Necessary Agreements, Permits, and Approvals. Prior to commencing any work within any public right-of-way for any Public Improvement for which Developer is Lead Agency or responsible to construct, excluding sidewalks and trails, Developer shall enter into all necessary right-of-way agreements and obtain all necessary permits and approvals from the requisite governmental entities exercising authority over said right-of-ways. In the event City requests copies of any such agreements, permits, or approvals, Developer shall provide said copies to City in a timely manner.
- E. City Review and Approval. Developer shall submit to City all plans, designs, and materials for the Public Improvements for which the Developer is the Lead Agency

or responsible to construct for review prior to the construction of the Public Improvements to ensure the same will meet City's requirements. City may require Developer, at Developer's sole cost and expense, to modify said plans, designs, and materials to ensure compliance with City requirements.

- F. As a result of any violation of this Subdivision Agreement, City shall have the authority, after first giving ten (10) days written notice to Developer, to discontinue the issuance of building and/or sewer or water connection permits for the Development Area, until such time as the violations are corrected.
- G. No building permits shall be issued until after the substantial completion of all required Public Improvements, or as otherwise authorized by City.

### **SECTION 3 REPRESENTATIONS AND ACKNOWLEDGEMENTS**

A. Developer Representations and Acknowledgments. Developer represents and warrants to City as follows:

- (1) Developer is a limited liability company that is duly authorized to transact business under the laws of the State of Nebraska.
- (2) Developer is the owner of record of the Development Area and possesses the rights and authority necessary to make decisions affecting the Development Area.
- (3) Developer has full power and authority to enter into, deliver, and perform its obligations under this Agreement and each of the documents related hereto.
- (4) Developer has taken all necessary action to authorize Developer's execution, delivery of, and performance under this Agreement, and as such, this Agreement constitutes Developer's valid and binding obligation, enforceable against Developer in accordance with its terms.
- (5) Subject to the terms and provisions of this Agreement, specifically including, but not limited to, Section 5(R), Developer agrees to reasonably cooperate with City, as applicable, for the timely and orderly installation of the Public Improvements as required under the terms of this Agreement, or any other agreement with a third party for the construction and installation of a Public Improvement, as applicable, following the execution of this Agreement and submittal of required documents.
- (6) Developer shall comply with the terms of this Agreement, and the provisions of any agreement submitted to City pursuant to this Agreement in relation to the Public Improvements, which agreements shall not be assigned without prior written approval from City; provided, however, that Developer shall be permitted to assign such agreements to an affiliated entity.

- (7) Developer shall comply with performance and maintenance securities requirements specified in Subsection 11-315.06.G of the City of Fremont, Nebraska Municipal Code ("Code") and as otherwise required by applicable law. Developer shall cause City to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by Developer, or any other person, (whether or not required by this Agreement) in connection with the construction, installation, or operation of any Public Improvement for which Developer will be the Lead Agency or responsible to construct.
- (8) Developer shall ensure that all documents, contracts, and instruments prepared or entered into by or on behalf of Developer, its agents, contractors, or subcontractors pursuant to the terms of this Agreement, shall, in all material respects, be fully authorized, valid, binding, and enforceable in accordance with their terms.
- (9) Developer shall cause all delinquent personal property and real estate taxes and assessments levied on the Development Area to be paid prior to City's signature of the Final Plat.

B. City Representations and Acknowledgments. City represents and warrants to Developer as follows:

- (1) City agrees to reasonably cooperate with Developer, its agents, contractors, and subcontractors for the timely and orderly installation of the Public Improvements following the execution of this Agreement and submittal of required documents.
- (2) City shall pay the Cost for any oversizing of Dedicated Streets (above those sizes listed in Table 11-713.02.01 of the Fremont Unified Development Code) and any oversizing of Public Improvements, if any, approved and authorized by the City.
- (3) City represents and warrants that Developer shall have no responsibility for any costs for future improvements to Dedicated Streets so long as the Dedicated Streets are constructed to City specifications. Neither City nor any of its officers, agents, or employees:
  - i. Is acting as attorney, architect, engineer, or otherwise in the interest or on behalf of Developer in furtherance of this Agreement; or
  - ii. Owes any duty to Developer or any other person because of any action City or Developer has undertaken, or in the future will undertake in furtherance of this Agreement, including any City inspection or City approval of any matter related to the same.

- iii. Except for damages or claims resulting solely from the negligence or malfeasance of City or any of its officers, agents, or employees, shall be liable to any person as a result of any act undertaken by City or Developer to date, or at any time in the future in furtherance of this Agreement, and except as set forth above in this subsection iii, to the maximum extent permitted by law, Developer hereby waives for itself, its employees, agents, and assigns any such right, remedy, or recourse it may have against City, its officers, agents, or employees, and in no event shall City or any of its officers, agents, or employees be liable for consequential, incidental or indirect damages.

#### **SECTION 4 APPORTIONMENT OF COSTS, CONSTRUCTION OF IMPROVEMENTS AND RESPONSIBILITIES**

A. Apportionment of Costs and Construction of Private Improvements and Public Improvements. Developer, at its sole cost and expense, shall be responsible for constructing and privately financing and paying for the Cost of all Private Improvements. The Parties shall be responsible for the construction and Cost of the Public Improvements as follows:

- (1) Electric Power System. City shall be responsible to construct and pay the cost, except as provided for herein, of an Electric Power System within the Development Area. The City shall construct, own, operate and maintain all electric distribution lines, including service lines to the buildings constructed in the Development Area. Developer shall pay the City \$24,500 to extend three-phase underground primary electric service to the Development Area. Each lot will be responsible for a connection fee, the cost for primary electric conduit, and applicable secondary service fees, on a lot-by-lot basis, as individual connection requests are received by the City.

Street Lights: The Developer shall reimburse City for the Cost of the public street lighting at the applicable fixture rates per the existing utility fee schedule along all Dedicated Streets per City specifications. Upon completion of the public street lighting, City shall invoice such Cost, and Developer shall pay such invoice within thirty (30) days after City sends such invoice.

- (2) Water Distribution System. There shall be no fees assessed for connection to the City water system. Developer shall be the Lead Agency and shall be responsible to construct and pay for the cost of a water main system as designed by a licensed engineer (the "Water Distribution System"). The Water Distribution System will be designed to serve all lots within the Development Area and shall be sized as specified in the plans and drawings in Exhibit "B". Each lot will be responsible for a meter fee, tap fee and inspection fee for water service lines, on a lot-by-lot basis as

individual connection requests are received by the City. Upon completion of the Water Distribution System and after having passed all necessary chemical and pressure testing requirements, Developer shall, at no cost to the City, transfer by warranty bill of sale, ownership of the Water Distribution System to the City for operation and maintenance.

- (3) Natural Gas System. City shall be responsible to construct and pay for the Cost of the construction of a Natural Gas System and individual service lines that serve each platted lot inside the Development Area. The City shall construct, own, operate, and maintain all main gas lines and secondary lines up to each metering point in the Development Area. Each lot will be responsible for a connection fee, on a lot-by-lot basis, as individual connection requests are received by the City.
- (4) Sanitary and Wastewater Sewers and Storm Sewers. There shall be no fees assessed for connection to the City sanitary sewer system. Developer shall be the Lead Agency and shall be responsible to construct and pay the Cost of the construction of sanitary and wastewater sewers and storm sewers designed by a licensed engineer in accordance with City specifications. The sanitary and wastewater sewer system and storm sewers shall be designed to serve all lots within the Development Area and shall be sized as specified in the plans and drawings in Exhibit "B". Each lot will be responsible for a tap fee and inspection fee for sanitary service lines, on a lot-by-lot basis as individual connection requests are received by the City. Upon completion of the sanitary and wastewater sewer system and storm sewers and after having passed all testing requirements, Developer shall, at no cost to the City, transfer by warranty bill of sale ownership of the sanitary and wastewater system and storm sewers to City for operation and maintenance.
- (5) Dedicated Streets and Other Streets. Developer shall be the Lead Agency and shall be responsible to construct all Dedicated Streets within the Development Area, as recommended by a traffic study. Developer shall pay for the Cost of the Dedicated Streets; provided, however, that the City shall pay for the Cost of the intersection returns and extra pavement in the cul-de-sac, as shown on Exhibit "C". The Developer shall invoice City for said cost, and City shall pay such invoice within sixty (60) days after City receives such invoice.
- (6) Sidewalks. Developer shall be responsible to cause the construction of the Cost of sidewalks along both sides of all public streets, at no cost to the City. Developer shall cause the provision of dropped curbs for ADA ramps at all intersections with sidewalks within the Development Area at no cost to the City.
- (7) Dedicated Street Signage and Traffic Controls. Developer shall be responsible to construct and initially pay the entire Cost of any Dedicated

Street signage, traffic control or signals required, if any. Upon completion of the Public Improvements, Developer shall invoice City for its 50% share of such Cost, and City shall pay such invoice within sixty (60) days after City receives such invoice, it being the understanding that the costs of the Public Improvements enumerated in this Subsection (7) shall be equally divided between the Developer and the City.

- (8) Construction Stormwater Management. Developer, its successors, or assigns shall be responsible for stormwater management during construction of Public Improvements per City requirements, as applicable.
- (9) Stormwater Detention Facilities. Developer shall be the Lead Agency and shall be responsible to construct and pay for the Cost of stormwater detention facilities, as applicable. The City shall own and maintain all stormwater detention facilities, as applicable.
- (10) Fire Hydrants. Pursuant to the Code, Developer shall be the Lead Agency and shall be responsible to construct, install and pay for the construction and installation Costs of fire hydrants for the protection of the Development Area. City requires that the Developer furnish and install Mueller A423 fire hydrants with a direct bury 5 ¼' or vertical shoe riser and control valves. The location of the hydrants must be approved by City.

B. Other Developer Responsibilities.

- (1) Review Fee. To cover engineering, legal and other miscellaneous expenses incurred by City in connection with City's review of plans and specifications in connection with the construction of certain Public Improvements, Developer shall pay City a one-time fee of \$1,000 prior to City's approval of the plans and specifications for Public Improvements.
- (2) Grading. The Developer shall pay for the Cost of all grading of the Development Area, including all right-of-ways per the approved Grading and Drainage Plan shown in Exhibit "B".
- (3) Entrance Signs. Developer shall be responsible to construct, install and pay for the Cost of entrance signs or related fixtures and any median landscaping and related fixtures, if any. Plans for such proposed improvements that are to be located in public right-of-ways and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements. Entrance signs shall be owned and maintained by the Developer or its assignee.
- (4) No Wells. Developer shall not design, construct, install, or expand any potable wells or potable well components within the Development Area (except wells for de-watering for construction of Public Improvements) without obtaining

City's approval, as required by Code. Furthermore, Developer shall remove all wells and well system components existing within the Development Area at the time of this Agreement's execution prior to making a connection to the Water Distribution System. Developer shall obtain all requisite approvals from City and the State of Nebraska necessary to comply with this provision.

- (5) No Septic Systems. Developer shall remove all septic systems, septic system components, and other onsite sewage retention systems existing within the Development Area at the time of this Agreement's execution prior to making a connection to the Sanitary and Wastewater Sewer. Developer shall obtain all requisite approvals from City and State of Nebraska necessary to comply with this provision.
- (6) Subsequent Replatting. In the event Developer wishes to replat any portion of the Development Area, such replat must be approved in accordance with Uniform Development Code ("Code"). If City approves such replat(s), such approval shall be contingent upon, but not limited to, Developer dedicating and filing of record all permanent easements necessary to provide additional access to the subdivided lots. All such easements must meet City's approval prior to dedication.
- (7) Easements/Dedicated Right-of-Way. Developer shall be responsible for granting easements and dedicated right-of-ways to the City and memorializing such easements and dedicated right-of-ways on the Final Plat, as contemplated herein. All such instruments shall include a prescription outlining the rights, terms, and maintenance responsibilities of the corresponding easements.
- (8) Plat. Developer shall file or record the Final Plat with Dodge County and provide City with three executed paper copies and with a digital file in CAD/GIS format.
- (9) Compliance with Laws, Statutes, and Ordinances. Developer, in performing its obligations under this Agreement, shall comply with all applicable federal, state, and local laws. The terms of this provision shall apply equally to Developer and any third party leasing any portion of the Development Area from Developer, and any party working for or on behalf of Developer.
- (10) Landscaping and Bufferyard. Developer or Developer's assignee shall construct a 25 foot bufferyard on the western boundary line of the Development Area, including a privacy fence not less than 6 feet in height and 3 trees and 8 shrubs for every 100 feet or fraction thereof of property line. In the event that the real estate located immediately east of Lot 1 ("Lot 1") and the south fifty-five (55) feet of Lot 2 ("Lot 2") in Howard Court Addition is being used for residential purposes at the time of development of Lot 1 and Lot 2, Developer or Developer's assignee shall construct a 25 foot bufferyard on the

eastern boundary line of Lot 1 and the eastern boundary line of the south fifty-five feet of Lot 2, including a privacy fence not less than 6 feet in height and 3 trees and 8 shrubs for every 100 feet or fraction thereof of property line. Redeveloper may assign its obligation to construct said bufferyards to the purchaser(s) of such lots without the prior written consent of the City.

## **SECTION 5 MISCELLANEOUS**

- A. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.
  
- B. Agreement Binding. The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the property described in the attached Exhibit "A". Every time the phrase "successors or assigns", or similar language, is used throughout this Agreement, it is to be attributed the same meaning as provided in this "Agreement Binding" provision. No special meaning shall be attributed to any instance herein in which the name of a Party is used without the phrase "successors and assigns" following immediately thereafter, unless expressly stated otherwise.
  
- C. Termination of Agreement. This Agreement shall not be terminated except by: (1) written notice of termination by Developer to City, to be effective upon City's receipt of the notice of termination, but only so long as no construction or installation of any of the Public Improvements or Private Improvements has yet commenced, or (2) written agreement between Developer and City in the event any construction or installation of any of the Public Improvements or Private Improvements has commenced and all such Public Improvements or Private Improvements have been fully completed and paid for pursuant to the terms of this Agreement. In the event the construction or installation of any of the Public Improvements or Private Improvements has commenced, Developer shall be required by City to complete the applicable Public Improvements and Private Improvements to a reasonable point of termination, as determined by City, to ensure the Development Area does not negatively impact public health, safety, and welfare. Notwithstanding the foregoing, City may suspend its performance under this Agreement upon the recurrence of any breach or default upon which City has given a notice to Developer specifying such breach or default ("Notice to Cure") in the preceding one hundred eighty (180) days. City shall have no obligation to resume performance under this Agreement until such time as Developer has remedied the default specified in the Notice to Cure. Developer's obligation to complete Public Improvements and Private Improvements that have commenced prior to termination of this Agreement to a reasonable point of termination, as determined by City, shall survive the expiration or termination of this Agreement.

- D. Indemnity. Developer agrees to defend, indemnify, and hold City and its respective employees, agents, and assigns (each, a “City Indemnitee”) harmless from and against any and all responsibility, claims, liability, obligation, judgments, actions, loss, damage, or injury of any nature whatsoever arising from any act or omission constituting a breach of duty of the Developer in connection with the Final Plat, this Agreement, Development Area, and development, including payment of reasonable attorney’s fees; provided, that City must notify Developer in writing of the facts or underlying circumstances giving rise to an indemnification claim hereunder within two (2) years of the date that such City Indemnitee first obtains knowledge of such facts or circumstances giving rise to such claim.
- E. Assignment. Developer may not assign all or any portion of this Agreement nor delegate any of its obligations hereunder without the express prior written consent of City, which consent shall not be unreasonably withheld; provided, however, that Developer shall be permitted to assign this Agreement to an affiliated entity without the prior written consent of the City.
- F. No Waiver of Regulations. Nothing herein shall be construed to imply any waiver of any provision of the Code.
- G. No Continuing Waivers. A waiver by any Party of any default, breach, or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach, or failure.
- H. Severability. In the event that any provision of this Agreement proves to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provisions of this Agreement, thus such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.
- I. Governing Law. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law, except to the extent such provisions may be superseded by applicable federal law, in which case the latter shall apply.
- J. Forum Selection and Personal Jurisdiction. Any dispute arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the courts located in Dodge County, Nebraska. Accordingly, the Parties agree to exclusive personal jurisdiction in the courts located in Dodge County, Nebraska.
- K. Entire Agreement. This Agreement and all exhibits and documents attached or referenced herein, which are hereby incorporated and specifically made a part of this Agreement by this reference, express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior



- O. Non-Discrimination. In the performance of this Agreement, the Parties, their agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over any such matter.
- P. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define or limit the scope of any section.
- Q. Approval of Final Plat. Developer acknowledges that City's approval of the Final Plat, passed and approved by the Fremont City Council on September 8, 2020, by Resolution No. 2020-168 is specifically subject to and conditioned on Developer's execution and compliance with this Agreement.
- R. No Obligation to Construct or Operate. It is expressly agreed that nothing contained in this Agreement shall be construed as an obligation, either expressed or implied, incumbent upon Developer to: (1) commence the construction of any Public Improvement (2) commence the operation of a business, or (3) thereafter continuously operate a business on the Development Area. City recognizes and agrees that Developer may, at Developer's sole discretion, elect not to develop the Development Area or, if developed, cease the operation of its business on the Development Area. If Developer does not develop the Development Area pursuant to this Agreement or ceases operation of the Development Area, City shall have the right to vacate the Final Plat and/or terminate this Agreement pursuant to the termination provisions provided for in this Agreement.
- S. Compliance Letter. At any time, and from time to time, Developer may deliver written notice to City requesting that City provide a written Compliance Letter which provides that, to the knowledge of City: (1) this Agreement is in full force and effect and a binding obligation of the Parties, (2) this Agreement has not been amended, or if amended, the resolution number of each amendment, and (3) City has not notified Developer of a violation in relation to this Agreement, or, if a notification of violation has been provided to Developer, a brief description of said notification. The City Administrator, or his or her designee, shall be authorized to execute, on behalf of City, any Compliance Letter requested by Developer, which complies with this Section. City acknowledges that a Compliance Letter may be provided to transferees or successors in interest to Developer or to a mortgagee or beneficiary under a deed of trust holding an interest in the Development Area. City reserves the right to modify or amend any such Compliance Letter issued by City in the event City's knowledge regarding the contents of such letter changes to an extent that the representations contained therein are no longer accurate.
- T. Term. The Developer shall install all Public Improvements that it is responsible to construct, within four (4) years after the signing of this Agreement. The City Engineer may approve any extension of this time period.

U. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one executed instrument.

*(Signatures on following pages.)*

ATTEST:

CITY:  
City of Fremont, a Nebraska municipal corporation

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

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

DEVELOPER:  
RD Leasing, LLC, a Nebraska limited liability company

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

\_\_\_\_\_  
Name:

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

STATE OF NEBRASKA    ) ss.  
COUNTY OF DODGE     )

Before me, a notary public, in and for said county and state, personally came \_\_\_\_\_, of RD Leasing, LLC, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of said company.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2020

---

Notary Public

**EXHIBIT "A"**

**Final Plat**

(Attach)

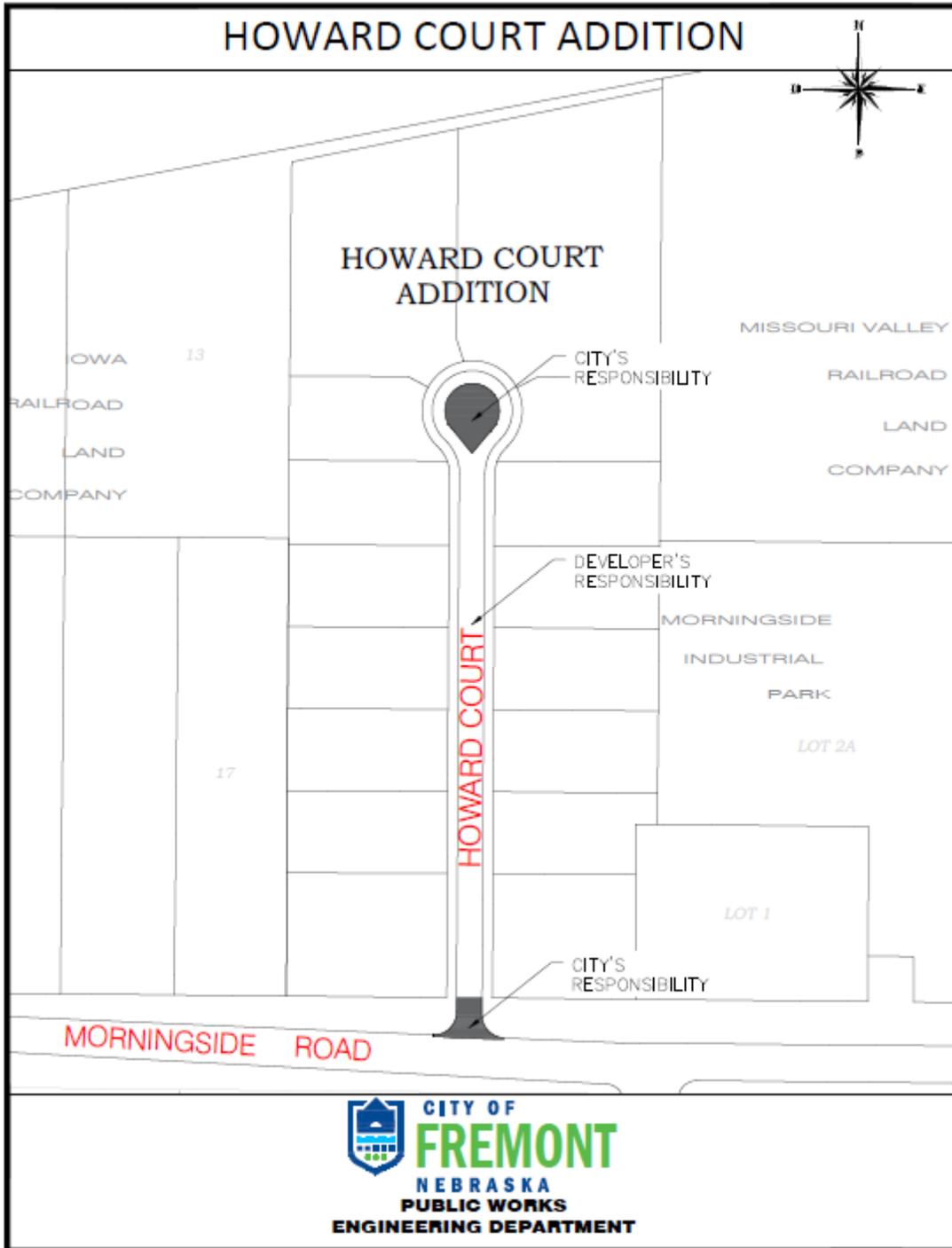
**EXHIBIT "B"**

**Public Improvement Plans**

(Attach)

**EXHIBIT "C"**

**Intersection Returns and Extra Cul-De-Sac Pavement**



4820-6939-5655, v. 1



0' 30' 60' 120'  
SCALE: 1" = 60'

**LEGEND:**

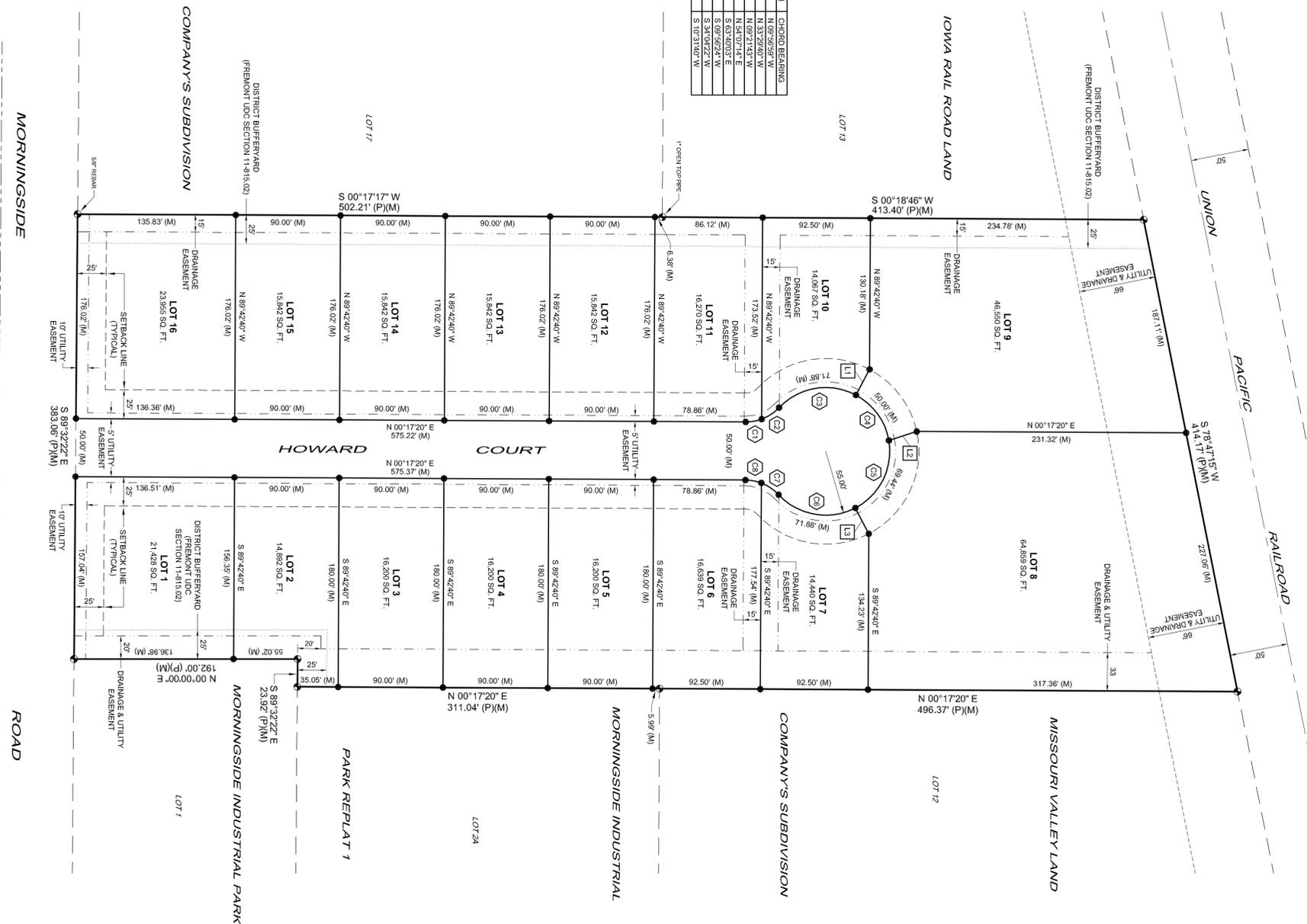
- MONUMENT FOUND
  - COMPUTED POSITION (NOT SET)
  - BEARING
  - (M) BEAR DISTANCE
  - (P) PLAT DISTANCE - MORNINGSIDE INDUSTRIAL PARK
1. ALL BEARINGS ARE ASSUMED TO BE TRUE UNLESS NOTED OTHERWISE.
  2. ALL MONUMENTS SET ARE 3/4" X 24" REBAR WITH A PLASTIC CAP STAMPED "LS 498 UNLESS NOTED OTHERWISE."
  3. ALL MONUMENTS SET ARE 3/4" X 24" REBAR WITH A PLASTIC CAP STAMPED "LS 499 UNLESS NOTED OTHERWISE."

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 61°52'23" W	25.00' (M)
L2	N 17°59'23" W	25.17' (M)
L3	N 82°39'04" E	25.00' (M)

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	39.00' (M)	13.94' (M)	13.86' (M)	N 09°42'40" W
C2	29.00' (M)	18.11' (M)	17.95' (M)	N 33°28'40" W
C3	55.00' (M)	50.00' (M)	48.97' (M)	N 54°07'14" E
C4	55.00' (M)	68.44' (M)	64.82' (M)	S 63°40'03" E
C5	55.00' (M)	71.88' (M)	66.87' (M)	S 09°56'24" W
C6	39.00' (M)	18.11' (M)	17.95' (M)	S 34°04'22" W
C7	39.00' (M)	13.94' (M)	13.86' (M)	S 10°31'40" W



**FINAL PLAT**  
**HOWARD COURT ADDITION**

A REPLAT OF LOT 3, MORNINGSIDE INDUSTRIAL PARK  
SECTION 24, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH P.M.  
CITY OF FREMONT, DODGE COUNTY, NEBRASKA

**DEDICATION:**  
KNOW ALL MEN BY THESE PRESENTS, THAT R.D. LEASING, LLC BEING THE OWNER AND PROPRIETOR OF THE PROPERTY DESCRIBED WITHIN THE PERIMETER DESCRIPTION AND EMBRACED AND HEREBY HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL PUBLIC USE A STREET TO BE KNOWN AS "HOWARD COURT" AT THE LOCATION AND TO THE WIDTHS SHOWN ON THIS PLAT. SAID OWNER FURTHER GRANTS PERPETUAL EASEMENTS, AT THE LOCATIONS AND TO THE WIDTHS SHOWN ON THIS PLAT, TO THE CITY OF FREMONT, ANY PUBLIC OR PRIVATE UTILITY COMPANY, AND FOR THE USE OF ADJUTING PROPERTY OWNERS, FOR THE SOLE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF UTILITY LINES AND PIPES AND DRAINAGE FACILITIES, NO PERMANENT BUILDINGS OR REMAINING WALLS SHALL BE PLACED IN THE ABOVE DESCRIBED EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED. SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF THEIR PROPERTY, AS SHOWN ON THIS PLAT.

**RYAN S. HOOPS, MEMBER**  
R.D. LEASING, LLC

**DANIEL R. HOOPS, MEMBER**  
R.D. LEASING, LLC

**NOTARY:**  
STATE OF NEBRASKA  
COUNTY OF \_\_\_\_\_  
SS \_\_\_\_\_  
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME BY RYAN S. HOOPS AND DANIEL R. HOOPS, MEMBERS OF R.D. LEASING, LLC, WHO HEREBY ACKNOWLEDGES THE SIGNING OF SAID DEDICATION TO BE HIS VOLUNTARY ACT AND DEED THIS \_\_\_\_ DAY OF \_\_\_\_\_.

**PERIMETER DESCRIPTION:**  
All of Lot 3, MorningSide Industrial Park, to the City of Fremont, Dodge County, Nebraska.

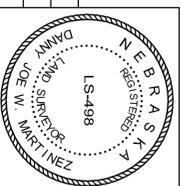
**CITY OF FREMONT PLANNING COMMISSION APPROVAL:**  
THIS PLAT OF "HOWARD COURT ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF FREMONT PLANNING COMMISSION, AND IS HEREBY TRANSMITTED TO THE CITY COUNCIL OF FREMONT, NEBRASKA, WITH THE RECOMMENDATION THAT THIS PLAT BE APPROVED AS PROPOSED.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_  
CITY OF FREMONT PLANNING COMMISSION:  
CHAIRPERSON \_\_\_\_\_  
CITY OF FREMONT PLANNING DIRECTOR \_\_\_\_\_

**FREMONT CITY COUNCIL APPROVAL:**  
THIS PLAT OF "HOWARD COURT ADDITION" WAS APPROVED AND ACCEPTED BY THE FREMONT CITY COUNCIL, DODGE COUNTY, NEBRASKA.

THIS \_\_\_\_ DAY OF \_\_\_\_\_  
MAYOR \_\_\_\_\_  
CITY CLERK \_\_\_\_\_

**SURVEYOR'S CERTIFICATION:**  
I, DANNY JOE W. MARTINEZ, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF FREMONT PLANNING COMMISSION AND THE CITY OF FREMONT, NEBRASKA, AND THAT THE PLAT IS IN ACCORDANCE WITH THE NEBRASKA SURVEYING ACT AND ALL APPLICABLE RULES AND REGULATIONS. ALL MONUMENTS HAVE BEEN FOUND OR ESTABLISHED AT ALL LOCATIONS SHOWN ON THIS PLAT.

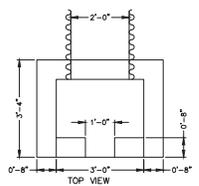
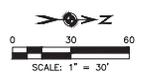
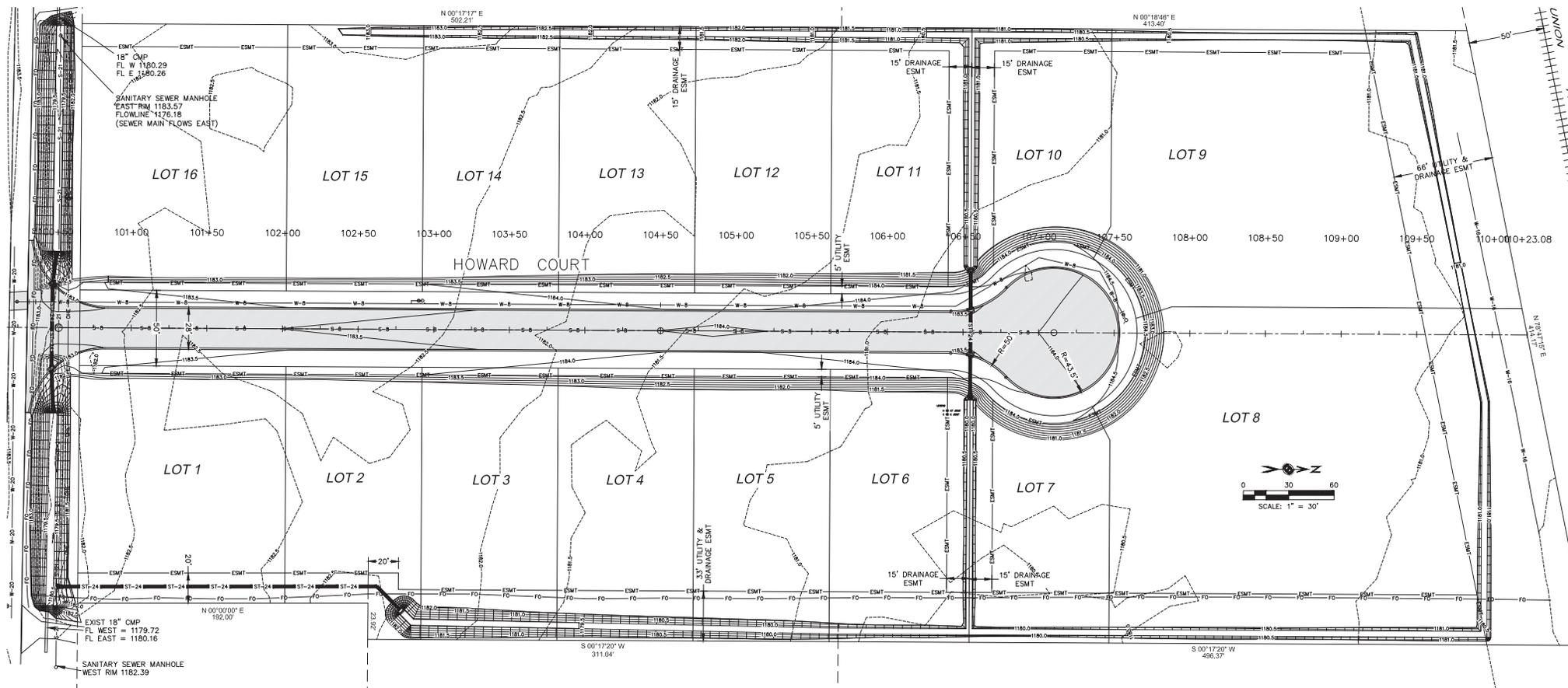


Client:	R.D. Leasing, LLC
Date:	09/01/2020
Scale:	1" = 60'
Sheet:	1 of 1
Project:	082-2017
Drawing File:	05-FR-Howard Court Addition-Final Plat.dwg
Issue No.:	3

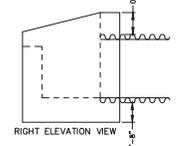
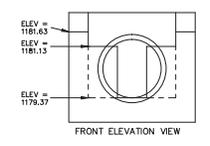
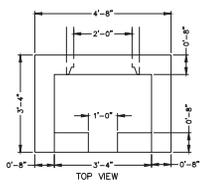
**FINAL PLAT**  
**HOWARD COURT ADDITION**

A REPLAT OF LOT 3, MORNINGSIDE INDUSTRIAL PARK  
SECTION 24, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH P.M.  
CITY OF FREMONT, DODGE COUNTY, NEBRASKA

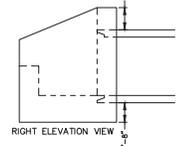
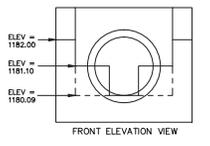
**APEX**  
**LAND SURVEYING, LLC**  
Danny Martinez, RLS  
125 N. Clamar Ave., Fremont, Nebraska 68025  
(402) 720-9339 Office / Mobile  
danm.surveying@gmail.com



**WEIR STRUCTURE NOTES:**  
 1. STRUCTURES SHALL BE CAST IN PLACE. CONCRETE SHALL BE NDOT 47B.  
 2. REINFORCE WALLS AND FOOTINGS WITH MATS OF #4 REBARS, 8" C-C BOTH WAYS. MATS SHALL BE CENTERED AND EXTEND 10" WITHIN 3" OF EDGES. THERE SHALL BE REBARS ON ALL SIDES OF PIPES.  
 3. OVERGRADE AND INSTALL 12" OF CRUSHED ROCK BASE COMPACTED TO 90% STANDARD PROCTOR DENSITY UNDER STRUCTURE. PAD SHALL EXTEND 12" BEYOND OUTSIDE OF FOOTINGS.



**WEIR STRUCTURE 1.3**  
 SCALE: 1" = 2'-0"



**WEIR STRUCTURE 3.4**  
 SCALE: 1" = 2'-0"

**GRADING LEGEND**  
 --- ORIGINAL CONTOUR  
 ——— FINAL CONTOUR

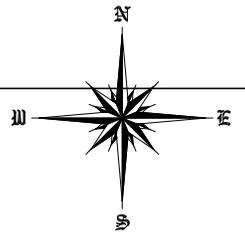
DRAFT

HOWARD COURT ADDITION  
 TO THE CITY OF FREMONT  
 DODGE COUNTY, NEBRASKA

IMPROVEMENTS PLAN  
 STREET AND DITCH GRADING PLAN

Draft: 11/20/2024  
 432 E. 14th Ave, Suite 101  
 Fremont, NE 68005-1835  
 Phone: 402.726.5017  
**Dodd, Engineering & Surveying LLC**

# HOWARD COURT ADDITION



## HOWARD COURT ADDITION

MISSOURI VALLEY

RAILROAD

LAND

COMPANY

OWA 13

RAILROAD

LAND

COMPANY

CITY'S  
RESPONSIBILITY

DEVELOPER'S  
RESPONSIBILITY

MORNINGSIDE

INDUSTRIAL

PARK

LOT 2A

17

HOWARD COURT

LOT 1

CITY'S  
RESPONSIBILITY

MORNINGSIDE ROAD



CITY OF  
**FREMONT**

NEBRASKA

**PUBLIC WORKS  
ENGINEERING DEPARTMENT**

## STAFF REPORT

TO: Honorable Mayor and City Council  
FROM: Jennifer L. Dam, Planning Director  
DATE: September 8, 2020  
SUBJECT: Howard Court Subdivision Final Plat

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**Recommendation:** Approve Resolution 2020-168 contingent upon approval of the subdivision agreement, revising the setbacks to show the landscape buffer area on the west side of the layout, and receiving grading and Municipal Separate Storm Sewer (MS4) permits prior to commencing grading.

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**Background:**

The Planning Commission held a public hearing on this item on August 17, 2020 and voted 9-0 to recommend approval.

The City Council held this over for public hearing so that it could be held at the same time as the subdivision agreement.

The proposed final plat is consistent with the preliminary plat.

The property is located at the northwest corner of Morningside Road and Howard Street. It is zoned LI, Light Industrial.

To the north are railroad tracks then property owned by Gavilon Grain that is zoned General Industrial. The property that is adjacent on the east at the southeast edge is developed with a house and is zoned LI, Light Industrial. The remaining property on the east is zoned GI, General Industrial. The property south of Morningside is zoned AR, Auto and UR, Urban Residential. It is developed with single family residential, a large vacant lot and multi-family residential. The property to the west is zoned R, rural and is developed with residential acreages.

The comprehensive plan designates the north side of Morningside for future industrial uses.

The lots exceed the minimum lot size and lot width requirements in the LI zoning district.

Sidewalks and landscaping are required at the time of building permit.

A "Type C" bufferyard, consisting of a 25-foot buffer with 3 trees and 10 shrubs (8 if there is a fence or berm) is required along the west side of the subdivision. The bufferyard landscaping is typically installed at the time of building permits, before the certificate of occupancy is granted. That ensures that the plant materials are not damaged during the construction process.

The developer has revised the easements and has shown sidewalks on the preliminary plat.

The plat has been revised to show the area of the landscape buffer along the west length of the property as well as the east side by the house, provided it is used as a residence at the time of development. Landscaping is also addressed in the subdivision agreement.

The proposal meets the other requirements of 11-706 of the UDC.

A grading permit and MS4 permit are required prior to commencing grading.

**Fiscal Impact:** The proposal will add 16 commercial/industrial lots to the tax base once the TIF expires.



0' 30' 60' 120'  
SCALE: 1" = 60'

**LEGEND:**

- MONUMENT FOUND
- COMPUTED POSITION (NOT SET)
- (M) BEER DISTANCE
- (P) PLAT DISTANCE - MORNINGSIDE INDUSTRIAL PARK

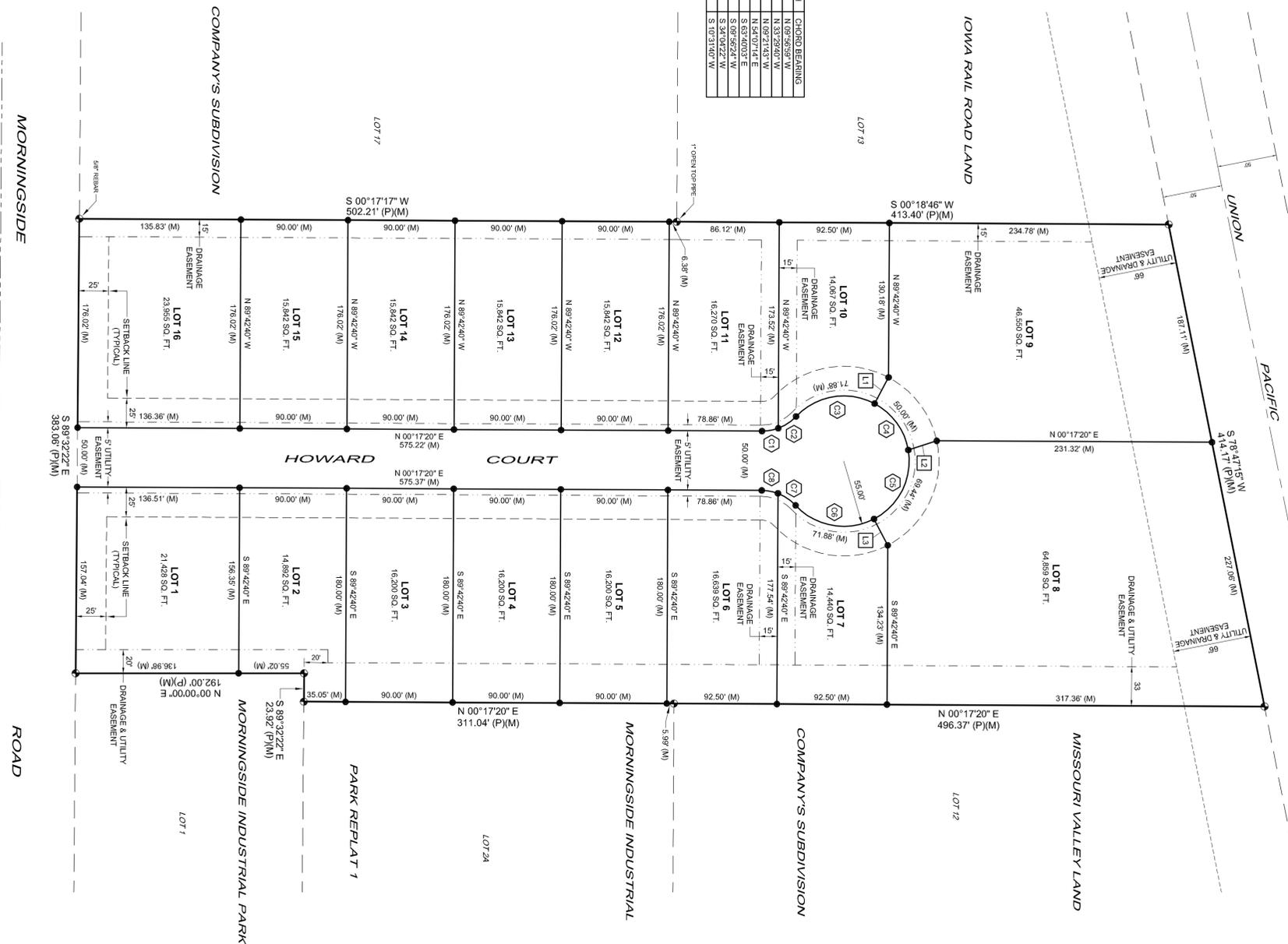
1. ALL BEERINGS ARE ASSUMED
2. ALL MONUMENTS ARE ASSUMED A 3/4" BEAR WITH A PLASTIC CAP
3. ALL MONUMENTS SET ARE A 3/4" X 24" BEAR WITH A PLASTIC CAP
4. STAMPED 15.486 UNLESS NOTED OTHERWISE
5. STAMPED 15.486 UNLESS NOTED OTHERWISE

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 61°52'23" W	25.07' (M)
L2	N 17°59'23" W	25.17' (M)
L3	N 82°39'04" E	25.07' (M)

**CURVE TABLE**

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C7	39.00' (M)	13.94' (M)	13.86' (M)	S 10°31'40" W



Issue No.	Date	Description	Issue No.	Date	Description
1	07/10/2020	Final Plat Submittal - Issue 1			

**FINAL PLAT**  
**HOWARD COURT ADDITION**

A REPLAT OF LOT 3, MORNINGSIDE INDUSTRIAL PARK  
SECTION 24, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH P.M.  
CITY OF FREMONT, DODGE COUNTY, NEBRASKA

**DEDICATION:**  
KNOW ALL MEN BY THESE PRESENTS, THAT R.D. LEASING, LLC BEING THE OWNER AND PROPRIETOR OF THE PROPERTY DESCRIBED WITHIN THE PERIMETER DESCRIPTION AND EMBRACED AND HEREBY HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL PUBLIC USE A STREET TO BE KNOWN AS "HOWARD COURT" AT THE LOCATION AND TO THE WIDTHS SHOWN ON THIS PLAT. SAID OWNER FURTHER GRANTS PERPETUAL EASEMENTS, AT THE LOCATIONS AND TO THE WIDTHS SHOWN ON THIS PLAT, TO THE CITY OF FREMONT, ANY PUBLIC OR PRIVATE UTILITY COMPANY, AND FOR THE USE OF ADJUTING PROPERTY OWNERS, FOR THE SOLE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF UTILITY LINES AND PIPES AND DRAINAGE FACILITIES, NO PERMANENT BUILDINGS OR REMAINING WALLS SHALL BE PLACED IN THE ABOVE DESCRIBED EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED. SAID OWNER HEREBY RATIFIES AND APPROVES OF THE DISPOSITION OF THEIR PROPERTY, AS SHOWN ON THIS PLAT.

RYAN S. HOOPS, MEMBER  
R.D. LEASING, LLC  
  
DANIEL R. HOOPS, MEMBER  
R.D. LEASING, LLC

**PERIMETER DESCRIPTION:**  
All of Lot 3, Morningside Industrial Park, to the City of Fremont, Dodge County, Nebraska.

**CITY OF FREMONT PLANNING COMMISSION APPROVAL:**  
THIS PLAT OF "HOWARD COURT ADDITION" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF FREMONT PLANNING COMMISSION, AND IS HEREBY TRANSMITTED TO THE CITY COUNCIL OF FREMONT, NEBRASKA, WITH THE RECOMMENDATION THAT THIS PLAT BE APPROVED AS PROPOSED.  
DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
CITY OF FREMONT PLANNING COMMISSION:

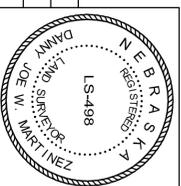
CHAIRPERSON \_\_\_\_\_  
CITY OF FREMONT PLANNING DIRECTOR \_\_\_\_\_

**FREMONT CITY COUNCIL APPROVAL:**  
THIS PLAT OF "HOWARD COURT ADDITION" WAS APPROVED AND ACCEPTED BY THE FREMONT CITY COUNCIL, DODGE COUNTY, NEBRASKA.  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

MAYOR \_\_\_\_\_  
CITY CLERK \_\_\_\_\_

**NOTARY:**  
STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ } SS  
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME BY RYAN S. HOOPS AND DANIEL R. HOOPS, MEMBERS OF R.D. LEASING, LLC, WHO HEREBY ACKNOWLEDGES THE SIGNING OF SAID DEDICATION TO BE HIS VOLUNTARY ACT AND DEED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

**SURVEYOR'S CERTIFICATION:**  
I, DANNY JOE W. MARTINEZ, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THE HOWARD COURT ADDITION HAS BEEN SURVEYED BY ME OR UNDER MY SUPERVISION AND THAT THE MONUMENTS SHOWN ON THIS PLAT WERE EITHER SET BY ME OR UNDER MY SUPERVISION AND THAT ALL MONUMENTS HAVE BEEN FOUND OR ESTABLISHED AT ALL LOCATIONS SHOWN ON THIS PLAT.



Client:	R.D. Leasing, LLC
Date:	07/10/2020
Scale:	1" = 60'
Sheet:	1 of 1

**FINAL PLAT**  
**HOWARD COURT ADDITION**

A REPLAT OF LOT 3, MORNINGSIDE INDUSTRIAL PARK  
SECTION 24, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH P.M.  
CITY OF FREMONT, DODGE COUNTY, NEBRASKA

**APEX**  
**LAND SURVEYING, LLC**  
Danny Martinez, RLS  
125 N. Clamar Ave., Fremont, Nebraska 68025  
(402) 720-9339 Office / Mobile  
danm.surveying@gmail.com

## Memo

To: Jennifer Dam  
Director of Planning  
From: David Goedecken, P.E.  
Director of Public Works/City Engineer  
Topic: Engineering Review  
Howard Court Addition, Public Improvement Submittals  
Dated: August 11, 2020

I have reviewed the submittals for this Addition. The plat is for the tract of land bordered by on Morningside Road near Howard Street. The Plans submitted were the, Grading Plans, Utility and Public Improvement Layouts, and Drainage Plans and Calculations. It is my understanding that Mr. Dodd has been in contact with the various DU departments for comments and input.

- The plat is located inside city limits.
- The interior streets in the development will be required to be paved in accordance of the UDC. The recommended width of streets will be 28 feet, as shown on the public improvement plans. There was a traffic study provided in the preliminary phases of the application, the study was reviewed and I concur with their recommendations.
- Storm sewer and drainage plans have been submitted and reviewed. Preliminary review indicates the proposed layout to be satisfactory to city policy and good engineering practice. Due to the flatness of the area they are proposing substantial site storage of drainage water. The runoff will be directed to the north ditch of Morningside Road. The Engineer's analysis of the drainage will require the City and County to regrade/clean the ditch bottom as there has been silting at the bottom which will hamper the free flow of water.

### Final Comments:

- The submittals received comply with the requirements of the UDC. The subdivision has been laid out by a Licensed Engineer and reviewed by City Staff in numerous departments. The submittal package exceeds the requirements of the UDC.

**RESOLUTION NO. 2020-168**

**A Resolution of the City Council of the City of Fremont, Nebraska, to approve the Howard Court Final Plat on property legally described as Lot 3, Morningside Industrial Park.**

**WHEREAS**, the property is zoned LI, Light Industrial; and,

**WHEREAS**, the City Council has approved the Howard Court Preliminary Plat; and,

**WHEREAS**, this request is consistent with the approved Preliminary Plat; and,

**WHEREAS**, a public hearing on the proposed Final Plat was held by the Planning Commission on August 17, 2020, and subsequently by the City Council on September 8, 2020; and,

**NOW, THEREFORE BE IT RESOLVED** the Mayor and City Council of the City of Fremont approves the Howard Court Final Plat subject to the approval of a subdivision agreement, showing sidewalks on the final plat, showing the requested easements on the final plat and obtaining a MS4 permit prior to grading.

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

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

ATTEST:

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



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

**REGULAR CITY COUNCIL MEETING**  
**August 25, 2020 - 7:00 PM**  
**Public Comment – 6:30 PM**  
**City Council Chambers 400 East Military, Fremont NE**  
**MINUTES**

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**CITY COUNCIL REGULAR MEETING AGENDA**

**7:00 PM**

**MEETING CALLED TO ORDER.** Following 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 Members McClain, Ellis, Kuhns, Yerger, Jensen and Jacobus present. 6 members present. Legband and 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 August 25, 2020 Regular Meeting. Motion made by Jensen, Seconded by Yerger to adopt current agenda for the August 25, 2020 Regular Meeting. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns, Jacobus. Motion carried.

**PUBLIC HEARINGS:**

2. Resolution 2020-167 of the City Council of the City of Fremont, Nebraska, to approve the Howard Court Preliminary Plat on property legally described as Lot 3, Morningside Industrial Park. Motion made by Yerger, Seconded by Jacobus to amend the Resolution to correct from final to preliminary in the final paragraph. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns, Jacobus. Motion carried. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Yerger, Seconded by Jensen to approve Resolution 2020-167 as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns, Jacobus. Motion carried.
3. Resolution 2020-168 of the City Council of the City of Fremont, Nebraska, to approve the Howard Court Final Plat on property legally described as Lot 3, Morningside Industrial Park. Motion made by Jacobus, Seconded by Yerger to continue the item to the

September 8, 2020 City Council Meeting. Voting Yea: Yerger, Ellis, McClain, Jensen, Jacobus Voting Nay: Kuhns. Motion carried.

4. Resolution 2020-169 approving a Conditional Use Permit for the expansion of a non-standard use to allow the construction of a 92,070 square foot canopy and to allow the continuation of the existing non-standard setbacks and landscaping. 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 2020-169. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns, Jacobus. Motion carried.
5. Resolution 2020-170 approving a Conditional Use Permit for the expansion of a non-standard use to allow the construction of a 27,216 square foot canopy and to allow the continuation of the existing non-standard setbacks and landscaping. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Jensen, Seconded by McClain to Approve Resolution 2020-170. Voting Yea: Yerger, Ellis, McClain, Jensen, 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 Jacobus, Seconded by McClain to approve consent agenda items 10 & 12. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns, Jacobus. Motion carried.

6. Motion to approve August 12, 2020 through August 25, 2020 claims and authorize checks to be drawn on the proper accounts. Motion made by Yerger, Seconded by McClain. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns Abstaining: Jacobus. Motion carried.
7. Dispense with and approve August 11, 2020 City Council Meeting Minutes. Motion made by Jacobus, Seconded by Yerger to amend the minutes to add New Business above item #22. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns, Jacobus. Motion carried. Motion made by McClain, Seconded by Jacobus to approve the minutes as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns, Jacobus. Motion carried.
8. Motion to allow a fountain to be installed in the lake at Johnson Park. Motion made by Yerger, Seconded by Jensen to allow a fountain to be installed in the lake at Johnson Park. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns, Jacobus. Motion carried.
9. Receive Traffic Committee Report and consider Resolution 2020-171 authorizing placement of stop sign at the intersection of Washington and South Union Streets. Motion made by Jensen, Seconded by Yerger to receive Traffic Committee Report and approve Resolution 2020-171. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns, Jacobus. Motion carried.
10. Resolution 2020-172 authorizing the Mayor to sign the Motorola Flash Encryption Upgrade Quote
11. Resolution 2020-173 awarding the contract to Dutton-Lainson Company for Purchase of Steel Transmission Structures. Motion made by Yerger, Seconded by Jacobus to amend the resolution to add whereas statement to provide that WholeStone Farms has agreed to

reimburse the City of 63.63%, or \$96,078.92, to purchase the steel transmission structures. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns, Jacobus. Motion carried. Motion made by Jacobus, Seconded by Yerger to approve Resolution 2020-173 as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns, Jacobus. Motion carried.

12. Motion to approve Cement/Asphalt/Excavate license application - Jurgens General Contracting Inc.

**UNFINISHED BUSINESS:** Requires individual associated action

13. 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 (final reading). Motion made by Jensen, Seconded by Kuhns to hold final reading of Ordinance 5540. Voting Yea: Yerger, Ellis, McClain, Jensen, 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, Kuhns, Jacobus. Ordinance 5540 is approved.
14. Ordinance 5541 to revise government salary pay plan (second reading). Motion made by Jacobus, seconded by Yerger to amend the Ordinance to remove COLA for positions grade 35 and above. Voting Yea: Yerger, Ellis, Jacobus Voting Nay: McClain, Jensen, Kuhns. Motion failed. Motion made by Kuhns, seconded by Jensen to hold second reading of Ordinance 5541. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns Voting Nay: Jacobus. Motion carried. City Clerk provided second reading.
15. Ordinance 5542 to revise utility salary pay plan (second reading). Motion made by Jacobus, seconded by Yerger to amend the Ordinance to remove COLA for positions grade 35 and above. Voting Yea: Yerger, Ellis, Jacobus Voting Nay: McClain, Jensen, Kuhns. Motion failed. Motion made by Kuhns, seconded by McClain to hold second reading of Ordinance 5542. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns Voting Nay: Jacobus. Motion carried. City Clerk provided second reading.

**NEW BUSINESS:** Requires individual associated action

16. Resolution 2020-174 approving ballot language for General Election question to issue negotiable bonds in the principal amount not to exceed Ten Million Three Hundred and Seventeen Dollars (\$10,317,000) for the purpose of constructing a Joint Law Enforcement Center. Motion made by Jacobus, Seconded by Ellis to add language providing that that the project would be in the vicinity of 29th and Yager Rd. Voting Yea: Yerger, Ellis, Kuhns, Jacobus Voting Nay: McClain, Jensen. Motion failed. Motion made by Kuhns, Seconded by Jensen to approve Resolution 2020-174. Voting Yea: McClain, Jensen, Kuhns Voting Nay: Yerger, Ellis, Jacobus. Motion failed.
17. Councilman Yerger Item - Animal Control – Citizen’s Advisory Board (ACCAB) monthly status report. Motion made by Yerger, Seconded by Jacobus to require a recurring monthly City Council agenda item for the purpose of receiving and discussing the monthly status of the “Animal Control Contract” investigation being conducted by the newly formed Animal Control – Citizen’s Advisory Board (ACCAB); this status report is to be presented by the Board, and received and discussed at the City Council meeting; it shall be scheduled for the Council’s first meeting of every month, starting in September, 2020 and continuing until the Board completes its assigned task; that being the investigation of “Animal Control Contract” compliance matters.”. Council Member Jacobus requested a

change to the motion to move the first report to the second City Council Meeting in September to allow the ACCAB to meet as scheduled. Council Member Yerger agreed to the request to change the motion. Yerger subsequently reversed his decision to amend the motion and Jacobus seconded. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns, Jacobus. Motion carried.

18. Motion to approve Letter of Support for North Bend Drainage District Cutoff Ditch. Motion made by Yerger, Seconded by McClain to approve Letter of Support for North Bend Drainage District Cutoff Ditch. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns, Jacobus. Motion carried.
19. Resolution 2020-175 authorizing the Mayor to execute an Interlocal Agreement committing the City to a share of the local match for a grant to the North Bend Drainage District for improvements to the North Bend Cutoff Ditch. Motion made by Jensen, Seconded by Kuhns to approve Resolution 2020-175. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns, Jacobus. Motion carried.
20. Motion to approve extension of medical & dental insurance plan administrative services with Blue Cross Blue Shield of Nebraska. Motion made by Yerger, Seconded by Ellis to approve extension of medical & dental insurance plan administrative services Option B with Blue Cross Blue Shield of Nebraska. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns, Jacobus. Motion carried.
21. Motion to approve and confirm stop loss coverage with SunLife at \$200,000 Individual Stop Loss and \$50,000 Aggregate Stop Loss. Motion made by Jensen, Seconded by McClain to approve and confirm stop loss coverage with SunLife at \$200,000 Individual Stop Loss and \$50,000 Aggregate Stop Loss. Voting Yea: Yerger, Ellis, McClain, Jensen, Kuhns, Jacobus. Motion carried.

Council Member Jacobus moved, seconded by Council Member Jensen to reconsider item #16, but legal stated that the reconsideration was not on the agenda and action could not be taken. In accordance with Section 2-108(2) of the Municipal Code, Mayor Getzschman returned back to item #16. In accordance with Municipal Code Section 2-108(2), Yerger objected and terminated further discussion of the item.

**ADJOURNMENT.** Motion made by Yerger, seconded by Ellis to adjourn; time: 10:28 P.M. Voting Yea: Yerger, Ellis, McClain, Kuhns, Getzschman. Nays: Jensen and Jacobus. Motion carried.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA REGULAR CITY COUNCIL MEETING MINUTES FOR AUGUST 25, 2020.

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Tyler Ficken, City Clerk

Scott Getzschman, Mayor



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

**SPECIAL CITY COUNCIL MEETING**  
**August 31, 2020**  
**City Council Chambers 400 East Military, Fremont NE**  
**SPECIAL MEETING – 7:00 P.M.**  
**MINUTES**

**SPECIAL MEETING:**

1. Meeting called to order. Following 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.
2. Roll call. Roll call showed Members McClain, Ellis, Kuhns, Yerger, Jensen, Legband, Bechtel and Jacobus present. 8 members present.
3. Motion to waive City Council Agenda Policy Resolution 2019-209 for this August 31, 2020 Special City Council Meeting. Motion made by Jacobus, seconded by Jensen to waive City Council Agenda Policy Resolution 2019-209 for this August 31, 2020 Special City Council Meeting. Voting Yea: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.
4. Motion to reconsider Resolution 2020-174. Motion made by McClain, seconded by Legband to suspend the rules Section 2-108(9) to allow for the reconsideration. Voting Yea: McClain, Kuhns, Bechtel, Jensen, Legband. Nays: Ellis, Yerger, Jacobus. Motion failed.
5. Resolution 2020-174 approving ballot language for General Election question to issue negotiable bonds in the principal amount not to exceed Ten Million Three Hundred and Seventeen Dollars (\$10,317,000) for the purpose of constructing a Joint Law Enforcement Center. No action was taken.
6. Council Member Yerger item - Resolution 2020-176 approving amended ballot language for General Election question to issue negotiable bonds in the principal amount not to exceed Ten Million Three Hundred and Seventeen Dollars (\$10,317,000) for the purpose of constructing a Joint Law Enforcement Center. Motion made by Jensen, seconded by Jacobus to receive a packet of documents, the first page beginning with the November 27, 2018 Fremont City Council agenda. Voting Yea: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus. Nay: Legband. Motion carried. Motion made by Legband to amend the Resolution to the original language. Motion made by McClain, seconded by Kuhns to receive marked copy of Resolution 2020-174 provided by Mayor Getzschman. Ayes: McClain, Kuhns, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Legband changed his motion to amend the language of Resolution 2020-176 to include the language of the marked version provided by Mayor Getzschman received into

the record. Motion made by Yerger, seconded by Jacobus to remove the language “at least” from Section 3 of the Resolution. Voting Yea: McClain, Ellis, Kuhns, Bechtel, Yerger, Jacobus, Legband Nay: Jensen. Motion carried. Council Member Jacobus seconded the motion of Council Member Legband to amend the language of Resolution 2020-176 to include the language of the marked version provided by Mayor Getzschman received into the record as amended. Voting Yea: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Motion made by Jacobus, seconded by McClain to approve Resolution 2020-176 as amended. Voting Yea: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

7. Adjournment. Motion made by Jacobus, seconded by Legband to adjourn; time: 8:00 P.M. Voting Yea: Yerger, Ellis, McClain, Kuhns, Jensen, Jacobus, Legband, Bechtel. Motion carried.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA  
SPECIAL CITY COUNCIL MEETING MINUTES FOR AUGUST 31, 2020.

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Tyler Ficken, City Clerk

Scott Getzschman, Mayor

## STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Kim Koski, Director of Parks & Recreation

DATE: September 8, 2020

SUBJECT: Request to construct an activity shed in Clemmons Park for community use.

RECOMMENDATION: Approve the request.
--------------------------------------

**Background:** Dennis Grace has requested permission to construct an activity shed in Clemmons Park for community use. The shed will be stocked with items such as balls, jump ropes, Frisbees, etc. that can be used by anyone in the park.

This will be privately funded and maintained by volunteers.

Legal has researched this concept and recommends signage such as:

1. Items cannot leave premises.
2. Return items to shed after use.
3. No pet use.
4. City is not liable for injury resulting in use of these items.

The Park Board hear Mr. Grace's presentation at the August 3, 2020 Park Board meeting and voted 4-0 to approve this request and forward it on to the City Council for final approval.

**Fiscal Impact:** None. This project is all privately funded.

**Koski, Kim**

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**From:** Dennis Grace <dodgechair@lpne.org>  
**Sent:** Tuesday, June 30, 2020 2:06 PM  
**To:** Koski, Kim  
**Subject:** Clemmons Park Community Activity Project.  
**Attachments:** park project estimate.docx; IMG-6782.JPG

Hello and Good Afternoon, Director Koski, I am Dennis Grace, County Chair for the Dodge County Libertarian Party. As you may know, The Libertarian Party works with communities throughout the United States to find locally sourced answers to local issues. We believe the best way to utilize the resources of this great country is to listen to the people that reside here, and to include them in the solutions.

It is with that in mind that I come to you, asking for your collaboration on a project. While visiting with friends and family in Spearfish, South Dakota last week, I came upon a city park with an amazing little addition. Based on the Little Library model of interactive activity nodes around the city, a citizen approached Spearfish with an idea to provide an activity shed, complete with balls, frisbees, bug sprays, etc that can be used by anyone to further their enjoyment of the city park. Working with the Parks and Recreation Department, the citizen raised funds for her husband to build the shed and they supplied it to the city free of charge. The city paid for the pouring of a concrete slab, and the citizen restocks the shed as needed.

Because of this, items forgotten at home is no longer a reason to leave the park, and parents can choose to toss a ball or frisbee to one another as their children play. I am including a photo of the shed for your inspection.

I spoke extensively with the Spearfish Parks and Recreation Director and discussed the detail further with him, as guidance on our project. I am also including the notes from that phone call and the approximate costs and value.

I am offering, with the support of the state party leadership, and with in the name of the Dodge County Libertarian Party, to supply and maintain such a shed, for as long as viable, either ourselves, or with the assistance of other community members, should you find it within the budget to offer a concrete slab of appropriate size within the park.

Several groups and individuals are already prepared to begin fundraising for this project and we expect to have it erected and dedicated by the end of July.

Please contact me for further details or discussion.

Most Sincerely,  
Dennis Grace  
Dodge County Libertarian Party Chair  
402-203-7701

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Liberty for all, through strong communities.

## FREMONT CLEMMONS PARK ACTIVITIES SHED PROJECT

### EXPECTED COST TO BUILD AND PLACE

1200-1500

### PROJECTED ANNUAL COST TO MAINTAIN

200-300\*

### VALUE TO COMMUNITY

Free activities provided to the citizens is expected to add to the enjoyment of the park and provide a fresh way for parents to exercise while their children use the playground equipment. It is also expected that several pieces of equipment will go missing due to theft or accident. Because of this, it is expected that the citizens of Fremont will band together to refill and refresh the equipment, thus providing a small way for community members to stay engaged.

### SPECIAL NOTES

Community member Glen Ellis has offered to donate time and money to the project, once it begins to take off. He has asked to be kept in the loop so he can see this through. Dodge County LP has set aside \$100 for the initial cost, and will maintain the shed going forward, keeping the costs away from the city government as much as possible, while also working with the parks department.

LET'S **PLAY** LIBRARY

**STOP**



This library is for **PLAY** equipment.  
Thanks for your donation of  
balls, bats, and games, etc.

Made Possible by:

- MSU Physical Education
- Zonta Club of Spearfish
- Kiwanis Club of Spearfish
- Quilt Signs
- Fin Carol Labs
- Isaac Hummel
- The Glass Shop
- City of Spearfish
- Spearfish Junior League
- Basketball Assoc.



## STAFF REPORT

TO: Honorable Mayor and City Council  
FROM: Lottie Mitchell, Grant Coordinator  
DATE: September 8, 2020  
SUBJECT: Engineering Services Contract for the Design of Permanent Repairs to the Fremont, Farmland, Railroad Levee.

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**Recommendation:** Approve Resolution 2020-185

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**Background:** The Fremont, Farmland, Railroad Levee was breached in two general locations during the March 2019 flood. The City of Fremont took ownership of the levee shortly after the flood with the goal of repairing, rehabilitating, and maintaining the levee in an effort to provide better flood protection for the City and Village of Inglewood. The levee goals are moving forward on two fronts: rehabilitation and breach repair.

The rehabilitation front includes the removal of all woody vegetation within 15 feet of the toe of the levee on both sides of the levee. This was recently completed. Grading and seeding are currently underway and are expected to be done in the next couple of weeks.

The breach repair front includes removing the temporary fill where the breaches occurred, excavating below the current levee structure and replacing with an approved material. FEMA obligated funds for permanent repairs in early August, meaning they have determined that making the permanent repairs is an eligible project and they will reimburse 75% of the costs to make the permanent repairs. The estimated cost is \$507,000 but before repairs can be made, they need to be designed. This resolution is for the design of the repair work.

The City of Fremont advertised a Request for Qualifications (RFQ) for a professional engineering firm for the design of permanent repairs to the Fremont, Farmland, Railroad Levee that sustained damage during the March 2019 flood. Other services requested include preparation of bid documents and construction observation. The engineering services costs will be covered by Community Development Block Grant (CDBG) 19-EM-002.

It is a requirement of CDBG to base contract awards on qualifications rather than price. A selection committee was formed. One RFQ was received and reviewed by the committee. The committee supports hiring JEO Consulting.

The Engineering Service Contract with JEO Consulting for the engineering services for permanent repairs in the amount of \$79,400.00 is attached.

**Fiscal Impact:** Engineering costs for the design will be reimbursed by CDBG 19-EM-002, which is 100% of cost.

**PROFESSIONAL SERVICES/CONSULTANT AGREEMENT**

**Project Title: Flood Damage Repair of the Fremont, Farmland and Railroad Levee**

**THIS AGREEMENT** made and entered into by and between the **City of Fremont** (hereinafter referred to as the City) and **JEO Consulting Group, Inc.** (hereinafter referred to as the Consultant).

**WITNESSES THAT:**

**WHEREAS**, the City [400 E. Military Avenue, Fremont, Nebraska 68025] are desirous of entering into a contract to formalize their relationship, and

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

**WHEREAS**, the City, as part of its 20\_\_ CDBG grant agreement with the Department, under contract number \_\_\_\_\_, has been awarded CDBG funds in collaboration with: \_\_\_\_\_ for the purposes set forth herein, and

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

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

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

**1. Services to be Provided by the Parties**

- a. The Consultant shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (Attachment #1).

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

**2. Time of Performance**

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be May 31, 2022.

**3. Consideration**

The City shall reimburse the Consultant in accordance with the Payment Schedule described in Attachment #2 for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the City exceed the sum of \$79,400.00 (Seventy-Nine Thousand Four Hundred Dollars). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

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

**4. Record Maintenance Record Retention, and Access to Records**

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

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

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

## 5. Relationship

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

## 6. Suspension, Termination and Close Out

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

1. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:
  - (1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
  - (2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
  - (3) In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.
2. **Termination for Cause:** The City may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.

- (1) The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
- (2) The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
- (3) The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

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

- (1) By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- (2) If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- (3) In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- (4) The City may terminate this contract at any time giving at least ten-days notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

**7. Changes, Amendments, Modifications**

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

## **8. Personnel**

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City. All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services. None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

## **9. Assignability**

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

## **10. Reports and Information**

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

## **11. Findings**

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

## **12. Copyright**

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

## **13. Compliance with Local Laws**

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

**14. Title VI of the Civil Rights Act of 1964**

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

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

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

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

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 2 CFR Part 135.

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

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

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

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

**19. Executive Order 11246, As Amended.**

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

**20. Conflict of Interest 2 CFR §200.318**

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

## **21. Audits and Inspections**

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

## **22. Hold Harmless**

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

## **23. Governing Law**

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of or relating to this Agreement shall be instituted in any court of general jurisdiction in the State of Nebraska. This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

**ATTACHMENT #1 SCOPE OF WORK and FEES for City of Fremont for the Flood Damage Repair of the Fremont, Farmland and Railroad Levee** consisting of 9 pages.

**ATTACHMENT #2 PAYMENT SCHEDULE for City of Fremont for the Flood Damage Repair of the Fremont, Farmland and Railroad Levee** consisting of 1 page.

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

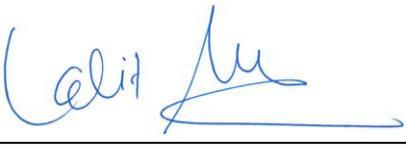
**City of Fremont**

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

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

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

**CONSULTANT (JEO Consulting Group, Inc.)**

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

Title:     Vice President Water Resources    

Date:     2 September 2020    

**APPROVED as to legal form:**

Attorney

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

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



**Scope of Services**  
**Flood Damage Repair of the Fremont, Farmland and Railroad Levee**  
**JEO Project No. 201291.00**

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**Project Understanding:**

Flooding along the Platte River in March 2019 caused significant damage in the City of Fremont, NE. There is an existing embankment in the southwest portion of the City called the Fremont, Farmland and Railroad Levee (Levee). The Levee provides risk reduction to incorporated areas of the City and was damaged during this flood event. The levee was breached, or partially breached, in multiple locations. The breach locations have been geographically grouped and herein referred to as 'North Breach' and 'South Breach'. These locations have been temporarily repaired with unknown quality of material. This Scope of Services includes tasks to analyze, design, and permanently repair the breaches.

The attached maps show the breach locations. The south breach consists of one full breach and three partial breaches. The north breach consists of one full breach. The materials placed as temporary embankment will be sampled and analyzed in place. If determined necessary, the temporary materials will be removed and discarded, and fill material will be imported for use as permanent embankment. JEO has previously collected property boundary survey and limited topographic survey of the levee embankment. Additional, more detailed, topographic survey will be collected and utilized to develop design drawings.

**Scope of Services:**

JEO proposes to provide the following Scope of Services

**1 – Project Management, Survey, Geotechnical Testing/Analysis, & Design**

**1.1 Project Management**

- Perform routine project management tasks
- Prepare and update a project schedule
- Prepare progress reports
- Communicate with Owner's representative to collaborate and collect data and key input, outside of formal meetings

**1.2 – Survey**

- Perform topographic survey containing the following:
  - o Locations of all visible physical features within the proposed project area
  - o Request utility locate and survey marked utilities
  - o Create an electronic drawing, illustrating elevations, site features, property boundaries, and existing utilities marked
  - o Prepare temporary construction easement documentation

**1.3 – Design**

- Prepare engineering design drawings. Drawings are anticipated to include:

## Attachment #1

- Topographic survey information
- Existing site plan
- Levee plan and profile
- Survey control
- Details and typical cross sections
- Erosion control plan
- Develop 60% design drawings and opinion of cost
- Submit 60% design documents to Owner for review and meet with Owner's representative at the project site to review 60% draft design documents
- Incorporate 60% review comments into development of 95% design drawings, specifications complete with bidding and contract documents and opinion of cost
- Submit 95% design documents to Owner for review
- Incorporate 95% review comments and internal QA/QC into development of final documents (drawings, specifications, opinion of cost, and contract documents) signed and sealed by a professional engineer registered in the State of Nebraska.

### **1.4 – Geotechnical Field Work and Analysis**

- Utilize previously collected geotechnical information and supplement with geotechnical field exploration and testing at the breach locations
- Two (2) borings up to 30-feet with lab testing and analysis to support design of breach repairs
- Develop preliminary design recommendations
- Perform underseepage and slope stability analyses on the proposed design
- Develop final design recommendations and summary report

### **Meetings:**

- None

### **Task Deliverables:**

- Project schedule
- Project invoices
- Draft (60%) design drawings and cost opinion
- Draft (95%) design drawings, specifications, and cost opinion
- Final design drawings, specifications, and cost opinion

### **Key Understandings/Assumptions:**

- Project invoices will be provided monthly
- Offsite borrow, if needed, will be sourced by the selected contractor and will be subject to sampling and approval by engineer.
- The levee repairs are generally intended to be completed within the same general footprint of levee prior to occurrence of the flooding damages (i.e., the embankment will be restored to pre-disaster dimensions). However, geotechnical and/or construction considerations may indicate a larger footprint is necessary. Potential expansion of the construction footprint will be coordinated with the City during preliminary design phases.

## Attachment #1

- The overall length of repairs is approximately 500 linear feet with design plan sheets likely to include about 1000 feet.
- No modifications to existing utilities (water, sewer, gas, electric, etc.) are included
- Design, specifications, and bid documents will be for one bid package
- Temporary easement preparation is limited to four (4) descriptions

## **2 – Permitting**

### **2.1 – Floodplain**

- JEO will prepare a floodplain development permit application and the necessary supporting information and will submit to the local floodplain administrator for review and approval

### **2.2 – National Pollutant Discharge Elimination System (NPDES)**

- Submit Notice of Intent (NOI) to Nebraska Department of Environment and Energy (NDEE)
- Prepare Stormwater Pollution Prevention Plan (SWPPP) for contractor use during construction
- Submit Notice of Termination (NOT) at project completion

#### **Meetings:**

- None

#### **Task Deliverables:**

- Floodplain development permit application
- SWPPP

#### **Key Understandings/Assumptions:**

- It will not be necessary to prepare a hydraulic model to obtain a floodplain permit
- The project improvements are outside the regulatory floodway and will not require a 'no-rise certification'
- Interior drainage evaluation is not included
- NEPA will not be required
- USACE Section 404 permitting will not be required

## **3 – Bidding and Advertising**

### **3.1 – Bidding and Advertising**

- Assist the Owner in advertising and letting the project
- Prepare bidding documents and facilitate delivery to prospective bidders
- Prepare forms for contract documents including proposals, advertisements for bids, construction contracts, and payment and performance bonds as required (subject to approval by Owner)
- Respond to questions from potential bidders
- Attend bid letting; attended by JEO Project Manager or Project Engineer

#### **Meetings:**

- Bid letting

**Task Deliverables:**

- Bid documents
- Bid recommendation

**Key Understandings/Assumptions:**

- There will be one bid package
- Council meeting attendance and/or progress updates are not included but can be added if desired

**4 – Construction Services**

**4.1 – Construction Administration and Resident Project Representative (RPR)**

- JEO will provide part-time RPR services to observe construction of the project. RPR services include:
  - o Facilitate a pre-construction meeting
  - o Review of the contractor’s work for general compliance with the plans and specifications
  - o Review, coordinate, and document construction progress
  - o Complete field reports and collect photographs to document the work
- JEO will provide construction administration services including:
  - o Contractor and Owner coordination
  - o Review of shop drawings and material certifications
  - o Review of material testing results
  - o Review of payment requests
  - o Processing change orders, if needed
  - o Develop punch list
  - o Project close-out and substantial completion documentation
  - o Coordination with independent testing firm and review of construction testing results

**4.2 – Survey Staking**

- JEO will provide construction staking to establish reference points and the general layout of the work
- Staking of the proposed improvements will be completed during two trips

**4.3 – Post Construction**

- JEO will assist the Owner during the 12-month warranty period with questions and coordination with the Contractor for warranty period correction items
- Issue 11-month warranty letter to the Owner and Contractor. Conduct field reviews of the project should a field inspection be necessary.
- Issue a warranty period correction letter to the Contractor for warranty repair items, if necessary

**4.4 – Material Testing**

- JEO will provide construction testing services, with assistance of an independent firm that performs material testing. Testing services are anticipated to include:

## Attachment #1

- Fill material visual classification and standard proctor (from one (1) offsite borrow source)
- Embankment fill compaction and moisture testing (approximately 20 tests)

### **Meetings:**

- Pre-construction meeting
- Routine on-site meetings with the Contractor and Owner during construction
- One (1) punch list walk-through with Contractor and Owner
- One (1) final walk-through with the Contractor and Owner when construction is complete
- Two (2) post construction inspections during warranty period

### **Task Deliverables:**

- Pre-Construction meeting agenda and notes
- Reviewed shop drawings
- Reviewed payment requests
- Change orders, if necessary
- Construction photos
- Testing results
- Punch list
- Certificate of Substantial Completion
- Record drawings

### **Key Understandings/Assumptions:**

- There will be one bid package
- Council meeting attendance and/or progress updates are not included but can be added if desired
- Construction duration is anticipated to be approximately 3 months. RPR and Administration is limited to 60 hours total
- If construction duration exceeds the anticipated schedule or additional oversight is needed, an amendment to the contract may be required and will be coordinated with the Owner

**Project Fee**

JEO proposes to perform the described services at lump sum fee as included in the following schedule:

Task 1 – Project Management, Survey, Geotechnical Testing/Analysis, & Design.....	\$57,200
Task 2 – Permitting.....	\$3,800
Task 3 – Bidding and Advertising.....	\$3,700
Task 4 – Construction Services.....	\$14,700
	<b><u>Project Total      \$79,400</u></b>

\*The Project Fee schedule is an estimate of the fee distribution between tasks. The project needs may change as the project progresses. JEO may invoice in excess of an individual task amount, provided the total fee does not exceed the project total.

**Project Schedule**

The proposed project is expected to take approximately nine (9) months upon receipt of Notice to Proceed (not including the warranty period). Project duration in excess of 9 months (beyond control of JEO) may require an amendment to the Scope of Services. The project schedule is proposed with the intent of having construction substantially complete prior to the spring flooding season and final seeding at the appropriate time.

Attachment #2

PAYMENT SCHEDULE

CITY OF FREMONT – FLOOD DAMAGE REPAIR OF THE FREMONT, FARMLAND AND RAILROAD LEVEE

The City shall reimburse the Consultant on a monthly basis for services rendered; based upon a percentage of completion of the attached Scope of Work (Attachment #1). In no event shall the total amount reimbursed by the City exceed the sum identified in Section 3. Consideration of this Agreement, unless there is a change to the Scope of Work authorized and approved by the City. Reimbursement under this Agreement shall be based on invoices that are supported by appropriate documentation of costs incurred.

It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purpose of this Agreement.





# South Breach Map

Fremont, Nebraska





# North Breach Map

Fremont, Nebraska



**Resolution No. 2020-185**

**A Resolution of the City Council of the City of Fremont, Nebraska, to authorize staff to execute a contract with JEO Consulting for the design of, and engineering services for, the permanent repairs to the Fremont, Farmland and Railroad Levee in the amount of \$79,400.00.**

**WHEREAS,** A request for qualifications for professional engineering firms to design the permanent repairs to the Fremont, Farmland and Railroad Levee and provide engineering services were received and reviewed by the City of Fremont; and,

**WHEREAS,** JEO Consulting was determined to be the most qualified firm.

**NOW THEREFORE BE IT RESOLVED,** that the Mayor and City Council authorize staff to execute a contract with JEO Consulting for the design of, and engineering services for, the permanent repairs of the Fremont, Farmland, and Railroad Levee in the amount of \$79,400.00.

PASSED AND APPROVED THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2020.

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SCOTT GETZSCHMAN, MAYOR

ATTEST:

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Tyler Ficken, City Clerk

## STAFF REPORT

TO: Honorable Mayor and City Council  
FROM: Lottie Mitchell, Grant Coordinator  
DATE: September 8, 2020  
SUBJECT: Engineering Services Contract for the Extension to the Fremont, Farmland, Railroad Levee.

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**Recommendation:** Approve Resolution 2020-186

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**Background:** The Fremont, Farmland, Railroad Levee was breached in two general locations during the March 2019 Flood. The City of Fremont took ownership of the levee shortly after the flood with the goal of repairing, rehabilitating, and maintaining the levee in an effort to provide better flood protection for the City and Village of Inglewood. The levee goals are moving forward on two fronts: rehabilitation and breach repair.

The rehabilitation front includes the removal of all woody vegetation within 15 feet of the toe of the levee on both sides of the levee. This was recently completed. Grading and seeding are currently underway and are expected to be done in the next couple of weeks.

The breach repair front includes removing the temporary fill where the breaches occurred, excavating below the current levee structure and replacing with an approved material. The hiring of the engineer for this project is being considered tonight.

Another front that is being pursued is additional improvements to the levee. This includes extending the levee to the north towards Military Avenue.

The City of Fremont advertised a Request for Qualifications (RFQ) for a professional engineering firm for the design of the extension to the Fremont, Farmland, Railroad Levee. Other services requested include preparation of bid documents and construction management. The engineering services costs will be 100% covered by Community Development Block Grant (CDBG) 19-EM-002.

It is a requirement of CDBG to base contract awards on qualifications rather than price. A selection committee was formed. One RFQ was received and reviewed by the committee. The committee supports hiring JEO Consulting.

The Engineering Service Contract with JEO Consulting for the engineering services for extension of the levee in the amount of \$85,200.00 is attached.

**Fiscal Impact:** Engineering costs to be reimbursed by CDBG 19-EM-002 at 100%.

**PROFESSIONAL SERVICES/CONSULTANT AGREEMENT**

**Project Title: Fremont, Farmland and Railroad Levee Extension**

**THIS AGREEMENT** made and entered into by and between the **City of Fremont** (hereinafter referred to as the City) and **JEO Consulting Group, Inc.** (hereinafter referred to as the Consultant).

**WITNESSES THAT:**

**WHEREAS**, the City [400 E. Military Avenue, Fremont, Nebraska 68025] are desirous of entering into a contract to formalize their relationship, and

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

**WHEREAS**, the City, as part of its 20\_\_ CDBG grant agreement with the Department, under contract number \_\_\_\_\_, has been awarded CDBG funds in collaboration with: \_\_\_\_\_ for the purposes set forth herein, and

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

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

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

**1. Services to be Provided by the Parties**

- a. The Consultant shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (Attachment #1).

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

**2. Time of Performance**

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be June 31, 2021.

**3. Consideration**

The City shall reimburse the Consultant in accordance with the Payment Schedule described in Attachment #2 for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the City exceed the sum of \$85,200.00 (Eighty-Five Thousand Two-Hundred Dollars).

Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

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

**4. Record Maintenance Record Retention, and Access to Records**

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

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

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

## 5. Relationship

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

## 6. Suspension, Termination and Close Out

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

1. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:
  - (1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
  - (2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
  - (3) In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.
2. **Termination for Cause:** The City may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.

- (1) The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
- (2) The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
- (3) The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

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

- (1) By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- (2) If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- (3) In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- (4) The City may terminate this contract at any time giving at least ten-days notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

**7. Changes, Amendments, Modifications**

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

## **8. Personnel**

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City. All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services. None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

## **9. Assignability**

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

## **10. Reports and Information**

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

## **11. Findings**

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

## **12. Copyright**

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

## **13. Compliance with Local Laws**

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

**14. Title VI of the Civil Rights Act of 1964**

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

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

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

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

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 2 CFR Part 135.

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

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

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

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

**19. Executive Order 11246, As Amended.**

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

**20. Conflict of Interest 2 CFR §200.318**

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

## **21. Audits and Inspections**

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

## **22. Hold Harmless**

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

## **23. Governing Law**

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of or relating to this Agreement shall be instituted in any court of general jurisdiction in the State of Nebraska. This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

**ATTACHMENT #1 SCOPE OF WORK and FEES for City of Fremont for the Fremont, Farmland and Railroad Levee Extension** consisting of 6 pages.

**ATTACHMENT #2 PAYMENT SCHEDULE for City of Fremont for the Fremont, Farmland and Railroad Levee Extension** consisting of 1 page.

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

**City of Fremont**

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

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

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

**CONSULTANT (JEO Consulting Group, Inc.)**

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

Title:     Vice President Water Resources    

Date:     2 September 2020    

**APPROVED as to legal form:**

Attorney

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

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



**Scope of Services**  
**Fremont, Farmland and Railroad Levee Extension**  
**JEO Project No. 201291.01**

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**Project Understanding:**

Flooding along the Platte River in March 2019 caused significant damage in the City of Fremont, NE. There is an existing embankment in the southwest portion of the City called the Fremont, Farmland and Railroad Levee (Levee). The Levee provides risk reduction to incorporated areas of the City and it was observed that floodwater flanked the upstream levee tie-off area and entered the City. This Scope of Services includes tasks to design an extension of levee embankment to further reduce the risk of flooding.

The attached map shows the proposed extension location.

**Scope of Services:**

JEO proposes to provide the following Scope of Services

**1 – Project Management, Survey, Hydraulic and Flood Fighting Analysis, Geotechnical Testing/Analysis, & Design**

**1.1 Project Management**

- Perform routine project management tasks
- Prepare and update a project schedule
- Prepare progress reports
- Communicate with Owner’s representative to collaborate and collect data and key input, outside of formal meetings

**1.2 – Survey**

- Perform topographic survey containing the following:
  - o Locations of all visible physical features within the proposed project area
  - o Request utility locate and survey marked utilities
  - o Create an electronic drawing, illustrating elevations, site features, property boundaries, and existing utilities marked
- Property survey of parcels needed for levee extension
  - o Legal description preparation
  - o Set new property pins
  - o File survey with the County
  - o Stake property lines for visual representation

**1.3 – Design**

- Prepare engineering design drawings. Drawings are anticipated to include:
  - o Topographic survey information
  - o Existing site plan

## Attachment #1

- Levee plan and profile
- Survey control
- Details and typical sections
- Erosion control plan
- Develop conceptual design drawings for up to two (2) alignment alternatives, including conceptual opinions of cost.
  - Review conceptual alternatives with Owner and select the proposed design
- Develop 60% design drawings and opinion of cost of the selected alternative
  - Submit 60% design documents to Owner for review and meet with Owner's representative at the project site to review 60% draft design documents
- Incorporate 60% review comments into development of 95% design drawings, specifications complete with bidding and contract documents and opinion of cost
  - Submit 95% design documents to Owner for review
- Incorporate 95% review comments and internal QA/QC into development of final documents (drawings, specifications, opinion of cost, and contract documents) signed and sealed by a professional engineer registered in the State of Nebraska.

### **1.4 – Hydraulic Analysis**

- Once alignment alternative is selected, update previously prepared hydraulic model to include the proposed levee extension
  - Verify tie-off is achieved
  - Document design freeboard
  - Review velocity and embankment protection needs
- Identify additional Interim Risk Reduction Measures and flood fighting needs to tie-off further to the north during flood fighting
- Prepare hydraulic analysis and design memorandum

### **1.5 – Geotechnical Field Work and Analysis**

- Utilize previously collected geotechnical information and supplement with geotechnical field exploration and testing along the selected alignment (3 borings at 30-ft depth)
- Develop preliminary design recommendations
- Perform underseepage and slope stability analyses on the proposed design
- Develop final design recommendations and summary report

### **Meetings:**

- One (1) conceptual design field review
- One (1) 60% design field review

### **Task Deliverables:**

- Project schedule
- Project invoices
- Conceptual alignment alternatives and cost opinion (two alternatives)
- Hydraulic analysis and design memorandum (for selected alternative)
- Geotechnical summary report (for selected alternative)

## Attachment #1

- Draft (60%) design drawings and cost opinion
- Draft (95%) design drawings, specifications, and cost opinion
- Final design drawings, specifications, and cost opinion

### **Key Understandings/Assumptions:**

- Project invoices will be provided monthly
- No modifications to existing utilities (water, sewer, gas, electric, etc.) are included
- 60% design development will not proceed until proposed alignment is selected
- Design, specifications, and bid documents will be for one bid package
- Topographic survey is included only for the selected alignment (proposed alternative) and is estimated as an area of approximately 1,200 linear feet by 80 linear feet
- Property survey and legal descriptions are limited to two (2) parcels affected by the project
- Design does not include any stormwater drainage structures; pipes, box culverts, etc.

## **2 – Permitting**

### **2.1 – Floodplain**

- JEO will prepare a floodplain development permit application and the necessary supporting information and will submit to the local floodplain administrator for review and approval

### **2.2 – U.S. Army Corps of Engineers (USACE) Section 404**

- Perform wetland delineation in accordance with the 1987 USACE Wetlands Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)
- Compile and analyze field data and prepare a wetland delineation report that includes:
  - o Site map
  - o Summary of desktop review
  - o Identification and mapping boundaries for all recorded Waters of the U.S. (WOUS) and wetlands
  - o Calculation of acreage of, and impacts to, WOUS, including wetlands (to the nearest 0.01 acre)
  - o Photographs of each sample point and all WOUS, including wetlands
  - o USACE Wetland Determination Data Forms
- Prepare and submit preliminary coordination letters to the U.S. Fish and Wildlife Service (USFWS), Nebraska Game and Parks Commission (NGPC), and History Nebraska that summarize the results of the wetland delineation and request effect determinations and project guidance, as appropriate.  
Prepare and submit a pre-construction notification (i.e. permit application) packages to the USACE to obtain a Section 404 authorization via Nationwide Permit (NWP)
- Although it is anticipated that permanent, unavoidable impacts to WOUS would be less than 0.1 acre, thus avoiding the requirement for compensatory mitigation, this may change based on the results of the wetland delineations and project design

### **Meetings:**

- None

**Task Deliverables:**

- Floodplain development permit application
- Wetland delineation and report
- Section 404 permit application

**Key Understandings/Assumptions:**

- It will not be necessary to prepare a hydraulic model to obtain a floodplain permit
- The project improvements are outside the regulatory floodway and will not require a 'no-rise certification'
- Interior drainage evaluation is not included
- NEPA will not be required
- USACE Section 404 permitting will be via Nationwide Permit (NWP)

**Project Fee**

JEO proposes to perform the described services at lump sum fee as included in the following schedule:

Task 1 – Project Management, Survey, Hydraulic and Flood Fighting Analysis, Geotechnical Testing/Analysis, & Design.....	\$80,300
Task 2 – Permitting.....	\$4,900
<b><u>Project Total</u></b>	<b><u>\$85,200</u></b>

\*The Project Fee schedule is an estimate of the fee distribution between tasks. The project needs may change as the project progresses. JEO may invoice in excess of an individual task amount, provided the total fee does not exceed the project total.

**Project Schedule**

The proposed project is expected to take approximately nine (9) months upon receipt of Notice to Proceed. Project duration in excess of 9 months (beyond control of JEO) may require an amendment to the Scope of Services. The project schedule is proposed with the intent of having design and property acquisition complete in line with grant application period in Spring/Summer 2021.

**SERVICES NOT INCLUDED**

If necessary, a fee for these services can be negotiated.

- Additional site visits, meetings, and public information efforts not previously noted
- Interior drainage evaluation
- Coordination of securing funding or grants from outside parties
- Floodplain mapping updates or LOMR submittal to FEMA
- Levee certification and accreditation

## Attachment #1

- Coordination with the US Army Corps of Engineers
- Railroad coordination and/or permitting
- Bidding and advertising (to be amended at a later date once design and funding are in place)
- Construction services (to be amended at a later date once design and funding are in place)

### **SERVICES PROVIDED BY THE CITY**

- Designate City staff member as project representative and main point of contact
- Provide feedback and review of all submittals in a timely manner
- Notify and acquire permission (if necessary) from landowners for field investigation activities, including site visits, surveys, geotechnical explorations
- Conduct right-of-way and easement negotiations necessary to acquire the property needed for the proposed improvements

Attachment #2

PAYMENT SCHEDULE

CITY OF FREMONT – FREMONT, FARMLAND AND RAILROAD LEVEE EXTENSION

The City shall reimburse the Consultant on a monthly basis for services rendered; based upon a percentage of completion of the attached Scope of Work (Attachment #1). In no event shall the total amount reimbursed by the City exceed the sum identified in Section 3. Consideration of this Agreement, unless there is a change to the Scope of Work authorized and approved by the City. Reimbursement under this Agreement shall be based on invoices that are supported by appropriate documentation of costs incurred.

It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purpose of this Agreement.



# Levee Extension Overview Map

Fremont, NE



**Resolution No. 2020-186**

**A Resolution of the City Council of the City of Fremont, Nebraska, to authorize staff to execute a contract with JEO Consulting for the design of, and engineering services for, extending the Fremont, Farmland and Railroad Levee in the amount of \$85,200.00.**

**WHEREAS,** A request for qualifications for professional engineering firms to design the extension of the Fremont, Farmland and Railroad Levee and provide engineering services were received and reviewed by the City of Fremont; and,

**WHEREAS,** JEO Consulting was determined to be the most qualified firm.

**NOW THEREFORE BE IT RESOLVED,** that the Mayor and City Council authorize staff to execute a contract with JEO Consulting for the design of, and engineering services for, the extension of the Fremont, Farmland, and Railroad Levee in the amount of \$85,200.00.

PASSED AND APPROVED THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2020.

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SCOTT GETZSCHMAN, MAYOR

ATTEST:

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Tyler Ficken, City Clerk

## STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** Troy Schaben, Assistant City Administrator - Utilities

**DATE:** September 8, 2020

**SUBJECT:** Request approval to sign contract with S2 for "Home Demolition - 2020", as part of Keene Memorial Library expansion project.

<p><b>Recommendation:</b> Approve Resolution 2020-187</p>
---

### Background:

The homes at 20 West 10<sup>th</sup> Street and 1025 North Park Avenue were gifted to Keene Memorial Library. As part of the Library expansion, the area of the homes will be used for the addition as well as additional parking. This required demolition of the existing homes. Bids were accepted on August 25<sup>th</sup> and are summarized below:

S2 Rolloffs, LLC - \$15,950.00  
BLT Plumbing Heating & A/C Inc. - \$28,684.79

Staff recommends awarding the contract for "Home Demolition – 2020" to S2 Rolloffs, LLC in the amount of \$15,950.00.

### Fiscal Impact:

The cost of demolition will be paid for out of the Library Expansion Budget.

**RESOLUTION NO. 2020-187**

**A Resolution of the City Council of the City of Fremont, Nebraska** to approve awarding contract for “Home Demolition – 2020” to S2 Rolloffs, LLC. in the amount of \$15,950.00.

**WHEREAS**, On August 25, 2020 the City of Fremont accepted and opened bids for “Home Demolition – 2020;” and,

**WHEREAS**, S2 Rolloffs, LLC. was determined to be the lowest responsible bidder.

**NOW THEREFORE BE IT RESOLVED:** By the Mayor and City Council to approve and approve award the demolition contract for “Home Demolition – 2020” to S2 Roloffs, LLC. In the amount of \$15,950.00.

PASSED AND APPROVED THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2020

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

ATTEST:

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



September 2nd 2020

Fremont City Council

This is our official request for one parking lot and two street closures for Fremont's Fall Festival on Sept 25th, 26th and 27th.

Parking Lot 1 - Music in the Park, Artisan Market, Community Church

**Parking lot at North East corner of 5th & Park Ave** for the whole days of September 25th, 26th, and 27th. from 6:00 am to 10:00 pm each day.

Street Closure 1 - Barbecue Cook-off

**5th Street from Park Ave to Main Street** from 6:00 am to 9:00 pm on Saturday, September 26th with the understanding that the middle of the street will be left open for emergency vehicles.

Street Closure 2 - Car Show

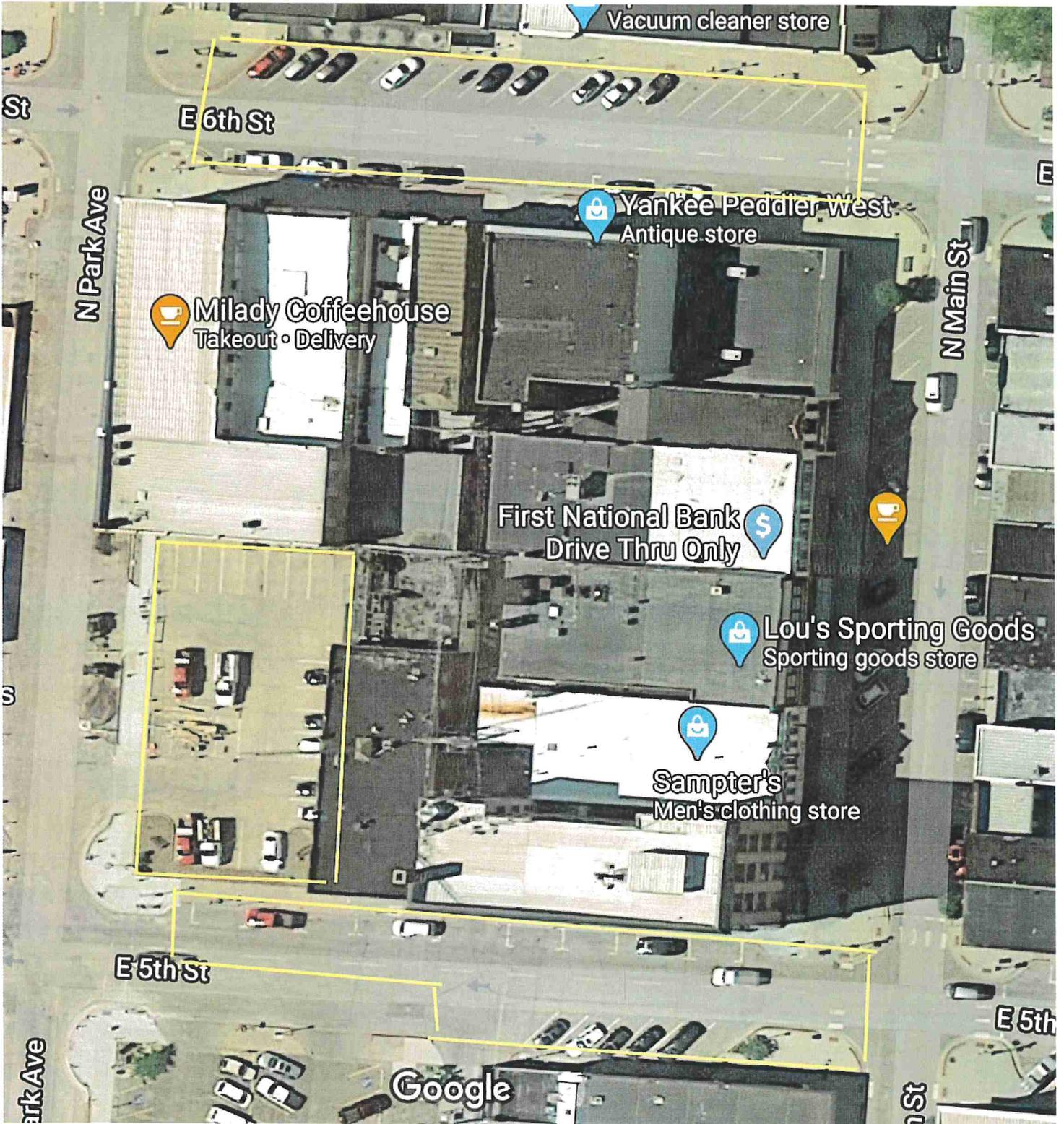
**6th Street from Park Ave to Main Street** from 6:00 am to 3:00 pm on Saturday, September 26th with the understanding that the middle of the street will be left open for emergency vehicles.

Attached you will find a map outlining the areas requested.

Attached you will find an Insurance policy with the City of Fremont listed as an Additional Insured.

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

Glen Ellis





## STREET & PARKING LOT AGREEMENT

This Street & Parking Lot Agreement (Agreement) is made and entered into on the 8<sup>th</sup> day of September 2020, by and between the City of Fremont (Owner) and Glen Ellis (Fremont Downtown Development Group) (Lessee) (collectively Parties).

### 1. RECITALS

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

1.1.1. Fremont Fall Festival, and

1.2. Owner is willing to lease the following street & parking lot(s):

1.2.1. City parking lot northeast corner of 5th & Park from 6:00 a.m. to 10:00 p.m., on September 25, 2020, September 26, 2020, and September 27, 2020 and;

1.2.2. 6<sup>th</sup> Street from Park Ave. to Main Street from 6:00 a.m. to 3:00 p.m. on September 26, 2020 and;

1.2.3. 5<sup>th</sup> Street from Park Ave to Main Street from 6:00 a.m. to 9:00 p.m. on September 26, 2020.

1.3. Therefore, in consideration of the foregoing recitals and of the mutual covenants, terms, conditions and remuneration herein provided, and the rights and obligations created hereunder, the Parties agree as follows:

### 2. DEFINITIONS

2.1. For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a specific Article or Section of this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

2.2. 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 25, 2020 through September 27, 2020 during times authorized by the City Council. The agreement may be terminated by either party for cause at anytime upon 10-day written notice to the notice to the other party. The Lessee shall have a 10-day grace period to cure the cause of the default. If the cause is not cured to the satisfaction of the Owner within the grace period, the agreement shall terminate 10-days thereafter.

#### **5. 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 Owner's Facilities and parking space(s).

#### **8. INSURANCE**

8.1. Insurance. Lessee shall carry insurance to protect the Parties hereto from and against any claims, demands, actions, judgements, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The amount of such insurance against liability due to damage to property shall be no less than \$1,000,000.00 as to any one accident and \$2,000,000.00 in aggregate; and against liability due to injury to or death of persons no less than \$1,000,000.00 as to any one person and \$1,000,000.00 to any one accident, and shall list the Lessor as additionally insured. Lessee shall also carry Workmen's Compensation insurance as required by applicable Nebraska Statutes. Lessee shall provide certificates of insurance to the Owner verifying the coverages required under this agreement and that it will not cancel or change any such policy except after thirty days notice to the Owner. The certificate(s) of insurance shall be provided to the Owner no later than three (3) business days prior to the event.

**9. APPLICABLE LAW**

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

**10. HEADINGS**

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

**Lessee:** \_\_\_\_\_

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

Name: \_\_\_\_\_

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

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

**Owner - City of Fremont**

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

Name: \_\_\_\_\_

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

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

**RESOLUTION NO. 2020-188**

**A Resolution of the City Council of the City of Fremont Nebraska, approving the request of Fremont Downtown Development Group to close a City Parking Lot, and two streets for Historic Downtown Fremont Fall Festival**

**WHEREAS**, Fremont Downtown Development Group has requested the closure of the City parking lot located at the northeast corner of 5th & Park Ave. from 6:00 a.m. to 10:00 p.m., on September 25, 2020, September 26, 2020, and September 27, 2020 for Music in the Park, Artisan Market, and Community Church; and

**WHEREAS**, Fremont Downtown Development Group has requested the closure of 6<sup>th</sup> Street from Park Ave. to Main St. from 6:00 a.m. to 3:00 p.m. on September 26, 2020 for Car Show; and

**WHEREAS**, Fremont Downtown Development Group has requested the closure of 5<sup>th</sup> Street from Park Ave. to Main St. from 6:00 a.m. to 9:00 p.m. on September 26, 2020 for Barbecue Cook-off; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and City Council approve Fremont Downtown Development Group to use the aforementioned locations during the provided times and for the purposes provided for the Historic Downtown Fremont Fall Festival.

PASSED AND APPROVED THIS 8<sup>th</sup> 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:** September 8, 2020  
**SUBJECT:** 2020-2021 Government Salary Ordinance

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**Recommendation:** Approve and hold final reading of Ordinance 5541

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## **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:** September 8, 2020  
**SUBJECT:** 2020-2021 Utility Salary Ordinance

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**Recommendation:** Approve and hold final reading for Ordinance 5542

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**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	Step 7	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	Step 7	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	Step 7	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: Honorable Mayor and City Council

FROM: Utility and Infrastructure Board  
Jan Rise, Administrative Services Director

DATE: September 8, 2020

SUBJECT: Proposals for Property and Liability Insurance Coverage for the October 1, 2020 City/DU renewal.

---

**Recommendation:** Recommend approval of a resolution to enter into agreement with the League Association of Risk Management (LARM) for the City's property and liability insurance coverage for its 2020-2021 renewal with a three-year commitment and agreeing to a 180-day notice of LARM member withdrawal.

---

**BACKGROUND:** With the passage and approval of Resolution No. 2020-045, the City Council authorized notification to the League Association of Risk Management (LARM), an insurance pool, of its possible termination of its participation in LARM and its intent to solicit proposals for its insurance program. With the passage and approval of Resolution No. 2020-044, a professional services contract was awarded to Charlesworth Consulting, LLC (Charlesworth) of Kansas City, MO to independently market the City's insurance program with LARM. (It should be noted that the program does not include the Utilities' property or the liability insurance for electric and gas operations.)

Insurance proposals were received on August 10, 2020 from LARM and Arthur J. Gallagher. A comprehensive review of both programs was conducted by Charlesworth and reviewed with staff. Attached is the summary of proposals prepared by Charlesworth. LARM's proposal totals \$370,659 and Gallagher's proposal totals \$370,905, with terms, limits, and deductibles stated in the summary comparison. Notable differences are described in the information. Charlesworth recommends that the City accept the LARM program with a three-year commitment and agreeing to a 180-day notice of withdrawal. Staff supports this recommendation. The Utility and Infrastructure Board recommends City Council approval of a resolution to enter into agreement with the League Association of Risk Management (LARM) for the City's property and liability insurance coverage for its 2020-2021 renewal with a three-year commitment and agreeing to a 180-day notice of LARM member withdrawal.

**FISCAL IMPACT:** Insurance is budgeted.



1828 WALNUT STREET, SUITE 701  
KANSAS CITY, MO 64108  
(913) 851.4730  
CHARLESWORTHCONSULTING.COM

August 14, 2020

Ms. Jan Rise  
Administrative Service Director  
City of Fremont  
400 E. Military  
Fremont, Nebraska 68025

**Re: 2020 Property & Liability Insurance Marketing**

Dear Ms. Rise:

Charlesworth Consulting is pleased to present the results of the City's 2020 insurance marketing project. The City retained our firm to assist in the preparation of the proposal specifications, manage the underwriting process, review the proposals, and prepare a summary spreadsheet comparing coverages, conditions, and premiums.

**What We Did**

Charlesworth Consulting, with assistance from staff, developed the proposal specifications, including loss information, schedules, and the requested coverage terms and conditions. We then provided the proposal specifications to the incumbent insurance agent and others that responded to the City's public notice. Four insurance agents submitted statements of interest, but due to the limited number of insurers seeking new governmental entity business, only the incumbent (LARM) and Arthur J. Gallagher elected to participate.

The project included a 60+ day underwriting period that required numerous applications to be completed by City staff. Proposals were due on August 10, 2020. Both LARM and Arthur J. Gallagher (Kansas City, MO) submitted insurance proposals for the City's consideration.

## Summary

The comprehensive review of both programs was presented to City staff with additional clarifications received from both participants. A summary is included with this report. Both LARM (Simmons Insurance Services) and Gallagher were very professional and courteous and did an outstanding job.

### LEAGUE ASSOCIATION OF RISK MANAGEMENT / LARM (Simmons)

LARM is a risk sharing pool that has been the risk transfer partner for the City for many years. The renewal program offers excellent terms and conditions for a total premium (contribution) of \$370,659 which represents a considerable decrease from the expiring cost of \$392,099.

As a risk sharing pool, LARM can offer some deductibles which are lower than what are typically offered by the standard insurance market. For example, the professional liability coverages (public management and employment practices) as well as the law enforcement liability have deductibles ranging from \$0 to \$2,500, whereas it is common for these deductibles to be \$10,000 or higher. LARM does include a sewer backup liability deductible of \$15,000 per building / \$75,000 per occurrence. The alternative program has no deductible for sewer backup liability claims.

The liability limits for the LARM program are \$5,000,000 for all coverages, tailored to the liability cap of the Nebraska Tort Claims Act, applicable to torts (not federal jurisdictions).

As an assessable risk sharing program, it is always important to closely review its financial health. We are not qualified to provide a financial strength opinion, but the most recently published financial report for the periods of September 30, 2019 and 2018 suggest the program has sufficient cash and investment assets to cover outstanding liabilities.

The LARM program provides terms and conditions that will respond to reasonably foreseeable events and claims. LARM has also been an excellent risk management partner with the City for several years, providing training and loss control services.

### BRIT / Lloyd's of London (Arthur J. Gallagher)

The fully insured program proposed by BRIT / Lloyd's of London also includes protection designed to respond to reasonably foreseeable events and exposures. Overall, this is an excellent program specifically design for governmental risks.

The program structure is slightly different than the LARM program whereas BRIT has provided primary limits of liability of \$1,000,000 for each line of coverage and included a \$4,000,000

umbrella. Although this collectively equals \$5,000,000 and is similar to LARM, the LARM limits are individual by line of coverage.

Some notable differences between this program and LARM are:

- As noted above, BRIT's deductibles for Law Enforcement, Public Management and Employment Practices is \$10,000. LARM's deductibles range from \$0 to \$2,500.
- LARM has a sewer backup liability deductible / BRIT has no deductible
- BRIT's automobile physical damage deductibles range from \$2,500 per vehicle to \$10,000 per vehicle, depending on the vehicle value. LARM's deductible is \$1,000 per vehicle.

The total premium of the BRIT / Lloyd's of London program is \$370,905, nearly identical to the LARM renewal.

## **Conclusion**

Given the information presented and based on our review of the proposals, it is our recommendation that the City consider accepting the LARM program as proposed by Simmons Insurance Services. It should be noted that the contributions noted in this report include a 3-year commitment, and agreeing to a 180 day notice of withdrawal.

We have enjoyed assisting the City on this important project and appreciate staff's cooperation and assistance in compiling information and filling out applications. We look forward to working with you again in the future. In the meantime, feel free to contact me if you have any questions or concerns.

Respectfully,



James Charlesworth  
Encl.

**CITY OF FREMONT, NEBRASKA**

PROPERTY / LIABILITY INSURANCE

OCTOBER 1, 2020

LARM

Arthur J. Gallagher / BRIT

**SUMMARY**

Property	\$108,796	\$224,343
Terrorism	Included	\$2,157
Equipment Breakdown	Included	\$3,473
Inland Marine	Included	Included
General Liability	\$72,207	Included
Law Enforcement Liability	\$10,695	Included
Public Management Liability	\$12,941	Included
Employment Practices Liability	Included	Included
Auto Liability	\$34,718	\$96,021
Auto Physical Damage	\$118,842	Included
Umbrella	NA	\$31,575
Cyber	\$12,460	\$13,336
<b>TOTAL</b>	<b>\$370,659</b>	<b>\$370,905</b>

Crime (Current Program Expires 7/1/2021)	\$2,058	\$3,090
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Contributions include 5% discount for agreeing to a 3-year Commitment and including a 180 Day Notice of Withdrawal. All coverage is subject to the terms, conditions, and exclusions of the Coverage Agreement and any applicable Bylaws and/or Interlocal Agreement.	Premiums include required 3% surplus lines tax. Some additional fees may apply. Crime is an indication only.
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THIS "SPREADSHEET" IS OFFERED ONLY FOR THE PURPOSE OF OVERVIEWING THE PROPOSAL PRESENTED BY THE AGENT OR REPRESENTATIVE. REFERENCE TO THE ACTUAL INSURING OR COVERAGE AGREEMENTS SHOULD BE MADE FOR DETERMINING SPECIFIC COVERAGES, CONDITIONS AND EXCLUSIONS.

**PROPERTY / INLAND MARINE**

Limit:	\$53,053,307 Blanket	\$57,511,523
	\$5,000,000 Earthquake Aggregate	\$5,000,000 Earthquake Aggregate
	\$1,000,000 Flood Aggregate	\$1,000,000 Flood Aggregate
Deductible:	\$10,000 All Perils	\$10,000 All Perils
		\$2,500 Equipment Breakdown
	\$25,000 Earthquake	\$25,000 Earthquake
	\$10,000 Flood (zone C) / \$100,000 (zone B)	\$25,000 Flood

Inland Marine	\$7,907,199 Scheduled Contractor's Equipment	\$7,618,389 Scheduled Contractor's Equipment
	\$240,082 Scheduled Miscellaneous Property	\$289,237 Scheduled Miscellaneous Property
	\$49,740 Fire Equipment	\$25,000 Fire Equipment
	\$1,610,218 Radio Towers & Equipment	\$100,000 Radio Towers & Equipment
	\$84,500 Fine Arts	\$5,000 / \$10,000 Fine Arts
Deductible:	Varies \$5,000 and \$10,000 / See Schedule	\$5,000 Per Occurrence

**GENERAL LIABILITY**

Limits -	\$5,000,000 Each Occurrence	\$1,000,000 Each Occurrence
	\$5,000,000 Personal / Adv. Inj.	\$1,000,000 Personal / Adv. Inj.
	\$5,000,000 General Aggregate	\$2,000,000 General Aggregate
	\$5,000,000 Prod / Comp.Op. Agg.	\$2,000,000 Prod / Comp.Op. Agg.
	\$100,000 Property Damage Legal	\$1,000,000 Property Damage Legal
	\$5,000 Medical Pay / Each Person	\$5,000 Medical Pay / Each Person
		\$5,000 Medical Pay / Each Occurrence
Deductible:	None	None
	\$15,000 Sewer Backup Per Bldg.; \$75,000 Per Occ.	

**EMPLOYEE BENEFIT LIABILITY**

Limits:	\$1,000,000 Each Wrongful Act	\$1,000,000 Each Wrongful Act
	\$1,000,000 Aggregate	\$1,000,000 Aggregate
Deductible:	None	None

**LAW ENFORCEMENT LIABILITY**

Limits Of Liability:	\$5,000,000 Each Occurrence	\$1,000,000 Each Occurrence
	\$5,000,000 Aggregate	\$1,000,000 Aggregate
Deductible:	\$2,500 Per Loss	\$10,000 Per Loss

**PUBLIC MANAGEMENT LIABILITY**

Limits Of Liability:	\$5,000,000 Each Wrongful Act	\$1,000,000 Each Wrongful Act
	\$5,000,000 Aggregate	\$1,000,000 Aggregate
Deductible:	\$2,500 Each Wrongful Act	\$10,000 Each Wrongful Act

**EMPLOYMENT PRACTICES LIABILITY**

Limits Of Liability:	\$5,000,000 Each Wrongful Act	\$1,000,000 Each Wrongful Act
	\$5,000,000 Aggregate	\$1,000,000 Aggregate
Deductible:	None	\$10,000 Each Wrongful Act

**AUTOMOBILE**

Liability Limits:	\$5,000,000 Combined Single Limit	\$1,000,000 Combined Single Limit
Auto Liability Deductible:	None	None
Auto Physical Damage Deductible-	\$1,000 Per Vehicle / Comprehensive and Collision	\$2,500 - \$10,000 Per Vehicle based on value (\$0 Glass Breakage)

**CITY OF FREMONT, NEBRASKA**

PROPERTY / LIABILITY INSURANCE

OCTOBER 1, 2020

**LARM**

**Arthur J. Gallagher / BRIT**

**UMBRELLA LIABILITY**

Limits Of Liability:	Not Applicable	\$4,000,000 Each Occurrence
		\$4,000,000 Personal / Advertising Injury
		\$4,000,000 General Aggregate

**CYBER**

Insurer:	Beazley	BCS Insurance Company
Aggregate Limit:	\$1,000,000	\$1,000,000
First Party Limits:	\$1,000,000 Cyber Extortion	\$1,000,000 Cyber Extortion
	\$1,000,000 Crisis Management / Breach Response	\$1,000,000 Crisis Management / Breach Response
	\$1,000,000 Data and Network Liability	\$1,000,000 Data and Network Liability
Third Party Liability:	\$1,000,000 Regulatory Defense & Penalties	\$1,000,000 Regulatory Defense & Penalties
	\$1,000,000 Payment Card Liabilities and Cost	\$1,000,000 Payment Card Liabilities and Cost
	\$100,000 Fraudulent Instruction	
Deductible:	\$25,000 Per Loss	\$15,000 Per Loss
	100 Notified Individuals (if applicable)	

**CRIME COVERAGE**

Current Term July 1, 2018 to July 1, 2021

Insurer:	Travelers	Certain Underwriters at Lloyd's of London
Limit:	\$200,000 Per Loss	\$250,000 Per Loss
Deductible:	\$50,000 Per Loss	\$5,000 Per Loss

**RESOLUTION NO. 2020-178**

**A Resolution of the City Council of the City of Fremont, Nebraska, to renew and extend a three-year insurance coverage commitment with the League Association of Risk Management (LARM) for the City's property and liability insurance coverage for its 2020-2021 renewal.**

WHEREAS, the City of Fremont received insurance proposals on August 10, 2020 for its property and liability insurance from two providers, LARM and Arthur J. Gallagher, for the 2020-2021 insurance renewal; and,

WHEREAS, proposals were comprehensively reviewed and analyzed by Charlesworth Consulting, LLC and City staff; and,

WHEREAS, Charlesworth Consulting, LLC recommends that the City accept the LARM proposal in the amount of \$370,659, with a three-year commitment and agreeing to a 180-day notice of withdrawal; and,

WHEREAS, the Utility and Infrastructure Board has reviewed and recommends acceptance of LARM's proposal for the City's property and liability insurance coverage for its 2020-2021 renewal with a three-year commitment and agreeing to a 180-day notice of withdrawal.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the LARM proposal in the amount of \$370,659 and to enter agreement with LARM for the City's property and liability insurance coverage for its 2020-2021 renewal with a three-year commitment and agreeing to a 180-day notice of withdrawal.

PASSED AND APPROVED THIS 8th DAY OF SEPTEMBER, 2020

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Scott Getzschman, Mayor

ATTEST:

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Tyler Ficken, City Clerk

# STAFF REPORT

TO: Honorable Mayor and City Council  
FROM: Lottie Mitchell, Grant Coordinator  
DATE: September 8, 2020  
SUBJECT: Hazard Mitigation Grant Program Authorized Representative and Financial Commitment

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Recommendation: Approve Resolution 2020-179

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**BACKGROUND:** Following a federally declared disaster, Federal Emergency Management Agency (FEMA) in partnership with the Nebraska Emergency Management Agency (NEMA) have Hazard Mitigation Grant Programs (HMGP) available to assist property owners in mitigating the risk of flooding by elevating their homes or filling in their basements. The HMGP is designed to reimburse 75% of project costs.

HMGP awards are made only to local jurisdictions. In an effort to bring this opportunity to our community, we submitted a Notice of Interest to NEMA In June 2019. We then held a public meeting in July 2019 to gauge interest in the program. 87 people attended and 43 signed up as interested in mitigation. Also, in July, City Council approved hiring JEO Consulting to assist with the HMGP application development and execution. Another public meeting was held in September 2019 with 25 attendees.

The City received the application from NEMA in January 2020. We have been working on the application with JEO, NEMA, and property owners since. At this time, only two properties remain in the application. Both properties have obtained the required assessments and certificates to remain in the application. The application is complete and requires only two additional items.

The first item is the requirement that the City Council approve an authorized representative and a fiscal officer. The authorized representative is then authorized to execute and file the application on behalf of the City of Fremont, they are authorized to represent and act for the City of Fremont in all dealings with the State of Nebraska for all matters pertaining to this grant and will serve as the single point of contact. It is requested Lottie Mitchell, Grant Coordinator, be approved as the authorized representative and Jody Sanders, Director of Finance, be approved as the fiscal officer.

The second item is the financial commitment letter, included in the backup. The two property owners are required to pay for their elevation projects in their entirety, then submit the invoices and proof of payment to the City who will then submit to NEMA/FEMA for reimbursement of 75% of the project costs. This portion of the project has no fiscal impact to the City. The portion of the project that the City is responsible for includes the pre-award application development and project management. This is estimated at \$75,000. The City is responsible to pay the costs up front, then submit to NEMA/FEMA for reimbursement of 75% of the total costs. This leaves a fiscal impact of approximately \$18,750 for the City.

**FISCAL IMPACT:** \$18,750.

**Nebraska Emergency Management Agency  
Hazard Mitigation Assistance Grant Programs  
Authorized Representative Designation**

Subgrantee: City of Fremont

HMGP/PDM Project Number: \_\_\_\_\_

	<b>Authorized Representative</b>	<b>Fiscal Officer</b>
<b>Name:</b>	Lottie Mitchell	Jody Sanders
<b>Organization:</b>	City of Fremont	City of Fremont
<b>Official Position:</b>	Grant Coordinator	Director of Finance
<b>Street Address:</b>	400 East Military Avenue	400 East Military Avenue
<b>Mailing Address:</b>	400 East Military Avenue	400 East Military Avenue
<b>City:</b>	Fremont	Fremont
<b>State, Zip + Four:</b>	NE, 68025	NE, 68025
<b>Phone:</b>	402-727-2630	402-727-2630
<b>Fax Number:</b>	402-727-2667	402-727-2667
<b>Email:</b>	lottie.mitchell@fremontne.gov	jody.sanders@fremontne.gov

The above Primary and Secondary Project Officers are hereby authorized to execute and file application for this mitigation project on behalf of this organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act or otherwise available. Designated Project officers are authorized by the below Certifying Official to represent and act for this organization in all dealings with the State of Nebraska for all matters pertaining to this grant and will serve as the single point of contact.

\_\_\_\_\_  
Signature of Mayor or Authorized Official

9/8/2020

\_\_\_\_\_  
Date

Scott Getzschman, Mayor

Printed name of above Authorized Official



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400 East Military Avenue, Fremont, NE 68025-5141

September 8, 2020

John Gassmann, State Hazard Mitigation Officer  
Nebraska Emergency Management Agency  
2433 N.W. 24<sup>th</sup> Street  
Lincoln, Nebraska 68524

RE: City of Fremont – Elevation Project – Financial Commitment Letter

Mr. Gassmann,

The City of Fremont is requesting assistance through the FEMA Hazard Mitigation Grant Program (HMGP) to elevate properties above the base flood elevation to help mitigate the risk of damage and loss from flood events.

The City of Fremont is committed to funding the local cost share for the services of pre-award application development and the project management portions of the project. These services are estimated at approximately \$75,000 with 25% local cost share of \$18,750. The funds are available throughout the duration of the project.

The property owners of the two participating parcels are responsible for funding their elevation projects in their entirety and submitting the required documents to the City of Fremont to request reimbursement from FEMA. The City of Fremont will provide the conduit to the reimbursement funds.

The services for which the property owners will be responsible to fund include: Elevation Certificate (pre and post mitigation), Engineering Design, Lead Paint/Asbestos/Termite Inspection, Utilities Disconnect and Reconnect Fees, Elevation Construction, Temporary Relocation Costs, Access Steps, Title Work, and Recording Fee. The property owners are responsible for the 25% local cost share for each of their properties.

Services for Parcel A are estimated at approximately \$36,500 with a 25% local cost share of \$9,125. Services for Parcel B are estimated at approximately \$93,000 with a 25% local cost share of \$23,250.

If you have any questions or require further information, please contact Lottie Mitchell, Grant Coordinator, at [Lottie.Mitchell@fremontne.gov](mailto:Lottie.Mitchell@fremontne.gov).

Respectfully,

Scott Getzschman, Mayor  
City of Fremont

**RESOLUTION NO. 2020-179**

**A Resolution of the City Council of the City of Fremont Nebraska, approving Lottie Mitchell, Grant Coordinator, as the Authorized Representative and Jody Sanders, Director of Finance, as the Fiscal Officer and authorizing the Mayor sign the Financial Commitment Letter for the Hazard Mitigation Grant Program – Elevation Project.**

**WHEREAS**, the City of Fremont, Nebraska intends to submit a Hazard Mitigation Grant Program application to Nebraska Emergency Management Agency for the elevation of two properties; and,

**WHEREAS**, The Hazard Mitigation Grant Program Application requires the City Council to approve an Authorized Representative and a Fiscal Officer and authorize the Mayor to sign the Financial Commitment Letter.

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and City Council approve Lottie Mitchell, Grant Coordinator, as the Authorized Representative and Jody Sanders, Director of Finance, as the Fiscal Officer and that the Mayor be authorized to sign the Financial Commitment Letter.

PASSED AND APPROVED THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2020.

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

ATTEST:

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

## STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Todd Bernt, Fire Chief

DATE: September 8, 2020

SUBJECT: Purchase of Rosenbauer Fire Engine

Recommendation: Move to approve resolution 2020-180
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**Background:** The fire department has budgeted for the replacement of a 1995 E-One Fire Engine.

The City Council approved Ordinance 5386, on September 27, 2016, for the purchase of supplies and equipment, exceeding \$50,000, through Vendors where acquisition costs of the item being purchased has been established through a public bidding process conducted under the Interlocal Cooperation Act or a Joint Public Agency Act (Nebraska State Administrative Services Material Division), and where the cost of obtaining the supplies or equipment does not result in any additional fees from any vendor, or require an exclusive purchasing agreement.

On November 30, 2016, the City of Fremont entered into an agreement with Sourcewell (NJPA), authorized by City Ordinance 5386 and in accordance with the Interlocal Cooperation Act, to purchase of goods and services from Sourcewell awarded vendors.

Sourcewell is a public agency that offers competitively solicited purchasing contracts for products and equipment to member agencies so those members do not have to duplicate the solicitation process. Sourcewell strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals. All contracts available to participating members have been awarded by virtue of a public competitive procurement process compliant with state statutes.

Since the purchase of the Rosenbauer Fire Engine is greater than \$50,000, the fire department recommends purchasing the Rosenbauer Fire Engine through Sourcewell contract (Contract No. 022818-RSB) with Rosenbauer Minnesota, LLC. This contract was prepared in accordance with Sourcewell's usual and customary procedures and policies for all materials and equipment necessary to provide the purchase of one Rosenbauer Fire Engine for the City of Fremont.

City Council approved the budget, which included funds for the fire engine in the 2020-2021 Capital Improvement Plan of \$550,000. The engine is over budget by \$20,733.

Base price of the Rosenbauer Fire Engine:	\$589,892
Making chassis payment upon arrival at plant deduct:	-\$ 9,159
Trade in 1995 E-One Fire Engine deduct:	<u>-\$ 10,000</u>
Total Cost:	\$570,733

Chassis Cost: If chassis amount of \$238,637 is paid upon arrival at their plant in Minnesota, deduct \$9,159 from the base price.

Fire department added/changed a couple of items on this specification that is different to our current fire engines that put this cost over budget.

- 1) Wireless remote-control deck gun. Engines are bigger than before, by going wireless remote control this will keep firefighters from operating a deck gun manually on top of the engine preventing falls/injury from the truck. We would have a quicker deployment of the deck gun then having a firefighter climb the engine to operate manually.
- 2) Light tower on top of the cab. This would give us the ability to light up a scene at night. Our current engines do not have light towers but do have scene lights on the side of the engine but this is more or less lighting around the engine. The light tower would light up the scene. If we do need lights to light up the scene, our heavy rescue would need to be on scene for that type of lighting which has a light tower. Night time operations are extremely dangerous and scene lighting is important.

Estimated delivery is approximately 440 days.

**Fiscal Impact:** Budgeted for 2020-2021 is \$550,000. Due to the build time, the fire department will not receive the engine until 2021-2022 fiscal budget. The chassis payment of \$238,637 will be in the 2020-2021 fiscal budget year with the remaining of the purchase costs of \$332,096 being paid in the 2021-2022 fiscal budget year.



Awarded Contract



### PURCHASE ORDER

Purchaser		SUPPLIER	
Member #	81136	Contract #	Sourcewell Contract #: 022818-RSB
Purchaser:	City of Fremont	Supplier:	Rosenbauer Minnesota, LLC
Address 1:	400 E. Military Ave.	Address 1:	5180 260th Street
Address 2:		Address 2:	PO Box 549
City, State, Zip:	Fremont, NE 68025-5141	City, State, Zip:	Wyoming, MN 55092

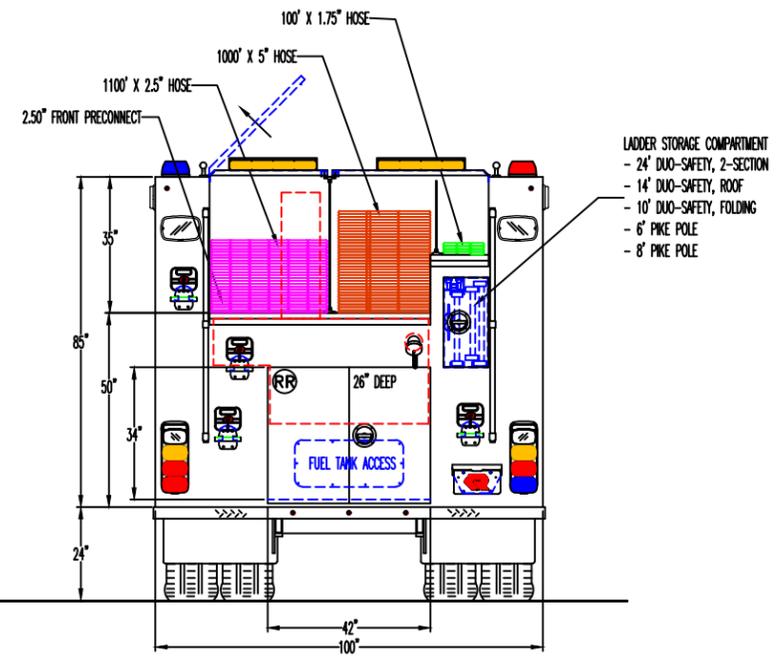
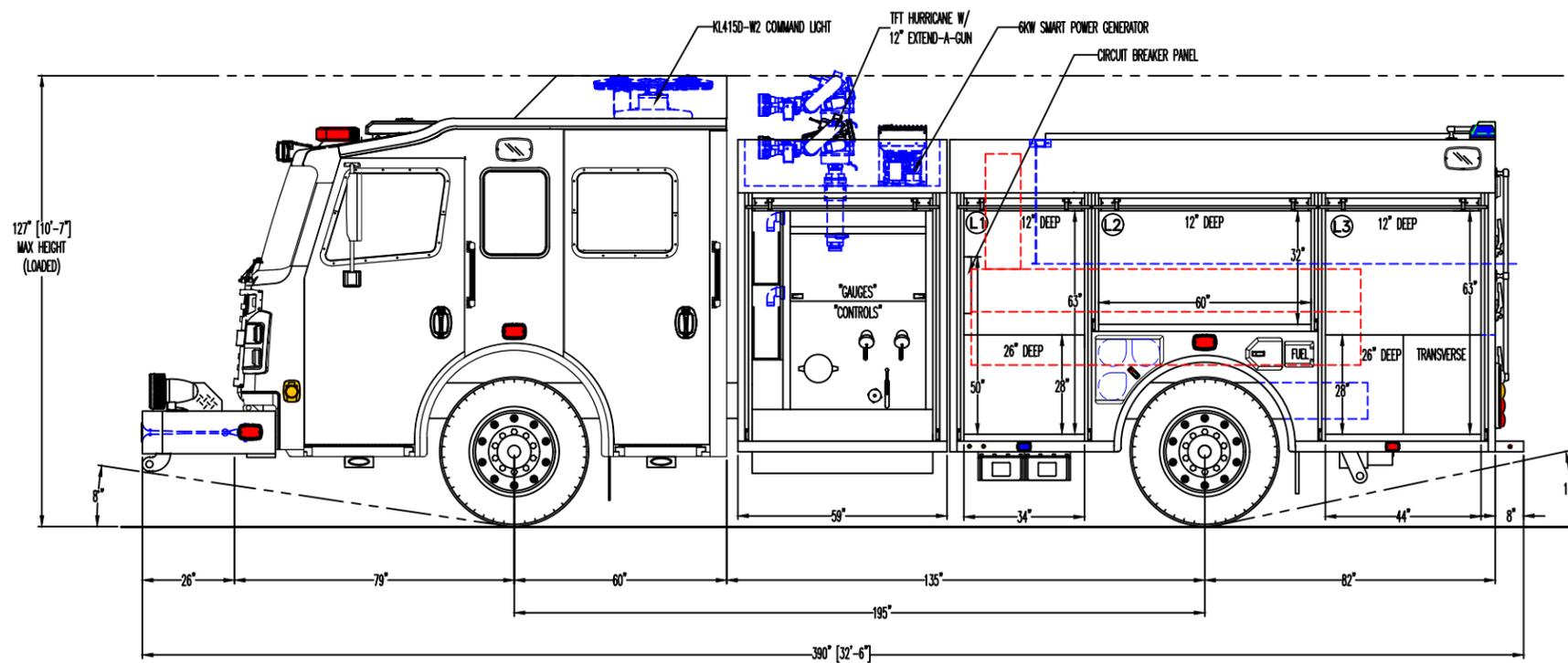
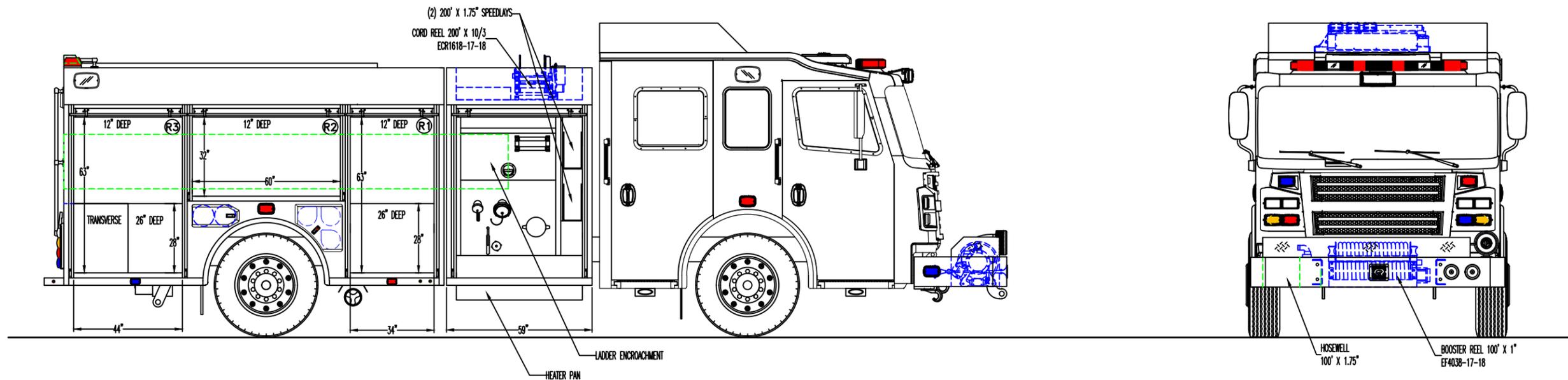
Purchase Order Number:	90820	Delivery in Calendar Days:	440
Date:	9/8/2020		

Quantity	Description	Price	Price (Extended)
1	One (1) Rosenbauer Pumper, complete with Rosenbauer Commander chassis per attached specifications.	\$589,892.00	\$589,892.00
*Note: If chassis amount of \$238,637.00 is paid upon arrival at our plant in Minnesota, deduct \$9,159.00 each			
<b>TOTAL</b>			<b>\$589,892.00</b>

NOTES:	
--------	--

Rosenbauer Dealer:	Heiman Fire Equipment
Salesperson:	Justin Schack
Signature:	<i>Justin Schack</i>

Purchaser:	City of Fremont
Print Name:	
Title:	
Date:	
Signature:	



- NOTES:  
1. OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.  
2. DO NOT SCALE DRAWING.  
3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.  
4. DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.  
5. INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.

REVISED: CRL	DATE: 07-13-2020 (R-04)
REVISED: JRL	DATE: 03-18-2020 (R-03)
REVISED: CRL	DATE: 03-16-2020 (R-02)
DRAWN: TAA	DATE: 01-23-2020 (P7257-01)

PROPRIETARY AND CONFIDENTIAL  
THE INFORMATION CONTAINED IN THIS DRAWING IS  
THE SOLE PROPERTY OF ROSENBAUER. ANY  
REPRODUCTION IN PART OR AS A WHOLE WITHOUT  
THE WRITTEN PERMISSION OF ROSENBAUER IS  
PROHIBITED.

APPROVED BY:	
MAXIMUM HEIGHT	10' 7"
MAXIMUM LENGTH	32' 6"
BODY WIDTH	100"

CHASSIS: COMMANDER R6008
PUMP: WATEROUS CXC20 1500
TANK: POLY 500
TYPE: PUMPER
AERIAL: N/A

- PROPOSED -  
FREEMONT NE



ROSENBAUER EXT		
JOB NUMBER	DRAWING NUMBER	REV
-	P7546	04

PUMPERS



# PUMPERS

CUSTOM AND COMMERCIAL

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 **rosenbauer**

# ROSENBAUER PUMPER

## CUSTOM SIDE MOUNT PUMPER

### TRIED AND TRUE

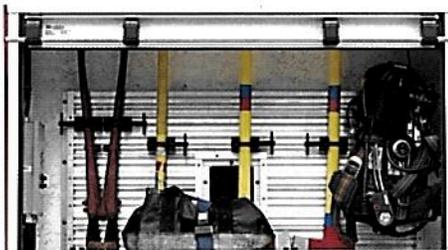
Custom side mount pumpers have dominated fire department fleets for decades and for good reason; they are tried and true. Rosenbauer is the leader in firefighting innovation, incorporating world class features into your apparatus.

Rosenbauer's EXT, FX, and CT bodies are fully-customizable and are available in 1/8" or 3/16" aluminum or stainless steel. State-of-the-art body electrical wiring reduces service time and money.



### CUSTOM SIDE MOUNT PUMPER

- ◆ Commander 4000 Chassis
- ◆ 400 HP Chassis
- ◆ EXT Body With Lifetime Transferable Warranty
- ◆ 1500 GPM Pump
- ◆ 750 Gallon Tank



Customizable Tool Storage



Full-Depth, Full-Height Side Compartment



Black Thermal Coated Control Panel



Slide-Out Equipment Trays



Full-Width Access Compartments



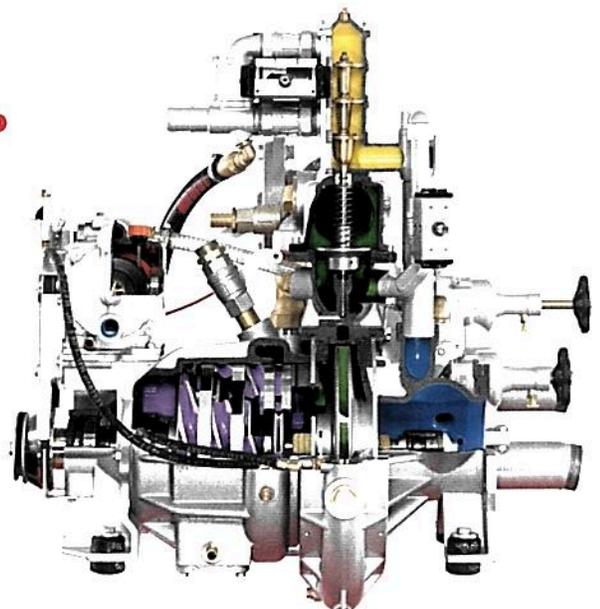
## CUSTOM SIDE MOUNT PUMPER

- ◉ Commander 4000 Chassis
- ◉ 750 Gallon Tank
- ◉ FX Body 3/16" Aluminum
- ◉ 450 HP Chassis
- ◉ 1500 GPM Pump

## PRO TIP: ROSENBAUER NH SERIES PUMP

### DRIVE OPTIONS

- ◉ PTO direct driven - no gear box
- ◉ PTO gear box with multiple drive ratios
- ◉ Split shaft gear box
- ◉ Rosenbauer 500, 750, 1000, 1250, and 1500 GPM single-stage fire pumps, combined with a Rosenbauer 100 GPM, 600 PSI four-stage high pressure pump on one common shaft
- ◉ Capable of volume and high pressure flows simultaneously
- ◉ CAFS-like foam on high pressure NFPA rated from 500 GPM to 1500 GPM
- ◉ Five year warranty
- ◉ High grade stainless steel shaft
- ◉ Self-adjusting mechanical seals



**COMMANDER™**



**COMMANDER™**

CUSTOM FIRE SERVICE CHASSIS

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 **rosenbauer**

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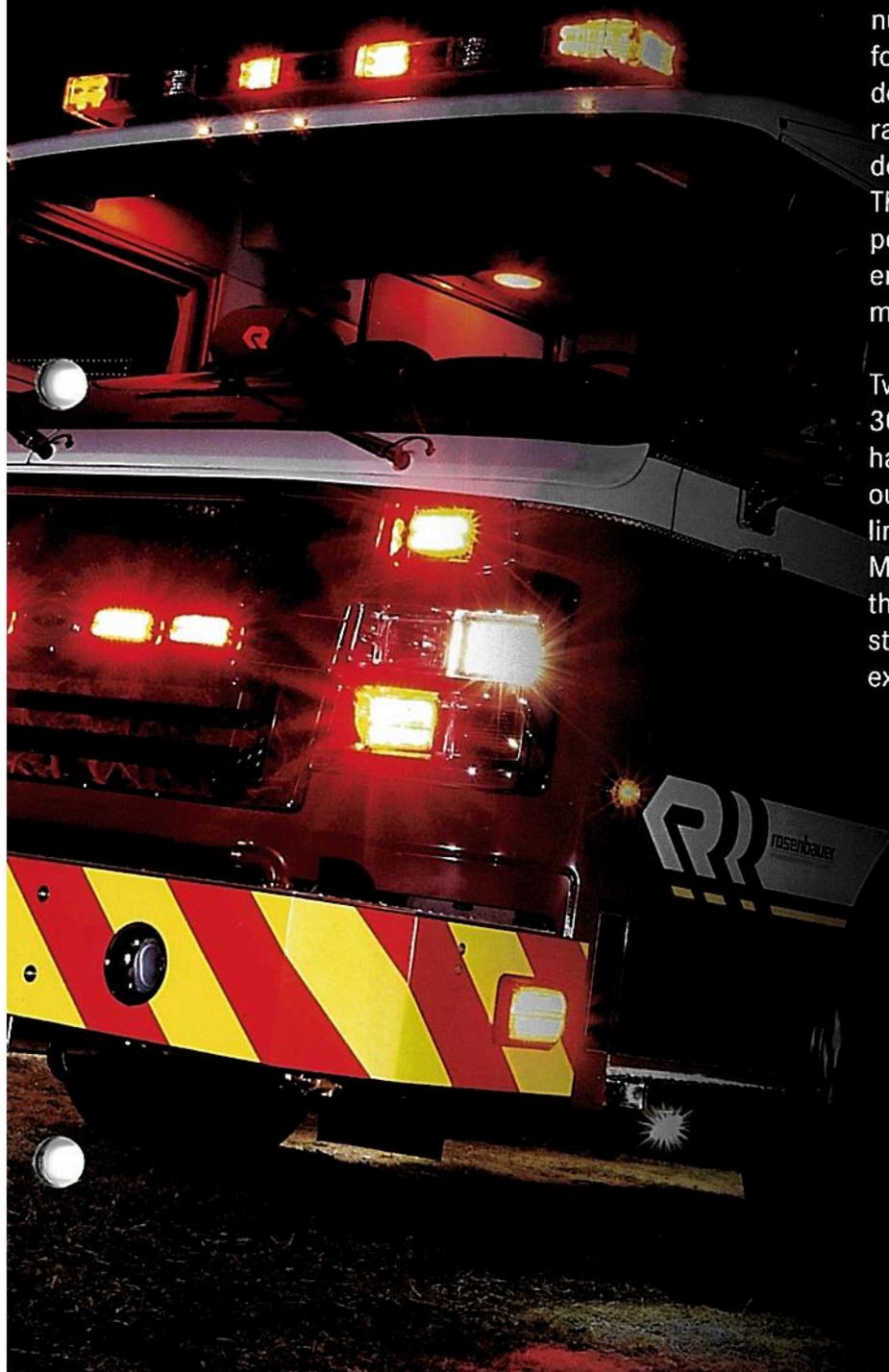
# ● INTRODUCTION

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The Commander Chassis has been well accepted in the market, in fact sales have far exceeded our original forecasts. The huge success of the chassis can be attributed to the outstanding features fire departments asked for.

The Commander is feature-rich, providing numerous benefits firefighters are looking for. It was not Rosenbauer's intent to design and develop a revolutionary chassis; rather, we wanted to focus on key chassis design areas important to the customer. The results were outstanding vehicle performance, unparalleled cab ergonomics, enhanced firefighter safety features and much more at an affordable price.

Two Commander Chassis are available, the 3000 and 4000 Models. The 4000 Model has engines available up to 600 HP and is our premier chassis. The 3000 Model is limited to 450 HP engine rating. The 3000 Model also has design features and options that are priced more economically, but you still get all the best in class features you expect with the Commander chassis.



# VEHICLE STYLING

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## APPEARANCE

The Commander appearance provides a fresh, new style and look that distinguishes the cab as a Rosenbauer product, the world's leading manufacturer of fire and emergency apparatus.

The cab boasts a dramatic grill that's available with a variety of options including flag images and a laser cut fire department name that is back lit. Either traditional quad-style headlights or more modern round headlights can be selected. Flexibility in the grill and headlight assembly designs allows the customer to select the appearance they desire.

# VEHICLE PERFORMANCE

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## VEHICLE PERFORMANCE

The performance of the chassis is critical for safety of the passengers and we are confident that when you drive and ride in the Commander you will be impressed with the vehicle handling and ride characteristics. Responsive steering and exceptional maneuverability give the driver total control behind the steering wheel. Drive a Commander and experience outstanding performance for yourself!

# VEHICLE PERFORMANCE

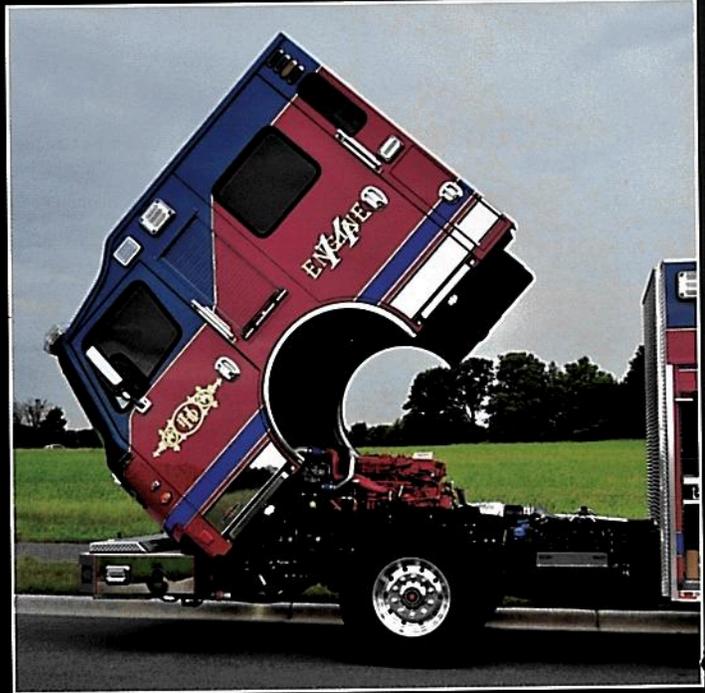
## CAB TILT DESIGN

Heavy-duty cab lift cylinders are mounted on each side of the frame rails and provide a smooth and stable operation when lifting and lowering the cab.

The cylinder mounting design facilitates easy engine service as the cab can be tilted 45° to the ground.



Two, specially designed cab lock down mounts made of a soft metal-bonded natural rubber compound. The cab mounts are to isolate the cab from the chassis frame rails, reducing noise and vibration. The mounts allow slight movement to control cab motion reliability. Surface-effect dampers absorb resistance at both low and high velocities equally, thereby minimizing vibration and enhancing the quality of the ride.



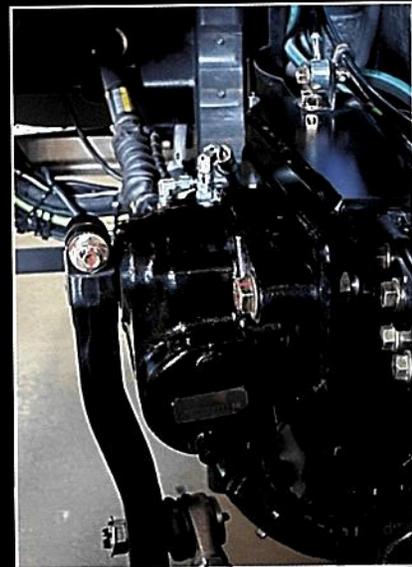
## STEERING SYSTEM

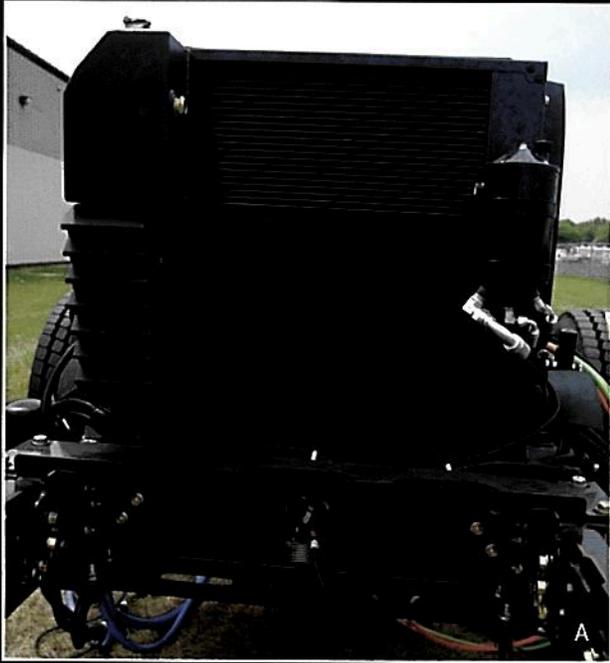
The vehicle's steering features are vital to the operation of the fire apparatus. The duty-cycle of a fire apparatus is unique; it has to get to the scene as fast as it can without compromising safety.

Rosenbauer has designed a superior steering system. By streamlining the steering arm geometry, we have reduced miter boxes and severe angles of the arm locations. This results in more responsive vehicle handling and control during all driving conditions.

The steering system is designed to eliminate additional driver effort through full range of steering rotation. It has reserve torque capacity at the limits of travel. The steering system pulls the truck out of sharp turns improving safety during and reducing driver stress.

Not only have we optimized the steering design for vehicle handling, but we also increased the cramp angles to improve vehicle maneuverability. We have achieved an industry "Best in Class" steering cramp angle of a minimum of 46 degrees right and left for all axle and tire applications, and we have third party certification to prove it.





## ENGINE COOLING

A key objective in designing the Commander chassis was to move the engine/power train in a more rearward and down position on the chassis frame assembly. We achieved approximately 11" of space between the front of the fan and back of the radiator. This allowed us to design an aerodynamic fan shroud that increases air flow to the radiator. (Photo B) The results are a much more efficient cooling system, even when using the Cummins ISX 600 HP engine. The cooling test data supports this fact. Other manufacturer have closer fan-to-radiator positions which limits their shroud design, limits air flow and results in a less efficient cooling system.

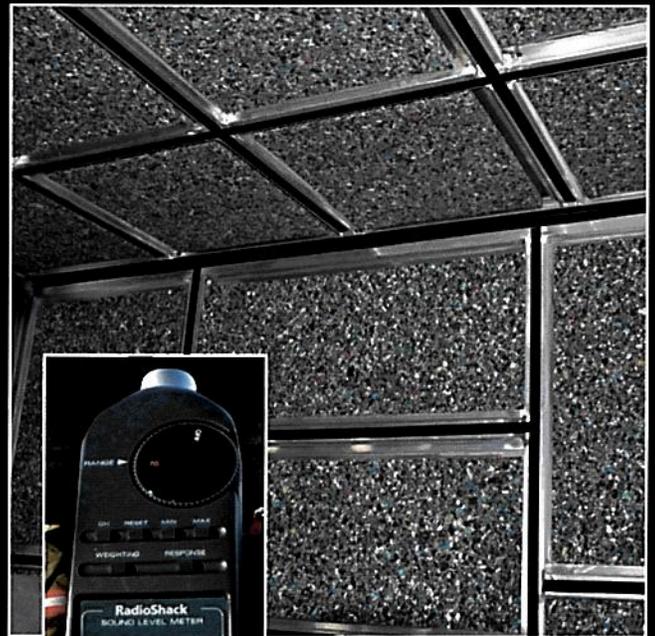
Another design feature that promotes engine cooling is the vertically stacked charge air cooler mounted above the radiator (Photo A). A reduced core size in the stacked design provides maximum cooling capacity for the engine.



## CAB INSULATION AND NOISE LEVELS

A dampening insulation between the cab skin and all surfaces of the interior ceiling and walls completely insulates the cab from exterior sound and heat intrusion. All insulation used in the construction of the cab is marine-grade, featuring longevity and resistance to degradation.

The result is an extremely quiet cab. Decibel readings inside measure in the low 70s dB at 45 MPH and mid 70s at 65 MPH. Some fire departments even question the need for intercom headsets.



# CAB ENVIRONMENT & ERGONOMICS

## ENGINE TUNNEL INSIDE CAB

The size of the engine tunnel, has the most impact on room inside the cab. The size of the engine tunnel is dictated by the design of the engine installation and cooling package. The engine power train is moved rearward and down allowing us to keep the cooling package lower without compromising ground clearance.

The result is an engine tunnel inside the cab that's only 21" high with tapered corners that measure 42" wide. When sitting in the driver's or officer's seat, hips are above the sides of the engine tunnel, providing ample room for firefighters of any size.

The engine tunnel height of only 21" is "Best-in-Class" and something you will immediately identify when you take a



## ROOM FOR DRIVER & OFFICER

Occupants seated in the driver's or officer's position have excellent maneuverability thanks to ample hip room, floor space and knee room. Because the engine tunnel is low and tapered, the occupant can easily turn to communicate with other personnel inside the cab. Side to side and front-to-rear space in both seating positions provide "Best-in-Class" room and comfort for the occupants.



# CAB ENVIRONMENT & ERGONOMICS

## CAB INTERIOR DESIGN

The cab's instrument panel is ergonomically designed to give the driver the feeling of sitting behind the wheel of a luxury car. The cab dash is constructed of a single contoured piece of RTM composite with a rugged scratch resistant coating. This construction allows for a clean, seamless area that reduces unnecessary joining of dash components.

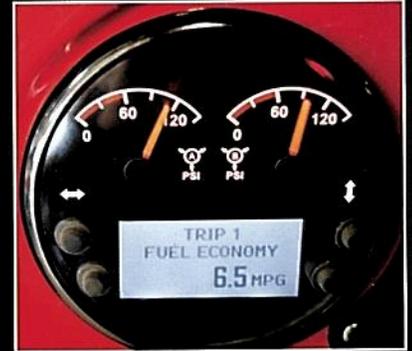
The layout of the instruments and controls gives the driver a comfortable and confident feeling when driving and operating the vehicle. Controls are within easy reach resulting in minimal distractions while at the wheel. Gauge and switch backlighting is set at the optimum intensity for night-time driving.

The gauge cluster provides the driver with a clear unobstructed view. The three-gauge layout is simple and easy-to-read so the driver can watch the road.

A digital information screen, located in the left dash gauge, has a wealth of information. Fuel economy, trip distance, engine hours, exhaust temp, turbo boost PSI, DEF level and much more are available by simply scrolling through.

## COLOR OPTIONS

*Gauge cluster panel paint color to match primary cab exterior color or black as an option*



### CREW CAB FLOOR SPACE

Crew cab space is also important and was not overlooked in the design of the Commander cab.

The crew cab floor is flat, no large hump in the middle with a one o'clock PTO, eliminating safety concerns. The floor is extended to the doors below the rear facing seats to provide an area for the firefighters boots.

Different cab lengths with a variety of seating configurations provide options to your needs.



### STEERING WHEEL

Two steering wheel styles are available (both 18" 4-spoke design). You can choose from the standard 4-spoke wheel or the VIP Smart Wheel. The VIP Smart Wheel has controls for wipers, air horn, engine brake and fog lights.



### STORAGE COMPARTMENT

Additional storage compartments are available on extended cabs



### CUSTOM CENTER CONSOLE

A customizable center console is standard and mounted on the top forward area of the engine tunnel. The console can accommodate radios, siren heads, brackets for lap tops, etc. Even cup holders are provided. The console provides flexibility and is easily modified when equipment needs and changes occur.



# SAFETY



## STATE-OF-THE-ART

Uncompromised safety was a cab design goal from the beginning. Through past experience, cab engineers knew how to enhance the structural integrity of the cab. The design efforts were validated through third party testing as the cab exceeded the test criteria.

## WINDSHIELD

A single piece windshield, provides excellent visibility and a panoramic view for the driver and officer. A low-profile dash enhances a forward line of sight downward to the road, and the view upwards is not obstructed by an overhead HVAC unit. The center windshield post is eliminated also improving visibility.

The automotive-style windshield can be easily replaced, and is surprising affordable.



## CAB DOOR DESIGN

The cab doors opening to 85° are the widest in the industry making it easy to enter and exit. Door hinges are heavy-duty stainless steel and hidden to prevent dirt and debris from becoming trapped in the hinge.



## THIRD-PARTY TESTING AND EVALUATION

Before we offered the chassis for sale in the market, we determined it was important to validate the design of our cab through third party testing. We were pleased with the results. We passed all the requirements of NFPA 1901, SAE J2420 and J2422. Here are a few highlights of the test results:

- ▼ J2420 front strength , dynamic load test, required 44.13kj of force, achieved 100kj or 2.27 times the requirement
- ▼ J2422 cab roof strength, required 24,130 pounds, achieved 120,000 pounds, almost five times the requirement



# SAFETY

## CAB STRUCTURE DESIGN

Our experienced team of engineers set out to design the strongest and safest cab in our industry. From past experience, they understood the design criteria needed to accomplish this goal. All third party testing validated the achievement of our goal.

The "A" pillar is a closed section, one-piece extrusion extending from the cab header to the bottom of the cab. The "D" pillar is a closed section, dual extrusions. This design ensures strength and superior resistance to buckling in the event of a frontal impact or rollover. Additional cab strength is provided in the construction of the "B & C" pillars.

In the design of the cab, stamped aluminum cab fascia and roof corners are used. Stamped components alleviate a higher tendency of fractures through the fusing of dissimilar metal compositions that may occur when using casting pieces that are dissimilar compositions of aluminum.

The cab is constructed out of 3/16" 5052 aluminum sheet metal providing added strength to the aluminum extruded sub structure resulting in a stronger and safer cab.

Incorporated into the cab design is a heavy-duty cab pivot super structure support made of 1/2" A36 steel plate with a .31" thick 2-1/2" diameter tube cross-member mechanically attached to the cab and frame. The super structure provides support in cab pivoting and also provides additional cab integrity in the event of frontal or corner impacts.



## OPTIONAL OCCUPANCY ROLLOVER AND AIR BAG PROTECTION

The drivers, officers and outboard crew cab seats can be equipped with the RollTek™ rollover occupant protection system. RollTek will secure occupants, increase the survivable space within the cab and protect against head/neck injuries in the event of a rollover accident. The system functions by using a microprocessor-controlled, solid-state sensing device which, when the system detects a side roll, provides instantaneous occupant protection (less than 0.3 seconds from trigger to total deployment) by automatically initiating the following sequence:

- ▼ The seat belt tightens around the occupant.
- ▼ An inflatable tube/curtain deploys. This includes an air-filled bag to protect and cushion the head and neck of the occupant, hereby reducing movement and the chance of head contact with the side of the vehicle.

For added protection in the event of a frontal impact, frontal impact air bags are available for the driver's and officer's position.

## CAB STEPS

The cab are be designed with wide-step surfaces. The intermediate step is equidistant to the cab floor and the lower step extends out 5" providing a "staircase" design for easy entrance and exit.



- ▼ Rolltek and Air Bags are optional equipment



# HVAC

---

## KEEPING COOL

During our marketing research we heard constant feedback on the performance of the HVAC system. Fire departments wanted better systems that provided sufficient heat in cold climates and high performance air conditioning when temperatures rise. Rosenbauer made the HVAC system a high design priority when developing Commander chassis.



### AIR CONDITIONING SYSTEM

A high performance A/C system with a total rating of 96,000 BTU is provided inside the cab. It is capable of cooling the cab from 110° to 70° within 30 minutes. The cooling test was performed after the cab was heat soaked at 100° for three hours.

The air conditioning system is an integral design built into the dash panel.

No forward overhead heating unit blocking windshield visibility is installed in the ceiling area. The evaporator drains for the crew cab units are a gravity fed design with routing down the side cab walls. Water will not leak into the cab.



### CAB HEATING SYSTEM

The heating system is also an integral dash panel design, and not an add on auxiliary system. The rating of the system for the entire cab is an impressive 82,000 BTU. Six adjustable louvers, three each side, are positioned next to the driver and officer. Heat is also routed through vents in the floor. Heater controls are incorporated into the V-MUX Vista screen. This high-performance system provides heat where it's needed. A 880 CFM air flow directed to the upper body and boot area for the driver and officer eliminates the need for auxiliary heaters.



*Competitor's overhead mounted HVAC unit.*

### CREW CAB HVAC SYSTEM

Dual heater and A/C units are installed outboard in the crew cab ceiling. Total air flow rating is 3160 CFM. Each heating and A/C unit has five adjustable louvers to direct air flow to the passengers. Controls are centered within easy reach from either seat position. The HVAC units are built into the overhead console providing an attractive automotive style.



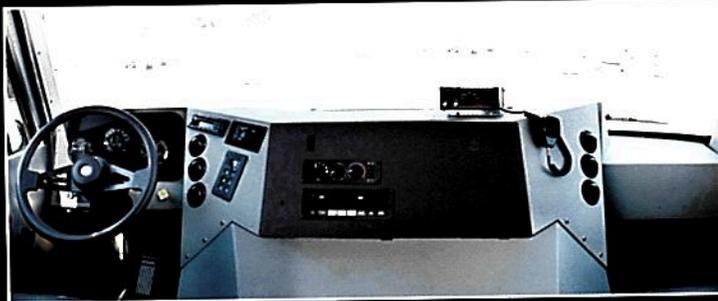
# HVAC

## WINDSHIELD DEFROSTING SYSTEM

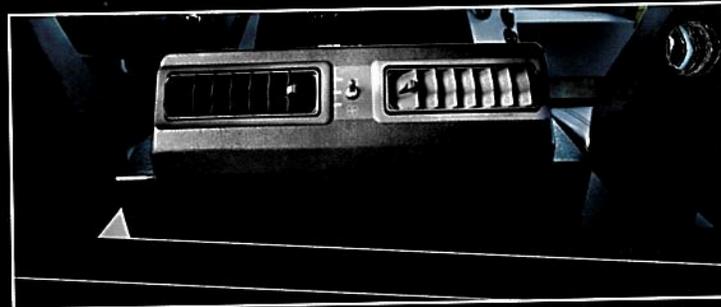
The windshield defrosting system provides maximum defrost and heating performance, a 30,000 BTU heater-defroster unit with 780 CFM of air flow is provided inside the cab. The defroster unit is strategically located under the center forward portion of the instrument panel. Hot-air flow naturally rises across the windshield and a fresh air intake is utilized. Six defrosting vents are provided on top of the dash panel. Excellent defrosting capability is provided across the entire windshield.



## OPTIONAL EQUIPMENT

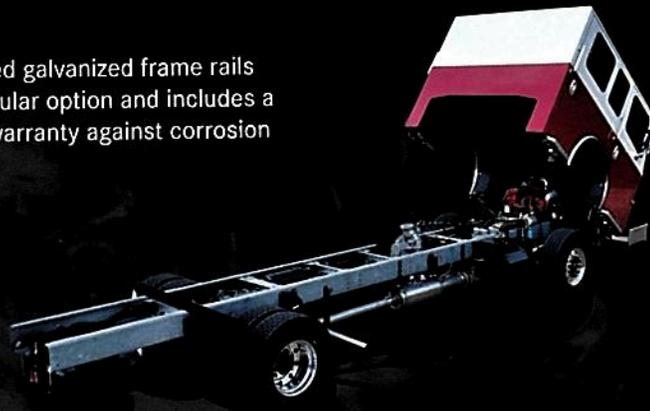


A formed aluminum dash assembly with a rugged finish is standard on the 3000 Model and is an option on the 4000 Model.



A high performance tunnel mount HVAC unit is standard on the 3000 Model and is available as an option on the 4000 Model.

- ▼ Hot-dipped galvanized frame rails are a popular option and includes a 20 year warranty against corrosion



# DURABILITY & RELIABILITY

## DRAWING ON EXPERIENCE

Durability and reliability are very important to cab interiors. They need to be rugged, durable and suited to the wear and tear it's exposed to on a regular basis. Chassis components need to be of rugged design for long lasting service life. Service and maintenance tasks need to be simplified through easy access to chassis components and electrical systems for diagnostics and service.



# DURABILITY & RELIABILITY

## INTERIOR CAB LINING

The cab interior panels - the dash, engine tunnel, and console - utilize a heavy duty, durable construction from a resin transfer molding (RTM) technology composite material. For improved resistance and military type strength, the composite material is .28" thick. The RTM material provides a robust interior finish that will endure heavy use by even the busiest fire departments.

The cab and dash is finished with a urethane coating. This coating offers durability, scratch resistance, chemical and abrasion resistance. The material is similar to bed liners installed in pick-up trucks. No plastic is used for panels, engine tunnel, instrument panel, etc., inside the cab.



## DURABILITY TEST

In addition to the cab crash tests successfully performed, the entire chassis was run through an actual durability test. The chassis was subject to an accelerated 100,000 mile road test on the Bosch proving ground in Indiana. The test essentially validates the design of the chassis through extreme conditions. If there are weaknesses in component design, they become evident during the test. No major defects or design flaws were detected, real testament to the design of the product.



## FRONT GRILL ACCESS

The front upper grill assembly is hinged and fastened with latches to provide access to the engine oil for checks, oil fills, power steering fluid and windshield wash fluid fills without tilting the cab.



## AFTERMARKET PARTS

The Commander chassis was designed to utilize as many brand names off the shelf parts as possible. The customer can purchase brand name components readily available from multiple sources at economical prices. It's not Rosenbauer's strategy to design and create proprietary components. It's our goal to reduce down time of the apparatus, so when a part does fail, the customer has the option to buy parts quick and economically priced.



## ELECTRICAL SYSTEM

Two types of electrical systems are available; a traditional point-to-point hard wired system or a Weldon V-Mux electrical system. The Weldon V-Mux system is commonly used in the industry and has proven design and readily accessible components.

The Weldon V-Mux system includes a Vista IV display with an option to install the display on the passenger side. The Vista IV provides ease of use and flexibility in the selection of switches and controls. The display is within easy reach of the driver.



# DURABILITY & RELIABILITY

## EXTENSIVE EXPERIENCE

Rosenbauer is not new to the design and manufacturing of chassis. We have been manufacturing custom chassis for the ARFF and specialty vehicles market for over 20 years. In 2003, Rosenbauer Motors was started in Wyoming, Minnesota, and through this South Dakota facility hundreds of chassis' have been manufactured and delivered to customers through-out the world.

The Commander design team is made up of some of our industry's most seasoned veterans. On this team, the average years of individual experience is 20+. Rather than reworking an old or existing design, our team was given a 'blank piece of paper'. Relying on their extensive experience, and listening to the needs and desires of fire departments and mechanics through-out the country, Rosenbauer has created a chassis that we truly believe is "Best-in-Class".



# GALLERY



ROSENBAUERAMERICA.COM

INFO@ROSENBAUERAMERICA.COM

 ROSENBAUER GROUP

 @ROSYFIRE

 ROSENBAUERFIRE

**Rosenbauer South Dakota, LLC**  
100 Third Street; Lyons, SD 57041  
605.543.5591

**Rosenbauer Motors, LLC**  
5190 260th Street; Wyoming, MN 55092  
651.462.1000

**Rosenbauer Minnesota, LLC**  
5181 260th Street; Wyoming, MN 55092  
651.462.1000

**Rosenbauer Aerials, LLC**  
870 S Broad Street; Fremont, NE 68025  
402.721.7622



SOUTH DAKOTA, LLC. #011714-RSD | MINNESOTA, LLC. #011714-RMN

**RESOLUTION NO. 2020-180**

**A Resolution of the Mayor and City Council of the City of Fremont, Nebraska, authorizing staff to issue a purchase order to Sourcewell for a Rosenbauer Fire Engine from Rosenbauer Minnesota, LLC.**

**WHEREAS,** The Fremont Fire Department plans and budgets for ongoing equipment replacement and the replacement of a 1995 E-One Fire Engine is budgeted for 2020-2021 fiscal year;

**WHEREAS,** The City Council approved Ordinance 5386, on September 27, 2016, for the purchase of supplies and equipment, exceeding \$50,000, through Vendors where acquisition costs of the item being purchased has been established through a public bidding process conducted under the Interlocal Cooperation Act or a Joint Public Agency Act (Nebraska State Administrative Services Material Division), and where the cost of obtaining the supplies or equipment does not result in any additional fees from any vendor, or require an exclusive purchasing agreement;

**WHEREAS,** On November 30, 2016, the City of Fremont entered into an agreement with Sourcewell (NJPA), authorized by City Ordinance 5386 and in accordance with the Interlocal Cooperation Act, to purchase of goods and services from Sourcewell awarded vendors;

**WHEREAS,** The Fremont Fire Department recommends the purchase of a Rosenbauer Fire Engine from Rosenbauer Minnesota, LLC through Sourcewell (Contract No. 022818-RSB) for \$570,733.

**NOW, THEREFORE BE IT RESOLVED,** that the Mayor and City Council accept and authorize staff to issue a purchase order with Sourcewell to purchase a Rosenbauer Fire Engine from Rosenbauer Minnesota, LLC, for \$570,733.

PASSED AND APPROVED THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2020.

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

ATTEST:

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

## STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: September 8, 2020

SUBJECT: Vote on proposed Amendments to the League of Nebraska Municipalities Articles and Bylaws

---

**Recommendation:** 1) approve amendments to the “Articles of Incorporation” and “Bylaws” of the League of Nebraska Municipalities by voting “for” Proposed Actions 1, 2 and 3 on the attached “Regular Member Ballot”; 2) authorize the Mayor to sign the “Regular Member Ballot”; and 3) return both pages of the “Regular Member Ballot” to the League by no later than 5 p.m. CT, Oct. 1, 2020.

---

**Background:** The League of Nebraska Municipalities has requested member Municipalities to act on three proposals with the goal of allowing the League Annual Conference and Annual Business Meeting to be held by telephone conferencing, videoconferencing or similar technological means.

**Fiscal Impact:** none

## BACKGROUND: SUMMARY OF PROPOSED AMENDMENTS

- I. Amendments to the Articles of Incorporation.** The League last amended its Articles of Incorporation on Oct. 12, 1990; the Revised Articles of Incorporation were filed with the Nebraska Secretary of State on Feb. 21, 1991. Since then, the Legislature amended the Nebraska Nonprofit Corporation Act (the “Act”) to require certain provisions and permit others. **The first amendment to the Articles adds two statements now required by the Act:** *1) the League is a public benefit corporation; and 2) the League shall have regular members, as set forth in its Bylaws.* “Public benefit corporation” is a category under the Act that includes 501(c)(4) organizations like the League.

**The second amendment to the Articles relates to the manner of amending the Bylaws to conform the terms of the Articles to state law, by requiring regular member approval of certain amendments to the Bylaws.** *Specifically, approval by the League Executive Board and regular members is required when an amendment relates to the number of directors, the composition of the board, the term of office of directors or the method or way in which directors are selected or approved.* Other amendments to the Bylaws can be approved by the Board or by the regular members.

Since the League Executive Board approved these amendments on July 16, 2020, these amendments will take effect upon approval by the regular members.

- II. Amendments to the Bylaws.** **The first amendment to the Bylaws addresses the manner of participating in members’ meetings.** COVID-19 has added to the difficulties associated with conducting large, in-person meetings. *To facilitate attendance, the League Executive Board approved an amendment authorizing attendance at members’ meetings by telephone conferencing, videoconferencing or similar technological means.* The League Executive Board approved this amendment on July 16, 2020; the regular membership is now being asked to approve it by **Regular Member Ballot** to facilitate participation in members’ meetings by telephone conferencing, videoconferencing or similar technological means.

**The second amendment to the Bylaws is necessary to conform to the second amendment to the Articles, described above.** *To ensure that the Articles and Bylaws remain in conformity, on July 16, 2020, the League Executive Board conditioned its approval of this amendment on the regular members’ approval of the corresponding amendment to the Articles, by written ballot.* Since this amendment has been approved by the League Executive Board, the amendments will take effect upon approval by the regular members.

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
LEAGUE OF NEBRASKA MUNICIPALITIES

Pursuant to Section 21-19,107 of the Nebraska Nonprofit Corporation Act, the undersigned nonprofit corporation adopts the following Articles of Amendment:

1. The name of the corporation is League of Nebraska Municipalities (the "Corporation").
2. The Articles of Incorporation are amended by adding Article VII, which reads as follows:

ARTICLE VII. PUBLIC BENEFIT CORPORATION; MEMBERSHIP

The Corporation is a public benefit corporation.

The Corporation shall have regular members, as set forth in its Bylaws.

3. The Articles of Incorporation are amended by adding Article VIII, which reads as follows:

ARTICLE VIII. AMENDMENT TO BYLAWS

A. An amendment to the Bylaws that relates to the number of directors, the composition of the board of directors, the term of office of the directors, or the method or way in which directors are elected or selected must be approved:

(1) By an affirmative vote of a majority of the directors then serving on the board of directors; and

(2) By the regular members by two-thirds of the votes cast or a majority of the voting power, whichever is less.

B. An amendment to the Bylaws that does not relate to the number of directors, the composition of the board of directors, the term of office of the directors, or the method or way in which directors are elected or selected must be approved:

(1) By an affirmative vote of a majority of the directors then serving on the board of directors; or

(2) By the regular members by two-thirds of the votes cast or a majority of the voting power, whichever is less.

4. The board of directors of the Corporation approved the foregoing amendment on \_\_\_\_\_.

5. All regular members were entitled to vote on the foregoing amendment, constituting a single class. \_\_\_\_ regular memberships are outstanding, and each regular member was entitled to cast one vote, for a total of \_\_\_\_ votes entitled to be cast on the matter. \_\_\_\_ undisputed votes were cast for the amendment. The number cast was sufficient for approval of the amendment.
6. No approval of the foregoing amendment was required from any person other than the regular members and the board of directors.

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

LEAGUE OF NEBRASKA MUNICIPALITIES

By: \_\_\_\_\_  
Dwight Livingston, President  
(Mayor of the City of North Platte)

By: \_\_\_\_\_  
L. Lynn Rex, Secretary

AMENDMENT TO BYLAWS  
OF  
LEAGUE OF NEBRASKA MUNICIPALITIES

Pursuant to Section 21-19,114 of the Nebraska Nonprofit Corporation Act, the undersigned nonprofit corporation adopts the following amendments to its Bylaws:

1. Article II is amended by adding the following section, effective \_\_\_\_\_, 2020:

Section 10. Regular members may participate in annual, regular, and special meetings or conduct such meetings through the use of any means of communication by which all members participating may simultaneously hear each other during the meeting. A regular member participating in a meeting by this means is deemed to be present at the meeting for all purposes, including but not limited to the existence of a quorum and voting.

2. Article IX, Section 8 is revised to read as follows, effective \_\_\_\_\_, 2020:

Section 8. These Bylaws may be amended in whole or in part as provided by the Articles of Incorporation.

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

LEAGUE OF NEBRASKA MUNICIPALITIES

By: \_\_\_\_\_  
Dwight Livingston, President  
(Mayor of the City of North Platte)

By: \_\_\_\_\_  
L. Lynn Rex, Secretary

## Ficken, Tyler

---

**From:** brendae@lonm.org  
**Sent:** Wednesday, August 12, 2020 8:31 AM  
**To:** Ficken, Tyler  
**Subject:** HIGH PRIORITY: Please Vote on the Proposed Amendments to the League Articles and Bylaws

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

There have been a few questions from municipal clerks about how to word the actual agenda item for the League's "regular members" to vote to approve amendments to the League "Articles of Incorporation" and "Bylaws" to allow the League Annual Conference and Annual Business Meeting to be held by telephone conferencing, videoconferencing or similar technological means.

The agenda item could be stated as follows:

***AGENDA ITEM # \_\_\_\_ Consider a motion to: 1) approve amendments to the "Articles of Incorporation" and "Bylaws" of the League of Nebraska Municipalities by voting "for" Proposed Actions 1, 2 and 3 on the attached "Regular Member Ballot"; 2) authorize the Mayor/Village Board Chair to sign the "Regular Member Ballot"; and 3) return both pages of the "Regular Member Ballot" to the League by no later than 5 p.m. CT, Oct. 1, 2020.***

You are not required to include in your meeting packet the background information included in the League's email of August 6 explaining **the proposed amendments to the League "Articles of Incorporation" and "Bylaws."**

As noted on the "Regular Member Ballot," at least 20 properly completed ballots must be returned in order to meet the quorum requirements as provided in the League Bylaws. There is a minor technical change (noted in blue) relating to the introductory text of the "Regular Member Ballot" which does NOT affect the substance of any of the proposed amendments listed on the ballot: *"The percentage of approvals required to approve each matter is 66 2/3% of the **votes cast** or 51% of the **voting power**, whichever is less."* **If you have already approved the amendments on the ballot included with the League's email of Aug. 6, it is NOT necessary to approve the revised ballot since it is only a minor technical change.**

[Click here](#) for the revised "Regular Member Ballot."

THANK YOU so much for placing this item on your meeting agenda for approval by your city council/village board. If you have any questions, please feel free to call me at 402-432-4436.

**L. Lynn Rex**  
Executive Director  
League of Nebraska Municipalities  
1335 L Street  
Lincoln, NE 68508  
Phone: 402-476-2829  
Fax: 402-476-7052

Due to COVID-19, the **League Annual Conference and Annual Business Meeting** (Election of Officers and Directors to the League Executive Board) **will need to be held by telephone conferencing, videoconferencing or similar technological means.** In order to do so, **it is necessary for the League’s “regular members” to vote to approve amendments to the League “Articles of Incorporation” and “Bylaws.”**

To approve the amendments to the League “Articles of Incorporation” and “Bylaws,” **please place on your agenda for an upcoming city council/village board meeting, the following:** 1) Proposed Amendments to the League “Articles of Incorporation”; 2) Proposed Amendments to the League “Bylaws”; and 3) the “Regular Member Ballot.”

**IMPORTANT: For this ballot to be counted, both pages must be received by the League no later than by 5 p.m. CT, Oct. 1, 2020.** To return your ballot, please send it to Brenda Henning by: 1) email to [brendah@lonm.org](mailto:brendah@lonm.org); 2) mail to League of Nebraska Municipalities, 1335 L Street, Lincoln, NE 68508; or 3) fax to (402) 476-7052.

[Click here](#) for background information explaining the proposed amendments to the League “Articles of Incorporation” and “Bylaws” to allow the League Annual Conference and Annual Business Meeting to be held by telephone conferencing, videoconferencing or similar technological means.

[Click here](#) for the proposed amendments to the League “Articles of Incorporation” and “Bylaws.”

[Click here](#) for the “Regular Member Ballot.”

Thank you so much for placing these items on your meeting agenda for approval by your city council/village board. If you have any questions, please feel free to call me at 402-432-4436.

**L. Lynn Rex**  
Executive Director  
League of Nebraska Municipalities  
1335 L Street  
Lincoln, NE 68508  
Phone: 402-476-2829  
Fax: 402-476-7052

This e-mail was sent from League Of Nebraska Municipalities ([brendae@lonm.org](mailto:brendae@lonm.org)) to [Tyler.Ficken@fremontne.gov](mailto:Tyler.Ficken@fremontne.gov).



To unsubscribe, please click on this link and follow the instructions: [Unsubscribe](#)

League Of Nebraska Municipalities, 1335 L St. Lincoln NE 68508, Phone Number: (402) 476-2829, Fax Number: (402) 476-7052, Email Address: [brettb@lonm.org](mailto:brettb@lonm.org), Website : [www.lonm.org](http://www.lonm.org)



**LEAGUE OF NEBRASKA MUNICIPALITIES  
REGULAR MEMBER BALLOT**

Twenty properly completed ballots must be returned in response in order to meet the quorum requirements.

The percentage of approvals required to approve each matter is 66 2/3% of the votes cast or 51% of the voting power, whichever is less.

**Instructions:** Mark “Vote For” to vote for each of the proposed actions listed below, and “Vote Against” to vote against it. Mark one box with respect to each proposed action. Note that the ballot has two pages. Sign where indicated below on the second page.

<input type="checkbox"/> Vote For <input type="checkbox"/> Vote Against	<p><b>Proposed Action 1:</b> The Articles of Incorporation are amended to add the following provisions:</p> <p style="text-align: center;"><u>ARTICLE VII. PUBLIC BENEFIT CORPORATION; MEMBERSHIP</u></p> <p style="text-align: center;">The Corporation is a public benefit corporation.</p> <p style="text-align: center;">The Corporation shall have regular members, as set forth in its Bylaws.</p> <p style="text-align: center;"><u>ARTICLE VIII. AMENDMENT TO BYLAWS</u></p> <p style="text-align: center;">A. An amendment to the Bylaws that relates to the number of directors, the composition of the board of directors, the term of office of the directors, or the method or way in which directors are elected or selected must be approved:</p> <p style="text-align: center;">(1) By an affirmative vote of a majority of the directors then serving on the board of directors; and</p> <p style="text-align: center;">(2) By the regular members by two-thirds of the votes cast or a majority of the voting power, whichever is less.</p> <p style="text-align: center;">B. An amendment to the Bylaws that does not relate to the number of directors, the composition of the board of directors, the term of office of the directors, or the method or way in which directors are elected or selected must be approved:</p> <p style="text-align: center;">(1) By an affirmative vote of a majority of the directors then serving on the board of directors; or</p> <p style="text-align: center;">(2) By the regular members by two-thirds of the votes cast or a majority of the voting power, whichever is less.</p>
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**LEAGUE OF NEBRASKA MUNICIPALITIES  
REGULAR MEMBER BALLOT (CONTINUED)**

<input type="checkbox"/> Vote For <input type="checkbox"/> Vote Against	<p><b>Proposed Action 2:</b> The Bylaws are amended to add the following provision to Article II:</p> <p style="text-align: center;"><u>Section 10.</u> Regular members may participate in annual, regular, and special meetings or conduct such meetings through the use of any means of communication by which all members participating may simultaneously hear each other during the meeting. A regular member participating in a meeting by this means is deemed to be present at the meeting for all purposes, including but not limited to the existence of a quorum and voting.</p>
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<input type="checkbox"/> Vote For <input type="checkbox"/> Vote Against	<p><b>Proposed Action 3:</b> The Bylaws are amended to revise Article IX, Section 8 to read as follows:</p> <p style="text-align: center;"><u>Section 8.</u> These Bylaws may be amended in whole or in part as provided by the Articles of Incorporation.</p>
--	--

\_\_\_\_\_  
(Name of City/Village)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Its: \_\_\_\_\_  
(Title: Mayor or Village Board Chair)

**IMPORTANT: For this ballot to be counted, both pages, including signature, must be received by the League no later than by 5:00 p.m. prevailing Central time, October 1, 2020.**

To return your ballot send it to Brenda Henning by email to [brendah@lonm.org](mailto:brendah@lonm.org), by mail to:  
 Attention: Brenda Henning, League of Nebraska Municipalities, 1335 L Street, Lincoln, NE  
 68508, or by fax to (402) 476-7052, to the attention of Brenda Henning.

## STAFF REPORT

**TO:** Honorable Mayor and City Council

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

**DATE:** September 8, 2020

**SUBJECT:** Request to place Monument Sign at entrance to Sunridge Subdivision located at Military Avenue and Sunridge Lane.

**Recommendation:** Approve Resolution 2020-181

### Background:

A request has been submitted to the City for placement of a monument sign at the entrance of Sunridge Subdivision at Military Avenue and Sunridge Lane. Attached is a location drawing and illustration of the monument to be placed.

*Section 8-615 of the Fremont Municipal Code states in part:*

*The City Council may grant permission for a sign identifying a particular platted subdivision to be erected within the public right-of-way under the following conditions:*

- 1. The sign may only contain the name of the subdivision;*
- 2. The sign must be located so as to not constitute a traffic hazard;*
- 3. Public liability insurance of at least one million dollars (\$1,000,000.00) with the City named as a named insured must be provided;*
- 4. Provisions for ongoing maintenance of the sign must be presented to the City Council at the time the sign is requested; ...*

Staff concurs the sign design, and proposed location, The Developer has submitted a letter of agreement stating the Homeowners Association will be responsible for providing insurance and maintenance for the sign, as per section 3 and 4.

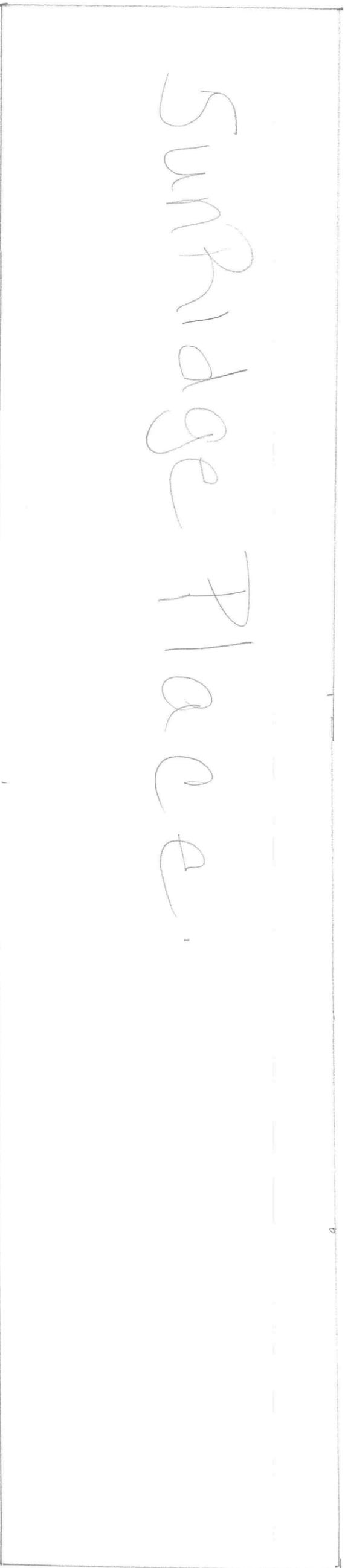
The City has allowed other Subdivision Monuments signs in the Right of Way. City Staff does not provide maintenance of these other Monuments. Private parties perform the maintenance.

This item was considered and approved by the Utility and Infrastructure Board at their August 25, 2020 meeting and approved by a 5:0 vote as part of the Traffic Committee Report.

**Fiscal Impact:**

The Monument is being placed at the applicant's expense there is no fiscal responsibility to the City of Fremont.

Individual die cast letters each 10" tall  
Both words take up approx 14"



34" high

24" long

MILITARY AVE



12 ft

75 ft

Sun Ridge Place 14 ft wide

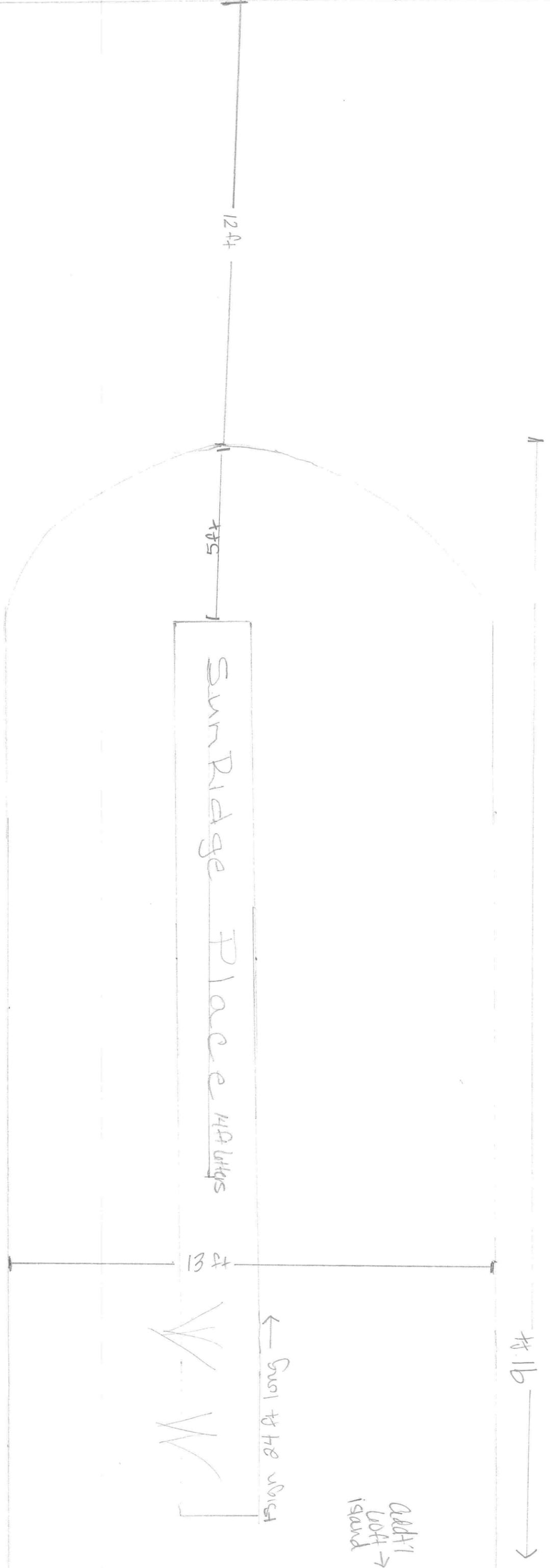
13 ft

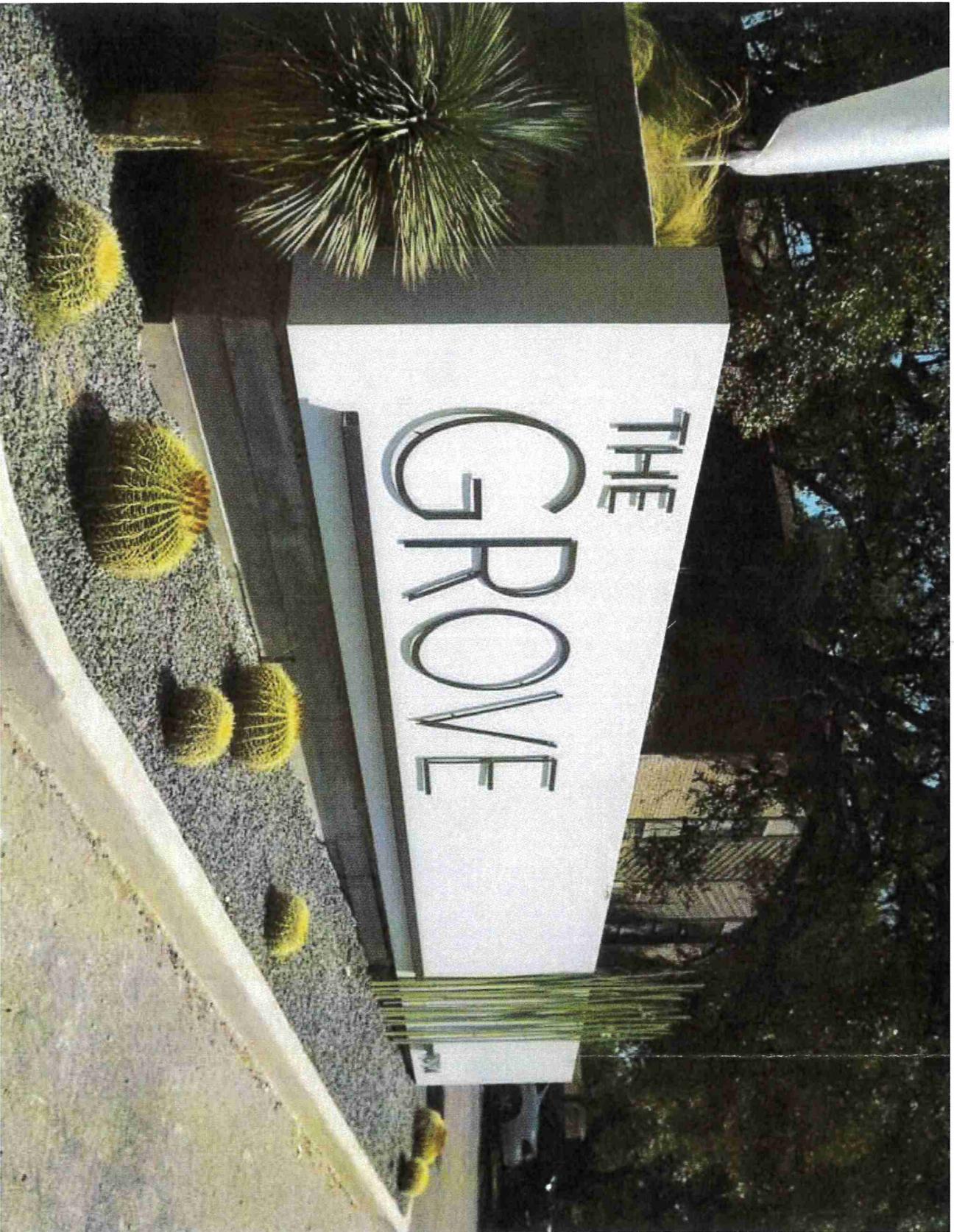
16 ft



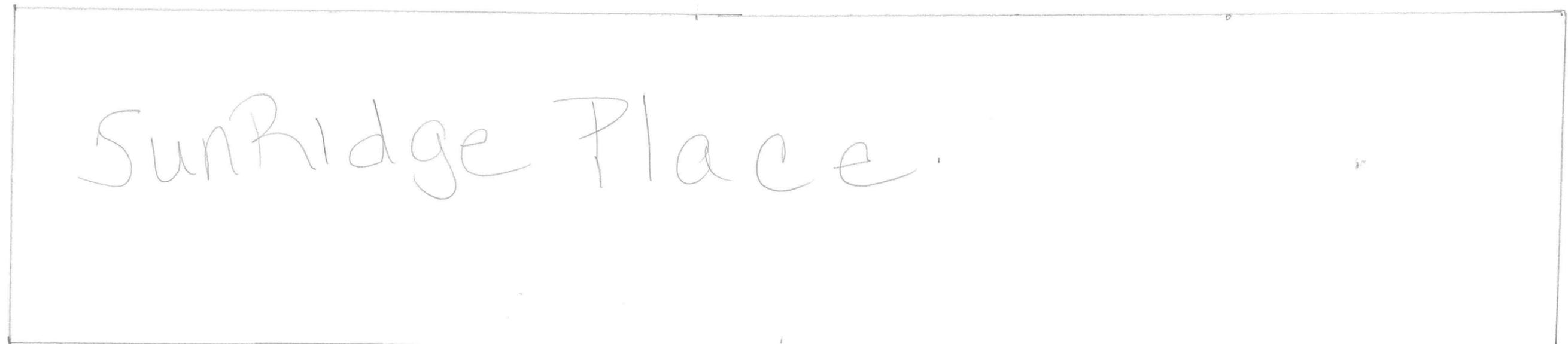
← Grass to be used

add 1  
60 ft →  
island



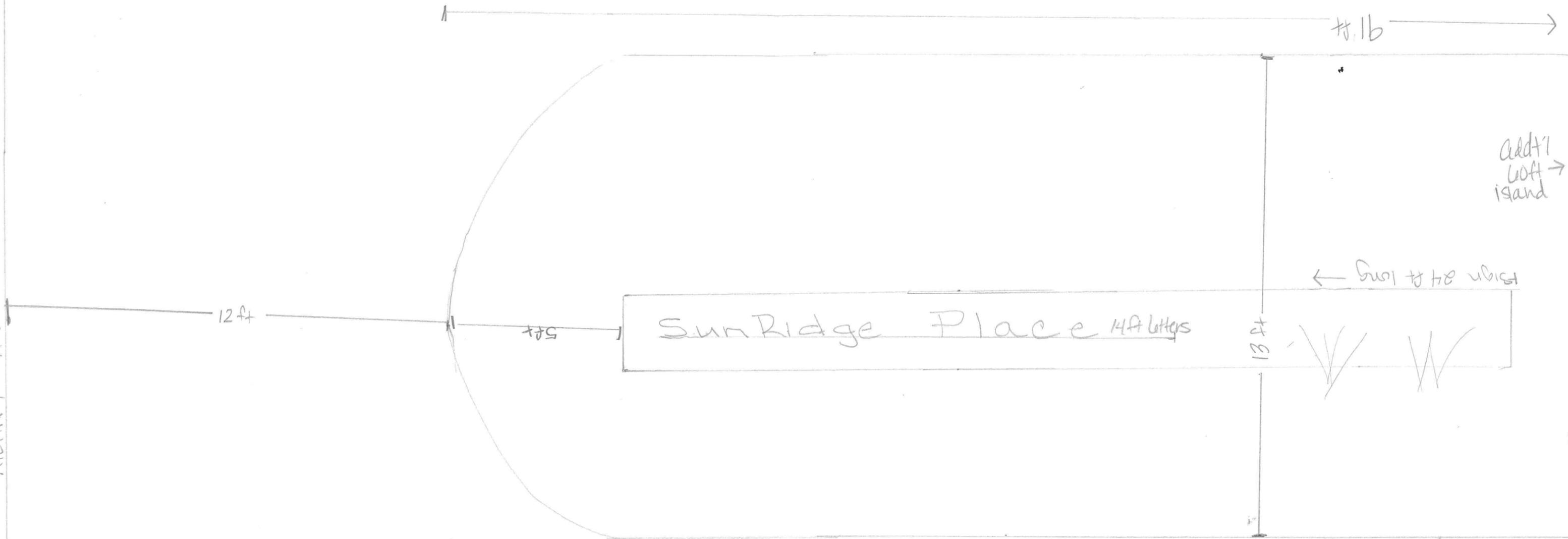


Individual die cast letters each 10" tall  
Both words take up approx 14 ft



3ft high

24 ft long



Add 11ft  
island →

← Sign 24ft long

SunRidge Place 14ft letters

12ft

5ft

13ft

16ft



City of Fremont  
P.O. Box 1266  
Fremont, NE 68026

To whom it may concern:

This letter is to assure you that the sign to be erected on the entrance to SunRidge Place will be built at the expense of Don Peterson & Associates as a developer. Furthermore, the sign will be maintained in the future by Don Peterson & Associates or the Home Owners Association of SunRidge Place once it is in control of that subdivision.

Sincerely,

A handwritten signature in black ink, appearing to read "Marlin Brabec".

Marlin Brabec  
Broker, Don Peterson & Associates

100 E. 6th • Fremont, NE 68026-1268 • (402) 721-9700 • FAX (402) 721-0109 • E-Mail: [realest@donpeterson.com](mailto:realest@donpeterson.com)  
620 E. 23rd Street • Fremont, NE 68025 • (402) 721-7177 • FAX (402) 727-1749 • E-Mail: [realest2@donpeterson.com](mailto:realest2@donpeterson.com)







3' high  
12' long  
double sided

**RESOLUTION NO. 2020-181**

A Resolution of the Mayor and City Council of the City of Fremont, Nebraska to approve to place Subdivision Monument Sign at the entrance to Sunridge Subdivision at Military Avenue and Sunridge Lane.

**WHEREAS,** A request has been made to place a Subdivision Monument Sign at the entrance to Sunridge Subdivision at Military Avenue and Sunridge Lane.

**NOW THEREFORE BE IT RESOLVED:** By the Mayor and City Council to approve the request to place a Monument Sign at the entrance to Sunridge Subdivision at Military Avenue and Sunridge Lane.

PASSED AND APPROVED THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2020

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

ATTEST:

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

# STAFF REPORT

TO: Honorable Mayor and City Council

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

DATE: September 8, 2020

SUBJECT: August 11, 2020 Traffic Committee Report

Recommendation: Approval of, and place August 11, 2020 Traffic Committee Report into the record. Recommend approval of resolutions 2020-182 and 2020-183.
---

**Background:** City Staff meets monthly to consider traffic related issues in the City of Fremont. The committee met on August 11, 2020 to consider seven items. (See Attached Committee Report)

- 1) Request for Two (2) Hour Parking Signs from 235-239 W. 6<sup>th</sup> Street.
  - a. Committee is recommending installation of 2-hour Parking Signs from section 235-239 West 6<sup>th</sup> Street.  
  
**(Will require approval of a Resolution by the City Council)**
- 2) Consider request to reduce speed limit, reduce/eliminate truck traffic, and place speed tables on First Street between Bell Street and Luther Road.
  - a. The Committee has monitored the traffic on First Street and recommends no formal action at this time regarding speeding. The Committee recommends the City place “No Trucks” signs at both end of First Street near Luther Road and Bell Street. The Committee recommends the Police continue to monitor for speeders and truck traffic and Staff place traffic counters a second time during while school is in session. The City will place traffic counters on First Street again when school is in session.
- 3) Request for a “Speed Bump Ahead” sign located at 12<sup>th</sup> Street and Luther Road.

- a. The street in this location has heaved due to heat. Committee recommends the Street Department place temporary warning signs at the location of the heaved street and repair the damage as soon as possible.
- 4) Request to add a “Left Turn” head on the traffic signal at the intersection of Lincoln Ave and 23<sup>rd</sup> Street.
- a. The Committee recommends traffic study to be completed by a licensed Traffic Engineer and report back to the committee at a future meeting.
- 5) Request for “No Parking” signs on the south side of Jackson Street from H Street to Broad Street.
- a. The Committee recommends “No Parking” signs installed on the south side of Jackson Street.

**(this action will require a Resolution by the City Council)**

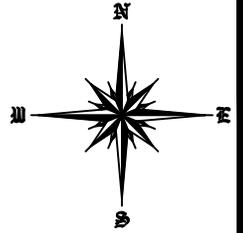
- 6) Consider request regarding the height of hedges on the east side of Somers Ave North of 23<sup>rd</sup> Street.
- a. Committee recommends reminding the property owner to keep hedges trimmed. Staff will contact the maintenance department of Memorial Cemetery to discuss.
- 7) Request for approval of a monument sign at the entrance to Sunridge Addition off Military Avenue.
- a. Committee recommends approval for installing the sign, and the sign be placed per City Code.

**(this item will require a Resolution by the City Council, item is on a separate agenda item)**

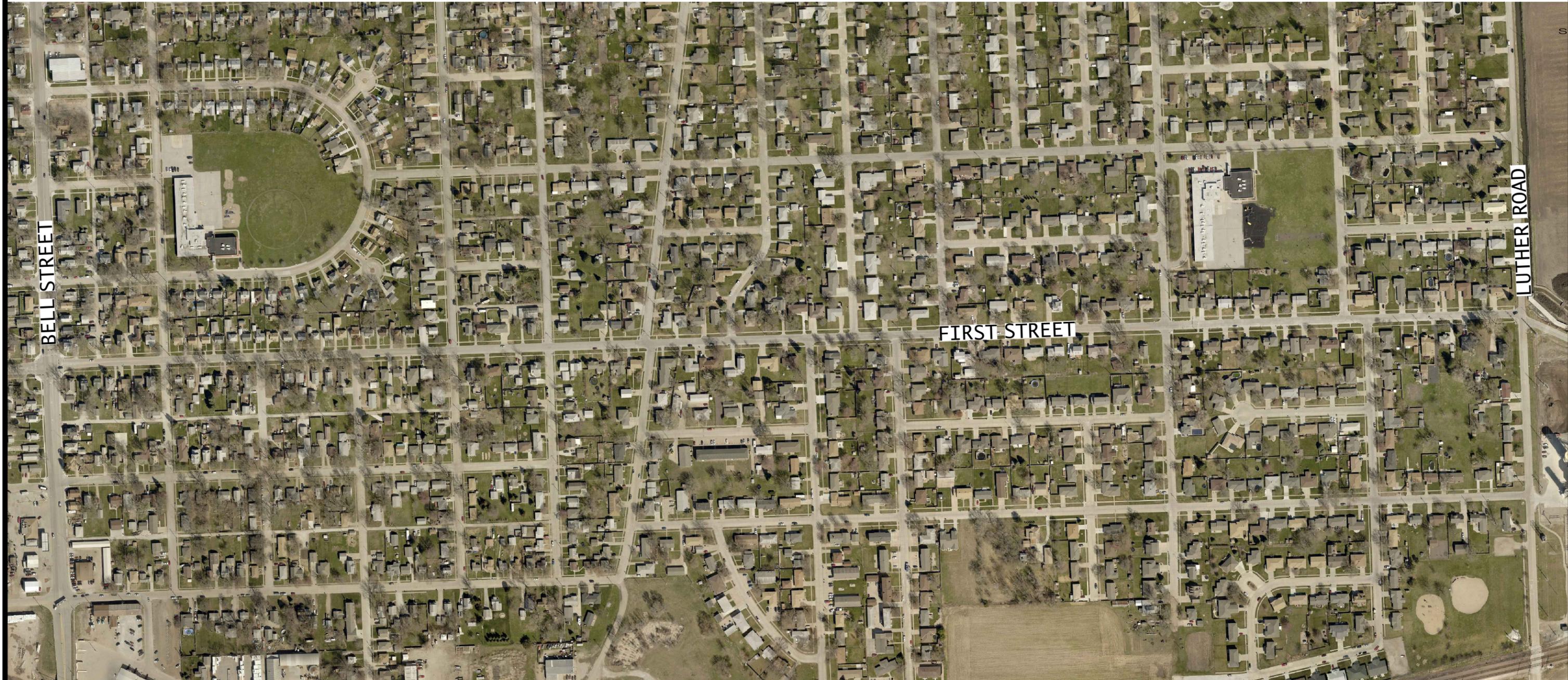
This report was approved by the Utilities and Infrastructure Board at their August 25<sup>th</sup> meeting by a 5:0 vote.

**Fiscal Impact:** The City would have the expense of placing and removing signs.

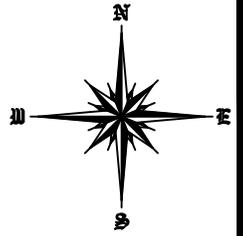
# 235-239 WEST 6TH STREET



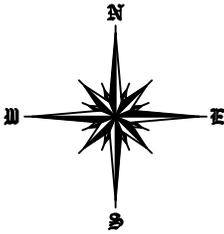
# 1ST STREET BELL STREET TO LUTHER ROAD



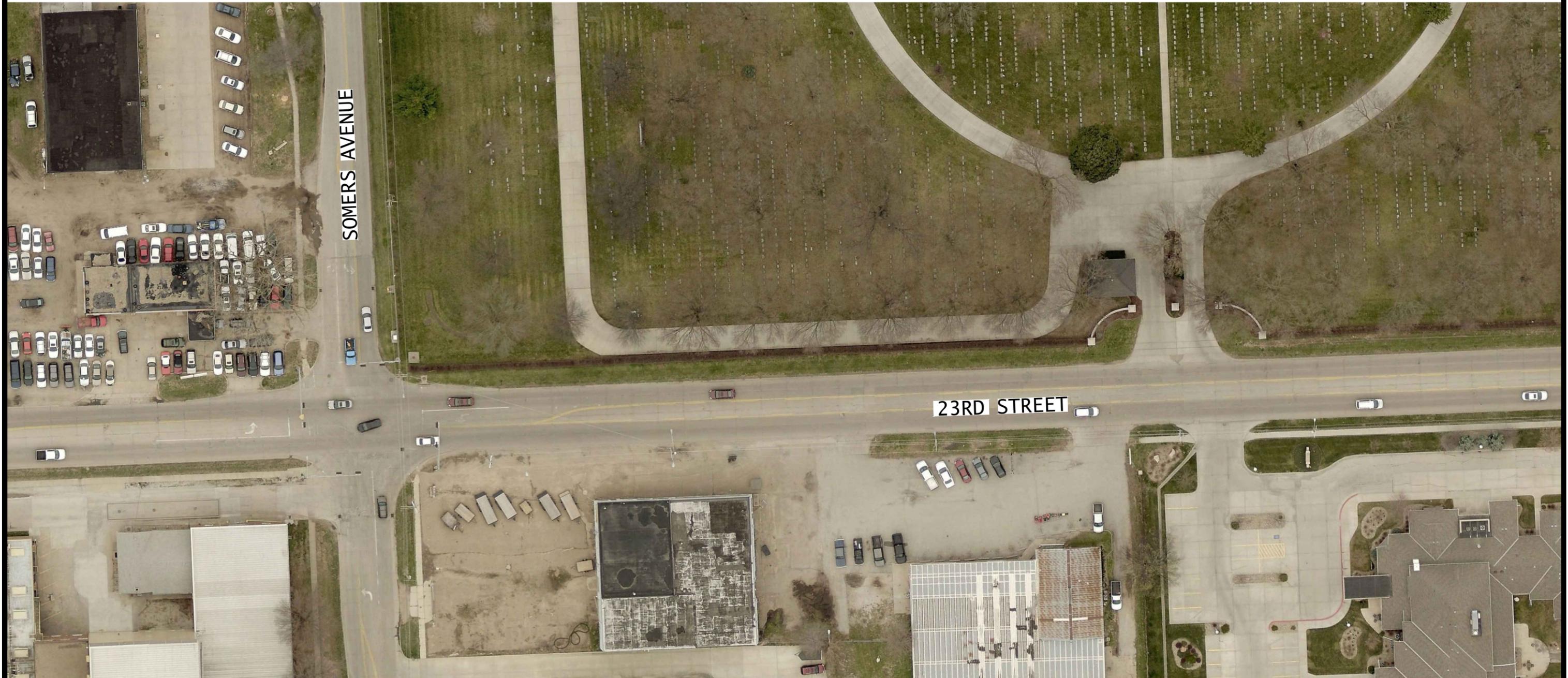
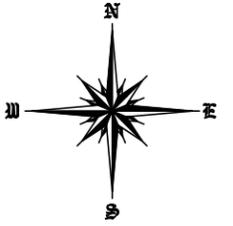
# 23RD STREET AND LINCOLN AVENUE INTERSECTION



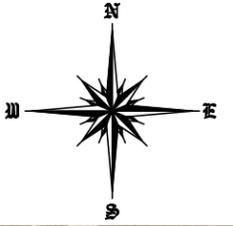
# JACKSON STREET H STREET TO BROAD STREET



# EAST OF SOMERS AVENUE NORTH OF 23RD STREET



# SUNRIDGE ENTRANCE





## TRAFFIC COMMITTEE MEETING REPORT

AUGUST 11<sup>TH</sup>, 2020

ATTENDEES: DAVE GOEDEKEN, MARK VYHLIDAL, JEFF ELLIOT, VERONICA TRUJILLO

ABSENT: N/A

### ITEMS FOR DISCUSSION

- 1) Two (2) Hour Parking Signs from 235-239 W. 6<sup>th</sup> Street. (Follow-up)  
Staff receive request from business owner for a limited parking time. Request is to reserve these parking stalls for appointment type customers. Business owner sent detailed email expressing concerns.

**Committee noted there is a parking lot near this business. However, Main Street has two-hour parking signs in several location. Committee is recommending to install 2-hour Parking Signs at 235-239 West 6<sup>th</sup> Street.**

**Will require a Resolution by City Council**

- 2) A petition was received requesting reduced speed limit, reduce or eliminate heavy truck traffic, and installation of speed tables, on 1<sup>st</sup> Street from Bell Street to Luther Road.

First Street is posted for 30 mph, is not a truck route, and is listed as a "Major Collector" on our Functional Road Classification Map.

Staff reviewed the petition and the requests. The Police Department has monitored the area for speeding, and the Public Works Department has placed traffic counters on First Street to monitor for speeds and types of vehicles.

**The results of the police patrols and the data received by the counters, suggests there is not a large enough problem with speeders to warrant change of speed limit or placement of speed tables. Police will continue to monitor for speeding and the traffic counters will be set out again when school is in session. The counters did not indicate a large volume of trucks using First Street, but he Police will continue to monitor for truck traffic. It should be noted this street is near the DU warehouse and some of the truck traffic is likely City vehicles which is not a violation of the truck route policy. Item will be discussed again at the September Traffic Committee Meeting.**

**The Street Department will place “No Trucks” signs at each end of First Street near Bell Street and near Luther Road.**

- 3) Request to add “Speed Bump Ahead” sign on Luther Road near 12<sup>th</sup> Street.

**Committee Recommendation: the street in this location has a heave due to heat, and is on Street Department list for repairs. A temporary caution sign will be placed in the interim.**

- 4) Request to add a “Left Turn” head on the traffic signal at the intersection of Lincoln Ave and 23<sup>rd</sup> Street.

This intersection is controlled in four directions with a traffic signal, the signal does not have a left turn head.

The Police Department has reported this as a high accident area. This intersection is a difficult area to make left turns without designated turning arrows.

**The Committee recommends traffic study to be completed by a licensed Traffic Engineer and report back to the committee.**

- 5) Request for “No Parking” signs on the south side of Jackson Street from H Street to Broad Street.

This item was considered at the July Traffic Committee meeting and was continued for further data collection and consideration. Letters were mailed to surrounding property owners regarding the placement of signs. A response was received from one property owner. Said response was in favor of the solution of restricted parking.

**The Committee recommends “No Parking” signs installed on the South side of Jackson Street.**

**Will require a Resolution by the City Council**

- 6) Staff received an email regarding the height of hedges on the East side of Somers Ave North of 23<sup>rd</sup> Street. The request was for staff to review the sight distance and compliance with City Code regarding the height of the hedges and sight distance restrictions.

Motorists are concerned the height of the hedges can cause a sight obstruction when using the intersection. There are traffic lights at this intersection operate normally during the daytime hours but go on “flash” mode at night. The problem seems to be more challenging while the signals are operating on flash mode.

*Fremont Municipal Code Section 8-615 states*

(a) *Shrubbery Near Street Intersections.*

(1) *It is hereby declared unlawful for any person to plant, grow, keep or maintain, or cause to be planted, grown, kept or maintained, any hedge, bush or shrubbery of any kind or nature, more than two and one-half (2 ½) feet in height above the roadway within a triangle formed by the adjacent side lines of two (2) intersecting streets and the line joining points at a distance of thirty (30) feet on each side line from their point of intersection.*

*For the purpose of this section, "side line" of street shall mean the property line.*

(b) *It is hereby declared unlawful for any person to plant any formal hedge upon, adjacent to or closer than two (2) feet to any side or back lot line.*

(c) *It is hereby declared unlawful for any person to plant any informal hedge upon, adjacent to or closer than three (3) feet to any side lot line.*

(d) *It is hereby declared unlawful for any person to plant any tree closer than five (5) feet to any side lot line.*

(e) *In the space between the projection of the front and rear building lines, any shrubbery shall be no more in height than one-third (⅓) the distance to the other building.*

(f) *It is further declared unlawful for any property owner, any lessee or occupant of any property to plant and maintain any shrubbery or cluster of foliage upon or adjacent to a lot line abutting upon any street or other public thoroughfare except an alley, in such a manner that such hedge or shrubbery shall extend to a height of more than three and one-half (3 ½) feet above the surrounding ground, nor shall the outer face of such shrubbery be less than two (2) feet from the adjacent edge of a sidewalk.*

**Committee recognizes the abutting property in a cemetery, Memorial Cemetery, and recommends working with the property owner to keep hedges trimmed. Staff will contact the maintenance department of Memorial Cemetery to discuss.**

- 7) Request for approval of a monument sign at the entrance to Sunridge Addition off Military Avenue.

**Committee recommends approval of installing the monument sign, and the sign be placed per City Code.**

**Fremont Municipal Code Section 8-615 states, in part**

*The City Council may grant permission for a sign identifying a particular platted subdivision to be erected within the public right-of-way under the following conditions:*

(1) *The sign may only contain the name of the subdivision;*

(2) *The sign must be located so as to not constitute a traffic hazard;*

*(3) Public liability insurance of at least one million dollars (\$1,000,000.00) with the City named as a named insured must be provided;*

*(4) Provisions for ongoing maintenance of the sign must be presented to the City Council at the time the sign is requested;*

*(5) The City Council, by separate Resolution, passed by a three-fourths ( $\frac{3}{4}$ ) majority vote of all members of the City Council, may, for any subdivision identification sign for which permission is granted to occupy the public right-of-way after January 1, 2009, reduce or delete the liability insurance requirement for said sign identifying a subdivision and may delete the requirement for ongoing maintenance for said sign identifying a subdivision; and,*

*(6) The City Council may, at any time, order the sign removed in its sole discretion for failure to comply with items (1)-(5) above, failure to maintain the sign, or as the Council may deem necessary.*

**RESOLUTION NO. 2020-182**

**A Resolution of the City Council of the City of Fremont, Nebraska** authorizing placement of a two (2) Hour Parking Zone Sign at 235-239 West 6th Street.

**WHEREAS,** The Fremont Traffic Safety Committee met to consider placement of a 2 Hour Parking Sign at 235-239 West 6th Street; and,

**WHEREAS,** The Fremont Traffic Safety Committee recommends placement of the 2 Hour Parking Sign at 235-239 West 6th Street,

**NOW THEREFORE BE IT RESOLVED:** That the Mayor and City Council hereby approve and authorize the placement of the two (2) Hour Parking Sign at 235-239 West 6th Street.

PASSED AND APPROVED THIS 8th DAY OF SEPTEMBER, 2020

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Scott Getzschman, Mayor

ATTEST:

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Tyler Ficken, City Clerk

**RESOLUTION NO. 2020-183**

**A Resolution of the City Council of the City of Fremont, Nebraska** authorizing placement of a No Parking Zone Sign on the south side of Jackson Street between “H” Street and Broad Street.

**WHEREAS,** The Fremont Traffic Safety Committee met to consider placement of a No Parking Zone Sign on the south side of Jackson Street between “H” Street and Broad Street; and,

**WHEREAS,** The Fremont Traffic Safety Committee recommends placement of the No Parking Zone Sign on the south side of Jackson Street between “H” Street and Broad Street.

**NOW THEREFORE BE IT RESOLVED:** That the Mayor and City Council hereby approve and authorize the placement of the No Parking Zone Sign on the south side of Jackson Street between “H” Street and Broad Street.

PASSED AND APPROVED THIS 8th DAY OF SEPTEMBER, 2020

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

ATTEST:

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

## STAFF REPORT

**TO:** Utilities and Infrastructure Board

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

**DATE:** September 8, 2020

**SUBJECT:** Resolution to approve the Highway-Rail Grade Crossing Closure Agreement with the Burlington Northern Santa Fe (BNSF) Railroad to close “at grade crossing” of Hills Farm Road at the BNSF tracks.

<b>Recommendation:</b> Recommend approval of Resolution 202-184 to close “at grade crossing” of Hills Farm Road and BNSF Railroad tracks.
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### Background:

As part of the Southeast Beltway Project the Nebraska Department of Transportation (NDOT) is building an overpass over the BNSF Railroad tracks in the general location of Hills Farm Road. Building of the overpass will necessitate the closing of the existing “at grade” crossing and vacating all city owned right of way over the BNSF right of way. The NDOT will be responsible to building the roadway back and constructing turn arounds on both side of the railroad right of way. The BNSF will be responsible for removal of all crossing infrastructure within their right of way.

Approval of this Resolution will close that portion of Hills Farm Road within the BNSF right of way and authorize the Mayor to sign the Highway-Rail Grade Crossing Agreement.

**Fiscal Impact:** The City has no fiscal obligation for this project.

## HIGHWAY-RAIL GRADE CROSSING CLOSURE AGREEMENT

BNSF File No. BF10015860  
Hills Farm Road  
U.S. DOT No. 074642T  
Railroad Line Segment: 144  
Railroad Milepost: 27.90

THIS AGREEMENT, made and entered into by and between the BNSF RAILWAY COMPANY, a Delaware corporation, hereinafter referred to as the "BNSF", and the city of FREMONT, NE, hereinafter referred to as the "City", and the Nebraska Department of Transportation, hereafter referred to as the "State".

### WITNESSETH:

WHEREAS, the State has a project in Dodge County called Fremont Southeast Beltway, project number S-77-3(1036), CN 22722 which calls for the construction of a viaduct over BNSF tracks at RRMP 27.92, DOT # 977807J, and

WHEREAS, project S-77-3(1036) plans include the closure of BNSF at-grade crossing on Hills Farm Road, DOT # 074642T, and WHEREAS, elimination of a grade crossing by closing the road includes the abandonment and permanent vacating of roadway right-of-way across the railroad right-of-way, and

WHEREAS, the State and City in cooperation with BNSF will permanently close the Hills Farm Road grade crossing DOT No. 074642T, and

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

**SECTION 1.** The State and City, after having executed this agreement, and after taking all actions necessary to permanently close and vacate the Hills Farm Road Public Crossing DOT No. 074642 and easement across the BNSF's property, and after removing both roadway approaches and installing the appropriate signage and end-of-road treatment in the form of cul-de-sacs – located no closer than 20 feet to nearest rail. The State should contact the BNSF Roadmaster Chris Archer (Chris.Archer@BNSF.com) in advance of removing roadway approaches to coordinate scheduling of work next to tracks.

**SECTION 2.** The BNSF further agrees to remove the railroad crossing surfaces and crossbuck signs that currently exist on its right-of-way, upon completion of the new grade-separated crossing. The State agrees to pay BNSF the costs incurred by BNSF in performing the work covered by this agreement. The Force Account estimate for BNSF's crossing removal work is shown in **EXHIBIT A** in the amount of \$ 0.00. BNSF will invoice the State for the work associated with the crossing closure. The State shall pay BNSF within thirty (30) days of its receipt of billing for 100% of all actual costs incurred by BNSF in connection to this crossing removal project.

**SECTION 3.** The City agrees to own and maintain their end-of-road treatment.

**SECTION 4.** The City agrees, by the above consideration received that this crossing will remain closed and will not be re-opened by the City.

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

EXECUTED by the BNSF this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**BNSF RAILWAY COMPANY**

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

Jeremy Wegner

Title: Manager Public Projects

EXECUTED by the Agency this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**CITY OF FREMONT**

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

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

WITNESS: \_\_\_\_\_

\_\_\_\_\_

EXECUTED by the State this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION**

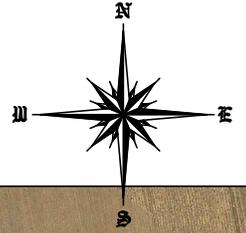
By: \_\_\_\_\_

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

WITNESS: \_\_\_\_\_

\_\_\_\_\_

# BNSF CROSSING



**RESOLUTION NO. 2020-184**

**A resolution of the City Council of the City of Fremont, Nebraska** calling for the closing the railroad crossing located at Hills Farm Road and the Burlington Northern Santa Fe (BNSF) crossing, milepost 27.90, in the City of Fremont, Dodge County, Nebraska.

**WHEREAS**, the BNSF Railroad Company, the Nebraska Department of Transportation (NDOT), and the City of Fremont have joined together to consolidate redundant and unnecessary street/railroad crossings; and

**WHEREAS**, this crossing is no longer necessary for transportation purposes, and complies with the City's Long-Range Transportation Plan; and

**WHEREAS**, the Hills Farm Road Crossing (US DOT No. 074642T) crossing be permanently closed to vehicular traffic and closed at the time the State places appropriate end-of-road treatment on both of the roadway approached at the minimum distance of 20 feet from the nearest rail of the track. The State will then remove both roadway approaches between the end-of-road treatment and the track. The BNSF will remove the crossing surfaces from between the rails.

**NOW THEREFORE BE IT RESOLVED:** That the Mayor and City Council hereby approve and authorize closing the railroad crossing located at Hills Farm Road and BNSF crossing, railroad milepost 27.90, in the City of Fremont, Dodge County, Nebraska.

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

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

ATTEST:

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

## STAFF REPORT

**TO:** Honorable Mayor and City Council

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

**DATE:** September 8, 2020

**SUBJECT:** Ordinance 5543 to vacate Studley Road right of way from the east right of way line Platte Avenue, to the right of way line of Yager Road.

<b>Recommendation:</b> Introduce and hold first reading of Ordinance 5543; suspend the rules and hold the final reading.
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### Background:

As part of the Wholestone Farms improvement project it was discovered that Studley Road between Platte Avenue and Yager Road was never vacated. This road right of way has been privately used by Hormel Foods and now Wholestone farms as a private access for many years, and is actually gated off to prevent public use. The roadway was formerly outside city limits and not maintained or used by the city. Staff has determined that this portion of right of way is no longer necessary and can be vacated. Once vacated, the right of way will become an easement for City utilities, per the language in the ordinance and by state law.

Approval of this ordinance will vacate the remaining portion of the Studley Road right of way from Platte Avenue to Yager Road.

**Fiscal Impact:** NA

## Goedeken, Dave

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**From:** Carmen Brown <CBrown@epsteinglobal.com>  
**Sent:** Tuesday, August 11, 2020 5:23 PM  
**To:** Simon, Donald  
**Cc:** Goedeken, Dave; Dam, Jennifer; Newton, Brian  
**Subject:** RE: Vacation of Studley Road for Wholestone Farms

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Dave,

Please consider this as an official request to vacate Studley Road. I will follow up shortly with a site plan related to our grading permit request that shows dimensions to Studley Road.

Thanks,  
Carmen

Carmen Brown  
Associate Project Manager

EPSTEIN  
D +1-312-429-8242

-----Original Message-----

**From:** Simon, Donald <Donald.Simon@fremontne.gov>  
**Sent:** Tuesday, August 11, 2020 5:12 PM  
**To:** Carmen Brown <CBrown@epsteinglobal.com>  
**Cc:** Goedeken, Dave <Dave.Goedeken@fremontne.gov>; Dam, Jennifer <Jennifer.Dam@fremontne.gov>; Newton, Brian <Brian.Newton@fremontne.gov>  
**Subject:** Vacation of Studley Road for Wholestone Farms

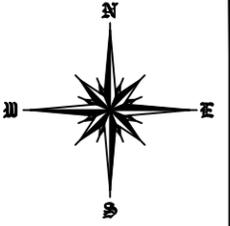
Carmen,

Could you officially request to the public works director, Dave Goedeken, that you want Studley Road between Platte Ave. and Yager Road to be vacated on your property for Wholestone Farms. Half of the road already has the parking lot on it so it should be just a formality. The next council meeting will be two weeks from today. It will need to be done for setbacks of the Engine building and building over property lines for the final phase of your next phase. You should also combine the lots into one lot which can be in another action. Combining doesn't affect your current project, but vacating Studley will.

Thank you,

Don Simon  
Chief Building Inspector/CFM  
400 East Military Avenue  
Fremont, Nebraska 68025  
(402) 727-2636  
(402) 727-2659 fax

# STUDLEY ROAD VACATION



**ORDINANCE NO. 5543**

**AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, VACATING STUDLEY ROAD FROM THE EAST RIGHT OF WAY LINE OF PLATTE AVENUE TO THE WEST RIGHT OF WAY LINE OF YAGER ROAD, IN THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA; PROVIDING FOR THE RESERVATION OF RIGHTS ASSOCIATED WITH PUBLIC UTILITIES; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, said road, lies within the corporate limits of the City of Fremont, Nebraska; and

**WHEREAS**, This section of right of way is no longer necessary for transportation purposes, and the realignment of the roadway complies with the city's Long-Range Transportation Plan 2035; and

**WHEREAS**, City Council finds that in accordance with *Neb. Rev. Stat. § 16-611*, title to such property shall henceforth be vested in the owners of the abutting property and become a part of such property, one-half on each side thereof, except as reserved for access and maintenance of public utilities.

**NOW, THEREFORE, BE IT RESOLVED:** That the Mayor and City Council approve:

**SECTION I: VACATION.** That the City of Fremont does hereby vacate Studley Road right of way from the east right of way line Platte Avenue, to the west right of way line of Yager Road.

**SECTION 2. RESERVATIONS.** In accordance with *Neb. Rev. Stat. § 16-611*, the city reserves the right to maintain, operate, repair, and renew public utilities existing at the time title to the property is vacated there; and, further reserves any public utilities, and the right to maintain, repair, renew, and operate water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines, and other similar services and equipment and appurtenances, including lateral connections or branch lines, above, on, or below the surface of the ground at the time title to the property is vacated for the purposes of serving the general public or the abutting properties and to enter upon the premises to accomplish such purposes at any and all reasonable times.

**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 THE 8<sup>th</sup> DAY OF SEPTEMBER, 2020.**

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

ATTEST:

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