

City of Fremont, Nebraska, is inviting you to a Zoom webinar.
When: September 29, 2020 6:30 PM Central Time (US and Canada)
Topic: September 29, 2020 City Council Meeting & Board of Equalization

ZOOM Meeting Information

View Video Tutorials:

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

Please click the link below to join the webinar:

<https://zoom.us/j/92576277379>

Webinar ID: 925 7627 7379

Or iPhone one-tap :

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

Telephone:

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

US: +1 669 900 9128

+1 346 248 7799

+1 301 715 8592

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+1 646 558 8656

+1 253 215 8782

Webinar ID: 925 7627 7379

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

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

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



CITY OF
FREMONT
NEBRASKA

BOARD OF EQUALIZATION & REGULAR CITY COUNCIL MEETING
September 29, 2020 – 7:00 PM
Public Comment 6:30 PM
City Council Chambers 400 East Military, Fremont NE

BOARD OF EQUALIZATION AGENDA

7:00 PM

MEETING CALLED TO ORDER

ROLL CALL

PUBLIC HEARING

1. Resolution 2020-189 to levy a special tax and assessment against Jensens PT W1/2 Frac Blk 21 in the amount of \$405.85 for debris/weed cleanup (ARG Property Grp Inc.)
2. Resolution 2020-190 to levy a special tax and assessment against Morrells W1/2 Lots 7 & 8 BLK 33 in the amount of \$592.98 for debris/weed cleanup (GOF House LLC)

ADJOURNMENT

CITY COUNCIL REGULAR MEETING AGENDA

7:00 PM – Following the preceding Meeting

MEETING CALLED TO ORDER

ROLL CALL

MAYOR COMMENTS

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

1. Motion to adopt current agenda for the September 29, 2020 Regular Meeting

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.

2. Motion to approve September 9, 2020 through September 29, 2020 claims and authorize checks to be drawn on the proper accounts
3. Dispense with and approve September 8, 2020 City Council Meeting Minutes
4. Resolution 2020-191 to approve application for new liquor license manager of John Fritz, ALDI Inc., dba ALDI #11, 3650 Elk Lane, Fremont, Nebraska
5. Motion to approve Cement/Asphalt/Excavate license application of Cleary Shamrock Full Property Services
6. Resolution 2020-192 to approve C-R Menn Concrete, LLC. Final Acceptance of Project of the 2020 Pavement Rehab Project by authorizing the Mayor to sign Final Pay Application No. 7 and Final Change Order
7. Resolution 2020-193 authorizing Mayor to sign Nebraska Department of Transportation agreement for Transportation Planning Assistance to partially fund (75%) the update of the City's Long Range Transportation Plan, and appoint Jennifer Dam as Responsible Charge
8. Receive and file Keep Fremont Beautiful annual report

NEW BUSINESS: Requires individual associated action

9. Resolution 2020-194 to approve "90% Plans and Right of Way (ROW) Cost Estimate", for the Fremont, Rawhide Trail Project, and authorizing Mayor to sign Resolution as provided by the State
10. Motion to authorize Mayor to sign agreement for Project Contracting/Payment Process & Operation & Maintenance for Platte River Breach Repair Project (Rod & Gun Club)
11. Council Member Legband item – Motion to dissolve the temporary Animal Control Citizen Advisory Board (ACCAB), receive report on findings of the ACCAB, and refer the report to City legal counsel to draft a proposal to the Dodge County Humane Society for possible action
12. Motion to approve interlocal agreement, and agreement for sales and purchase of water to Cedar Bluffs
13. Council Member Ellis item - Resolution 2020-195 to serve notice and terminate the City's Animal Control Contract with the Dodge County Humane Society

ADJOURNMENT

Agenda posted at the Municipal Building on September 23, 2020 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on September 23, 2020. This meeting is preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City

Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

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

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

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

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

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

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Tyler Ficken, City Clerk
DATE: September 29, 2020
SUBJECT: Nuisance Lien ARG Property Grp Inc.

Recommendation: Move to approve the Resolution 2020-189

Background: Owner has been billed for work completed by the Street Department as ordered by the Building Department. The bill remains unpaid after two months. State Statute allows the City of file a lien against the property. An additional \$20.00 is charged to cover the cost of filing and releasing the lien. Owners on record when the work was completed as follows:

Owner	Location	Amount
ARG Property Grp Inc.	249 W. Washington (Jensens PT W1/2 Frac Blk 21)	\$405.85

Fiscal Impact: reimbursement of \$405.85

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

INVOICE

June 30, 2020

ARG Property Grp Inc
49 Pratt St
Essex, CT 06426-1122

The property at 249 W Washington St, Fremont, Nebraska has been cited in violation of the Fremont Muni Code Article 4 Nuisances: Abatement - to wit: Weeds & debris

This clean up was completed on June 8, 2020

CLEAN UP OF PROPERTY AT 249 W Washington (Jensens PT W1/2 Frac Blk 21, 270034342)

Labor	\$ 240.85	
Equipment	\$ 145.00	
Disposal Fee		
	<u>\$ 385.85</u>	total amount due

This must be paid or payment arrangements made by August 31, 2020. If not, a lien will be filed against the property. Please make check payable to City of Fremont. If you have any questions, contact me at 402/727-2635.

Sincerely,
CITY OF FREMONT

Tyler Ficken, City Clerk

INVOICE

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

(402) 727-2628

TO: ARG PROPERTY GRP INC 270034342
49 PRATT ST
ESSEX, CT 06426

INVOICE NO: 14933
DATE: 6/30/20

CUSTOMER NO: 1386/1386

TYPE: DB - DEBRIS/WEED CLEANUP

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	249 W WASHINGTON-JENSENS PT W1/2 FRAC BLK 12	385.85	385.85

TOTAL DUE: \$385.85

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/30/20 DUE DATE: 8/31/20
CUSTOMER NO: 1386/1386

NAME: ARG PROPERTY GRP INC 270034342
TYPE: DB - DEBRIS/WEED CLEANUP

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

INVOICE NO: 14933
TERMS: NET 60 DAYS

AMOUNT: \$385.85

RESOLUTION NO. 2020-189

A Resolution of the City Council of the City of Fremont Nebraska, levying a special tax and assessment in the amount of \$405.85 against Jensens PT W1/2 Frac Blk 21 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: ARG Property Grp Inc.) to pay the costs of weed and debris removal and assessment.

Whereas, the Chief Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as Jensens PT W1/2 Frac Blk 21 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska in Dodge County, Nebraska, and

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

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

NOW THEREFORE BE IT RESOLVED: There is hereby levied and charged against Jensens PT W1/2 Frac Blk 21 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: ARG Property Grp Inc.) in Dodge County, Nebraska, a special assessment in the amount of \$405.85 to pay the cost of nuisance removal and assessment.

PASSED AND APPROVED THIS 29TH DAY OF SEPTEMBER 2020.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

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<input type="checkbox"/> Return Receipt (hardcopy)	\$
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage	\$
Total Postage and Fees	\$

Sent To ARG Property Grp Inc
 Street and Apt. No., or PO Box No. 49 Pratt St
 City, State, ZIP+4® Essex, Ct 06426-1122

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



Property Grp Inc.
att St.
X, Ct 0

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Total Postage & Fees	\$



Sent To GOF House LLC
 Street, Apt. No., or PO Box No. 2885 Sanford Ave 41743
 City, State, ZIP+4® Grandville, MI 49418

PS Form 3800, August 2006 See Reverse for Instructions

SECTION ON DELIVERY

[Signature] Agent
 Addressee
 Printed Name) C. Date of Delivery
STANSKE

Address different from item 1? Yes
 Delivery address below: No

- Restricted Delivery
- Registered Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Tyler Ficken, City Clerk
DATE: September 29, 2020
SUBJECT: Nuisance Lien GOF House LLC

Recommendation: Move to approve the Resolution 2020-190

Background: Owner has been billed for work completed by the Street Department as ordered by the Building Department. The bill remains unpaid after two months. State Statute allows the City of file a lien against the property. An additional \$20.00 is charged to cover the cost of filing and releasing the lien. Owners on record when the work was completed as follows:

Owner	Location	Amount
GOF House LLC	1035 W. 10th (Morrells W1/2 Lots 7 & 8 BLK 33)	\$592.98

Fiscal Impact: reimbursement of \$592.98

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

INVOICE

June 30, 2020

GOF House LLC
2885 Sanford Ave, SW #41743
Grandville, MI 49418

The property at 1035 W 10th , Fremont, Nebraska has been cited in violation of the Fremont Muni Code Article 4 Nuisances: Abatement - to wit: Weeds & debris

This clean up was completed on June 24, 2020

CLEAN UP OF PROPERTY AT 1035 W 10th (Morrells W1/2 Lots 7 & 8 BLK 33, 270043519)

Labor	\$	205.21	
Equipment	\$	300.00	
Disposal Fee	\$	67.77	
	\$	<u>572.98</u>	total amount due

This must be paid or payment arrangements made by August 31, 2020. If not, a lien will be filed against the property. Please make check payable to City of Fremont. If you have any questions, contact me at 402/727-2635.

Sincerely,
CITY OF FREMONT

Tyler Ficken, City Clerk

INVOICE

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

(402) 727-2628

TO: GOF LLC
2885 SANFORD AVE
SW #41743
GRANDVILLE, MI 49418

270043519

INVOICE NO: 14931
DATE: 6/30/20

CUSTOMER NO: 1281/1281

TYPE: DB - DEBRIS/WEED CLEANUP

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	1035 W 10TH ST-MORRELLS W1/2 LOTS 7&8 BLOCK 33	572.98	572.98

TOTAL DUE: \$572.98

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/30/20 DUE DATE: 8/31/20
CUSTOMER NO: 1281/1281

NAME: GOF LLC 270043519
TYPE: DB - DEBRIS/WEED CLEANUP

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

INVOICE NO: 14931
TERMS: NET 60 DAYS

AMOUNT: \$572.98

RESOLUTION NO. 2020-190

A Resolution of the City Council of the City of Fremont Nebraska, levying a special tax and assessment in the amount of \$592.98 against Morrells W1/2 Lots 7 & 8 BLK 33 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: GOF House LLC) to pay the costs of weed and debris removal and assessment.

Whereas, the Chief Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as Morrells W1/2 Lots 7 & 8 BLK 33m to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska in Dodge County, Nebraska, and

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

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

NOW THEREFORE BE IT RESOLVED: There is hereby levied and charged against Morrells W1/2 Lots 7 & 8 BLK 33 to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: GOF House LLC) in Dodge County, Nebraska, a special assessment in the amount of \$592.98 to pay the cost of nuisance removal and assessment.

PASSED AND APPROVED THIS 29TH DAY OF SEPTEMBER 2020.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK



CITY OF FREMONT NEBRASKA

REGULAR CITY COUNCIL MEETING MINUTES September 8, 2020 - 7:00 PM City Council Chambers 400 East Military, Fremont NE

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, Bechtel, Yerger, Jacobus and Legband present. 6 members present. Kuhns and Jensen 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 September 8, 2020 Regular Meeting. Motion made by Yerger, Seconded by McClain to adopt current agenda for the September 8, 2020 Regular Meeting. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried.

NEW BUSINESS:

2. Motion to Approve Howard Court Subdivision Agreement. Motion made by Yerger, Seconded by Jacobus to Approve Howard Court Subdivision Agreement. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried.

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. Motion made by Yerger, seconded by Jacobus to amend the final paragraph of the resolution to read as conditioned in the approved subdivision agreement. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Motion made by Legband, seconded by McClain to approve Resolution 2020-168 as amended. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, 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 McClain, Seconded by Legband to approve items 4, 5, 6 and 10 of the consent agenda. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried.

4. Motion to approve August 26, 2020 through September 8, 2020 claims and authorize checks to be drawn on the proper accounts
5. Mayor Getzschman item - Receive Report of the Treasury
6. Dispense with and approve August 25, 2020 City Council Meeting Minutes and August 31, 2020 Special City Council Meeting Minutes
7. Motion to authorize construction of an activity shed in Clemmons Park for community use. Motion made by Jacobus, Seconded by Legband to authorize construction of an activity shed in Clemmons Park for community use. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried.
8. 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. Motion made by Jacobus, Seconded by Legband to approve Resolution 2020-185. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried.
9. 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. Motion made by Jacobus, Seconded by Legband to approve Resolution 2020-186. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried.
10. Resolution 2020-187 to approve awarding contract for "Home Demolition – 2020" to S2 Rolloffs, LLC. (Residential properties near Keene Memorial Library)
11. 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. Motion made by Jacobus, Seconded by Yerger to approve Resolution 2020-188. Voting Yea: Yerger, McClain, Legband, Bechtel, Jacobus Abstaining: Ellis. Motion carried.

UNFINISHED BUSINESS: Requires individual associated action

12. Ordinance 5541 to revise government salary pay plan (final reading). Motion made by Legband, Seconded by McClain to hold final reading of Ordinance 5541. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a final vote on the Ordinance. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Ordinance 5541 approved.
13. Ordinance 5542 to revise utility salary pay plan (final reading). Motion made by Legband, Seconded by McClain to hold final reading of Ordinance 5542. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a final vote on the Ordinance. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Ordinance 5542 approved.

NEW BUSINESS: Requires individual associated action

14. Receive Animal Control Citizen Advisory Board Monthly Report. Motion made by Legband, Seconded by McClain to receive report titled "A report from the advisory board". Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried. Motion made by Jacobus, Seconded by Ellis to receive report titled "Advisory Committee Update". Voting Yea: Yerger, Ellis, Legband, Bechtel, Jacobus Voting Nay: McClain. Motion carried. Motion made by Legband, Seconded by Jacobus to receive report titled "Advisory Control Update". Voting Yea: Yerger, Ellis, Legband, Bechtel, Jacobus Voting Nay: McClain. Motion carried.
15. 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. Motion made by Jacobus, Seconded by Yerger to approve Resolution 2020-178. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried.
16. 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. Motion made by Yerger, Seconded by Jacobus to approve Resolution 2020-179. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried.
17. Resolution 2020-180 authorizing the City to issue a purchase order to Sourcewell for a Rosenbauer Fire Engine from Rosenbauer Minnesota, LLC. Motion made by Jacobus, Seconded by Bechtel to approve Resolution 2020-180. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried.
18. 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. Motion made by Jacobus, Seconded by Legband 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. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried.
19. Resolution 2020-181 to approve the placement of a Subdivision Monument Sign at the entrance to Sunridge Subdivision at Military Avenue and Sunridge Lane. Motion made by Yerger, Seconded by Legband to approve Resolution 2020-181. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried.
20. Receive Traffic Committee Report for August 2020. Motion made by Yerger, Seconded by McClain to Receive Traffic Committee Report for August 2020. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried.

A. Resolution 2020-182 authorizing placement of a 2 Hour Parking Zone Sign at 235-239 West 6th Street. Motion made by Jacobus, Seconded by Legband to approve Resolution 2020-182. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried.
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. Motion made by Legband, Seconded by Jacobus to approve Resolution 2020-183. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried.

21. 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. Motion made by Yerger, Seconded by Legband to approve Resolution 2020-184. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried.
22. 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). Motion made by Legband, seconded by McClain to introduce and Hold first reading of Ordinance 5543. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried. Motion made by Jacobus, seconded by Legband to suspend the rules and move to final reading. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried. Mayor Getzschman called for a final vote on the Ordinance. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Ordinance 5543 is approved.

ADJOURNMENT. Motion made by Jacobus, seconded by Legband to adjourn; time: 10:28 P.M. Voting Yea: Yerger, Ellis, McClain, Legband, Bechtel, Jacobus. Motion carried.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA REGULAR CITY COUNCIL MEETING MINUTES FOR SEPTEMBER 8, 2020.

Tyler Ficken, City Clerk

Scott Getzschman, Mayor

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: September 29, 2020

SUBJECT: Liquor License Manager, John Fritz at Aldi, Inc.

Recommendation: Move to approve Resolution 2020-191

Background: Aldi, Inc. has requested a change to their liquor license manager, which per state law, the City provides a recommendation.

Fiscal Impact: none

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- ✓ • Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- ✓ • Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- ✓ • Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- ✓ • Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, **spouse must:**

- ✓ • Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the **spouse must:**

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

NA



**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: ALDI, INC (Kansas)

Premise information

Liquor License Number: 121993 Class Type D (if new application leave blank)

Premise Trade Name/DBA: ALDI #11

Premise Street Address: 3650 ELK Lane

City: Fremont County: Dodge Zip Code: 68025

Premise Phone Number: 402-515-9684

Premise Email address: John.fritz@aldi.us

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

Chun E Youngst

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

147
 voter
 POC
 spouse
 Training

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Fritz First Name: John MI: R

Home Address: 7501 N. 74th Street

City: Omaha County: Douglas Zip Code: 68122

Home Phone Number: 402-515-9684

Driver's License Number & State: [REDACTED] Nebraska

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Bor Bremerton Washington

Email address: JohnFritz1974@msn.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: Fritz First Name: Xavier MI: L

Social Security Number: [REDACTED]

Driver's License Number & State: [REDACTED] Nebraska

Date Of Birth: [REDACTED] Place Of Birth: Hastings, NE

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
 APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
7501 N 74th St Omaha NE 68122	2011	2020	7501 N 74th St Omaha NE	2011	2020
4127 N 104 Plaza Omaha NE	2011	2011	4127 N. 104 Plz Omaha NE	2011	2011
4801 Brookdale Dr Midland TX	2008	2011	4801 B. Brookdale Dr Midland TX	2005	2011

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016	2017	Roby Tuesday	Ralph Thompson	Unknown
1999	2016	Cracker Barrel Inc	Scott Miller	Unknown

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO



NEBRASKA STATE PATROL

Criminal History Record

Dissemination Form



Send To:

KELLEY PLUCKER, LLC
NIKKI CONNER
2804 S 87TH AVE
OMAHA, NE 68124

Requested By:

KELLEY PLUCKER, LLC
NIKKI CONNER
2804 S 87TH AVE
OMAHA, NE 68124

Receipt Number: 2020N0029066

Completed Date: 08/12/2020

Mailed: 08/12/2020

NO NEBRASKA FINGERPRINT-BASED CRIMINAL HISTORY FOUND

Person Of Interest

Name

FRITZ, JOHN R

Date of Birth

[REDACTED]

A state criminal record check was conducted using the name of the applicant only. Positive identification cannot be effective without support of fingerprints, which were not used in this check. Criminal records, if any, are included in this report. Nebraska State Patrol records contain arrests and court dispositions based on fingerprint arrests only. This record reflects the information available as of the date of this report.

Jeff Avey, Director - CID

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
John Fritz	7-9-2020	RH LMT

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
John Fritz Manager	2016 - Present	AIDI
John Fritz Manager	2014 - 2016	Rebo Training

5. Have you enclosed form 147 regarding fingerprints?

YES NO

**CERTIFICATE OF COMPLETION
RESPONSIBLE HOSPITALITY COUNCIL
MANAGEMENT TRAINING**

This certificate is awarded to

John Fritz

For completing the Hospitality Insider Training and Lincoln Server/Seller Permit
Training Date July 9, 2020, Expires July 9, 2023

RESPONSIBLE HOSPITALITY COUNCIL

Tom Lorenz

July 9, 2020

Conan Shafer

July 9, 2020



RESPONSIBLE HOSPITALITY COUNCIL

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

John Fritz
Signature of Manager Applicant

N/A
Signature of Spouse

ACKNOWLEDGEMENT

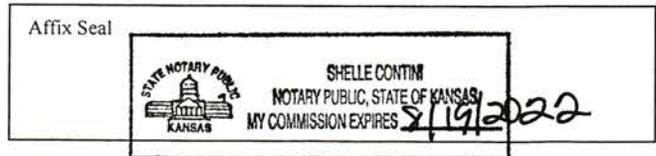
Kansas
State of ~~Nebraska~~
County of Johnson

The foregoing instrument was acknowledged before me this

7/8/2020
date

by John Fritz
NAME OF PERSON BEING ACKNOWLEDGED

Shelle Contw
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

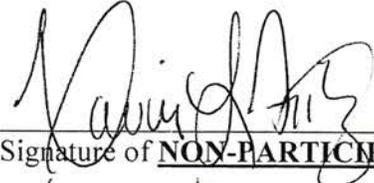
**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.



Signature of **NON-PARTICIPATING SPOUSE**
Xavier Fritz

Print Name



Signature of **APPLICANT**
John Fritz

Print Name

State of Nebraska, County of Douglas

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me
this 7-8-20 (date)

The foregoing instrument was acknowledged before me
this 7-8-2020 (date)

by Shelle Contini / Xavier Fritz

Name of person acknowledged
(Individual signing document)

by Shelle Contini / John Fritz

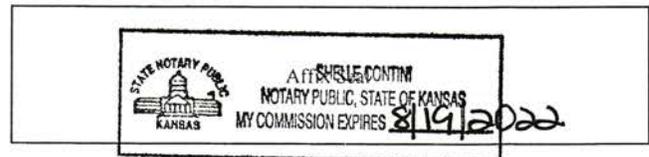
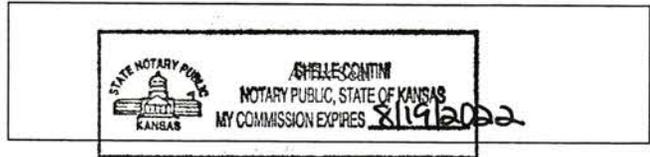
Name of person acknowledged
(Individual signing document)



Notary Public Signature



Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

Trade Name: ALDI

Name of Person Bring Fingerprinted: John Roger Fritz

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED] Date fingerprints were taken: 7-21-20

Location where fingerprints were taken: Douglas County Sheriff's Office 3001 N 150th Omaha NE

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

[Signature]

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

STATE OF WASHINGTON
 DEPARTMENT OF SOCIAL AND HEALTH SERVICES
 HEALTH SERVICES DIVISION BUREAU OF VITAL STATISTICS
 OLYMPIA, WASHINGTON

STATE OF WASHINGTON
 DEPARTMENT OF SOCIAL AND HEALTH SERVICES
 BUREAU OF VITAL STATISTICS

411

220

CERTIFICATE OF LIVE BIRTH

146

BIRTH NUMBER

PE. OR PRINT IN
 PERMANENT INK

LOCAL FILE NUMBER

1. CHILD—NAME FIRST MIDDLE LAST John Roger FRITZ			2. DATE OF BIRTH (MONTH, DAY, YEAR) [REDACTED]		3. HOUR 8:50 P
4. SEX Male	5. THIS BIRTH—SINGLE, TWIN, TRIPLET, ETC. (SPECIFY) Single		6. IF NOT SINGLE BIRTH—BORN FIRST, SECOND, THIRD, ETC. (SPECIFY) 4b.		7. COUNTY OF BIRTH 5c. Kitsap
8. CITY, TOWN, OR LOCATION OF BIRTH 5b. Bremerton			9. INSIDE CITY LIMITS (SPECIFY YES OR NO) 5c. Yes	10. HOSPITAL—NAME (IF NOT IN HOSPITAL, GIVE STREET AND NUMBER) 5d. Naval Regional Medical Center	
11. MOTHER—MAIDEN NAME FIRST MIDDLE LAST Henrietta Ann ADCOCK			12. AGE (AT TIME OF THIS BIRTH) 6b. 37	13. STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY) 6c. Texas	
14. RESIDENCE—STATE 7a. Washington	15. COUNTY 7b. Kitsap	16. CITY, TOWN, OR LOCATION 7c. Bremerton	17. INSIDE CITY LIMITS (SPECIFY YES OR NO) 7d. NO	18. STREET AND NUMBER 7e. Jackson Park 75-A Haven Road	
19. FATHER—NAME FIRST MIDDLE LAST Roger John FRITZ			20. AGE (AT TIME OF THIS BIRTH) 8b. 37	21. STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY) 8c. Nebraska	
22. INFORMANT 9a. Henrietta Ann FRITZ			23. RELATION TO CHILD 9b. Mother		
24. I CERTIFY THAT THE ABOVE NAMED CHILD WAS BORN ALIVE AT THE PLACE AND TIME AND ON THE DATE STATED ABOVE.			25. DATE SIGNED (MONTH, DAY, YEAR) 10b. January 30, 1978		26. ATTENDANT—M.D., D.O., OTHER (SPECIFY) 10c. M. D.
27. SIGNATURE CERTIFIER—NAME (TYPE OR PRINT) 10d. V. W. CHOU, LT MC USNR			28. MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP) 10e. Naval Regional Medical Center Bremerton, Washington 98314		
29. REGISTRAR—SIGNATURE 11a. <i>Willie A. Fisher, M.D., M.P.A.</i>			30. DATE RECEIVED BY LOCAL REGISTRAR 11b. MONTH DAY YEAR FEB 24 1978		

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE COPY (PHOTOGRAPHIC) OF THE RECORD ON FILE WITH THE WASHINGTON STATE BUREAU OF VITAL STATISTICS, OLYMPIA, WASHINGTON.



Fred W. Goodrich
 FRED W. GOODRICH
 State Registrar of Vital Statistics



[Back to Lookup](#) / [Registrant Detail](#)

John Roger Fritz

Political Party
Democratic

Precinct
08-11

Election Details

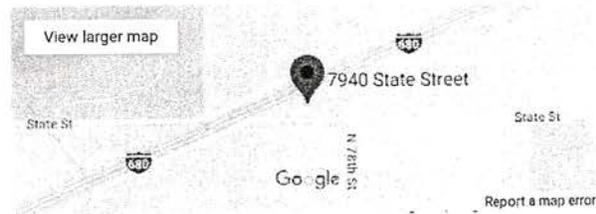
11/03/2020 2020 General Election

We did not find an absentee or provisional ballot associated with the selected election.

Polling Location

Omaha Bible Church

📍 7940 State Street Omaha, NE 68122



Districts

Show ▾

© 2020 - VoterView



Pete Ricketts
Governor

STATE OF NEBRASKA
NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe
Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska, 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TSR USER 800-833-7252 (TTY)
Web Address <http://www.lcc.nebraska.gov/>

September 23, 2020

To: CITY CLERK OF Fremont
Email: tina.menking@fremontne.gov
tyler.ficken@fremontne.gov
Manager Name: Fritz, John R
Licensee Name: Aldi Inc
Licensee Trade Name (DBA): Aldi 11
License Number: D 121993
Date Due: October 5, 2020

I have attached a copy of a new corporate manager application that was submitted to the Nebraska Liquor Control Commission. Please complete the following information below to indicate your recommendation. Send back to Rebecca Roberts at lcc.frontdesk@nebraska.gov or fax to (402) 471-2814. If you have questions concerning this matter, please contact our office at (402) 471-2572.

- _____ APPROVED
- _____ NO LOCAL RECOMMENDATION
- _____ DENIED

COMMENTS: (YOU MAY ATTACH MINUTES AND/OR ADDITIONAL NOTES)

Clerk Signature: _____ Date: _____

BR

Janice M. Wiebusch
Commissioner

Bruce Bailey
Chairman

Harry Hoch
Commissioner



**FREMONT
POLICE
DEPARTMENT**

JEFFREY J. ELLIOTT
Chief of Police

725 North Park Avenue
Fremont, Nebraska 68025

Case FPD2002903 - UNAPPROVED DRAFT

Printed on September 1, 2020

Status	Active
Report Type	Case
Primary Officer	Aaron Howe
Reported At	09/01/20 11:12
Incident Date	09/01/20 11:12
Incident Code	LIC : Licensing Checks
Location	
Zone	District 5
Beat	
Disposition	Closed - Resolved
Disposition Date/Time	09/01/20 13:06
Disposition Comments	Approve
Review for Gang Activity	None

Offense Information

Offense	Liquor License Application Investigation
Statute	Liquor Lic App
NIBRS Code	
Counts	1
Offense Details	Committed
Include In NIBRS	No
Completed	Yes
Bias Motivation	None (no bias)
Location	Grocery/Supermarket
Entry Forced	No

Dispatch Information

CFS #	CFS2024906
Location	
Incident Code	LIC : Licensing Checks
Occurred Between	09/01/20 11:12:48 and
Assigned	11:13:50
Enroute	11:13:50
On Scene	11:13:50
Completed	11:13:50

Other

FRITZ, JOHN R
Male
7501 N 74 ST
OMAHA, NE 68122
(402) 515-9684 Home

Manager: Liquor Lic App - Liquor License Application Investigation - Committed

Primary Narrative By Aaron Howe, 09/01/20 13:14

I received a managers application from the Nebraska Liquor Control Commission submitted by John R Frits to manage Aldi. A check of local databases have shown no reason to deny the application. Based on the information available, I

recommend approval of the application.

RESOLUTION NO. 2020-191

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA CONSIDERING THE APPLICATION FOR NEW LIQUOR LICENSE MANAGER OF JOHN FRITZ FOR: ALDI INC., DBA ALDI #11, 3650 ELK LANE, FREMONT, NEBRASKA.

WHEREAS, an application was filed by John Fritz of Aldi Inc., dba Aldi #11, 3650 Elk Lane, Fremont, NE for a new liquor license manager, and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA, that:

The City of Fremont hereby recommends approval of the above identified manager application.

PASSED AND APPROVED THIS 29TH 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 29, 2020

SUBJECT: Cement/Asphalt/Excavate Work License Application

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

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

<u>Business</u>	<u>Applicant</u>	<u>Type</u>
Cleary Shamrock Full Property Services	Steven Cleary	Cement Work



LICENSE APPLICATION

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

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as Cement Work

License should be issued to Steven Cleary

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

Steven Cleary at Cleary Shamrock Full property Services
(If applicant is not sole owner, set out the other owners: _____)

Applicant telephone number at place of business or where can be reached (402) 317-1993

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

I have had 5 years of practical experience in this type of work at the following places (Cover the last five years)

Various locations throughout Dodge County. I have been owner of my company for 5 years.

I have the following technical education: Metro Construction management

I give you the following references: _____
Dostal Plmb. & Htg. 402-720-9632

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

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

Dated 9-10-20

Steven Cleary
Signature

STAFF REPORT

TO: Honorable Mayor and City Council

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

DATE: September 29, 2020

SUBJECT: 2020 Pavement Rehab; Project No. P-185-20

<p>Recommendation: Approve Resolution 2020-192 for Final Acceptance of the 2020 Pavement Rehab Project; and authorize Mayor to sign Final Pay Application No. 7 including Final Change Order.</p>
--

Background:

The City of Fremont entered into a contract agreement for construction services with C-R Menn Concrete, LLC. on March 10, 2020. The project consists of improvements to the City's transportation roads. These improvements include the rehabilitation of streets, drainage, curb ramps, grading, adjusting manholes, seeding and erosion control at selected locations throughout the City of Fremont.

This project is funded in the 2019-2020 Capital Improvement Plan (CIP) in the amount of \$220,000.00.

The original contract amount for the project was \$197,622.75. The amount allocated in the 2019-2020 Capital Improvement Plan was \$220,000.00. The final cost of the project is \$213,989.50 with the Final Change Order of \$16,366.75. The increase was primarily due to unforeseen conditions in the field.

Approval of the Resolution authorizes the Mayor to sign the Final Pay Application No. 7 for \$21,339.48, the Final Change Order, and complete the final acceptance of the project.

This item was approved the Utility and Infrastructure Board at their September 8, 2020 meeting by a 3:0 vote.

Fiscal Impact:

The original contract amount was \$197,622.75. The final fiscal impact for the project is \$213,989.50. Final payment to close out the project is \$21,339.48

FINAL CHANGE ORDER NO. 1



Date:

8/28/2020

Project Name: **2020 PAVEMENT REHAB**

Project No. **Fremont Project No. P-185-20**

PO No. **039507**

Account No. **012-2032-431.45-20**

Company Name: **C-R Menn Concrete, LLC.**

Address: **325 West County Road T, Fremont NE**

Telephone: **402.719.7286**

Item No.	Description of Work	Unit	Plan Quantity	Final Quantity	Change to Contract	Unit Price	Total
1	Mobilization	LS	1	1.0	0.00	\$ 4,000.00	\$ -
2	Barricading & Traffic Control	LS	1	1.0	0.00	\$ 4,000.00	\$ -
3	Remove Concrete Pavement	SY	1692	1826.0	134.00	\$ 15.00	\$ 2,010.00
4	Remove Sidewalk & Ramps	SF	829	784.0	-45.00	\$ 5.75	\$ (258.75)
5	Concrete Sawing (full depth)	LF	862	944.0	82.00	\$ 4.50	\$ 369.00
6	Over-Excavation (EO)	CY	567	567.0	0.00	\$ 18.00	\$ -
7	Crushed Rock Base 12"	TN	709	709.0	0.00	\$ 36.50	\$ -
8	Build 8" PC Concrete Pavement w/Integral Curb	SY	1692	1826.0	134.00	\$ 54.00	\$ 7,236.00
9	Build 4" PC Concrete Curb Ramps	SF	829	784.0	-45.00	\$ 12.50	\$ (562.50)
10	Adjust Manhole to Grade	EA	3	2.0	-1.00	\$ 600.00	\$ (600.00)
11	Adjust Water/Gas Valve to Grade	EA	3	3.0	0.00	\$ 600.00	\$ -
12	Rebuild Storm Inlet Top	SF	1	1.0	0.00	\$ 1,500.00	\$ -
13	Rebuild Curb Opening Storm Inlet	EA	1	1.0	0.00	\$ 1,500.00	\$ -
14	ADA Detectable Warning Panels, Red Seeding, Type B	EA	10	10.0	0.00	\$ 200.00	\$ -
15	Cleanup and Erosion Control	SY	172	172.0	0.00	\$ 18.50	\$ -
16	Rebuild Manhole - Concrete Junction Box	LS	1	1.0	0.00	\$ 6,000.00	\$ -
17	New MH Lid and Rebuild MH Walls	EA	0	1.0	1.00	\$ 4,100.00	\$ 4,100.00
18	Remove and Replace Curb	EA	0	1.0	1.00	\$ 3,185.00	\$ 3,185.00
19		LF	0	24.0	24.00	\$ 37.00	\$ 888.00

Original Contract Price	\$ 197,622.75
Net Change From Final Change Order	\$ 16,366.75
Adjusted Contract Amount	\$ 213,989.50

Approved By:

Scott Getzschman, Mayor

Date


Christopher Menn C-R Menn Concrete, LLC

Date 8/28/20

FINAL PAY REQUEST NO. 7



Date: **8/28/2020**
Invoice

Project Name: **2020 PAVEMENT REHAB**

Project No. **Fremont Project No. P-185-20**

PO No. **039507**

Account No. **012-2032-431.45-20**

Company Name: **C-R Menn Concrete, LLC.**

Address **325 West County Road T, Fremont NE**

Telephone: **402.719.7286**

Item No.	Description of Work	Unit	Plan Quantity	Pay Period Quantity	As Const Quantity	Unit Price	Total
1	Mobilization	LS	1	0.1	1	\$ 4,000.00	\$ 4,000.00
2	Barricading & Traffic Control	LS	1	1	1	\$ 4,000.00	\$ 4,000.00
3	Remove Concrete Pavement	SY	1692		1826	\$ 15.00	\$ 27,390.00
4	Remove Sidewalk & Ramps	SF	829		794	\$ 5.75	\$ 4,508.00
5	Concrete Sawing (full depth)	LF	862		944	\$ 4.50	\$ 4,248.00
6	Over-Excavation (EQ)	CY	567		567	\$ 18.00	\$ 10,206.00
7	Crushed Rock Base 12"	TN	709		709	\$ 36.50	\$ 25,878.50
8	Build 8" PC Concrete Pavement w/Integral Curb	SY	1692		1826	\$ 54.00	\$ 98,604.00
9	Build 4" PC Concrete Curb Ramps	SF	829		794	\$ 12.50	\$ 9,800.00
10	Adjust Manhole to Grade	EA	3		2	\$ 600.00	\$ 1,200.00
11	Adjust Water/Gas Valve to Grade	EA	3		3	\$ 600.00	\$ 1,800.00
12	Rebuild Storm Inlet Top	SF	1		1	\$ 1,500.00	\$ 1,500.00
13	Rebuild Storm Inlet	EA	1		1	\$ 1,500.00	\$ 1,500.00
14	ADA Detectable Warning Panels, Red	EA	10	4	10	\$ 200.00	\$ 2,000.00
15	Seeding, Type B	SY	172		172	\$ 18.50	\$ 3,182.00
16	Cleanup and Erosion Control	LS	1	1	1	\$ 6,000.00	\$ 6,000.00
17	Rebuild Manhole - Concrete Junction Box	EA	1	1	1	\$ 4,100.00	\$ 4,100.00
18	New MH Lid and Rebuild MH Walls	EA	0	1	1	\$ 3,185.00	\$ 3,185.00
19	Remove and Replace Curb	LF	0		24	\$ 37.00	\$ 888.00

Total Project Cost To Date \$ 213,989.50
 Total Previous Payments \$ (192,650.03)
 Retainage (0%) \$ -
Total Amount Due \$ 21,339.48

Approved By:

 Scott Getzschman, Mayor
 Date 8/28/20

 Christopher Menn C-R Menn Concrete, LLC
 Date

RESOLUTION NO. 2020-192

A Resolution of the City Council of the City of Fremont, Nebraska to approve C-R Menn Concrete, LLC. Final Acceptance of Project of the 2020 Pavement Rehab Project by authorizing the Mayor to sign Final Pay Application No. 7 and Final Change Order.

WHEREAS, The City of Fremont entered into a construction contract with C-R Menn Concrete, LLC. (Contractor) for the 2020 Pavement Rehab Project; and

WHEREAS, The original contract cost of the project was \$197,622.75, and the final contract cost of construction was \$213,989.50 with a final change order of \$16,366.75; and

WHEREAS, The Contractor has completed the work on said project to the satisfaction of the Public Works Director/City Engineer;

NOW THEREFORE BE IT RESOLVED: that the Mayor and City Council hereby approve Final Acceptance of the Project for the 2020 Pavement Rehab, authorize the Mayor to sign the Final Pay Application No. 7 and Final Change Order.

PASSED AND APPROVED THIS 29th DAY OF SEPTEMBER, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer Dam, Planning Director

DATE: September 29, 2020

SUBJECT: Authorize Mayor to sign Program Agreement and appoint Jennifer Dam as Responsible Charge

Recommendation: Approve Resolution 2020-193

BACKGROUND:

The Planning Director applied to the Nebraska Department of Transportation (NDOT) for Transportation Planning Assistance funds to assist with the update of the City's Long-Range Transportation Plan (LRTP.)

The NDOT has awarded the City with funding in the amount of up to \$100,000 with a local match of 25% (up to \$25,000) provided that the City Council authorizes the Mayor to sign the program agreement and appoints Jennifer Dam Shewchuk (Jennifer Dam) as the local Responsible Charge (RC.)

The funding from the state and the local match was anticipated when the budget was prepared and approved.

A total of \$400,000 has been budgeted for the Comprehensive Plan/Long Range Transportation Plan. Of that \$100,000 is identified as state funding and \$300,000 city funding (which includes the \$25,000 local match).

Interviews have commenced for the Comprehensive Plan and Long-Range Transportation Plan update as well as the update of the UDC.

This agreement must be approved before negotiations can begin with a selected consultant.

The fiscal impact of the Long Range Transportation Plan Component is up to \$25,000 for the City.

FISCAL IMPACT: \$25,000.

**PROGRAM AGREEMENT
FEDERAL PLANNING FUNDS
TRANSPORTATION PLANNING ASSISTANCE PROGRAM**

THE CITY OF FREMONT
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
PROJECT NO. SPR-1(58), STATE CONTROL NO. 01020
TRANSPORTATION PLANNING ASSISTANCE PROGRAM

THIS AGREEMENT is between the City of Fremont ("City"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as "Parties".

WITNESSETH:

WHEREAS, the purpose of this Agreement is for providing partial funding of the City Area Comprehensive Plan update, that will include a Long-Range Transportation Plan (LRTP) element, and

WHEREAS, City and State agree that the work contained in this Agreement does not cover Project Level Engineering Services, and

WHEREAS, City intends to contract with a Consultant or Consultants under a separate agreement(s), to accomplish the work to be carried out under this Agreement, and

WHEREAS, the work items for which the funding will be provided will be identified in the Consultant's Scope of Service of a future City/Consultant agreement ("Eligible Planning Activities"), and

WHEREAS, the funding for the project under this Agreement includes pass through monies from the Federal Highway Administration (FHWA) and is therefore subject to all applicable federal-aid transportation project related program requirements, so that all costs under this Agreement will be eligible for federal reimbursement, and

WHEREAS, City has agreed to establish and maintain a continuing, comprehensive and cooperative transportation planning process in the Fremont Area, and

WHEREAS, there are Federal-aid Planning Funds (SPR Funds or SPR Funding) available to provide pro-rata reimbursement to City for its Eligible Planning Activities, and

WHEREAS, the City Clerk/Treasurer's Office has been designated as the recipient of SPR funds on behalf of City, pursuant to the State's Transportation Planning Assistance Program (TPAP), and

WHEREAS, City desires to incur costs for Eligible Planning Activities that will be reimbursed with SPR Funds under the designation of Project No.SPR-1(58), and

WHEREAS, State, as part of the its planning function, intends to contribute support to the continuing transportation planning process in the City Area.

WHEREAS, City understands that federal funds are involved in the project or activities contemplated under this Agreement and understands that in order to qualify for federal-aid funds, City must appoint the person to be in Responsible Charge of the project or activities as required by the terms of this Agreement.

WHEREAS, for this Agreement, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year, must be addressed as explained further in this Agreement, and

WHEREAS, the total cost reimbursable under this Agreement will not exceed \$125,000 of which \$100,000 is the federal share, and \$25,000 is the City's share, and

WHEREAS, City has authorized the City's Mayor to sign this Agreement, as evidenced by the Resolution of City dated the _____ day of _____, 20____, attached as **Exhibit "A"**.

NOW THEREFORE, in consideration of these facts, City and State agree as follows:

SECTION 1. DEFINITIONS

WHEREVER in this Agreement the following terms are used, they mean the following:

"AERONAUTICS" means the Aeronautics division of the Nebraska Department of Transportation.

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"CONSULTANT" means the firm, who will be selected by City according to Chapter 4 of the LPA Guidelines Manual for Federal Aid Projects ("LPA Guidelines Manual").

“ELIGIBLE PLANNING ACTIVITIES” means tasks or activities performed by City’s consultants and sub-consultants, agents, or representatives which are eligible for reimbursement with SPR Funds as determined by State. The eligible tasks or activities will be provided in the Consultant’s Scope of Service of the future agreement City will have with its Consultant. State must approve the Consultant’s Scope of Services and fee estimate and prepare the agreement on behalf of City.

“FHWA” means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

“NEB. REV. STAT” means the Nebraska Revised Statutes as set forth in Nebraska law.

“OMB” means the Federal Office of Management and Budget.

“RESPONSIBLE CHARGE” or “RC” means the employee of City who has been empowered by City of City to represent City on planning issues and has actual day-to-day working knowledge and responsibility for significant aspects of the planning program and process. The RC works regularly with planning issues and is City’s point-of-contact for planning activities. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring the planning activities. It is understood that RC may delegate, or contract certain technical tasks associated with the planning activities so long as RC actively manages and represents City’s interests in the delegated technical tasks.

“STATE” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between City and the United States Department of Transportation.

SECTION 2. NOTICE TO PROCEED AND DURATION OF THIS AGREEMENT

- 2.1 *Effective Date*** --This Agreement is binding on the date it is fully executed by the Parties.
- 2.2 *Renewal, Extension or Amendment*** --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 2.3 *Identifying Date*** – For convenience, this Agreement’s identifying date will be the date State signed the agreement.
- 2.4 *Duration***– This Agreement will expire upon completion of City’s Federal-aid project and final financial settlement.

2.5 Termination -- Further, State reserves the right to terminate this Agreement as provided herein. If LPA determines that for any reason it will not continue with the development of this project as a Federal-aid project, LPA shall notify State and negotiate any necessary project termination conditions consistent with this Agreement.

SECTION 3. GENERAL DESCRIPTION IF SCOPE OF WORK AND RESPONSIBILITIES OF THE PARTIES

- 3.1 The work to be performed under the terms of this Agreement must be conducted in accordance with the Consultant's Scope of Services, which will be part of the City/Consultant agreement. City shall provide State with a copy of the Consultant Scope of Services prior to the start of the Consultant's work activities so State can review, approve, prepare agreement package, and provide a Notice of Proceed to City and City's Consultant.
- 3.2 City has authorized the City's Mayor to sign this Agreement, as evidenced by the Resolution of City Council, attached as Exhibit "A" and incorporated herein by this reference.
- 3.3 City shall:
1. Appoint and fully authorize a person to be in responsible charge of this project or activities. The appointed person must be a Fully Qualified, Full Time Public Employee who is in responsible charge of all aspects of the project or activities of City and City's Consultant(s) contemplated by this Agreement. City's "Responsible Charge" (RC) person needs to review all work products and all billing invoices.
 2. Develop local current and future land use information in a Geographic Information System (GIS) compatible format. This dataset should graphically show locations of major traffic generators and environmentally sensitive areas.
 3. In cooperation with the Nebraska Department of Aeronautics ("Aeronautics"), determine if a valid airport plan exists or an update should be undertaken. Include the airport plan in the LRTP update.
 4. Coordinate with Aeronautics, local public transportation providers, and rail and truck freight carriers and others as necessary to obtain the information and date to complete the LRTP update.

5. Select a Consultant following all guidelines and requirements outlined in the Chapter 4 of the LPA Guidelines Manual in regard to the method of procurement, evaluation, selection, and contract types. The selected Consultants must be certified to provide Transportation Planning Services by State. City shall be responsible for determining that the Consultant is qualified to provide experienced personnel with expertise to accomplish the required work. Price cannot be a selection factor.
6. Provide input to the Consultant to develop an electronic traffic assignment network and traffic model that includes the urbanized area of the City of Fremont as defined by the U.S. Census Bureau. State shall be provided with the traffic model assignment networks files created by the Consultant under contract to review before the final model product is accepted. The Consultant will agree to work with State as the model is being developed to correct any issues that are noted in State's review prior to this approval. All assignment networks will be provided to State in a TransCad or CUBE software.
7. Maintain all correspondence files, invoices, draft and final documents, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during this contract period and for three years from the date of the final payment under this Agreement; such records must be available for inspection by State and the FHWA or any authorized representative of the Federal Government, and City shall furnish copies to those mentioned in this section when requested to do so.

3.4 State shall:

1. Assign qualified personnel as needed to accomplish tasks assigned to or agreed to by State.
2. State shall review the City's Consultant's Scope of Services and provide comments to City. Upon approval of the Scope of Service, prepare agreement package, and provide a Notice of Proceed to City and City's Consultant.
3. State shall review the Consultant's traffic modeling networks and officer comments to City and City's Consultant.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

- 4.1 City hereby designates Jennifer Dam Shewchuk as the RC for the Eligible Planning Activities.
- 4.2 Duties and Assurances of City concerning its designated RC for the Eligible Planning Activities.
 - 4.2.1 City has authorized and fully empowered the RC to be responsible for day-to-day Eligible Planning Activities; this requirement does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the Eligible Planning Activities including identifying issues, investigating options, working directly with stakeholders, and decision making.
 - 4.2.2 The RC is a full-time public employee or elected official of City.
 - 4.2.3 City agrees to take all necessary actions and make its best good faith efforts to ensure the RC's work meets the same standards that State must meet under federal law.
 - 4.2.4 If, for whatever reason, the designated RC is no longer assigned to the Eligible Planning Activities, City shall, within one day or sooner if possible, notify verbally and in writing State's Highway Planning Manager; after such notification City shall replace the RC no later than thirty (30) calendar days or sooner if possible. With advance written approval by State, City may use a Provisional RC in accordance with State's Provisional RC Policy.

SECTION 5. FEDERAL AID PROJECT REQUIREMENTS

- 5.1 City agrees to comply with all Federal-aid procedures and requirements applicable to this Agreement, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual.
- 5.2 **The Applicable Legal and Contract Requirements.**
 - 5.2.1 Title 23 U.S.C., and 23 CFR,** – The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.
 - 5.2.2 LPA Guidelines Manual** - City also agrees to comply with applicable provisions of the LPA Guidelines Manual for Federal Aid Projects, which is incorporated herein by this reference. The LPA Guidelines Manual is a document drafted in part, and formally approved, by FHWA as a document setting out requirements for LPA's or MPO's eligible activities funded with federal funds. A current version of the LPA Guidelines Manual can be found in its entirety at the following internet

address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>. In the event City believes that the LPA Guidelines Manual doesn't clearly address a particular aspect of the planning activities work, City shall seek guidance or clarification from State's Local Project Section Engineer or State's Highway Planning Manage, and shall make its best effort to comply with such guidelines or clarification.

- 5.3 **Loss of Funding.** In order for City to receive federal funds for any part of the Eligible Planning Activities under this Agreement, City shall perform the services for all aspects of the Eligible Planning Activities, according to federal procedures and requirements. Although federal funds may be allocated to the Eligible Planning Activities, all or certain such activities may become ineligible for federal funds, if federal procedures and requirements are not met.

SECTION 6. SUSPENSION OR TERMINATION

State may suspend or terminate this Agreement in the event federal funds are not available, for any reason, to make reimbursements under this Agreement.

SECTION 7. FEDERAL AUDIT REQUIREMENT

- 7.1 The funding for the Eligible Planning Activities under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 7.2 City shall comply with the Single Audit mandate as described in Section 7.1. Any federal funds for City Eligible Planning Activities paid directly to contractors or consultants by State, on behalf of City, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by City (as per FHWA's February 16, 2012, letter and State's February 24, 2012, letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended for the Eligible Planning Activities should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 7.3 If necessary, the Federal award information needed for the SEFA includes:
- Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration

Pass-Through Grantor: Nebraska Department of Transportation

Program Title: Highway Planning and Construction (Federal-Aid Highway Program)

CFDA Number: 20.205

Project Number: SPR-1(58)

- 7.4 If a Part 200 Audit is submitted by City, City shall notify the Nebraska Department of Transportation, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

SECTION 8. FINANCIAL RESPONSIBILITIES

TOTAL COSTS AND FUNDING COMMITMENTS

- 8.1 State agrees to pay for the services rendered by City under the terms of this Agreement, compensated on a cost reimbursement basis, for cost incurred and to include only costs in accordance with the applicable provisions of 49 CFR 18 and the contract cost principles and procedures set forth in Part 31 of the Federal Acquisition Regulation System (48 CFR 31). When specific FHWA reimbursement policy differs from the Federal Acquisition Regulation System, the FHWA policy will apply.
- 8.2 Payment of invoices will be determined by multiplying the total amount of the billing by eighty percent. In no event may the total interim payments exceed eighty percent of the value of the total work completed and may not exceed a maximum of \$125,000 for the entire project. the federal share is estimated to be \$100,000, and City's share is estimated to be \$25,000.
- 8.3 City shall submit invoices no more frequently than monthly and no less often than quarterly and in accordance with this Agreement. For reimbursement, City is responsible for submitting the total actual costs expended that are eligible for federal aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse City for the Federal share of the eligible actual costs. City shall retain detailed cost records supporting all invoices for three (3) years after final cost settlement by FHWA and project closeout by State. City shall submit those records to State upon request.
- 8.4 City is required to submit their reimbursement requests to the State's Highway Planning Manager. All reimbursement requests (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's invoice workflow

system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

8.4.1 The reimbursement request package must include the following:

1. Invoice: The invoice must include the following:
 - a. City name and address
 - b. Invoice number
 - c. Invoice date
 - d. Invoicing period (beginning date and ending dates of services)
 - e. Agreement Number
 - f. Project identification (Project Number, Control Number, and Project Location/Description)
 - e. Contact person for questions about the invoice
2. Breakdown of Consultant and sub-contractors/sub-consultant expenses
 - a. Include Consultant's complete invoice package as outline in the City/Consultant agreement. The complete invoice package consists of Consultant's invoice, progress report, Cost Breakdown Form, Travel Log, receipts, and subconsultants complete invoice packages
 - b. Consultant's invoice package must be noted as paid and signed by appropriate representative

8.4.2 State will perform an initial check to verify that all necessary documentation is accurate and complete. State will reimburse City for the federal share of the actual costs of Eligible Planning Activities and will make a reasonable effort to pay City within thirty (30) days of State's receipt of City's reimbursement request.

8.4.3 The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by Consultant are allowable under this Agreement.

8.5 AUDIT AND FINAL COST SETTLEMENT

8.5.1 The final settlement between State and City will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.

8.5.2 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred for Eligible Planning Activities are eligible for reimbursement with federal funds. The Parties understand that the audit may

require an adjustment of the reimbursement made under this Agreement. City agrees to reimburse State for any overpayments identified in the audit review, and State agrees to reimburse City for underpayments when appropriate.

8.5.3 If City calculated share is more than the amount of local funds previously paid to State, State will bill City for the difference. City agrees to pay the amount due State within thirty (30) days of receipt of invoice.

8.5.4 If City's calculated share is less than the amount of local funds previously paid to State, State will reimburse City for the difference. State agrees to pay City within thirty (30) days of the completion of the audit.

SECTION 9. PROCUREMENT OF ENGINEERING AND DESIGN RELATED SERVICES

City shall procure engineering design related services (as defined in 23 CFR 172.3) using the Qualifications Based Selection process set out in Chapter 4 of the LPA Guidelines Manual.

SECTION 10. PROFESSIONAL PERFORMANCE

It is understood by the Parties that City is solely responsible for all work product generated as part of the Eligible Planning Activities completed under this Agreement. Any review or examination by State, or acceptance or use of the work product of City or its consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of City and its consultant which would relieve City from any expense or liability that would be connected with City's sole responsibility for the propriety and integrity of the work product to be accomplished by City or its consultant.

SECTION 11. INDEMNITY

City agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of City's work and the terms of this Agreement.

SECTION 12. CONFLICT OF INTEREST LAWS

12.1 City shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the Conflict of Interest provisions (including applicable State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State or Federal funding. City should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE**

DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS located on State's website at the following location: <http://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

- 12.2 City must also complete, sign and submit to State's Highway Planning Manager, the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**. This form is located on State's website at: <http://dot.nebraska.gov/media/7323/coi-disclosure-doc-lpa.pdf>
- 12.3 Consultants, sub-consultants, agents, or representatives providing services for City's, or submitting proposals for services, shall submit to City and State's Highway Planning Manager a Conflict of Interest Disclosure Form for Consultants. Consultants, sub-consultants, agents, or representative shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with such entity or individual(s) having a real or potential conflict of interest on City federal-aid transportation planning activities.

SECTION 14. RECORDS RESPONSIBILITY

- 14.1 City shall maintain all correspondence, files, books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office. These records shall be available at all reasonable times during the contract period and for at least three years from the date of final cost settlement by FHWA and project closeout by State. Such records must be available for inspection by State and the FHWA, Federal Transit Administration, or any authorized representatives of the Federal government, and City shall furnish copies to those mentioned in this section when requested to do so within a reasonable period of time.
- 14.2 Papers, interim reports, forms or other materials which are a part of the work under contract will not be copyrighted without written approval of State and Federal Highway Administration.
- 14.3 Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- 14.4 Publication by either party shall give credit to the other party and to the Federal Highway Administration. However, if State or Federal Highway Administration does not wish to subscribe to the findings or conclusions of the Study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this

publication are those of the authors and not necessarily those of State or Federal Highway Administration."

- 14.5 In the event of failure of agreement between State and City relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- 14.6 Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- 14.7 Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- 14.8 When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, a statement must be included in the paper and in the presentation of the effect that the paper had not been reviewed by the appropriate party.

SECTION 15. FAIR EMPLOYMENT PRACTICES

If City performs any Eligible Planning Activities itself, City shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. § 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "City".

SECTION 16. DISABILITIES ACT

City agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

SECTION 17. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS

PROVISIONS

City agrees to comply with the requirements of Neb. Rev. Stat. § 4-108 to 4-114 with the Eligible Planning Activities, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a

federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

SECTION 18. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

18.1 Policy

City shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

18.2 Disadvantaged Business Enterprises (DBEs) Obligation

City and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and sub-contracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, City shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, City, for itself, its assignees and successors in interest agrees as follows:

19.1 Compliance with Regulations:

City shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

19.2 Nondiscrimination:

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

19.3 Solicitations for Sub-contracts, Including Procurements of Materials and

Equipment:

In all solicitations either by competitive bidding or negotiation made by City for work to be performed under a sub-contract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by City of City's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

19.4 Information and Reports:

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

19.5 Sanctions for Noncompliance:

In the event of City's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or FHWA may determine to be appropriate, including but not limited to,

- (a) Withholding of payments to City under this Agreement until City complies, and/or
- (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

19.6 Incorporation of Provisions:

City shall include the provisions of sections 19.1 through 19.6 in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. City shall take such action with respect to any sub-contract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, City may request State to enter into such litigation to protect the interests of State, and in addition, City may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 20. ENTIRE AGREEMENT

This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

SECTION 21. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

21.1 The undersigned certifies, to the best of his or her knowledge and belief, that:

21.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

21.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

21.1.3 The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

21.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 22. PAPERWORK REDUCTION ACT PUBLIC BURDEN STATEMENT

A Federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a current valid OMB control number. The OMB Control No. for this information collection is 2105-0555. The information requested on this form is being collected and disseminated by the U.S. Department of Transportation, Office of the Secretary as a courtesy to the public. Public burden reporting for this collection of information is estimated to be 15 minutes per response, including time for reviewing instructions, and completing and reviewing the collection of information. All responses to this collection are mandatory. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to: Information Collection Clearance Office, US Department of Transportation, Office so Small and Disadvantaged Business Utilization, Financial Assistance Division, 1200 New Jersey Ave., S.E., 5th Floor, W56-448, Washington, DC 20590.

SECTION 23. PRIVACY ACT STATEMENT

The Privacy Act requires that we provide you with the following information regarding our use of your Personally Identifiable Information. The information on this form is solicited under the authority of Title 49 U.S.C. 332(b)(3)(4)(5) which authorizes DOT OSDBU to assist Disadvantage Business Enterprises and Small and Disadvantaged Businesses in acquiring access to working capital and to debt financing, in order to obtain transportation related contracts funded by DOT. STLP loans are provided through lenders that serve as STLP Participating Lenders (PL). The PLs enter into a Cooperative Agreement with DOT's OSDBU. The STLP is subject to budgeting and accounting requirements of the Federal Credit Reform Act of 1990 (FCRA). The PL must carry out processes to activate, monitor, service and close out STLP loans. To fulfill the requirements of FCRA, the PL submits reports and the forms to OSDBU. Provisions of the requested information are voluntary; however it is a requirement of the Cooperative Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the City this _____ day of _____, 2020.

WITNESS:

City Clerk

City Mayor

EXECUTED by State this _____ day of _____, 2020.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Ryan Huff, P.E.

Strategic Planning Division
Chief Strategy Officer

**PROGRAM AGREEMENT
FEDERAL PLANNING FUNDS
TRANSPORTATION PLANNING ASSISTANCE PROGRAM**

THE CITY OF FREMONT
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
PROJECT NO. SPR-1(58), STATE CONTROL NO. 01020
TRANSPORTATION PLANNING ASSISTANCE PROGRAM

THIS AGREEMENT is between the City of Fremont ("City"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as "Parties".

WITNESSETH:

WHEREAS, the purpose of this Agreement is for providing partial funding of the City Area Comprehensive Plan update, that will include a Long-Range Transportation Plan (LRTP) element, and

WHEREAS, City and State agree that the work contained in this Agreement does not cover Project Level Engineering Services, and

WHEREAS, City intends to contract with a Consultant or Consultants under a separate agreement(s), to accomplish the work to be carried out under this Agreement, and

WHEREAS, the work items for which the funding will be provided will be identified in the Consultant's Scope of Service of a future City/Consultant agreement ("Eligible Planning Activities"), and

WHEREAS, the funding for the project under this Agreement includes pass through monies from the Federal Highway Administration (FHWA) and is therefore subject to all applicable federal-aid transportation project related program requirements, so that all costs under this Agreement will be eligible for federal reimbursement, and

WHEREAS, City has agreed to establish and maintain a continuing, comprehensive and cooperative transportation planning process in the Fremont Area, and

WHEREAS, there are Federal-aid Planning Funds (SPR Funds or SPR Funding) available to provide pro-rata reimbursement to City for its Eligible Planning Activities, and

WHEREAS, the City Clerk/Treasurer's Office has been designated as the recipient of SPR funds on behalf of City, pursuant to the State's Transportation Planning Assistance Program (TPAP), and

WHEREAS, City desires to incur costs for Eligible Planning Activities that will be reimbursed with SPR Funds under the designation of Project No.SPR-1(58), and

WHEREAS, State, as part of the its planning function, intends to contribute support to the continuing transportation planning process in the City Area.

WHEREAS, City understands that federal funds are involved in the project or activities contemplated under this Agreement and understands that in order to qualify for federal-aid funds, City must appoint the person to be in Responsible Charge of the project or activities as required by the terms of this Agreement.

WHEREAS, for this Agreement, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year, must be addressed as explained further in this Agreement, and

WHEREAS, the total cost reimbursable under this Agreement will not exceed \$125,000 of which \$100,000 is the federal share, and \$25,000 is the City's share, and

WHEREAS, City has authorized the City's Mayor to sign this Agreement, as evidenced by the Resolution of City dated the _____ day of _____, 20____, attached as **Exhibit "A"**.

NOW THEREFORE, in consideration of these facts, City and State agree as follows:

SECTION 1. DEFINITIONS

WHEREVER in this Agreement the following terms are used, they mean the following:

"AERONAUTICS" means the Aeronautics division of the Nebraska Department of Transportation.

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"CONSULTANT" means the firm, who will be selected by City according to Chapter 4 of the LPA Guidelines Manual for Federal Aid Projects ("LPA Guidelines Manual").

“ELIGIBLE PLANNING ACTIVITIES” means tasks or activities performed by City’s consultants and sub-consultants, agents, or representatives which are eligible for reimbursement with SPR Funds as determined by State. The eligible tasks or activities will be provided in the Consultant’s Scope of Service of the future agreement City will have with its Consultant. State must approve the Consultant’s Scope of Services and fee estimate and prepare the agreement on behalf of City.

“FHWA” means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

“NEB. REV. STAT” means the Nebraska Revised Statutes as set forth in Nebraska law.

“OMB” means the Federal Office of Management and Budget.

“RESPONSIBLE CHARGE” or “RC” means the employee of City who has been empowered by City of City to represent City on planning issues and has actual day-to-day working knowledge and responsibility for significant aspects of the planning program and process. The RC works regularly with planning issues and is City’s point-of-contact for planning activities. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring the planning activities. It is understood that RC may delegate, or contract certain technical tasks associated with the planning activities so long as RC actively manages and represents City’s interests in the delegated technical tasks.

“STATE” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between City and the United States Department of Transportation.

SECTION 2. NOTICE TO PROCEED AND DURATION OF THIS AGREEMENT

- 2.1 *Effective Date*** --This Agreement is binding on the date it is fully executed by the Parties.
- 2.2 *Renewal, Extension or Amendment*** --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 2.3 *Identifying Date*** – For convenience, this Agreement’s identifying date will be the date State signed the agreement.
- 2.4 *Duration***– This Agreement will expire upon completion of City’s Federal-aid project and final financial settlement.

2.5 Termination -- Further, State reserves the right to terminate this Agreement as provided herein. If LPA determines that for any reason it will not continue with the development of this project as a Federal-aid project, LPA shall notify State and negotiate any necessary project termination conditions consistent with this Agreement.

SECTION 3. GENERAL DESCRIPTION IF SCOPE OF WORK AND RESPONSIBILITIES OF THE PARTIES

- 3.1 The work to be performed under the terms of this Agreement must be conducted in accordance with the Consultant's Scope of Services, which will be part of the City/Consultant agreement. City shall provide State with a copy of the Consultant Scope of Services prior to the start of the Consultant's work activities so State can review, approve, prepare agreement package, and provide a Notice of Proceed to City and City's Consultant.
- 3.2 City has authorized the City's Mayor to sign this Agreement, as evidenced by the Resolution of City Council, attached as Exhibit "A" and incorporated herein by this reference.
- 3.3 City shall:
1. Appoint and fully authorize a person to be in responsible charge of this project or activities. The appointed person must be a Fully Qualified, Full Time Public Employee who is in responsible charge of all aspects of the project or activities of City and City's Consultant(s) contemplated by this Agreement. City's "Responsible Charge" (RC) person needs to review all work products and all billing invoices.
 2. Develop local current and future land use information in a Geographic Information System (GIS) compatible format. This dataset should graphically show locations of major traffic generators and environmentally sensitive areas.
 3. In cooperation with the Nebraska Department of Aeronautics ("Aeronautics"), determine if a valid airport plan exists or an update should be undertaken. Include the airport plan in the LRTP update.
 4. Coordinate with Aeronautics, local public transportation providers, and rail and truck freight carriers and others as necessary to obtain the information and date to complete the LRTP update.

5. Select a Consultant following all guidelines and requirements outlined in the Chapter 4 of the LPA Guidelines Manual in regard to the method of procurement, evaluation, selection, and contract types. The selected Consultants must be certified to provide Transportation Planning Services by State. City shall be responsible for determining that the Consultant is qualified to provide experienced personnel with expertise to accomplish the required work. Price cannot be a selection factor.
6. Provide input to the Consultant to develop an electronic traffic assignment network and traffic model that includes the urbanized area of the City of Fremont as defined by the U.S. Census Bureau. State shall be provided with the traffic model assignment networks files created by the Consultant under contract to review before the final model product is accepted. The Consultant will agree to work with State as the model is being developed to correct any issues that are noted in State's review prior to this approval. All assignment networks will be provided to State in a TransCad or CUBE software.
7. Maintain all correspondence files, invoices, draft and final documents, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during this contract period and for three years from the date of the final payment under this Agreement; such records must be available for inspection by State and the FHWA or any authorized representative of the Federal Government, and City shall furnish copies to those mentioned in this section when requested to do so.

3.4 State shall:

1. Assign qualified personnel as needed to accomplish tasks assigned to or agreed to by State.
2. State shall review the City's Consultant's Scope of Services and provide comments to City. Upon approval of the Scope of Service, prepare agreement package, and provide a Notice of Proceed to City and City's Consultant.
3. State shall review the Consultant's traffic modeling networks and officer comments to City and City's Consultant.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

- 4.1 City hereby designates Jennifer Shewchuk as the RC for the Eligible Planning Activities.
- 4.2 Duties and Assurances of City concerning its designated RC for the Eligible Planning Activities.
 - 4.2.1 City has authorized and fully empowered the RC to be responsible for day-to-day Eligible Planning Activities; this requirement does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the Eligible Planning Activities including identifying issues, investigating options, working directly with stakeholders, and decision making.
 - 4.2.2 The RC is a full-time public employee or elected official of City.
 - 4.2.3 City agrees to take all necessary actions and make its best good faith efforts to ensure the RC's work meets the same standards that State must meet under federal law.
 - 4.2.4 If, for whatever reason, the designated RC is no longer assigned to the Eligible Planning Activities, City shall, within one day or sooner if possible, notify verbally and in writing State's Highway Planning Manager; after such notification City shall replace the RC no later than thirty (30) calendar days or sooner if possible. With advance written approval by State, City may use a Provisional RC in accordance with State's Provisional RC Policy.

SECTION 5. FEDERAL AID PROJECT REQUIREMENTS

- 5.1 City agrees to comply with all Federal-aid procedures and requirements applicable to this Agreement, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual.
- 5.2 **The Applicable Legal and Contract Requirements.**
 - 5.2.1 Title 23 U.S.C., and 23 CFR,** – The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.
 - 5.2.2 LPA Guidelines Manual** - City also agrees to comply with applicable provisions of the LPA Guidelines Manual for Federal Aid Projects, which is incorporated herein by this reference. The LPA Guidelines Manual is a document drafted in part, and formally approved, by FHWA as a document setting out requirements for LPA's or MPO's eligible activities funded with federal funds. A current version of the LPA Guidelines Manual can be found in its entirety at the following internet address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>. In the event City

believes that the LPA Guidelines Manual doesn't clearly address a particular aspect of the planning activities work, City shall seek guidance or clarification from State's Local Project Section Engineer or State's Highway Planning Manage, and shall make its best effort to comply with such guidelines or clarification.

- 5.3 **Loss of Funding.** In order for City to receive federal funds for any part of the Eligible Planning Activities under this Agreement, City shall perform the services for all aspects of the Eligible Planning Activities, according to federal procedures and requirements. Although federal funds may be allocated to the Eligible Planning Activities, all or certain such activities may become ineligible for federal funds, if federal procedures and requirements are not met.

SECTION 6. SUSPENSION OR TERMINATION

State may suspend or terminate this Agreement in the event federal funds are not available, for any reason, to make reimbursements under this Agreement.

SECTION 7. FEDERAL AUDIT REQUIREMENT

- 7.1 The funding for the Eligible Planning Activities under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 7.2 City shall comply with the Single Audit mandate as described in Section 7.1. Any federal funds for City Eligible Planning Activities paid directly to contractors or consultants by State, on behalf of City, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by City (as per FHWA's February 16, 2012, letter and State's February 24, 2012, letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended for the Eligible Planning Activities should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 7.3 If necessary, the Federal award information needed for the SEFA includes:
- Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration
 - Pass-Through Grantor:** Nebraska Department of Transportation

Program Title: Highway Planning and Construction (Federal-Aid Highway Program)

CFDA Number: 20.205

Project Number: SPR-1(58)

- 7.4 If a Part 200 Audit is submitted by City, City shall notify the Nebraska Department of Transportation, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

SECTION 8. FINANCIAL RESPONSIBILITIES

TOTAL COSTS AND FUNDING COMMITMENTS

- 8.1 State agrees to pay for the services rendered by City under the terms of this Agreement, compensated on a cost reimbursement basis, for cost incurred and to include only costs in accordance with the applicable provisions of 49 CFR 18 and the contract cost principles and procedures set forth in Part 31 of the Federal Acquisition Regulation System (48 CFR 31). When specific FHWA reimbursement policy differs from the Federal Acquisition Regulation System, the FHWA policy will apply.
- 8.2 Payment of invoices will be determined by multiplying the total amount of the billing by eighty percent. In no event may the total interim payments exceed eighty percent of the value of the total work completed and may not exceed a maximum of \$125,000 for the entire project. the federal share is estimated to be \$100,000, and City's share is estimated to be \$25,000.
- 8.3 City shall submit invoices no more frequently than monthly and no less often than quarterly and in accordance with this Agreement. For reimbursement, City is responsible for submitting the total actual costs expended that are eligible for federal aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse City for the Federal share of the eligible actual costs. City shall retain detailed cost records supporting all invoices for three (3) years after final cost settlement by FHWA and project closeout by State. City shall submit those records to State upon request.
- 8.4 City is required to submit their reimbursement requests to the State's Highway Planning Manager. All reimbursement requests (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase

system along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

8.4.1 The reimbursement request package must include the following:

1. Invoice: The invoice must include the following:
 - a. City name and address
 - b. Invoice number
 - c. Invoice date
 - d. Invoicing period (beginning date and ending dates of services)
 - e. Agreement Number
 - f. Project identification (Project Number, Control Number, and Project Location/Description)
 - e. Contact person for questions about the invoice
2. Breakdown of Consultant and sub-contractors/sub-consultant expenses
 - a. Include Consultant's complete invoice package as outline in the City/Consultant agreement. The complete invoice package consists of Consultant's invoice, progress report, Cost Breakdown Form, Travel Log, receipts, and subconsultants complete invoice packages
 - b. Consultant's invoice package must be noted as paid and signed by appropriate representative

8.4.2 State will perform an initial check to verify that all necessary documentation is accurate and complete. State will reimburse City for the federal share of the actual costs of Eligible Planning Activities and will make a reasonable effort to pay City within thirty (30) days of State's receipt of City's reimbursement request.

8.4.3 The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by Consultant are allowable under this Agreement.

8.5 AUDIT AND FINAL COST SETTLEMENT

8.5.1 The final settlement between State and City will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.

8.5.2 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred for Eligible Planning Activities are eligible for reimbursement with federal funds. The Parties understand that the audit may require an adjustment of the reimbursement made under this Agreement. City

agrees to reimburse State for any overpayments identified in the audit review, and State agrees to reimburse City for underpayments when appropriate.

8.5.3 If City calculated share is more than the amount of local funds previously paid to State, State will bill City for the difference. City agrees to pay the amount due State within thirty (30) days of receipt of invoice.

8.5.4 If City's calculated share is less than the amount of local funds previously paid to State, State will reimburse City for the difference. State agrees to pay City within thirty (30) days of the completion of the audit.

SECTION 9. PROCUREMENT OF ENGINEERING AND DESIGN RELATED SERVICES

City shall procure engineering design related services (as defined in 23 CFR 172.3) using the Qualifications Based Selection process set out in Chapter 4 of the LPA Guidelines Manual.

SECTION 10. PROFESSIONAL PERFORMANCE

It is understood by the Parties that City is solely responsible for all work product generated as part of the Eligible Planning Activities completed under this Agreement. Any review or examination by State, or acceptance or use of the work product of City or its consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of City and its consultant which would relieve City from any expense or liability that would be connected with City's sole responsibility for the propriety and integrity of the work product to be accomplished by City or its consultant.

SECTION 11. INDEMNITY

City agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of City's work and the terms of this Agreement.

SECTION 12. CONFLICT OF INTEREST LAWS

12.1 City shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the Conflict of Interest provisions (including applicable State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State or Federal funding. City should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL**

FEDERAL-AID TRANSPORTATION PROJECTS located on State's website at the following location: <http://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

- 12.2 City must also complete, sign and submit to State's Highway Planning Manager, the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**. This form is located on State's website at: <http://dot.nebraska.gov/media/7323/coi-disclosure-doc-lpa.pdf>
- 12.3 Consultants, sub-consultants, agents, or representatives providing services for City's, or submitting proposals for services, shall submit to City and State's Highway Planning Manager a Conflict of Interest Disclosure Form for Consultants. Consultants, sub-consultants, agents, or representative shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with such entity or individual(s) having a real or potential conflict of interest on City federal-aid transportation planning activities.

SECTION 13. DRUG FREE WORKPLACE

City shall have an acceptable and current drug-free workplace policy on file with State.

SECTION 14. RECORDS RESPONSIBILITY

- 14.1 City shall maintain all correspondence, files, books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office. These records shall be available at all reasonable times during the contract period and for at least three years from the date of final cost settlement by FHWA and project closeout by State. Such records must be available for inspection by State and the FHWA, Federal Transit Administration, or any authorized representatives of the Federal government, and City shall furnish copies to those mentioned in this section when requested to do so within a reasonable period of time.
- 14.2 Papers, interim reports, forms or other materials which are a part of the work under contract will not be copyrighted without written approval of State and Federal Highway Administration.
- 14.3 Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- 14.4 Publication by either party shall give credit to the other party and to the Federal Highway Administration. However, if State or Federal Highway Administration does not wish to subscribe to the findings or conclusions of the Study the following statement shall be

included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of State or Federal Highway Administration."

- 14.5 In the event of failure of agreement between State and City relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- 14.6 Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- 14.7 Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- 14.8 When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, a statement must be included in the paper and in the presentation of the effect that the paper had not been reviewed by the appropriate party.

SECTION 15. FAIR EMPLOYMENT PRACTICES

If City performs any Eligible Planning Activities itself, City shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. § 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "City".

SECTION 16. DISABILITIES ACT

City agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

SECTION 17. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS

PROVISIONS

City agrees to comply with the requirements of Neb. Rev. Stat. § 4-108 to 4-114 with the Eligible Planning Activities, including, but not limited to, the requirements of § 4-114(2) to place in any

contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

SECTION 18. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

18.1 Policy

City shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

18.2 Disadvantaged Business Enterprises (DBEs) Obligation

City and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and sub-contracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, City shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, City, for itself, its assignees and successors in interest agrees as follows:

19.1 Compliance with Regulations:

City shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

19.2 Nondiscrimination:

City, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. City shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set

forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

19.3 Solicitations for Sub-contracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by City for work to be performed under a sub-contract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by City of City's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

19.4 Information and Reports:

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

19.5 Sanctions for Noncompliance:

In the event of City's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or FHWA may determine to be appropriate, including but not limited to,

- (a) Withholding of payments to City under this Agreement until City complies, and/or
- (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

19.6 Incorporation of Provisions:

City shall include the provisions of sections 19.1 through 19.6 in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. City shall take such action with respect to any sub-contract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, City may request State to enter into such litigation to protect the interests of State, and in addition, City may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 20. ENTIRE AGREEMENT

This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

SECTION 21. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

21.1 The undersigned certifies, to the best of his or her knowledge and belief, that:

21.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

21.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

21.1.3 The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

21.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 22. PAPERWORK REDUCTION ACT PUBLIC BURDEN STATEMENT

A Federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a current valid OMB control number. The OMB Control No. for this information collection is 2105-0555. The information requested on this form is being collected and disseminated by the U.S. Department of Transportation, Office of the Secretary as a courtesy to the public. Public burden reporting for this collection of information is estimated to be 15 minutes per response, including time for reviewing instructions, and completing and reviewing the collection of information. All responses to this collection are mandatory. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to: Information Collection Clearance Office, US Department of Transportation, Office so Small and Disadvantaged Business Utilization, Financial Assistance Division, 1200 New Jersey Ave., S.E., 5th Floor, W56-448, Washington, DC 20590.

SECTION 23. PRIVACY ACT STATEMENT

The Privacy Act requires that we provide you with the following information regarding our use of your Personally Identifiable Information. The information on this form is solicited under the authority of Title 49 U.S.C. 332(b)(3)(4)(5) which authorizes DOT OSDBU to assist Disadvantage Business Enterprises and Small and Disadvantaged Businesses in acquiring access to working capital and to debt financing, in order to obtain transportation related contracts funded by DOT. STLP loans are provided through lenders that serve as STLP Participating Lenders (PL). The PLs enter into a Cooperative Agreement with DOT's OSDBU. The STLP is subject to budgeting and accounting requirements of the Federal Credit Reform Act of 1990 (FCRA). The PL must carry out processes to activate, monitor, service and close out STLP loans. To fulfill the requirements of FCRA, the PL submits reports and the forms to OSDBU. Provisions of the requested information are voluntary; however it is a requirement of the Cooperative Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the City this _____ day of _____, 2020.

WITNESS:

City Clerk

City Mayor

EXECUTED by State this _____ day of _____, 2020.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Ryan Huff, P.E.

Strategic Planning Division
Chief Strategy Officer

RESOLUTION NO. 2020-193

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign a Program Agreement for Federal Planning Funds Transportation Planning Assistance Program with the State of Nebraska, Department of Transportation.

WHEREAS, Nebraska Department of Transportation (NDOT) has agreed to provide partial funding for the Long-Range Transportation component of the Comprehensive Plan update; and,

WHEREAS, The NDOT will provide up to \$100,000 of Federal Planning Funds and the City will match 25% of the funding for the LRTP; and,

WHEREAS, City understands that federal funds are involved in the project or activities contemplated under this Agreement and understands that in order to qualify for federal-aid funds, City appoints Jennifer Dam Shewchuk to be the Responsible Charge of the project or activities as required by the terms of this Agreement.

WHEREAS, The total cost reimbursable under this Agreement will not exceed \$125,000 of which \$100,000 is the federal share, and \$25,000 is the City's share, and

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont list authorizes the Mayor to sign the agreement with the NDOT.

PASSED AND APPROVED THIS 29 DAY OF SEPTEMBER, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

September 11, 2020

Mayor Getzschman and City Council Members
City of Fremont
400 East Military Avenue
Fremont, Nebraska 68025

Dear Honorable Mayor and City Council Members,

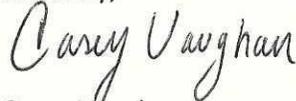
Keep Fremont Beautiful (KFB) is in contract with the City of Fremont to provide education services to the community regarding litter reduction, proper waste disposal and beautification. In compliance with the Service Agreement, the accounting firm Shaw, Hull & Navarrette sent a yearly financial report (July 2019 to July 2020) of KFB operation your review.

Also per the Service Agreement, KFB has continued to plan and implement the following activities. Please see the attached documents for further information.

Elementary School Education Programs
Education columns in the Fremont Tribune
Up to date Recycling Opportunities List
Positive Reinforcement Recognition Program
Promotion of City Nuisance Ordinances
Promotion of the Library Book Sale
Promotion of Utility News and Conservation Programs
Grant application and management for Household Hazardous Waste and Scrap Tire Amnesty Events

On behalf of the KFB Board of Directors, I would like to thank you for your continued support of our education programs.

Sincerely,



Casey Vaughan
Executive Director
Keep Fremont Beautiful



Elementary School Education Programs

Kindergarten Presentations	Spring 2020	<i>*Canceled due to COVID</i>
Second Grade Presentations	Fall 2019	356 Youth Participants
4 th Grade Eco Fair	Spring 2020	<i>*Canceled due to COVID</i>
Tree and Shrubbery Plantings	Spring 2020	<i>*Canceled due to COVID</i>

*KFB will be contacting area schools this month in hope of setting up the Kindergarten Presentations that were canceled in the spring. This may be an issue as these students are now 1st graders and the information may not go with current curriculum. We are also unsure of how classes will be operating with the COVID pandemic.

*Although the Eco Fair Event was canceled due to schools moving to remote learning and group size limitations, KFB worked to put together an online Eco Fair experience that has remained on our website, www.keepfremontbeautiful.com, as a learning tool for all ages.

*Since the Eco Fair was canceled, Tree and Shrubbery Plantings also did not take place as the schools were closed in the spring.

Educational Columns in the Fremont Tribune

<i>Submitted Late – Not Published</i>	<i>September 2019</i>
Scrap Tire Amnesty Event	October 2019
Clean Sweep Awards/Shop Local/Waste Reduction	November 2019
New Director Introduction/Holiday Waste Reduction	December 2019
Thank You to KFB Partners/Grant Award/Waste Reduction through Reuse	January 2020
Great American Cleanup – Litter Reduction/Small Electronic Recycling	February 2020
Litter Reduction/Waste Reduction/Recognition Awards	March 2020
City Ordinance/Waste Reduction/Glass Recycling/Big Give	April 2020
Cigarette Litter Prevention/Downtown Cleanup	May 2020
Proper Disposal – Firework Debris/Upcoming Recycling and Disposal Events	June 2020
Community Paper Shred /Metal and Electronic Recycling/KFB Partners Association	July 2020
Personal Protective Equipment (PPE) Litter	August 2020

Current Recycling Opportunities List

CURRENT RECYCLING OPPORTUNITIES

ALUMINUM:

All Metals Market
1225 Co Rd Y, 402-721-2985
Dodge County Humane Society Collection Bin
787 S Luther Rd, Fremont NE
Scrap It
1510 S Main, 402-727-1860
Quik Pik Collection Bin
740 Davenport Avenue, 402-721-2437

APPLIANCES:

All Metals Market
1225 Co Rd Y, 402-721-2985
GC Distributing
825 W 4th 402-727-8650
Habitat for Humanity HomeStore
701 E. Dodge St., 402-721-8771

CAR BATTERIES:

All Metals Market
1225 Co Rd Y, 402-721-2985

**BOOKS, MAGAZINES, CDS,
DVDS, & VIDEO GAMES:**
Keene Memorial Library
1030 N Broad, 402-727-2694

**COMPACT FLORESCENT LIGHT BULBS (CFLS)
& FLORESCENT TUBES:**

Household Hazardous Waste Event, Date TBA

CHILDREN'S CARSEATS:

3 Rivers District Health Dept
2400 N Lincoln Ave, 402-727-5396

COMPUTERS AND ELECTRONICS:

Goodwill
3175 Elk Ln, 402-727-5007
Staples
1039 E 23rd St 402-727-9556

CURBSIDE RECYCLING:

Curbside Rewards, 402-763-CART
S2 Refuse, 402-727-6806
Waste Connections, 402-721-7511

EYE GLASSES:

Bloom Optical
2921 N Clarkson, 402-721-8823

FREE GLASS RECYCLING & TREE DISPOSAL:

City of Fremont
Saturdays // 8:00am-12:00pm, 402-727-2630
<http://fremontne.gov/820/Glass-Recycling>
Weather Permitting

OIL (small amounts):

Central States Trucking
1745 Airport Rd, 402-721-2898
Larsen International
2050 E 23rd Street, 402-721-5782
Waste Transfer Station
1200 Hamilton, 402-721-2346

PLASTIC BAGS & FILMS:

Baker's
1531 N. Bell Street, 402-727-8622
Hy-Vee
840 E. 23rd Street, 402-727-6717
Walmart
3010 E 23rd Street, 402-727-0414

USED CLOTHING/HOUSEHOLD GOODS:

(in good condition)
Goodwill
3175 Elk Lane, 402-727-5007
Thriftology
549 North H Street, 402-721-3125
Lutheran Family Services
1420 E. Military Avenue, 402-721-1774
*Habitat for Humanity Homestore
701 E. Dodge St, 402-721-8771
*(*Clothing Not Accepted)*

Positive Reinforcement Recognition Programs

Annual Chamber/Recognition Coffee November 2019

Clean Sweep Awards 2 Awarded in 2019

Certificates of Appreciation 12 Awarded in 2020

Recognition of volunteers and award recipients shared on KFB social media platforms and in the Fremont Tribune.

Promotion of City Nuisance Ordinances

Distributed to elementary school students during KFB presentations (fall 2020)

Dispersed to adult attendees during requested group presentations

Mailed to individuals upon request

Available in English and Spanish

Listed on the KFB website

Digital versions utilized on KFB social media platforms



Promotion of the Library Book Sale

January/February 2020 Newsletter

TAKE ACTION WITH KFB!

Join us in encouraging your fellow Fremont citizens to take greater responsibility for the protection, maintenance and preservation of our environment! Keep Fremont Beautiful Partners Association members support environmental education opportunities for youth, teens and adults. Your membership will provide KFB with funding for print materials, advertising and the required cash match needed to secure grant funding.

KFB Membership Form:

Name _____

Business _____

Address _____

City/State/Zip _____

Email _____

Membership Levels:

- Sustaining (\$500)
- Green (\$200)
- Community Improvement (\$150)
- Education (\$125)
- Environmental (\$100)
- Recycling (\$75)
- Litter-Free (\$50)
- Individual (\$25)

Make Checks Payable To:

Keep Fremont Beautiful, Inc.

Your financial support is greatly appreciated. Keep Fremont Beautiful is a 501c3 non-profit organization and your membership contribution is tax deductible.



DO Beautiful THINGS.

Check out our new billboard located at 14th and Bell Street. The message of *Do Beautiful Things* was created by Keep America Beautiful in effort to promote the concept that

"We keep America beautiful so that Americans can do beautiful things."

If you utilize social media platforms, #DoBeautifulThings can be added to any picture or post you create to share the steps you are taking to improve our environment. Please spread the word and help encourage others to #DoBeautifulThings through proper waste disposal, litter reduction and beautification.



Annual Friends of the Library BOOKSALE

The "Friends of the Library" will hold their annual book sale March 19th – March 22nd at Christensen Field. This sale helps raise funds to support the Keene Memorial Library's programs, collections and mission. Keep Fremont Beautiful proudly supports the Friends of the Library and their Book Sale as the event helps to keep important educational materials out of our landfills and promotes the importance of reuse and re-purposing. We encourage you to donate your books, magazines, CD's, DVD's, and video games that are in good condition. Old textbooks, cassettes or VHS tapes, games and art work cannot be accepted. Donations can be made during library hours. Book Sale Location: Christensen Field Main Arena, 1730 W. 16th Street, Fremont, NE.

For additional information and questions regarding the book sale please visit www.fokm.org or contact the Keene Memorial Library at (402) 727-2694

**HYVEE REUSABLE BAG PROGRAM:
CHOOSE TO REUSE**

Thank you to our local HyVee for choosing KFB as the recipient of the Reusable Bag and Giving Tag Program during the month of January. This program promotes reducing waste and reusing by encouraging customers to purchase reusable grocery bags, with a portion of the purchase price going to a different local non-profit each month. We at KFB encourage you to Choose To Reuse, every time you visit the store.




350 trees were collected at the Christmas Tree Recycling Drop this year. These trees will be run through the wood chipper and turned into mulch to disperse throughout our city parks systems. Thank you to everyone that participated!



Second Grade Presentations

In November and December, Educational Specialist Deb McCord gave 2nd grade presentations to 356 students at 9 local elementary schools. Students show great enthusiasm and excitement to participate in learning about community betterment through litter prevention, waste reduction and proper recycling. They also receive information packets to take home and share with family and friends.

Thank you Deb, Fremont area elementary schools and educators, the Nebraska Department of Environment and Energy, our dedicated partners and community for supporting these ongoing educational presentations. Education increases the awareness and concern for the environment, which in turn motivates students to respond and react. Education is the key!

We would also like to thank Max D Designs for creating a new sticker design for our educational packets this year. These stickers were printed on 70% recycled material!



KEEP AMERICA BEAUTIFUL AFFILIATE Close the Loop... Buy Recycled!

KEEP FREMONT BEAUTIFUL LITTER-ature

NEBRASKA DEPARTMENT OF ENVIRONMENT & ENERGY July/August 2020
Bi-Monthly Newsletter

KFB Board of Directors
 Al Sawtelle, Chairman
 Megan Hanzel, Vice-Chairman
 Stacy Gibney, Treasurer
 Nan Pollack, Secretary
 Libby Vance Leland Foreman
 Marilyn Gordon Jim Manhart
 Jim Siffing Linda Martinez
 Lori Yount Karol Theophilus
 Sheri Wilberding Therese Hoyle

Advisory Board of Directors
 Kevin Earleywine
 Kim Koski
 Mark Vyhidal
 Steve Hespen
 Linda McClain
 Kathleen Cue

Staff
 Casey Vaughan, Executive Director
 Deb McCord, Education Specialist

Contact Info:
 529 N Main, Ste 4 // Fremont, NE
 402-941-6122
keepfremontbeautiful@gmail.com
www.keepfremontbeautiful.org

 @keepfremontbeautiful
 @keepfremontbeautiful
 @kfb_fremont

ELECTRONIC NEWSLETTER
REDUCE WASTE & SAVE RESOURCES BY GOING PAPERLESS!

Contact the Keep Fremont Beautiful office to go paperless and receive your newsletter electronically!



FRIENDS OF THE KEENE MEMORIAL LIBRARY

DAVE'S DRIVE-IN LIQUOR The Friends of the Keene Memorial Library are accepting used books, CDs, DVDs and puzzles at Dave's Drive-In Liquor, located at 1900 E. Military Avenue. You may drop off donations in the southwest corner of the building during regular business hours, Monday - Thursday (9am - 9pm) and Friday - Saturday (9am - 10pm). All proceeds go to the Friends of the Keene Memorial Library, helping to support their mission of inspiring the community to fully utilize the Keene Memorial Library facilities and resources, provide supplemental support and encourage life-long learning. For more information about the Friends of the Keene Memorial Library, visit their website at www.fokml.org.

- JUNE/JULY CERTIFICATES OF APPRECIATION -

Congratulations to our June and July Certificate of Appreciation Award recipients! Certificates are awarded on a monthly basis, April through September, to residences that take special steps to reduce litter, improve recycling efforts or improve the appearance of their property. Recipients receive an official Certificate of Appreciation award and a special recognition yard sign for the month. If you have a friend, family member or neighbor that you would like to nominate, visit the KFB website and submit a form. You may also submit your nomination by email to keepfremontbeautiful@gmail.com. Be sure to include the nominee's first and last name, address and a brief description of why you feel they are deserving of this award.

June Certificate of Appreciation Award Recipients!



Wolfe Residence
1807 N. I Street



Steck Residence
1425 Utah Street



Hoffmen Residence
1920 E. 1st Street

July Certificate of Appreciation Award Recipients!



Claezens Residence
1210 N. K Street



Beltran Saloc & Magena Lihares Residence
2103 William Avenue



Franzen Residence
2770 Park Place Drive

UPCOMING EVENTS

METAL & ELECTRONICS RECYCLING

Wednesday, August 26th
5:30pm - 7:00pm
Illgenfritz Parking Lot

NYE HEALTH COMMUNITY SHRED EVENT

Saturday, September 26th
9:00am - 11:00am
Nye Pointe

HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT

Saturday, October 10th
8:30am - 12:30pm
Christensen Field

Our Mission: Keep Fremont Beautiful is a public education non-profit organization dedicated to improving everyone's waste handling practices and engaging our citizens to take greater responsibility for improving the community environment.



Promotion of Utility News and Conservation Programs

Shared on KFB Social Media Platforms periodically

Grant Application and Management for Household Hazardous Waste (HHW) and Scrap Tire Amnesty

HHW:

Waste Reduction and Recycling Grant – July 1, 2019 - December 31, 2019: Awarded and Complete

Waste Reduction and Recycling Grant – January 1, 2020 – December 31, 2020: Awarded and In-Process

Waste Reduction and Recycling Grant – January 2, 2021 – December 31, 2020: Application Submitted

Scrap Tire Amnesty:

Waste Reduction and Recycling, Scrap Tire Grant – 2020: Off Year

Waste Reduction and Recycling, Scrap Tire Grant – January 1, 2021 – December 31, 2021: Application Submitted

Public Education:

Litter Reduction and Recycling Grant – January 1, 2019 – December 31, 2019: Awarded and Complete

Litter Reduction and Recycling Grant – January 1, 2020 – December 31, 2020: Awarded and In-Process

Litter Reduction and Recycling Grant – January 1, 2021 – December 31, 2021: Application Submitted

KEEP FREMONT BEAUTIFUL TRANSACTIONS - CITY AND DU

September 2019 - September 2020

DATE	CHECK	VENDOR	ACCOUNT	QTR	GRANT CASH MATCH	DESCRIPTION	DEBIT
9/3/2019	3198	Max D	DU	3rd	WRR CM OPERATIONS	Recycling Promotion	\$23.54
9/4/2019	3200	Lincoln Journal Star	DU	3rd	WRR CM OPERATIONS	Recycling Ad	\$189.75
9/17/2019	3203	Walnut Radio	DU	3rd	WRR CM OPERATIONS	Metal and Electronic Recycling Ad	\$384.00
9/23/2019	3207	Max D	DU	3rd	WRR CM OPERATION	HHW Flyer	\$2,290.39
10/2/2019	3209	Leila Hybl	DU	3rd	PUB ED CM TRAVEL	Mileage Reim - Q3	\$191.34
10/2/2019	3212	Adriana Carden	DU	3rd	PUB ED CM PERSONNEL	Advertising - Translation	\$55.00
10/3/2019	3216	North Bend Eagle	DU	3rd	WRR CM OPERATIONS	Insert Fee - HHW Flyer	\$90.00
10/12/2019	3221	Jon Kuddes	City	4th	WRR CM PERSONNEL	Volunteer Wages	\$100.00
10/12/2019	3222	Adrian McClarty	City	4th	WRR CM PERSONNEL	Volunteer Wages	\$100.00
10/12/2019	3223	Jason Limbach	City	4th	WRR CM PERSONNEL	Volunteer Wages	\$100.00
10/12/2019	3224	Cooper Leriger	City	4th	WRR CM PERSONNEL	Volunteer Wages	\$100.00
10/12/2019	3225	Emanuel Lackey	City	4th	WRR CM PERSONNEL	Volunteer Wages	\$100.00
10/22/2019	3232	Dodge Criterion	City	4th	WRR CM OPERATIONS	Newspaper Inserts	\$39.00
11/21/2019	3239	Waste Connections	DU	4th	WRR CM OPERATIONS	Roll offs - Disposal	\$266.15
12/6/2019	3250	Lincoln Journal Star	DU	4th	WRR CM OPERATIONS	Advertisement	\$251.52
1/10/2020	3267	Leila Hybl	DU	1st	PUB ED CM PERSONNEL	Wages	\$878.53
1/24/2020	3274	Leila Hybl	DU	1st	PUB ED CM PERSONNEL	Wages	\$0.44
2/21/2020	3288	Leila Hybl	DU	1st	PUB ED CM PERSONNEL	Wages	\$460.96
2/24/2020	3292	Max D	City	1st	PUB ED CM OPERATIONS	Renewal - Partnership Letters	\$111.46
2/24/2020	3294	Max D	City	1st	PUB ED CM OPERATIONS	Potential - Partnership Letters	\$149.37
3/6/2020	Card	Fremont Post Office	DU	1st	PUB ED CM OPERATIONS	Postage	\$55.00
4/15/2020	3309	Shaw, Hull & Navarrette	DU	2nd	PUB ED CM OPERATIONS	Payroll Assistance	\$60.00
5/8/2020	3317	Shaw Hull & Nav	DU	2nd	PUB ED CM OPERATIONS	First Quarter Payroll Report	\$140.00
5/8/2020	3318	Midland University	DU	2nd	PUB ED CM OPERATIONS	Non-Profit Partner Annual Fee	\$50.00
6/1/2020	Card	Keep America Beautiful	DU	2nd	PUB ED CM OPERATIONS	KAB Affiliate Annual Fee	\$170.00
6/2/2020	3325	Max D	City	2nd	PUB ED CM OPERATIONS	Grow Big Red Campaign Info Sheets	\$64.20
6/8/2020	Card	Zoom	DU	2nd	PUB ED CM OPERATIONS	Zoom Video Conference Monthly Fee	\$16.03
7/8/2020	Card	Zoom	City	3rd	PUB ED CM OPERATIONS	Monthly Video Conferencing Fee	\$16.03

8/5/2020	3340	Walnut Radio	City	3rd	PUB ED CM OPERATIONS	Community Paper Shred Ads	\$300.00
8/5/2020	3341	Lee Enterprises	City	3rd	PUB ED CM OPERATIONS	Community Paper Shred Ads	\$263.27
8/6/2020	Card	Fremont Post Office	DU	3rd	PUB ED CM OPERATIONS	Postage	\$55.00
8/8/2020	Card	Zoom	City	3rd	PUB ED CM OPERATIONS	Zoom Video Conference Monthly Fee	\$16.03
9/4/2020	3349	Walnut Radio	City	3rd	PUB ED CM OPERATIONS	Metal & Electronics Recycling Ad	\$384.00
9/8/2020	Card	Zoom	City	3rd	PUB ED CM OPERATIONS	Zoom Video Conference Monthly Fee	\$16.03
9/8/2020	3350	Max D Designs	City	3rd	WRR CM OPERATIONS	Household Hazardous Waste Flyer	\$1,000.00
9/11/2020	3351	Shaw, Hull & Navarrette	City	3rd	PUB ED CM OPERATIONS	Bookkeeping/Payroll	\$310.00
						TOTAL	\$8,797.04

Expected Expenditures for the remainder of 2020 include:

Household Hazardous Waste Collection Event - WRR (Business Fee) Grant Management

School Presentations - Makeup Kindergarten (missed in spring due to COVID) and Second Grade (Staff Payroll & Printing)

STAFF REPORT

TO: Honorable Mayor and City Council

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

DATE: September 29, 2020

SUBJECT: Approve 90% Plans, and estimated Right of Way Cost.

Recommendation: Recommend approval of Resolution 2020-194 accepting the 90% plans and the estimated Right of Way costs.

Background:

This project is to build a hiking/bike trail in two segments in Fremont. Segment 1 is to connect to the Airport Road Trail at Airport Road and Linden Road. The trail goes from this connection point to Somers Avenue then North on Somers Avenue to 19th Street in Ronin Park. Segment 2 begins in Clemmons Park at 19th and Garden City Road and then East to Luther Road, then North on Luther to the North side of the Rawhide Creek then East along the North side of the Rawhide Creek to Johnson Road where the trail will connect with the Johnson Road Trail on Johnson Road and the Rawhide Creek.

The City of Fremont and NDOT have previously entered into a Program Agreement with the Nebraska Department of Transportation for the design and construction of the Fremont, Rawhide Trail Project. The cost share on this project is 80/20% with the City's share being 20%.

The NDOT has provided the City with 90% design plans, and estimated ROW costs for the project. City Staff has reviewed the plans and recommends the City Council approve the plans and ROW estimates as submitted.

Due to the large file size, the Plans Package is on file in the Public Works Offices.

The estimated Right of Way Acquisition cost for this project is \$557,000.00. The City's share of this estimated cost is 20% or \$111,400.00 +/-.

Estimated date of letting this project is late summer of 2021, but subject to change due to unforeseen scheduling changes.

This item was approved by the Utility and Infrastructure Board at their September 8, 2020 meeting by a 3:0 vote.

Fiscal Impact: The City's cost share of this project is 20% of the final cost of design and construction.

Total Project Cost Breakdown:

PE Cost	\$	366,991.24	
ROW Cost		557,000.00	
Const Cost		932,500.00	(See Attached Estimate)
Const Engineering		139,875.00	
Audit		<u>2,500.00</u>	
Total Estimate	\$	1,998,866.24	

SHEET NO.

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- C1 SUMMARY OF QUANTITIES
- E1 - E3 WETLANDS
- F1 - F2 HORIZONTAL ALIGNMENT AND CONTROL
- G1 GENERAL INFORMATION
- J1 - J4 LINDEN AVENUE TRAIL CONSTRUCTION & REMOVAL
- J5 - J6 RAWHIDE CREEK TRAIL CONSTRUCTION & REMOVAL
- J7 - J10 LINDEN AVENUE TRAIL GEOMETRICS & GRADES
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- M3 SIGNAGE
- R1 LINDEN AVENUE TRAIL DRAINAGE STRUCTURE CROSS SECTION
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- U1 SPECIAL PLAN 2C MISCELLANEOUS PAVEMENT DETAILS
- U2 SPECIAL PLAN 3C INLET DETAILS
- U3 SPECIAL PLAN 4C CONCRETE WASHOUT & CONSTRUCTION EXIT
- U4 - U5 SPECIAL PLAN 5C INLET PROTECTION
- U6 - U9 SPECIAL PLAN 6C SILT CHECKS ALL TYPES
- W1 - W3 LINDEN AVENUE TRAIL RIGHT OF WAY PLANS
- W4 - W9 RAWHIDE CREEK TRAIL RIGHT OF WAY PLANS
- X1 - X9 LINDEN AVENUE TRAIL CROSS SECTIONS
- X10 - X26 RAWHIDE CREEK TRAIL CROSS SECTIONS

STANDARD PLANS

- 301-R12 (3 SHEETS) PAVEMENT DETAILS
- 303-R3 (4 SHEETS) CURB RAMPS
- 329-R10 (4 SHEETS) 8 TO 16 INCH CONCRETE PAVEMENT
- 411-R2 (4 SHEETS) BEDDING AND BACKFILL REQUIREMENTS FOR CONCRETE PIPE
- 428-R4 CONCRETE PLUGS AND FIELD TAP DETAILS
- 501-R7 (3 SHEETS) EROSION CONTROL
- 502-R2 (2 SHEETS) SILT FENCE DETAILS
- 920-R7 (3 SHEETS) TRAFFIC CONTROL, CONSTRUCTION AND MAINTENANCE
- 921-R8 (2 SHEETS) TRAFFIC CONTROL, CONSTRUCTION AND MAINTENANCE

CONVENTIONAL SIGNS

- FENCE R.O.W. OR WIRE
- GUARDRAIL
- TRAVELED WAY
- DIKE
- CULVERT
- POWER POLE
- TELEPHONE POLE
- MAILBOX
- RAILROAD TRACKS
- MARSH
- TREE - CONIFEROUS
- TREE - DECIDUOUS

R.O.W. LEGEND

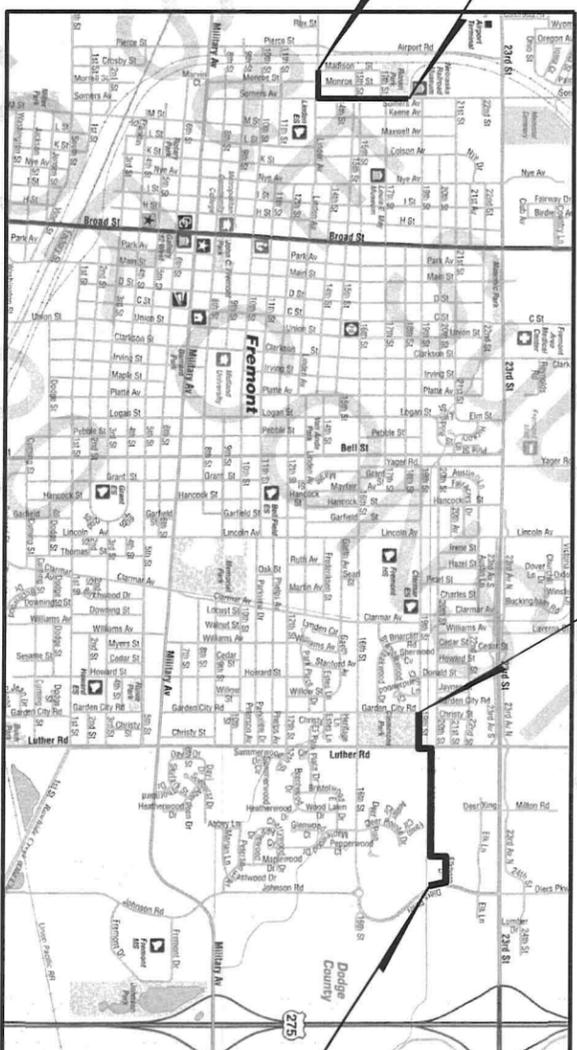
- NEW CONTROLLED ACCESS
- PREVIOUS CONTROLLED ACCESS
- LIMITS OF CONSTRUCTION
- PREVIOUS R.O.W.
- NEW R.O.W.
- EXISTING PERMANENT EASEMENT
- TEMPORARY EASEMENT
- EXCESS TAKING
- PERMANENT EASEMENT
- EXISTING RAILROAD EASEMENT
- NEW RAILROAD PERMANENT EASEMENT
- NEW RAILROAD TEMPORARY EASEMENT

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

PRELIMINARY PLANS

RAWHIDE CREEK TRAIL, FREMONT

DODGE COUNTY
JULY, 2020



END PROJECT
LINDEN AVENUE TRAIL
STA. 121+69.22

BEGIN PROJECT
RAWHIDE CREEK TRAIL
STA. 200+00.00

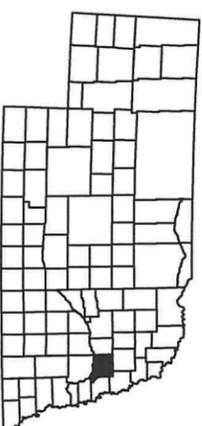
END PROJECT
RAWHIDE CREEK TRAIL
STA. 240+03.25

PROJECT NO.	ENH-27(61)	SHEET NO.	A1
CONTROL NO.	22472		
CONTROL NO.			

THE 2017 EDITION OF THE NEBRASKA STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS APPLY TO THIS PROJECT.

THE WORK ON THIS PROJECT CONSISTS OF GROUPS	
GROUPS _____ IN THE LETTING OF _____	ARE INCLUDED
GROUPS _____ IN THE LETTING OF _____	ARE INCLUDED
GROUPS _____ IN THE LETTING OF _____	ARE INCLUDED

PLANS PREPARED BY:
hgm
ASSOCIATES IN C.
ENGINEERING ARCHITECTURE SURVEYING
councilbluffs omaha



COORDINATING PROFESSIONAL



ASSOCIATES INC.

OPINION OF PROBABLE CONSTRUCTION COST

FUNCTIONAL PLAN (60%)

RAWHIDE CREEK TRAIL

FREMONT, NEBRASKA

C.N.: 22472, PROJECT NO.: ENH-27(61)

HGM PROJECT NO.: 703112

DATE: 07/27/2020

STANDARD ITEM NO.	ITEM DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL	
LINDEN AVENUE TRAIL AND RAWHIDE CREEK TRAIL						
0030.10	MOBILIZATION	LS	1.0	\$ 10,000.00	\$ 20,000.00	
SP-5	ESTIMATE FOR TRAFFIC CONTROL DEVICES	LS	1.0	\$ 5,000.00	\$ 5,000.00	
1000.00	LARGE TREE REMOVAL	EA	10.0	\$ 600.00	\$ 6,000.00	
SP-6	GENERAL CLEARING AND GRUBBING	LS	1.0	\$ 7,500.00	\$ 7,500.00	
1101.00	REMOVE PAVEMENT	SY	271.0	\$ 10.00	\$ 2,710.00	
1101.25	SAWING PAVEMENTS	LF	1,290.0	\$ 6.00	\$ 7,740.00	
1103.01	REMOVE BRICK PAVEMENT	SY	2.0	\$ 5.00	\$ 10.00	
1106.00	REMOVE DRIVEWAY	SY	801.0	\$ 8.00	\$ 6,408.00	
1107.00	REMOVE WALK	SY	1,174.0	\$ 8.50	\$ 9,979.00	
1111.00	REMOVE FENCE	LF	20.0	\$ 4.00	\$ 80.00	
1111.16	REMOVE PLANTER	EA	1.0	\$ 50.00	\$ 50.00	
1119.01	REMOVE GRATE INLET	EA	2.0	\$ 500.00	\$ 1,000.00	
SP-7	REMOVE AND RESET SIGN	EA	20.0	\$ 225.00	\$ 4,500.00	
1995.00	STABILIZED CONSTRUCTION EXIT	EA	2.0	\$ 3,000.00	\$ 6,000.00	
SP-8	REMOVE AND RESET MAILBOX	EA	4.0	\$ 200.00	\$ 800.00	
SP-9	DETECTABLE WARNING PANEL	SF	344.0	\$ 40.00	\$ 13,760.00	
3016.50	4" CONCRETE CLASS 47B-3500 SIDEWALK	SY	76.0	\$ 55.00	\$ 4,180.00	
3016.71	6" CONCRETE CLASS 47B-3500 BIKEWAY	SY	6,545.0	\$ 60.00	\$ 392,700.00	
SP-10	CONCRETE CLASS 47B-3500 IMPRINTED SURFACING	SY	25.0	\$ 100.00	\$ 2,500.00	
3020.32	CONCRETE CLASS 47B-HE-3500 DRIVEWAY	SY	521.0	\$ 70.00	\$ 36,470.00	
3075.42	9" CONCRETE PAVEMENT, CLASS 47B-3500	SY	271.0	\$ 65.00	\$ 17,615.00	
SP-11	CURB INLET, TYPE "D" (PER CITY OF FREMONT STANDARDS)	EA	2.0	\$ 3,000.00	\$ 6,000.00	
SP-12	ADJUST CURB INLET TO GRADE	EA	1.0	\$ 450.00	\$ 450.00	
4018.00	TAPPING EXISTING STRUCTURE	EA	1.0	\$ 500.00	\$ 500.00	
4043.50	REMOVE SEWER PIPE	LF	45.0	\$ 15.00	\$ 675.00	
4600.12	12" REINFORCED CONCRETE SEWER PIPE	LF	52.0	\$ 35.00	\$ 1,820.00	
SP-13	BUILD AREA INLET OVER EXISTING STORM SEWER (PER HGM DETAIL)	EA	1.0	\$ 3,500.00	\$ 3,500.00	
SP-14	END SIGN (M4-6), 12" X 6", TYPE A	EA	2.0	\$ 250.00	\$ 500.00	
SP-14	DIAGONAL DOWNWARD ARROW (W16-7P), 24" X 12", TYPE A	EA	2.0	\$ 300.00	\$ 600.00	
SP-14	BIKE ROUTE SIGN (D11-1), 24" X 18", TYPE A	EA	2.0	\$ 300.00	\$ 600.00	
SP-14	COMBINATION BIKE AND PED CROSSING (W11-15), 30" X 30", TYPE A	EA	4.0	\$ 300.00	\$ 1,200.00	
SP-14	NO MOTOR VEHICLES (R6-3), 24" X 24", TYPE A	EA	5.0	\$ 350.00	\$ 1,750.00	
SP-14	150 FT (W16-2aP), 24" X 12", TYPE A	EA	2.0	\$ 300.00	\$ 600.00	
SP-14	TRAIL CROSSING PLAQUE (W11-15P), 24" X 18", TYPE A	EA	4.0	\$ 275.00	\$ 1,100.00	
SP-14	TURN AND CURVE WARNING (W1-1R), 18" X 18", TYPE A	EA	5.0	\$ 300.00	\$ 1,500.00	
SP-14	TURN AND CURVE WARNING (W1-1L), 18" X 18", TYPE A	EA	5.0	\$ 300.00	\$ 1,500.00	
SP-14	STOP (R1-1), 18" X 18", TYPE A	EA	2.0	\$ 325.00	\$ 650.00	
SP-14	SIDEWALK CLOSED AHEAD CROSS HERE (R9-9) 24" X 18", TYPE A	EA	11.0	\$ 300.00	\$ 3,300.00	
SP-14	SIDEWALK CLOSED AHEAD CROSS HERE (R9-11R) 24" X 12", TYPE A	EA	2.0	\$ 275.00	\$ 550.00	
SP-14	SIDEWALK CLOSED AHEAD CROSS HERE (R9-11L) 24" X 12", TYPE A	EA	1.0	\$ 275.00	\$ 275.00	
SP-14	ARROW WARNING (W1-6) 24" X 12", TYPE A	EA	2.0	\$ 275.00	\$ 550.00	
7495.12	12" WHITE PERMANENT PAVEMENT MARKING PAINT	LF	56.0	\$ 5.00	\$ 280.00	
7495.24	24" WHITE PERMANENT PAVEMENT MARKING PAINT	LF	250.0	\$ 5.00	\$ 1,250.00	
7500.76	BIKE SYMBOL, PREFORMED PAVEMENT MARKING, TYPE 4, GROOVED	EA	2.0	\$ 500.00	\$ 1,000.00	
7500.78	"XING", PREFORMED PAVEMENT MARKING, TYPE 4, GROOVED	EA	2.0	\$ 500.00	\$ 1,000.00	
9170.00	EARTH SHOULDER CONSTRUCTION	STA	25.0	\$ 125.00	\$ 3,125.00	
SP-19	SUBGRADE PREPARATION	SY	791.0	\$ 5.00	\$ 3,955.00	
L010.00	SODDING	SY	3,101.0	\$ 10.00	\$ 31,010.00	
SP-18	EROSION CONTROL, CLASS 1D	SY	5,520.0	\$ 3.00	\$ 16,560.00	
SP-18	EROSION CONTROL, CLASS 2A	SY	320.0	\$ 6.00	\$ 1,920.00	
SP-15	CURB INLET PROTECTION	LF	144.0	\$ 18.00	\$ 2,592.00	
L022.75	TEMPORARY SILT CHECKS	LF	250.0	\$ 4.00	\$ 1,000.00	
L022.90	TEMPORARY SILT FENCE	LF	5,420.0	\$ 3.00	\$ 16,260.00	
L032.70	TEMPORARY MULCH	TONS	3.0	\$ 300.00	\$ 900.00	
L860.24	STORM EVENT RESTORATION - INCENTIVE	EA	11.0	\$ 400.00	\$ 4,400.00	
L860.50	ENVIRONMENTAL COMMITMENTS - CONTRACTOR COMPLIANCE	LS	1.0	\$ 4,000.00	\$ 4,000.00	
SP16	ADJUST CURB STOP AND BOX TO GRADE	EA	1.0	\$ 250.00	\$ 250.00	
SP16	ADJUST WATER VALVE BOX AND COVER TO GRADE	EA	2.0	\$ 360.00	\$ 720.00	
SP16	ADJUST SANITARY SEWER CLEAN-OUT TO GRADE	EA	1.0	\$ 250.00	\$ 250.00	
W750.26	REMOVE AND RELOCATE SPRINKLER SYSTEM	EA	1.0	\$ 1,200.00	\$ 1,200.00	
SP-20	CONCRETE PAD AND BENCH	EA	1.0	\$ 2,500.00	\$ 2,500.00	
					SUB-TOTAL	\$ 666,794.00
					20% CONT	\$ 133,406.00
LINDEN AVE TRAIL AND RAWHIDE CREEK TRAIL					SUB-TOTAL	\$ 800,200.00
BOX CULVERT EXTENSION						
3013.10	CONCRETE CLASS 47B-3000 BARRIER CURB	LF	32.6	\$ 50.00	\$ 1,629.50	
3017.44	CONCRETE CLASS 47B-3000 IMPRINTED MEDIAN SURFACING	SY	16.7	\$ 70.00	\$ 1,169.00	
4040.00	REMOVE HEADWALLS FROM CULVERTS	EA	1.0	\$ 7,500.00	\$ 7,500.00	
4051.01	EXCAVATION FOR BOX CULVERTS	CY	295.0	\$ 25.00	\$ 7,375.00	
4101.06	CLASS 47B-3000 CONCRETE FOR BOX CULVERT	CY	89.0	\$ 700.00	\$ 62,300.00	
4151.00	REINFORCING STEEL FOR BOX CULVERT	LB	9,625.0	\$ 1.70	\$ 16,362.50	
SP-17	PIPE RAILING	LF	38.0	\$ 90.00	\$ 3,420.00	
6105.03	ROCK RIPRAP, TYPE C	TN	70.0	\$ 70.00	\$ 4,900.00	
7017.00	REMOVE GUARDRAIL	LF	45.0	\$ 5.00	\$ 225.00	
7110.03	3.5 FOOT CHAIN-LINK FENCE	LF	60.0	\$ 55.00	\$ 3,300.00	
8010.03	CRUSHED ROCK FOR BASE COURSE	CY	29.0	\$ 72.00	\$ 2,088.00	
					SUB-TOTAL	\$ 110,291.50
					20% CONT	\$ 22,008.50
BOX CULVERT EXTENSION					SUB-TOTAL	\$ 132,300.00
OPINION OF PROBABLE CONSTRUCTION COSTS					\$	932,500.00

RESOLUTION

“90% PLANS AND ROW COST ESTIMATE” APPROVAL

City of Fremont

Resolution No. _____

Whereas: City of Fremont (City) and State entered into an LPA Program Agreement for State to assist City in the development and construction of an LPA Federal-aid transportation project;

Whereas: The State or the design consultant has developed the project plans to the “90% Plans and Right-of-Way (ROW) Cost Estimate” stage of development, dated July 27, 2020;

Whereas: The “90% Plans” also includes Right-of-Way Plans;

Whereas: The LPA Program Agreement requires the City to review the “90% Plans and ROW Cost Estimate” and either request modification or approve them as acceptable at this stage;

Whereas: City wishes to approve the “90% Plans and ROW Cost Estimate”, including the Right-of-Way Plans as prepared.

Be It Resolved by the City Council of the City of Fremont that:

The Mayor, Scott Getzschman, is hereby authorized to sign the bottom of this resolution and submit it to the State signifying the City’s approval of the “90% Plans” dated July 27, 2020, including Right-of-Way Plans and the ROW Cost Estimate for the project.

NDOR Project Number: ENH-27(61)

NDOR Control Number: 22472

NDOR Project Description: Rawhide Creek Trail, Fremont

Adopted this _____ day of _____, _____ at _____ Nebraska.
(Month) (Year)

The City Council of the City of Fremont, Nebraska

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

CITY OF FREMONT
Scott Getzschman

Mayor

Attest:

Signature City Clerk

RESOLUTION NO. 2020-194

A Resolution of the City Council of the City of Fremont, Nebraska, to approve “90% Plans and Right of Way (ROW) Cost Estimate”, for the Fremont, Rawhide Trail Project, and authorizing Mayor to sign Resolution as provided by the State.

WHEREAS: The City of Fremont (City) and State entered into an Local Public Authority (LPA) Program Agreement for the State to assist City in the development and construction of an LPA Federal-Aid Transportation project; and

WHEREAS: The State or the design consultant has developed the project plans to the “90% Plans and Right of Way (ROW) Cost Estimate” stage of development, dated July 27, 2020; and

WHEREAS: The “90% Plans” also includes Right of Way Plans;

WHEREAS: The LPA Program Agreement requires the City to review the preliminary “90% Plans and Right of Way (ROW) Cost Estimate” and either request modification or approve them as acceptable at this stage; and

WHEREAS: The City wishes to approve the “90% Plans and Right of Way (ROW) Cost Estimate” including the Right of Way Plans as prepared.

BE IT RESOLVED: by the Mayor and City Council that the Mayor is hereby authorized to sign this resolution and the attached NDOT Resolution as provided by the State and submit it to the State signifying the City’s approval of the “90% Plans and Right of Way (ROW) Cost Estimate” for the project.

NDOR Project Number ENH-27(61)

NDOR Control Number 22472

NDOR Project Description: Rawhide Creek Trail, Fremont

PASSED AND APPROVED THIS ____ DAY OF _____, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Brian Newton, City Administrator

DATE: September 29, 2020

SUBJECT: Project contracting/payment process and Operations & Maintenance (O&M) for Rod & Gun Club Breach

Recommendation: Motion to authorize the Mayor to sign the agreement

Background:

At the June 30, 2020, City Council meeting, Council approved resolution 2020-127 to appropriate funds not to exceed \$50,000 for the City's share of the repairs to the Rod & Gun Club breach. The appropriation is a portion of the local match required by the Community Development Block Grant (CDBG) that was awarded to Dodge County to repair the breach.

At the July 14, 2020, City Council meeting, Council approved an Interlocal Agreement between the City, Dodge County, and the Lower Platte North NRD for the Rod & Gun Club breach repair. At that meeting, staff reported that an agreement between the City, Dodge County, Lower Platte North NRD, and the Rod & Gun for payment process and operations and maintenance of the levee would be forthcoming. This is that agreement.

The agreement specifies project contracting, payment process, and operation and maintenance responsibilities. Please note that it has already been approved by Dodge County and Lower Platte North NRD.

Fiscal Impact: Per resolution 2020-127 and the Interlocal Agreement, the City's share of the local match is \$50,000.

AGREEMENT

PROJECT CONTRACTING/PAYMENT PROCESS & OPERATION & MAINTENANCE for PLATTE RIVER BREACH REPAIR PROJECT DODGE COUNTY

This “Agreement”, in reference to the Platte River Breach Repair Project, Dodge County, Nebraska, hereinafter referred to as the “Project”, is made and entered into by the following parties, hereinafter referred to individually as “Partner” and collectively as “Partners”, to wit:

City of Fremont (City)
Dodge County (County)
Lower Platte North Natural Resources District (LPNNRD)
Fremont Rod & Gun Club (Club)

Whereas, the City, County and LPNNRD are political subdivisions of the State of Nebraska and the Club is an incorporated association.

Whereas, 2019 flood events along the Lower Platte River caused a substantial breach in the embankment on the west end of Club property, resulting in substantial damage to private property and public infrastructure.

Whereas, the Partners assisted with emergency repairs in early 2020, to divert Platte Water flood flows from reentering the breach until more substantial repairs could be made.

Whereas, as a result of dredging activities planned at Lake Ventura in 2020, there is an opportunity to use the resulting dredge material from Lake Ventura to engineer, fill, shape, and stabilize the breach area opening, at a total estimated Project cost of \$612,380.

Whereas, the County will act as the fiscal agent for the Project repair and will administer a \$485,000 Community Development Block Grant approved through the Nebraska Department of Economic Development to partially fund the Project.

Whereas, the City, County and LPNNRD have entered into a separate Interlocal Agreement, to assist with the local share of Project expense, up to \$50,000 each, totaling \$150,000.

Whereas, the City has agreed to obtain and hold all necessary public easements for the Project from the Club and be the public entity applicant for future disaster assistance.

Whereas, the Club has previously provided approximately \$20,000 toward repairs in the Project area and will provide up to an additional \$12,380 toward the local share of the Project.

Whereas, the City, County and LPNNRD previously agreed to enter into a future agreement with the Club addressing Project operation and maintenance responsibilities.

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

1. **Purpose:** The purpose of this Agreement is to define the Partners responsibilities for Project contracting, contractor selection, payment process, and future operation and maintenance of the completed Project.
2. **Project Contracting, Contractor Selection:** The Club will enter into a contract with JEO Consulting Firm for Project engineering services and also enter into an eventual contract with the construction contractor for completing the Project. The Partners will jointly review submitted Project bids and approve selection of the construction contractor.
3. **Project Payment Process:** The Club will receive and approve all said Project engineering and construction invoices. The Club will pay \$12,380 toward the initial Project expenses and then forward all unpaid invoices to the County, who as the acting fiscal agent, will make payment to the contractors. It is understood that the County will use approved Community Development Block Grant (CDBG) funding first, up to \$485,000, for paying Project invoices. After CDBG funding is exhausted, the County will continue to pay all approved Project expenses that will be invoiced and shared equally by the City, County and LPNNRD up to \$50,000 each.
4. **Project Operation and Maintenance:** This Agreement between the City, County and LPNNRD, and Club is executed to identify operation and maintenance responsibilities of the completed Project. The Club agrees to complete all normal operation and maintenance activities on an annual basis, including but not limited to mowing, tree removal, noxious weed control and minor repairs to the Project. The Club agrees to complete annual written operation and maintenance reports and provide each Partner a copy of said report . Each Partner may, from time to time, request that the Club complete certain maintenance activities. Upon receiving such request, the Club shall complete the requested maintenance activity within a reasonable period of time. In the event of needed major future Project repairs, as a result of flooding or ice-out damage, the Partners will work together to secure available federal or state financial assistance and will also consider contributing local financial assistance as needed.
5. **Effective Date of Agreement:** This Agreement becomes effective upon final execution by the Partners. The original copy of this Agreement will be maintained as part of the public records of the City, with a copy of the Agreement to be provided to the Partners. The Agreement may be signed in counterparts, as necessary.
6. **Hold Harmless:** The Club hereby agrees to indemnify and shall hold the City, County and LPNNRD harmless to the fullest extent allowed by law from and against any and all claims, damages, losses, and expenses, arising out of or resulting from its acts and the acts of its agents and employees in performance of this Agreement.
7. **Duration of Agreement:** This Agreement shall extend from the date of execution by the Partners and will remain in effect unless one or more Partners agree to amend, addend, or terminate the Agreement. City, County, or LPNNRD may terminate their obligations of this Agreement upon submitting a 90-day written notice to the other Partners.

IN WITNESS WHEREOF,

This Agreement for Platte River Breach Repair Project is executed by the City of Fremont on this _____ day of _____, 2020.

City of Fremont

By: _____
Scott Getzschman

Title: **Mayor** _____

IN WITNESS WHEREOF,

This Agreement, for the Platte River Breach Repair Project is executed by the Lower Platte North Natural Resources District on this 14 day of September, 2020.

Lower Platte North Natural Resources District

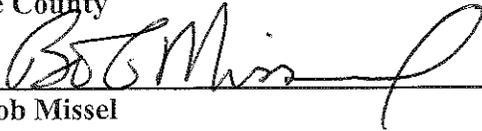
By: Gene Ruzicka
Gene Ruzicka

Title: Chairman

IN WITNESS WHEREOF,

This Agreement for the Platte River Breach Repair Project is executed by Dodge County on this
9 day of SEPT., 2020.

Dodge County

By: 

Bob Missel

Title: Chairman

This Agreement for the Platte River Breach Repair Project is executed by the Fremont Rod and Gun Club on this _____ day of _____, 2020.

Fremont Rod & Gun Club

By: _____
John Miyoshi

Title: Board President _____

To: Fremont City Council

From: Dodge County Humane Society (DCHS) Animal Control Citizens Advisory Board

Subject: Possible contract violations

The DCHS Animal Control Citizens Advisory Board voted 4 to 3 to dissolve the Board and submit its findings to the City Council.

Section in the contract-1-Duties of the City

a), To cooperate with DCHS and to furnish the services of the City Police Department, whenever, in the sole determination of the City, it shall be necessary to aid in the enforcement and administration of the City ordinances under the Fremont Municipal Code.	Group does not see any violations	No further follow up needed	DCHS Advisory Board voted 7 to 0 to recommend approval on 9/16/2020 No violation
b), To assist DCHS with animal license requirements and compliance.	Group does not see any violations	No further follow up needed	DCHS Advisory Board voted 7 to 0 to recommend approval on 9/16/2020 No violation
c), To pay DCHS the compensation set forth in paragraph 4 hereof.	Group does not see any violations	No further follow up needed	DCHS Advisory Board voted 6 to 1 to recommend approval on 9/16/2020 No violation
d), To review and monitor all the activities and functions of the DCHS relating to this Contract	We believe this is in violation.	Items for further review and of potential concern. 1. Tickets of animals at large- are they being done? Chief of Police reported only one.	DCHS Advisory Board voted 5 to 2 to recommend approval on

		<ol style="list-style-type: none"> 2. Accountability of budget submission/review 3. Ensure Addendum A of the contract is being followed 4. Ensure animals-at-large are reported to police department and city oversight of roles and responsibilities 	<p>9/16/2020 Violation</p>
e), To prescribe accounting systems for records and accounts.	Unclear what has been subscribed, but more specific format is needed	We recommend the city implement a reporting system and accountability be assigned to a staff and reports required (annually, quarterly or monthly) to avoid future concern.	DCHS Advisory Board voted 5 to 2 to recommend approval on 9/16/2020 No violation
f), To require progress reports, including an annual Contract Completion Report, of the activities and functions of the DCHS.	Unclear if ever been asked for or submitted	The need to be clear on expectations and what requirements, frequency and who will be reviewing them and reporting back is recommended	DCHS Advisory Board voted 5 to 2 to recommend approval on 9/16/2020 No violation
g), To be responsible for and issue press releases regarding any interruption in Services.	Group current does not see any violations	No further follow up needed	DCHS Advisory Board voted 6 to 1 to recommend approval on 9/16/2020 No violation

Section in the contract-2-Duties of DCHS

a), To furnish a monthly report of its activities to the Chief of Police of the City of Fremont. This report will include	Group strongly encourages a new monthly report. The current report is hand written numbers and	A new monthly report is recommended to include: <ol style="list-style-type: none"> 1. Number in shelter beginning of the month 	DCHS Advisory Board vote 5 to 2 to recommend a violation of the contract on
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<p>“Tracking” stats in regards to the number of animals entering and exiting the facility, euthanasia’s and reason for the action including “intakes and dispositions” as well as micro chipping records.</p>	<p>the monthly report never matched the computer printout. This would avoid some confusion and allow for more accuracy and accountability from DCHS to provide to the city per the contract</p> <p>We believe this is in violation</p>	<ol style="list-style-type: none"> 2. Number of animals adopted 3. Number of animals found at large and were police notified 4. Number of animals returned home and tickets given 5. Number of animals seen by licensed veterinarian 6. Number of animals put down 7. Number of animals sent to rescue, community partners or foster homes 8. Number in shelter at the end of the month 9. Any concerns the city should be aware of and noted 10. Report signed off by DCHS Board Chair, approved at the board meeting and sent to the City. 	<p>9/16/2020 Violation</p>
<p>b), To issue licenses required and to enforce and carry out all licensing requirements relating to animals under the Fremont Municipal Code.</p>	<p>Group current does not see any violations</p>	<p>No further follow up needed</p>	<p>DCHS Advisory Board voted 5 to 2 to recommend no violation of the contract on 9/16/2020 No violation</p>
<p>c), To act as pound master and to carry out the duties provided</p>	<p>We believe there are some concerns in this area that should be</p>	<p>Legal counsel would advise</p>	<p>DCHS advisory Board voted 7 to 0 to recommend</p>

<p>under the Fremont Municipal Code, or as hereafter amended, and, within its authority, to enforce all laws, City ordinances, and rules and regulations of the City of Fremont and the State of Nebraska, relating to the control of animals, both domestic and wild, except animals considered vermin such as rats or mice, within the city limits and to utilize the assistance of the Fremont Police Department in the enforcement of the above laws.</p>	<p>reviewed by legal counsel. Many complaints. This is in violation.</p>		<p>violation of the contract on 7/0 on 9/16/2020 Violation</p>
<p>d), To furnish the services of a shelter, shelter director, and staff to enforce and administer the provisions of the Fremont Municipal Code and Chapter 28, Article 10 of the Statutes of Nebraska.</p>	<p>We believe this is in violation</p>	<p>We also recommend the City use legal counsel to provide assistance and reference letter from Chief of Police asking to go on calls with DCHS.</p>	<p>DCHS Advisory Board voted 7 to 0 to recommend a violation of the contract on 9/16/2020 Violation</p>
<p>e), To be the lead agency for animal control services in disaster situations.</p>	<p>Group would like to ask for clarification of the role they played during the flood.</p>	<p>No further follow up needed</p>	<p>DCHS Advisory Board voted 7 to 0 to recommend that this line item to be placed on the request for additional information from DCHS on 9/16/2020</p>
<p>f), To furnish the services as identified on Exhibit "A" hereto and incorporated</p>	<p>We believe this is in violation</p>	<p>At this time, we recommend the City compare this line item with exhibit A. We believe violations exhibit A is not being followed.</p>	<p>DCHS Advisory Board voted 6 to 1 to recommend violation of the contract on 9/16/2020 Violation</p>

herein by reference (the "Services").			
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Exhibit A-

8-We feel DCHS needs to follow this request and the City should hold them accountable. We believe Exhibit A is not being followed and is in violation.

Knowing you are in a contract and contracts cannot just be stopped, the subcommittee has made some recommendations.

We recommend the City Council to ask DCHS to do the following to improve performance;

1. DCHS retain a consultant to review the operations and leadership at DCHS. Evaluate strengths, gaps and develop a plan to meet the concerns of the community. This consultant could assist them in staff leadership duties and board roles and responsibilities. This consultant should also address the org chart, a plan to address concerns and complaints; as well as possibly additional training needed for staff on conflict resolution.
2. DCHS to create a communication committee from Board members and community representatives.
3. City and DCHS should review and make addendums to the current contract to enhance services for animals as numbers seem to decline and lack of support as well as community concerns. The community trust and system appear to be broken.
4. DCHS and City improve social media that will enhance adoption and dogs at large to be found by owners

- **This report sent to the subcommittee on 9/8/2020**
- **Changes to be made by 9/11/202 for submission and approval for the 9/16/2020 meeting**
- **Included with items at September 16, 2020 meeting**
- **DCHS Advisory Board vote on 9/16 as a board per line item on 9/16/2020**
- **DCHS Advisory Board was approved in April 2020 with the following members:
Danielle Platt, Tricia Homan, Quinn Eaton, Julie Kempenar, Roxie Kracl, Becky Pence, Janet Stewart and Shawn Shanahan. The Advisory Board met on the following dates: May 20, 2020, July 16, 2020, July 29, 2020, August 20, 2020 and September 16, 2020**

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Brian Newton, City Administrator

DATE: September 29, 2020

SUBJECT: Interlocal Agreement and Agreement for Sale and Purchase of Water to Cedar Bluffs

Recommendation: Motion to authorize the Mayor to sign the Interlocal Agreement and Sale and Purchase of water to Cedar Bluffs

Background: The City Water Department has been working with Cedar Bluffs and the US Department of Agriculture (USDA) for several years on a potential water purchase agreement to replace their current supply of water, which has had high levels of arsenic. Earlier this year, the Village Board voted to pursue an agreement with the City for water and secured a low-interest loan from the USDA.

The Interlocal Agreement sets up the framework for the sale of water to Cedar Bluffs, including:

- 1) The City will design, construct, own, and operate a water pipeline to the Village.
- 2) The pipeline will be designed to deliver a specified volume of water at an agreed upon rate of delivery to the Village Corporation Boundary. The Village will continue to supply its customers through its existing distribution system.
- 3) The Village must cease supplying their own water unless in emergencies when the City is unable to furnish water.
- 4) The Village will secure a loan from the USDA to pay their portion of the project cost to deliver the agreed upon volume and rate of delivery.
- 5) The Village and the City will enter into an agreement for sale and purchase of water (attached to the Interlocal Agreement).
- 6) The City can increase the size and capacity of the water pipeline to serve other customers along the route.

The Agreement for Sale and Purchase of Water to the Village is the contractual instrument between the City and the Village. It specifically:

- 1) Establishes the volume and rate of delivery of water, as well as size of the water line required by the Village for its needs.

- 2) The City will install, operate, and maintain a meter of the Village's municipal boundary to meter water sold.
- 3) Sets the first year's cost of water, including the meter charge. Thereafter, the Village and City will meet to agree on any required cost increases resulting from a cost of service study.
- 4) Establishes a connection fee the Village will pay to connect to Fremont's water system.
- 5) Sets the quality and operational parameters under which the City will furnish water to the Village.
- 6) The term of the agreement is 25 years and shall be renewed for an additional period of not less than 15 years. Thereafter, the parties may renew for such periods as they agree upon.
- 7) Indemnifies and holds the City harmless from liabilities, damages, claims, etc. for its obligations, services, and rights provided in the agreement.

At the last month's Village Board meeting, the Board voted to approve the Interlocal Agreement and the Agreement for Sale and Purchase pending their attorney's review, which has occurred.

Fiscal Impact: Like the City's current agreements for wastewater disposal with Valley and Arlington, a sales agreement for water with Cedar Bluffs will bring in additional revenue to the City's ratepayers.

**CITY OF FREMONT/VILLAGE OF CEDAR BLUFFS WATER
INTERLOCAL AGREEMENT**

THIS AGREEMENT made and entered on this date, _____, 2020, by and between the City of Fremont (“Fremont”) and the Village of Cedar Bluffs (“Cedar Bluffs”), both political subdivisions of the State of Nebraska. Fremont and Cedar Bluffs may be referred to hereinafter collectively as “Parties” or individually as a “Party”.

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 *et seq.*, permits public agencies in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, pursuant to Neb. Rev. Stat. §16-101 *et seq.*, Fremont is a municipal corporation duly organized pursuant to the laws of the State of Nebraska; and

WHEREAS, pursuant to Neb. Rev. Stat. §§ 15-101 *et seq.*, Cedar Bluffs is a municipal corporation duly organized pursuant to the laws of the State of Nebraska; and

WHEREAS, Fremont and Cedar Bluffs each own municipal water wells to supply potable water to its residents and businesses (referred to as “water users”); and

WHEREAS, Fremont and Cedar Bluffs each operate a water distribution system to furnish potable water to its water users; and

WHEREAS, quality potable water is critical to health, welfare, and safety of its water users; and

WHEREAS, Due to quality issues with its municipal water wells, Cedar Bluffs desires to purchase potable water from Fremont to improve the quality of water to its water users; and

WHEREAS, Fremont desires to deliver and sell potable water to Cedar Bluffs; and

WHEREAS, the Parties hereto desire to enter into this agreement for the purpose of Fremont delivering and selling potable water to Cedar Bluffs and Cedar Bluffs purchasing said potable water from Fremont.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. Fremont shall design, construct, and operate a potable water distribution system from Fremont to Cedar Bluffs, including the piping, pumps, chlorination equipment, and related equipment and apparatuses, to deliver up to _____ gallons of potable water per month at a rate of _____ gallons per minute to Cedar Bluffs.
2. The point of delivery for the potable water supplied by Fremont to Cedar Bluffs shall be at Cedar Bluffs municipal boundary, at which point Fremont will furnish,

operate, and maintain sufficient metering equipment to measure potable water sold to Cedar Bluffs.

3. Cedar Bluffs shall discontinue the use of its municipal water wells to furnish potable water to its water users, unless in emergencies when Fremont is unable to furnish potable water to Cedar Bluffs.
4. Cedar Bluffs shall distribute water furnished by Fremont through its municipal water distribution system, unless it agrees to enter into an agreement with Fremont for such service.
5. Cedar Bluffs shall secure a loan from the United States Department of Agriculture (USDA) to pay Fremont a contribution-in-aid-of-construction (CAIC) for the costs incurred by Fremont for the construction of a potable water distribution system (based upon the requirements in number 1. above) from Fremont to Cedar Bluffs.
6. Fremont and Cedar Bluffs shall enter into an Agreement for Sale and Purchase of Water, attached hereto as Exhibit A and incorporated herein by reference.
7. Fremont, may at its sole discretion, increase the size and capacity of the potable water distribution system from Fremont to Cedar Bluffs in order to serve other water customers.
8. No separate legal or administrative entity is created by this Agreement and no property shall be jointly owned pursuant to this Agreement.
9. To the fullest extent permitted by law, each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party ("Indemnified Party"), its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Indemnifying Party, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of the Indemnified Party, the indemnification by the Indemnifying Party shall be prorated based on the extent of the liability of the Indemnified Party. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a Party or person described in this Paragraph. Nothing herein shall be construed to be a waiver of sovereign immunity by either Party.
10. Each Party shall provide workers compensation coverage and, as required by Neb. Rev. Stat. § 13-1802, liability insurance coverage for its own employees providing services under this Agreement, or shall self-insure such risks. Such

coverage shall be in amounts sufficient to satisfy the potential liability of such Party, its agents or employees for injuries, losses or damages reasonably foreseeable for the activities and services contemplated under this Agreement. In no event, however, shall such coverage amounts be less than the potential liability the Party may have to its employees under the Nebraska Worker's Compensation Act or to others under the Nebraska Political Subdivisions Tort Claims Act.

11. No default in performance of any obligation shall constitute a breach of the Agreement to the extent that such failure to perform, delay, or default arises out of a cause that is beyond the reasonable control and without negligence of the Party otherwise responsible for such breach including, but not limited to: acts of God; interruption of power, utilities, transportation, or communications services; action of civil or military authority; sabotage; fires; explosions; earthquakes; nuclear accidents; floods; usually severe weather conditions; work stoppages; national emergencies; or, catastrophes.
12. This Agreement shall be binding upon the Parties and their respective successors and assigns. No third person shall acquire any rights or claims by reason of or under this Agreement.
13. This Agreement may be modified only by written agreement of the Parties dated subsequent to the effective date of this Agreement.
14. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby.
15. No representations, promises, or warranties have been made by one Party which are not contained in this Agreement. Performance is not related to or dependent upon any obligations, payment, or responsibility of one Party to the other which is not set forth herein.
16. This Agreement shall become effective upon execution by both Parties and shall remain in effect until termination by any of the Parties after the renewal period, pursuant to the Agreement for Sale and Purchase of Water attached hereto as Exhibit A, hereto upon thirty (30) days written notice to the Parties setting forth the date of such termination.
17. It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of one Party shall not be deemed to be employees of the other Party. The Parties shall be responsible to their respective employees for all salary and benefits. The employees of one Party shall not be entitled to any salary, wages, or benefits from the other Party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave, except as described in Paragraph 6.c. of this Agreement. The Parties shall also be responsible for maintaining their own workers' compensation insurance and unemployment insurance for their respective employees, and for payment of all federal, state, local and any other payroll taxes with respect to their respective employees' compensation

18. Each undersigned representative certifies that she or he is authorized to enter into this Agreement and to bind the Parties to the terms of the Agreement. The Parties, intending to be bound, do hereby execute this Agreement and commit to its principles and responsibilities.

[Signature pages to follow]

EXECUTED this ____ day of _____, 20____, by Fremont.

By: _____
Scott Getzschman, Mayor City of Fremont

APPROVED AS TO FORM:

This ____ day of _____, 20____.

Fremont City Attorney

EXECUTED this ____ day of _____, 20____, by Cedar Bluffs.

Village of Cedar Bluffs

By: _____
Village Chairman, Village of Cedar Bluffs

APPROVED AS TO FORM:

This ____ day of _____, 20____.

Cedar Bluffs City Attorney

AGREEMENT FOR SALE AND PURCHASE OF WATER

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 by and between the Fremont of Fremont, Nebraska, (herein referred to as "Fremont,") as Seller and the Village of Cedar Bluffs (herein referred to as "Cedar Bluffs") as Purchaser; both municipal corporations of the State of Nebraska, and their successors and assigns,

WITNESSETH:

WHEREAS, Fremont is organized and established under the provisions of Chapter 16 of the Statutes of the State of Nebraska, and has the power and authority to build, own, and operate a water distribution system outside of the Fremont incorporation boundary; and

WHEREAS, Fremont desires to sell potable water to Cedar Bluffs and Cedar Bluffs desires to purchase potable water from Fremont; and

WHEREAS, Fremont will build, own, and operate a water distribution system with a design capacity sufficient to serve the present consumers of the Fremont and the estimated number of consumers to be served by Cedar Bluffs; and

WHEREAS, by Ordinance Number _____ enacted on the _____ day of _____, 2020 by the Mayor and Fremont Council, Fremont agrees to sell potable water to Cedar Bluffs, in accordance with the provisions of said ordinance and the execution of this agreement; and

WHEREAS, by Resolution Number _____ adopted by the Cedar Bluffs Village Board on the _____ day of _____, 2020, Cedar Bluffs agrees to purchase potable water from Fremont, in accordance with the provisions of said resolution and the execution of this agreement.

NOW, THEREFORE, in consideration of mutual agreements and covenants of the parties hereto, it is agreed by and between the parties as follows:

Section 1. Fremont hereby agrees to sell and deliver potable water to Cedar Bluffs and the Cedar Bluffs agrees to purchase such potable water as herein provided.

Section 2. Fremont agrees to furnish water in such quantity as may be required by Cedar Bluffs; provided that Fremont shall not be required at any time to furnish water at a rate in excess of _____ gallons per calendar day and shall not be required to deliver water at a rate of more than _____ gallons per minute.

Section 3. Fremont agrees to furnish water to Cedar Bluffs at Fremont's normal operating pressure, estimated at _____ psi, from no less than an ____-inch main to be

installed by Fremont to mutually agreed upon point of delivery located near Cedar Bluff's corporation boundary. If a greater pressure than normally available at the point of delivery is required by Cedar Bluffs, the cost of providing such greater pressure shall be borne by Cedar Bluffs.

Normal maintenance requirements, emergency failures of pressure or supply due to the main supply line breaks, power failure, flood, fire, and use of water to fight fire, earthquake, or other catastrophes not under the direct control of Fremont shall excuse Fremont from this provision for such reasonable period of time as may be necessary to restore service.

Section 4. It shall be the responsibility and expense of Fremont to install, operate, and maintain at its own expense at the point of delivery the necessary metering equipment including a meter house and/or pit and/or required devices of the standard type for properly measuring the quantity of water delivered to Cedar Bluffs and to calibrate such metering equipment when requested by Cedar Bluffs not more frequently than once every six (6) months. The metering equipment will be completed and available for hookup not less than 120 days prior to the Fremont's estimated date of completion of its water distribution system. A metering registration not more than 2% above or below the test results shall be deemed accurate. Readings for the three (3) months prior to any test shall be corrected in accordance with the percentage of inaccuracy found by the test when the test reflects greater than 2% variance. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period of the previous year (if no previous year history then for the immediate period prior to failure) unless Fremont and Cedar Bluffs shall agree upon a different amount. Fremont agrees to maintain the back-flow device and metering equipment in good condition and not to cause excessive pressure loss to Cedar Bluff's water distribution system. The cost, thereof, to be paid by Cedar Bluffs if Fremont charges its other users for said costs; otherwise, the cost to be borne by Fremont. The metering equipment shall be read on a normal monthly scheduled meter reading basis by Fremont. An appropriate representative of Cedar Bluffs shall have access to the meter for purposes of verifying this reading or upon reasonable notice shall be present for the purpose of verifying its readings.

Section 5. Fremont agrees to furnish Cedar Bluffs, no later than the normal billing date of each month, with an itemized statement of the amount of water metered by Fremont during the preceding month. All billings will become due and payable upon normal cycling as it is customary of all bills of Fremont.

Section 6. Cedar Bluffs agrees to pay Fremont the amount of \$_____ per Hundred Cubic Feet (CCF) of water delivered to Cedar Bluffs through the metering system described in Section 4 hereof, which will remain in effect for one year after commencement of delivery of water to Cedar Bluffs under this agreement, together with the meter charge of \$_____ per month. Thereafter, in _____ of each year, the parties will meet to review the rates being charged and the maximum amount

of water to be delivered. Changes in rates and amounts will be made only upon sound and credible engineering reports or demonstrated need resulting from a cost of service study conducted by Fremont. Any capital expenditures for water system improvements within Fremont which are due to growth of system improvements for the sole benefit of the Fremont shall not be included in the calculations for water rate adjustments. Fremont may, from time to time, increase or decrease such charges at such times as water rates charged to water customers of its municipal system are changed. Any such increases or decreases shall be equal to the same percentage increase or decrease charged to the municipal water customers.

Section 7. Cedar Bluffs agrees to pay a connecting fee of \$_____ to connect to Fremont's water distribution system, which will be payable at the time the Fremont notifies Cedar Bluffs that the metering system is completed and available for connection to Fremont's water distribution system. Fremont shall furnish such service at such time as the water line from Fremont to Cedar Bluffs has been constructed by Fremont.

Section 8. All operation, maintenance, and sole ownership of the line to the point of delivery as described in Section 3, including metering station, shall be and remain the property of Fremont. Cedar Bluffs shall own, operate, and maintain all water lines from the metering station to the point of delivery with each of Cedar Bluff's water customer.

Section 9. The Fremont agrees to deliver potable water of the same quality as is delivered to the customers of its municipal water system. Cedar Bluffs will not add any domestic, commercial, or industrial uses requiring usage beyond the limitations set forth in Section 2 of this agreement without approval of the Fremont.

Section 10. Fremont will at all times operate and maintain its system in an efficient manner and will take such corrective action as may be necessary to furnish Cedar Bluffs with quantities required by Cedar Bluffs as herein provided. Temporary or partial failure to deliver said water shall be remedied with all reasonable dispatch. In the event of an extended shortage of water or if the supply of water furnished by Fremont is otherwise diminished over an extended period of time, the supply of water to Cedar Bluff's consumers shall be reduced or diminished in the same ratio or proportion as the supply to the Fremont's consumers is reduced or diminished.

Cedar Bluffs will regulate its consumers so that in the event of rationing of the Fremont's consumers, Cedar Bluffs will likewise ration or diminish the water available to its consumers.

Section 11. The term of this agreement shall be for a 25-year period commencing on the date of initial delivery of water to Cedar Bluffs, and thereafter shall be renewed for an additional period of not less than 15 years. After the initial renewal period, the parties may renew or extend the agreement for such periods of time as they shall agree upon.

Section 12. Any and all easements necessary from the point of delivery with Fremont (located at the Cedar Bluffs municipal boundary) shall be at the cost and be the responsibility of Cedar Bluffs.

Section 13. In the event of any occurrence rendering Cedar Bluffs incapable of performing under this contract, any successor of Cedar Bluffs whether by legal process, assignment, or otherwise, shall succeed to the rights of Cedar Bluffs hereunder.

Section 14. A portion of the construction cost for Fremont's water supply distribution system being built to furnish potable water to Cedar Bluffs is being financed by a loan and grant from the United States of America, acting through Rural Development of the United States Department of Agriculture, to Cedar Bluffs, and the provisions hereof pertaining to the undertakings of Fremont to construct the water supply distribution system to Cedar Bluffs are conditioned upon Cedar Bluffs securing such financing and the approval, in writing, of the State Director of Rural Development. This contract will be pledged to the Rural Development as part of the security for this financial assistance.

Section 15. Cedar Bluffs shall promptly notify the City of Fremont in writing and report to the Department of Environment and Energy any information which indicates that a contamination is occurring. Cedar Bluffs shall comply with all federal and state regulations promulgated for environmental protection and fresh water services for human consumption.

Section 16. Cedar Bluffs assumes liability for and shall indemnify and hold harmless City of Fremont, its agents, employees, officers, directors, successors and assigns from and against, any liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorney's fees, of whatever kind and nature arising out of any incident, forbearance, nonfeasance, misfeasance, or actions that occurs or occurred outside of the territorial jurisdiction of the City of Fremont relative to the obligations, services, or rights provided for in this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in four counterparts, each of which shall constitute an original.

Seller: City of Fremont
By: Scott Getzschman
Title: Mayor

ATTEST:

Tyler Ficken, City Clerk

Buyer: Cedar Bluffs

By: _____
Title: Village Chairman

ATTEST:

Title: Village Clerk

APPROVED:

USDA Rural Development State Director

9/23/20

Council Member Ellis Agenda Item Request

The purpose for this agenda item is to obtain City Council approval of a Resolution to serve notice and terminate the City's Animal Control Contract with the Dodge County Humane Society.

Resolution: _____

A Resolution of the City Council of the City of Fremont, Nebraska to terminate the City's Animal Control Contract with the Dodge County Humane Society the current Animal Control Contract agent for the City of Fremont, NE; a Nebraska registered humane society and 501c3 agency.

WHEREAS, the City of Fremont NE is the contract holder of an Animal Control Contract for animal control services being provided by the Dodge County Humane Society (DCHS), the agent;

WHEREAS, and due to issues of concern raised by the public, the City Council of the City of Fremont commissioned an Animal Control - Citizens Advisory Board to investigate DCHS's compliance with the City's Animal Control Contract's terms, as well as the underlying requirements of the City's Municipal Code and Nebraska State law, including but not limited to, those governing the humane treatment of animals; the Board's investigation, as well as other available information, indicates a lack of contract compliance and breach of trust by DCHS;

WHEREAS, the City Council of the City of Fremont NE has authority under the parties Animal Control Contract, as amended under Amendment No. 1, dated September 12, 2017, to terminate the agreement for cause upon 30 days written notice;

WHEREAS, the City Council of the City of Fremont has the authority and requisite cause to terminate the Animal Control Contract and does hereby request its Legal Counsel to serve a 30 day notice of contract termination upon the DCHS;

WHEREAS, this Resolution shall be effective immediately upon adoption and without further delay.

NOW THEREFORE BE IT RESOLVED: That the Mayor and City Council hereby authorize the City Attorney to prepare and file said notice of contract termination with the DCHS, the City's Animal Control agent.

PASSED AND APPROVED THIS ____ DAY OF _____, 2020

Mayor _____ Scott Getzschman,

ATTEST:

_____ Tyler Ficken, City Clerk

DCHS CONTRACT INVESTIGATION

Packet Material Summary

DCHS Animal Control Contract – highlighted for key compliance areas

Animal Control Board Sub-Committee Findings Report

Section 2 - Duties of DCHS

- a), We believe this is in violation
- d), We believe this is in violation
- f), We believe this is in violation

Exhibit A – 8, We believe this is in violation

Animal Control – Citizens Advisory Board Emails (ACCAB)

Supporting emails to the ACCAB outlining investigation areas and potential DCHS Contract violations of **Section 16 – Code Provisions**, items (d); (e); (f); (g); (h))

State Law – Non-compliance Matters

Supporting ACCAB email regarding Bessie and DCHS's violation of State Law regarding spaying of adopted animals

Austin & Jessie Knupp - Bessie experience and medical record proof regarding DCHS failure to spay

Department of Agriculture Complaint/Inspection Report Findings

Inspection reports and findings of non-compliance by the Department of Agriculture that highlight numerous and repetitive operational and animal treatment issues, data reporting and tracking inconsistencies, adoption/spaying findings;

Key findings are highlighted and serve to corroborate the ACCAB findings and other City Contract violations noted above.

ANIMAL CONTRACT

THIS CONTRACT is entered into by and between the City of Fremont, a municipal corporation in Dodge County, Nebraska, sometimes hereinafter referred to as "City," and the Dodge County Humane Society, a Nebraska non-profit corporation with its principal place of business at 787 S. Luther Road, Fremont, Nebraska 68025, hereinafter referred to as "DCHS."

RECITALS

WHEREAS, in furtherance of the health, welfare, and safety of the residents and citizens of the City of Fremont, the City recognizes the need for control of animals; and,

WHEREAS, the statutes of the State of Nebraska and the ordinances of the City of Fremont provide laws governing the care and control of animals; and,

WHEREAS, the City has no pound master to enforce said state laws or city ordinances;

WHEREAS, under the provisions of the Fremont Municipal Code, the Mayor and the City Council are authorized to enter into a Contract for the purpose of providing a shelter and staff for carrying out the enforcement of City ordinances or state laws dealing with animal care and control; and,

WHEREAS, DCHS has a lease with the City for a shelter and maintains a staff and is capable and desirous of providing the City with certain enumerated services to enforce and carry out the laws and ordinances for the care and control of animals within the limits of the City of Fremont during the term of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1) DUTIES OF THE CITY:

The City, in fulfilling the conditions of the Contract for services rendered, agrees and covenants with DCHS as follows:

- a) To cooperate with DCHS and to furnish the services of the City Police Department, whenever, in the sole determination of the City, it shall be necessary to aid in the enforcement and administration of the City ordinances under the Fremont Municipal Code.
- b) To assist DCHS with animal license requirements and compliance.
- c) To pay DCHS the compensation set forth in paragraph 4 hereof.
- d) To review and monitor all the activities and functions of the DCHS relating to this Contract.
- e) To prescribe accounting systems for records and accounts.

- f) To require progress reports, including an annual Contract Completion Report, of the activities and functions of the DCHS.
- g) To be responsible for and issue press releases regarding any interruption in Services.

2) DUTIES OF DCHS:

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

- a) To furnish a monthly report of its activities to the Chief of Police of the City of Fremont. This report will include "Tracking" stats in regards to the number of animals entering and exiting the facility, euthanasias and reason for the action including "intakes and dispositions" as well as micro chipping records.
- b) To issue licenses required and to enforce and carry out all licensing requirements relating to animals under the Fremont Municipal Code.
- c) To act as pound master and to carry out the duties provided under the Fremont Municipal Code, or as hereafter amended, and, within its authority, to enforce all laws, City ordinances, and rules and regulations of the City of Fremont and the State of Nebraska, relating to the control of animals, both domestic and wild, except animals considered vermin such as rats or mice, within the city limits and to utilize the assistance of the Fremont Police Department in the enforcement of the above laws.
- d) To furnish the services of a shelter, shelter director, and staff to enforce and administer the provisions of the Fremont Municipal Code and Chapter 28, Article 10 of the Statutes of Nebraska.
- e) To be the lead agency for animal control services in disaster situations.
- f) To furnish the services as identified on Exhibit "A" hereto and incorporated herein by reference (the "Services").

3) TERM:

This contract shall be in full force and effect from the date of signing through and including the end of the twelfth month thereafter. The City has the option to renew this agreement if DCHS agrees to do so for an additional one (1) year term.

4) COMPENSATION:

In consideration of the services herein provided, the City agrees to pay DCHS the sum specified herein below, payable as follows:

Amount agreed to is a total of \$87,550.00 the first year of the term payable in monthly installments after services are rendered. First payment to be made in the month following for the month for which services were rendered, and the same for the following months.

Further, DCHS shall be entitled to a sum equal to \$1.00 issuance fee per license of the license fees collected by DCHS for licensing animals pursuant to ordinances and regulations of the City of Fremont, Nebraska.

All impound release fees collected by DCHS shall be retained by DCHS and shall not be considered as Compensation to DCHS hereunder.

5) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

Annexed hereto as Exhibit "B," and made part hereof by reference, are the equal employment provisions of this Contract. Refusal by DCHS to comply with any portion of this program as therein stated and described will subject the offending party to any or all of the following penalties:

- a) Withholding of all future payments under the involved contract to DCHS in violation until it is determined DCHS is in compliance with the provisions of the Contract.
- b) Refusal of all future bids for any contracts with the City or any of its departments or divisions until such time as DCHS demonstrates it has established and shall carry out the policies of the program as herein outlined.

6) NON-DISCRIMINATION:

DCHS shall not, in the performance of this Contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age or disability as recognized under 42USCS § 12101 et. seq. and Fremont Municipal Code, political or religious opinions, affiliations, or national origin.

7) CAPTIONS:

Captions used in this Contract are for convenience and are not used in the construction of this Agreement.

8) APPLICABLE LAW:

Parties to this Contract shall conform to all existing and applicable City ordinances, resolutions, state laws, federal laws and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Contract.

9) INTEREST OF THE CITY:

Pursuant to Fremont ordinances, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City contract. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the contract voidable by the Mayor or Council.

DCHS leases the facility from which it operates from the City and any capital improvements or permanent additions or modification to the facility, or its fixtures, must be approved by the City in writing and if approved will be subject to compliance with the City's procurement policies.

10) INTEREST OF THE CONTRACTOR:

DCHS covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Contract; it further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

11) MERGER:

This Contract shall not be merged into any other oral or written contract, lease, or deed of any type, except as is set forth in the current lease between the City and DCCHS. This is the complete and full agreement of the parties.

12) MODIFICATION:

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

13) ASSIGNMENT:

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

14) STRICT COMPLIANCE:

All provisions of this Contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative. All provisions of this Contract will comply with federal, state and local regulations and DCCHS will provide proof of compliance.

15) INDEMNIFICATION:

DCCHS shall indemnify and save harmless the City of Fremont, its officers,

employees, and agents from all claims, suits, or actions of every kind and character made upon or brought against the said City of Fremont, its officer, employees, and agents for or on account of any injuries or damages received or sustained by any party or parties as a result of the negligence of the said DCHS or its servants, agents, and subcontractors in performing the work under this Contract.

16) CODE PROVISIONS:

During the term of this Contract, DCHS shall be familiar with and expressly follow the provisions of the Fremont Municipal Code and shall be required to:

- a) Maintain records and accounts, including property, personnel, and financial records, as prescribed by the City to ensure an accounting of all Contract expenses;
- b) Make such records and accounts available for audit purposes to the Finance Director or any other authorized City representative at any time;
- c) Retain such records and accounts for a period of five years;
- d) Submit an annual budget to the City Administration;
- e) Not exceed the limitations so established and not to shift amounts among line items without a properly executed modification of the Contract.
- f) Submit to the City Administration progress reports on a quarterly basis of all activities and functions for which funds of the City are received;
- g) Submit to the City Administration a Contract Completion Report; and;
- h) Be subject to all federal, state and local legislation prohibiting discrimination, including Title VI of the Civil Rights Act, the Fair Employment Practices Ordinance, and the provisions of the City Code of the City of Fremont.

17) VEHICLE:

DCHS will provide a suitably equipped vehicle for the use of the DCHS employees to respond to animal control calls. The insurance, maintenance, repair and servicing of such vehicle shall be the responsibility of DCHS.

18) AUTHORIZED REPRESENTATIVE:

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Contract and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

1. City of Fremont
Chief of Police
Fremont Police Department
725 N. Park Ave.
Fremont, NE 68025

2. Dodge County Humane Society
President/CEO
787 S. Luther Road
Fremont, NE 68025

19) Assigned DCHS employees will be "on call" and be available to respond to animal control calls six days per week, Monday through Saturday, except for the following holidays:

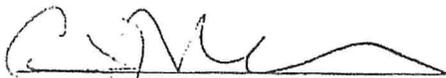
New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

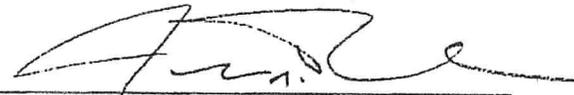
Calls between 5:00 p.m. and 8:00 a.m. shall be to address emergencies only. The shelter facility will be closed on Sundays and the foregoing holidays and employees will not be on call on those days, except by special agreement between DCHS and the City of Fremont Chief of Police.

EXECUTED this 19 day of JULY, 2016.

ATTEST:

DODGE COUNTY HUMANE SOCIETY (DCHS)
A Nebraska Non-Profit Corporation


Treasurer

By: 
President of the Board of Directors

EXECUTED this 18th day of July, 2016.

ATTEST:

CITY OF FREMONT, a Municipal Corporation

Tyler Hill
City Clerk, City of Fremont

By:

Scott Getzschman
Scott Getzschman, Mayor



EXHIBIT "A"

SERVICES PROVIDED TO THE CITY OF FREMONT
BY THE DODGE COUNTY HUMANE SOCIETY

1. Dogs at large complaint/lost-found animal
 - a. DCHS handles all calls during normal business hours.
 - b. After business hours police will meet people who transport animals at shelter to place animal.
 - c. If people finding/capturing animals can't transport, DCHS will come out and pick animal up, during business hours.
 - d. Police will not chase or transport animals.
2. Barking dog complaints.
 - a. DCHS will respond to barking dog complaint during business hours. They will then report findings and action taken to dispatch. If necessary police will respond to issue citations.
 - b. After business hours police will handle barking dog complaints.
3. Cruelty
 - a. DCHS will respond to animal cruelty complaints during business hours. They will then report findings and action taken to dispatch. If necessary, police will respond to issue citations.
 - b. Police will handle animal cruelty cases after business hours. If necessary DCHS will respond to impound animals.
4. Deceased animal pick-up – private and or public property
 - a. DCHS will pick up animals during business hours.
 - b. After business hours, animal will be left until business hours unless it creates some traffic or other potential hazard in which case DCHS will be called out.
 - c. Police will not pick up dead animals.
5. Wildlife
 - a. DCHS will respond to all wild animal calls during business hours.
 - b. DCHS will respond to wild animal calls after business hours only in the case of emergencies.
 - c. Police will respond to wild animal calls only when necessary to terminate an animal as decided by DCHS or that is threatening humans.
6. Rabies (animal bites)
 - a. Police will handle all animal bites. Reports will be forwarded to DCHS for follow up. DCHS will be responsible for follow up but police will work with DCHS for enforcement.
 - b. DCHS will respond during business hours and after business hours if necessary for impoundment and/or quarantine of animals, or other emergency circumstances.
7. Dangerous Animal capture and containment
 - a. Police will respond to all vicious animal calls.
 - b. DCHS will respond during business hours or after business hours if requested by police.
8. DCHS shall capture, secure, remove and impound in a humane manner any dog violating any of the provisions of the municipal code. The dogs so impounded shall be treated in a humane manner and shall be provided with a sufficient supply of food and fresh water each day. Each impounded dog shall be kept and maintained at the pound for a period of not less than three (3) working days excluding holidays and weekends, unless reclaimed earlier by the

owner. Notice of impoundment of animals whose owners are not known including significant marks or identifications, shall be available at the Police Department within twenty-four hours after impoundment as public notification of such impoundment. If the owner is known, he/she shall be notified as soon as possible by the DCHS. Any dog may be reclaimed by its owner during the period of impoundment by the payment of fees which are set forth on Exhibit C, which fees may be changed from time to time by the DCHS, with the approval of the City. The owner shall be required to comply with the licensing and rabies vaccination requirements of the Municipal Code before the dog is released. If the dog is not claimed at the end of the required waiting period, after public notice has been given, the DCHS may humanely dispose of the dog provided that if, in the judgment of the DCHS, a suitable home can be found for any such dog, the dog shall be turned over to that person and the new owner shall be required to pay all fees and meet all licensing and vaccinating requirements of the Municipal Code.

9. Livestock

a. Loose livestock not on owner's property shall be captured by DCHS during normal business hours. Such captured animals will be treated as dogs are treated and processed pursuant to paragraph 8 hereof.

10. Animal control calls within the city limits of Fremont dispatched at the request of the Fremont Police Department pursuant to this Agreement and within normal business hours, shall have priority over all other non-emergency matters, subject to availability of DCHS employees.

11. Euthanasia duties will be performed by licensed veterinary personnel.

EXHIBIT "B"

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this Agreement, "Contractor" agrees as follows:

- 1) Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. Contractor shall ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, age, sexual orientation, gender identity, disability or national origin. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
- 2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin, age, disability.
- 3) Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of Contractor's commitments under the Equal Employment Opportunity Clause of the City and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) Contractor shall furnish to the City Contract Compliance Officer all Federal forms containing the information and reports required by the Federal government for Federal contracts under Federal rules and regulations, and including the information required by Sections 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the City Contract Compliance Officer shall be those which are related to Paragraphs (1) through (7) of this Exhibit and only after reasonable advance written notice is given to Contractor. The purpose for this provision is to provide for investigation to ascertain compliance with the program provided for herein.
- 5) Contractor shall take such actions as the City may reasonably direct as a means of enforcing the provisions of Paragraph (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event Contractor becomes involved in or is threatened with litigation as the result of such directions by the City, the City will enter into such litigation as necessary to protect the interests of the City and to effectuate the provisions of this division; and in the case of contracts receiving Federal assistance, Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
- 6) Contractor shall file, if any, compliance reports with Contractor in the same form and to

the same extent as required by the Federal government for Federal contracts under Federal rules and regulations. Such compliance reports shall be filed with the City Contract Compliance Officer. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractor.

- 7) The Contractor shall include the provisions of Paragraphs (1) through (7) of this Section, "Equal Employment Opportunity Clause," and Section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each sub-contractor or vendor.
 - 8) The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
 - 9) This contract will be declared void if for any reason signor of this agreement is found not to have legal authority to bind DCHS.
-

EXHIBIT "C"

1. Impound (Intake) Fee, per animal - \$40.00
After normal business hours said fee will be \$50.00 per animal.
2. Boarding of Dogs - \$10.00 per night
3. Boarding of Cats - \$10.00 per night
4. Additional boarding of sick or dangerous animals \$20.00 per night plus any medical expenses incurred for treatment.
5. Rabies quarantine - \$20.00 per night plus impound (intake) fee
6. No proof of current Rabies Vaccination - \$10.00

AMENDMENT NO. 1 TO ANIMAL CONTRACT

This AMENDMENT NO. 1 TO ANIMAL CONTRACT (this "Amendment") is made as of September 12, 2017 ("Effective Date") by and between City of Fremont, Nebraska a municipal political subdivision of the State of Nebraska ("City"), whose address for the purposes of this Agreement is 400 East Military Avenue, Fremont NE 68025, and Dodge County Humane Society, a Nebraska non-profit corporation ("DCHS"), whose address for the purposes of this Agreement is 787 S Luther Road, Fremont, NE 68025. Each of City and DCHS are sometimes referred to herein as a "Party" and collectively as the "Parties".

RECITALS

A. WHEREAS, City and DCHS are Parties to an Animal Contract, dated July 14, 2016, under which DCHS agreed to provide shelter and staff for carrying out the enforcement of City ordinances or state laws dealing with animal care and control within the City of Fremont, for annual sum of \$87,550, plus \$1.00 issuance fee per license fee collected by DCHS; and

B. WHEREAS, the Parties mutually desire to modify certain terms and conditions of the Animal Contract (originally dated July 14, 2016), as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment.

- (a) Amending Section 3. Term of the Animal Contract (originally dated July 14, 2016) by replacing the paragraph with the following language:

This contract shall be in force and effect six (6) years from the date of signing through September 30, 2023, however, either party may terminate this agreement for cause upon thirty (30) days written notice to the other party, and notified party's failure to cure or correct the cause of the termination notice, to the reasonable satisfaction of the party giving such notice, within sixty (60) days of the receipt of said notice. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this agreement without the prior written consent of the other.

At expiration of the agreement, the term shall be month to month, subject to agreement by both parties. The City has the option to renew this agreement if DCHS agrees to do so for another six (6) year term.

- (b) Amending Section 4. Compensation of the Animal Contract (originally dated July 14, 2016) by replacing the section with the following language:

In consideration of the services herein provided, the City agrees to pay DCHS the sums specified herein below; payable as follows:

A total of \$92,365.00 the first year of the term,
A total of \$97,445.00 the second year of the term,
A total of \$100,339.00 the third year of the term,

A total of \$103,319.00 the fourth year of the term,
A total of \$106,388.00 the fifth year of the term, and
A total of \$109,547.00 the sixth year of the term.

Payments are in monthly installments after services are rendered.

Further, DCHS shall be entitled to a sum equal to \$1.00 issuance fee per license of the license fees collected by DCHS for licensing animals pursuant to ordinances and regulations of the City of Fremont, Nebraska.

All impound release fees collected by DCHS shall be retained by DCHS and shall not be considered as Compensation to DCHS hereunder.

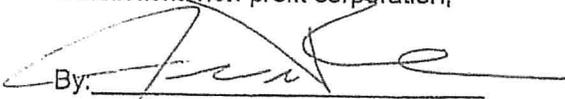
2. General Terms.

- (a) Except to the extent expressly modified by this Amendment #1 to Animal Contract (originally dated July 14, 2016), all other terms and conditions of said Agreement will remain unmodified and continue in full force and effect. Any reference to the Animal Contract (originally dated July 14, 2016) will be deemed to refer to the Agreement as amended hereby, unless otherwise expressly stated.
- (b) Governing Law. This Amendment No. 1 to the Animal Contract (originally dated July 14, 2016) will be governed by the laws of the State of Nebraska.
- (c) Counterparts. This Amendment No. 1 to the Animal Contract (originally dated July 14, 2016) may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, City and DCHS have duly executed this Amendment as of the date first written above.

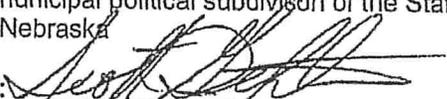
DODGE COUNTY HUMANE SOCIETY,

a Nebraska non-profit corporation,

By: 
Jonathan Rohlf, Chair

CITY OF FREMONT, NEBRASKA,

a municipal political subdivision of the State of Nebraska

By: 
Scott Getzschman, Mayor

ATTEST


Tyler Ficken, City Clerk

APPROVED AS TO FORM


Paul Payne, City Attorney



**CITY OF
FREMONT
NEBRASKA**

**ANIMAL CONTROL CITIZEN ADVISORY BOARD MEETING AGENDA
September 16, 2020 - 6:00 PM
City Council Chambers 400 East Military, Fremont NE**

In the interest of public health and safety, this meeting will be available online through the Zoom link below. Citizens may also call into the meeting with the phone number below:

<https://zoom.us/j/97129867477>

Or iPhone one-tap :

US: +13462487799,,97913235425# or +16699009128,,97913235425#

Or Telephone:

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

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592

Webinar ID: 971 2986 7477

If joining by phone, press *9 to raise your hand and *6 to mute/unmute yourself when called to speak
If joining through Zoom video conference, please submit comments through the "chat" function

Zoom Tutorial:

https://support.zoom.us/hc/en-us/articles/206618765-Zoom-Video-Tutorials?_ga=2.150510262.1497980210.1584968460-1067452037.1584536802

MEETING CALLED TO ORDER

ROLL CALL

- A. Approve August 12, 2020 minutes
- B. Roll Call
- C. Request to ask chief of police to clarify the procedures and understandings they have with DCHS on the handling of abused/neglected dogs and animal's at large tickets/reports and response

D. Request for items

1. Exhibit B federal immigration verification system-where is a copy of the certificate?
2. Number 16 code provisions
3. Item B make such records and accounts available for audit purposes to the financial director or any other authorized city representative at any time
4. Copy of policies and standard operating procedures in accordance with city and state ordinances and contracts that are binding with DCHS
5. Does DCHS have a vet tech on staff
6. DCHS compliance with city code and state law as part of the "required" terms and conditions of the animal control contract.
7. Records of spay/ neuters done for the last 2 years.
8. Last 2 years of micro chipping records

E. Subcommittees

1. Complaints/concerns and emails
 - A. No subcommittee report filed by agenda time
 - B. Requested placed on agenda for emails between Martha Niday, Jamie Parsons, Austin Zimmerman and Tamar Reed
 - C. Email and adoption contract concerning Bessie the dog
2. Contract review committee
 - A. Report submitted of contract findings from our two meetings

- F. A motion to dissolve DCHS advisory committee and turn report over to the council of our findings

ADJOURNMENT

g. Sub Committee would like to know how is the compliance office listed in exhibit B

h. Subcommittee is meeting again on August 18th @ 6:00

B. Email/investigation/concerns and comments subcommittee (no report received). No action was taken.

3. Martha Bang to speak on the topic of her experience with animal care that she encountered as a past board member with DCHS as it relates to the animal Contract (no more than 5 minutes). The board listened to the speaker, no action was taken.
4. Amanda Comstock to speak on the topic of animal care as a past employee of DCHS as it relates to the animal control contract (no more than 5 minutes). The board listened to the speaker, no action was taken.
5. Dr. Grant Little from Arlington Vet Hospital to speak about animal care as it relates to the animal contract (no more than 5 minutes). The board listened to the speaker; no action was taken.
6. Alexis Winter to speak about experience with DCHS as it relates to the animal contract (no more than 5 minutes). The board listened to the speaker; no action was taken.
7. Kassi Construck to speak about experience with DCHS as it relates to the animal contract (no more than 5 minutes). The board listened to the speaker; no action was taken.
8. Public comment. The board listened to comments from the public; no action was taken.

ADJOURNMENT. Motion made by Kracl, seconded by Stewart to adjourn; time: 7:26 PM. Voting Yea: Platt, Kempenar, Stewart, Kracl, Shanahan, Homan. Motion carried.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA
REGULAR ANIMAL CONTROL CITIZEN ADVISORY BOARD FOR AUGUST 12, 2020.

Chairperson

Secretary

Animal control advisory committee status report on contract review

This committee is the following members from the DCHS advisory Board

Becky Pence, Danielle Platt, Janet Stewart and Shawn Shanahan

We believe the following report can be submitted to city council for review and for them to develop the next steps.

Section in the contract-1-Dutites of the City

a),	Group current does not see any violations	No further follow up needed
b),	Group current does not see any violations	No further follow up needed
c),	Group current does not see any violations	No further follow up needed
d),	Unclear to this committee who was in charge of fulfilling this requirement for accountability and oversight We believe this is in violation.	A few items for further review and potential concern moving forward. <ol style="list-style-type: none"> 1. Tickets of animals at large- are they being done 2. Accountability of budget submission/review 3. Ensure addendum A of the contract is being followed 4. Ensure that animals at large are reported to police department and city oversight of roles and responsibilities 5. Still questions of chief of police letter submitted and if being followed letter dated (December 2019)
e),	Unclear what has been subscribed, but have a recommendation	Our subcommittee recommends the city and DCHS adopt a system that meets all reporting requirements and the needs of our city police/animal control. Clarification of what records and reporting intervals are required (annually,

		quarterly, monthly could be achieved by listing on one administrative check list or chart.
f),	Unclear if ever been asked for or submitted	The need to be clear on expectations and what requirements, frequency and who will be reviewing them and reporting back
g),	Group current does not see any violations	No further follow up needed

Section in the contract-2-Duties of DCHS

a),	<p>Group strongly encourages a new monthly report. The current report is hand written numbers and the monthly report never matched the computer printout, not the numbers from the following month.</p> <p>We believe this is in violation</p>	<p>A new monthly report needs to be created.</p> <ol style="list-style-type: none"> 1. Number in shelter beginning of the month 2. Number of animals adopted 3. Number of animals found at large and were police notified 4. Number of animals returned home and tickets given 5. Number of animals seen by licensed veterinarian 6. Number of animals put down 7. Number of animals sent to rescue, community partners or foster homes 8. Number in shelter at the end of the month 9. Any concerns the city should be aware of 10. We recommend the monthly report be signed off by board chair, approved at board meeting and sent to city
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		This would avoid some confusion and allow for accurate accountability from DCHS to provide to the city per the contract
b),	Group current does not see any violations	No further follow up needed
c),	Our committee is requesting more time and/or waiting for the other subcommittee (concerns complaints to verify) WE believe there are some concerns in this area that should be reviewed by legal counsel.	Legal council would advise
d),	We believe this is in violation	We also recommend the city use legal counsel to advice and reference letter from Chief of Police asking to go on calls with DCHS.
e),	Group current does not see any violations	No further follow up needed
f),	We believe this is in violation	At this time we recommend the city compare this line item with exhibit A. We do at this current time believe some violations in exhibit A

Exhibit A-

8-We feel DCHS needs to follow this request. As well as the city needs to hold them accountable. We believe this is in violation.

However, we have begun to make some of the following recommendations in addition to our finding above.

We recommend the city council to ask DCHS to do the following to assist in creating a better alignment

1. Have DCHS pay for and bring in a consultant and review the team and leadership at DCHS. Evaluate strengths, gaps and develop a plan to meet the concerns of the community. This consultant should also assist them in staff leadership duties and board roles and responsibilities.

This consultant should also address the org chart, a plan to address concerns complaints, what additional training is need for staff on conflict resolution.

2. A recommendation for DCHS to create a communication committee out of board members and community members.
3. City and DCHS need to review and make addendums to the current contract to enhance services for animals as numbers seem to decline and lack of support as well as community concerns. the community trust and system appear to be broken
4. Enhance social media that will enhance adoption and dogs at large to be found by owners

This report sent to the subcommittee on 9/8/2020

Changes to be made by 9/11/202 for submission and approval for the 9/16/2020 meeting

Subcommittee members

Shawn, Danielle, Janet and Rebecca

From: yrglor@aol.com,

To: accab@fremontne.gov,

Subject: Animal Control Board Contract Question - Budget

Date: Tue, Aug 18, 2020 11:05 am

Animal Control Board

I understand that this Board was charged with investigating and compiling a fact-based list of Contract compliance/non-compliance issues. These questions likely fall under the purview of one or both of the recently appointed sub-committees.

I would like to suggest that your investigation include DCHS's compliance with the "required" terms and conditions of the Animal Control Contract I've highlighted in red (see Contract excerpt below). Hopefully your investigation will document compliance/non-compliance..

1. Has, and when, did an annual DCHS budget get prepared and delivered to the City Administration? (request copies from DCHS)
2. If so, to whom and when? (request City recipient copies for comparison)
3. For what years (2014 - 2020)?

ANIMAL CONTROL CONTRACT REQUIREMENTS

Contract section language at issue:

16) CODE PROVISIONS:

During the term of this Contract DCHS shall be familiar with and expressly follow the provisions of the Fremont Municipa1 Code **and shall be required to:**

- a. Maintain records and accounts, including property, personnel. and financial records, as prescribed by the City to ensure an accounting of all Contract expenses;
- b. Make such records and accounts available for audit purposes to the Finance Director or any other authorized City representative at any time;
- c. Retain such records and accounts for a period of five years;
- d. Submit an annual budget to the City Administration;**
- e. Not to exceed the limitations so established and not to shift amounts among line items without a properly executed modification of the Contract.
- f. Submit to the City Administration progress reports on a quarterly basis of all activities and functions for which funds of the City are received;
- g. Submit to the City Administration a Contract Completion Report and;
- h. Be subject to all federal. state and local legislation prohibiting discrimination, including Title VI of the Civil Rights Act, the Fair Employment Practices Ordinance and the provisions of the City Code of the City of Fremont.

From: yrglor@aol.com,

To: accab@fremontne.gov,

Subject: Animal Control Board Question - Budget limitations and Spending Variations

Date: Tue, Aug 18, 2020 11:27 am

Animal Control Board

I understand that this Board was charged with investigating and compiling a fact-based list of Contract compliance/non-compliance issues. These questions likely fall under the purview of one or both of the recently appointed sub-committees.

I would like to suggest that your investigation include DCHS's compliance with the "required" terms and conditions of the Animal Control Contract I've highlighted in red (see Contract excerpt below). Hopefully your investigation will document compliance/non-compliance..

1. Has, and when, did the DCHS prepare and deliver a report, make an offer proof, or request that the City to modify the Animal Control Contract for budget/spending variations? (request copies from DCHS)
2. If so, to whom and when? (request City recipient copies for comparison)
3. For what years (2014 - 2020)?

ANIMAL CONTROL CONTRACT REQUIREMENTS

Contract section language at issue:

16) CODE PROVISIONS:

During the term of this Contract DCHS shall be familiar with and expressly follow the provisions of the Fremont Municipal Code **and shall be required to:**

- a. Maintain records and accounts, including property, personnel, and financial records, as prescribed by the City to ensure an accounting of all Contract expenses;
- b. Make such records and accounts available for audit purposes to the Finance Director or any other authorized City representative at any time;
- c. Retain such records and accounts for a period of five years;
- d. Submit an annual budget to the City Administration;
- e. **Not to exceed the limitations so established and not to shift amounts among line items without a properly executed modification of the Contract.**
- f. Submit to the City Administration progress reports on a quarterly basis of all activities and functions for which funds of the City are received;
- g. Submit to the City Administration a Contract Completion Report and;
- h. Be subject to all federal, state and local legislation prohibiting discrimination, including Title VI of the Civil Rights Act, the Fair

Employment Practices Ordinance and the provisions of the City Code of the City of Fremont.

From: yrglor@aol.com,

To: accab@fremontne.gov,

Subject: Animal Control Board Question - Quarterly Funding Reports

Date: Tue, Aug 18, 2020 11:16 am

Animal Control Board

I understand that this Board was charged with investigating and compiling a fact-based list of Contract compliance/non-compliance issues..My questions likely fall under the purview of one or both of the recently appointed sub-committees.

I would like to suggest that your investigation include DCHS's compliance with the "required" terms and conditions of the Animal Control Contract I've highlighted in red (see Contract excerpt below). Hopefully your investigation will document compliance/non-compliance..

1. Has, and when, did this quarterly funding report get prepared and delivered to the City Administration? (request copies from DCHS)
2. If so, to whom and when? (request City recipient copies for comparison)
3. For what years (2014 - 2020)?

ANIMAL CONTROL CONTRACT REQUIREMENTS

Contract section language at issue:

16) CODE PROVISIONS:

During the term of this Contract DCHS shall be familiar with and expressly follow the provisions of the Fremont Municipa1 Code **and shall be required to:**

- a. Maintain records and accounts, including property, personnel, and financial records, as prescribed by the City to ensure an accounting of all Contract expenses;
- b. Make such records and accounts available for audit purposes to the Finance Director or any other authorized City representative at any time;
- c. Retain such records and accounts for a period of five years;
- d. Submit an annual budget to the City Administration;
- e. Not to exceed the limitations so established and not to shift amounts among line items without a properly executed modification of the Contract.
- f. **Submit to the City Administration progress reports on a quarterly basis of all activities and functions for which funds of the City are received;**
- g. Submit to the City Administration a Contract Completion Report and;
- h. Be subject to all federal, state and local legislation prohibiting discrimination, including Title VI of the Civil Rights Act, the Fair

Employment Practices Ordinance and the provisions of the City Code of the City of Fremont.

RE: DCHS Budgets and Reports

Elliott, Jeff

Tue 8/18/2020 9:24 AM

To: Yerger, Brad <Brad.Yerger@fremontne.gov>;

Brad,

I have no idea who handles this. My understanding is that Brian will be responding.

Hope this helps.

Jeff

From: Yerger, Brad <Brad.Yerger@fremontne.gov>

Sent: Friday, August 14, 2020 12:16 PM

To: Newton, Brian <Brian.Newton@fremontne.gov>; Elliott, Jeff <Jeff.Elliott@fremontne.gov>; Ficken, Tyler <Tyler.Ficken@fremontne.gov>; Wimer, Shane <Shane.Wimer@fremontne.gov>

Subject: DCHS Budgets and Reports

Could you please advise me as to who at City Hall is the designated recipient of, and who maintains the file, of the DCHS annual budgets and their quarterly expenditure tracking reports regarding the use of funds received from the City?

From: yrglor@aol.com,

To: accab@fremontne.gov,

Subject: Animal Control Board Question - Contract Completion Report

Date: Tue, Aug 18, 2020 11:21 am

Animal Control Board

I understand that this Board was charged with investigating and compiling a fact-based list of Contract compliance/non-compliance issues. These questions likely fall under the purview of one or both of the recently appointed sub-committees.

I would like to suggest that your investigation include DCHS's compliance with the "required" terms and conditions of the Animal Control Contract I've highlighted in red (see Contract excerpt below). Hopefully your investigation will document compliance/non-compliance..

1. Has, and when, did a Contract Completion Report get prepared and delivered to the City Administration? (request copies from DCHS)
2. If so, to whom and when? (request City recipient copies for comparison)
3. For what years (2014 - 2020)?

ANIMAL CONTROL CONTRACT REQUIREMENTS

Contract section language at issue:

16) CODE PROVISIONS:

During the term of this Contract DCHS shall be familiar with and expressly follow the provisions of the Fremont Municipal Code **and shall be required to:**

- a. Maintain records and accounts, including property, personnel, and financial records, as prescribed by the City to ensure an accounting of all Contract expenses;
- b. Make such records and accounts available for audit purposes to the Finance Director or any other authorized City representative at any time;
- c. Retain such records and accounts for a period of five years;
- d. Submit an annual budget to the City Administration;
- e. Not to exceed the limitations so established and not to shift amounts among line items without a properly executed modification of the Contract.
- f. Submit to the City Administration progress reports on a quarterly basis of all activities and functions for which funds of the City are received;
- g. **Submit to the City Administration a Contract Completion Report and;**
- h. Be subject to all federal, state and local legislation prohibiting discrimination, including Title VI of the Civil Rights Act, the Fair

Employment Practices Ordinance and the provisions of the City Code of the City of Fremont.

From: yrglor@aol.com,
To: accab@fremontne.gov,
Subject: Animal Control Board Question - Employment Forms
Date: Tue, Aug 18, 2020 11:42 am

Animal Control Board

I understand that this Board was charged with investigating and compiling a fact-based list of Contract compliance/non-compliance issues. These questions likely fall under the purview of one or both of the recently appointed sub-committees.

I would like to suggest that your investigation include DCHS's compliance with the "required" terms and conditions of the Animal Control Contract I've highlighted in red (see Contract excerpt below). Hopefully your investigation will document compliance/non-compliance..

1. Have, and when, did hired employees prepare their employment related W4 and I9 Forms? (request copies from DCHS)
2. Does a comparison of these Forms to payroll records indicate "all employees" (not volunteers) were in compliance with the Contract's stated standards?

ANIMAL CONTROL CONTRACT REQUIREMENTS

Contract section language at issue:

16) CODE PROVISIONS:

During the term of this Contract DCHS shall be familiar with and expressly follow the provisions of the Fremont Municipa1 Code **and shall be required to:**

- a. Maintain records and accounts, including property, personnel. and financial records, as prescribed by the City to ensure an accounting of all Contract expenses;
- b. Make such records and accounts available for audit purposes to the Finance Director or any other authorized City representative at any time;
- c. Retain such records and accounts for a period of five years;
- d. Submit an annual budget to the City Administration;
- e. Not to exceed the limitations so established and not to shift amounts among line items without a properly executed modification of the Contract.
- f. Submit to the City Administration progress reports on a quarterly basis of all activities and functions for which funds of the City are received;
- g. Submit to the City Administration a Contract Completion Report and;
- h. **Be subject to all federal, state and local legislation prohibiting discrimination, including Title VI of the Civil Rights Act, the Fair Employment Practices Ordinance and the provisions of the City Code of the City of Fremont.**

From: yrglor@aol.com,
To: accab@fremontne.gov,
Subject: Animal Control Board Question - City Code & State Law
Date: Tue, Aug 18, 2020 12:15 pm

Animal Control Board

I understand that this Board was charged with investigating and compiling a fact-based list of Contract compliance/non-compliance issues. These questions likely fall under the purview of one or both of the recently appointed sub-committees.

I would like to suggest that your investigation include DCHS's compliance with City Code and State law as part of the "required" terms and conditions of the Animal Control Contract. I've highlighted an investigatory issue in red (see the State Statute below). Hopefully your investigation will document compliance/non-compliance.

- 1) In particular have you investigated the Austin/Jessie Knupp material regarding the spaying, or lack there of, regarding their dog named Bessie. Their account and the dog's medical records were included in the City Council agenda support materials for the meeting that this Board was created.
- 2) The Knupp's account and Bessie's records should be closely scrutinized.

54-638.

Provision for spaying or neutering; when.

Provision shall be made for spaying or neutering all dogs and cats released for adoption or purchase from any public or private animal shelter, animal rescue, or animal control facility operated by a humane society, a county, a city, or another political subdivision. Such provision may be made by:

- (1) Causing the dog or cat to be spayed or neutered by a licensed veterinarian before releasing the dog or cat for adoption or purchase; or
- (2) Entering into a written agreement with the adopter or purchaser of the dog or cat, guaranteeing that spaying or neutering will be performed by a licensed veterinarian in compliance with an agreement which shall contain the following information:
 - (a) The date of the agreement;
 - (b) The name, address, and signature of the releasing entity and the adopter or purchaser;
 - (c) A description of the dog or cat to be adopted or purchased;
 - (d) A statement, in conspicuous bold print, that spaying or neutering of the dog or cat is required pursuant to this section; and
 - (e) The date by which the spaying or neutering will be completed, which date shall be (i) in the case of an adult dog or cat, the thirtieth day after the date of adoption or purchase or (ii) in the case of a pup or kitten, either (A) the thirtieth day after a specified date estimated to be the date the pup or kitten will reach six months of age or (B) if the releasing entity has a written policy recommending spaying or neutering of certain pups or kittens at an earlier date, the thirtieth day after such date.

Source

- [Laws 2003, LB 274, § 5;](#)
- [Laws 2010, LB910, § 9.](#)

Austin Knupp

Personal Experience with DCHS

April 24, 2020

My wife Jessie and I adopted our dog, Bessie, from our son-in-law and daughter in November of 2019. Our son-in-law had adopted her from the humane society back in 2017. Bessie had been in perfect health ever since we got her up until the week of April 20, 2020. Jessie had noticed spots of blood on the floors of our home, and we traced the spots back to Bessie. We immediately called the Animal Medical Clinic in downtown Fremont and got her in as soon as possible. After meeting with the veterinarian there, they said that there is no spay scar and concluded that she may just be in heat. The vet then asked if they could run some blood tests to see if Bessie has a condition called pyometra, which could lead to the reason she is bleeding. After the blood tests came back, the Animal Medical Clinic said Bessie may as well be a puppy on paper, her tests came back great. They offered us to schedule Bessie for a spay surgery as well as get a biopsy on some tumors within her breast chains. I told them that I was going to get ahold of the DCHS to see if they could correct this situation considering they aren't supposed to be adopting out animals that haven't either been spayed/neutered.

I called DCHS once a day for 4-5 days, before finally being able to speak with their director; Tamar Reed. She told me I could bring Bessie into the DCHS and that she would drive her up to the Arlington Pet Hospital for an exam to see if she was spayed or not. That was the first red flag. I proceeded to tell Tamar that if she already had a couple of other appointments scheduled there, I would just drive Bessie there myself and meet her at the Pet Hospital. Tamar

continued trying to convince me of just dropping Bessie off directly to her at the DCHS (second red flag). I finally reached the point where I needed to get the point across to her that I was not willing to drop Bessie off at the DCHS and would meet her there. I could tell Tamar was irritated with this, however, she proceeded to tell me to meet her in Arlington.

Bessie and I left the house immediately after the phone call with Tamar. We arrive in front of the Pet Hospital in Arlington. We parked right next to the DCHS van that Tamar was sitting in. I get out of my vehicle, put Bessie on her leash, and take a walk with her over to an empty lot directly next to the Pet Hospital so she could relieve herself. Tamar had seen both Bessie and myself and not once got out of the van to introduce herself, ask any questions regarding the health and well-being of Bessie, or fill me in on any details as to what the Pet Hospital was going to be doing with Bessie.

Bessie and I stood outside of the Pet Hospital waiting for a vet tech to come out (no one, except employees were allowed inside due to COVID-19). About the same time a vet tech stepped outside, Tamar rolled the van window down and asked if my dog was Jetta (DCHS had this name on file when she first arrived there back in 2017). I told her yes it was, and she said to hand Bessie over to the vet tech so they could perform an exam. Tamar sat in the DCHS van, I sat right next to the van in my vehicle for an hour to an hour and a half. During this time, no vet tech came out to ask me ANY questions about Bessie. NONE. They only spoke with Tamar (third red flag). After the said amount of time had elapsed, Tamar approached me and asked where the original adopter was (my son-in-law). I asked her why that mattered. She proceeded to tell me that since my son-in-law was not present with me, Bessie now belonged to the DCHS, and she was going into get Bessie and take her back to the humane society.

Immediately after Tamar telling me this, she walks into the Pet Hospital (where no one else was allowed to go in with their pets), and walks back out with Bessie, loads her up into the DCHS van and tells me to have our son-in-law get ahold of them if we want to get Bessie back. After she left, I called the Fremont Police Department. They told me to call the Washington County Police Department since the incident happened in Arlington. I called Washington County, got ahold of a deputy, and gave the deputy the DCHS phone number so he could call and get things straightened out. The deputy then calls back and tells me there is nothing they can do because of the "contract" the DCHS has with adopters. The contract states that if you give up possession of an adopted animal, for any reason, the animal belongs back to the DCHS. Anything else would be considered a breach of the contract. This contract would make sense to me under normal circumstances, however, when adopting an animal from the DCHS you are also getting a spayed/neutered cat or dog, plus the microchip they place in the animal. If the DCHS never spayed Bessie in the first place, how is any contract regarding Bessie valid?

The above experience, was just the experience my family and I have had with the DCHS and Tamar Reed. There have been many similar experiences before ours and there will continue to be if nothing is done. We were fortunate in the fact that, in the end, we did get Bessie back. It is clearly obvious that there has been an abundance of issues regarding the DCHS. Citizens in this town do not orchestrate a peaceful protest towards a business that has sound practices and a positive relationship with the community.

I request that this experience of ours be put in the public record and discussed between our city council members.

Thanks,

Austin J. Knupp



Ice Knupp
E 4th
Fremont, Nebraska 68025 USA

Dodge County Humane Society
787 S. Lehigh Road
Fremont, Nebraska 68025 USA
dodgecountyhumane.society@gmail.com
www.fremontdchs.com

Person ID: P35399645
Tel: 402-620-8111 Ext:
tobias@doggyguardians.org

Information	Name:	Bessie	Types:	DOG	Gender:	Female
ID: A35505241	DOB:	7/10/2011	Breed:	Rescue/ Labrad/Mix	Altered:	Unknown
987000410220025	Current Age:	8 y 9 m 17 d	Color:	Black	Size:	Large
24PetWatch	Age Group:	Adult	Pattern:		Weight:	83.60 pound

Dodge County Humane Society Pet Adoption Agreement

Thank you for lending a helping hand!

Adopting a companion animal is a life-long commitment and a great responsibility:

in consideration of receiving the animal described from the Dodge County Humane Society (DCHS), I agree to accept this animal as a companion pet and I agree to provide proper and sufficient food, adequate shelter, exercise, annual veterinary care and loving humane treatment at all times. If I do not abide by this provision, or any of the provisions listed below, I agree to forfeit custody of this animal to DCHS.

I agree to make annual appointments with my veterinarian for an annual physical examination, vaccinations, boosters/medications, etc. This pet is due for: _____ or sooner if their issue or concern develops. I will provide competent veterinary care for this animal in case of illness or injury.

Adopted pets, within 5 days of adoption date, may receive a discounted wellness visit with participating veterinarians and Arlington Vets. Please let your vet know you adopted from Dodge County Humane Society if they participate when scheduling the appointment.

Please note that DCHS will NOT pay for or reimburse me for any future veterinary expenses after the adoption date.

Registration for a complimentary month of free pet health insurance must be completed via email within 7 days of adoption date. Please refer to your 24PetWatch packet for health insurance and microchipping information.

I agree not to gift, sell, and trade, give away, or otherwise dispose of this animal. Should I find myself unable or unwilling to comply with this contract, or that I no longer want this animal, I agree to notify Dodge County Humane Society immediately to make arrangements to return the animal and to abide by their placement procedures.

Because this animal's microchip number is registered with 24PetWatch, a national registry microchip base, I will keep 24PetWatch informed of any phone number and/or address change.

5. I agree not to allow this animal to run at large or to become a public nuisance. I will comply with the animal control ordinances applicable to the area in which I live. I agree that I will be responsible for checking to see if the city/town in which I live requires animals to have a city license, and assure that license requirements are followed.

6. I agree to keep a safe and properly fitting collar and current ID tag on this animal at all times. I will notify DCHS immediately if this animal is lost or stolen.

7. I agree not to permit this animal to be used for the purpose of fighting, baiting, breeding, or experimentation.

8. I agree not to leave my pet unsupervised in a vehicle regardless of the temperature or length of time.

9. **STERILIZATION AGREEMENT:** I understand that this animal is required to be sterilized (if not already spayed or neutered) by a licensed veterinarian. If not already sterilized, I agree to work with DCHS staff and participating veterinarian clinic(s) to have the procedure done at the appropriate time. Approximate date for the procedure to be completed by: See Contract

10. Nebraska State Law requires cats and dogs be inoculated for rabies. I agree that this animal will be inoculated for rabies in accordance to city/town ordinance and/or state law.

12. I UNDERSTAND THAT ALL ADOPTION FEES ARE NON-REFUNDABLE and NON-EXCHANGABLE

13. I understand that the DCHS makes no representation, warranty, or guarantee as to the breed, health, disposition or expected life span of any animal. I understand that DCHS has administered the vaccines and medications as listed on the attached form. I also understand that the animal has displayed no evidence of illness or health problems during its stay at the adoption center, except as disclosed on the attached form. DCHS makes no representation, guarantee or warranty that the animal does not bite or scratch.

I, the undersigned, hereby certify that the information given to Dodge County Humane Society in my Adoption Application and Agreement are truthful and accurate. I certify that I am not under 19 years of age and that I am the home owner or have management/landlord permission to adopt the above animal. I breach any of the terms and conditions of this contract I UNDERSTAND and AGREE that I will willing forfeit custody and Dodge County Humane Society will repossess the animal.

Signed by: Jessica Krupp

Date: April 27, 2020

DCHS Representative: Tina D

Date: 4/27/20

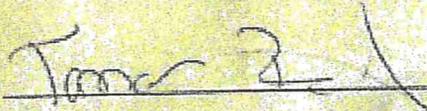
Contract for spaying or neutering

This Contract is entered into between Jessie Knupp and the Dodge County Humane Society on April 27th, 2020.

Jessie Knupp understands that Nebraska is a mandatory spay and neuter state pursuant to Neb. Rev. Stat. § 54-638.

Jessie Knupp agrees pursuant to subsection (2) of Neb. Rev. Stat. § 54-638 that he will be solely responsible for spaying Bessie the black dog on or before May 27th, 2020.

In consideration for this agreement, Dodge County Humane Society has waived all adoption fees.



Tamar Reed, Executive Director
Dodge County Humane Society
787 S Luther Rd
Fremont, NE 68025



MUST LIST FULL ADDRESS

224 E 4th Street
Fremont, Ne 68025

Patient History

Client: Beaumont, Derek (8817)
 Phone: (402) 720-9074
 Address: 110 S Myrtle St
 Hooper, NE 68031

Patient: [unclear]
 Species: [unclear]
 Age: [unclear]
 Color: [unclear]

Breed: Retriever, Labrador
 Sex: Spayed Female

Date	Type	Staff	History
			RDWs 43.0 RDWcv 15.1 Sample ID: 1277 Mode: Dog Doctor: [unclear]

0.0 - 0.0
 0.0 - 0.0

Bessie

Requisition ID: 110390

9/4/2018 L

Test	Final Result	Reference Range
ALB	3.7 g/dl	2.5 - 4.4
ALKP	33 U/L	20 - 150
ALT	44 U/L	10 - 118
AMYL	554 U/L	200 - 1200
BUN/UREA	10 mg/dl	7 - 25
Ca	10.0 mg/dl	8.6 - 11.8
CREA	0.9 mg/dl	0.3 - 1.4
GLU	97 mg/dl	60 - 110
PHOS	3.5 mg/dl	2.9 - 6.6
Potassium	4.5 mmol/L	3.7 - 5.8
Sodium	155 mmol/L	138 - 160
TBILL	0.3 mg/dl	0.1 - 0.6
TP	5.8 g/dl	5.4 - 8.2
GLOB	2.6 g/dl	2.3 - 5.2

PROFILE: Comprehensive Diagnostic
 Sample Type: Dog
 Patient ID: 110390
 Gender: Spayed
 Age: 2 Years
 Operator ID: [unclear]
 Rotor Lot Number: [unclear]
 Serial Number: [unclear]
 QC OK HEM 2+ [unclear] TCT 0

- 9/4/2018 B 2 1.00 Office Call/Brief Exam (202) by RED
- 9/4/2018 B 2 1.00 X-RAY SINGLE VIEW (8820) by RED
- 9/4/2018 B 2 1.00 CBC (COMPLETE BLOOD COUNT) (401) by RED
- 9/4/2018 B 2 1.00 SMA 24 (414) by RED
- 9/4/2018 B 2 1.00 VENA PUNCTURE/BLOOD DRAW (235V) by RED
- 9/1/2018 CK 2 thought dog was spay, is dripping blood
- Reason for Visit: Exam/Office Visit/Appointment
- Date Patient Checked Out: 09/04/18 Practice 1
- 5/23/2018 I 3 YOUR PET MAY EXPERIENCE SOME LETHARGY AND SORENESS FROM THE VACCINATIONS. THIS IS NORMAL WITH VERY YOUNG ANIMALS. IF THIS PERSISTS LONGER THAN 24 HOURS, PLEASE CALL OUR OFFICE.
- 5/23/2018 V LT May 23, 2018 01:52 PM Staff: LT

B: Billing, C: Mad note, CB: Call back, CK: Check-in, CM: Communications, D: Diagnosis, DR: Declined to history, E: Examination, ES: Estimates, I: Departing Instr., L: Lab result, M: Image cases, P: Prescription, PA: PVL Accepted, PB: Problem, PE: Performed, PR: PVL Recommended, R: Correspondence, T: Images, TC: Tentative med note, V: Vital signs

Owner has called and said the dog was given to them by a family member who was no longer able to care for her

Dog was originally adopted from the Dodge County Humane Society

Patient is lactating, has mildly engorged mammary tissue and an enlarged vulva

Cytology of fluid revealed RBCs, normal estrus cells, and no bacteria -

No spay scar. Dx patient is having a heat cycle (intact)

Owner is going to check with Humane Society because adoption fee should have covered cost of surgery

1 Unit(s)

APRIL 10, 2020

Phone: 402-721-2201
Fax: 402-721-8515
vets@animalclinicdowntown.com

PATIENT HISTORY

(04/01/2020 - 04/24/2020)

Patient Information

Patient: Bessie
Breed: Labrador Retriever (canine)
Sex: Female (intact)
Color: Black
Age: 8 Years
Birthdate: 04/18/2012 (est.)
Weight: 88 lbs
Chip:

OWNERS

Name	Address	Phone	Email
Austin & Jessica Knupp	524 East 4th Street, Fremont, Nebraska 68025	Mobile: 402-620-8097	ajknaupp92@gmail.com

VISITS

Date	Visit Complaint
04/20/2020	Blood drops coming from vaginal area

VITAL SIGNS

Date	Type	Value	Notes
04/20/2020	Heart Rate	96 bpm	
04/20/2020	Temperature	101.8 F	
04/20/2020	Weight	88 Lbs	BCS 3/5

DIAGNOSTICS

Date	Type	Value	Notes
04/20/2020	Color of Gums	pink	Within Normal Limits

EDICAL RECORDS

LABORATORY / DIAGNOSTIC RECORD

Patient and Owner Information

Patient:	Bessie	Owner:	Austin & Jessica Knupp
Breed:	Labrador Retriever (canine)	Address:	524 East 4th Street Fremont, NE 68025
Sex:	Female (intact)	Phone:	402-620-8097
Color:	Black	Email:	ajknaupp92@gmail.com
Age:	8 Years		
Birthdate:	04/18/2012 (est.)		
Weight:	88 lbs		
Chip:			

Summary

Items: SediVue Urinalysis

Ordered: 04/20/2020

Received:

Source: IDEXX VetLab Station

Notes:

LABORATORY / DIAGNOSTIC RECORD

Patient and Owner Information

Patient:	Bessie	Owner:	Austin & Jessica Knupp
Breed:	Labrador Retriever (canine)	Address:	524 East 4th Street Fremont, NE 68025
Sex:	Female (intact)	Phone:	402-620-8097
Color:	Black	Email:	ajknaupp92@gmail.com
Age:	8 Years		
Birthdate:	04/18/2012 (est.)		
Weight:	88 lbs		
Chip:			

Summary

Items: Abaxis: Comprehensive Diagnostic Profile

Ordered: 04/20/2020

Received: 04/20/2020

Source: VS2-1

Notes:

Abaxis: Comprehensive Diagnostic Profile

Test	Result	Reference Range
ALB	4.3	2.5-4.4 g/dL
ALP	68	20-150 U/L
ALT	84	10-118 U/L
AMY	580	200-1200 U/L
TBIL	0.4	0.1-0.6 mg/dL
BUN	12	7-25 mg/dL
CA	10.8	8.6-11.8 mg/dL
PHOS	4.6	2.9-6.6 mg/dL
CRE	0.6	0.3-1.4 mg/dL
GLU	110	60-110 mg/dL
NA+	147	138-160 mmol/L
K+	3.8	3.7-5.8 mmol/L
TP	7.2	5.4-8.2 g/dL

LIP

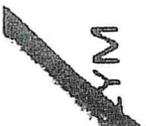
0

0-0

ICT

0

0-0



SYM	0.90	1-4.8 10 ⁹ /l
MON	0.64	0.2-1.5 10 ⁹ /l
NEU	7.71	3-12 10 ⁹ /l
LY%	9.6	0-100 %
MO%	6.8	0-100 %
NE%	82.5	0-100 %
EOS	0.07	0-0.8 10 ⁹ /l
EO%	0.8	0-100 %
BAS	0.02	0-0.4 10 ⁹ /l
BA%	0.3	0-100 %

04/20/2020 03:43 PM Abaxis: Complete Blood Count (CBC)
(Lori Marcum)

04/20/2020 03:43 PM Abaxis: Comprehensive Diagnostic Profile
(Lori Marcum)

04/20/2020 03:27 PM Ultrasound Bladder
(Lori Marcum)

04/20/2020 03:19 PM SediVue Urinalysis
(Lori Marcum)

04/20/2020 03:18 PM Sick Pet Exam
(Lori Marcum)

Subjective
Blood droplets from vulva for the last couple of days - owners think UTI
Patient did not eat today, normal appetite before
White discharge from eyes
Feeding Pedigree 2 cups BID

Objective Abdomen Notes
Palpates non-painfully

Objective Cardiovascular Notes
Within Normal Limits

Objective Lymph Nodes Notes
Within Normal Limits

Objective Musculoskeletal Notes
Within Normal Limits

Objective Nasal Notes
Within Normal Limits

Objective Neurologic Notes
Within Normal Limits

Objective Ocular Notes
Within Normal Limits

Objective Oral Notes
Dental Calculus II/IV
Within Normal Limits

Objective Otic Notes
Within Normal Limits

Objective Respiratory Notes
Within Normal Limits

Objective Skin Coat Nails
Within Normal Limits

Objective Skin Coat Notes
Within Normal Limits

Objective Urogenital Notes
Within Normal Limits

Assessment
Patient presented for blood droplets from vulva
Sedivue urinalysis - does not indicate UTI
Ultrasound of bladder - normal thickness of bladder wall, no debris within bladder

able to care for her

Dog was originally adopted from the Dodge County Humane Society

Patient is lactating, has mildly engorged mammary tissue and an enlarged vulva

Cytology of fluid revealed RBCs, normal estrus cells, and no bacteria -

No spay scar. Dx patient is having a heat cycle (intact)

Owner is going to check with Humane Society because adoption fee should have covered cost of surgery

003:18 Exam, Office Call
(Lori Marcum)

Quantity

1 Unit(s)

Pet Adoption Agreement

Thank you for lending a helping hand!

Adopting a companion animal is a life-long commitment and a great responsibility.

In consideration of receiving the animal described from the Dodge County Humane Society (DCHS):

1. I agree to accept this animal as a companion pet and I agree to provide proper and sufficient food, water, adequate shelter, exercise, annual veterinary care and loving humane treatment at all times. If I do not abide by this provision, or any of the provisions listed below, I agree to forfeit custody of this animal back to DCHS.

2. I agree to make annual appointments with my veterinarian for an exam/vaccinations/boosters/medications, ect. This pet is due for: 3/17/18 or sooner

if another issue or concern develops. I will provide competent veterinary care for this animal in case of illness or injury.

Adopted pets, within 5 days of adoption date, may receive a discounted wellness visit with participating Frariont and Arlington Vets. Please let your vet know you adopted from Dodge County Humane Society and ask if they participate when scheduling the appointment.

I agree that DCHS will NOT pay for or reimburse me for any future veterinary expenses after the adoption.

Registration for a complimentary month of free pet health insurance must be completed via email within 7 days of adoption date. Please refer to your 24PetWatch packet for health insurance and microchipping information.

I agree that I will not sell, give away, or abandon this animal. Should I find myself unable or unable to properly care for this animal, I agree to notify Dodge County Humane Society and make arrangements for the return of the animal to be made by

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Complaint Information Form

NEBRASKA

Good Life. Great Roots.

DEPARTMENT OF AGRICULTURE

| Commercial Dog and Cat Operator Inspection Act

| Animal and Plant Health Protection | P.O. Box 94947, Lincoln, NE 68509

| (Office) 402-471-2351 | (Fax) 402-471-6876 | www.nda.nebraska.gov

Date *	Method	Time
04/27/2020	PHONE	02:30 pm

Complainant: [Person Making the Report]

Name

Jessica Fincham

Address

821 North Nye

City State Zip

FREMONT NE

E-mail

Home Phone Request for Follow-Up Call Cell/Work

(973) 919-4006 YES

Complainee Facility License #

Facility Name

Owner Name

DODGE CO, HUMANE SOCIETY

Address

FREMONT NE

Phone Cell

Directions

Information Received

Concerns that a dog named Bessy, a 10year old black lab mix is receiving proper vet care. The dog was put into the Dodge Co. Shelter, this past Saturday 4-25-20. Dog was bleeding vaginally, and required vet. care. Confirm if the dog is needing, and receiving vet. care. Check shelter for compliance, check records to verify dogs are receiving vet. care

Follow-Up Action Taken

Records at the Dodge Co. Humane Society indicate the following history for the dog named Bessy. On 6-30-17, a stray dog was picked up, and dropped off at the shelter by Sheryl Nelson from Fremont. 7-17-17, Bessy, was adopted by Ray Jensen from Cedar Bluffs. On 7-19-17, Bessy was returned to the shelter by Ray Jensen, because the dog was too active. Bessy was adopted by Derek Beaumont from Nickerson on 7-31-17. On 4-24-20, Austin & Jessica Knupp from Fremont, take the dog to the Arlington vet. clinic, because the dog is spotting, and believe the dog, had not been spayed, per adoption contract with Dodge Co. Humane Society. Tamar Reed, shelter manager for Dodge Co. Humane Society arrives at the Arlington Vet. Clinic, and takes the dog, based on Austin & Jessica Knupp are not the owners of the dog, per adoption contract indicating Derek Beaumont as the owner of Bessy. On 4-27-20 Dodge County Humane Society adopts Bessy to Jessica Knapp. It does appear that on 4-24-20, when the dog was at the Arlington Vet. Clinic, that discussion did take place, indicating several things that could be causing the clinical sign's owner was noticing. The inspection of Dodge County Humane Society, was performed on 5-11-20. At that time the following non compliance item's were found. 1. Dogs, and cats need to be seperated in the facility, and in the drop off area. Compatible grouping was not in compliance. 2. Veterinary care plan was not available. Vet. care plan, needs to be completed by a veterinarian. On the inspection of 5-11-20, I did begin the process to check proper record keeping, at the Dodge County Humane Society. On 5-14-20, I did stop at the Dodge Co. Humane Society to complete the record keeping section of the inspection report. The findings are as follows. 1. Some euthanization records are not being completed. Dodge Co. Humane Society records do not match the records of the vet. clinic, that performs the euthanizing of dogs, and cats for the shelter. 2. Some disposition records are not accurate, or completed. On 5-14-20, I did find that the non compliant item's of the facility inspection of 5-11-20, have been corrected. Compatible grouping of dogs, and cats, and the emergency vet. care plan, are now in compliance. With the time restriction given to me in an email by Program Manager, Tom Dozler, on May 13th at 4:59pm informing me to have the report completed by the closing of the business day on Friday May 15th, 2020. With the time restrictions applied, this investigation has a limited scope. As noted the Dodge County Humane Society issues have been corrected.

Received By

Assigned To

Rick Herchenbach Rick Herchenbach

Complaint Status

INSPECTION CONDUCTED

Complaint Information Form

NEBRASKA

Good Life. Great Roots.

DEPARTMENT OF AGRICULTURE

| Commercial Dog and Cat Operator Inspection Act
 | Animal and Plant Health Protection | P.O. Box 94947, Lincoln, NE 68509
 | (Office) 402-471-2351 | (Fax) 402-471-6876 | www.nda.nebraska.gov

Date *	Method	Time
05/04/2020	PHONE	03:30 pm

Complainant: [Person Making the Report]

Name

Teresa Macrander-Joyce Stafford

Address

1825 North Keene

1012 North Hancock

City State Zip

FREMONT NE

E-mail

Home Phone Request for Follow-Up Call Cell/Work

(402) 936-3648 YES

Complainee Facility License #

ANIMAL SHELTER

Facility Name

Owner Name

DODGE CO. HUMANE SOCIETY

Address

FREMONT NE

Phone Cell

Directions

Information Received

Two pit bull dogs by the names of Gia & Keela, were taken in by the Dodge Co. Humane Society, in September 2018. After being at the shelter for 9 months, the dog Keela was euthanized in April 2019, because it had bitten Tamara Reed the shelter manager. The 2nd dog Gia, was released to a rescue somewhere in the Lincoln area. Check records to verify if Keela were actually euthanized, and if Gia went to a licensed rescue. Concerns also, included if dogs at the shelter are getting proper exercise, and check to see if program standards are in compliance at the shelter.

Follow-Up Action Taken

Records at the Dodge Co. Humane Society, and with the vet clinic used by the Dodge Co. Humane Society, indicate the following for the dog Keela. Keela was seized by Fremont Police for a bite quarantine on 8-18-18, it was returned to the owner on 8-25-18. On 10-1-18, Keela was seized again, by Fremont Police, for a bite quarantine, and placed in to the shelter. Keela was classified as aggressive, and was euthanized on 2-18-19, by the vet clinic. The dog Gia, was seized by Fremont Police, on 10-1-18, for a bite quarantine. Gia remained at the shelter, until 4-16-19, at which time the dog was released to Kristina Allan, who was informed that the dog could not stay in Fremont, due to the bite quarantine. Kristina Allan, informed me that Gia is now with Stephanie Wooten @ Lincoln. The inspection of the Dodge Co. Humane Society, was performed on 5-11-20. At that time the following non compliance's items were found. 1. Dogs and cats need to be separated in the facility, and in the drop off area. Compatible grouping was not in compliance. 2. Veterinary emergency care plan was not available. Vet. care plan needs to be completed by a veterinarian. On the inspection of 5-11-20, I did begin the process to check proper record keeping, at the Dodge Co. Humane Society. On 5-14-20, I did stop at the Dodge C. Humane Society to complete the record keeping section of the inspection report. The findings are as follows. 1. Some euthanization records are not being completed. Dodge Co. Humane Society records do not completely match the records of the vet. clinic, that performs the euthanizing of dogs, and cats for the shelter. 2. Some disposition records are not accurate, or completed. On 5-14-20, I did find that the non compliant item's of the facility inspection of 5-11-20, have been corrected. Compatible grouping of dogs, and cats, and a emergency vet. care plan, are now in compliance. With the time restriction given to me in an email by Program Manager, Tom Dozler, on May 13th at 4:59pm informing me to have the report completed by the closing of the business day on Friday May 15th, 2020. With the time restrictions applied, this investigation has a limited scope.

On May 7, 2020 I, Tom Dozler, Program Manager, requested Inspector Rick Herchenbach to do a routine inspection at the Dodge Co. Humane Society. As of May 13, 2020 Rick had not yet completed the routine inspection. On May 13, 2020, I again requested Rick to complete a routine inspection and have it submitted by the closing day on Friday May 15, 2020. A routine inspection takes about two hours and was completed on Friday May 15, 2020. Rick and I never engaged in a conversation reference the complaint. Dodge County Humane Society has made changes are in compliance.

Received By Assigned To
Rick Herchenbach Rick Herchenbach

Complaint Status
INSPECTION CONDUCTED

Animal Control, Shelter, and Boarding Kennel Inspection Report

NEBRASKA | Animal and Plant Health Protection
 | P.O. Box 94947, Lincoln, NE 68509
 Good Life. Great Roots. | (Office) 402-471-2351 | (Fax) 402-471-6876
 DEPARTMENT OF AGRICULTURE | www.nda.nebraska.gov

Facility License # Inspector
 AD2 RICK HERCHENBACH

Date * Purpose * Time In
 05/11/2020 COMPLAINT 09:00 AM

Facility Name
 DODGE COUNTY HUMANE SOCIETY

Owner Name
 TAMAR REED

Address
 787 S LUTHER ROAD
 FREMONT NE 68025

County

Email

Reason to believe a dog or cat is potentially abandoned or being cruelly neglected, cruelly mistreated, or a violation which may pose a significant threat to the health or safety of any dog or cat. (F)

# Dogs	# Puppies	# Cats	# Kittens
24	11	21	5

Dogs observed to be in good condition. Cats observed to be in good condition.
 Yes Yes

To be in compliance on and after
 05/27/2020

The Nebraska Legislature has determined that the Nebraska Department of Agriculture shall establish an inspection program for applicants and licensees to determine whether the requirements of care of the Commercial Dog and Cat Inspection Act are being met. Each applicant must pass a qualifying inspection before an initial license is issued. All licensed facilities are to be inspected at least one in a twenty-four (24) month period, but most facilities are inspected more frequently to monitor compliance, respond to complaints, or for educational and outreach reasons. Routine, biennial inspections are not scheduled.

The Nebraska Department of Agriculture (Department), through its Commercial Dog and Cat Operator Inspection Program, conducts inspections for the purpose of determining a licensee's compliance with the Commercial Dog and Cat Operator Inspection Act, Nebraska Revised Statutes §§54-625 through 54-643 (the Act), and the regulations cited as, 23 NAC 18.

HUMANE HANDLING, CARE, TREATMENT AND TRANSPORTATION OF DOGS AND CATS, 23 NAC 18-007

Requirement	In Compliance
01. Adequate Food - 007.01; 007.10; 9 C.F.R.3.9	Yes
02. Adequate Water - 007.01; 007.10; 9 C.F.R. 3.10	Yes
03. Compatible Grouping - 007.02 (D)	No
04. Veterinary Care - 007.05; 54-627.01	No

04a. Written Emergency Veterinary Care Plan (I) Out of Compliance

04b. Provision of Veterinary Care for dogs or cats which are sick, diseased, injured or lame (I) In Compliance

04c. Inadequate grooming for dogs resulting in skin irritation, skin infection, or an infestation of parasites (D) In Compliance

04d. Failure to seek veterinary medical care or to maintain a dog or cat in a healthy condition as evidenced by any injury or illness to a dog or cat which creates a substantial risk of death or which causes broken bones, prolonged impairment of health, or prolonged loss or impairment of the function of any bodily organ (F) In Compliance

04e. Failure to seek veterinary medical care or to maintain dogs in a healthy condition as evidenced by any injury or illness to a dog which has a high potential to adversely affect the health, well-being or safety of dogs but **does not meet** the definitions of abandonment, cruel mistreatment and cruel neglect or significant threat to health or safety of the dogs. (D) In Compliance

05-1. Exercise for Dogs - 007.06 Yes

05-2. Exercise Method - 007.06 OK

06. Employee Requirements - 003.06; 007.07 Yes

07. Pest Control - 007.08 (pests on dog or cat) Yes

Primary Enclosures – 54-641; 007.09

Requirements	In Compliance
08. Structure and Condition – 007.09 (D)	Yes
09. Sanitation – 007.09; 007.10	Yes
10. Tethering – 007.09 (D) Dogs are not tethered.	Yes

Tethering is prohibited for use as a primary enclosure.

General Requirements for All Housing Facilities – 007.10

11. Intentionally left blank	
12. Design and Construction – 007.10	Yes
13. Waste Disposal Procedures – 007.10 (I)	Yes
14. Intentionally left blank	
15. Proper Pest Control (Environment) – 007.10	Yes
16. Proper Drainage Method – 007.10	Yes
17. Adequate Shelter and Protection – 007.10(G); 007.09C	Yes
18. Storage – 007.10; 9 C.F.R.3.1 (I)	Yes
19. Maintain Proper Ventilation – 007.10(I) (D)	Yes
20. Indoor Housing, Heating, Cooling, and Temperature – 9 C.F.R. 3.2 (D)	Yes
21. Enclosed or Sheltered Part of Sheltered Housing Facilities – 9 C.F.R. 3.3 (D)	Yes
22. Indoor and Sheltered Housing Lighting – 007.11	Yes
23. Outdoor Housing – 007.12	Yes
24. Transportation – 007.13 (D)	Yes

Requirements

In Compliance

IDENTIFICATION - 008 (I)

25. Identification - 008 (I)

Yes

RECORD KEEPING - 010 (Animal Control Facilities and Animal Shelters)

26. Acquisition Records - 010.04 (I)

Yes

27. Disposition Records - 010.05 (I)

No

28. Health Records - 010.06 (I)

No

28a. Vaccination and treatment records

In Compliance

28b. Medical procedures performed

In Compliance

28c. Reasons for treatment or medical procedures

In Compliance

28d. Record of all offspring produced

In Compliance

28e. Death or euthanasia records

Out of Compliance

29. Records (Boarding Kennels) - 010.03 (I)

Yes

30. Licensees Restricted in Sales to Dealers - 012 (I)

Yes

Licensees shall not sell to dealers operating within the state who are not licensed under the Act and in accordance with the regulations.

Dogs observed to be in good condition.*
Yes

Cats observed to be in good condition.*
Yes

To be in compliance on and after Time Out
05/27/2020

STAT. 54-628 (3) & (4), REQUIRE YOU TO PAY A REINSPECTION FEE OF \$150 PLUS MILEAGE OF THE INSPECTOR WHEN THERE ARE VIOLATIONS REQUIRING A REINSPECTION

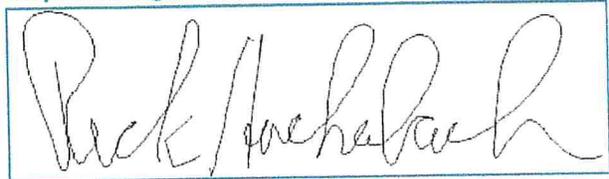
Comments

The inspection of the Dodge County Humane Society, was performed on 5-11-20. At that time the following non compliance item's were found. 1. Dogs and cats need to be seperated in the facility, and in the drop off area. Compatible grouping was not in compliance. 2. Veterinary emergency care plan was not available. Vet. care plan needs to be completed by a veterinarian. On the inspection of 5-11-20, I did begin the process to check proper record keeping, at the Dodge Co. Humane Society. On 5-14-20, I did stop at the Dodge County Humane Society to complete the record keeping section of the inspection report. The findings are as follows. 1. Some euthanization records are not being completed. Dodge County Humane Society records do not completely match the records of the vet. clinic, that performs the euthanizing of dogs, and cats for the shelter. 2. Some disposition records are not accurate, or completed. On 5-14-20, I did find that the non compliant item's of the facility inspection of 5-11-20, have been corrected. Compatible grouping of dogs, and cats, and a emergency vet. care plan, are now in compliance.

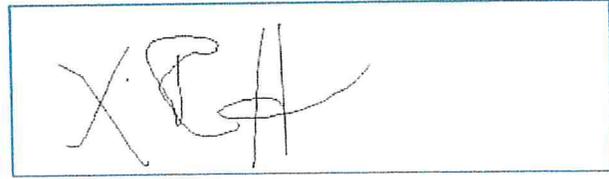
Inspector's Name
RICK HERCHENBACH

Licensee's Name

Inspector Signature



Licensee or Representative Signature



ANY AREA(S) NOTED AS OUT OF COMPLIANCE NEED TO BE CORRECTED WITHIN THE DATE SPECIFIED BY THE DEPARTMENT. A REINSPECTION MAY BE CONDUCTED TO ENSURE COMPLIANCE.

Reinspection Required*
YES

Photos Taken*
NO

This Inspection is rated as:
CONDITIONALLY ACCEPTABLE

Flagged Violations (F)
0

Direct Violations (D)
1

Indirect Violations (I)
3