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

REGULAR MEETING:

1. Meeting called to order

2. Roll call

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

4. Motion to adopt current agenda for February 11, 2020 Regular Meeting

BUSINESS FROM PREVIOUS MEETING:

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

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

7. Ordinance 5512 amending Chapter 3, Section 3-230 of the Fremont Municipal Code titled Municipal Sewerage System; charge and considerations for connections (final reading) (staff report)

8. Discussion Northeast Nebraska Solid Waste Coalition (NNSWC) budget and rates for the fiscal year ending September 30, 2020 (staff report)

9. Council Member Yerger item - Motion to authorize the City Attorney to research and draft a Conflict of Interest Policy for the City of Fremont that requires all elected City officials, all appointed officers, all hired City officials and all other decision-making appointed commissioners and board members to list and disclose any entity affiliations, trusteeships, executive committee positions, board member positions, business ownerships, partnerships, LLCs, or other private or consensual relationships that lend themselves to actual, potential or perceived conflicts of interest (report)

10. Receive update on the March 2019 Flood (staff report)

11. Resolution 2020-022 approving the FAA Airport Capital Improvement Plan (staff report)

12. Resolution 2020-023 of the City Council of the City of Fremont, Nebraska to authorize to approval of Architectural Services Agreement with Davis Design, Inc. for Design Services in connection with the Aircraft Terminal Building at the Fremont Airport (staff report)

PUBLIC HEARINGS:

13. Resolution 2020-026 approving the Class I Liquor License for Alto Kitchen and Bar at 317 N. Main Street (staff report)

14. Resolution 2020-027 of the City Council of the City of Fremont, Nebraska, to approve the Hidden Brook Preliminary Plat on property legally described as Lot 2 and Lot 3, Fountain Springs Estates Subdivision (staff report)

15. Resolution 2020-028 of the City Council of the City of Fremont, Nebraska, to approve the Hidden Brook Final Plat on property legally described as Lot 2 and Lot 3, Fountain Springs Estates Subdivision (staff report)

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

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

17. Receive Report of the Treasury (staff report)

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

19. Consideration of concrete license application, Denny Electric (staff report)

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

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

22. Move to approve the appointment the *Raegen* Mayberry Yount to the Library Board (staff report)

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

24. Resolution 2020-031 accepting and awarding an Energy Services Company contract to Navitas, LLC (staff report)

25. Resolution 2020-032 accepting the proposal and awarding the contract to HDR Engineering, Inc. for engineering design services for Substation H (staff report)

26. Resolution 2020-033 to authorize the execution of Reimbursement and Indemnification Agreement with WholeStone Farms Inc. (staff report)

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

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

UNFINISHED BUSINESS: requires individual associated action

29. Motion authorizing the Mayor to appoint Stan Darling to the Planning Commission (staff report)

30. Ordinance 5525 pertaining to the sale and conveyance of real estate to Travis J. Bird and Molly J. Bird, (second reading) (staff report)

31. Council Member Kuhns Item – reconsider Resolution 2019-209/2020-011 consider City Council Meeting Agenda Policy (staff report) (report)

NEW BUSINESS: requires individual associated action

32. Resolution 2020-034 to approve the Master Fee Schedule for the City of Fremont and to authorize Staff to assess those fees accordingly (staff report)

33. Resolution 2020-035 accepting and awarding the bid to Constructors, Inc. for the construction of the Bell Street Asphalt Overly project location on Bell Street between Linden Avenue and 23rd Street (staff report)

34. Resolution 2020-036 approve the contract with Great Plains Communications to upgrade broadband internet access and additional IP addresses for online services (staff report)

35. Resolution 2020-037 approving and awarding the bid in the amount of $85,300.00 to Dostal Construction Company, Inc. for all labor, materials and installation of a neighborhood splash pad in John C. Fremont Park (staff report)

36. Receive annual report from Library Board (staff report)

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

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

39. Council Member Yerger item: discussion of, and formal actions necessary, in regard to the January 28, 2020 meeting and Fremont Municipal Code Chapter 2.108 (8) provisions pertaining to proper behavior and decorum of City Council meetings

40. Adjournment

Agenda posted at the Municipal Building on February 5, 2020 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on February 5, 2020. This meeting is preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, is displayed in the Municipal Building and is open to the public The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

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

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

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

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

9. At the direction of the presiding officer, Open Public Comment Period Speaker Topics will be limited to those not covered by a published agenda

for any Study Session, or any regular City Council meeting.

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

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, Director of Planning

DATE: February 11, 2020

SUBJECT: Request of a change of zone from UR, Urban Residential to SC, Suburban Commercial

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Recommendation: Hold second reading of the Ordinance No. 5521

Background:

The properties described as Lot 1, Block 1, Khan Subdivision; Lot 1, Block 2, Khan Subdivision, and; Lots 20 and 21, Block 1, Khanate Subdivision are zoned UR, Urban Residential.

The properties front upon Clarkson Street and have been developed with commercial and office uses.

The Planning Director proposes to rezone these properties to SC, Suburban Commercial.

The properties were formerly zoned R-4, residential.

The former zoning ordinance allowed general offices by right and medical offices by conditional use permit in the R-4 zoning district.

The UDC does not allow general or medical offices in any of the residential districts.

The development on the properties are now considered to be non-conforming uses.

The offices are nicely developed and provide a transition from Clarkson St. to the residential uses to the west. The residential uses to the west back to the office uses- a situation that is desirable in a transition between land uses. Other commercial uses and SC zoning are located across the street to the east.

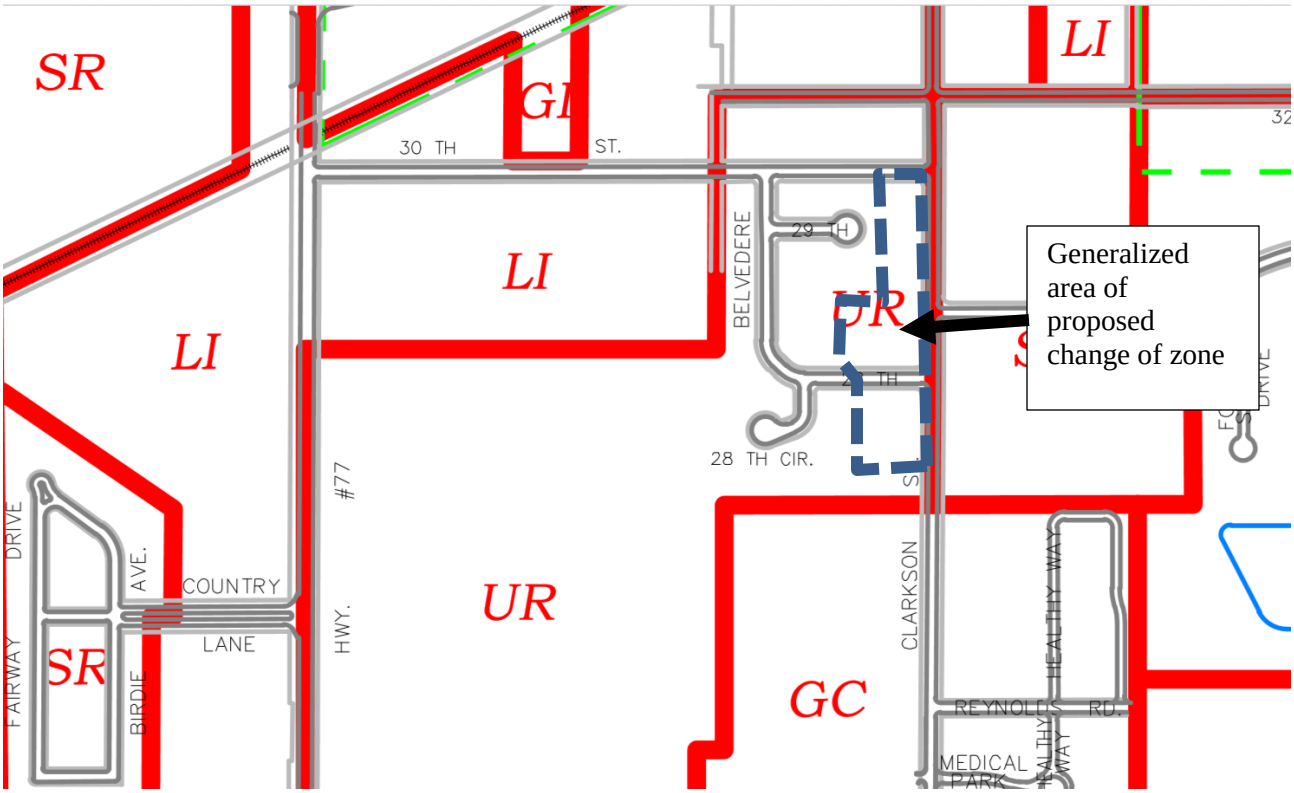
The owner of one of the properties intends to expand the building. The only way in which the owners of these properties can expand or rebuild is to change the zoning.

Since the properties are already developed with offices, there will not be an increased negative impact on the abutting residential properties.

Any additions or reconstruction to the existing offices will require additional screening,

in conformance with the UDC.

The Planning Commission held a public hearing on this item on December 16, 2019 and voted 9-0 to recommend approval.


SR
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Generalized area of proposed change of zone
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#77
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AVE.
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LANE
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UR
CLARKSON
HEALTHY WAY
SR
FAIRWAY
BIRDIE
GC
REYNOLDS RD.
MEDICAL PARK

Bloom
Optical

Steve Alcorn, Optometrist
2921 N. Clarkson St. | Fremont, Nebraska
(402) 721-8823 | Fax (402) 721-2482

Re: Rezoning of Lot 1, Block 1, Khan Subdivision; Lot 1, Block 2, Khan Subdivision; Lots 20 and 21, Block 1, Khanate Subdivision

Planning Commission and City of Fremont:

In regards to the rezoning of the above-referenced lots to Suburban Commercial as requested by the Director of Planning, we, the property owners of said lots, support approval of the rezoning request.

The four lots in question are already developed as commercial properties under conditional use permits issued under the prior zoning. This zoning change would simply bring these lots into compliance as built.

Sincerely,

Steve Alcorn for JAST, LLC

James Wewel Jodi Wewel

James and Jodi Wewel

X

Gregory Haskins/Fremont Eye Associates

Khantella Partnership

ORDINANCE NO. 5521

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING EXHIBIT B OF ORDINANCE 5427, SPECIFICALLY PORTIONS OF THE UDC, CHAPTER 11, ZONING, SUBDIVISION AND SITE DEVELOPMENT EXHIBIT B; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a request for a change of zone from UR Urban Residential to SC Suburban Commercial for property described as Lot 1, Block 1, Khan Subdivision; Lot 1, Block 2, Khan Subdivision, and; Lots 20 and 21, Block 1, Khanate Subdivision was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the changes are necessary; and

WHEREAS, a public hearing on the proposed change of zone was held by the Planning Commission on December 16, 2019 and subsequently by the City Council on January 14, 2020; and

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

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

SECTION 1. The zoning on the property legally described as Lot 1, Block 1, Khan Subdivision; Lot 1, Block 2, Khan Subdivision, and; Lots 20 and 21, Block 1, Khanate Subdivision is hereby changed from UR, Urban Residential to SC, Suburban Commercial.

SECTION 2. REPEALER. That any other section of said ordinance in conflict with this ordinance is hereby repealed.

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

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

PASSED AND APPROVED THIS 25th DAY OF FEBRUARY, 2020

_____

Scott Getzschman, Mayor

ATTEST:

_____

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP

DATE: February 11, 2020

SUBJECT: Proposed change to UDC

Recommendation: Hold second reading of Ordinance No. 5523

Background:

This is a request by Jarod Borisow to amend the definitions in 11-920 of Front Yard, Side Yard, Street Side Yard and Rear Yard.

The changes are proposed to clarify parking in commercial and industrial areas, particularly with landscaped buffer yards.

The Planning Commission voted 8-0, with one abstention to recommend approval at the December 16, 2019 Planning Commission meeting.

The proposed changes are as follows:

11-920 Definitions:

Front Yard. Open, landscaped area at grade between the front yard setback line(s) and the front lot line(s), and extending the full width of the lot. The front yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property. Parking may be utilized in the Front Yard except in required buffer yards.

Rear Yard. Open, landscaped area at grade between the rear] yard setback line(s) and the rear lot line(s) extending the full depth of the lot. The rear side yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property. Parking may be utilized in the Rear Yard except in required buffer yards.

Side Yard. Open, landscaped area at grade between the side yard setback line(s) and the side lot line(s), and extending the full depth of the lot. The side yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property, however it may be crossed by a sidewalk or driveway serving the property, including a driveway along the length of the side yard. Parking may be utilized in the Side Yard except in required buffer yards.

Street Side Yard. Open, landscaped area at grade between the street [side] yard setback line(s) and the street [side] lot line(s) extending the full depth of the lot. The street side yard shall be

reserved as a landscaped area. Parking may be utilized in the Street Side Yard except in required buffer yards.

CITY OF
FREMONT
NEBRASKA PATHFINDERS

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

ZONING APPLICATION

PROPERTY INFORMATION

Address of Property _____

General Location (*if no address is available*) _____

Brief Legal Description of Property _____

Description of Request Change U.D.C. article 9: Sec. 11-920 Definitions according to the attached document

An application may be filed only by the owner(s) of the property, or duly authorized officer or agent of the owner(s). By executing this application, he/she does hereby acknowledge the above statements to be true and accurate to the best of their knowledge, and understand that knowing and willful falsification of information will result in rejection of the application and may be subject to criminal prosecution.

I have received, read and understand the terms and conditions of this request, and agree to compliance with all applicable codes and ordinances of the City.

Signature	Print Name	Date
Jarod Borisow	Jarod Borisow	9-14-19

Office Use Only

Submittal Date _____ Project No. _____

Payment Amount _____ Receipt No. _____

Other Comments _____

Proposed UDC Change Relating to Setbacks and Landscape Bufferyards in GC and LI Districts

As proposed by: Jarod Borisow

As Written in UDC Article 9: Sec. 11-920 Definitions:

Front Yard. Open, landscaped area at grade between the front yard setback line(s) and the front lot line(s), and extending the full width of the lot. The front yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property.

Side Yard. Open, landscaped area at grade between the side yard setback line(s) and the side lot line(s), and extending the full depth of the lot. The side yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property, however it may be crossed by a sidewalk or driveway serving the property, including a driveway along the length of the side yard.

Street Side Yard. Open, landscaped area at grade between the street [side] yard setback line(s) and the street [side] lot line(s) extending the full depth of the lot. The street side yard shall be reserved as a landscaped area.

Rear Yard. Open, landscaped area at grade between the rear] yard setback line(s) and the rear lot line(s) extending the full depth of the lot. The rear side yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property.

Proposed Change:

Front Yard. Open, landscaped area at grade between the front yard setback line(s) and the front lot line(s), and extending the full width of the lot. The front yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property. Parking may be utilized in the Front Yard except in required bufferyards.

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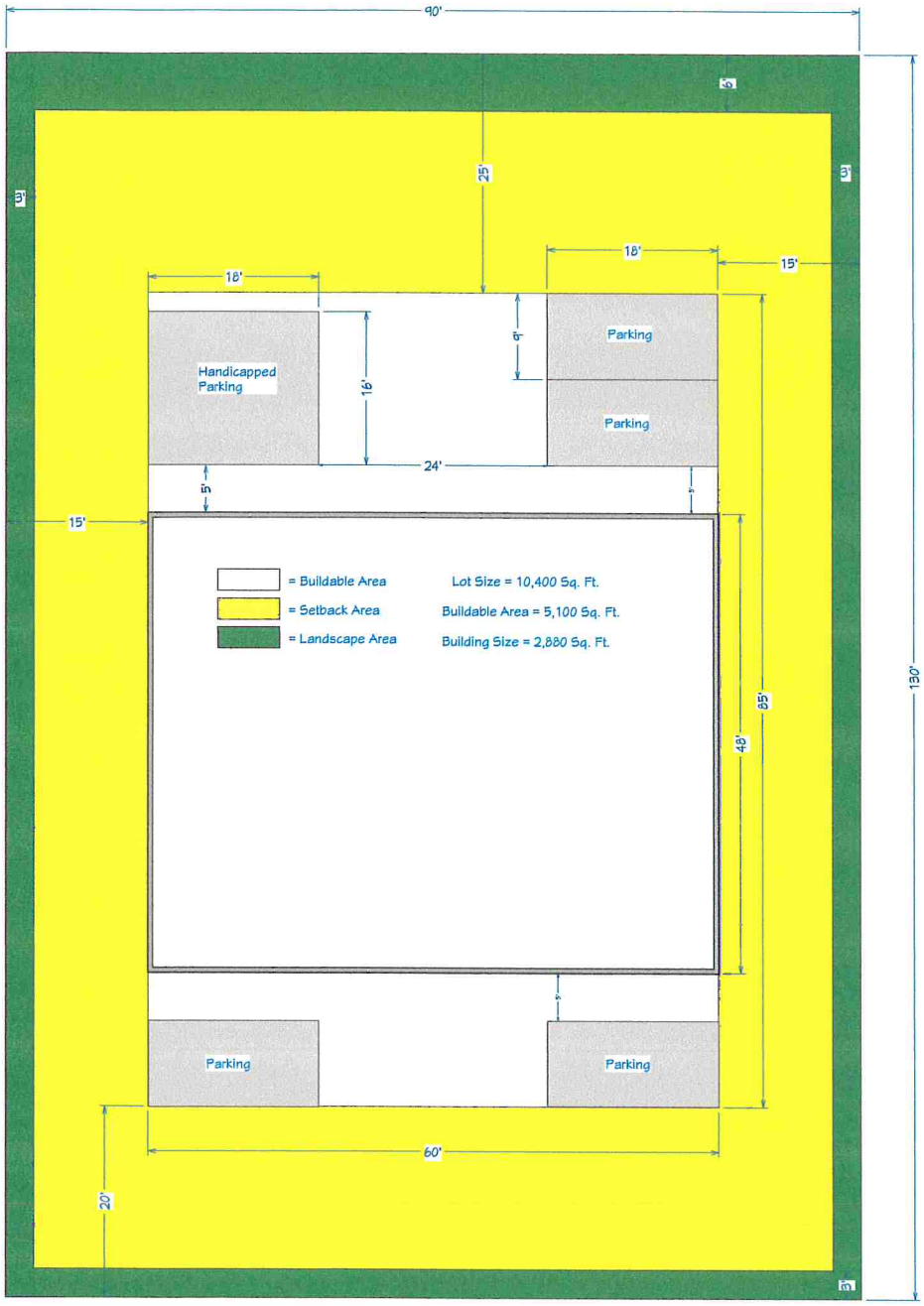
Rear Yard. Open, landscaped area at grade between the rear] yard setback line(s) and the rear lot line(s) extending the full depth of the lot. The rear side yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property. Parking may be utilized in the Rear Yard except in required bufferyards.

Attachment 2
Plot as Currently Conforming



ORDINANCE NO. 5523

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING EXHIBIT B OF ORDINANCE 5427, SPECIFICALLY PORTIONS OF THE UDC, CHAPTER 11, ZONING, SUBDIVISION AND SITE DEVELOPMENT EXHIBIT B; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a request for amendments to Exhibit B of Ordinance 5427 was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the changes are necessary; and

WHEREAS, a public hearing on the proposed amendment to Exhibit B of Ordinance 5427 was held by the Planning Commission on December 16, 2019 and subsequently by the City Council on January 14, 2020; and

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

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

SECTION 1. Amendments to Chapter 11 of the Fremont Municipal Code pertaining to subdivision and site development regulations, hereinafter referred to as the Unified Development Code of the City of Fremont ("UDC"), particularly amendments to Sections 11-920 is hereby amended and replaced as shown below, incorporated by reference herein:

11-920 Definitions:

Front Yard. Open, landscaped area at grade between the front yard setback line(s) and the front lot line(s), and extending the full width of the lot. The front yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property. Parking may be utilized in the Front Yard in commercial and industrial districts except in required buffer yards.

Rear Yard. Open, landscaped area at grade between the rear] yard setback line(s) and the rear lot line(s) extending the full depth of the lot. The rear side yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property. Parking may be utilized in the Rear Yard in commercial and industrial districts except in required buffer yards.

Side Yard. Open, landscaped area at grade between the side yard setback line(s) and the side lot line(s), and extending the full depth of the lot. The side yard shall be

reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property, however it may be crossed by a sidewalk or driveway serving the property, including a driveway along the length of the side yard. Parking may be utilized in the Side Yard in commercial and industrial districts except in required buffer yards.

Street Side Yard. Open, landscaped area at grade between the street [side] yard setback line(s) and the street [side] lot line(s) extending the full depth of the lot. The street side yard shall be reserved as a landscaped area. Parking may be utilized in the Street Side Yard in commercial and industrial diatricts except in required buffer yards.

SECTION 2. REPEALER. That any other section of said ordinance in conflict with this ordinance is hereby repealed.

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

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

PASSED AND APPROVED THIS 11th DAY OF FEBRUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Troy Schaben, Assistant City Administrator – Utilities

DATE: February 11, 2020

SUBJECT: Sanitary Sewer Connection Fee Policy

Recommendation: Hold final reading of Ordinance 5512 for Connection to Existing Sanitary Sewer System

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Background:

The City Council voted on November 12, 2019 to continue 2nd reading to the last meeting in November. At the November 26, 2019 meeting, Council voted to continue the item until the December 10, 2019 meeting. At the December 10, 2019 meeting, Council voted to continue the item until the first meeting in January 2020.

The City does not have a City Council-approved policy on connections to an existing sanitary sewer. The City/Utility practice on connection to an existing sanitary sewer (that was not constructed as part of Connection or Assessment District) has been that all adjacent landowners pay ½ the frontage in feet times the cost of the sewer (approx. $10-12 per foot). Subdivisions that construct an interior sewer system at 100% developers cost, which connect to the existing system, have not paid the connection fee.

Attached is the rate consultant study and the proposed Ordinance for connection to existing sanitary sewer system.

Fiscal Impact:

Impact will be minimal as this is a codification of existing practice.

JOHN A. KRAJEWSKI, P.E.

JK Energy Consulting LLC

650 J Street, Suite 108
Lincoln, Nebraska 68508

Cell: 402-440-0227
Fax: 402-435-4244
E-mail: jk@jkenergyconsulting.com
www.jkenergyconsulting.com

October 15, 2019

Mr. Brian Newton
City Administrator
City of Fremont Department of Utilities
400 East Military Avenue
Fremont, NE 68026

RE: Sewer Line Extension Policy

Dear Brian:

JK Energy Consulting, LLC (JKEC) is pleased to submit this letter report and proposed Sewer Line Extension Policy for the City of Fremont Department of Utilities (Fremont) and its sewer system. The purpose of the Line Extension Policy is to provide guidance to Fremont on the proper level of compensation it should collect from customers who are not connected to the system and who have not paid to connect through some other method, such as implementation of an improvement district.

Background

Fremont currently does not have a written policy addressing the compensation required when a customer requests connection to the sewer system. Most new customers pay for required improvements through the establishment of an improvement district or similar mechanism that assesses costs to customers and requires payment of costs, including new facility costs as well as a cost for existing facilities, upon establishment of the district. There are a number of pre-existing customers, particularly in areas outside the corporate limits of the City, that were not connected to the sewer system when it was built. These customers typically have private septic systems.

As existing septic systems need to be replaced, it is not unusual for a property owner to request connection to the existing sewer system. Connecting to the Fremont sewer system is less expensive than replacing a septic system while providing lower long-term operating costs and fewer maintenance issues for the property owner. What is important from the perspective of the sewer system is to ensure that the property owner pays its fair share of existing facility costs as well as incremental connection costs so that existing customers are not subsidizing new customers.

The approach Fremont has been using on an informal basis to connect customers that are not part of an improvement district is to assess the following costs:

1. The customer is required to pay for all costs incurred to construct the sewer line tap through a tap fee.
2. The customer is required to pay a per foot cost based upon property frontage.

The first component of the customer contribution policy protects existing customers from paying incremental costs to subsidize a new customer. The second component compensates existing customers for costs the utility incurred to build a line adjacent to the property.

One key issue with the current practice is that it is based on an unwritten policy that has not been approved by the City Council. While the practice is justified from a cost of service standpoint and represents a fair method for assessing costs to new customers, the fact that it is not written leaves it open to interpretation and may make it more difficult to explain to new customers.

Purpose and Approach

The purpose of this project was to:

1. Review the Line Extension Practice for the sewer system.
2. Compare the existing practice to other similarly situated municipalities and determine if there are other appropriate methods that may be better than the existing policy.
3. Ensure the fees included in the Line Extension Practice are adequate.
4. Draft a written policy for approval by the City Council for inclusion in the Fremont municipal code.

Data was collected from the City and other municipalities to complete a review of the existing practice. The current fee per foot of frontage was reviewed to determine if it is adequate to compensate existing customers for the cost incurred by Fremont to build existing lines. A written policy was drafted based on the review of other municipal policies, with updated costs based on the City's costs of construction. A letter report was prepared and policy language was submitted to the City Council in the form of an updated Ordinance.

Comparable Municipality Analysis

JKEC reviewed the existing sewer connection policy of several Nebraska municipalities. The review was focused on connection costs for new customers that are not covered by an improvement district or other similar mechanism. This approach would cover the scenario where a customer not included in an improvement district requests connection to the Fremont sewer system. In an improvement district, sewer connection and extension

costs are addressed and assessed to the property owners in the improvement district, so no additional costs need to be allocated to these customers.

Table 1 compares the sewer connection policies of six Nebraska municipalities. Columbus is listed twice as it has different charges based on whether the property is inside or outside of the corporate limits. This comparison is focused on those connections that are not covered under an improvement district or otherwise compensated through some other mechanism.

Table 1
Comparison of Sewer Connection Policies

Municipality	Type	Amount
Lincoln	Connection Costs + Impact Fee	Actual connection costs + $665 impact fee
Scottsbluff	Tap Fee + Extension	$210 + $8 per running foot of the premises abutting the street or alley in which the sewer is located. Double this fee outside city.
Columbus - inside	Connection Fee if never previously assess	$1,650 + $25/ft. of frontage in excess of 66’
Columbus – outside	Connection Fee if never previously assess	$1,750 + $25/ft. of frontage in excess of 66’
Norfolk	Connection Fee	$5/ft. of frontage
York	Connection Fee	$16.67/ft. of frontage, plus adjustment for change in type of use for lot, less credit for previous special assessments
Kearney	Connection Fee	$62 + “benefits” calculated by Register of Deeds if line abuts property or “the present costs of laying and assessing a sewer main to the property” if the line does not currently abut property
Fremont	Tap Fee + Extension	Actual costs to tap line + $16/ft. of frontage

Four of the six municipalities charge a connection fee based on property frontage. The fees vary widely, from $5/ft. in Norfolk up to $25/ft. in Columbus. It is unclear from the municipal code of each system what the basis for the frontage fee is, though Fremont staff was planning to discuss the basis for those charges with each municipality.

Lincoln uses an impact fee approach. Under this approach, each lot is assessed the same amount regardless of frontage. Each lot is also responsible for connection costs to tap the sewer line. In Kearney, the fee is based on actual cost to extend the line or a “benefits” test recorded by the Register of Deeds.

The prevalent method used by the municipalities identified is to use the frontage method, and some utilities charge an additional fixed fee. The approach currently used by Fremont is consistent with the prevalent method of these other utilities.

Cost of Service Analysis

There are two key considerations in analyzing the cost of service associated with serving a new customer:

1. Ensuring the new customer pays any incremental costs associated with the new connection.
2. Compensating the utility for previous expenditures associated with facilities and infrastructure constructed by the Utility.

Table 2 provides a calculation of the projected monthly margin for a new residential customer. The expenses in the calculation generally include non-labor, non-capital costs that are likely to vary based on either volumes or number of customer bills rendered. Using a five-year net present value calculation, the estimated margin received from a typical residential customer is approximately $536.

Table 2
Projected Monthly Margin
New Residential Customer

Description	Amount
Revenue	$ 17.33
Expenses	
Customer	0.98
Collection	1.04
Treatment	5.13
Total Marginal Expense	$ 7.15
Monthly Residential Margin	**$ 10.18**
Five Year NPV	**$ 536**

Table 3 (see page 5) is an estimate of the sewage treatment plant costs allocable to a new customer. This calculation is based on the net plant in service related to existing sewage treatment plant in service and excludes new plant expenses that are being funded by the issuance of debt. The estimated value of net plant in service for treatment facilities is $187 for a typical residential customer. The net margins from a new customer are adequate to fund the cost of existing treatment facilities.

Table 3
Development of Allocated Share
Existing Treatment Plant Costs
Typical Residential Customer

Description		
Gross Sewer Plant	$	52,935,000
Accumulated Depreciation	$	26,943,000
Net Sewer Plant	$	25,992,000
Treatment	$	10,396,800
Collection	$	15,595,200
Typical Residential Usage (ccf)		75
Weighted Annual Usage (ccf) (1)		4,198,688
Residential Share		0.0018%
Plant in Service Allocable to Customer	**$**	**187**

(1) Based on 2x multiplier for large industrial customers.

The new customer is required to pay for the actual costs of tapping the sewer system, so existing customers do not subsidize costs associated with the new customer tapping the sewer system. Fremont charges a frontage fee of $16/ft., based on the length of the property line where the sewer main was constructed. This cost is comparable to one-half of the construction cost of a new sewer line construction and assumes the line would be tapped by customers with frontage on both sides of the line. Fremont does not track historical construction costs of individual lines, so use of a single frontage fee for the entire system is a reasonable substitute.

Payment of the frontage fee is consistent with cost of service principles. The sewer line would be shorter by the length of the frontage if the customer's property did not exist. It is reasonable to split the allocable cost between the two properties on either side of the line. The current practice recovers the cost incurred by Fremont to provide the sewer connection and sewer main facilities that would not be constructed but for the presence of the customer, specifically the portion of main abutting the property. The existing practice protects existing customers from subsidizing new customers while charging an appropriate contribution to new customers.

Multi-Lot Development Waiver

The existing practice provides for a waiver of the frontage fee for multi-lot developments provided that certain conditions are met. These conditions are as follows:

1. The development must include at least four new services.

2. The developer must build all sewer collection infrastructure from the tap to the customer locations according to Fremont's construction standards and turn the facilities over to the Utility upon completion.
3. The developer must tap into an existing line with adequate capacity and pay Fremont's out-of-pocket cost for installing the tap.

Table 4 is a projected margin analysis for multiple-lot developments, based on the margin information developed in Table 2 and the estimated sewage treatment cost calculated in Table 3. Table 4 shows that developments of three or fewer lots are inadequate to provide sufficient margin to cover the embedded cost of existing sewer mains and sewage treatment plant costs. If a development has at least four lots, Fremont can expect to collect sufficient margins to cover its embedded costs, including sewer treatment and the typical frontage cost associated with the sewer main.

Table 4
Projected Margin Analysis
Multiple-Lot Development

Number of Lots	Projected Margin ($/lot/month)	Projected Five Year NPV	Marginal Capital Cost (1)	NPV Less Capital Cost
1	$ 10.18	$ 536.28	$ 1,243.14	$ (706.86)
2	10.18	1,072.56	1,430.28	(357.73)
3	10.18	1,608.84	1,617.43	(8.59)
4	10.18	2,145.12	1,804.57	340.55

(1) Based on $16/ft. frontage construction cost and 66 ft. frontage length, plus $187 per lot for embedded sewer treatment costs as shown in Table 3.

Written Policy

Attachment 1 to this letter is proposed language that would amend the Municipal Code to implement the proposed policy. The existing Municipal Code has language addressing sewer connections but does not include the specific costs. Implementing the attached ordinance would reduce the existing practice to written language that is included in the Municipal Code for future reference. The proposed language in Attachment 1 should be reviewed by Fremont's legal counsel prior to presentation to the City Council.

JKEC appreciates the opportunity to work with the City on this project. We look forward to working with you to implement the proposed policy.

Sincerely yours,

John A. Krajewski, P.E.
JK Energy Consulting, LLC

Attachment

ATTACHMENT 1 – PROPOSED ORDINANCE

ORDINANCE NO. 5512
Option B Language

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING CHAPTER 3, Article 2, SECTION 3-230 OF THE FREMONT MUNICIPAL CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING WHEN THE FEES ARE EFFECTIVE; AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, THAT:

SECTION I. That Chapter 3, Article 2, Section 3-230 - Municipal Sewerage System; Charge for Connections Outside City, be amended to read as follows:

§Chapter 3, Article 2, Section 3-230 - Municipal Sewerage System; Charge and Considerations for Connections

The City shall charge and collect fees for sanitary sewer connections made to the public sewer of the City as follows:

(1) The owner of the premises from which the connection is to be made shall pay to the City a Tap Fee (listed in the Master Fee Schedule), which is approved by the City Council for connection of the premises to the sewer system.

(2) The owner of the premises from which the connection is to be made shall also pay to the City a City Sewer Connection Fee (listed in the Master Fee Schedule) per running foot of the premises abutting the street or alley in which the sewer is located. This fee shall be in addition to the Tap Fee set out in paragraph (1). The following conditions apply:

(a) If there is a public sewer line abutting the property, and that existing public sewer line was laid according to the specifications of the City of Fremont, and the property has been previously been included within an Improvement District created for the purpose of construction of the sewer, no Sewer Connection Fee will apply;

(b) If some part of the cost of construction of an abutting sewer line has been paid by the owner or previous owner(s) of the property (the cost of construction shall not include the furnishing of a right-of-way or payment of general taxes or sewer charges), then no Sewer Connection Fee will apply;

(c) But for the provisions of paragraph (3) below, if the property is adjacent to, but not within the City's corporate limits; then no permit shall be issued to Tap or Connect to the City sewer until the property owner files a petition to voluntarily annex the property into the City and the pays the Sewer Connection Fee per running foot of the premises abutting the street or alley in which the sewer is located as listed in the Master Fee Schedule. This fee shall be in addition to the Tap Fee set out in paragraph (1);

(d) If there is no public sewer abutting the property, the connection charge shall be the estimated assessable cost for installing a public sewer in front of the property plus the Tap Fee set out in paragraph (1) and if the property is adjacent to, but not within the City's corporate limits, the property shall file a petition to voluntarily annex the property into the City.

(3) To further encourage annexation of a Single Family residential property/lot type only, a Sewer Connection Cap Fee alternative is provided in lieu of the provisions stated in paragraph (2)(c) above. The following Sewer Connection Cap Fee alternative is based on, and is set to reflect, a reasoned value derived from the range of UDC front footages for single family property/lot widths comprised in the City's various UDC Residential zoning Districts (a front footage value of 75 feet will be used).

TYPE	FRONT FOOTAGE	SEWER CONNECTION CAP FEE
Single Family (SF) lot	75'	$1,200 *

(SF) lot includes a Duplex or Townhome
* or actual front footage x Master Fee Schedule footage rate, whichever is less

Although the City has a voluntary annexation policy for individual property/lot owners who are outside the City limits, all City services applicants who avail themselves to the aforementioned Sewer Cap Fee alternative when obtaining City sewer services shall be allowed to voluntarily and contractually commit, at the time of application, to being annexed by the City up to 36 months from the date of the application.

A Single Family - Sewer Connection Charge or Sewer Connection Cap Fee alternative, as defined above, may be paid by either a Full Payment or by ratable Monthly Installments that are added to the individual property owner's monthly sewer bill. The "Monthly Installment" option will provide for a payment period not to exceed 36 months. Those using the monthly installment option will be subject to Fremont Municipal Code Section 3-258 - Municipal Sewage System - Lien provisions.

(4) Any sewer connection fee charges collected for infrastructure that was placed and initially paid for by using alternative taxpayer funded sources, such as the LB840 economic development fund, are to be repaid/refunded back to the proper source fund for reuse to the maximum extent permitted by State Statute.

(5) If a developer proposes to connect four or more services to the City sewer system, the frontage fee in the Master Fee Schedule will be waived if all of the following conditions are met:

a. The developer constructs all sewer facilities between the City's existing main and the individual premises in accordance with the City's construction standards and turns those facilities over to the City upon their completion.

b. The developer makes a single tap into an existing City sewer main that has adequate capacity to serve the new customers.

c. The developer pays for the actual cost of tapping the City's existing main.

d. If the development is adjacent to, but not within the City's corporate limits, the developer shall file a petition to voluntarily annex the development into the City.

SECTION II. That all other Ordinances of the City of Fremont, Nebraska, and Sections of the Fremont Municipal Code not amended hereby or in conflict herewith shall remain in full force and effect.

SECTION III. That this Ordinance shall be published in pamphlet form and shall take effect and be in force from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS DAY OF _____, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

ORDINANCE NO. 5512
Option C Language

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING CHAPTER 3, Article 2, SECTION 3-230 OF THE FREMONT MUNICIPAL CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING WHEN THE FEES ARE EFFECTIVE; AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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(d) If there is no public sewer abutting the property, the connection charge shall be the estimated assessable cost for installing a public sewer in front of the property plus the Tap Fee set out in paragraph (1) and if the property is adjacent to, but not within the City's corporate limits, the property shall file a petition to voluntarily annex the property into the City.

(3) To further encourage annexation of a Single Family residential property/lot type only, a Sewer Connection Cap Fee alternative is provided in lieu of the provisions stated in

paragraph (2)(c) above. The following Sewer Connection Cap Fee alternative is based on, and is set to reflect, a reasoned value derived from the range of UDC front footages for single family property/lot widths comprised in the City's various UDC Residential zoning Districts (a front footage value of 75 feet will be used).

TYPE	FRONT FOOTAGE	SEWER CONNECTION CAP FEE
Single Family (SF) lot	75'	$1,200 *

(SF) lot includes a Duplex or Townhome
* or actual front footage x Master Fee Schedule footage rate, whichever is less

Although the City has a voluntary annexation policy for individual property/lot owners who are outside the City limits, all City services applicants who avail themselves to the aforementioned Sewer Cap Fee alternative when obtaining City sewer services shall be allowed to voluntarily and contractually commit, at the time of application, to being annexed by the City up to 36 months from the date of the application.

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SECTION II. That all other Ordinances of the City of Fremont, Nebraska, and Sections of the Fremont Municipal Code not amended hereby or in conflict herewith shall remain in full force and effect.

SECTION III. That this Ordinance shall be published in pamphlet form and shall take effect and be in force from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS DAY OF _____, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: City of Fremont Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: February 11, 2020

SUBJECT: Receive comments on the Northeast Nebraska Solid Waste Coalition (NNSWC) budget and rates for the fiscal year ending September 30, 2020

Recommendation: Receive comments

BACKGROUND: The purpose of this town hall is to receive comments on the NNSWC budget and rates for the 2019-2020 budget year. The City pays the Coalition $24 per ton of waste they receive, and the operation is contracted to Waste Connections.

Balance forward increases $1,359,540 going from $4,017,274 last year to $5,376,814 this year primarily due to normal operations of the Coalition along with an increase in use fees in the prior year due to cleanup after the March floods.

Use fees increase $90,288 or 3.43% due to a 3,762 ton increase in budgeted tonnage for regular waste. With tipping fees at $24.00 per ton, budgeted use Page 8 of 101 Staff Memorandum - 4 - City Council Meeting November 18, 2019 fees are $2,725,922. Interest income increases $45,000 due to an increase in fund balance and an increase in budgeted interest rate from 1.5% last year to 2% this year.

Personnel costs increase $3,898 or 4.32%. Personnel costs include a 2.5% cost of living adjustment and normal merit increase. Disposal fees increase $20,905 or 1.96% due to the increase in budgeted tonnage. Office equipment maintenance increases $4,000 due to an increase in maintenance costs for the security system. Other professional fees increase $336,209. This increase includes engineering for master plan for $350,000. This year's capital outlay is $150,000 for landfill gas migration vents.

Also included in the agenda package is the Closure/Post Closure Care Fund budget. The transfer from the operating fund increases $35,800 or 11.30% from $316,700 last year to $352,500 this year. The prior year budgeted transfer was based on an estimated remaining life of the landfill of 22 years. Due to the increase in tonnage in the prior year, this year's budgeted transfer is based on an

estimated remaining life of 20 years. The shorter time frame increased the transfer required to fund the closure/post closure obligations. Total funds available for closure/post closure increase 8.80% from $8,399,637 last year to $9,139,089 this year. Approximately half of the increase is due to interest earnings and half is due to current year funding.

(Analysis provided by Randy Gates, City of Norfolk, Nebraska)

FISCAL IMPACT: none

FUND REVENUE DETAIL **FUND CODE: 804**

Code	Description	2016-2017 Actual Revenues	2017-2018 Actual Revenues	2018-2019 Estimated Revenues	2018-2019 Budget	2019-2020 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
	Balance Brought Forward	6,599,553	7,143,737	7,770,242	7,780,137	8,461,289	681,152	8.76%
	Other Interest Income							
38801	Other Interest Income	287,264	322,405	353,300	302,800	325,300	22,500	7.43%
	Total Other Interest Income	287,264	322,405	353,300	302,800	325,300	22,500	7.43%
	Non-Revenue Receipts							
39101	Interfund Operating Transfers In	256,920	304,100	337,747	316,700	352,500	35,800	11.30%
	Total Non-Revenue Receipts	256,920	304,100	337,747	316,700	352,500	35,800	11.30%
	Total Revenue	544,184	626,505	691,047	619,500	677,800	58,300	9.41%
	Total Funds Available	7,143,737	7,770,242	8,461,289	8,399,637	9,139,089	739,452	8.80%

FUND REVENUE BUDGET CALCULATION **FUND CODE: 804**

Code	Description	
	BALANCE BROUGHT FORWARD Estimate of fund balance on October 1, 2019.	8,461,289
38801	OTHER INTEREST INCOME	325,300
39101	INTERFUND OPERATING TRANSFERS IN	352,500

DIVISION EXPENDITURE DETAIL **DIVISION CODE: 804**

Code	Description	2016-2017 Actual Expenditures	2017-2018 Actual Expenditures	2018-2019 Estimated Expenditures	2018-2019 Budget	2019-2020 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
	Total Expenditures	-	-	-	-	-	-	-
	Ending Balance	7,143,737	7,770,242	8,461,289	8,399,637	9,139,089	739,452	8.80%
	Total Funds Accounted For	7,143,737	7,770,242	8,461,289	8,399,637	9,139,089	739,452	8.80%

DIVISION EXPENDITURE BUDGET CALCULATION **DIVISION CODE: 804**

Code	Description	Amount
	ENDING BALANCE	9,139,089

NE NEBR SOLID WASTE COALITION

CLOSURE/POST CLOSURE CARE FUND

FUND REVENUE DETAIL **FUND CODE: 604**

Code	Description	2016-2017 Actual Revenues	2017-2018 Actual Revenues	2018-2019 Estimated Revenues	2018-2019 Budget	2019-2020 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
	Balance Brought Forward	2,477,083	3,106,660	4,251,937	4,017,274	5,376,814	1,359,540	33.84%
	Charges for Services							
36701	Use Fees	2,446,216	2,625,531	2,896,248	2,635,634	2,725,922	90,288	3.43%
	Total Charges for Services	2,446,216	2,625,531	2,896,248	2,635,634	2,725,922	90,288	3.43%
	Rent & Other Revenue							
37404	Miscellaneous	-	14,379	25	-	-	-	-
37408	Late Charges	121	13	40	-	-	-	-
	Total Rent & Other Revenue	121	14,391	65	-	-	-	-
	Interest Income							
38801	Other Interest Income	13,832	35,950	83,555	66,000	111,000	45,000	68.18%
	Total Interest Income	13,832	35,950	83,555	66,000	111,000	45,000	68.18%
	Total Revenue	2,460,169	2,675,872	2,979,868	2,701,634	2,836,922	135,288	5.01%
	Total Funds Available	4,937,252	5,782,532	7,231,805	6,718,908	8,213,736	1,494,828	22.25%

FUND BUDGET CALCULATION **FUND CODE: 604**

Code	Description					Amount
	BALANCE BROUGHT FORWARD					5,376,814
	Estimated balance as of October 1, 2019.					
	Total Restricted					-
	Unrestricted Balance					5,376,814
	CHARGES FOR SERVICES					
36701	Use Fees	113,553	Ton	@	$24.00	2,725,272
	Special Wastes	50	Ton	@	$13.00	650
	TOTAL CHARGES FOR SERVICES					2,725,922
	INTEREST INCOME					
38001	Other Interest Income					
	Estimate of interest to be earned.					111,000
	TOTAL INTEREST INCOME					111,000
	TOTAL FUNDS AVAILABLE					**8,213,736**

DEPARTMENT EXPENDITURE DETAIL **DEPARTMENT CODE: 229**

Code	Description	2016-2017 Actual Expenditures	2017-2018 Actual Expenditures	2018-2019 Estimated Expenditures	2018-2019 Budget	2019-2020 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
	Personnel Costs							
11	Salaries & Wages	70,279	73,116	77,264	78,027	81,411	3,384	4.34%
14	Pension	3,905	4,054	4,180	5,462	5,699	237	4.34%
15	FICA	5,376	5,593	5,911	5,969	6,228	259	4.34%
16	Worker's Compensation	832	830	831	711	729	18	2.53%
	Total Personnel Costs	80,392	83,593	88,186	90,169	94,067	3,898	4.32%
	Operating Supplies and Materials							
24	Vehicular Fuel & Lube	855	938	865	1,554	1,568	14	0.90%
26	Minor Apparatus & Tools	574	492	36	500	500	-	-
29	Other Operating Supplies& Materials	-	108	-	-	-	-	-
	Total Operating Supplies & Mat.	1,429	1,538	901	2,054	2,068	14	0.68%
	Other Operating Costs							
31	Rent	560	752	660	720	720	-	-
32	Disposal Fees	1,029,929	954,568	1,203,935	1,066,928	1,087,833	20,905	1.96%
	Total Other Operating Costs	1,030,490	955,319	1,204,595	1,067,648	1,088,553	20,905	1.96%
	Utilities & Maintenance							
41	Electricity	1,944	2,880	2,856	4,000	4,000	-	-
46	Bldg., Ground,& Plant Maintenance	4,568	2,003	5,176	21,050	18,450	(2,600)	(12.35%)
47	Machinery & Vehicle Maintenance	354	119	60	500	500	-	-
48	Office Equipment Maintenance	-	-	-	1,500	5,500	4,000	266.67%
	Total Utilities & Maintenance	6,865	5,001	8,091	27,050	28,450	1,400	5.18%
	Legislative Affairs							
53	Travel & Training	140	700	453	4,545	4,720	175	3.85%
55	Dues & Publications	792	341	351	650	650	-	-
	Total Legislative Affairs	932	1,041	803	5,195	5,370	175	3.37%

Code	Description	2016-2017 Actual Expenditures	2017-2018 Actual Expenditures	2018-2019 Estimated Expenditures	2018-2019 Budget	2019-2020 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
	Other Admin. & Overhead							
61	Insurance	10,036	10,375	10,627	10,868	10,868	-	-
62	Telephone & Teletype	1,127	807	419	1,500	1,500	-	-
63	Postage	154	99	115	1,000	1,000	-	-
64	Office Supplies	738	1,248	3,297	2,310	3,105	795	34.42%
65	Legal Notices & Advertising	11	192	118	500	500	-	-
68	Other Professional Fees	191,368	167,282	200,091	335,424	671,633	336,209	100.23%
	Total Other Admin. & Overhead	203,434	180,002	214,668	351,602	688,606	337,004	95.85%
	Gov't Subsidies & Transfers							
78	Intrafund Oper. Transfer Out	256,920	304,100	337,747	316,700	352,500	35,800	11.30%
	Total Gov't Subsidies & Trans.	256,920	304,100	337,747	316,700	352,500	35,800	11.30%
	Capital Outlay							
87	Infrastructure	250,131	-	-	-	150,000	150,000	100.00%
	Total Capital Outlay	250,131	-	-	-	150,000	150,000	100.00%
	Total Expenditures	1,830,592	1,530,596	1,854,991	1,860,418	2,409,614	549,196	29.52%
	Ending Balance	3,106,660	4,251,937	5,376,814	4,858,490	5,804,122	945,632	19.46%
	Total Funds Accounted For	4,937,252	5,782,532	7,231,805	6,718,908	8,213,736	1,494,828	22.25%

DEPARTMENT EXPENDITURE DETAIL **DEPARTMENT CODE: 229**

Code	Description			Amount
10	**PERSONNEL COSTS**			
11	SALARIES & WAGES			
	Average Monthly Salary			
	$ 5,424	x	12	65,088
	Health Insurance Stipend			
	$1,000 per Mo.	x	12	12,000
	Overtime Avg. Hr.			
	$ 41.57	x	104	4,323
	TOTAL SALARIES			81,411
14	PENSION			
	$ 81,411	x	7.00%	5,699
	TOTAL PENSION			5,699
15	FICA			
	$81,411	x	7.65%	6,228
	TOTAL FICA			6,228
16	WORKER'S COMPENSATION			
	Avg. Mo. $60.75	x	12	729
	TOTAL WORKER'S COMP.			729
	TOT. PERS. COSTS			**94,067**
20	**OPER. SUP. AND MATERIALS**			
24	VEHICULAR FUEL & LUBE			
	Unleaded 700	x	$2.24	1,568
	TOTAL VEHIC. FUEL&LUBE			1,568
26	MINOR APPARATUS & TOOLS			
	Miscellaneous Supplies			500
	TOTAL MINOR APP & TOOLS			500
	TOTAL OPER. SUP. & MAT.			**2,068**
30	**OTHER OPERATING COSTS**			
31	RENT			
	Water Filtration System			
	Mo. Rent	60 x	12	720
	TOTAL RENT			720
32	DISPOSAL FEES			
	FY 17/18 Actual			
	Norfolk		34841	
	Fremont		28074	
	Columbus		24,641	
	Oakland		766	
	Pilger		158	
	Newman Grove		7,766	
	Other est.		10,879	
	Total		107,125	
	% Projected Incr	0.06	113,553	
	Operating contract			
	4	Variable Base		
	480000	Fixed Base		
	Adjustment	0		
	Variable Fee		$4.00	454,212
	Fixed Fee			480,000
	$/ton State Fee @		$1.25	141,941
	Special Waste Handling			
	160 ton	x	$10.50	1,680
	Hazardous Wastes			
	Test, Ship, Dispose			10,000
	TOTAL DISPOSAL FEES			1,087,833
	TOT. OTH OPER COSTS			**1,088,553**
40	**UTILITIES AND MAINTENANCE**			
41	ELECTRICITY			
				4,000
	TOTAL ELECTRICITY			4,000
46	BLDG,GRND&PLANT MAINT			
	Building			500
	Portable gas monitor			2,000
	Vactor rental			650
	Well Pumps			5,000
	Janitorial Supplies			500
	HVAC Repairs			1,000
	Utility shed			1,750
	Water Level Meter			850
	Plumbing Repairs			200
	Scale Service			6,000
	TOTAL BLDG,GRND MAINT			18,450
47	MACHINERY & VEHICLE MAINT.			
	Miscellaneous			500
	TOTAL MACH. & VEHICLE MAINT.			500
48	OFFICE EQUIP.MAINT.			
	Security System			5,000
	Computer & Telephone			500
	TOT.OFF.EQUIP.MAINT.			5,500
	TOTAL UTIL.& MAINT.			**28,450**
50	**LEGISLATIVE AFFAIRS**			
53	TRAVEL & TRAINING			
	Mileage 5000 @		$0.58	2,900
	MOLO Training			400
	NESWANA Conference			
	Mileage			120
	Hotel			500
	Meals			200
	Registration			600
	TOTAL TRAVEL & TRAINING			4,720
55	DUES & PUBLICATIONS			
	SWANA dues for 2 employees			400
	Dept of Ag. Scale Register			175

Code	Description	Amount
	Water & Recycling News	75
	TOTAL DUES & PUBLICATIONS	650
	TOTAL LEG. AFFAIRS	**5,370**
60	**OTHER ADMIN. & OVERHEAD**	
61	INSURANCE	
	Property and General Liability	10,868
	TOTAL INSURANCE	10,868
62	TELEPHONE & TELETYPE	
	Telephone	600
	Internet	900
	TOTAL TELE.&TELETYPE	1,500
63	POSTAGE	1,000
	TOTAL POSTAGE	1,000
64	OFFICE SUPPLIES	
	Printing & copying	200
	Software	500
	Sanitas Software	400
	Computer Supplies	600
	Miscellaneous Materials	550
	Weight tickets	
	9 Case x $ 95	855
	TOT. OFFICE SUPPLIES	3,105
65	LEGAL NOTICES&ADVERTISE	
		500
	TOTAL LEG. NOT.& ADVER.	500
68	OTHER PROFESSIONAL FEES	
	1/2 share of new Wasteworks software	3,000
	Stanton Co. Host Fee	80,511
	Clarkson VFD Donation	750
	School District In-Lieu-of-tax fee	4,000
	NDEQ Annual Operating Fee	7,500
	Norfolk Administrative Services (CPI Adjusted)	41,737
	Groundwater Monitoring (CPI Adjusted)	30,000
	Deep well pump and monitoring	8,000
	Audit	5,750
	Attorney	5,000
	Drug Screen 1 x $ 35	35
	Engineering for Master Plan	350,000
	Engineering for Operating Permit	110,000
	Emission Inventory & GHG Report	4,000
	Emission Inventory fee	1,350
	Legislative Activities	20,000
	TOTAL OTHER PROF.FEES	671,633
	TOTAL OTH.ADMIN&OV.	**688,606**
70	**GOV'T SUBSIDIES & TRANSFERS**	
78	INTERFUND OPER. TRANSFER OUT	
	Financial Assurance Fund	352,500
	TOTAL INTERFUND OP. TRAN.	352,500
	TOTAL GOV'T SUBSIDIES & TRANSFERS	**352,500**
80	**CAPITAL OUTLAY**	
87	INFRASTRUCTURE	
	Engineering for LFG Migration vents	50,000
	Landfill gas Migration vents	100,000
	TOTAL INFRASTRUCTURE	150,000
	TOT. CAPITAL OUTLAY	**150,000**
	TOT. EXP.	**2,409,614**
	ENDING BALANCE	**5,804,122**
	TOTAL RESTRICTED	0
	UNRESTRICTED BALANCE	5,804,122
	TOTAL FUND ACCT. FOR	**8,213,736**

NE NEBR SOLID WASTE COALITION

DIVISION PERSONNEL ROSTER **DIVISION CODE: 229**

Name	Position	Date of Hire	Grade & Step 10/1 /19	Monthly Wage	Merit Increase D a t e	Merit Grade /Step	Monthly New Wage	Monthly Ave. Wage
Kingsley, Deborah	Scale Clerk	10/26/95	10 H	3,803	5 -1	10 H	3,803	3,803
Thompson, Courtney	Scale Clerk	06/27/16	10 D	1,578	1 -1	10 E	1,652	1,621
Total							5,424	5,424

NE NEBR SOLID WASTE COALITION

GENERAL FUND

AGENDA MOTION

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Brad Yerger - Ward 4 - City Council Member

DATE: January 28, 2020

SUBJECT: Implementation of a City Policy that requires elected officials, appointed officers, hired officials and other decision-making appointed commission and board members to list and disclose affiliations and potential conflicts of interest.

RECOMMENDATION: Motion to approve authorization of the City Attorney to research and draft a Conflict of Interest Policy for the City of Fremont that requires all elected City officials, all appointed officers, all hired City officials and all other decision-making appointed commissioners and board members to list and disclose any entity affiliations, trusteeships, executive committee positions, board member positions, business ownerships, partnerships, LLCs, or other private or consensual relationships that lend themselves to actual, potential or perceived conflicts of interest.

Background: Disclosure of Conflict of Interest issues are an important requirement in the proper procedural governance of City affairs. Proper Conflict of Interest disclosure is necessary to demonstrate a high ethical standard from those placed in positions of governance in order to promote and maintain the public trust. Definitive guidance on this issue is not currently set forth in the City's Municipal Code nor in its currently established and approved policies.

An official and Council approved policy is needed to insure that those involved in City governance and decision-making earn, demonstrate and maintain the highest levels of integrity and public trust in performing the duties required of them in the City and the broader public sector.

In order to implement such a policy, the City Council wishes to have the City Attorney research and draft a City Policy that comports with State Statutes and Nebraska Accountability and Disclosure Commission standards, while requiring and facilitating (1) the proper, and highest level, of disclosure of actual, potential or perceived conflicts, (2) the requisite process and forms to be used for that disclosure, and (3) the appropriate penalties and actions to be taken by the City Council if such disclosures are not made and kept current in a timely manner.

With approval of this motion, the City Attorney is hereby commissioned to perform the requisite research and to draft a Fremont Conflict of Interest Policy and the forms required for the implementation of this disclosure process.

Fiscal Impact: None

Update on the Historic March 2019 Flood

January 28, 2020

Brian Newton, City Administrator

FREMONT
HERE WE GROW

March 2019 Flood
Central Cutoff Ditch
Fremont Cutoff Ditch
CR 11
CR 12
CR 13
CR 14
CR 15
CR 16
CR 17
CR 18
CR 19
Legge Lake
US 30
Ames
Lake Ventura
Bobkies Island
Pole Island
Ames Diking Breach
Timberwood Lake
Rod & Gun Club Breach
State Lake #20 Breach
Farmland, Fremont & Railroad Dike Breach
Farmland, Fremont & Railroad Dike Breach
Union Dike Breach
Fremont
Cedar Bluffs
Lincoln Hwy
W Linden Ave
W Military Ave
E Military Ave
E 19th St
E 16th St
E 1st St
Ridgelawn Ave
Road/Railroad Washed Out
Levee Breached
Floodwater Flow
Farmland, Fremont & Railroad Dike
Union Dike
Google Earth
N

Levee/Dike Repair Status

- Ames Dike (Corps PL84-99 certified)
  - Corps of Engineer - $1,633,000
  - Community Dev. Block Grant (CDBG) – $485,000
- Rod & Gun Club Breach
  - Private club, not eligible for FEMA/Corps assistance
  - Temp dike between Rod & Gun/Ventura
  - County Rd 19 repaired
- State Lake #20
  - City assisted State in repairs
- Fremont, Farmland & Railroad Levee
  - City made temporary repairs
  - FEMA will reimburse City for permanent repairs
- Union Dike (Corps PL84-99 certified)
  - Repairs made by Lower Platte South NRD

FREMONT
HERE WE GROW

Other Flood Measure Repairs

- Fremont Cutoff Ditch
  - North Bend Drainage District maintains
  - Dodge County used Cutoff Road to raise east ditch bank
- UP Railroad Breach
  - Still needs repaired

FREMONT
HERE WE GROW

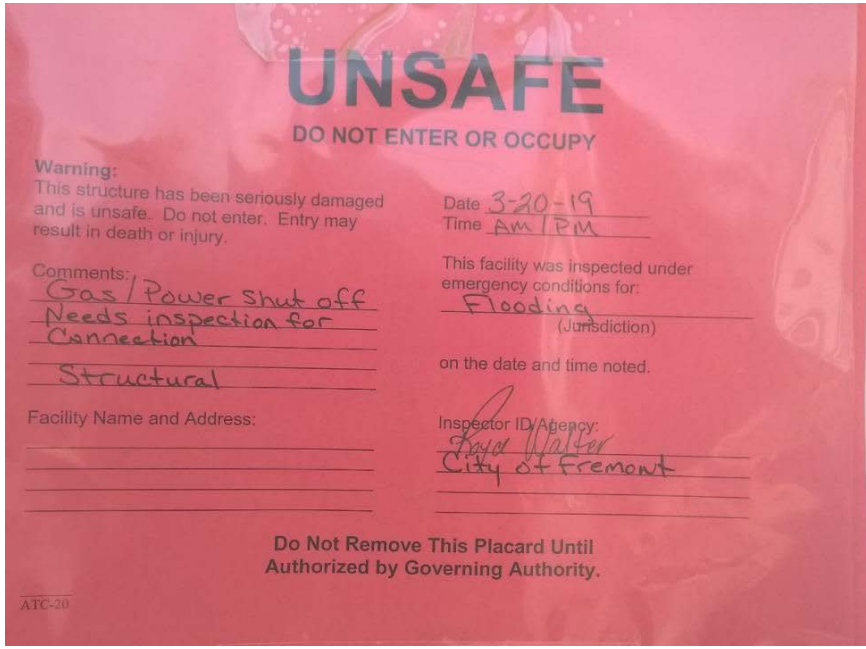
City FEMA Claims

- Estimated @ $3.4 million
  - Parks - $950,000
  - Streets - $2.05 million
  - Utilities - $400,000

FREMONT
HERE WE GROW

Inspections/Substantial Determinations

- 1237 total inspections (includes city limits and extra-territorial jurisdiction)
  - 400 green placards – structure is habitable, permits may or may not be required.
  - 500 yellow placards – structure is habitable, permits required
  - 300 red placards – structure is **uninhabitable**, permits required
- 539 substantial damage determinations/permits issued for repairs
  - 30 - substantial damage determinations being considered
  - 26 red tagged properties deemed substantial
- 4 commercial properties demolished
- 20 residential properties demolished
  - 9 permits issued for new residential properties
  - 1 permit issued for new commercial building



FREMONT
HERE WE GROW

Grants for Flood Damages

- Fremont, Farmland & Railroad Levee repair
  - $70,000 CDBG - Fremont/Inglewood for Corps PL84-99 survey/assessment
  - $485,000 CDBG - tree removal & repairs to meet Corps PL84-99 standards
- Hazard Mitigation Grant Program (75%/25%)
  - $750,000 – elevate & mitigate
- Corp of Engineers (65%/35%)
  - $6.5 million, 10 years to mitigate
- NE Affordable Housing Trust Fund
  - GFDC awarded $500,000 countywide
  - Additional funds ($3M) allocated
- CDBG - $108 million allocated
  - Waiting for guidelines
- Rebuild the Heartland (LTRG)
  - $100,000 to assist homeowner's HMGP match

FREMONT
HERE WE GROW

Joint Water Management Advisory Board

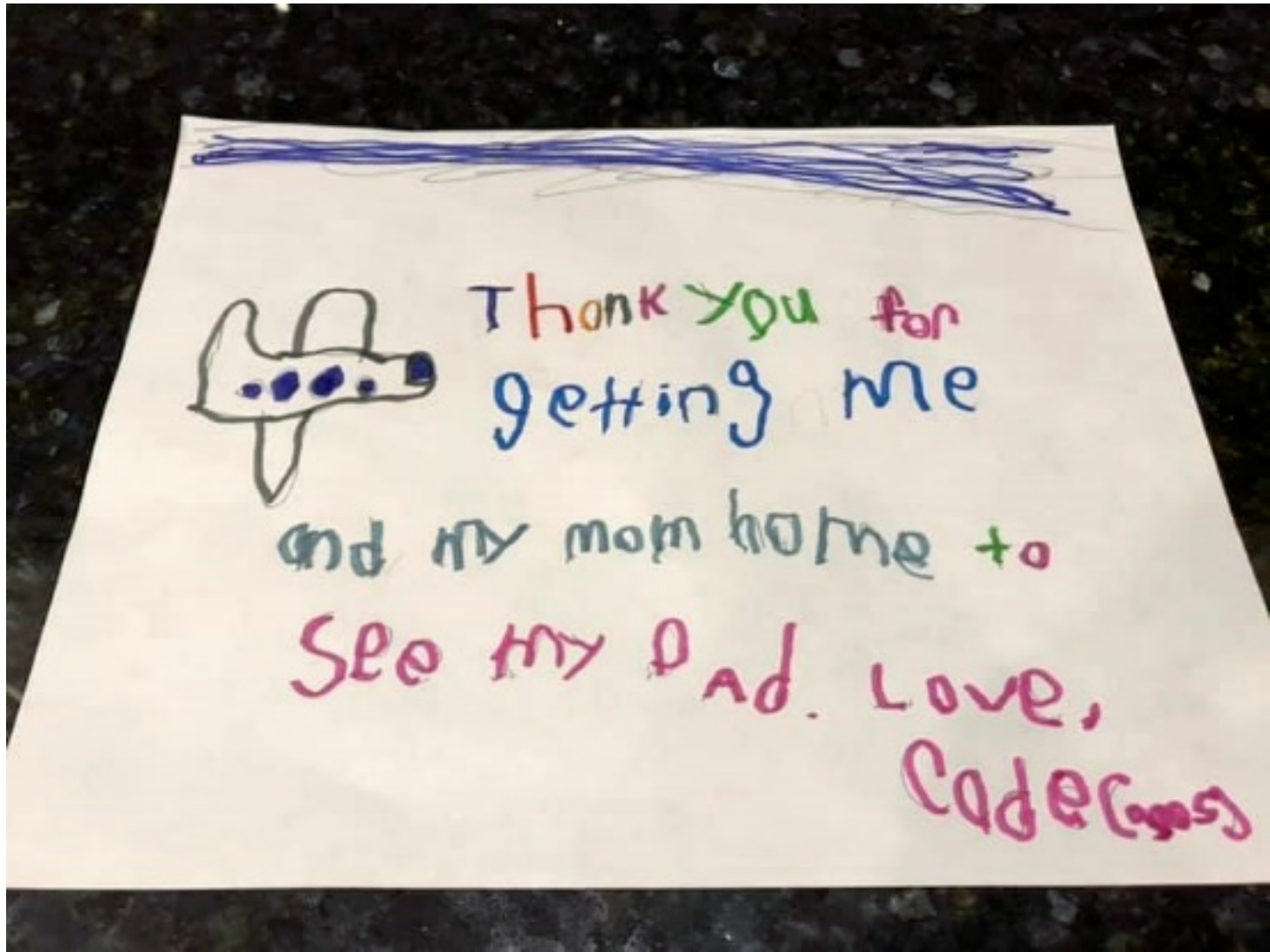
- Members:
  - Fremont, North Bend, Inglewood, Dodge County, Lower Platte North NRD, Platte Township, Elkhorn Township, North Bend Dike District, Ames Dike & Drainage District, Cotterell Dike & Drainage District, SID #3 (Ventura), and SID #5 (Timberwood)

Grant Applications for Resiliency Plan

- Hazard Mitigation Grant Program (HMGP)
  - Applied for $1 million
- Economic Development Administration (EDA)
  - 2019 Disaster Supplemental Notice of Funding - Northeast Nebraska Economic Development District (NENEDD) working on an application

FREMONT
HERE WE GROW

Questions?



FREMONT
HERE WE GROW

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Director of Public Works

DATE: February 11, 2020

SUBJECT: Fremont Airport Capital Improvement Plan

Recommendation: Approve Resolution 2020-022.

Background: Consider Airport Capital Improvement Plan.

Annual submittal of plan to the Nebraska Department of Transportation, Aeronautics Division is required by State law. The plan does not obligate funds to any specific project, authorize any specific project and can be amended.

Capital Improvement Program

FREMONT MUNI
FREMONT

	Year	Description	Total Cost	Federal	State	Local
Phase I						
	2021	Auto parking for new terminal	$255,822	$0	$0	$255,822
	2021	Utilities for terminal building	$485,000	$0	$0	$485,000
	2021	Construct terminal building	$950,000	$0	$0	$950,000
	2023	ALP Update with Feasibility Study	$350,000	$315,000	$0	$35,000
		Phase I Subtotal	$2,040,822	$315,000	$0	$1,725,822
Phase II						
	2025	Seal coat asphalt apron & connecting taxiway	$95,648	$86,083	$0	$9,565
	2026	MALSR	$1,296,000	$1,166,400	$0	$129,600
	2028	Construct hangar	$850,000	$600,000	$0	$250,000
		Phase II Subtotal	$2,241,648	$1,852,483	$0	$389,165
Phase III						
	2032	Seal asphalt pavement	$117,720	$105,948	$0	$11,772
	2035	Complete Parallel Taxiway	$850,000	$765,000	$0	$85,000
	2037	Expand apron (west apron)	$1,200,000	$1,080,000	$0	$120,000
		Phase III Subtotal	$2,167,720	$1,950,948	$0	$216,772
		Total Development Costs	$6,450,190	$4,118,431	$0	$2,331,759
Not Funded						
	2022	Rehabilitate existing apron (east apron)	$335,000			
	2022	apron expansion to west (east apron)	$620,000			
	2022	Apron expansion to east (east apron)	$365,000			
	2032	Ground Transportation / Courtesy Car	$5,000			
	2032	Expand Auto Parking (1050 s.y.)	$36,750			
		Not Funded Subtotal				

Potential Federal Funds Available
Non-Primary Entitlement

Airport: **Fremont Municipal Airport**
Fremont, Nebraska

Federal Fiscal Year	Entitlement Funds
2017	**$0**
2018	**$0**
2019	**$0**
2020	**$150,000**

Potential Funds Available in 2020: **$150,000**

Note:
- All entitlement funds are subject to appropriation by Congress.
- Any remaining FY2017 funds will expire the end of the fiscal year.

RESOLUTION NO. 2020-022

A Resolution of the City Council of the City of Fremont, Nebraska, approving the FAA Airport Capital Improvement Plan, Fremont, Dodge County, Nebraska.

WHEREAS, the City is required by the Nebraska Department of Aeronautics and the Federal Aviation Administration to annually review the ACIP.

NOW THEREFORE BE IT RESOLVED: That the Mayor and the City Council of the City of Fremont, Nebraska as follows:

Section I. That the Airport Capital Improvement Plan for the Fremont Municipal Airport is considered current for the 2020 calendar year.

PASSED AND APPROVED THIS 11th DAY OF FEBRUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

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

DATE: February 11, 2020

SUBJECT: Professional Services Agreement with Davis Design, Inc., for Architectural Services in connection with the New Aircraft Terminal Building at the Fremont Airport

Recommendation: Approve Resolution 2020-023

Background: The City of Fremont, has entered into an Engineering Design Agreement with Davis Design of Lincoln, Nebraska for the planning and design of a proposed new Terminal Building and Aircraft Apron Area at the Fremont Airport. This agreement was approved by the City Council at their April 11, 2017 meeting.

Up to this point the effort has been to provide a needs assessment and site layout design for the proposed site. Davis Design has procured the services of Burns McDonnell of Kansas City to complete the planning phase of the project and to coordinate with the FAA to program this project. The site layout has been approved by the FAA and NDA and a contractor has been hired to begin the construction of the Aircraft Apron Area in the Spring of 2020.

The next phase of the project is to enter into an Agreement with Davis Design for the Architectural Design of the Terminal Building. City Staff has been working with the Davis Design to develop the terms of the agreement submitted with this resolution.

The Agreement is for a three phase design process.

Phase 1 is for the Schematic or Preliminary Design Process where the options and layouts will be considered and ultimately approved prior to moving to final design. Fee for services of Phase 1 will be on an hourly basis, not to exceed $25,000.00

Phase 2 will take the approved layout determined in Phase 1 and move to the preparation of the final construction documents. The fee for phase 2 will be negotiated prior to commencing to final design.

Phase 3 will be construction phase services during the actual construction of the terminal building. The fee for phase 3 will be negotiated prior to commencing to the construction phase.

Fiscal Impact: The fee for services for Phase 1 is a not to exceed amount of $25,000.00. Actual fees will be billed on an hourly basis. The cost of design work will be paid with City Funds and has been approved in the 2019/2020 Capital Improvement Plan.

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the ***Twentieth*** day of ***January*** in the year ***Two Thousand Twenty***
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Fremont
400 East Military Avenue
Fremont, Nebraska 68502-5141

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Davis Design, Inc.
1221 N Street, Suite 600
Lincoln, Nebraska 68508
Telephone: (402) 476-9700

for the following Project:
(Name, location and detailed description)

Fremont Municipal Airport
New Airport Terminal
Fremont, Nebraska

This project is for a proposed new Airport Terminal Facility at the Fremont Municipal Airport. This contract is for the complete design and construction administration for the project.

The total scope or budget of the project is not established at the time of this contract. It is expected that the building facility will be in the 10,000 to 12,000 sf range with associated parking lot and access road to the Old Highway 30.

The Owner and Architect agree as follows.

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User Notes:
(1883994433)

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10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

None at the time of this contract.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be located at the Fremont Airport, and access to the Old Highway 30 will be included.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To be determined during the Phase 1 design.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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To be determined at a later date.

.2 Construction commencement date:

Spring 2020.

.3 Substantial Completion date or dates:

Spring 2021.

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design / Bid / Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Project will not include LEED Design.

~~**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mr. Dave Goedeken, Director of Public Works
City of Fremont
400 East Military Avenue
Fremont, Nebraska 68025-5141
Telephone: (402) 727-2636

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Veronica Trujillo

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Alfred Benesch & Company
825 M Street, Suite 100
Lincoln, Nebraska 68508

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(1883994433)

.2 Civil Engineer:

Alfred Benesch & Company
825 M Street, Suite 100
Lincoln, Nebraska 68

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

None at the time of this contract.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mr. Michael A. Wachal
Davis Design, Inc.
1221 N Street, Suite 600
Lincoln, Nebraska 68508

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Work to be completed by Davis Design under this contract.

.2 Mechanical Engineer:

Work to be completed by Davis Design under this contract.

.3 Electrical Engineer:

Work to be completed by Davis Design under this contract.

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User Notes:
(1883994433)

§ 1.1.11.2 Consultants retained under Supplemental Services:

None at the time of this contract.

§ 1.1.12 Other Initial Information on which the Agreement is based:

None at the time of this contract.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as ~~expeditiously~~ ***reasonably*** as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

§ 2.5.1 Commercial General Liability with policy limits ~~of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.~~ ***as identified in attached Davis Design Certificate of Insurance (Exhibit A).***

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits ~~of not less than ($) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~ ***as identified in attached Davis Design Certificate of Insurance (Exhibit A).***

Init.

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§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability ~~through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~***as identified in attached Davis Design Certificate of Insurance (Exhibit A).***

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits ~~not less than ($) each accident, ($) each employee, and ($) policy limit.~~***as identified in attached Davis Design Certificate of Insurance (Exhibit A).***

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits ~~of not less than ($) per claim and ($) in the aggregate.~~***as identified in attached Davis Design Certificate of Insurance (Exhibit A)***

.1 General Liability - Umbrella

$5,000,000

.2 Automobile Liability

$1,000,000/each occurrence

.3 Workers' Compensation

$1,000,000/each occurrence

.4 Professional Liability

$5,000,000

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. ***See attached Davis Design Certificate of Insurance (Exhibit A).***

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement ~~and~~ ***or construction*** delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect ~~shall~~ ***may*** present its preliminary evaluation to the Owner and ~~shall~~ ***may*** discuss with the Owner alternative approaches to design and construction of the Project. The Architect ~~shall~~ ***may*** reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect ~~shall~~ ***may*** consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements, ***building code, life safety code, and requirements*** of governmental authorities having jurisdiction over the ~~Project~~ Project, ***and as described in 3.1.5,*** into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

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.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing

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of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services		Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1	Programming	***Included in contract.***
§ 4.1.1.2	Multiple preliminary designs	***Not provided.***
§ 4.1.1.3	Measured drawings	***Not provided.***
§ 4.1.1.4	Existing facilities surveys	***Not provided.***
§ 4.1.1.5	Site evaluation and planning	***Not provided.***
§ 4.1.1.6	Building Information Model management responsibilities	***Included in contract.*** ***Level of Design - 200***
§ 4.1.1.7	Development of Building Information Models for post construction use	***Not provided.***
§ 4.1.1.8	Civil engineering	***Included in contract.***
§ 4.1.1.9	Landscape design	***Included in contract.***
§ 4.1.1.10	Architectural interior design	***Included in contract.***
§ 4.1.1.11	Value analysis	***Not provided.***
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	***Included in contract.***
§ 4.1.1.13	On-site project representation	***Not provided.***
§ 4.1.1.14	Conformed documents for construction	***Not provided.***
§ 4.1.1.15	As-designed record drawings	***Included in contract.***
§ 4.1.1.16	As-constructed record drawings	***Included in contract.***
§ 4.1.1.17	Post-occupancy evaluation	***Not provided.***
§ 4.1.1.18	Facility support services	***Not provided.***
§ 4.1.1.19	Tenant-related services	***Not provided.***
§ 4.1.1.20	Architect's coordination of the Owner's consultants	***Not provided.***
§ 4.1.1.21	Telecommunications/data design	***By Owner.***
§ 4.1.1.22	Security evaluation and planning	***By Owner.***
§ 4.1.1.23	Commissioning	***Not provided.***
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	***Not provided.***
§ 4.1.1.25	Fast-track design services	***Not provided.***
§ 4.1.1.26	Multiple bid packages	***Not provided.***
§ 4.1.1.27	Historic preservation	***Not provided.***
§ 4.1.1.28	Furniture, furnishings, and equipment design	***Not provided.***

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.29 Other services provided by specialty Consultants	***Not provided.***
§ 4.1.1.30 Other Supplemental Services	***Not provided.***
§ 4.1.1.31 ***Electronic Document Service***	***By Owner.***

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

None at the time of this contract.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None at the time of this contract.

~~**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the ~~Architect,~~ Architect ***or Architect's consultants,*** any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- ~~**.9** Evaluation of the qualifications of entities providing bids or proposals;~~

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.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing ~~a~~ ***an extensive number of*** Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to ***an extensive number of*** the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require ***extensive*** evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 ***Two*** (***2***) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 ***Two*** (***2***) visits to the site by the Architect during construction

.3 ***One*** (***1***) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ***One*** (***1***) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. ***The Owner shall*** ~~update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree~~ ***not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the work, or contingencies included***

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in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the ~~Project's~~ Project scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated ~~proposal,~~ proposal ***by 15% or more,*** the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents ***for which the Architect is responsible under this Agreement*** as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by ~~mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.~~ mediation.. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~ ***The mediator shall be chosen by mutual agreement of the parties.***

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

~~[ ] Arbitration pursuant to Section 8.3 of this Agreement~~

[X] Litigation in a court of competent jurisdiction

~~[ ] Other: *(Specify)*~~

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

~~**§ 8.3 Arbitration**~~

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

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~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

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.1 Termination Fee:

0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

0.00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is ~~located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for ~~Construction.~~Construction***, as amended***.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access ***as determined by the Owner*** to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect ~~in writing~~ of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

~~.1 Stipulated Sum~~

~~*(Insert amount)*~~.3 Other

(Describe the method of compensation)

The fees for the design of the new terminal building will be in three phases. The phases are as identified below:

~~.2 Percentage Basis~~

~~*(Insert percentage value)*~~***Phase 1: Phase 1 of the contract will be to complete the Schematic Design Phase of the contract. This work will be done on an hourly, not-to-exceed amount of $25,000.***

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~***Phase 2: Phase 2 of the contract will be based upon a lump sum fee to complete the design and coordinate the bidding process. This work will begin after Phase 1 is complete, and the City of Fremont has approved the lump sum design fees to complete the remainder of the project.***

~~.3 Other~~

~~*(Describe the method of compensation)*~~

Phase 3: Phase 3 of the contract will be based upon a lump sum fee to complete the Construction observation and administration services. This work will begin after Phase 2 is complete, and the City of Fremont has approved the lump sum design fees to complete the construction services phase.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly based on rates listed in the attached Hourly Rate Schedule (included in Exhibit B).

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly based on rates listed in the attached Hourly Rate Schedule (included in Exhibit B).

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the ~~Architect plus percent (%), or as follows:~~Architect: *(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

Hourly based on rates listed in the attached Hourly Rate Schedule (included in Exhibit B).

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as ~~follows:~~

~~Schematic Design Phase~~		~~percent (~~		~~%)~~
~~Design Development Phase~~		~~percent (~~		~~%)~~
~~Construction Documents Phase~~		~~percent (~~		~~%)~~
~~Procurement Phase~~		~~percent (~~		~~%)~~
~~Construction Phase~~		~~percent (~~		~~%)~~
~~Total Basic Compensation~~	~~one hundred~~	~~percent (~~	~~100~~	~~%)~~

noted in the attached Design Fees (Exhibit B).

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Hourly rates are as listed in the attached Hourly Rate Schedule (included in Exhibit B).

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;

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(1883994433)

.10 Site office expenses;

.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.12 Other similar Project-related ~~expenditures.~~expenditures ***previously approved by the Owner***.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ***Ten Percent*** percent (***10*** %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of ***Zero Dollars*** ($ ***0.00***) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ***Sixty*** (***60***) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~%~~

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

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~~.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~*(Insert the date of the E203–2013 incorporated into this agreement.)*~~

_____

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] ~~AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204–2017 incorporated into this agreement.)*~~

_____

~~[ ]~~ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Certificate of Insurance
Exhibit B - Design Fees

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Mr. Dave Goedeken, Director of Public Works	***Michael A. Wachal, Principal / CFO***
(Printed name and title)	*(Printed name, title, and license number, if required)*

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(1883994433)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael A. Wachal, Principal / CFO, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:51:09 CT on 01/20/2020 under Order No. 3895528071 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect , as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Michael Wachal

(Signed)

Principal / CFO

(Title)

1-20-2020

(Dated)

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User Notes:

(1883994433)

Client#: 31259 DAVIS5

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/03/2019

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

EXHIBIT A

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

PRODUCER
INSPRO Insurance
P.O. Box 6847
Lincoln, NE 68506
402 483-4500

CONTACT NAME: Laura Paulsen
PHONE (A/C, No, Ext): 402-484-2722 FAX (A/C, No): 402-484-2728
E-MAIL ADDRESS: lpaulsen@isproins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Insurance Company	
INSURER B : Arch Insurance Co	11150
INSURER C : Chubb Group of Insurance Companies	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Davis Enterprises
DBA Davis Design, Inc.
1221 N Street Suite 600
Lincoln, NE 68508-2030

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			8K72202A	07/01/2019	07/01/2020	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			8K728822	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB / OCCUR X EXCESS LIAB / X CLAIMS-MADE DED / X RETENTION $10000			8K731469	07/01/2019	07/01/2020	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		8K826471	07/01/2019	07/01/2020	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional			PAAEP0105700	11/30/2018	11/30/2019	$5,000,000	
C	Management Liability			82118222	07/01/2019	07/01/2020	$3,000,000	

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

Project: New Airport Terminal

CERTIFICATE HOLDER

Fremont Municipal Airport
400 East Military Ave
Fremont, NE 68025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James D. Mibbed

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City of Fremont, Nebraska
New Airport Terminal Facility
DESIGN FEES
January 20, 2020

This proposal outlines the basic design fee structure to be used for the compensation to the Architect. The Architect is responsible for all the architectural, interior design, civil/site design, landscaping design, structural, mechanical, electrical, and construction administration. Interior design (selection of colors and materials) is included in the finished spaces. Furniture, Furnishings, & Equipment (FFE) selection is not included in the base fee below. Items specifically excluded from the scope of the design contract are as follows:

1. LEED
2. Cost Estimating
3. City/Public Utilities and Streets.
4. Zoning, re-platting, or other property issues.

The budget for the new Air Terminal Facility is to be determined during the design phase #1. The delivery method is design-bid-build. Project cost estimating will be performed at the following design stages:

25% Complete, Schematic Design - Phase 1
60% Complete, Design Development – Phase 2
90% Complete, Construction Documents – Phase 2

Major changes to the scope of work after review and approval of the documents will be subject to additional services.

Following is an outline of the design fees for the project.

Item Description

The fees for the design of the new terminal building will be in three phases. The phases are as identified below:

Phase 1: Phase 1 of the contract will be to complete the Schematic Design Phase of the contract. This work will be done on an hourly, not-to-exceed amount of $25,000.

Phase 2: Phase 2 of the contract will be based upon a lump sum fee to complete the Design and to coordinate the bidding process. This work will begin after Phase 1 is complete, and the City of Fremont has approved the lump sum design fees to complete the remainder of the project design.

Phase 3: Phase 3 of the contract will be based upon a lump sum fee to complete the Construction Observations and Administration Services. This work will begin after Phase 2 is complete, and the City of Fremont has approved the lump sum design fees to complete the construction services phase.

City of Fremont, Nebraska
New Airport Terminal Facility
DESIGN FEES
January 20, 2020

Surveying and geotechnical services will be required on this project. They have already been approved by the City of Fremont personnel because they were on site for the Terminal Taxiway project. Cost for the survey and geotechnical work will be passed along to the owner as a reimbursable expense without mark-up by Davis Design.

The design fees will be invoiced monthly. The invoices shall reflect the amount of work/effort completed to the date of the invoice. All invoicing will be based upon a percentage of completion for phase #2 and Phase #3.

Reimbursable expenses shall be as outlined in the contract or as further defined and developed within this paragraph. All reimbursable expenses that reflect the costs of direct expenses to the project such as printing, renderings, lodging, meal allowances, models, etc. are not included in the fees noted above and will be invoiced to the Owner with a markup of 1.10 per the contract. Travel expenses will reflect the current IRS federal rate for mileage as well as the hourly rates of the people involved in the travel. Mileage and travel expenses shall not include a 1.10 mark up.

Other items that are not included as part of the scope of work is as follows:

- Submittal Exchange Fees
- 3D High Resolution Renderings
- Permits and Fees by governing authorities
- Environmental studies or issues
- LEED design and documentation
- Changes requested by owner after approval process is complete
- Special inspections as required by local and international building codes
- IT, Phone, Data, AV system design. or other communications.
- Printing of plans for contractor/owner use.
- Federal/State/Local Taxes on services.
- Additional insurance costs above our standard coverage limits.
- Multiple phased project cost that will require additional construction administration time.

The Terminal project is not funded by the FAA and therefore will not be required to follow all of the FAA rules and regulations. Although the project is connected to the Taxiway project that is currently be done, the terminal project will not be subject to FAA funding or FAA regulations. Clearances and other items of safety required by the FAA will be followed.

Work items that are not specifically outlined in the scope of the Architects services will be considered additional services. Additional services will be performed on an hourly basis based upon the following rates, or a negotiated fee of some other arrangement with prior agreement by both parties.

City of Fremont, Nebraska
New Airport Terminal Facility
DESIGN FEES
January 20, 2020

Following are the hourly rates to be used for additional service items:

Davis Design, Inc.
Hourly Rate Schedule

Position	Hourly Rate
Principal, Project Manager	$190.00
Project Architect, AIA	$130.00
Architectural Designer	$115.00
Structural Engineer, PE	$150.00
Structural Designer	$120.00
Mechanical Engineer, PE	$150.00
Mechanical Designer	$120.00
Electrical Engineer, PE	$150.00
Electrical Designer	$120.00
Interior Designer	$100.00
CAD Technician	$ 95.00
Construction Administrator	$115.00
Administrative	$ 65.00

The hourly rates noted above are valid thru June 1, 2020. Salaries are to be adjusted on a yearly basis at a rate of 4.0% per year. This annual adjustment will occur on June 1, 2020. The adjustment will apply to additional services requested only. The lump sum design fee noted above will not require adjusted rates.

Submitted By,

Davis Design, Inc.

Michael A. Wachal, PE
Principal, CFO

RESOLUTION NO. 2020-023

A Resolution of the City Council of the City of Fremont, Nebraska to authorize to approval of Architectural Services Agreement with Davis Design, Inc. for Design Services in connection with the Aircraft Terminal Building at the Fremont Airport.

WHEREAS, the City of Fremont has entered into the original Engineering Services agreement with Davis Design, Inc. on April 11, 2017

WHEREAS, Phase 1 Services of the Architectural Services Agreement will not exceed $25,000.00

WHEREAS, Fees for Phase 2 and 3 Services will be negotiated at a later date.

BE IT RESOLVED: That the City Council of the City of Fremont, Nebraska to authorize to approve the Architectural Services Agreement with Davis Design, Inc. in connection with the Aircraft Terminal Building at the Fremont Airport.

PASSED AND APPROVED THIS 11th DAY OF FEBRUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken
City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: February 11, 2020

SUBJECT: Class I Liquor License Savage Restaurant Group, LLC., dba Alto Kitchen and Bar

Recommendation: 1) Conduct public hearing, 2) Move to approve Resolution 2020-026, recommending approval of Class I liquor license application of Savage Restaurant Group, LLC., dba Alto Kitchen and Bar, 317 N. Main St., Fremont, NE 68025.

Background: After holding a public hearing, Council will need to make a recommendation to the Nebraska Liquor Control Commission regarding the application.

The Resolution presented to Council requires a choice to be made. Council can recommend approval, no recommendation, no recommendation with stipulations or denial. The Resolution has been drafted for approval. If a motion is made to make no recommendation, no recommendation with stipulations or denial, then an amendment to the resolution will be necessary.

APPLICATION FOR LIQUOR LICENSE CHECKLIST - RETAIL

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

RECEIVED
JAN 21 2020
NEBRASKA LIQUOR CONTROL COMMISSION

Hot List: YES / NO (NO)	New/Replacing #	
Class Type I	122072	Initial TB

Applicant name Savage Restaurant Group, LLC

Trade name Alto Kitchen and Bar

Previous trade name

Contact email address savagerestaurantgroup@gmail.com

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

Office use only
PAYMENT TYPE CK 411
AMOUNT: 400
Received: BR

2000000193

FORM 100
PAGE 1

RECEIVED BR

1. X Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.

2. X Enclose application fee of $400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.

3. X Enclose the appropriate application forms;
   Individual License (requires insert form 1)
   Partnership License (requires insert form 2)
   Corporate License (requires insert form 3a & 3c)
   Limited Liability Company (LLC) (requires form 3b & 3c)

4. X If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.

5. _____ If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

6. _____ If buying the business of a current liquor license holder:
   a. Provide a copy of the purchase agreement from the seller (must read applicants name)
   b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
   c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)

7. _____ If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).

8. X Enclose a list of any inventory or property owned by other parties that are on the premises.

9. X For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
   a. For residency enclose proof of registered voter in Nebraska
   b. If permanent resident include Employment Authorization Card or Permanent Resident Card
   c. See guideline for further assistance

10. X Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.

11. X Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

_____
Signature

1-18-2020
_____
Date

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS

RETAIL LICENSE(S) Application Fee $400 (nonrefundable)

_____ A BEER, ON SALE ONLY
_____ B BEER, OFF SALE ONLY
_____ C BEER, WINE, DISTILLED SPIRTS, ON AND OFF SALE
_____ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
x I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
_____ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
_____ AB BEER, ON AND OFF SALE
_____ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
_____ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

_____ Class K Catering license (requires catering application form 106) $100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

_____ Individual License (requires insert 1 FORM 104)
_____ Partnership License (requires insert 2 FORM 105)
_____ Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
x Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application

Name_____ Phone number:_____

Firm Name_____

PREMISES INFORMATION

Trade Name (doing business as) Alto Kitchen and Bar

Street Address #1 317 N Main Street

Street Address #2

City Fremont County Dodge Zip Code 68025

Premises Telephone number (402) 919-1936

Business e-mail address savagerestaurantgroup@gmail.com

Is this location inside the city/village corporate limits: YES x NO

Mailing address (where you want to receive mail from the Commission)

Name Logan Kesselring

Street Address #1 2509 N Colorado Ave.

Street Address #2

City Fremont State Nebraska Zip Code 68025

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and **number of floors** of the building.

**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 118' 8" x width 18' 6" in feet

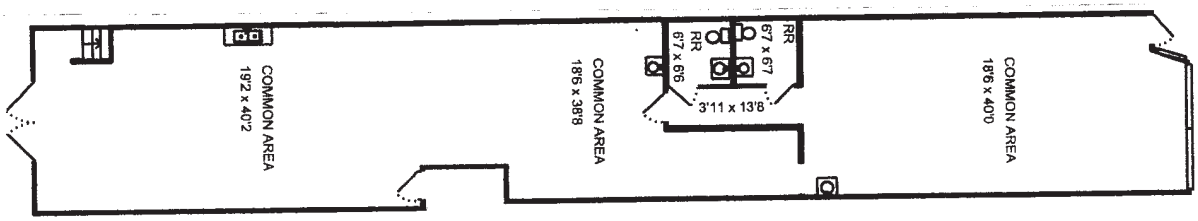
Is there a basement? Yes x No _____ If yes, length 78' 6" x width 18' 6" in feet

Is there an outdoor area? Yes _____ No x If yes, length _____ x width _____ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

Floor 1:

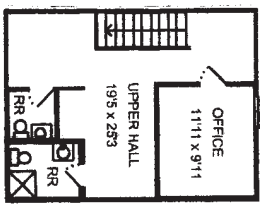
N



E

W

Floor 2:



S

APPLICANT INFORMATION

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

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. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. **Include traffic violations.** Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

__X__ 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
Kayla D. Kesselring	2016	Lincoln, NE	Speeding ticket	DISMISSED
Logan Kesselring	03/2015	Omaha, NE	DUI=>.15	GUILTY
Logan Kesselring	03/2015	Omaha, NE	Reckless driving	DISMISSED

2. Are you buying the business of a current retail liquor license?

_____ YES __X__ NO

If yes, give name of business and liquor license number_____

a) Submit a copy of the sales agreement
b) Include a list of alcohol being purchased, list the name brand, container size and how many
c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

_____ YES __X__ NO

If yes, give name and license number_____

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

_____ YES __X__ NO

If yes:
a) Attach temporary operating permit (TOP) (Form 125)
b) TOP will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

_____YES ___X___NO

If yes, list the lender(s)_____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

_____YES ___X___NO

If yes, explain. (all involved persons must be disclosed on application)

_____

No silent partners

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

___X___YES _____NO

If yes, list such item(s) and the owner. 14-burner propane gas range, 1 gas grill, 1 gas deep fryer, 1 electric oven

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

_____YES ___X___NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)
Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

_____

9. Is anyone listed on this application a law enforcement officer?

_____YES ___X___NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

_____

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.
a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

US Bank - Logan Kesselring, Kayla D. Kesselring

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

N/A

#7

Inventory owned by landlord, S. Heineman, and not the applicants, to be used in the daily functioning of the business, Alto Kitchen and Bar:

1. (1) 14-burner propane gas range
2. (1) gas grill
3. (1) gas deep fryer
4. (1) electric oven

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Logan Kesselring	07/2018-02/2019	Fremont Golf Club, Food & Beverage Director, Fremont, NE
Logan Kesselring	04/2016-04/2017	Boiler Room Restaurant, Chef, Omaha, NE

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

__x__ Lease: expiration date December 31, 2022

_____ Deed

_____ Purchase Agreement

14. When do you intend to open for business? March 1, 2020

15. What will be the main nature of business? Food Service

16. What are the anticipated hours of operation? 11:00 AM - 9:00 PM, Tuesday - Sunday

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM	YEAR TO	SPOUSE: CITY & STATE	YEAR FROM	YEAR TO
Fremont, NE	2018	2020	Fremont, NE	2018	2020
Lincoln, NE	2017	2018	Lincoln, NE	2010	2018
Omaha, NE	2010	2017			

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. 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.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

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.*

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

Signature of Applicant

Logan Kesselring

Print Name

Signature of Spouse

Kayla D. Kesselring

Print Name

Signature of Applicant

Print Name

Signature of Spouse

Print Name

ACKNOWLEDGEMENT

State of Nebraska
County of DODGE

1/18/2020
date

Notary Public signature

The foregoing instrument was acknowledged before me this

by LOGAN & KAYLA D KESSELRING
name of person(s) acknowledged (individual(s) signing)

WESLEY J WILMER
General Notary – State of Nebraska
My Commission Expires Jun 21, 2021

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.

APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b

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

RECEIVED

JAN 21 2020

NEBRASKA LIQUOR CONTROL COMMISSION

All members including spouse(s), are required to adhere to the following requirements:

1) **All members spouse(s) must be listed**
2) **Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.**
3) **Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)**

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Logan Kesselring

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Savage Restaurant Group, LLC

LLC Address: 317 N Main Street

City: Fremont State: Nebraska Zip Code: 68025

LLC Phone Number: (402) 919-1936 LLC Fax Number (402) 207-5626

Name of Managing/Contact Member
Name and information of contact member must be listed on following page

Last Name: Kesselring First Name: Logan MI:

Home Address: 2509 N Colorado Ave. City: Fremont

State: Nebraska Zip Code: 68025 Home Phone Number: (402) 215-3196

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of DODGE

1/18/2020
Date

The foregoing instrument was acknowledged before me this

by Logan Kesselring
name of person acknowledge

Affix Seal

WESLEY J WILMER
General Notary – State of Nebraska
My Commission Expires Jun 21, 2021

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Kesselring First Name: Logan MI: _____

Social Security Number: [redacted] Date of Birth: [redacted]

Spouse Full Name (indicate N/A if single): Kayla Diane Kesselring

Spouse Social Security Number: [redacted] Date of Birth: [redacted]

Percentage of member ownership 100.00%

Last Name: Kesselring First Name: Kayla MI: D

Social Security Number: [redacted] Date of Birth: [redacted]

Spouse Full Name (indicate N/A if single): Logan Kesselring

Spouse Social Security Number: [redacted] Date of Birth: [redacted]

Percentage of member ownership 0.00%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Spouse Full Name (indicate N/A if single):_____

Spouse Social Security Number:_____ Date of Birth:_____

Percentage of member ownership_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Spouse Full Name (indicate N/A if single):_____

Spouse Social Security Number:_____ Date of Birth:_____

Percentage of member ownership_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Spouse Full Name (indicate N/A if single):_____

Spouse Social Security Number:_____ Date of Birth:_____

Percentage of member ownership_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Spouse Full Name (indicate N/A if single):_____

Spouse Social Security Number:_____ Date of Birth:_____

Percentage of member ownership_____

Is the applying Limited Liability Company controlled by another corporation/company?

☐ YES ☒ NO

If yes, provide the following:

1) Name of corporation _____
2) Supply an organizational chart of the controlling corporation named above
3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

☐ YES ☒ NO

If yes, provide the Federal ID #._____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

Filing Document #: 9000491032 Pages: 1
Corporation Name: SAVAGE RESTAURANT GROUP LLC
Filing Date and Time: 12/10/2019 04:02 PM

Certificate of Organization

A Nebraska Limited Liability Company

Article 1: Name of Company
The name of the limited liability company is:

Savage Restaurant Group LLC

(Must contain the words "Limited Liability Company" or "Limited Company", or the abbreviation "L.L.C.", "LLC", "L.C.", or "LC". "Limited" may be abbreviated as "Ltd.", and "Company" may be abbreviated as "Co.")

Article 2: Initial Designated Office
The street address of the initial designated office is:

317 N Main Street

Fremont, NE 68025

Article 3: Initial Agent for Service of Process
The name of the initial agent for service of process is: Logan Kesselring

The street address of the initial agent for service of process is:

2509 N Colorado Ave

Fremont, NE 68025

(Must be a street address located in Nebraska. PO Boxes are not allowed).

Article 4: Members
The Company has at least one Member..

There are two company members: Logan Kesselring and Kayla D Kesselring

Article 5: Purpose
The purpose for which the Company is organized is to engage in any and all lawful business for which a limited liability company may be organized under the laws of the State of Nebraska.

Article 6: Professional Service (if applicable)
If the Company is organized to render a professional service, the professional service its members, managers, professional employees, and agents are licensed or otherwise legally authorized to render in this state is:

This article is not applicable. Professional Services will not be part of our business offerings.

Article 7: Management
The Company shall be member-managed. The name and address of the initial Members is as follows:

Logan Kesselring	Kayla D Kesselring
2509 N Colorado Ave	2509 N Colorado Ave
Fremont, NE 68025	Fremont, NE 68025

Article 8: Effective Date of Filing
This Certificate or Organization shall be effective when filed. A delayed effective date is not required.

IN WITNESS WHEREOF, the undersigned Organizer has executed this Certificate of Organization on the date below.

12-5-19
Date

Signature of Organizer

Logan Kesselring
Printed Name of Organizer

Nebraska Secretary of State

SAVAGE RESTAURANT GROUP LLC

Tue Jan 21 14:32:16 2020

SOS Account Number
[redacted]

Status
Active

Principal Office Address
No address on file
Registered Agent and Office Address
LOGAN KESSELRING
2509 N COLORADO AVE
FREMONT, NE 68025
Designated Office Address
317 N MAIN STREET
FREMONT, NE 68025

Nature of Business
Not Available
Entity Type
Domestic LLC
Qualifying State: NE
Date Filed
Dec 10 2019

Filed Documents

Filed documents for SAVAGE RESTAURANT GROUP LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Dec 10 2019	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation
$6.50
This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

Purchase Now

Certificate of Good Standing - USPS Mail Delivery

$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

Continue to Order

Back to Top

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

Office Use

RECEIVED
JAN 21 2020
NEBRASKA LIQUOR CONTROL COMMISSION

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: Savage Restaurant Group, LLC

Premise information

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

Premise Trade Name/DBA: Alto Kitchen and Bar

Premise Street Address: 317 N Main Street

City: Fremont County: Dodge Zip Code: 68025

Premise Phone Number: (402) 919-1936

Premise Email address: savagerestaurantgroup@gmail.com

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.

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

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Kesselring First Name: Logan MI:

Home Address: 2509 N Colorado Ave.

City: Fremont County: Dodge Zip Code: 68025

Home Phone Number: [redacted]

Driver's License Number & State: [redacted]

Social Security Number: [redacted]

Date Of Birth: [redacted] Place Of Birth: Papillion, Nebraska

Email address: logankesselring@gmail.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: Kesselring First Name: Kayla MI: D

Social Security Number: [redacted]

Driver's License Number & State: [redacted]

Date Of Birth: [redacted] Place Of Birth: Scottsbluff, Nebraska

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
Fremont, NE	2018	2020	Fremont, NE	2018	2020
Lincoln, NE	2017	2018	Lincoln, NE	2010	2018
Omaha, NE	2010	2017			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
07/2018	02/2019	Fremont Golf Club	Doug Shiple	(708) 878-6247
04/2016	04/2017	Boiler Room	Tim Nicholson	(402) 515-4942

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
Kayla Kesselring	2016	Lincoln, NE	Speeding ticket	DISMISSED
Logan Kesselring	03/2015	Omaha, NE	DUI=>.15	GUILTY
Logan Kesselring	03/2015	Omaha, NE	Reckless driving	DISMISSED

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

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)

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Logan Kesselring	07/2018-02/2019	Fremont Golf Club, Food & Beverage Director, Fremont, NE
Logan Kesselring	04/2016-04/2017	Boiler Room Restaurant, Chef, Omaha, NE

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

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.*

Signature of Manager Applicant **Signature of Spouse**

ACKNOWLEDGEMENT

State of Nebraska
County of Dodge The foregoing instrument was acknowledged before me this

1/18/2020 by Logan & Kayla D Kesserling
date NAME OF PERSON BEING ACKNOWLEDGED

Notary Public signature

Affix Seal
WESLEY J WILMER
General Notary – State of Nebraska
My Commission Expires Jun 21, 2021

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.

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

RECEIVED
JAN 21 2020
NEBRASKA LIQUOR
CONTROL COMMISSION

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: Alto Kitchen and Bar

Name of Person Bring Fingerprinted: Kayla D. Kesselring

Date of Birth: [redacted] Last 4 SSN: [redacted] Date fingerprints were taken: 12/30/2019

Location where fingerprints were taken: State Patrol Office - Troop H - Lincoln, 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 REQUIRED OF PERSON BEING FINGERPRINTED

Nebraska Secretary of State

Congratulations!

Your Nebraska Voter Registration Application has been submitted. Your confirmation number is: **0000203569**

The election commissioner or county clerk will, upon receipt of the application for registration, send an acknowledgment of registration to the applicant indicating whether the application is proper or not. You should receive this acknowledgment via mail from your local county official within 10-14 days.

Personal Information

First Legal Name	KAYLA
Middle Legal Name	D
Last Legal Name	KESSELRING

Current Address

Address 1	2509 N COLORADO AVE
City	FREMONT
County	Dodge
State	Nebraska
Zip Code	68025

Additional Information

No additional information provided

Contact Information

Work/Cell Number	(402) 937-3900
Email Address	kdkesselring@gmail.com

[redacted]

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
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  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.
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  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: Alto Kitchen and Bar

Name of Person Bring Fingerprinted: Logan Kesselring

Date of Birth: [redacted] Last 4 SSN: [redacted] Date fingerprints were taken: 12/30/2019

Location where fingerprints were taken: State Patrol Office - Troop H - Lincoln, 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 REQUIRED OF PERSON BEING FINGERPRINTED

VOID VOID VOID VOID

Fred Mytty
(402) 727-2767
County Clerk
435 N. Park, Rm 102
Fremont, NE 68025

Return Service Requested

Acknowledgement & Verification of Registration

IMPORTANT INFORMATION ON BACK

DETACH AT PERFORATION AND KEEP ENTIRE BOTTOM PORTION

Precinct: City of Fremont 2C 008
Polling Place: [redacted]
Fremont 2C 008
Extension Service
1206 West 23rd St
Fremont
U.S. Congressional District 1

Fremont Public Schools
PSC District 4

FOR WALLET SIZE • FOLD HERE

Dodge County, State of Nebraska

3214647
Logan Kesselring
2509 Colorado Ave
Fremont, NE 68025

LEASE AGREEMENT

THIS LEASE, made this 1st day of November, 2019 (the "Effective Date"), between H Rentals of Fremont, LLC, a Nebraska limited liability company hereinafter referred to as Lessor, and [illegible], hereinafter collectively referred to as Lessee. Lessor and Lessee are individually and collectively sometimes referred to in this Lease as a "party" or the "parties," respectively.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES that in and for mutual written promises, covenants, conditions and agreements herein-after set forth, the parties agree as follows:

1. LEASED PREMISES AND LEASE. Lessor does hereby let, demise and lease unto Lessee the building and improvements located at 317 N Main Street, Fremont, Nebraska (the "Leased Premises").

2. TERM OF LEASE. This Lease shall commence on January 1, 2020 and expire on December 31, 2022 (the "Initial Term"), unless sooner terminated pursuant to the terms of this Lease. Lessee may extend this Lease past the Initial Term for another three years (the "First Lease Extension Term") with monthly rent increasing to $1,800.00 per month provided, however, that Lessee gives Lessor 180 days notice prior to the Initial Term's expiration date.

3. RENT. In addition to compliance with other provisions contained herein, Lessee shall pay, in advance, the following rent for the use and occupancy of the Leased Premises and any improvements thereon during the Initial Term which commences January 1, 2020:

Months	1 – 36	$1,650.00	monthly

If Lessee elects to extend this Lease past the Initial Term as provided for in paragraph 2, Lessee shall pay, in advance, all required rent payments on the first day of each month during the First Lease Extension Term. Any monthly rent payments received after the 5th day of the month in which it was due, unless its associated envelope is postmarked on or before the 5th day of the applicable month, will be considered delinquent and Lessee shall be subject to a $250.00 late fee which must be paid by the 15th day of that month.

4. UTILITIES. During all times in which this Lease remains valid and enforceable, Lessee shall timely pay any and all electrical, gas, heating, water, sewer, gargage, and snow removal charges incurred on the Leased Premises by Lessee and hold Lessor harmless thereon.

Lessor [illegible]

Lessee [illegible]

5. INSURANCE. Lessor agrees to obtain and keep in force, fire and casualty insurance on the entire Leased Premises (except for Lessee's personal property, inventory and customer's personal property). Lessee shall maintain general liability insurance coverage to protect Lessor and the public from Lessee's business operation to include bodily injury, personal injury, death and property damage naming Lessor as an additional insured indemnifying Lessor. The per occurrence and aggregate limits of liability of Lessee's general liability insurance policy shall not be less than One Million and no/100 Dollars ($1,000,000.00) combined single limit. Lessee shall be solely responsible for any and all damage caused by it or its employees, agents or customers, and shall hold Lessor harmless thereon. In the event that any or all of the Leased Premises are damaged by fire or other casualty that materially interferes with Lessee's use of the Leased Premises (which shall be determined in Lessee's sole discretion), the normal operation of Lessee's business (which shall be determined in Lessee's sole discretion), and such damage cannot be repaired within two months of the occurrence of such casualty, then Lessor or Lessee may elect, within thirty (30) days of the date of the casualty, to terminate this Lease by sending a written notice of such election to the other party. If this Lease is so terminated, Lessor and its mortgagee shall be entitled to all insurance proceeds paid as a result of the loss. If this Lease is not terminated by such casualty, all insurance proceeds shall be used to repair and restore the Leased Premises to the condition that it was in prior to such casualty with all reasonable speed and promptness provided that the mortgagee consents to the same.

6. REPAIRS. Lessee shall be responsible for any repairs to the furnace, air conditioning, plumbing, sewer, HVAC, and other fixtures that cost less than $500.00 per occurrence after all warranties have been exhausted, if applicable. Any repairs to such fixtures in excess of $500.00 shall be the responsibility of Lessor after the first $500.00 is paid by the Lessee. Lessor shall be responsible for all repairs to, or the replacement of, the Leased Premises' front wall, side wall(s), rear wall, roof, footings, exterior windows, exterior doors, sidewalks, parking lot(s), and other common area amenities/improvements.

7. REAL ESTATE TAXES. Lessor shall be responsible for all real estate taxes associated with the Leased Premises and the associated common areas.

8. SIGNAGE. Lessee may erect a sign, in compliance with Fremont, Nebraska's city code, on the Leased Premises at Lessee's own expense and said sign must removed upon termination of this Lease.

9. USE OF LEASED PREMISES. Lessee shall use the Leased Premises as a restaurant, in a lawful manner, and comply with all laws and city ordinances of Fremont, Nebraska, with respect to usage.

10. SIDEWALK AND PARKING AREA. Lessee agrees to keep the sidewalks in front of the Leased Premises free from debris, snow and ice.

Lessor_____

Lessee_____

11. ENTRY BY LESSOR. Lessor shall have the right to inspect the Leased Premises, but to protect the privacy of the Lessee's customers, Lessee has the right to establish a reasonable time for such inspections. Any personal property of Lessor remaining in the Leased Premises may be removed at any time by Lessor unless Lessee actually purchases the same from Lessor.

12. DEFAULT. Lessee covenants that if the rent required by this Lease or any part thereof, is unpaid when due, or should Lessee fail to perform any of the covenants, provisions and agreements contained herein, or if a petition in bankruptcy is filed by Lessee, or if Lessee shall be adjudged bankrupt or insolvent by any Court, or if a trustee or receiver in bankruptcy or a receiver or trustee of the property of Lessee shall be appointed in any suit or proceeding by or against Lessee, or if Lessee shall be dispossessed, Lessor may re-enter and recover and resume possession of the Leased Premises by force or otherwise without being liable to prosecution therefore. In the event of such resumption of possession under this Lease or by summary proceedings or any other means, Lessor may remove all persons and property from the Leased Premises and relet the same after giving Lessee written notice of such default and Lessee's failure to cure the default within 14 days thereafter. Lessor shall be entitled to hold Lessee liable for the difference between the rents and payments which would have been payable if the original term of this Lease had continued in force, and the net rent realized by Lessor for the residue of the term by reletting the Leased Premises to other parties. Lessee agrees that such rent shall be determined by: (1) deducting the gross rent received by reason of such reletting, (2) adding any reasonable expense incurred by Lessor in recovering possession of the Leased Premises; (3) adding the reasonable expense incurred by Lessor to relet the property, and (4) adding the reasonable expense incurred to make necessary and reasonable alterations and repairs in order to place the property in its original condition or make repairs caused by the neglect actions of Lessee. Lessee agrees that said reletting may be for the residue of the leased term or for portions thereof, from time to time as opportunity may offer, and as Lessor may deem expedient, and, in such case, Lessee shall, for each period for which rent is payable under such reletting, be liable for the difference from time to time between the proportionate part of the rent as fixed by this Lease and the rent received for such period of reletting. Lessor agrees to use his best endeavors to rent the Leased Premises for the highest rent that can be obtained therefore.

13. REMODELING. Lessee shall have the right to make alterations to, or remodel, the Leased Premises at Lessee's cost, **only with Lessor's prior consent** provided that the same are not structural in nature. If structural alterations are desired by Lessee, Lessee must obtain Lessor's prior written permission. Lessee shall pay all materialmen, material providers, workers and contractors within thirty (30) days of receipt of a statement for their product or labor, and remove at its own cost, any mechanic's liens filed on the Leased Premises if said mechanic's liens result from alterations, remodeling, or structural alterations made by Lessee.

Lessor _____

Lessee _____

Lessee shall have the right to remove from the Leased Premises Lessor's removable furnishings, trade fixtures and equipment provided that Lessee repairs any damage resulting from said removal; and further provided that all permanently installed improvements made by Lessee shall remain on and be a part of the real estate.

14. INDEMNITY. Lessor shall indemnify and hold Lessee harmless from any and all costs, claims, actions, damages, liabilities arising out of the breach of Lessor's obligations under this Lease. Lessee shall indemnify and hold Lessor harmless from any and all costs, claims, actions, damages, liabilities and lawsuits arising out of a breach by Lessee of Lessee's obligations hereinunder or any negligence of Lessee.

15. FIRE AND CASUALTY. If the Leased Premises are damaged or destroyed by fire or casualty and the building is only partially damaged and is habitable/suitable for business use (as determined in Lessee's sole discretion) and Lessor makes full repairs within sixty (60) days, this Lease shall continue without abatement or apportionment of rent; and (b) if the building is rendered inhabitable or unsuitable for business use (as determined in Lessee's sole discretion) and Lessor cannot repair the building within sixty days, Lessee may vacate this Lease and notify Lessor in writing within five days of vacating, of Lessee's intent to terminate in which case this Lease shall terminate as of the date of vacating, and all prepaid rent and unapplied security deposit shall be returned to Lessee.

16. EMINENT DOMAIN. In the event that any part of the Leased Premises are acquired by the exercise of the power of eminent domain, Lessee shall be relieved, after possession is required to be surrendered, of all obligation to pay rent and perform other any obligations under this Lease, and this Lease shall terminate automatically.

17. BINDING EFFECT. This Lease shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns.

18. TIME IS OF THE ESSENCE. Time is of the essence with respect to all of the terms and provisions of this Lease.

19. NOTICES. Any notice or demand given hereunder shall be in writing and personally delivered or sent by first class mail postage prepaid to Lessor at 750 N Clarmar Avenue Fremont, NE, 68025 to Lessee at _____ or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein

20. GOOD FAITH. Both Lessor and Lessee shall execute and deliver documents deemed reasonably necessary to effect this transaction and shall otherwise act in good faith.

Lessor SGh

Lessee HK

21. NEBRASKA LAW. This Lease shall be construed and enforced in accordance with the laws of the State of Nebraska.

22. COMPLETE AGREEMENT/NONMERGER. This Lease and any documents attached to, or incorporated into, this Lease contain the complete agreement between the parties with respect to the transaction contemplated by this Lease and supersede all prior or contemporaneous written or oral agreements and understandings between the parties with regard to this Lease. If any provision, or application of any provision, of this Lease is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Lease shall be construed as if the unlawful or unenforceable provision or application had not been contained in this Lease. This Lease may be amended or modified only by a written instrument executed by all parties.

23. HEADINGS. The headings contained in this Lease are for convenience only and will not be deemed to affect the interpretation of the provisions of this Lease.

24. JOINT PREPARATION. This Lease was jointly prepared by the parties and shall not be construed or interpreted against any one party merely because such party participated in the drafting or preparation of this Lease.

25. SUBLETTING. Lessee shall not assign this Lease or sublet the Leased Premises without Lessor's prior written permission. Lessee has Lessor's consent to sub-lease the 2nd floor.

26. BROKERS. Tenant acknowledges member of the landlord, Sam Heineman, is a licensed real estate agent in the State of Nebraska.

LESSOR: H Rentlas of Fremont, LLC,
A Nebraska limited liability company

Sam Heineman
Managing Member

LESSEE:

Lessor SH
Lessee LK

Agency Disclosure Information for Tenants and Landlords

Company Lodge County Realty Group Agent Name Bailey S Becher

Nebraska law requires all real estate licensees provide this information outlining the types of real estate services being **offered**.

For additional information on agency and consumer protection go to: http://www.nrec.ne.gov/consumer-info/index.html

The agency relationship offered is (initial one of the boxes below, all parties initial if applicable):

_____ **Limited Landlord's Agent** • *Works for the landlord* • *Shall not disclose any confidential information about the landlord unless required by law* • *May be required to disclose to a tenant otherwise undisclosed adverse material facts about the property* • *Must present all written offers to and from the landlord in a timely manner* • *Must exercise reasonable skill and care for the landlord and promote the landlord's interests* *A written agreement is required to create a landlord's agency relationship*	BK **Limited Tenant's Agent** • *Works for the tenant* • *Shall not disclose any confidential information about the tenant unless required by law* • *May be required to disclose to a landlord adverse material facts including facts related to tenant's ability to financially perform the transaction* • *Must present all written offers to and from the tenant in a timely manner* • *Must exercise reasonable skill and care for the tenant and promote the tenant's interests* *A written agreement **is not** required to create a tenant's agency relationship*
_____ **Limited Dual Agent** • *Works for both the tenant and landlord* • *May not disclose to landlord that tenant is willing to pay more than the price offered* • *May not disclose to tenant that landlord is willing to accept less than the asking price* • *May not disclose the motivating factors of any client* • *Must exercise reasonable skill and care for both tenant and landlord* *A written disclosure and consent to dual agency required for all parties to the transaction*	_____ **Customer Only** (see reverse side for list of tasks agent may perform for a customer) • ***Agent does not work for you,*** *agent works for another party or potential party to the transaction as:* *__Limited Tenant's Agent __Limited Landlord's Agent* *__ Common Law Agent (attach addendum)* • *Agent may disclose confidential information that you provide to agent to his or her client* • *Agent must disclose otherwise undisclosed adverse material facts:* *- about a property to you as a tenant/customer* *- about tenant's ability to financially perform the transaction to you as a landlord/customer* • *Agent may not make substantial misrepresentations*

____**Common Law Agent for** ____ **Tenant** ____ **Landlord** (complete and attach Common Law Agency Addendum)

THIS IS NOT A CONTRACT AND DOES NOT CREATE ANY FINANCIAL OBLIGATIONS. By signing below, I acknowledge that I have received the information contained in this agency disclosure and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

Acknowledgement of Disclosure

(Including Information on back of form)

(Client or Customer Signature)	(Date) 11-12-19	(Client or Customer Signature)	(Date)
(Print Client or Customer Name)		(Print Client or Customer Name)	

Contact Information:

1. Agent(s) name(s) and phone number(s):

Only the agent(s) named in #1 (above) is offering to represent you as your agent. Other licensees of the same brokerage or members of the same team may work for another party to the transaction and should NOT be assumed to be your agent. LK Init. LK Init (this paragraph is not applicable if the proposed agency relationship is a customer only or the brokerage does not practice designated agency)

2. Team name, Team Leader name and phone number (only if applicable):

3. Managing Broker(s) name(s) and phone number(s) (only if applicable):

4. Designated Broker name, name designated broker does business under (if different), and

   phone number:

(Optional) Indicate types of brokerage relationships offered

(Optional, see instructions) Tasks brokerage may perform for an unrepresented customer

Client or Customer name(s):

PERSONAL GUARANTEE

The undersigned individual hereby absolutely and unconditionally guarantee unto Landlord the payment of the rent and the performance of all of the covenants under the Lease and all renewals and extensions thereof by Tenant and hereby waive notice of any default under the Lease and agree that this liability shall not be released or affected by an extension of time for payment, by any forbearance by Landlord, or by any assignment or modification of this lease.

Dated this __ day of 11-14th, 2014.

BY: _____

Lessor _____

Lessee _____

Alto Kitchen and Bar

Business Plan

Alto Kitchen and Bar, a new fine dining restaurant, is located in historic downtown Fremont, Nebraska. Alto Kitchen and Bar offers fresh and exciting cuisine, handcrafted by our Executive Chef, combining the highest quality products with nature's favorite flavors. Alto Kitchen and Bar boasts seating for 46 guests, providing a social yet intimate dining experience. Alto Kitchen and Bar offers lunch and dinner service between the hours of 11:00 am and 9:00 pm, Tuesday through Sunday. Our menu includes a variety of delicious dishes, including soups, sandwiches, salads, handmade pastas, and revolving dinner specials like steak and seafood, as well as popular beers on tap, hand-crafted cocktails and a sophisticated wine selection. This family-owned and -operated restaurant manages a small, guest-oriented staff to ensure consistent presentation and delivery of our dishes. Alto Kitchen and Bar prides itself on utilizing the highest quality products to create each delicious dish, to be prepared specially for our guests and served in a beautiful, enjoyable environment.

Fremont Police Department
Liquor License Application Investigative Report

Name of Business: Alto Kitchen and Bar
Business Address: 317 N. Main Street Fremont, NE 68025
Business Phone #: (402) 919-1936
Business Owner (s): Logan and Kayla Kesselring

Business Owner's Address (s): 2509 N. Colorado Avenue Fremont, NE 68025
Owner's Daytime Phone Number: (402) 215-3196

1. Type of Investigation:
- _X_ Purchase of Business
- __ Upgrade of Existing License (From __ to __)
- __ Expansion of Present Business
- __ Renewal - Long Form
- __ New and additional License
- __ Transfer of Location
- __ Manager / Employees

2. Type of License: Class - I

3. Type of Business:
- __ Hotel / Motel
- __ Liquor / On / Off Sale only
- _X_ Restaurant / Food Service
- __ Entertainment
- __ Other _____

4. Type of Ownership:
- _X_ Corporation (LLC)
- __ Partnership
- __ Individual
- __ Limited Liability Company (LLC)

5. Financial Information : (Estimation)

Previous Years Gross Sales
$ 67,500 Estimated Annual Payroll
$ 180,000 Estimated Gross Income
70 % Food 30 % Liquor

6. Premise Information: _X_ Commercial ___ Industrial ___ Residential

Estimated Seating Capacity: Estimated # of Customers per day - 70/day

Premise days of operation: DAYS/WEEK – Tuesday through Sunday

Premise hours of operation: 11am-9pm

7. Type of Food Service: ____Microwave ____Grill __X__ Kitchen

Date of Completed Investigation January 29, 2020

Signature of Investigating Officer _____

Date of Hearing by Governing Body 2/11/2020

Governing Body Recommendation:

_____

_____

_____

_____

Signature of Applicant _____ **Date** 1/30/2020

Printed Name of Applicant Logan Kessling

Notary Kathryn A. Boehlke

GENERAL NOTARY - State of Nebraska
KATHRYN A. BOEHLKE
My Comm. Exp. July 25, 2021

Falsification of any part of this application may result in criminal and civil penalties.

8. Employees: **# 1 Full Time** **# 9 Part Time**

Are any of the employees under 21 years of age? Unknown-no one is hired at this time.

Have any of the employees ever been arrested and/or convicted of any criminal offense? N/A—unknown at this time.

9. Manager Information: **Name:** Logan Kesselring
Address: 2509 N. Colorado Ave. Fremont, NE 68025
Phone # (402) 215-3196
Driver's License [redacted] **State** NE

Length of time as owner: N/A

Is anyone other than the manager responsible for the daily operation of the business? No

10. Number of Licenses within competitive distance: 4

11. Does the establishment have gaming? No

12. Does the establishment sell tobacco products? No

13. Has this establishment's owners or any employee of this establishment ever been before the Nebraska Liquor Control Commission in a disciplinary hearing? No

14. Please give the approximate number of police service calls to this establishment during the last year. N/A

15. Is anyone other than those individuals previously listed, drawing a percentage of the profits of this establishment? No

16. Please enclose copy of lease agreement.

Date received by Fremont Police Department January 23, 2020

LIQUOR APPLICATION REPORT

PLANNING REPORT

DATE January 23, 2020 DUE DATE: February 4, 2020

IS (X) IS NOT ( ) WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY

IF NOT, DO NOT PROCEED – NOTIFY THE MUNICIPAL CLERK'S OFFICE

AND RETURN THIS FORM

GENERAL INFORMATION:

APPLICANT Logan Kessering dba Alto Kitchen and Bar

LOCATION 317 N. Main Street

REQUESTED LICENSE OR ACTION: Class I beer, wine and spirits on- sale only

EXISTING ZONING: DC, Downtown Commercial

EXISTING LAND USE: vacant commercial building

ADJACENT LAND USE AND ZONING:

NORTH: DC, Downtown Commerical

SOUTH: DC zoning with commercial uses

EAST: DC zoning with commercial uses

WEST: DC zoning with commercial uses

GENERAL NEIGHBORHOOD / AREA LAND USES: The subject property is located in the downtown commercial district and is surrounded by commercial uses.

ANALYSIS OF NEIGHBORHOOD EFFECTS: The proposed use is consistent with the uses in surrounding area.

SIGNED: Jennifer L. Dam

Jennifer L. Dam, AICP; Director of Planning

RESOLUTION NO. 2020-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA CONSIDERING AN APPLICATION FOR A CLASS I LIQUOR LICENSE FOR SAVAGE RESTAURANT GROUP, LLC., DBA ALTO KITCHEN AND BAR 317 N. MAIN ST., FREMONT, NE 68025.

WHEREAS, an application was filed by Savage Restaurant Group, LLC., dba Alto Kitchen and Bar, for property located at 317 N. Main St., Fremont, NE 68025 for a class I liquor license; and,

WHEREAS, a public hearing notice was published in the Fremont Tribune as required by state law on January 30, 2020; and,

WHEREAS, a public hearing was held on February 11, 2020 for the purpose of discussing such liquor license application,

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 liquor license application.

PASSED AND APPROVED THIS 11th DAY OF FEBRUARY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, Planning Director

DATE: February 11, 2020

SUBJECT: Hidden Brook Subdivision Preliminary Plat

Recommendation: Recommend approval of Resolution #2020-027

Background:

This is a request for a Preliminary Plat consisting of 20 residential lots and two larger lots for future development. The residential lots are sized to accommodate duplexes, like the development to the west.

The property is located on the south side of 29th Street between the east side of the Fountain Springs duplex subdivision and Yeager Road.

The property is zoned UR, Urban Residential. In the UR zoning district the minimum lot size is 4,500 sq. ft. for duplex units, with a minimum 44' width. The proposed lots are all substantially larger than the minimum requirement.

The southern area of Lots 9, 10 and 11 that contain the drainage way do show a 75' drainage way and utility easement.

The southern portion of the property includes the Rawhide Creek. The Rawhide Creek has a flood plain that has been defined by FEMA, but the flood plain has not been fully mapped. The Nebraska Department of Natural Resources has determined a Base Flood Elevation (BFE) of 1187 along this area of the creek. While the property is not currently in a FEMA regulatory designated flood plain, the existing grade is lower than the BFE.

FEMA was in the process of revising the flood plain maps with the Lower Elkhorn study prior to the floods of 2019. That project has been put on hold because the channel of the Elkhorn River has shifted. However, the property is in an area that is likely to be designated as a flood plain.

This is an area that is known to have flooding problems. The Fountain Springs duplex development to the west was required to elevate the lots and the duplexes.

The developer has submitted grading plans that show the grade of the lots at 1187.7 on the east side of the property and 1187.7 and 1187.99 at the south end of the property. Those grades are not one foot above the BFE.

While this area is not currently in a regulatory flood plain, staff recommends that the lots be elevated to a minimum of 1’ above the BFE and that the lowest floor elevation of the dwelling units be elevated to a minimum of 2’ above the BFE to protect the development from flooding.

The Utility Department is requesting a 10’ utility easement along the east and west boundaries of the project.

The Public Works Director noted that there may be water and sewer assessments against the property. The Assistant City Administrator for Utilities confirmed that there are no assessments against the property.

The Public Works Director noted that the storm water system is adequate as shown.

Sidewalks are required along Hidden Brook Drive and should be shown on the layout.

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

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

Fiscal Impact: The proposal will add 40 dwelling units to the tax base.

Preliminary Plat

HIDDEN BROOK SUBDIVISION

A Subdivision of Lot 2 and Lot 3 of Fountain Springs Estates Subdivision
to the City of Fremont, Dodge County, Nebraska

Curve Data

C1 Arc Length= 132.16' Chord Length= 132.03' Chord Bearing= S 76°01'54" W Radius= 867.50'	C4 Arc Length= 60.32' Chord Length= 57.34' Chord Bearing= S 25°51'00" W Radius= 55.00'	C7 Arc Length= 46.40' Chord Length= 45.04' Chord Bearing= N 51°46'39" E Radius= 55.00'
C2 Arc Length= 55.22' Chord Length= 55.21' Chord Bearing= S 82°13'11" W Radius= 867.50'	C5 Arc Length= 48.38' Chord Length= 46.84' Chord Bearing= S 30°46'09" E Radius= 55.00'	C8 Arc Length= 54.57' Chord Length= 52.36' Chord Bearing= N 02°48'52" w Radius= 55.00'
C3 Arc Length= 129.64' Chord Length= 129.52' Chord Bearing= S 88°19'28" W Radius= 867.50'	C6 Arc Length= 46.15' Chord Length= 45.95' Chord Bearing= S 80°15'52" E Radius= 55.00'	C9 Arc Length= 32.15' Chord Length= 31.70' Chord Bearing= N 45°59'05" W Radius= 55.00'

N
W E
S

Drawn By: LRR
Date: November 21, 2019
Project Number: S-027-031
Scale: 1" = 60'

0 30 60 120
SCALE IN FEET

LEGEND

- Property Corner Found
- Property Corner Set (5/8"x24" I.B. w/Cap)
- Calculated Point
- M Measured Distance
- R Recorded Distance (SWD) Stephen W. Dodd, LS #503 Dated October 28, 2015
- C Calculated Distance
- Telephone Pedestal
- Manhole
- Water Valve
- Fire Hydrant
- Tree
- Power Pole
- Light Pole
- UGP Underground Electrical
- OHP Overhead Electrical
- T Telephone Line
- W Water Line
- S Sanitary Sewer Line
- S Proposed Sanitary Sewer
- Proposed Manhole
- W Proposed Water Line
- Proposed Water Valve
- Proposed Fire Hydrant
- Proposed Flow Arrows

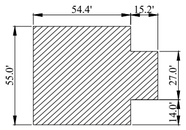
ZONING
Existing Zone: UR

- 15' Front Setback
- 8' Street Side Setback
- 5' Interior Side Setback
- 10' Rear Setback

DEVELOPER:
Mesner Development Co.
1415 16th Street, Suite 200
Central City, NE 68826

OWNER:
Eastowne Development LLC
1005 E. 23rd Street
Fremont, NE 68025

SURVEYOR:
Terry L. Schulz
Advanced Consulting Engineering Services, Inc.
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923



Note: The finished floor or each structure will be built 1 foot above the lot elevation.
Proposed House Sketch

This survey was prepared at the request of Mesner Development, Central City, Nebraska.

LEGAL DESCRIPTION:
Lot 2 and Lot 3 of Fountain Springs Estates Subdivision to the City of Fremont, Dodge County, Nebraska.

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on November 20, 2019; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

NEBRASKA REGISTERED LS-550 LAND SURVEYOR TERRY L. SCHULZ

Terry L. Schulz, State of Nebraska, R.L.S. #550 Date

DEDICATION
Know all men by these presents: That Eastowne Development LLC, being the owner and proprietor of the property described and embraced within this plat, has caused said land to be subdivided into streets and lots, to be named and numbered as shown, said subdivision to be hereafter known as HIDDEN BROOK SUBDIVISION. Said owner hereby ratifies and approves of the disposition of their property, as shown on this plat. Said owner hereby dedicates to the public for perpetual utility easements to the City of Fremont, and any other public or private utility for reciprocal use by the licensees of said subdivision, to build, erect, maintain and or repair the following: sewer lines, water lines, drainage facilities, natural gas lines, wires and cables for carrying transmission of electrical current for light, heat and power, and for the transmission and reception of signals and sounds of all kinds on, over, through, under and across all strips of land labeled as utility easements on this plat. No permanent buildings, retaining walls or loose rock walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping, driveways and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

Eastowne Development, LLC

STATE OF NEBRASKA)
)ss
COUNTY OF DODGE)

The foregoing dedication was acknowledged before me by Eastowne Development, LLC., and who hereby acknowledges the signing of said dedication to be his voluntary act and deed this _____ day of _____ , 2020.

NOTARY PUBLIC

My Commission Expires _____

APPROVAL OF CITY COUNCIL OF FREMONT, NEBRASKA:
This plat of HIDDEN BROOK SUBDIVISION was approved and accepted by the City Council of the City of Fremont, Nebraska on this_____ day of _____ , 2020.

Mayor City Clerk

APPROVAL OF CITY PLANNING COMMISSION OF FREMONT, NEBRASKA:
This plat of HIDDEN BROOK SUBDIVISION was approved by the City Planning Commission of the City of Fremont, Nebraska on this _____ day of _____ , 2020.

Chairman Secretary

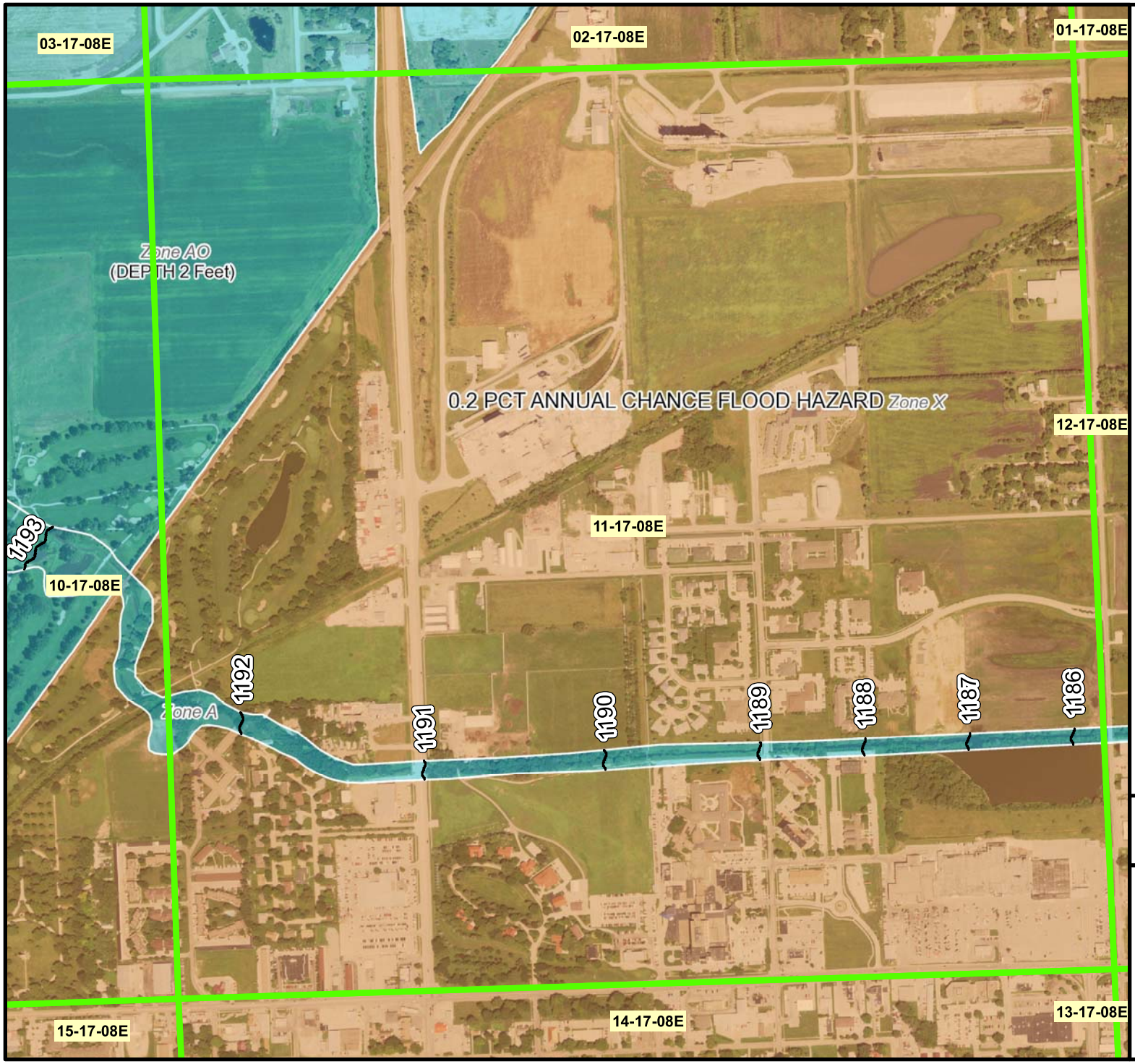
ADVANCED CONSULTING ENGINEERING SERVICES
133 W. Washington St. • P.O. Box 218
West Point, NE 68788
Phone: (402) 372-1923

G:\SURVEYS\027 DODGE COUNTY\S-027-031 HIDDEN BROOK SUBDIVISION\PRELIMINARY PLAT - HIDDEN BROOK SUBDIVISION.dwg, 1/7/2020 12:17:24 PM, DWG To PDF.pc3, 1:60

Hidden Brook Subdivision									
			Setbacks				Building		
Lot Number	Lot Size (3,500 sq.ft.)	Width (30 ft.)	Front (20 ft.)	Side (5 ft.)	Street (10 ft.)	Rear (15 ft.)	Height (35 ft.)	Coverage Ratio (40%)	Impervious Ratio (50%)
1	9896.34	61.85	20	5	12	15	< 35	34%	46%
2	8935.50	69.00	20	7	-	15	< 35	38%	50%
3	8935.50	69.00	20	7	-	15	< 35	38%	50%
4	8935.50	69.00	20	7	-	15	< 35	38%	50%
5	8935.50	69.00	20	7	-	15	< 35	38%	50%
6	8935.50	69.00	20	7	-	15	< 35	38%	50%
7	8935.50	69.00	20	7	-	15	< 35	38%	50%
8	10023.02	86.83	20	7	-	15	< 35	34%	47%
9	11169.67	45.00	20	7	-	15	< 35	30%	40%
10	21150.74	45.00	20	7	-	15	< 35	16%	21%
11	21837.62	45.00	20	7	-	15	< 35	16%	21%
12	13315.00	54.57	20	7	-	15	< 35	26%	34%
13	10502.32	79.06	20	5	-	15	< 35	32%	44%
14	8935.50	69.00	20	7	-	15	< 35	38%	50%
15	8935.50	69.00	20	7	-	15	< 35	38%	50%
16	8935.50	69.00	20	7	-	15	< 35	38%	50%
17	8935.50	69.00	20	7	-	15	< 35	38%	50%
18	8935.50	69.00	20	7	-	15	< 35	38%	50%
19	8935.50	69.00	20	7	-	15	< 35	38%	50%
20	9197.00	69.62	20	7	10.5	15	< 35	37%	48%

NEBRASKA
DEPT. OF NATURAL RESOURCES

Base Flood Elevation Determination



Section 11-17-08E
City of Fremont
Dodge County

Valid: March 15, 2019
until Superseded
Effective FIRM dated: 1/2/2008

Legend

BFE--NAVD 1988

County

Section

Effective Flood Zones

1% Annual Chance

0.2% Annual Chance

N
W E
S

0 400 800 1,600 ft

Please see page 2 for the Use and Limitations of this BFE Determination

This BFE was determined by:

Dam, Jennifer

From: Goedeken, Dave
Sent: Thursday, January 9, 2020 8:27 AM
To: Dam, Jennifer
Subject: FW: Hidden Brook Subdivision
Attachments: David Goedeken.vcf

See comments below in italics.

It would appear they have satisfied the comments I had by earlier email.

D

David Goedeken
City of Fremont
Director of Public Works

(402) 727-2636 Work
Dave.Goedeken@fremontne.gov

400 East Military Avenue
Fremont, Nebraska 68025-5141

From: Goedeken, Dave
Sent: Tuesday, December 31, 2019 4:36 PM
To: Dam, Jennifer <Jennifer.Dam@fremontne.gov>
Cc: Trujillo, Veronica <Veronica.Trujillo@fremontne.gov>
Subject: Hidden Brook Subdivision

Jennifer

I have reviewed the plat submittal for Hidden Brook Subdivision and have the following comments

There are possibly water and sewer assessments against this property. Tyler has the payoff documents in his office. I'm not sure if they have been paid off or are outstanding. Tyler would be able to provide the answer.

I don't have this information, you will need to get that from Tyler or Jan Rise.

Are they not building a storm sewer system. I do not see a system on their submittals. They have provided paving, water, and san sewer layouts.

The plans show a storm water system draining into the Rawhide Creek. Layout is adequate as shown.

It doesn't say if this is a public or private street. The right of way is 55 feet wide and the pavement is 30 feet wide.

Leanne's last email indicates this will be a public ROW, so I assume the street will be public also.

There is a major waterway located within the south boundary of this property (Rawhide Creek) This creek has a flood plane designation. This property even tho not located entirely within the floodway, will be affected by flooding. The applicant is highly encouraged to plan their fill and final floor elevations with the BFE in mind.

They have indicated they will fill one foot above the BFE and an additional foot to the floor elevation.

Dave

RESOLUTION NO. 2020-027

A Resolution of the City Council of the City of Fremont, Nebraska, to approve the Hidden Brook Preliminary Plat on property legally described as Lot 2 and Lot 3, Fountain Springs Estates Subdivision.

WHEREAS, the Lot 2 and Lot 3, of Fountain Springs Estates Subdivision are zoned UR, Urban Residential; and,

WHEREAS, the proposed subdivision is consistent with the Comprehensive Plan and the existing zoning; and,

WHEREAS, a public hearing on the proposed Preliminary Plat was held by the Planning Commission on January 20, 2020, and subsequently by the City Council on February 11, 2020; and,

WHEREAS, the Planning Commission recommended approval by a vote of 7-0 with one abstention, with the conditions that a note is added indicating that the lowest floor elevation of the dwelling units will be 2 feet above the BFE, that grading and MS4 permits be received prior to commencing grading,

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Fremont approves the Hidden Brook Preliminary Plat with the conditions that a note is added indicating that the lowest floor elevation of the dwelling units will be 2 feet above the BFE, that grading and MS4 permits be received prior to commencing grading, and approval of a subdivision agreement.

PASSED AND APPROVED THIS 11th DAY OF FEBRUARY 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, Planning Director

DATE: February 11, 2020

SUBJECT: Hidden Brook Subdivision Final Plat

Recommendation: Approval of resolution #2020-028

Background:

The Planning Commission voted to recommend approval with seven ayes and one abstention.

The proposed final plat is consistent with the preliminary plat. The following comments are essential the same as those for the Preliminary Plat.

This is a request for a Final Plat consisting of 20 residential lots and two larger lots for future development. The residential lots are sized to accommodate duplexes, like the development to the west.

The property is located on the south side of 29th Street between the east side of the Fountain Springs duplex subdivision and Yeager Road.

The property is zoned UR, Urban Residential. In the UR zoning district the minimum lot size is 4,500 sq. ft. for duplex units, with a minimum 44' width. The proposed lots are all substantially larger than the minimum requirement.

The southern area of Lots 9, 10 and 11 that contain the drainage way do show a 75' drainage way and utility easement.

The southern portion of the property includes the Rawhide Creek. The Rawhide Creek has a floodplain that has been defined by FEMA. The Nebraska Department of Natural Resources has determined a Base Flood Elevation (BFE) of 1187 along this area of the creek. While the property is not currently in a FEMA regulatory designated flood plain, the existing grade is lower than the BFE.

FEMA was in the process of revising the flood plain maps with the Lower Elkhorn study prior to the floods of 2019. That project has been put on hold because the water channel of the Elkhorn River has shifted. However, the property is in an area that is likely to be designated as a flood plain.

This is an area that is known to have flooding problems. The Fountain Springs duplex development to the west was required to elevate the lots and the duplexes.

The developer has submitted grading plans that show the grade of the lots at 1187.7 on the east side of the property and 1187.7 and 1187.99 at the south end of the property. Those grades are not one foot above the BFE.

While this area is not currently in a regulatory flood plain, staff recommends that the lots be elevated to a minimum of 1’ above the BFE and that the lowest floor elevation of the dwelling units be elevated to a minimum of 2’ above the BFE to protect the development from flooding.

The Public Works Director noted that there may be water and sewer assessments against the property. The Assistant City Administrator confirmed that there are no assessments against the property.

Sidewalks are required along Hidden Brook Drive and should be shown on the layout.

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

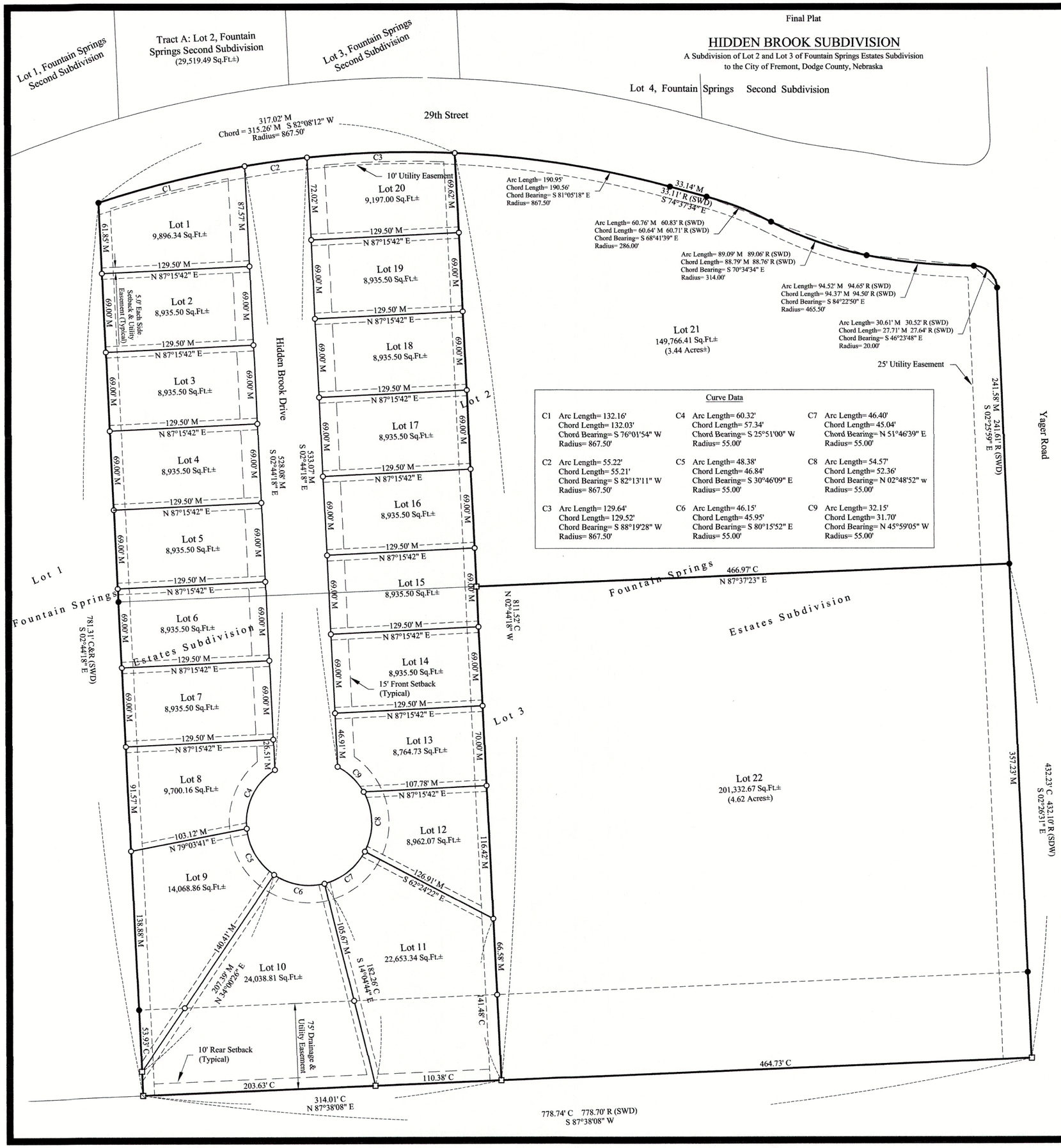
A grading permit and MS4 permit are required prior to commencing grading.

Fiscal Impact: The proposal will add 40 dwelling units to the tax base.

Final Plat

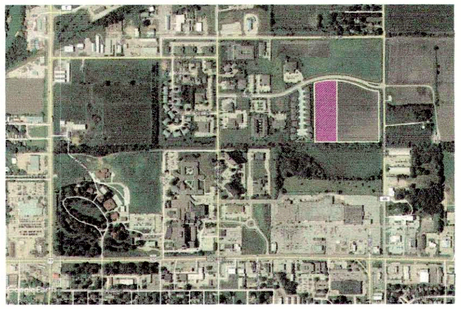
HIDDEN BROOK SUBDIVISION

A Subdivision of Lot 2 and Lot 3 of Fountain Springs Estates Subdivision
to the City of Fremont, Dodge County, Nebraska



Curve Data

C1	Arc Length= 132.16' Chord Length= 132.03' Chord Bearing= S 76°01'54" W Radius= 867.50'	C4 Arc Length= 60.32' Chord Length= 57.34' Chord Bearing= S 25°51'00" W Radius= 55.00'	C7 Arc Length= 46.40' Chord Length= 45.04' Chord Bearing= N 51°46'39" E Radius= 55.00'
C2	Arc Length= 55.22' Chord Length= 55.21' Chord Bearing= S 82°13'11" W Radius= 867.50'	C5 Arc Length= 48.38' Chord Length= 46.84' Chord Bearing= S 30°46'09" E Radius= 55.00'	C8 Arc Length= 54.57' Chord Length= 52.36' Chord Bearing= N 02°48'52" w Radius= 55.00'
C3	Arc Length= 129.64' Chord Length= 129.52' Chord Bearing= S 88°19'28" W Radius= 867.50'	C6 Arc Length= 46.15' Chord Length= 45.95' Chord Bearing= S 80°15'52" E Radius= 55.00'	C9 Arc Length= 32.15' Chord Length= 31.70' Chord Bearing= N 45°59'05" W Radius= 55.00'



N
W E
S

Drawn By: LRR
Date: November 21, 2019
Project Number: S-027-031
Scale: 1" = 60'

0 30 60 120
SCALE IN FEET

ZONING
Existing Zone: UR

- 15' Front Setback
- 8' Street Side Setback
- 5' Interior Side Setback
- 10' Rear Setback
- 35' Building Height
- 40% Coverage Ratio
- 50% Impervious Ratio

LEGEND

●	Property Corner Found
○	Property Corner Set (5/8"x24" I.B. w/Cap)
□	Calculated Point
M	Measured Distance
R	Recorded Distance (SWD) Stephen W. Dodd, LS #503 Dated October 28, 2015
C	Calculated Distance

DEVELOPER:
Mesner Development Co.
1415 16th Street, Suite 200
Central City, NE 68826

OWNER:
Eastowne Development LLC
1005 E. 23rd Street
Fremont, NE 68025

SURVEYOR:
Terry L. Schulz
Advanced Consulting
Engineering Services, Inc.
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923

This survey was prepared at the request of Mesner Development, Central City, Nebraska.

LEGAL DESCRIPTION:
Lot 2 and Lot 3 of Fountain Springs Estates Subdivision to the City of Fremont, Dodge County, Nebraska.

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on November 20, 2019; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska, R.L.S. #550 — Date: 12-16-2019

NEBRASKA REGISTERED LS-550 LAND SURVEYOR TERRY L. SCHULZ

DEDICATION
Know all men by these presents: That Eastowne Development LLC, being the owner and proprietor of the property described and embraced within this plat, has caused said land to be subdivided into streets and lots, to be named and numbered as shown, said subdivision to be hereafter known as HIDDEN BROOK SUBDIVISION. Said owner hereby ratifies and approves of the disposition of their property, as shown on this plat. Said owner hereby dedicates to the public for perpetual utility easements to the City of Fremont, and any other public or private utility for reciprocal use by the licensees of said subdivision, to build, erect, maintain and or repair the following: sewer lines, water lines, drainage facilities, natural gas lines, wires and cables for carrying transmission of electrical current for light, heat and power, and for the transmission and reception of signals and sounds of all kinds on, over, through, under and across all strips of land labeled as utility easements on this plat. No permanent buildings, retaining walls or loose rock walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping, driveways and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

_____
Eastowne Development, LLC

STATE OF NEBRASKA)
)ss
COUNTY OF DODGE)

The foregoing dedication was acknowledged before me by Eastowne Development, LLC., and who hereby acknowledges the signing of said dedication to be his voluntary act and deed this _____ day of _____, 2020.

_____
NOTARY PUBLIC

My Commission Expires _____

APPROVAL OF CITY COUNCIL OF FREMONT, NEBRASKA:
This plat of HIDDEN BROOK SUBDIVISION was approved and accepted by the City Council of the City of Fremont, Nebraska on this_____ day of _____, 2020.

Mayor — City Clerk

APPROVAL OF CITY PLANNING COMMISSION OF FREMONT, NEBRASKA:
This plat of HIDDEN BROOK SUBDIVISION was approved by the City Planning Commission of the City of Fremont, Nebraska on this _____ day of _____, 2020.

Chairman — Secretary

ADVANCED CONSULTING ENGINEERING SERVICES
133 W. Washington St. • P.O. Box 218
West Point, NE 68788
Phone: (402) 372-1923

RESOLUTION NO. 2020-028

A Resolution of the City Council of the City of Fremont, Nebraska, to approve the Hidden Brook Final Plat on property legally described as Lot 2 and Lot 3, Fountain Springs Estates Subdivision.

WHEREAS, the Lot 2 and Lot 3, Fountain Springs Estates Subdivision are zoned UR, Urban Residential; and,

WHEREAS, the proposed subdivision is consistent with the Comprehensive Plan, Preliminary Plat and the existing zoning; and,

WHEREAS, a public hearing on the proposed Final Plat was held by the Planning Commission on January 20, 2020, and subsequently by the City Council on February 11, 2020; and,

WHEREAS, the Planning Commission recommended approval by a vote of 7-0, with one abstention, with the conditions that a note is added indicating that the lowest floor elevation of the dwelling units will be 2 feet above the BFE, that grading and MS4 permits be received prior to commencing grading and that a subdivision agreement is approved.

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Fremont approves the Hidden Brook Final Plat with the conditions that a note is added indicating that the lowest floor elevation of the dwelling units will be 2 feet above the BFE, that grading and MS4 permits be received prior to commencing grading, and approval of a subdivision agreement.

PASSED AND APPROVED THIS 11th DAY OF FEBRUARY 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, CPA, Director of Finance

DATE: February 11, 2020

SUBJECT: Claims

Recommendation: Move to approve January 29 through February 11, 2020 claims, as well as subsequent claims due and payable before the next meeting of the City Council, and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email February 7, 2020. In addition, Staff is requesting approval by the Council to pay claims that will become due and payable (by virtue of contractual agreements or regulatory requirements) before the next City Council meeting.

The amount due is not known as of this staff report, but the related vendors are listed below. These approved claims will still be presented as claims at the next City Council meeting and included in the total requested by Council for approval.

- Direct deposit of employee payroll on February 6, 2020, and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue – sales & lodging tax collected by the City at various facilities.
- Health and dental claims paid by the City's third-party administrator Blue Cross and Blue Shield, as well as Health care reinsurance premiums payable.
- Life and Disability (ST & LT) premiums payable to Lincoln National Life Insurance Co. monthly
- Workers compensation claims paid by the City's third-party administrator Tri-Star.
- Transmission and energy purchases payable to Southwest Power Pool.
- Transmission and energy purchases payable to Omaha Public Power District.
- Natural gas purchases from Northern Natural Gas/US Energy, BP, Cargill, Central Plains Energy Project (CPEP) and Public Energy Authority of Kentucky (PEAK).
- Coal purchases from Cloud Peak Energy Resources, Peabody coal, and freight charges to Union Pacific.
- Progress payments to Emerson Process Management under the contract for the SCADA project.
- UPS weekly invoice for shipping costs, due within ten days or late fees are incurred.

There are a limited number of agencies that debit the City's bank account for credit card processing fees, kiosk fees, bank analysis fees and occasionally NSF fees from our Ambulance Billing contractor. These are based on a fee schedule.

Fiscal Impact:	City/Governmental funds claims total	$ 1,305,166.09
	Utility funds claims total	$ 2,781,264.80
	Total of all claims	$ 4,086,430.89

PREPARED 01/31/2020 13:27:39 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 01312020 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	01/31/2020
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor		One vendor per page? (Y,N)	N
Bank/Vendor	X	One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Bank/Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N)	Y
Calendar year for 1099 withholding	2020
Disbursement year/per	2020/04
Payment date	01/31/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003370	00	BLUE CROSS BLUE SHIELD OF NEBRASKA							
01/30/20		MANUAL000183		01	01/30/2020	060-0660-442.70-01	12/18/19-12/24/19	CHECK #: 101287	143,975.71
01/30/20		MANUAL000184		01	01/30/2020	060-0660-443.70-01	12/18/19-12/24/19	CHECK #: 101287	7,810.30
01/30/20		MANUAL000185		01	01/30/2020	060-0660-442.70-01	12/25/19-12/31/19	CHECK #: 101288	74,054.03
01/30/20		MANUAL000186		01	01/30/2020	060-0660-443.70-01	12/25/19-12/31/19	CHECK #: 101288	3,732.97
01/30/20		MANUAL000187		01	01/30/2020	060-0660-442.70-01	01/08/20-01/15/20	CHECK #: 101289	32,109.56
01/30/20		MANUAL000188		01	01/30/2020	060-0660-443.70-01	01/08/20-01/15/20	CHECK #: 101289	64.44
							VENDOR TOTAL *	.00	261,747.01
0006950	00	LINCOLN NATIONAL LIFE INSURANCE CO							
01/28/20		MANUAL000176		01	01/28/2020	060-0660-442.70-06	01/01/20-01/31/20	CHECK #: 101285	582.75
01/28/20		MANUAL000177		01	01/28/2020	060-0660-442.70-08	01/01/20-01/31/20	CHECK #: 101285	2,657.26
01/28/20		MANUAL000178		01	01/28/2020	060-0660-442.70-06	01/01/20-01/31/20	CHECK #: 101285	3,302.25
01/28/20		MANUAL000179		01	01/28/2020	060-0660-442.70-06	02/01/20-02/29/20	CHECK #: 101286	596.25
01/28/20		MANUAL000180		01	01/28/2020	060-0660-442.70-08	02/01/20-02/29/20	CHECK #: 101286	3,716.65
01/28/20		MANUAL000181		01	01/28/2020	060-0660-442.70-06	02/01/20-02/29/20	CHECK #: 101286	3,362.79
							VENDOR TOTAL *	.00	14,217.95
0006845	00	ROCKY MOUNTAIN RESERVE LLC							
01/27/20		MANUAL000175		01	01/27/2020	060-0660-444.70-01	01/20/20-01/26/20	CHECK #: 101284	2,727.26
							VENDOR TOTAL *	.00	2,727.26
				01	Employee Benefits		BANK TOTAL *	.00	278,692.22
							HAND ISSUED TOTAL ***		278,692.22
							TOTAL EXPENDITURES ****	.00	278,692.22
							GRAND TOTAL **********		278,692.22

CITY OF FREMONT
ELECTRONIC WITHDRAWAL LIST

FOR CITY COUNCIL MEETING: 2/11/20

AJ GROUP NO	VENDOR NAME	WITHDRAWAL DATE	ACCOUNT NO	ITEM DESCRIPTION	WITHDRAWAL AMOUNT
1818	TSYS MERCHANT SOLUTIONS	02/04/20	001-1003-415.20-99	CREDIT CARD FEES	267.66
1818	TSYS MERCHANT SOLUTIONS	02/04/20	001-1003-415.20-99	CREDIT CARD FEES	216.99
1818	TSYS MERCHANT SOLUTIONS	02/04/20	001-2029-451.20-99	CREDIT CARD FEES	31.27
1818	TSYS MERCHANT SOLUTIONS	02/04/20	001-2042-440.20-99	CREDIT CARD FEES	23.30
				TOTAL EXPENDITURES	539.22

PREPARED 02/06/2020 10:29:12 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 02062020 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	02/09/2020
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor		One vendor per page? (Y,N)	N
Bank/Vendor	X	One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Bank/Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N)	Y
Calendar year for 1099 withholding	2020
Disbursement year/per	2020/05
Payment date	02/06/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584	00	CEI							
20200206		PR0206		00	02/06/2020	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	114,268.14
							VENDOR TOTAL *	.00	114,268.14
0004234	00	DEPARTMENT OF UTILITIES C S							
20200206		PR0206		00	02/06/2020	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	1,475.41
							VENDOR TOTAL *	.00	1,475.41
0005193	00	DEPARTMENT OF UTILITIES PAYROLL							
20200206		PR0206		00	02/06/2020	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	64,791.24
							VENDOR TOTAL *	.00	64,791.24
0004005	00	GENERAL SERVICE BUREAU INC							
20200206		PR0206		00	02/06/2020	001-0000-201.00-00	PAYROLL SUMMARY	272.87	
							VENDOR TOTAL *	272.87	
0004629	00	INTERNAL REVENUE SERVICE **EFT**							
20200206		PR0206		00	02/06/2020	001-0000-201.00-00	PAYROLL SUMMARY	78,995.74	
							VENDOR TOTAL *	78,995.74	
0006970	00	INTL ASSN OF FIREFIGHTERS							
20200206		PR0206		00	02/06/2020	001-0000-201.00-00	PAYROLL SUMMARY	893.51	
							VENDOR TOTAL *	893.51	
0005477	00	LAUGHLIN TRUSTEE, KATHLEEN A							
20200206		PR0206		00	02/06/2020	001-0000-201.00-00	PAYROLL SUMMARY	1,076.00	
							VENDOR TOTAL *	1,076.00	
0006750	00	NATIONWIDE TRUST COMPANY, FSB							
20200206		PR0206		00	02/06/2020	001-0000-201.00-00	PAYROLL SUMMARY	770.00	
							VENDOR TOTAL *	770.00	
0005513	00	UNITED STATES TREASURY - PR							
20200206		PR0206		00	02/06/2020	001-0000-201.00-00	PAYROLL SUMMARY	1,149.58	
							VENDOR TOTAL *	1,149.58	
				00	General Fund		BANK TOTAL *	83,157.70	180,534.79

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006845	00	ROCKY MOUNTAIN RESERVE LLC							
02/03/20		MANUAL000189		01	02/03/2020	060-0660-444.70-01	01/27/20-02/02/20	CHECK #: 101290	9,382.77
							VENDOR TOTAL *	.00	9,382.77
				01	Employee Benefits		BANK TOTAL *	.00	9,382.77
							HAND ISSUED TOTAL ***		9,382.77
							EFT/EPAY TOTAL ***		180,534.79
							TOTAL EXPENDITURES ****	83,157.70	189,917.56
							GRAND TOTAL **********		273,075.26

Account Number	Employee Name	Social Security	Deposit Amount

Final Total 247,779.99 Count 188

PREPARED 02/06/2020 13:40:42 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 02062020 SHEETSJ

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	02/12/2020
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor		One vendor per page? (Y,N)	N
Bank/Vendor	X	One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Bank/Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N)	Y
Calendar year for 1099 withholding	2020
Disbursement year/per	2020/05
Payment date	02/12/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000956	00	A & A DRUG CO INC							
298116		PI2054	038539	00	02/12/2020	001-1206-422.30-33	BLANKET PURCHASE ORDER	4.86	
							VENDOR TOTAL *	4.86	
0000959	00	ACE HARDWARE							
117153/3		PI2138	038538	00	02/12/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	37.91	
117205/3		PI2139	038538	00	02/12/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	11.57	
							VENDOR TOTAL *	49.48	
0002923	00	ACKER EXCAVATING, DOYLE							
468		PI2319	038763	00	02/12/2020	012-2025-431.20-95	FIELD PURCHASE ORDER	3,440.00	
							VENDOR TOTAL *	3,440.00	
0006884	00	ADAMS & SULLIVAN PC LLO							
020520		PI2323	038896	00	02/12/2020	001-1016-412.20-34	BLANKET PURCHASE ORDER	17,067.50	City Attorney fees for January
020520		PI2324	038896	00	02/12/2020	001-1016-412.20-34	BLANKET PURCHASE ORDER	17,067.50	
							VENDOR TOTAL *	34,135.00	
0006851	00	ALL ABOUT BLINDS							
10403		PI2187	038775	00	02/12/2020	001-1209-421.30-49	GENERAL	990.00	
							VENDOR TOTAL *	990.00	
0006585	00	ALL ACCESS EQUIPMENT LLC							
12-6942		PI2078	038703	00	02/12/2020	001-2027-452.20-99	GENERAL	19.67	
12-6942		PI2079	038703	00	02/12/2020	001-2027-452.30-56	GENERAL	292.77	
							VENDOR TOTAL *	312.44	
0006169	00	AMERICAN BROADBAND INTERNET							
51514 0220		PI2170	038648	00	02/12/2020	001-2031-419.20-12	BLANKET PURCHASE ORDER	200.00	
							VENDOR TOTAL *	200.00	
0003845	00	AMERICAN RED CROSS HEARTLAND							
22252554		PI2316	039251	00	02/12/2020	001-2029-451.20-99	GENERAL	275.00	
							VENDOR TOTAL *	275.00	
0000979	00	APT STORE							
012420		PI2198	039177	00	02/12/2020	012-2025-431.20-60	FIELD PURCHASE ORDER	32.00	
012420		PI2199	039177	00	02/12/2020	012-2025-431.30-56	FIELD PURCHASE ORDER	8.00	
							VENDOR TOTAL *	40.00	
0006846	00	AT&T MOBILITY LLC							
5708X01112020		PI2075	038637	00	02/12/2020	001-1209-421.20-12	GENERAL	705.98	
							VENDOR TOTAL *	705.98	
0001520	00	BADGER BODY & TRUCK EQUIPMENT CO							
58100		PI2092	039044	00	02/12/2020	012-2025-431.30-63	FIELD PURCHASE ORDER	96.00	
							VENDOR TOTAL *	96.00	
0004311	00	BAUER BUILT INC							

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0004311	00	BAUER BUILT INC							
880072974		PI2203	039183	00	02/12/2020	001-2027-452.20-60	GENERAL	80.00	
880072974		PI2204	039183	00	02/12/2020	001-2027-452.20-99	GENERAL	20.00	
880072974		PI2205	039183	00	02/12/2020	001-2027-452.30-56	GENERAL	796.00	
							VENDOR TOTAL *	896.00	
0005162	00	BLT PLUMBING HEATING & A/C INC							
19627		PI2168	038596	00	02/12/2020	001-2026-451.20-60	BLANKET PURCHASE ORDER	90.00	
19602		PI2166	038596	00	02/12/2020	001-2027-452.20-60	BLANKET PURCHASE ORDER	120.00	
19602		PI2167	038596	00	02/12/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	202.07	
							VENDOR TOTAL *	412.07	
0002719	00	BLUETARP FINANCIAL/NORTHERN TOOL							
44209963		PI2310	039218	00	02/12/2020	001-2027-452.30-52	GENERAL	197.98	
							VENDOR TOTAL *	197.98	
0004035	00	BOMGAARS SUPPLY INC							
16499238		PI2056	038543	00	02/12/2020	001-2027-452.30-33	BLANKET PURCHASE ORDER	249.99	
16500430		PI2141	038543	00	02/12/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	79.10	
16500920		PI2142	038543	00	02/12/2020	001-2027-452.30-33	BLANKET PURCHASE ORDER	85.96	
16498686		PI2055	038543	00	02/12/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	56.96	
16499510		PI2140	038543	00	02/12/2020	012-2025-431.30-56	BLANKET PURCHASE ORDER	34.99	
16423706		PI2317	038543	00	02/12/2020	012-2025-431.30-56	BLANKET PURCHASE ORDER	65.61	
							VENDOR TOTAL *	572.61	
0003427	00	BRODART CO							
B5846981		PI2171	038650	00	02/12/2020	001-2031-455.30-51	GENERAL	164.18	
B5847902		PI2172	038650	00	02/12/2020	001-2031-455.30-51	GENERAL	191.24	
B5849266		PI2173	038650	00	02/12/2020	001-2031-455.30-51	GENERAL	335.76	
B5851792		PI2174	038650	00	02/12/2020	001-2031-455.30-51	GENERAL	593.21	
							VENDOR TOTAL *	1,284.39	
0006906	00	BURNS & MCDONNELL ENGINEERING CO							
115366-5		PI2135	038123	00	02/12/2020	029-2034-466.45-34	GENERAL	7,962.71	
							VENDOR TOTAL *	7,962.71	
0006577	00	C-R MENN CONCRETE LLC							
4078		PI2184	038765	00	02/12/2020	012-2025-431.20-95	FIELD PURCHASE ORDER	605.00	
4121		PI2321	038765	00	02/12/2020	012-2025-431.20-95	FIELD PURCHASE ORDER	550.00	
							VENDOR TOTAL *	1,155.00	
0006534	00	CAPPEL AUTO SUPPLY INC							
2634-00-011933		PI2060	038573	00	02/12/2020	001-1209-421.30-63	BLANKET PURCHASE ORDER	150.73	
2634-00-011975		PI2152	038573	00	02/12/2020	001-1209-421.30-63	BLANKET PURCHASE ORDER	18.00-	
2634-00-011965		PI2151	038573	00	02/12/2020	001-2026-451.30-49	BLANKET PURCHASE ORDER	21.38	
2634-00-012465		PI2158	038573	00	02/12/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	158.42	
2634-00-012466		PI2159	038573	00	02/12/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	20.07	
2634-00-012502		PI2160	038573	00	02/12/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	213.32	
2634-00-012603		PI2161	038573	00	02/12/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	115.57	

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0006534	00	CAPPEL AUTO SUPPLY INC							
2634-00-011950		PI2061	038573	00	02/12/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	354.84	
2634-00-012066		PI2153	038573	00	02/12/2020	012-2025-431.30-69	BLANKET PURCHASE ORDER	113.95	
2634-00-012104		PI2154	038573	00	02/12/2020	012-2025-431.30-32	BLANKET PURCHASE ORDER	64.56	
2634-00-012104		PI2155	038573	00	02/12/2020	012-2025-431.30-33	BLANKET PURCHASE ORDER	199.99	
2634-00-012104		PI2156	038573	00	02/12/2020	012-2025-431.30-79	BLANKET PURCHASE ORDER	109.90	
2634-00-012142		PI2157	038573	00	02/12/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	27.99	
							VENDOR TOTAL *	1,532.72	
0000584	00	CEI							
FEB 20 WC		000195		00	02/12/2020	001-1015-415.10-26	FEB 20 WC	EFT:	29,534.25
FEB 20 WC		000196		00	02/12/2020	012-2025-431.10-26	FEB 20 WC	EFT:	1,416.67
							VENDOR TOTAL *	.00	30,950.92
0005030	00	CENTER POINT LARGE PRINT							
1751294		PI2179	038652	00	02/12/2020	001-2031-455.30-51	GENERAL	497.34	
							VENDOR TOTAL *	497.34	
0001852	00	CHEMSEARCH							
3824258		PI2196	039167	00	02/12/2020	001-2027-452.20-99	GENERAL	31.31	
3824258		PI2197	039167	00	02/12/2020	001-2027-452.30-32	GENERAL	662.55	
							VENDOR TOTAL *	693.86	
0001024	00	CHRISTENSEN LUMBER INC							
CLC00568519-001		PI2143	038544	00	02/12/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	13.87	
							VENDOR TOTAL *	13.87	
0006968	00	CONCORDIA UNIVERSITY NEBRASKA							
020420/BIGGS		PI2208	039238	00	02/12/2020	001-2031-455.20-13	GENERAL	125.00	
							VENDOR TOTAL *	125.00	
0005994	00	CONSOLIDATED MANAGEMENT CO							
217883		PI2246	038986	00	02/12/2020	001-1209-421.20-13	GENERAL	152.38	
							VENDOR TOTAL *	152.38	
9999999	00	CONSTRUCTION EMPLOYERS ASSOC							
173651 CONS EMP		000192		00	02/12/2020	001-0000-202.04-00	CONSTRUCTION EMP/M ARENA	500.00	
173651 CONS EMP		000193		00	02/12/2020	001-2026-347.05-00	CONSTRUCTION EMP/M ARENA	560.00	
							VENDOR TOTAL *	1,060.00	
0001885	00	CORNHUSKER INTL TRUCKS - OMAHA							
T15087		PI2180	038722	00	02/12/2020	012-2025-431.40-50	FIELD PURCHASE ORDER	84,586.00	2021 Int'l Dump Truck CCR2019-204
							VENDOR TOTAL *	84,586.00	
0001643	00	CULLIGAN OF OMAHA							
969201		PI2076	038638	00	02/12/2020	001-1209-421.20-99	GENERAL	93.00	
969477		PI2169	038638	00	02/12/2020	001-1209-421.20-99	GENERAL	48.00	
969809		PI2280	038638	00	02/12/2020	001-1209-421.20-99	GENERAL	48.00	
970362		PI2281	038638	00	02/12/2020	001-1209-421.20-99	GENERAL	26.00	

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0001643	00	CULLIGAN OF OMAHA							
							VENDOR TOTAL *	215.00	
0005074	00	D&D COMMUNICATIONS (FIRST WIRELESS)							
110982		PI2091	038971	00	02/12/2020	001-1206-422.30-65	GENERAL	562.80	
WT58336		PI2095	039192	00	02/12/2020	001-1206-422.20-60	GENERAL	238.00	
							VENDOR TOTAL *	800.80	
0003359	00	DODGE COUNTY HUMANE SOCIETY							
FEB 2020		PI2077	038644	00	02/12/2020	001-1209-421.20-65	GENERAL	8,361.59	
							VENDOR TOTAL *	8,361.59	
0001070	00	DODGE COUNTY REGISTER OF DEEDS							
201906035		PI2062	038576	00	02/12/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	16.00	
201906334		PI2063	038576	00	02/12/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	10.00	
							VENDOR TOTAL *	26.00	
0001511	00	DON'S PIONEER UNIFORM							
64239		PI2082	038869	00	02/12/2020	001-1209-421.20-11	GENERAL	8.10	
64239		PI2083	038869	00	02/12/2020	001-1209-421.30-52	GENERAL	674.99	
64256		PI2084	038869	00	02/12/2020	001-1209-421.20-11	GENERAL	7.05	
64256		PI2085	038869	00	02/12/2020	001-1209-421.30-52	GENERAL	99.95	
64240		PI2086	038885	00	02/12/2020	001-1209-421.20-11	GENERAL	8.10	
64240		PI2087	038885	00	02/12/2020	001-1209-421.30-52	GENERAL	674.99	
64257		PI2088	038885	00	02/12/2020	001-1209-421.20-11	GENERAL	7.05	
64257		PI2089	038885	00	02/12/2020	001-1209-421.30-52	GENERAL	99.95	
64241		PI2090	038908	00	02/12/2020	001-1209-421.30-52	GENERAL	674.99	
64241		000182	038869	00	02/12/2020	001-1209-421.20-11	GENERAL	8.10	
							VENDOR TOTAL *	2,263.27	
0006726	00	EDISPATCHES							
58909		PI2315	039246	00	02/12/2020	001-1206-422.20-65	GENERAL	564.00	
							VENDOR TOTAL *	564.00	
0006061	00	ELEMETAL FABRICATION LLC							
103434		PI2059	038561	00	02/12/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	37.90	
15875		PI2150	038561	00	02/12/2020	001-2027-452.30-64	BLANKET PURCHASE ORDER	45.73	
							VENDOR TOTAL *	83.63	
0005673	00	ENVIRONMENTAL SYSTEMS RESEARCH INST							
93769473		PI2201	039181	00	02/12/2020	012-2025-419.20-65	BLANKET PURCHASE ORDER	400.00	
93769473		PI2202	039181	00	02/12/2020	012-2032-431.30-48	BLANKET PURCHASE ORDER	300.00	
							VENDOR TOTAL *	700.00	
0006894	00	EXTREME OUTDOOR POWER LLC							
000095		PI2200	039178	00	02/12/2020	001-2027-452.30-56	GENERAL	61.66	
							VENDOR TOTAL *	61.66	
0002050	00	FASTENAL COMPANY							

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0002050	00	FASTENAL COMPANY							
NEFRE172894		PI2148	038550	00	02/12/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	51.95	
							VENDOR TOTAL *	51.95	
0006960	00	FIX A DENT SPECIALIST INC							
3296		PI2193	039136	00	02/12/2020	001-1015-415.20-45	GENERAL	100.00	
							VENDOR TOTAL *	100.00	
0002884	00	FREMONT AREA CHAMBER							
24786		PI2207	039235	00	02/12/2020	001-1002-415.20-13	BLANKET PURCHASE ORDER	30.00	
							VENDOR TOTAL *	30.00	
0003360	00	FREMONT AVIATION							
JAN 2020		PI2185	038768	00	02/12/2020	029-2034-466.20-99	BLANKET PURCHASE ORDER	1,272.00	
							VENDOR TOTAL *	1,272.00	
0001111	00	FREMONT BUILDERS SUPPLY INC							
551097		PI2191	039122	00	02/12/2020	012-2025-431.20-60	FIELD PURCHASE ORDER	225.00	
551097		PI2192	039122	00	02/12/2020	012-2025-431.30-49	FIELD PURCHASE ORDER	714.88	
							VENDOR TOTAL *	939.88	
0003907	00	FREMONT HEALTH CLINIC							
IM608256/010320		PI2070	038587	00	02/12/2020	001-1206-422.20-35	BLANKET PURCHASE ORDER	8.00	
IM608848/122319		PI2071	038587	00	02/12/2020	001-1206-422.20-35	BLANKET PURCHASE ORDER	247.00	
IM608848/122319		PI2072	038587	00	02/12/2020	001-1206-422.20-35	BLANKET PURCHASE ORDER	248.00	
IM609659/010320		PI2073	038587	00	02/12/2020	001-1206-422.20-35	BLANKET PURCHASE ORDER	248.00	
IM609659/010320		PI2074	038587	00	02/12/2020	001-1206-422.20-35	BLANKET PURCHASE ORDER	18.00	
							VENDOR TOTAL *	769.00	
0001125	00	FREMONT PUBLIC SCHOOLS							
JAN 20 LIQUOR		000197		00	02/12/2020	001-0000-208.01-00	JAN 20 LIQUOR	300.00	
							VENDOR TOTAL *	300.00	
0001131	00	FREMONT TRIBUNE							
894100		PI2064	038577	00	02/12/2020	001-1002-415.20-33	BLANKET PURCHASE ORDER	17.02	
894541		PI2065	038577	00	02/12/2020	001-1002-415.20-33	BLANKET PURCHASE ORDER	58.90	
895037		PI2066	038577	00	02/12/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	379.96	
895176		PI2067	038577	00	02/12/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	179.70	
895710		PI2068	038577	00	02/12/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	105.86	
895822		PI2069	038577	00	02/12/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER	14.08	
895366		PI2162	038577	00	02/12/2020	001-2031-455.20-33	BLANKET PURCHASE ORDER	7.86	
							VENDOR TOTAL *	763.38	
0002924	00	FREMONT WASTE TRANSFER							
JAN 20		000198		00	02/12/2020	001-2027-452.20-99	JAN 20	77.60	
JAN 20		000199		00	02/12/2020	012-2025-431.20-99	JAN 20	44.68	
							VENDOR TOTAL *	122.28	
9999999	00	FREMONT YOUNG PEOPLE'S GROUP							

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9999999	00	FREMONT YOUNG PEOPLE'S GROUP							
173676 FRE YOUN		000200		00	02/12/2020	001-0000-202.04-00	FRE YOUNG PEOPLE/ARENA	100.00	
							VENDOR TOTAL *	100.00	
0006263	00	GALE/CENGAGE LEARNING INC							
69186955		PI2175	038651	00	02/12/2020	001-2031-455.30-51	GENERAL	48.73	
69200851		PI2176	038651	00	02/12/2020	001-2031-455.30-51	GENERAL	83.97	
69418339		PI2177	038651	00	02/12/2020	001-2031-455.30-51	GENERAL	86.96	
69454733		PI2178	038651	00	02/12/2020	001-2031-455.30-51	GENERAL	59.22	
69103457		PI2194	039151	00	02/12/2020	001-2031-455.30-51	GENERAL	300.00	
							VENDOR TOTAL *	578.88	
0006949	00	GDM GRADING LLC							
1122		PI2322	038792	00	02/12/2020	012-2025-431.20-95	FIELD PURCHASE ORDER	1,100.00	
							VENDOR TOTAL *	1,100.00	
0001868	00	HOTSY EQUIPMENT CO							
301008		PI2195	039159	00	02/12/2020	012-2025-431.30-56	FIELD PURCHASE ORDER	106.50	
							VENDOR TOTAL *	106.50	
0004401	00	HUMANITIES NEBRASKA							
123119 PT FUNDS		000201		00	02/12/2020	001-2031-334.01-00	PRT192 FUNDS NOT SPENT	18.24	
							VENDOR TOTAL *	18.24	
9999999	00	HUMPHREY, CAROL							
173662 HUMPHREY		000202		00	02/12/2020	001-0000-202.04-00	CAROL HUMPHREY/ARENA	150.00	
							VENDOR TOTAL *	150.00	
0006792	00	HURST LAWN SERVICE							
18535		PI2188	038904	00	02/12/2020	001-2031-455.20-99	GENERAL	1,490.00	
18582		PI2189	038904	00	02/12/2020	001-2031-455.20-99	GENERAL	2,378.00	
							VENDOR TOTAL *	3,868.00	
0001920	00	HUSKER CHEM SALES							
0081034-IN		PI2080	038736	00	02/12/2020	012-2025-431.30-32	FIELD PURCHASE ORDER	4,090.32	
0081035-IN		PI2081	038736	00	02/12/2020	012-2025-431.30-32	FIELD PURCHASE ORDER	3,042.00	
0081127-IN		PI2318	038736	00	02/12/2020	012-2025-431.30-32	FIELD PURCHASE ORDER	711.36	
							VENDOR TOTAL *	7,843.68	
0001167	00	HY-VEE							
4813722989		PI2057	038554	00	02/12/2020	001-1013-432.30-79	BLANKET PURCHASE ORDER	11.37	
5838661329		PI2149	038554	00	02/12/2020	001-2029-451.30-41	BLANKET PURCHASE ORDER	109.30	
4813722989		PI2058	038554	00	02/12/2020	012-2025-431.30-79	BLANKET PURCHASE ORDER	17.98	
4813593777		PI2093	039161	00	02/12/2020	063-0663-480.30-41	BLANKET PURCHASE ORDER	52.99	
							VENDOR TOTAL *	191.64	
0000485	00	INTERSTATE BATTERY SYSTEM							
160024393		PI2249	039107	00	02/12/2020	001-1209-421.30-63	FIELD PURCHASE ORDER	234.95	
160024200		PI2262	039164	00	02/12/2020	012-2025-431.30-56	FIELD PURCHASE ORDER	36.00-	

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0000485	00	INTERSTATE BATTERY SYSTEM							
160024200		PI2263	039164	00	02/12/2020	012-2025-431.30-63	FIELD PURCHASE ORDER	115.95	
							VENDOR TOTAL *	314.90	
0004905	00	INTL ASSN FOR PROPERTY & EVIDENCE							
M20-C423647		PI2094	039188	00	02/12/2020	001-1209-421.20-93	GENERAL	50.00	
							VENDOR TOTAL *	50.00	
0004715	00	INTL CODE COUNCIL INC/DUES							
3251150		PI2100	039211	00	02/12/2020	001-1004-424.20-93	GENERAL	135.00	
							VENDOR TOTAL *	135.00	
0001426	00	JEO CONSULTING GROUP INC							
114807		PI2229	038741	00	02/12/2020	001-1015-415.20-31	BLANKET PURCHASE ORDER	5,140.60	
							VENDOR TOTAL *	5,140.60	
0006274	00	JONES AUTOMOTIVE INC							
2-41486		PI2230	038956	00	02/12/2020	001-1209-421.20-60	GENERAL	210.00	
2-41486		PI2231	038956	00	02/12/2020	001-1209-421.30-63	GENERAL	143.83	
2-41487		PI2232	038956	00	02/12/2020	001-1209-421.20-60	GENERAL	210.00	
2-41487		PI2233	038956	00	02/12/2020	001-1209-421.30-63	GENERAL	143.83	
2-41502		PI2234	038956	00	02/12/2020	001-1209-421.20-60	GENERAL	210.00	
2-41502		PI2235	038956	00	02/12/2020	001-1209-421.30-63	GENERAL	143.83	
2-41504		PI2236	038956	00	02/12/2020	001-1209-421.20-60	GENERAL	210.00	
2-41504		PI2237	038956	00	02/12/2020	001-1209-421.30-63	GENERAL	143.83	
2-41505		PI2238	038956	00	02/12/2020	001-1209-421.20-60	GENERAL	210.00	
2-41505		PI2239	038956	00	02/12/2020	001-1209-421.30-63	GENERAL	143.83	
2-41506		PI2240	038956	00	02/12/2020	001-1209-421.20-60	GENERAL	210.00	
2-41506		PI2241	038956	00	02/12/2020	001-1209-421.30-63	GENERAL	143.83	
2-41510		PI2242	038956	00	02/12/2020	001-1209-421.20-60	GENERAL	315.00	
2-41510		PI2243	038956	00	02/12/2020	001-1209-421.30-63	GENERAL	845.23	
2-41485		PI2244	038957	00	02/12/2020	001-1209-421.20-60	GENERAL	210.00	
2-41485		PI2245	038957	00	02/12/2020	001-1209-421.30-63	GENERAL	22.33	
2-41733		PI2250	039108	00	02/12/2020	001-1209-421.20-11	GENERAL	11.67	
2-41733		PI2251	039108	00	02/12/2020	001-1209-421.20-60	GENERAL	105.00	
2-41733		PI2252	039108	00	02/12/2020	001-1209-421.30-56	GENERAL	701.40	
2-41734		PI2253	039108	00	02/12/2020	001-1209-421.20-11	GENERAL	11.67	
2-41734		PI2254	039108	00	02/12/2020	001-1209-421.20-60	GENERAL	105.00	
2-41734		PI2255	039108	00	02/12/2020	001-1209-421.30-56	GENERAL	701.40	
2-41735		PI2256	039108	00	02/12/2020	001-1209-421.20-11	GENERAL	11.66	
2-41735		PI2257	039108	00	02/12/2020	001-1209-421.20-60	GENERAL	105.00	
2-41735		PI2258	039108	00	02/12/2020	001-1209-421.30-56	GENERAL	701.40	
2-41510		000190		00	02/12/2020	001-1209-421.20-11	GENERAL	25.00	
							VENDOR TOTAL *	5,994.74	
0002898	00	LARSEN INTERNATIONAL							
C92444		PI2096	039196	00	02/12/2020	001-1206-422.20-60	GENERAL	94.05	
C92444		PI2097	039196	00	02/12/2020	001-1206-422.30-63	GENERAL	75.06	
C92418		PI2098	039197	00	02/12/2020	001-1206-422.20-60	GENERAL	178.20	

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0002898	00	LARSEN INTERNATIONAL							
C92418		PI2099	039197	00	02/12/2020	001-1206-422.30-63	GENERAL	108.48	
C92445		PI2101	039220	00	02/12/2020	001-1206-422.20-60	GENERAL	100.84	
C92445		PI2102	039220	00	02/12/2020	001-1206-422.30-63	GENERAL	234.94	
T91114		PI2209	038557	00	02/12/2020	001-1206-422.30-63	BLANKET PURCHASE ORDER	14.75-	
							VENDOR TOTAL *	776.82	
0002654	00	LEAGUE ASSN OF RISK MANAGEMENT							
13854		PI2131	039191	00	02/12/2020	012-2025-431.20-47	BLANKET PURCHASE ORDER	575.05	
							VENDOR TOTAL *	575.05	
0003043	00	LEAGUE OF NEBRASKA MUNICIPALITIES							
020420/JACOBUS		PI2268	039236	00	02/12/2020	001-1001-413.20-13	BLANKET PURCHASE ORDER	377.00	
							VENDOR TOTAL *	377.00	
0003025	00	LINCOLN JOURNAL STAR							
118000723932020		PI2266	039208	00	02/12/2020	001-2031-455.30-51	GENERAL	860.00	
							VENDOR TOTAL *	860.00	
0006952	00	MACQUEEN EQUIPMENT LLC							
P05312		PI2259	039157	00	02/12/2020	012-2025-431.30-56	FIELD PURCHASE ORDER	3,840.16	
P05337		PI2260	039157	00	02/12/2020	012-2025-431.30-56	FIELD PURCHASE ORDER	193.77	
P05382		PI2267	039222	00	02/12/2020	012-2025-431.30-56	FIELD PURCHASE ORDER	1,745.49	
							VENDOR TOTAL *	5,779.42	
0004126	00	MAINSTREET OF FREMONT INC							
2584		PI2133	039210	00	02/12/2020	001-1002-415.20-99	BLANKET PURCHASE ORDER	2,500.00	
							VENDOR TOTAL *	2,500.00	
0006212	00	MATHESON TRI-GAS INC							
21066716		PI2106	038558	00	02/12/2020	001-1206-422.30-32	BLANKET PURCHASE ORDER	44.41	
21089810		PI2210	038558	00	02/12/2020	001-1206-422.30-32	BLANKET PURCHASE ORDER	77.92	
							VENDOR TOTAL *	122.33	
0006184	00	MAX D SIGNS LLC							
20-0116		PI2247	039014	00	02/12/2020	001-1004-424.30-35	GENERAL	58.00	
							VENDOR TOTAL *	58.00	
0006881	00	MAXIM CLEANING & RESTORATION							
REMEST19-0023		PI2116	038857	00	02/12/2020	001-2027-452.20-60	GENERAL	13,000.87	
REMEST19-0023-2		PI2117	038858	00	02/12/2020	001-2027-452.20-60	GENERAL	3,792.62	
							VENDOR TOTAL *	16,793.49	
0006523	00	MCKESSON MEDICAL-SURGICAL							
74783170		PI2264	039193	00	02/12/2020	001-1206-422.30-33	GENERAL	196.98	
							VENDOR TOTAL *	196.98	
0006883	00	MCKESSON MEDICAL-SURGICAL GOVERMENT							
74172430		PI2126	039166	00	02/12/2020	001-1206-422.30-33	GENERAL	89.87	

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0006883	00	MCKESSON MEDICAL-SURGICAL GOVERMENT							
							VENDOR TOTAL *	89.87	
0001229	00	MENARDS - FREMONT							
87334		PI2269	038560	00	02/12/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER	24.99	
87080		PI2213	038560	00	02/12/2020	001-1209-421.30-79	BLANKET PURCHASE ORDER	99.80	
87060		PI2212	038560	00	02/12/2020	001-2027-452.30-33	BLANKET PURCHASE ORDER	165.94	
87169		PI2214	038560	00	02/12/2020	001-2027-452.30-33	BLANKET PURCHASE ORDER	49.98	
87169		PI2215	038560	00	02/12/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	26.72	
87307		PI2216	038560	00	02/12/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	42.71	
86752		PI2211	038560	00	02/12/2020	001-2031-455.30-49	BLANKET PURCHASE ORDER	51.90	
							VENDOR TOTAL *	462.04	
0006847	00	METHODIST FREMONT HEALTH							
IN1065		PI2111	038593	00	02/12/2020	001-1206-422.30-33	BLANKET PURCHASE ORDER	578.78	
IN1138		PI2112	038593	00	02/12/2020	001-1206-422.30-33	BLANKET PURCHASE ORDER	1,491.24	
							VENDOR TOTAL *	2,070.02	
0005142	00	MIDAMERICA BOOKS							
508586		PI2248	039103	00	02/12/2020	001-2031-455.30-51	GENERAL	230.53	
							VENDOR TOTAL *	230.53	
0002074	00	MIDWEST SERVICE & SALES CO							
0027725		PI2115	038831	00	02/12/2020	012-2025-431.40-50	FIELD PURCHASE ORDER	10,380.00	
0027785		PI2261	039160	00	02/12/2020	012-2025-431.30-76	FIELD PURCHASE ORDER	554.24	
							VENDOR TOTAL *	10,934.24	
0004095	00	MIDWEST TAPE							
98442174		PI2218	038654	00	02/12/2020	001-2031-455.30-51	GENERAL	27.48	
98450661		PI2219	038654	00	02/12/2020	001-2031-455.30-51	GENERAL	13.99	
98450662		PI2220	038654	00	02/12/2020	001-2031-455.30-51	GENERAL	34.97	
98450663		PI2221	038654	00	02/12/2020	001-2031-455.30-51	GENERAL	44.99	
98450664		PI2222	038654	00	02/12/2020	001-2031-455.30-51	GENERAL	11.99	
98473910		PI2223	038654	00	02/12/2020	001-2031-455.30-51	GENERAL	13.74	
98473911		PI2224	038654	00	02/12/2020	001-2031-455.30-51	GENERAL	60.72	
98481186		PI2225	038654	00	02/12/2020	001-2031-455.30-51	GENERAL	11.99	
98481187		PI2226	038654	00	02/12/2020	001-2031-455.30-51	GENERAL	44.97	
98481189		PI2227	038654	00	02/12/2020	001-2031-455.30-51	GENERAL	34.99	
98481200		PI2228	038654	00	02/12/2020	001-2031-455.30-51	GENERAL	16.99	
							VENDOR TOTAL *	316.82	
9999999	00	MIRAMONTES, ELIZABETH							
173672		MIRAMONT000204		00	02/12/2020	001-0000-202.04-00	ELIZABETH MIRAMONTES/MTG	100.00	
173672		MIRAMONT000203		00	02/12/2020	001-2026-347.05-00	ELIZABETH MIRAMONTES/MTG	65.00	
							VENDOR TOTAL *	165.00	
0003902	00	MORNINGSTAR INC							
35426082/2020		PI2265	039199	00	02/12/2020	001-2031-455.30-51	GENERAL	1,260.00	
							VENDOR TOTAL *	1,260.00	

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0001999	00	NEBR ASSN OF PROPERTY AND EVIDENCE							
2020 DUES		PI2130	039189	00	02/12/2020	001-1209-421.20-93	GENERAL	30.00	
							VENDOR TOTAL *	30.00	
0003977	00	NEBRASKA DEPT OF REVENUE							
1 3392961	0120	PI2273	038583	00	02/12/2020	001-2029-451.20-99	BLANKET PURCHASE ORDER	17.88	
							VENDOR TOTAL *	17.88	
0006329	00	NNSWC LANDFILL							
JAN 20		000194		00	02/12/2020	001-1013-432.20-21	JAN 20	49,629.15	Tipping fees at coalition
							VENDOR TOTAL *	49,629.15	
0004303	00	NORTHERN SAFETY CO INC							
903781575		PI2127	039170	00	02/12/2020	001-2027-452.20-99	GENERAL	13.54	
903781575		PI2128	039170	00	02/12/2020	001-2027-452.30-33	GENERAL	252.83	
							VENDOR TOTAL *	266.37	
0001020	00	O'REILLY AUTOMOTIVE INC							
0397-293435		PI2108	038562	00	02/12/2020	001-2027-452.30-63	BLANKET PURCHASE ORDER	17.90	
0397-292970		PI2107	038562	00	02/12/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	36.90	
0397-293527		PI2270	038562	00	02/12/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	159.80	
0397-293566		PI2271	038562	00	02/12/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	13.99	
							VENDOR TOTAL *	228.59	
0005807	00	OCLC INC							
1000000983		PI2287	038674	00	02/12/2020	001-2031-455.20-93	GENERAL	1,269.71	
							VENDOR TOTAL *	1,269.71	
0002888	00	OFFICENET							
933212-0		PI2120	039142	00	02/12/2020	001-1004-424.30-31	GENERAL	71.76	
933212-0		PI2122	039142	00	02/12/2020	001-1004-424.30-31	GENERAL	20.27	
933212-0		PI2121	039142	00	02/12/2020	001-1305-430.30-31	GENERAL	17.07	
933212-0		PI2123	039142	00	02/12/2020	001-1305-430.30-31	GENERAL	20.27	
933212-0		PI2124	039142	00	02/12/2020	001-2024-416.30-31	GENERAL	20.27	
							VENDOR TOTAL *	149.64	
0001625	00	OTIS ELEVATOR COMPANY							
CK65208220		PI2105	038534	00	02/12/2020	001-1209-421.20-65	GENERAL	163.07	
							VENDOR TOTAL *	163.07	
0005755	00	OVERDRIVE INC							
01419CO20012433		PI2282	038656	00	02/12/2020	001-2031-455.30-51	GENERAL	312.56	
01419CO20017157		PI2283	038656	00	02/12/2020	001-2031-455.30-51	GENERAL	517.20	
							VENDOR TOTAL *	829.76	
0006450	00	PAUL BARTELS TRUCKING CO INC							
10677		PI2182	038747	00	02/12/2020	012-2025-431.30-32	FIELD PURCHASE ORDER	3,312.40	
10687		PI2183	038747	00	02/12/2020	012-2025-431.30-32	FIELD PURCHASE ORDER	4,957.52	
							VENDOR TOTAL *	8,269.92	

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0006630	00	PCM SALES INC							
B13380410101		PI2118	039078	00	02/12/2020	001-1004-424.30-31	GENERAL	96.81	
							VENDOR TOTAL *	96.81	
0006314	00	PEST PRO'S INC							
TRA STA 011520		PI2114	038678	00	02/12/2020	001-1013-432.20-99	FIELD PURCHASE ORDER	25.00	
SR CTR 011520		PI2104	038527	00	02/12/2020	001-2026-451.20-99	GENERAL	80.00	
							VENDOR TOTAL *	105.00	
0001278	00	PETERSEN BODY SHOP INC							
27663		PI2304	038992	00	02/12/2020	001-1015-415.20-45	GENERAL	5,561.54	
							VENDOR TOTAL *	5,561.54	
0006436	00	PINNACLE BANK - VISA							
692909294		PI2325	039137	00	02/12/2020	001-1209-421.20-13	GENERAL	78.88	
							VENDOR TOTAL *	78.88	
0005476	00	PITNEY BOWES INC (SUPPLIES)							
1013633115		PI2313	039237	00	02/12/2020	001-2031-455.30-31	GENERAL	84.99	
1013658291		PI2314	039237	00	02/12/2020	001-2031-455.30-31	GENERAL	178.47	
							VENDOR TOTAL *	263.46	
0002919	00	PLATTE VALLEY EQUIPMENT LLC							
2218773		PI2109	038563	00	02/12/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	91.28	
							VENDOR TOTAL *	91.28	
0006773	00	PORT-A-JOHNS							
20-0127		PI2286	038671	00	02/12/2020	001-1013-432.20-99	FIELD PURCHASE ORDER	65.00	
							VENDOR TOTAL *	65.00	
0006199	00	PREMIER STAFFING INC							
14424		PI2113	038616	00	02/12/2020	001-2024-416.20-99	BLANKET PURCHASE ORDER	888.00	
14452		PI2274	038616	00	02/12/2020	001-2024-416.20-99	BLANKET PURCHASE ORDER	886.22	
							VENDOR TOTAL *	1,774.22	
0006971	00	R&D CONSTRUCTION LLC							
06082019		PI2329	039267	00	02/12/2020	001-2027-452.20-60	GENERAL	8,116.20	
11262019		PI2330	039272	00	02/12/2020	001-2027-452.20-60	GENERAL	29,952.00	Moller Field facility repairs post flood
							VENDOR TOTAL *	38,068.20	
0002876	00	RAWHIDE CHEMOIL INC							
777430		PI2129	039186	00	02/12/2020	012-2025-431.30-44	FIELD PURCHASE ORDER	1,461.60	
							VENDOR TOTAL *	1,461.60	
0006739	00	RAY MARTIN COMPANY OF OMAHA							
1700720-01		PI2278	038630	00	02/12/2020	001-1209-421.20-65	GENERAL	743.75	
							VENDOR TOTAL *	743.75	
0003726	00	RESERVE ACCOUNT							

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0003726	00	RESERVE ACCOUNT							
23061773/0220		PI2284	038658	00	02/12/2020	001-2031-455.20-11	GENERAL	800.00	
							VENDOR TOTAL *	800.00	
0006579	00	RISE BROADBAND							
0135917 0220		PI2294	038704	00	02/12/2020	029-2034-466.20-99	BLANKET PURCHASE ORDER	87.79	
							VENDOR TOTAL *	87.79	
0006767	00	SAPP BROS INC							
22954059		PI2305	039081	00	02/12/2020	012-2025-431.30-44	FIELD PURCHASE ORDER	125.00	
22950914		PI2308	039217	00	02/12/2020	012-2025-431.30-44	FIELD PURCHASE ORDER	137.50	
							VENDOR TOTAL *	262.50	
0001304	00	SAWYER CONSTRUCTION CO							
1938		PI2298	038764	00	02/12/2020	012-2025-431.20-95	FIELD PURCHASE ORDER	2,675.00	
1954		PI2320	038764	00	02/12/2020	012-2025-431.20-95	FIELD PURCHASE ORDER	3,510.00	
1924		PI2296	038760	00	02/12/2020	029-2034-466.20-95	FIELD PURCHASE ORDER	710.00	
1939		PI2297	038760	00	02/12/2020	029-2034-466.20-95	FIELD PURCHASE ORDER	1,485.00	
							VENDOR TOTAL *	8,380.00	
0001305	00	SAWYER GAS N WASH INC							
12820-25		PI2272	038564	00	02/12/2020	001-1209-421.20-99	BLANKET PURCHASE ORDER	230.88	
							VENDOR TOTAL *	230.88	
0003375	00	STATE OF NEBRASKA - CELLULAR							
1202870		PI2299	038837	00	02/12/2020	001-1015-415.20-12	BLANKET PURCHASE ORDER	1,351.28	
1202866		PI2279	038634	00	02/12/2020	001-1209-421.20-99	GENERAL	133.70	
							VENDOR TOTAL *	1,484.98	
0004409	00	THREE RIVERS LIBRARY SYSTEM							
291		PI2306	039150	00	02/12/2020	001-2031-455.20-13	GENERAL	25.00	
							VENDOR TOTAL *	25.00	
0003598	00	TIME WARNER CABLE							
0113917 0220		PI2328	038516	00	02/12/2020	001-2029-451.20-12	GENERAL	120.39	
							VENDOR TOTAL *	120.39	
0006063	00	TITAN MACHINERY INC (VICTORS)							
13506678		PI2300	038854	00	02/12/2020	001-2027-452.20-60	GENERAL	1,530.00	
13506678		PI2301	038854	00	02/12/2020	001-2027-452.30-56	GENERAL	1,043.34	
							VENDOR TOTAL *	2,573.34	
0005179	00	TRACTOR SUPPLY CREDIT PLAN							
316633		PI2110	038571	00	02/12/2020	001-2027-452.30-33	BLANKET PURCHASE ORDER	249.99	
							VENDOR TOTAL *	249.99	
0004484	00	UNIVERSITY OF NEBRASKA PESTICIDE							
102/2020		PI2132	039194	00	02/12/2020	001-2027-452.20-13	GENERAL	180.00	
							VENDOR TOTAL *	180.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT	
0005809	00	US BANK CORPORATE PAYMENT SYSTEMS								
0115 & 01162020		PI2103	038507	00	02/12/2020	001-1002-415.20-13	BLANKET PURCHASE ORDER	17.50		
694718629		PI2134	039221	00	02/12/2020	001-1002-415.20-13	BLANKET PURCHASE ORDER	138.38		
							VENDOR TOTAL *	155.88		
0006096	00	VERIZON WIRELESS								
9846862908		PI2285	038659	00	02/12/2020	001-2031-455.20-65	GENERAL	200.05		
							VENDOR TOTAL *	200.05		
0003865	00	WASHINGTON COUNTY SHERIFF								
FR002		PI2311	039233	00	02/12/2020	001-1206-422.20-65	GENERAL	4,204.55		
FR002		PI2312	039233	00	02/12/2020	001-1209-421.20-65	GENERAL	4,204.56		
							VENDOR TOTAL *	8,409.11		
0003337	00	WASTE CONNECTIONS INC								
5514447		000205		00	02/12/2020	001-1013-432.20-21	JAN 20	63,465.76	Hauling fees to coalition	
5514502		PI2275	038628	00	02/12/2020	001-1206-422.20-99	BLANKET PURCHASE ORDER	157.70		
5514502		PI2276	038628	00	02/12/2020	001-1209-421.20-99	BLANKET PURCHASE ORDER	204.19		
5514554		PI2290	038694	00	02/12/2020	001-2026-451.20-99	GENERAL	223.00		
5514554		PI2291	038694	00	02/12/2020	001-2027-452.20-99	GENERAL	58.00		
5514554		PI2292	038694	00	02/12/2020	001-2030-451.20-99	GENERAL	59.04		
5514422		PI2288	038675	00	02/12/2020	001-2031-455.20-99	BLANKET PURCHASE ORDER	92.00		
5514422		PI2289	038675	00	02/12/2020	001-2031-455.20-99	GENERAL	27.00		
5514554		PI2293	038694	00	02/12/2020	001-2042-440.20-99	GENERAL	58.00		
5514502		PI2277	038628	00	02/12/2020	012-2025-431.20-99	BLANKET PURCHASE ORDER	165.95		
							VENDOR TOTAL *	64,510.64		
0005211	00	WATCHGUARD VIDEO								
WARINV003908		PI2125	039144	00	02/12/2020	001-1209-421.20-65	GENERAL	9,100.00		
BCMINV0009001		PI2302	038917	00	02/12/2020	001-1209-421.20-11	GENERAL	140.00		
BCMINV0009001		PI2303	038917	00	02/12/2020	001-1209-421.40-90	GENERAL	14,255.00		
							VENDOR TOTAL *	23,495.00		
0006961	00	WINDHAM WEAPONRY INC								
000001020		PI2326	039253	00	02/12/2020	001-1209-421.20-13	GENERAL	410.00		
							VENDOR TOTAL *	410.00		
0006834	00	ZUERCHER TECHNOLOGIES LLC								
267142		PI2119	039123	00	02/12/2020	001-1206-422.20-65	GENERAL		EFT:	3,240.00
							VENDOR TOTAL *	.00		3,240.00
		00 General Fund					BANK TOTAL *	448,714.30		34,190.92

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001067	00	DODGE COUNTY TITLE & ESCROW CO LLC							
15882		PI2206	039232	02	02/12/2020	011-2059-465.20-99	BLANKET PURCHASE ORDER	662.00	
020420		PI2327	039259	02	02/12/2020	011-2059-465.20-99	BLANKET PURCHASE ORDER	26.00	
							VENDOR TOTAL *	688.00	
0001131	00	FREMONT TRIBUNE							
896714		PI2164	038577	02	02/12/2020	011-2059-465.20-33	BLANKET PURCHASE ORDER	2.94	
897554		PI2165	038577	02	02/12/2020	011-2059-465.20-33	BLANKET PURCHASE ORDER	2.94	
							VENDOR TOTAL *	5.88	
				02	Special Revenue		BANK TOTAL *	693.88	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002675	00	CENTURYLINK (QWEST)							
4026440105	0120	PI2136	038212	09	02/12/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	527.85	
4026440105	0120	PI2137	038212	09	02/12/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	527.85	
4027210396	0120	PI2181	038729	09	02/12/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	96.30	
							VENDOR TOTAL *	1,152.00	
0001131	00	FREMONT TRIBUNE							
895654		PI2163	038577	09	02/12/2020	033-0789-421.20-33	BLANKET PURCHASE ORDER	8.18	
							VENDOR TOTAL *	8.18	
0006230	00	GOVCONNECTION INC							
57439555		PI2190	039096	09	02/12/2020	033-0789-421.30-31	BLANKET PURCHASE ORDER	516.84	
							VENDOR TOTAL *	516.84	
0000930	00	GREAT PLAINS COMMUNICATIONS INC							
9926520001	0120	PI2186	038770	09	02/12/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	92.32	
							VENDOR TOTAL *	92.32	
0003942	00	MOTOROLA SOLUTIONS INC							
8230252878		PI2307	039180	09	02/12/2020	033-0789-421.20-65	BLANKET PURCHASE ORDER	18,942.96	
							VENDOR TOTAL *	18,942.96	
0003375	00	STATE OF NEBRASKA - CELLULAR							
1202904		PI2295	038730	09	02/12/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER	768.00	
							VENDOR TOTAL *	768.00	
				09	E911		BANK TOTAL *	21,480.30	
							EFT/EPAY TOTAL ***		34,190.92
							TOTAL EXPENDITURES ****	470,888.48	34,190.92
							GRAND TOTAL **********		505,079.40

PREPARED 01/27/2020 8:55:36 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 01272020 ANDERSEND

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

VOUCHER SELECTION CRITERIA
- Voucher/discount due date 01/27/2020
- All banks . . . . . A

REPORT SEQUENCE OPTIONS:
- Vendor . . . . . X One vendor per page? (Y,N) . . . . . N
- Bank/Vendor . . . . . One vendor per page? (Y,N) . . . . . N
- Fund/Dept/Div . . . . . Validate cash on hand? (Y,N) . . . . . N
- Fund/Dept/Div/Element/Obj . . . . . Validate cash on hand? (Y,N) . . . . . N
- Proj/Fund/Dept/Div/Elm/Obj . . . . . .

This report is by: Vendor
- Process by bank code? (Y,N) . . . . . Y
- Print reports in vendor name sequence? (Y,N) . . Y
- Calendar year for 1099 withholding 2020
- Disbursement year/per 2020/04
- Payment date 01/27/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004597	00	BP CANADA ENERGY MARKETING *WIRE*							
21045870 DEC'19				00	01/27/2020	057-8205-807.50-02		322,654.26	Natural gas purchase
							VENDOR TOTAL *	322,654.26	
0001912	00	OMAHA PUBLIC POWER DISTRICT							
2462853776	0120			00	01/27/2020	051-5105-502.60-65	SPP Marketing Agency Serv	EFT:	5,112.00
							VENDOR TOTAL *	.00	5,112.00
0002946	00	OMAHA PUBLIC POWER DISTRICT							
1115740525	0120			00	01/27/2020	051-5305-560.60-76	Jan 2020 Interconnection	EFT:	4,477.94
							VENDOR TOTAL *	.00	4,477.94
0003996	00	UNION PACIFIC RAILROAD CO (OMAHA)							
FES# 44902		PI1773		00	01/15/2020	051-5105-502.60-57	PO NUM 052890	CHECK #: 10233	7,750.00-
							VENDOR TOTAL *	.00	7,750.00-
							HAND ISSUED TOTAL ***		7,750.00-
							EFT/EPAY TOTAL ***		9,589.94
							TOTAL EXPENDITURES ****	322,654.26	1,839.94
							GRAND TOTAL **********		324,494.20

PREPARED 01/28/2020 14:50:59 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 01282020 ANDERSEND

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	01/28/2020
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor	X	One vendor per page? (Y,N)	N
Bank/Vendor		One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N)	Y
Calendar year for 1099 withholding	2020
Disbursement year/per	2020/04
Payment date	01/28/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003996	00	UNION PACIFIC RAILROAD CO						
FES# 44902		PI1773		00 01/28/2020	051-5105-502.60-57	PO NUM 052890	EFT:	7,750.00
						VENDOR TOTAL *	.00	7,750.00
						EFT/EPAY TOTAL ***		7,750.00
						TOTAL EXPENDITURES ****	.00	7,750.00
						GRAND TOTAL **********		7,750.00

This is a reissue of the EFT payment voided on the preceding report

DEPARTMENT OF UTILITIES
ELECTRONIC WITHDRAWAL LIST

FOR UTILITIES AND INFRASTRUCTURE BOARD MEETING: 2/11/20

AJ GROUP NO	VENDOR NAME	WITHDRAWAL DATE	ACCOUNT NO	ITEM DESCRIPTION	WITHDRAWAL AMOUNT
5993	TSYS MERCHANT SOLUTIONS	02/04/20	051-5001-903-60-77	CREDIT CARD FEES	1,356.24
5993	TSYS MERCHANT SOLUTIONS	02/04/20	051-5001-903-60-77	CREDIT CARD FEES	10,246.42
				TOTAL EXPENDITURES	11,602.66

PREPARED 02/06/2020 8:42:04 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 02062020 ANDERSEND

PAYMENT TYPES

Checks	Y
EFTs	Y
ePayables	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date	02/06/2020
All banks	A

REPORT SEQUENCE OPTIONS:

Vendor	X	One vendor per page? (Y,N)	N
Bank/Vendor		One vendor per page? (Y,N)	N
Fund/Dept/Div		Validate cash on hand? (Y,N)	N
Fund/Dept/Div/Element/Obj		Validate cash on hand? (Y,N)	N
Proj/Fund/Dept/Div/Elm/Obj			

This report is by: Vendor

Process by bank code? (Y,N)	Y
Print reports in vendor name sequence? (Y,N)	Y
Calendar year for 1099 withholding	2020
Disbursement year/per	2020/05
Payment date	02/06/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584	00	CEI							
20200206		PR0206		00	02/06/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	125,180.30
							VENDOR TOTAL *	.00	125,180.30
0002999	00	LAUGHLIN TRUSTEE, KATHLEEN A							
20200206		PR0206		00	02/06/2020	051-0000-241.00-00	PAYROLL SUMMARY	35.00	
							VENDOR TOTAL *	35.00	
0004653	00	NEBRASKA DEPT OF REVENUE-GARNISHMNT							
20200123		PR0123		00	01/23/2020	051-0000-241.00-00	PAYROLL SUMMARY	CHECK #: 90951	40.00-
							VENDOR TOTAL *	.00	40.00-
0004192	00	PAYROLL EFT DEDUCTIONS							
20200206		PR0206		00	02/06/2020	051-0000-241.00-00	PAYROLL SUMMARY	179,252.96	
							VENDOR TOTAL *	179,252.96	
							HAND ISSUED TOTAL ***		40.00-
							EFT/EPAY TOTAL ***		125,180.30
							TOTAL EXPENDITURES ****	179,287.96	125,140.30
							GRAND TOTAL **********		304,428.26

Account Number	Employee Name	Social Security	Deposit Amount

Final Total 287,184.21 Count 176

Nebraska Department of REVENUE
www.revenue.ne.gov

Nebraska and Local Sales and Use Tax Return

FORM 10

Tax Cat.	Nebr. I.D. Number	Rpt. Code	Tax Period
1	55808	1	1/2020

Reference No.: 01B005737278
Date Filed: Wed, Feb 05, 2020 11:08:24 AM
Scheduled Payment Amount: 276,679.37
Scheduled Payment Date: Wed, Feb 12, 2020

27753

Due Date: 02/20/2020

NAME AND LOCATION

DEPARTMENT OF UTILITIES
400 E MILITARY AVE
FREMONT, NE 68025-5141

NAME AND MAILING ADDRESS

DEPARTMENT OF UTILITIES
400 E MILITARY AVE
FREMONT, NE 68025-5141

☐ **Check the box if your business has permanently closed, has been sold to someone else, or your permit is no longer needed. New owners must apply for their own sales tax permit.**

1	Gross sales and services in Nebraska			1	6,648,426.00
2	Net Nebraska taxable sales			2	4,047,230.00
3	Nebraska sales tax (line 2 multiplied by .055)			3	222,597.65
4	Nebraska use tax	4	3,312.59		
5	Local use tax from Nebraska Schedule I	5	1,048.84		
6	Local sales tax from Nebraska Schedule I			6	49,795.29
7	Total Nebraska and local sales tax (line 3 plus line 6)			7	272,392.94
8	Sales tax collection fee (line 7 multiplied by .025; Maximum allowed $75.00 per location)			8	75.00
9	Sales tax due (line 7 **minus** line 8)			9	272,317.94
10	Total Nebraska and local use tax (line 4 plus line 5)			10	4,361.43
11	Total Nebraska and local sales and use tax due (line 9 plus line 10)			11	276,679.37
12	Previous balance with applicable interest at 5.0% per year and payments received through			12	

13	BALANCE DUE (line 11 plus or minus line 12). Pay in full	13	276,679.37

Under penalties of law, I declare that, as a taxpayer or preparer I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is correct and complete.

NE Sales & Use Tax for the month of January 2020

Sales Tax Payable	051-0000-236-0000	$	272,392.91
Use Tax	051-0000-236-0100	$	3,885.96
	053-0000-236-0100	$	456.81
	057-0000-236-0100	$	18.66
Collection Fee	051-5001-421-0000	$	74.97
Cash/Total Due	051-0000-131-0000	$	276,203.90
	053-0000-131-0000	$	456.81
	057-0000-131-0000	$	18.66

DO NOT FILE

PREPARED 02/06/2020 13:06:07 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 02062020 ANDERSEND
PAYMENT TYPES
Checks . . . . . Y
EFTs . . . . . Y
ePayables . . . . . Y
VOUCHER SELECTION CRITERIA
Voucher/discount due date 02/12/2020
All banks . . . . . A
REPORT SEQUENCE OPTIONS:
Vendor . . . . . X One vendor per page? (Y,N) . . . . . N
Bank/Vendor . . . . . One vendor per page? (Y,N) . . . . . N
Fund/Dept/Div . . . . . Validate cash on hand? (Y,N) . . . . . N
Fund/Dept/Div/Element/Obj . . . . . Validate cash on hand? (Y,N) . . . . . N
Proj/Fund/Dept/Div/Elm/Obj . . . . . .
This report is by: Vendor
Process by bank code? (Y,N) . . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/05
Payment date 02/12/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000957	00	AAA GARAGE DOOR INC							
8123752		PI2180		00	02/12/2020	051-5001-940.50-35	PO NUM 052966	436.00	
8157277		PI2186		00	02/12/2020	051-5001-940.60-61	PO NUM 053017	125.00	
8133601		PI2256		00	02/12/2020	055-7105-502.60-59	PO NUM 052950	446.00	
							VENDOR TOTAL *	1,007.00	
0005098	00	ACCESS SYSTEMS							
INV832276		PI2221		00	02/12/2020	051-5001-922.60-65	PO NUM 053038	5,337.68	
							VENDOR TOTAL *	5,337.68	
0000959	00	ACE HARDWARE							
117191/3		PI2226		00	02/12/2020	051-0000-154.00-00	PO NUM 051981	50.44	
							VENDOR TOTAL *	50.44	
0005231	00	ADA CARBON SOLUTIONS(RED RIVER) LLC							
INV2112				00	02/12/2020	051-0000-158.01-00	1/29/20 42,620 LB	EFT:	21,752.82
							VENDOR TOTAL *	.00	21,752.82
0002612	00	ALTEC INDUSTRIES INC							
11330201		PI2178		00	02/12/2020	051-5001-940.60-79	PO NUM 052933	13.25	
11334930		PI2182		00	02/12/2020	051-5001-940.50-35	PO NUM 052988	538.72	
50526048		PI2154		00	02/12/2020	051-5205-580.60-59	PO NUM 053016	840.50	
11330201		PI2179		00	02/12/2020	051-5205-580.50-35	PO NUM 052933	182.00	
							VENDOR TOTAL *	1,574.47	
0003973	00	AMAZON CAPITAL SERVICES INC							
1YVJ-7TJ6-C6QN		PI2261		00	02/12/2020	051-5001-922.50-42	PO NUM 053002	EFT:	95.98
							VENDOR TOTAL *	.00	95.98
0004585	00	AMERICAN BROADBAND INTERNET							
51262 0220		PI2248		00	02/12/2020	051-5001-922.50-53	PO NUM 052211	439.40	
							VENDOR TOTAL *	439.40	
0002714	00	AMERICAN TEST CENTER INC							
2912863		PI2037		00	02/12/2020	051-5001-940.60-59	PO NUM 052970	1,110.00	
2912863		PI2038		00	02/12/2020	051-5205-580.60-59	PO NUM 052970	5,930.00	
							VENDOR TOTAL *	7,040.00	
0004587	00	AMERICAN UNDERGROUND SUPPLY LLC							
86886		PI2035		00	02/12/2020	055-7105-502.50-35	PO NUM 052938	901.36	
							VENDOR TOTAL *	901.36	
9999999	00	ANDERSON, JANET							
000030879		UT		00	02/12/2020	051-0000-143.00-00	MANUAL CHECK	58.23	
							VENDOR TOTAL *	58.23	
0002869	00	AQUA-CHEM INC							
00192677		PI2030		00	02/12/2020	053-6105-502.50-52	PO NUM 052240	2,178.00	
							VENDOR TOTAL *	2,178.00	
0002637	00	BABCOCK & WILCOX CO (DIAMOND POWER)							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002637	00	BABCOCK & WILCOX CO (DIAMOND POWER)							
553606		PI2011		00	02/12/2020	051-0000-153.00-00	PO NUM 052912	1,203.12	
554511		PI2229		00	02/12/2020	051-0000-153.00-00	PO NUM 052912	70.23	
54396		PI2137		00	02/12/2020	051-5105-502.60-79	PO NUM 052561	92.76	
							VENDOR TOTAL *	1,366.11	
0002531	00	BABCOCK & WILCOX COMPANY							
BA60372003		PI2004		00	02/12/2020	051-0000-153.00-00	PO NUM 052709	EFT:	5,302.92
BA60372226		PI2122		00	02/12/2020	051-0000-153.00-00	PO NUM 052945	EFT:	2,816.24
							VENDOR TOTAL *	.00	8,119.16
0001662	00	BARR-THORP ELECTRIC CO INC							
S1510700-001		PI2183		00	02/12/2020	051-5105-502.60-65	PO NUM 052989	3,169.61	
							VENDOR TOTAL *	3,169.61	
0005008	00	BKD LLP							
BK01150429		PI2136		00	02/12/2020	051-5001-920.60-56	PO NUM 052504	27,000.00	Progress payment on 2019 audit
							VENDOR TOTAL *	27,000.00	
0004558	00	BLT PLUMBING HEATING & A/C INC							
19591		PI2134		00	02/12/2020	055-7105-502.60-59	PO NUM 052106	87.00	
							VENDOR TOTAL *	87.00	
0003545	00	BOMGAARS SUPPLY INC							
16497338		PI2177		00	02/12/2020	051-5105-502.50-35	PO NUM 052901	462.22	
16497544		PI2014		00	02/12/2020	053-6205-583.50-35	PO NUM 052068	8.55	
							VENDOR TOTAL *	470.77	
0002902	00	BORDER STATES / KRIZ-DAVIS							
918962799		PI2001		00	02/12/2020	051-0000-154.00-00	PO NUM 051897	EFT:	4,078.88
919334951		PI2002		00	02/12/2020	051-0000-154.00-00	PO NUM 052398	EFT:	352.07
919334949		PI2003		00	02/12/2020	051-0000-154.00-00	PO NUM 052537	EFT:	300.14
919318334		PI2006		00	02/12/2020	051-0000-154.00-00	PO NUM 052840	EFT:	656.72
919318335		PI2007		00	02/12/2020	051-0000-154.00-00	PO NUM 052842	EFT:	331.43
919318333		PI2008		00	02/12/2020	051-0000-154.00-00	PO NUM 052872	EFT:	359.55
919334950		PI2009		00	02/12/2020	051-0000-154.00-00	PO NUM 052872	EFT:	84.81
919334948		PI2012		00	02/12/2020	051-0000-159.00-00	PO NUM 052959	EFT:	719.04
919362007		PI2113		00	02/12/2020	051-0000-154.00-00	PO NUM 051707	EFT:	49.22
919362011		PI2160		00	02/12/2020	051-0000-154.00-00	PO NUM 052840	EFT:	76.91
919362010		PI2161		00	02/12/2020	051-0000-154.00-00	PO NUM 052877	EFT:	779.50
919353379		PI2165		00	02/12/2020	051-0000-154.00-00	PO NUM 052998	EFT:	26.33
919362009		PI2166		00	02/12/2020	051-0000-154.00-00	PO NUM 052998	EFT:	447.22
919353380		PI2129		00	02/12/2020	051-5001-940.50-35	PO NUM 052078	EFT:	82.35
919366790		PI2173		00	02/12/2020	051-5105-502.50-35	PO NUM 052078	EFT:	42.62
919302251		PI2031		00	02/12/2020	055-7105-502.50-35	PO NUM 052913	EFT:	1,250.00
919305694		PI2018		00	02/12/2020	055-7205-583.50-35	PO NUM 052078	EFT:	231.80
919306025		PI2019		00	02/12/2020	055-7205-583.50-35	PO NUM 052078	EFT:	103.49
919328574		PI2020		00	02/12/2020	055-7205-583.50-35	PO NUM 052078	EFT:	60.62
							VENDOR TOTAL *	.00	10,032.70
0003678	00	CAPITAL PRODUCTS INC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003678	00	CAPITAL PRODUCTS INC							
20377784		PI2162		00	02/12/2020	051-0000-153.00-00	PO NUM 052979	1,455.40	
							VENDOR TOTAL *	1,455.40	
0004518	00	CAPPEL AUTO SUPPLY INC							
2634-00-012006		PI2026		00	02/12/2020	051-5001-940.50-48	PO NUM 052100	238.80	
2634-00-012123		PI2028		00	02/12/2020	051-5001-940.50-35	PO NUM 052100	57.33	
2634-00-010785		PI2021		00	02/12/2020	051-5105-502.50-35	PO NUM 052100	226.64	
2634-00-012148		PI2133		00	02/12/2020	051-5105-502.50-35	PO NUM 052100	39.27	
2634-00-011353		PI2022		00	02/12/2020	051-5205-580.50-48	PO NUM 052100	32.25	
2634-00-011585		PI2023		00	02/12/2020	051-5205-580.50-48	PO NUM 052100	42.24	
2634-00-011979		PI2024		00	02/12/2020	051-5205-580.50-48	PO NUM 052100	197.93	
2634-00-011997		PI2025		00	02/12/2020	053-6205-583.50-48	PO NUM 052100	24.59	
2634-00-012092		PI2027		00	02/12/2020	055-7105-502.50-35	PO NUM 052100	26.76	
							VENDOR TOTAL *	885.81	
0003817	00	CED AUTOMATION OMAHA							
5411-593895		PI2140		00	02/12/2020	055-7105-502.50-35	PO NUM 052885	2,970.50	
							VENDOR TOTAL *	2,970.50	
0000584	00	CEI							
FEB 20 WC				00	02/12/2020	051-5001-919.20-29	Feb 2020 Workers Comp	EFT:	31,250.00
							VENDOR TOTAL *	.00	31,250.00
0004615	00	CENTRAL PLAINS ENERGY PROJECT*WIRE*							
012012A197				00	02/12/2020	057-8205-807.50-02	Jan'20 CPEP3	200,415.00	Natural gas
012018A885				00	02/12/2020	057-8205-807.50-02	Jan'20 CPEP4	96,952.50	purchases
							VENDOR TOTAL *	297,367.50	
0005031	00	CENTURYLINK - BUSINESS SERVICES							
1484210358		PI2029		00	02/12/2020	051-5001-922.50-53	PO NUM 052212	190.55	
							VENDOR TOTAL *	190.55	
0002090	00	CERTIFIED LABORATORIES							
3814732		PI2010		00	02/12/2020	051-0000-154.00-00	PO NUM 052899	EFT:	665.49
							VENDOR TOTAL *	.00	665.49
0004889	00	COMFORT INN - KEARNEY							
693636178		PI2032		00	02/12/2020	055-7105-502.60-62	PO NUM 052923	96.00	
693636180		PI2033		00	02/12/2020	055-7105-502.60-62	PO NUM 052923	96.00	
693636181		PI2034		00	02/12/2020	055-7105-502.60-62	PO NUM 052923	96.00	
							VENDOR TOTAL *	288.00	
0001643	00	CULLIGAN OF OMAHA							
144105 0120		PI2249		00	02/12/2020	055-7105-502.50-95	PO NUM 052423	100.00	
144105 0120		PI2250		00	02/12/2020	055-7105-502.60-76	PO NUM 052423	26.00	
							VENDOR TOTAL *	126.00	
0003185	00	DEPARTMENT OF ENERGY							
BFPB002860120				00	02/12/2020	051-5105-555.50-00	Jan 2020	EFT:	52,471.86
								WAPA hydro power under PPA	

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0003185	00	DEPARTMENT OF ENERGY							
							VENDOR TOTAL *	.00	52,471.86
0003091	00	DUTTON-LAINSON CO							
S9988-1		PI2114		00	02/12/2020	051-0000-156.00-00	PO NUM 051741	EFT:	19,471.86
S10778-2		PI2157		00	02/12/2020	051-0000-154.00-00	PO NUM 052049	EFT:	4,012.07
S107781/CM79200		PI2158		00	02/12/2020	051-0000-154.00-00	PO NUM 052049	EFT:	1,180.04
H118687		PI2167		00	02/12/2020	051-0000-154.00-00	PO NUM 053014	EFT:	2,360.08
S13017-1		PI2168		00	02/12/2020	051-0000-154.00-00	PO NUM 053014	EFT:	8,024.15
							VENDOR TOTAL *	.00	35,048.20
0003087	00	EAKES OFFICE SOLUTIONS							
7952009-0		PI2164		00	02/12/2020	051-0000-154.00-00	PO NUM 052982	1,678.30	
7944422-0		PI2141		00	02/12/2020	051-5105-502.50-41	PO NUM 052894	1,530.10	
							VENDOR TOTAL *	3,208.40	
0002959	00	EGAN SUPPLY CO							
313379		PI2232		00	02/12/2020	051-0000-154.00-00	PO NUM 053031	397.90	
313379		PI2265		00	02/12/2020	051-5001-940.50-35	PO NUM 053031	40.82	
							VENDOR TOTAL *	438.72	
0005155	00	EHPV OPERATING GROUP LLC (BIG RED)							
012320 KEVIN S		PI2013		00	02/12/2020	053-6205-583.20-29	PO NUM 052065	17.31	
							VENDOR TOTAL *	17.31	
0004551	00	ELEMETAL FABRICATION LLC							
15852		PI2174		00	02/12/2020	051-5105-502.50-35	PO NUM 052087	116.87	
15893		PI2266		00	02/12/2020	055-7205-583.60-61	PO NUM 053068	355.54	
							VENDOR TOTAL *	472.41	
0001091	00	EMANUEL PRINTING INC							
9526		PI2153		00	02/12/2020	051-5205-580.50-31	PO NUM 053008	288.62	
9535		PI2036		00	02/12/2020	053-6205-583.50-31	PO NUM 052952	291.89	
							VENDOR TOTAL *	580.51	
0005040	00	EMERSON PROCESS MANAGEMENT POWER &							
9080422		PI2124		00	02/12/2020	051-5001-950.80-50	PO NUM 049403	EFT:	941.17
9080422		PI2125		00	02/12/2020	053-6105-502.60-58	PO NUM 049403	EFT:	890.00
							VENDOR TOTAL *	.00	1,831.17
0004978	00	ENVIRONMENTAL SYSTEMS RESEARCH							
93769474		PI2254		00	02/12/2020	051-5205-580.50-42	PO NUM 052882	300.00	
93769474		PI2255		00	02/12/2020	053-6205-583.60-65	PO NUM 052882	300.00	
							VENDOR TOTAL *	600.00	
0002050	00	FASTENAL CO							
NEFRE172990		PI2233		00	02/12/2020	051-0000-154.00-00	PO NUM 053045	EFT:	222.35
NEFRE172738		PI2016		00	02/12/2020	051-5001-940.50-35	PO NUM 052073	EFT:	45.43
NEFRE172774		PI2017		00	02/12/2020	051-5001-940.50-35	PO NUM 052073	EFT:	25.10
NEFRE172942		PI2172		00	02/12/2020	051-5001-940.50-35	PO NUM 052073	EFT:	33.06

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0002050	00	FASTENAL CO							
NEFRE172674		PI2015		00	02/12/2020	051-5105-502.50-35	PO NUM 052073	EFT:	59.07
NEFRE172850		PI2169		00	02/12/2020	051-5105-502.50-35	PO NUM 052073	EFT:	26.38
NEFRE172904		PI2170		00	02/12/2020	051-5105-502.50-35	PO NUM 052073	EFT:	69.66
NEFRE172834		PI2234		00	02/12/2020	051-5105-502.50-35	PO NUM 052073	EFT:	11.19
NEFRE172931		PI2235		00	02/12/2020	051-5105-502.50-35	PO NUM 052073	EFT:	24.49
NEFRE172991		PI2236		00	02/12/2020	051-5105-502.50-35	PO NUM 052073	EFT:	16.85
NEFRE172908		PI2171		00	02/12/2020	055-7105-502.50-35	PO NUM 052073	EFT:	202.96
							VENDOR TOTAL *	.00	736.54
0001729	00	FCX PERFORMANCE INC							
4510440		PI2005		00	02/12/2020	051-0000-153.00-00	PO NUM 052811	532.46	
4509070		PI2040		00	02/12/2020	051-0000-153.00-00	PO NUM 052811	695.03	
4513593		PI2163		00	02/12/2020	051-0000-155.00-00	PO NUM 052980	387.85	
4516936		PI2228		00	02/12/2020	051-0000-153.00-00	PO NUM 052893	314.59	
4507490		PI2060		00	02/12/2020	053-6105-502.50-35	PO NUM 052799	3,619.82	
4507490		PI2061		00	02/12/2020	053-6105-502.60-79	PO NUM 052799	231.12	
							VENDOR TOTAL *	5,780.87	
0005255	00	FIRST NATIONAL BANK OF OMAHA TRUST							
810005231	02/20			00	02/12/2020	051-5001-927.27-04	Combined Utility 05-05-15	EFT:	6,136.60
810005231	02/20			00	02/12/2020	053-6001-927.27-04	Combined Utility 05-05-15	EFT:	6,182.39
810005231	02/20			00	02/12/2020	055-7001-927.27-04	Combined Utility 05-05-15	EFT:	3,468.51
							VENDOR TOTAL *	.00	15,787.50
9999999	00	FORSMAN, JANELLE E							
000079197		UT		00	02/12/2020	051-0000-143.00-00	MANUAL CHECK	156.19	
							VENDOR TOTAL *	156.19	
0004472	00	FREESTATE FLOW SOLUTIONS INC							
191203-100		PI2059		00	02/12/2020	051-5105-502.50-35	PO NUM 052615	596.89	
							VENDOR TOTAL *	596.89	
0002884	00	FREMONT AREA CHAMBER							
24786		PI2187		00	02/12/2020	051-5001-919.60-69	PO NUM 053019	15.00	
							VENDOR TOTAL *	15.00	
0004833	00	FREMONT AREA UNITED WAY							
JAN'20 CARESHAR				00	02/12/2020	055-0000-242.02-00	Jan 2020 Care & Share	EFT:	249.44
							VENDOR TOTAL *	.00	249.44
0001742	00	GRAINGER							
9422299751		PI2184		00	02/12/2020	051-5001-940.50-35	PO NUM 052991	EFT:	2,944.64
							VENDOR TOTAL *	.00	2,944.64
0004707	00	GREAT PLAINS COMMUNICATIONS INC							
9927040235	0120	PI2056		00	02/12/2020	051-5001-922.50-53	PO NUM 052213	152.18	
9927040235	0120	PI2057		00	02/12/2020	051-5001-922.60-65	PO NUM 052213	1,000.00	
							VENDOR TOTAL *	1,152.18	
9999999	00	GREER, IAN M							

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9999999	00	GREER, IAN M							
000078477		UT		00	02/12/2020	051-0000-143.00-00	MANUAL CHECK	22.20	
							VENDOR TOTAL *	22.20	
0003155	00	HACH COMPANY							
11797641		PI2065		00	02/12/2020	051-5105-502.50-52	PO NUM 052905	390.44	
11797641		PI2066		00	02/12/2020	051-5105-502.60-79	PO NUM 052905	49.89	
							VENDOR TOTAL *	440.33	
0004419	00	HANSEN TIRE LLC							
27196		PI2043		00	02/12/2020	051-5205-580.50-48	PO NUM 052076	3.69	
27196		PI2044		00	02/12/2020	051-5205-580.60-59	PO NUM 052076	20.00	
27202		PI2045		00	02/12/2020	055-7105-502.50-48	PO NUM 052076	4.00	
27202		PI2046		00	02/12/2020	055-7105-502.60-59	PO NUM 052076	40.00	
							VENDOR TOTAL *	67.69	
0002794	00	HDR ENGINEERING INC							
1200241908		PI2041		00	02/12/2020	055-7105-502.60-61	PO NUM 044217	EFT:	67,209.66
							Engineering for WWTP Improvements		
							VENDOR TOTAL *	.00	67,209.66
0003359	00	HONEYWELL INDUSTRY SOLUTIONS							
5250706523		PI2175		00	02/12/2020	051-5105-502.50-35	PO NUM 052451	EFT:	7,261.73
5250706523		PI2176		00	02/12/2020	051-5105-502.60-61	PO NUM 052451	EFT:	1,096.00
							VENDOR TOTAL *	.00	8,357.73
0003878	00	HUPP ELECTRIC MOTORS INC							
798086		PI2181		00	02/12/2020	051-5105-502.60-61	PO NUM 052976	650.00	
							VENDOR TOTAL *	650.00	
0000205	00	INGERSOLL RAND INDUSTRIAL US INC							
25112862		PI2039		00	02/12/2020	051-0000-153.00-00	PO NUM 052572	2,092.56	
30805473		PI2062		00	02/12/2020	051-5105-502.50-35	PO NUM 052802	1,194.55	
							VENDOR TOTAL *	3,287.11	
0001687	00	INLAND TRUCK PARTS & SERVICE							
IN521048/533783		PI2188		00	02/12/2020	051-5001-940.50-48	PO NUM 053035	2,801.83	
IN521048/533783		PI2189		00	02/12/2020	051-5001-940.60-59	PO NUM 053035	4,137.93	
IN521048/533783		PI2190		00	02/12/2020	051-5001-940.60-79	PO NUM 053035	25.91	
							VENDOR TOTAL *	6,965.67	
0003074	00	JACKSON SERVICES INC							
20200109		PR0109		00	02/12/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	159.37
20200123		PR0123		00	02/12/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	168.91
567 - 013120				00	02/12/2020	051-5001-940.50-46	Jan Mats	EFT:	78.95
567 - 013120				00	02/12/2020	051-5001-940.20-29	Jan Uniforms/Whse	EFT:	119.31
1110 - 013120				00	02/12/2020	051-5001-932.50-46	Jan Mats/Towels	EFT:	283.11
1110 - 013120				00	02/12/2020	051-5001-940.50-46	Jan Mats/Mops/Towels	EFT:	655.75
567 - 013120				00	02/12/2020	051-5105-502.50-46	Jan Mops	EFT:	82.95
567 - 013120				00	02/12/2020	051-5105-502.20-29	Jan Uniforms	EFT:	1,191.27
1110 - 013120				00	02/12/2020	051-5105-502.50-46	Jan Mats	EFT:	550.95

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0003074	00	JACKSON SERVICES INC							
567 - 013120				00	02/12/2020	051-5205-580.20-29	Jan Uniforms/Elect Distr	EFT:	1,678.72
567 - 013120				00	02/12/2020	051-5205-580.20-29	Jan Uniforms/Engineers	EFT:	71.90
567 - 013120				00	02/12/2020	053-6205-583.20-29	Jan Uniforms	EFT:	404.20
567 - 013120				00	02/12/2020	055-7105-502.20-29	Jan Uniforms	EFT:	292.74
1110 - 013120				00	02/12/2020	055-7105-502.50-46	Jan Mats/Mops	EFT:	64.62
567 - 013120				00	02/12/2020	057-8205-870.20-29	Jan Uniforms	EFT:	948.93
							VENDOR TOTAL *	.00	6,751.68
0004205	00	JCI INDUSTRIES INC							
8190171		PI2159		00	02/12/2020	051-0000-153.00-00	PO NUM 052668	201.21	
							VENDOR TOTAL *	201.21	
0001426	00	JEO CONSULTING GROUP INC							
114689		PI2126		00	02/12/2020	051-5105-502.60-61	PO NUM 051295	EFT:	4,100.00
							VENDOR TOTAL *	.00	4,100.00
0004450	00	JK ENERGY CONSULTING LLC							
1499		PI2073		00	02/12/2020	051-5001-919.60-61	PO NUM 052969	2,000.00	
							VENDOR TOTAL *	2,000.00	
9999999	00	JOHNSTON II, FREDERICK							
000067225		UT		00	02/12/2020	051-0000-143.00-00	MANUAL CHECK	208.31	
							VENDOR TOTAL *	208.31	
0003085	00	KELLY SUPPLY CO							
S11127802-0		PI2121		00	02/12/2020	055-0000-154.00-00	PO NUM 052937	EFT:	215.93
							VENDOR TOTAL *	.00	215.93
0004708	00	KIMBALL MIDWEST							
7682723		PI2144		00	02/12/2020	051-5001-940.50-35	PO NUM 052921	409.51	
7692500		PI2185		00	02/12/2020	051-5001-940.50-35	PO NUM 053007	299.22	
							VENDOR TOTAL *	708.73	
0005194	00	KPE ENGINEERS ARCHITECTS FORENSIC							
6762		PI2042		00	02/12/2020	051-5001-950.80-50	PO NUM 050920	8,317.60	
							VENDOR TOTAL *	8,317.60	
0002027	00	KRIHA FLUID POWER CO INC							
00395648		PI2115		00	02/12/2020	051-0000-153.00-00	PO NUM 052565	EFT:	1,057.68
00395670		PI2123		00	02/12/2020	051-0000-153.00-00	PO NUM 052981	EFT:	83.87
							VENDOR TOTAL *	.00	1,141.55
9999999	00	LARA CARCAMO, LUZ M							
000079799		UT		00	02/12/2020	051-0000-143.00-00	MANUAL CHECK	154.16	
							VENDOR TOTAL *	154.16	
0002797	00	LAWSON PRODUCTS INC							
9307301109		PI2063		00	02/12/2020	051-5105-502.50-35	PO NUM 052895	840.47	
9307301109		PI2064		00	02/12/2020	051-5105-502.60-79	PO NUM 052895	10.60	

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0002797	00	LAWSON PRODUCTS INC							
							VENDOR TOTAL *	851.07	
9999999	00	LEWIS, JULIE A							
000078959		UT		00	02/12/2020	051-0000-143.00-00	MANUAL CHECK	117.27	
							VENDOR TOTAL *	117.27	
9999999	00	LOPEZ, ABIGAIL & JAVIER							
000075761		UT		00	02/12/2020	051-0000-143.00-00	MANUAL CHECK	8.05	
							VENDOR TOTAL *	8.05	
0002945	00	LYMAN RICHEY							
121821		PI2199		00	02/12/2020	055-7105-502.50-35	PO NUM 052081	167.97	
							VENDOR TOTAL *	167.97	
9999999	00	MAS PROPERTIES, LLC							
000061013		UT		00	02/12/2020	051-0000-143.00-00	MANUAL CHECK	1,280.27	
							VENDOR TOTAL *	1,280.27	
0002052	00	MATHESON LINWELD							
51580885		PI2237		00	02/12/2020	051-5001-940.60-76	PO NUM 052080	EFT:	83.60
21066649		PI2047		00	02/12/2020	051-5105-502.50-35	PO NUM 052080	EFT:	883.29
21078070		PI2049		00	02/12/2020	051-5105-502.50-35	PO NUM 052080	EFT:	434.96
21078069		PI2058		00	02/12/2020	051-5105-502.50-35	PO NUM 052499	EFT:	466.36
21089760		PI2197		00	02/12/2020	051-5105-502.50-35	PO NUM 052080	EFT:	94.32
21089809		PI2198		00	02/12/2020	051-5105-502.50-35	PO NUM 052080	EFT:	35.55
21102299		PI2203		00	02/12/2020	051-5105-502.50-35	PO NUM 052499	EFT:	263.59
51583730		PI2251		00	02/12/2020	051-5105-502.60-76	PO NUM 052499	EFT:	43.23
21066650		PI2048		00	02/12/2020	051-5205-580.50-35	PO NUM 052080	EFT:	213.14
51580885		PI2238		00	02/12/2020	051-5205-580.60-76	PO NUM 052080	EFT:	122.74
51580885		PI2239		00	02/12/2020	057-8205-870.60-76	PO NUM 052080	EFT:	61.37
							VENDOR TOTAL *	.00	2,702.15
0000667	00	MCMASTER-CARR SUPPLY CO							
28351721		PI2069		00	02/12/2020	051-5105-502.50-35	PO NUM 052917	284.70	
28351721		PI2070		00	02/12/2020	051-5105-502.60-79	PO NUM 052917	13.06	
28584832		PI2071		00	02/12/2020	051-5105-502.50-35	PO NUM 052917	121.61	
28584832		PI2072		00	02/12/2020	051-5105-502.60-79	PO NUM 052917	32.22	
29373717		PI2148		00	02/12/2020	051-5105-502.50-35	PO NUM 052946	343.77	
30356118		PI2213		00	02/12/2020	051-5105-502.50-35	PO NUM 052984	164.75	
30366152		PI2214		00	02/12/2020	051-5105-502.50-35	PO NUM 052984	126.82	
							VENDOR TOTAL *	1,086.93	
0004500	00	MECHANICAL DYNAMICS & ANALYSIS LLC							
635653		PI2117		00	02/12/2020	051-0000-153.00-00	PO NUM 052846	EFT:	16,254.14
635690		PI2118		00	02/12/2020	051-0000-153.00-00	PO NUM 052846	EFT:	2,652.62
							VENDOR TOTAL *	.00	18,906.76
0001229	00	MENARDS - FREMONT							
86846		PI2050		00	02/12/2020	051-5001-940.50-35	PO NUM 052083	61.16	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001229	00	MENARDS - FREMONT							
86890		PI2052		00	02/12/2020	051-5001-940.50-35	PO NUM 052083	16.60	
87110		PI2201		00	02/12/2020	051-5001-940.50-35	PO NUM 052083	48.46	
87127		PI2202		00	02/12/2020	051-5001-940.50-35	PO NUM 052083	5.33	
85785		PI2200		00	02/12/2020	051-5105-502.50-35	PO NUM 052083	105.05	
86890		PI2053		00	02/12/2020	051-5205-580.50-35	PO NUM 052083	74.89	
86884		PI2130		00	02/12/2020	053-6205-583.50-35	PO NUM 052083	10.67	
87189		PI2240		00	02/12/2020	055-7205-583.50-35	PO NUM 052083	9.97	
86855		PI2051		00	02/12/2020	057-8205-870.50-35	PO NUM 052083	16.56	
							VENDOR TOTAL *	348.69	
9999999	00	MENDEZ AVILA, DANIEL							
000077855		UT		00	02/12/2020	051-0000-143.00-00	MANUAL CHECK	39.27	
							VENDOR TOTAL *	39.27	
0005165	01	METHODIST FREMONT HEALTH							
IN1092		PI2054		00	02/12/2020	051-5001-926.60-61	PO NUM 052109	225.00	
IN1102		PI2055		00	02/12/2020	051-5001-926.60-61	PO NUM 052109	210.00	
							VENDOR TOTAL *	435.00	
0002069	00	MIDWEST OUTDOOR POWER LLC							
90082		PI2218		00	02/12/2020	051-5205-580.50-35	PO NUM 053015	248.18	
90082		PI2219		00	02/12/2020	051-5205-580.60-61	PO NUM 053015	42.80	
							VENDOR TOTAL *	290.98	
0005238	00	MIDWEST PETROLEUM EQUIPMENT LLC							
26836		PI2204		00	02/12/2020	051-5001-940.50-35	PO NUM 052713	984.40	
11659		PI2222		00	02/12/2020	051-5001-940.50-35	PO NUM 053043	199.37	
11659		PI2223		00	02/12/2020	051-5001-940.60-61	PO NUM 053043	760.00	
							VENDOR TOTAL *	1,943.77	
0005209	00	MIDWEST REGION GAS TASK FORCE ASSN							
148		PI2074		00	02/12/2020	057-8205-870.60-56	PO NUM 052992	12,658.54	
148		PI2075		00	02/12/2020	057-8205-870.60-67	PO NUM 052992	1,000.00	
							VENDOR TOTAL *	13,658.54	
0004883	00	MISSISSIPPI LIME COMPANY							
1473324				00	02/12/2020	051-0000-158.02-00	1/22/20 26.02 TN	EFT:	5,171.05
1474468				00	02/12/2020	051-0000-158.02-00	1/29/20 26.03 TN	EFT:	5,173.03
							VENDOR TOTAL *	.00	10,344.08
0001486	00	MOTION INDUSTRIES INC							
NE01-529005		PI2067		00	02/12/2020	051-5105-502.50-35	PO NUM 052906	144.46	
NE01-529005		PI2068		00	02/12/2020	051-5105-502.60-79	PO NUM 052906	22.58	
NE01-529144		PI2212		00	02/12/2020	051-5105-502.50-35	PO NUM 052978	19.52	
							VENDOR TOTAL *	186.56	
0002985	00	MSC INDUSTRIAL SUPPLY CO INC							
92114261		PI2078		00	02/12/2020	051-0000-154.00-00	PO NUM 050825	EFT:	80.46
C94475671		PI2194		00	02/12/2020	051-0000-154.00-00	PO NUM 053012	EFT:	502.36

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0002985	00	MSC INDUSTRIAL SUPPLY CO INC							
94475661		PI2195		00	02/12/2020	051-0000-154.00-00	PO NUM 053012	EFT:	230.48
95842621		PI2227		00	02/12/2020	051-0000-154.00-00	PO NUM 052585	EFT:	187.25
C95494021		PI2231		00	02/12/2020	051-0000-154.00-00	PO NUM 053029	EFT:	503.97
91468301		PI2106		00	02/12/2020	051-5001-940.50-35	PO NUM 052908	EFT:	13.96
C94475671		PI2217		00	02/12/2020	051-5001-940.50-35	PO NUM 053012	EFT:	121.98
C95494021		PI2264		00	02/12/2020	051-5001-940.50-35	PO NUM 053029	EFT:	22.49
91277511		PI2145		00	02/12/2020	051-5105-502.50-35	PO NUM 052926	EFT:	62.30
94520901		PI2216		00	02/12/2020	051-5105-502.50-35	PO NUM 053009	EFT:	161.14
95325641		PI2263		00	02/12/2020	051-5105-502.50-35	PO NUM 053024	EFT:	359.13
92542571		PI2109		00	02/12/2020	051-5205-580.50-35	PO NUM 052955	EFT:	260.58
96323941		PI2262		00	02/12/2020	053-6205-583.50-35	PO NUM 053021	EFT:	61.97
94979021		PI2193		00	02/12/2020	055-0000-154.00-00	PO NUM 052928	EFT:	1,049.92
							VENDOR TOTAL *	.00	3,617.99
0005113	00	MSDSONLINE INC DBA VELOCITYEHS							
212349		PI2107		00	02/12/2020	051-5001-925.60-65	PO NUM 052943	EFT:	3,599.00
							VENDOR TOTAL *	.00	3,599.00
9999999	00	MULHOLLAND, MONA G							
000049043		UT		00	02/12/2020	051-0000-143.00-00	MANUAL CHECK	109.44	
							VENDOR TOTAL *	109.44	
0005254	00	NEB-IA AGRONOMICS LLC							
39		PI2220		00	02/12/2020	055-7105-502.60-55	PO NUM 053036	6,000.00	
							VENDOR TOTAL *	6,000.00	
0003057	00	NEBR DEPT OF ENVIRONMENT AND ENERGY							
2020/KONTOR K		PI2155		00	02/12/2020	055-7105-502.60-67	PO NUM 053032	150.00	
2020/SEELHOFF S		PI2156		00	02/12/2020	055-7105-502.60-67	PO NUM 053032	150.00	
							VENDOR TOTAL *	300.00	
0003053	00	NEBRASKA HEALTH & HUMAN SERV-LIHEAP							
000058349		UT		00	02/12/2020	051-0000-143.00-00	Energy Assistance Refund	208.77	
							VENDOR TOTAL *	208.77	
0003136	00	NORTHERN NATURAL GAS CO *FNB WIRE*							
1034 JAN 2020				00	02/12/2020	057-8205-807.50-02		479,912.12	Natural gas purchase
							VENDOR TOTAL *	479,912.12	
0002054	00	NORTHWEST ELECTRIC LLC							
0207266		PI2119		00	02/12/2020	051-0000-153.00-00	PO NUM 052915	1,240.06	
0207267		PI2120		00	02/12/2020	051-0000-153.00-00	PO NUM 052915	666.21	
							VENDOR TOTAL *	1,906.27	
0003334	00	NOVATECH LLC							
22707		PI2206		00	02/12/2020	051-5205-580.50-35	PO NUM 052916	EFT:	511.42
							VENDOR TOTAL *	.00	511.42
0002937	00	O'KEEFE ELEVATOR CO INC							

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0002937	00	O'KEEFE ELEVATOR CO INC						
00505024		PI2085		00 02/12/2020	051-5001-932.60-65	PO NUM 052166	197.05	
00505024		PI2086		00 02/12/2020	051-5105-502.60-65	PO NUM 052166	1,116.63	
						VENDOR TOTAL *	1,313.68	
0001020	00	O'REILLY AUTOMOTIVE INC						
0397-292201		PI2082		00 02/12/2020	051-5105-502.50-48	PO NUM 052085	14.25	
0397-293619		PI2131		00 02/12/2020	051-5105-502.50-35	PO NUM 052085	19.22	
0397-294343		PI2132		00 02/12/2020	051-5105-502.50-35	PO NUM 052085	33.57	
0397-293533		PI2259		00 02/12/2020	051-5105-502.50-35	PO NUM 052987	91.09	
0397-293533		PI2260		00 02/12/2020	051-5105-502.50-35	PO NUM 052987	241.93	
						VENDOR TOTAL *	400.06	
0002888	00	OFFICENET						
934027-0		PI2215		00 02/12/2020	051-5105-502.50-40	PO NUM 052986	280.06	
						VENDOR TOTAL *	280.06	
0001624	00	OMAHA VALVE & FITTING CO						
29471		PI2205		00 02/12/2020	051-5105-502.50-35	PO NUM 052763	298.71	
						VENDOR TOTAL *	298.71	
0004671	00	ONE CALL CONCEPTS INC						
0010132		PI2246		00 02/12/2020	051-5001-940.60-61	PO NUM 052199	108.74	
						VENDOR TOTAL *	108.74	
0001268	00	P & H ELECTRIC INC						
121653		PI2267		00 02/12/2020	053-6105-502.50-35	PO NUM 053071	63.92	
121653		PI2268		00 02/12/2020	053-6105-502.60-79	PO NUM 053071	18.62	
						VENDOR TOTAL *	82.54	
0004935	00	PB&J WELDING SUPPLY LLC						
11051		PI2097		00 02/12/2020	051-5105-502.50-35	PO NUM 052838	284.09	
11067		PI2098		00 02/12/2020	051-5105-502.50-35	PO NUM 052838	82.39	
						VENDOR TOTAL *	366.48	
0003827	00	PEST PRO'S INC						
MNCP BLD 011520		PI2089		00 02/12/2020	051-5001-932.60-61	PO NUM 052414	42.80	
ASH PD 012020		PI2090		00 02/12/2020	051-5105-502.60-61	PO NUM 052429	48.15	
CMBT TUR 012020		PI2091		00 02/12/2020	051-5105-502.60-61	PO NUM 052429	53.50	
PWR PLT 012320		PI2092		00 02/12/2020	051-5105-502.60-61	PO NUM 052429	85.60	
UTIL BLD 012020		PI2093		00 02/12/2020	051-5105-502.50-35	PO NUM 052429	69.55	
SUB STA 012020		PI2087		00 02/12/2020	051-5205-580.60-61	PO NUM 052198	190.35	
WTR PLT 012320		PI2088		00 02/12/2020	053-6105-502.60-61	PO NUM 052243	69.55	
WWTP 012320		PI2135		00 02/12/2020	055-7105-502.60-61	PO NUM 052422	110.00	
						VENDOR TOTAL *	669.50	
0004800	00	PINNACLE BANK - VISA						
012220/GOEBEL D		PI2108		00 02/12/2020	051-5001-920.60-62	PO NUM 052954	333.97	
2950586		PI2207		00 02/12/2020	051-5001-920.60-62	PO NUM 052954	420.00	
020420/BARKER		PI2270		00 02/12/2020	051-5001-922.60-62	PO NUM 052869	120.00	

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0004800	00	PINNACLE BANK - VISA							
							VENDOR TOTAL *	873.97	
0001627	00	PIPING RESOURCES INC							
0608743-IN		PI2079		00	02/12/2020	051-0000-153.00-00	PO NUM 052833	EFT:	480.44
							VENDOR TOTAL *	.00	480.44
0005253	00	POTTER, KEITH W							
012420/POTTER K		PI2152		00	02/12/2020	051-5001-919.60-50	PO NUM 053001	4,500.00	
							VENDOR TOTAL *	4,500.00	
0004696	00	PRIME COMMUNICATIONS INC							
58227		PI2257		00	02/12/2020	053-6105-502.50-35	PO NUM 052964	3,263.48	
58227		PI2258		00	02/12/2020	053-6105-502.60-61	PO NUM 052964	615.24	
							VENDOR TOTAL *	3,878.72	
0004499	00	QUATRED LLC							
54689		PI2112		00	02/12/2020	051-5001-940.60-65	PO NUM 052993	1,351.63	
							VENDOR TOTAL *	1,351.63	
0004413	00	RADWELL INTERNATIONAL INC							
31207279		PI2099		00	02/12/2020	055-7105-502.60-59	PO NUM 052839	101.00	
31221877		PI2253		00	02/12/2020	055-7105-502.50-35	PO NUM 052778	165.70	
							VENDOR TOTAL *	266.70	
0002876	00	RAWHIDE CHEMOIL INC							
62028		PI2081		00	02/12/2020	051-5001-940.50-35	PO NUM 049734	60.00	
18710		PI2111		00	02/12/2020	051-5001-917.50-30	PO NUM 052971	17,559.58	
							VENDOR TOTAL *	17,619.58	
0004639	00	SAPP BROS INC							
22947403		PI2110		00	02/12/2020	051-5105-502.50-35	PO NUM 052961	4,016.51	
							VENDOR TOTAL *	4,016.51	
0000762	00	SCHAEFFER MANUFACTURING CO							
4527071621-INV1		PI2208		00	02/12/2020	051-5105-502.50-35	PO NUM 052962	EFT:	7,293.76
							VENDOR TOTAL *	.00	7,293.76
0002649	00	SENSIT TECHNOLOGIES LLC							
0286381-IN		PI2142		00	02/12/2020	057-8205-870.50-35	PO NUM 052904	13,557.63	
0286381-IN		PI2143		00	02/12/2020	057-8205-870.60-79	PO NUM 052904	213.15	
							VENDOR TOTAL *	13,770.78	
0004273	00	SHRED MONSTER INC							
30165		PI2247		00	02/12/2020	051-5001-932.60-61	PO NUM 052206	58.00	
							VENDOR TOTAL *	58.00	
0003923	00	STATE OF NEBRASKA - CELLULAR							
1202871				00	02/12/2020	051-5001-903.50-53	Cellular	EFT:	73.82
1202871				00	02/12/2020	051-5001-919.50-53	Cellular	EFT:	51.79

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0003923	00	STATE OF NEBRASKA - CELLULAR							
1202871				00	02/12/2020	051-5001-922.50-53	Cellular	EFT:	98.35
1202871				00	02/12/2020	051-5001-925.50-53	Cellular	EFT:	51.79
1202871				00	02/12/2020	051-5001-926.50-53	Cellular	EFT:	51.79
1202871				00	02/12/2020	051-5001-919.50-53	City Cellular/R Walter	EFT:	46.44
1202871				00	02/12/2020	051-5105-502.50-53	Cellular	EFT:	156.01
1202871				00	02/12/2020	051-5205-580.50-53	Engineers Cellular	EFT:	191.11
1202871				00	02/12/2020	051-5205-580.50-53	Elect Distr Cellular	EFT:	326.24
1202871				00	02/12/2020	053-6105-502.50-53	Cellular	EFT:	51.79
1202871				00	02/12/2020	053-6205-583.50-53	Cellular	EFT:	191.77
1202871				00	02/12/2020	055-7105-502.50-53	Cellular	EFT:	52.48
1202871				00	02/12/2020	057-8205-870.50-53	Cellular	EFT:	264.82
							VENDOR TOTAL *	.00	1,608.20
0001137	00	STEFFY CHRYSLER CENTER INC, GENE							
6130529		PI2191		00	02/12/2020	051-5001-940.50-48	PO NUM 053052	949.64	
6130529		PI2192		00	02/12/2020	051-5001-940.60-59	PO NUM 053052	581.28	
6130366		PI2076		00	02/12/2020	051-5205-580.50-48	PO NUM 052995	829.63	
6130366		PI2077		00	02/12/2020	051-5205-580.60-59	PO NUM 052995	951.87	
6130450		PI2150		00	02/12/2020	053-6205-583.50-48	PO NUM 052997	670.39	
6130450		PI2151		00	02/12/2020	053-6205-583.60-59	PO NUM 052997	1,404.95	
							VENDOR TOTAL *	5,387.76	
0005200	00	STERLING COMPUTERS CORP							
0067401		PI2252		00	02/12/2020	051-5001-922.50-42	PO NUM 052581	18,992.70	
							VENDOR TOTAL *	18,992.70	
0000434	00	STOVER CONTROLS							
INV-507719		PI2116		00	02/12/2020	051-0000-153.00-00	PO NUM 052623	1,843.97	
							VENDOR TOTAL *	1,843.97	
0000275	00	SUNSHINE FILTERS OF PINELLAS INC							
137810		PI2230		00	02/12/2020	051-0000-153.00-00	PO NUM 052925	1,445.21	
							VENDOR TOTAL *	1,445.21	
0005183	00	SUPERION LLC - CENTRALSQUARE							
266074		PI2127		00	02/12/2020	051-5001-903.60-77	PO NUM 052023	EFT:	358.20
266074		PI2128		00	02/12/2020	051-5001-903.60-77	PO# 052023	EFT:	22.86
							VENDOR TOTAL *	.00	381.06
0004647	00	T SQUARE SUPPLY LLC							
26381		PI2241		00	02/12/2020	051-5105-502.50-35	PO NUM 052091	86.35	
26207		PI2083		00	02/12/2020	055-7105-502.50-35	PO NUM 052091	107.42	
							VENDOR TOTAL *	193.77	
0001339	00	TIMME WELDING & SUPPLY LLC							
41729		PI2084		00	02/12/2020	051-5001-940.50-48	PO NUM 052092	48.28	
							VENDOR TOTAL *	48.28	
0003277	00	TRANE US INC							

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0003277	00	TRANE US INC							
310563382		PI2224		00	02/12/2020	051-5105-502.50-35	PO NUM 053064	2,541.57	
310563382		PI2225		00	02/12/2020	051-5105-502.60-61	PO NUM 053064	5,793.50	
							VENDOR TOTAL *	8,335.07	
0004520	00	US BANK CORPORATE PAYMENT SYSTEMS							
010720/ BRAND N		PI2100		00	02/12/2020	051-5001-922.60-62	PO NUM 052874	361.96	
010620/BRAND N		PI2101		00	02/12/2020	051-5001-922.60-62	PO NUM 052875	225.63	
							VENDOR TOTAL *	587.59	
0000647	00	USABLUEBOOK							
120203		PI2146		00	02/12/2020	051-5105-502.50-35	PO NUM 052942	67.90	
120203		PI2147		00	02/12/2020	051-5105-502.60-79	PO NUM 052942	19.06	
125756		PI2209		00	02/12/2020	051-5105-502.50-35	PO NUM 052977	412.93	
125756		PI2210		00	02/12/2020	051-5105-502.60-79	PO NUM 052977	31.05	
125970		PI2211		00	02/12/2020	051-5105-502.50-35	PO NUM 052977	983.42	
121197		PI2149		00	02/12/2020	055-7105-502.50-35	PO NUM 052949	262.75	
							VENDOR TOTAL *	1,777.11	
9999999	00	VERSAEVEL, RYAN J							
000077699		UT		00	02/12/2020	051-0000-143.00-00	MANUAL CHECK	64.43	
							VENDOR TOTAL *	64.43	
0002907	00	WALNUT RADIO LLC (KHUB)							
20010320		PI2269		00	02/12/2020	051-5001-903.60-78	PO NUM 052205	252.00	
							VENDOR TOTAL *	252.00	
0003739	00	WALTRON BULL & ROBERTS LLC							
INV12278		PI2103		00	02/12/2020	051-5105-502.50-52	PO NUM 052903	4,275.73	
INV12278		PI2104		00	02/12/2020	051-5105-502.60-61	PO NUM 052903	20.83	
INV12278		PI2105		00	02/12/2020	051-5105-502.60-79	PO NUM 052903	104.15	
							VENDOR TOTAL *	4,400.71	
0002894	00	WASTE CONNECTIONS OF NE INC							
5514515		PI2242		00	02/12/2020	051-5001-932.50-49	PO NUM 052165	241.14	
5514515		PI2243		00	02/12/2020	051-5001-940.50-49	PO NUM 052165	391.78	
5514515		PI2244		00	02/12/2020	051-5105-502.50-49	PO NUM 052165	285.71	
5514515		PI2245		00	02/12/2020	055-7105-502.50-49	PO NUM 052165	1,030.91	
							VENDOR TOTAL *	1,949.54	
0004336	00	WATERLINK INC							
27161		PI2138		00	02/12/2020	051-5105-502.50-52	PO NUM 052845	1,105.46	
27161		PI2139		00	02/12/2020	051-5105-502.50-52	PO NUM 052845	1,030.99	
							VENDOR TOTAL *	2,136.45	
0005136	00	WEISS CONSTRUCTION CO LLC							
10045587	#20	PI2196		00	02/12/2020	055-7105-502.60-58	PO NUM 048410	EFT:	240,275.96
							VENDOR TOTAL * WWTP ANAEROBIC LOGOONS AND GAS SCRUBBING SYSTEM	.00	240,275.96
0000482	00	WESCO RECEIVABLES CORP							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000482	00	WESCO RECEIVABLES CORP						
413203		PI2080		00 02/12/2020	051-0000-154.00-00	PO NUM 052930	EFT:	211.33
416044		PI2094		00 02/12/2020	051-5205-580.50-35	PO NUM 052468	EFT:	265.36
						VENDOR TOTAL *	.00	476.69
0004342	00	WIESE PLUMBING & EXCAVATING INC						
11675		PI2095		00 02/12/2020	051-5205-580.60-61	PO NUM 052746	7,500.00	
11674		PI2096		00 02/12/2020	051-5205-580.60-61	PO NUM 052828	5,000.00	
11655		PI2102		00 02/12/2020	057-8205-870.60-61	PO NUM 052889	1,500.00	
						VENDOR TOTAL *	14,000.00	
						EFT/EPAY TOTAL ***		558,959.56
						TOTAL EXPENDITURES ****	1,010,126.54	558,959.56
						GRAND TOTAL **********		1,569,086.10

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, CPA, Director of Finance

DATE: February 11, 2020

SUBJECT: Report of Treasury

Recommendation: Move to receive Report of the Treasury

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

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

Fiscal Impact: As noted in the report. The City's total decreased by $864,000 from January, with payments made for the new street sweeper, progress payments on the auditorium renovation and the annual premium payment for workers compensation excess insurance being paid in January. The Utility total increased by $900,000, as payments for coal for the power plant have ceased and collection for winter month utility bills has begun.

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

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

	Statement ending balances					
Account Name	**First National Bank - Fremont**	**First State Bank**	**Pinnacle Bank of Fremont**	**Cornerstone Bank, Columbus**	**NE Land National Bank, North Platte**	**Nebraska Public Investment Trust**
Governmental						
Checking/Money Market						
City Treasurer	$ 8,476,359					
City Treasurer-M Mkt	$ 1,558,813					
SID #4	$ 61,258					
Special Revenue		$ 69,100				
Infrastructure - Sales Tax						$ 4,310
Insured M MKT ** -Sales Tax		$ 6,188,726				
Public Safety - Sales Tax						$ 943,604
Streets - Sales Tax						$ 227,022
Streets - M Mkt			$ 418,250			
Community Devlopment Agy	$ 136,496					
Keno			$ 250,821			
CDBG Clearing	$ 24,583					
CDBG Program Income	$ 68,980					
E911	$ 106,073					
Drug Task	$ 36,178					
Employee Benefits			$ 2,675,147			
Total Checking/Money Market	$ 10,468,739	$ 6,257,826	$ 3,344,218	$ -	$ -	$ 1,174,935
CD Investments						
General fund	$ 4,500,000		$ 3,250,000	$ 200,000	$ 2,000,000	
Sales Tax/Infrastructure fund						
Sales Tax/Streets fund						
Sales Tax/LB840 fund	$ 1,500,000		$ 500,000			
Street fund	$ 1,000,000	$ -	$ 1,500,000			
KENO fund			$ 300,000			
Trust Fund	$ 100,000		$ 60,000			
E911			$ 250,000			
Special assessment Fund			$ 750,000			
Employee Benefits	$ 1,000,000		$ -			
Work Comp	$ 750,000		$ -			
Total CD Investments	$ 8,850,000	$ -	$ 6,610,000	$ 200,000	$ 2,000,000	$ -
Total Governmental deposits	$ 19,318,739	$ 6,257,826	$ 9,954,218	$ 200,000	$ 2,000,000	$ 1,174,935
					Grand total	**$ 38,905,719**

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

	Statement ending balances					
Account Name	**First National Bank - Fremont**	**First State Bank**	**Pinnacle Bank of Fremont**	**Cornerstone Bank, Columbus**	**NE Land National Bank, North Platte**	**Nebraska Public Investment Trust**
Proprietary Funds						
Checking/Money Market						
Combined Utilities Fund	$ 17,050,178					
Electric Fund	$ 607					
Comb Util Funds/Construction	$ 9,027,806					
Electric Funds						$ 2,029,057
Water Project Bond Acct	$ 80,548					
Department of Utilities			$ 677,279			
Sewer Improvement	$ 3,390					
Sewer Funds						$ 314,967
Gas Fund						$ 758,742
Electric Fund				$ 150		
Total Checking/Money Market	$ 26,162,529	$ -	$ 677,279	$ 150	$ -	$ 3,102,767
CD Investments						
Electric	$ 2,750,000	$ 2,000,000	$ 5,096,000			
Water	$ 675,000		$ 200,000			
Sewer	$ 250,000					
Gas	$ 500,000					
Total CD Investments	$ 4,175,000	$ 2,000,000	$ 5,296,000	$ -	$ -	$ -
Total Proprietary deposits	$ 30,337,529	$ 2,000,000	$ 5,973,279	$ 150	$ -	$ 3,102,767
					Grand total	**$ 41,413,725**
Grand total, all funds	**$ 49,656,268**	**$ 8,257,826**	**$ 15,927,497**	**$ 200,150**	**$ 2,000,000**	**$ 4,277,702**
					Grand total	**$ 80,319,444**
CITY CDARS CERTIFICATES				$ 4,100,000		$ 3,225,000
DU CDARS CERTIFICATES	$ -		$ -	$ 2,900,000	$ -	$ 2,600,000

CITY COUNCIL MEETING MINUTES
January 28, 2020
City Council Chambers 400 East Military, Fremont NE
REGULAR MEETING – 7:00 P.M.
PUBLIC COMMENT – 6:30 P.M.

REGULAR MEETING:

1. Meeting called to order. Mayor Getzschman opened the Public Comment period and comments were made. Five people spoke and the topic included the Dodge County Humane Society; one written comment was received regarding the Dodge County Humane Society. After the Pledge of Allegiance, the Mayor called the meeting of the City Council to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

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

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

4. Motion to adopt current agenda for January 28, 2020 Regular Meeting. Council Member Jacobus moved, seconded by Council Member Yerger to move items 35, 36, 29, 37, 38,43 and 44 to before the Consent Agenda in that order. Ayes: Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Nays: Bechtel, McClain. Motion carried. Council Member Ellis moved, seconded by Council Member Yerger to move item 28 to after item 42. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus. Nays: McClain, Legband. Motion carried. Council Member Yerger moved, seconded by Council Member Ellis to move item 45 to the first item under Unfinished Business. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jacobus. Nays: Legband, Jensen, McClain. Motion carried. Council Member Yerger moved, seconded by Council Member Jacobus to adopt agenda for January 28, 2020 Regular Meeting as amended. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Nay: McClain. Motion carried.

PUBLIC HEARINGS:

5. Ordinance 5522 for a Change of Zone from R, Rural to PD, Planned Development to develop up to 290 multifamily dwelling units, 113 attached single family units consisting of duplex, triplex and row house designs along with commercial uses known as Bluestem Commons property generally located at the southwest corner of Luther Road and County Road T. Council Member Jensen moved, seconded by Council Member Legband to continue the item indefinitely. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

6. Resolution 2020-002 for a Preliminary Plat generally consisting of 5 multifamily residential lots, 2 commercial lots, and 113 attached single family lots and 3 out lots for Bluestem Commons property generally located at the southwest corner of Luther Road and County Road T. Council Member McClain moved, seconded by Council Member Legband to continue the item indefinitely. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

7. Resolution 2020-003 for a Final Plat generally consisting of 2 out lots, 63 attached single family, and 3 multifamily lots for Bluestem Commons property generally located at the southwest corner of Luther Road and County Road T. Council Member McClain moved, seconded by Council Member Jensen to continue the item indefinitely. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

35. Resolution 2019-209/2020-011 consider City Council Meeting Agenda Policy. Council Member Yerger moved, seconded by Council Member Ellis to amend the policy item 1d to add the Mayor or a member of Council, and to change sixth to fourth in the fourth paragraph. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Nay: Kuhns. Motion carried. Council Member Jacobus moved, seconded by Council Member Yerger to approve Resolution 2019-209 as amended. Ayes: Ellis, Kuhns, Yerger, Jensen, Jacobus. Nay: McClain, Bechtel, Legband. Motion carried.

36. Ordinance 5524 amending Chapter 9 – Fee Schedule - Appendix A of the Fremont Municipal Code. Council Member Yerger moved, seconded by Council Member Ellis to amend the Ordinance fee schedule Appendix A line for commercial grading to residential/commercial grading. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member Kuhns to introduce and hold first reading of the Ordinance as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided first reading. Council Member Jensen moved, seconded by Council Member Legband to suspend the rules and hold final reading of the Ordinance. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a final vote on the Ordinance. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Ordinance 5524 is approved.

29. Ordinance 5525 pertaining to the sale and conveyance of real estate to Travis J. Bird and Molly J. Bird. Council Member Kuhns moved, seconded by Council Member Jensen to introduce and hold first reading of the Ordinance. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided first reading.

37. Council Member Jacobus Item - Discussion and Motion to entertain and approve authorization of the City Attorney to draft a letter of inquiry and complete the requisite forms required to obtain a formal written opinion from the Nebraska Accountability and Disclosure Commission regarding the Mayor's potential conflict of interest in the participation, discussion, advocacy and the casting of the deciding vote in the passage of Ordinance 5507, which was a conditional requirement of Resolution 2019-229. No action was taken.

38. Council Member Yerger Item - Discussion of the Ordinance 5507 implementation process, requisite actions and a motion that would clarify, assure accuracy and/or correct any procedural malfeasance in regard to the passage and final language of Ordinance 5507, as amended at the November 26, 2019 Council meeting. Council Member Yerger moved, seconded by Council Member Legband to consider the item complete in its entirety with the acceptance of item #10 correction to the minutes. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

43. Resolution 2020-024 for Sale of City property rights for Hwy 77, Southeast Beltway. Council Member Legband moved, seconded by Council Member Yerger to approve Resolution 2020-024. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

44. Resolution 2020-025 for Sale of City property rights for Hwy 77, Southeast Beltway. Council Member Yerger moved, seconded by Council Member Legband to approve Resolution 2020-025. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

CONSENT AGENDA: Council Member McClain moved, seconded by Council Member Jensen to approve Consent Agenda items 8-14, 17 and 18. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

8. Motion to approve January 15, 2020 through January 28, 2020 claims and authorize checks to be drawn on the proper accounts (staff report)

9. Dispense with and approve January 14, 2020 City Council Meeting and Community Development Agency Minutes

10. Motion to amend November 26, 2019 Minutes to correct an error in Item #21 (staff report)

11. Motion authorizing Mayor to sign Deed of Reconveyance, Knosp, 426 E. 10th Street (staff report)

12. Motion authorizing Mayor to sign Deed of Reconveyance, Voorhies, 922 N. D Street (staff report)

13. Receive Greater Fremont Development Council Quarterly Report

14. Approve a motion authorizing the Mayor to sign the Memorandum of Understanding with the International Association of Firefighters Local 1015 regarding Dues Checkoff (staff report)

17. Receive December 23, 2019 Traffic Committee Report and approve Resolution 2020-021 to place stop signs at several locations (staff report)

18. Resolution 2020-013 to submit an application to the Arbor Day Foundation for Tree City USA recognition (staff report)

ITEMS REMOVED FROM THE CONSENT AGENDA FOR SEPARATE DISCUSSION:

15. Motion authorizing the Mayor to appoint Stan Darling to the Planning Commission and reappoint to the Housing Authority. Council Member Yerger moved, seconded by Council Member Legband to reappoint Stan Darling to the Housing Authority. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Yerger moved, seconded by Council Member Jacobus to continue the Planning Commission appointment to the next City Council Meeting. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus. Nays: Kuhns, Legband. Motion carried.

16. Resolution 2020-012 to accept the Master Service Agreement with CenturyLink for the upgrade of the VIPER 911 system. Council Member Legband moved, seconded by Council Member Kuhns to approve Resolution 2020-012. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, McClain, Legband. Abstention: Yerger. Motion carried.

19. Resolution 2020-014 authorizing the Fremont Department of Utilities Staff to purchase a replacement AT40GW Aerial Device from ALTEC Industries Incorporated through Sourcewell. Council Member Yerger moved, seconded by Council Member Jacobus to amend the last paragraph of the Resolution that says now therefore be it resolved that accept the recommendation of the Utility and Infrastructure Board be struck and stated to be that the City Council authorizes the City staff to purchase. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus. Nays: McClain, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member Yerger to approve Resolution 2020-014 as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

20. Resolution 2020-015 authorizing the Fremont Department of Utilities Staff to purchase a Bobcat E35 Compact (Mini) Excavator from Bobcat Company through Sourcewell. Council Member Yerger moved, seconded by Council Member Jensen to amend the last paragraph of the Resolution that says now therefore be it resolved that accept the recommendation of the Utility and Infrastructure Board be struck and stated to be that the Mayor and City Council authorizes the City staff to purchase. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus. Nay: Legband. Motion carried. Council Member Jensen moved, seconded by Council Member Jacobus to approve Resolution 2020-015 as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

21. Resolution 2020-016 authorizing the Purchase 225,000 Tons of nominal 8,800 Btu/Ultra Low Sulfur Coal per year for 2020 and 2021 for Lon D. Wright, Power Plant. Council Member Yerger moved, seconded by Council Member Legband to approve Resolution 2020-016. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

22. Resolution 2020-017 authorizing a One Year Support Agreement with Honeywell for Lon D. Wright Power Plant Control System. Council Member Yerger moved, seconded by Council Member McClain to approve Resolution 2020-017. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

23. Resolution 2020-018 authorizing the Renewal of the Quicklime Reagent Supply Agreement with Mississippi Lime for Lon D. Wright, Power Plant. Council Member Yerger moved, seconded by Council Member Kuhns to approve Resolution 2020-018. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

24. Resolution 2020-019 authorizing a three year Support Agreement with Siemens for the Induced Draft Fan Variable Frequency Drive at the Lon D. Wright Power Plant. Council Member Kuhns moved, seconded by Council Member Jacobus to approve Resolution 2020-019. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

25. Resolution 2020-020 of the City Council of the City of Fremont, Nebraska, authorizing the scaffolding rental, installation and removal for Unit #8 Boiler evaluation. Council Member Yerger moved, seconded by Council Member Jacobus to approve Resolution 2020-020. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

26. Motion authorizing the purchase of TimeClock Plus software and hardware. Council Member Kuhns moved, seconded by Council Member Jensen to approve purchase of TimeClock Plus software and hardware. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

27. Motion to make annual payment to Kris Kobach for professional legal services. Council Member Yerger moved, seconded by Council Member Jensen to make annual payment to Kris Kobach for professional legal services. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jacobus, Legband. Nay: Jensen. Motion carried.

<u>UNFINISHED BUSINESS:</u> requires individual associated action

45. Resolution for Implementation of City Council Policy for Prayer before Council Meetings. Council Member Yerger moved, seconded by Council Member Bechtel to continue the item to the February 25, 2020 City Council Meeting. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jacobus, Legband. Nay: Jensen. Motion carried.

30. Ordinance 5518 repealing and replacing Chapter 3, Article 7 Section 3-701 of the Fremont Municipal Code titled Municipal Library; operation and funding. Council Member Yerger moved, seconded by Council Member Jacobus to the February 25, 2020 City Council Meeting. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

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

31. Ordinance 5517 to create a clean energy assessment district; the establish definitions; to provide for the financing, administration, and collections, to promote energy efficiency improvements and renewable energy systems known as Property Assessed Clean Energy (PACE) District. Council Member Kuhns moved, seconded by Council Member Legband to approve third and final reading of the Ordinance. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Legband. Nay: Yerger, Jacobus. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a final vote on the Ordinance. Ayes: McClain,

Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Nay: Yerger. Ordinance 5517 is approved.

46. Adjournment. Moved by Council Member Bechtel, seconded by Council Member Legband to adjourn the meeting. Ayes: McClain, Kuhns, Bechtel, Legband, Getzschman. Nays: Ellis, Yerger, Jensen, Jacobus. Motion carried. Meeting adjourned at 10:58 p.m.

APPROVED AND ACCEPTED THIS 11TH DAY OF FEBRUARY AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA CITY COUNCIL MINUTES FOR JANUARY 28, 2020.

Tyler Ficken, City Clerk | Scott Getzschman, Mayor

Documents received into the record can be found here

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: February 11, 2020

SUBJECT: Cement/Asphalt/Excavate Work License Application

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

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

Business	Applicant	Type
Denny Electric	Mark Denny	Cement work

CITY OF
FREMONT
NEBRASKA PATHFINDERS

LICENSE APPLICATION

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

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as _____

License should be issued to Mark Denny

License shall be used by applicant as the sole owner of business, which will be conducted under the name of Denny Electric at 360 Judy Ave

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

Applicant telephone number at place of business or where can be reached 402 721 4622

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

Transformer Pads &
Personal

I have the following technical education: NTCC

I give you the following references: Only Poured concrete for our self.

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 1 31 20

Mark Denny
Signature

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: February 11, 2020

SUBJECT: Letter of Support for Fremont Housing Authority

Recommendation: Approve Resolution 2020-029 authorizing the mayor to sign the Letter of Support for the Fremont Housing Authority.

Background: The Fremont Housing Agency has requested a letter of support from the City of Fremont for their annual report.

Fiscal Impact: None

February 11, 2020

Fremont Housing Agency
Attn: Rita D. Grigg
2510 N. Clarkson
Fremont, NE 68025

Dear Rita,

The City of Fremont, Nebraska supports the mission of the Fremont Housing Authority. The Fremont Housing Authority provides a quiet, safe, and secure housing option for residents in our community. The Housing Authority successfully provides a nutrition program and other support services to those who choose to use them.

The Fremont Housing Authority is a valuable partner to the City of Fremont and is a huge benefit to the community.

Sincerely,

Scott Getzschman
Mayor

RESOLUTION NO. 2020-029

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign a letter of support from the City for the Fremont Housing Authority

WHEREAS, the City of Fremont, Nebraska, has issued a letter of support for the Fremont Housing Agency located in Fremont, Nebraska.

NOW, THEREFORE BE IT RESOLVED that the Mayor be authorized and directed to sign the letter of support on behalf of the City of Fremont and the City Council of the City of Fremont.

PASSED AND APPROVED THIS 11th DAY OF FEBRUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Kim Koski, Director of Parks & Recreation

DATE: February 11, 2020

SUBJECT: Park Board

RECOMMENDATION: Move to re-appoint Dian Christensen Hillis and Ann Prince each for a two year term ending in January 2022.

Background: Appointments to the Park Board are for 2 years. Appointments are made by the Mayor and subject to the approval by the City Council.

Fiscal Impact: None

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: February 11, 2020

SUBJECT: Library Board appointment

Recommendation: Move to approve the recommendation of the Mayor to appoint Reagen Mayberry Yount to an unexpired term on Library Board ending January 2021.

Background: Appointee will complete the remainder of the term of Mandy Ostdiek on the Library Board.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Holzerland, Communications Director

DATE: February 11, 2020

SUBJECT: Data Sharing Agreement

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

Background:
Currently each 911 system in the state gathers and maintains 911 call data. Each agency is required to participate in an annual audit of the wireless 911 funds that are disseminated by the PSC to the PSAPs. Gathering and analyzing the data for the audits is done manually. Because different software programs are used across the state, getting accurate data is a challenging and a time –consuming task.

In order to streamline this process, the State 911 Department has signed an agreement with Emergency Call Tracking System (e-Cats) to provide valuable 911 call data and the collection of call summary data for auditing purposes. Better call volume metrics will be available for the PSAPs and the PSC.

The State 911 Dept holds the contract for the necessary hardware, software and services so there is no cost to the PSAP to participate.

This Interlocal is part of the combined city/county PSAP. The PSAP Governance Board approved the data sharing agreement on January 28, 2020 by a vote of 4-0.

Fiscal Impact: none

NEBRASKA
PUBLIC SERVICE COMMISSION

COMMISSIONERS: ROD JOHNSON CRYSTAL RHOADES MARY RIDDER
TIM SCHRAM
DAN WATERMEIER

September 12, 2019

VIA EMAIL
Director Shelly Holzerland
Dodge County 911 Board
725 N. Park Ave.
Fremont NE 68025

RE: Emergency Call Tracking System (ECaTS)

Dear Director Shelly Holzerland:

For some time now, the Public Service Commission and the 911 Service System Advisory Committee (SSAC) have been discussing obtaining a Management Information Service (MIS) called Emergency Call Tracking System (ECaTS). ECaTS is a service that will provide valuable call data for an individual Public Safety Answering Point (PSAP), a region of PSAPs, and will allow for the collection of call summary data statewide. ECaTS is the only MIS service that will work with all call handling equipment providers.

At its May 15, 2019, meeting, the 911 Service System Advisory Committee voted to recommend that the Public Service Commission pursue a contract with ECaTS to obtain their services. A Data Sharing Agreement (DSA) was drafted to clarify the terms of the service with the PSAPs and the PSC. At the August 27, 2019, meeting of the Public Service Commission, the Commissioners approved the contract to provide ECaTS services for all of the PSAPs across the state utilizing 100% funding from the 911 Service System Fund.

Currently, the PSC uses the data collected and reported by the PSAPs to identify funding allocation and report metrics to the State Legislature, and to complete federally mandated reports. ECaTS will eliminate the need for individual PSAPs to collect and report this data to the PSC and will improve call volume metrics. Better call volume metrics are the key to being able to manage PSAPs and manage the future Next Generation 911 Service System.

Michael G. Hybl, Executive Director
Public Service Commission
P.O. Box 94927
300 The Atrium, 1200 N Street
Lincoln, Nebraska 68509
OFFICE 402-471-3101 FAX 402-471-0254
CONSUMER HOTLINE 800-526-0017
psc.nebraska.gov

The purpose of the attached Data Sharing Agreement is to acknowledge the access to and sharing the Emergency Call Tracking System (ECaTS) data with the PSC and the 911 SSAC.

The DSA is attached for signature and execution by both parties. The PSC requests that this DSA be executed as soon as possible to allow for immediate deployment of ECaTS. Please follow these instructions to complete execution:

1. Obtain the appropriate signature on the attached agreement, then scan and email, or mail to David Sankey at the following address:

   State 911 Department
   Nebraska Public Service Commission
   1200 N Street, Suite 300
   Lincoln, NE 68509

If you have any questions, please contact me at 402-471-0265.

Sincerely,

David A. Sankey
State 911 Director
Nebraska Public Service Commission

Data Sharing Agreement
Between
State 911 Department of the Nebraska Public Service Commission
And
Dodge County 911 Board

Participants: This Data Sharing Agreement ("DSA") is entered into by and between the State 911 Department of the Nebraska Public Service Commission ("Department") and Dodge County 911 Board ("PSAP").

Purpose: The purpose of this DSA is to describe the sharing of certain data between the Department and the PSAP and the authority and responsibilities of the Department and PSAP regarding those data.

Effective Date: This DSA will become effective upon the last date of execution by a party hereto, as stated on the signature page.

Product/Service Description

Emergency Call Tracking System ("ECaTS") is a service which collects and provides reporting and analytics of 9-1-1 call data. ECaTS consists of a data repository, information technology tools and services to organize, manage, manipulate, analyze and secure the data within the repository, and professional and technical expertise to manage, protect, and conduct studies on those data. ECaTS will install a small Remote Data Distribution Module ("RDDM") buffer box at the PSAP (or at the related host location) and connect it to the Call Handling Equipment ("CHE") Call Detail Record ("CDR") (outgoing information only) port. This information will be encrypted and delivered via the internet to ECaTS for processing and reporting.

The goal of the Commission is to use ECaTS data to optimize call routing and delivery, monitor the efficiency of the 9-1-1 Service System in Nebraska and conduct studies to facilitate the implementation of Next Generation 9-1-1. Data collected and analyzed via ECaTS will be used to develop a better understanding of the operational characteristics and trends associated with the delivery of 9-1-1 calls statewide, and provide a baseline of data for comparison as Next Generation 9-1-1 functionality is implemented.

Data Ownership, Retention, and Requests

The PSAP is the owner of the data collected by ECaTS. The PSAP is the custodian of such data for purposes of the Nebraska Public Records Statutes, Neb. Rev. Stat. §§ 84-712 to 84-712.09. The Commission will notify the PSAP of any public records request received by the Commission with respect to any data that is subject to this DSA. Public records requests received by ECaTS for access to ECaTS data will be forwarded to the PSAP for an appropriate response.

ECaTS will not delete the PSAP's data without permission of the PSAP, the PSAP is responsible for maintaining such data pursuant to the PSAP record retention schedule applicable to such data as provided in the Nebraska Public Record Statutes, Neb. Rev. Stat. §§ 84-1201 to 84-1229.

Access to Information

Each authorized user will have a unique User ID and Password that will be required to obtain access to ECaTS data and reports via the ECaTS web portal.

The PSAP will have access to all ECaTS reports, and the Commission will have access to the following ECaTS summary reports:

- **Call Summary Report** – Provides authorized users with a Call Volume Count based on a date range including total calls per day, total calls answered and total calls abandoned.
- **Calls per Hour** – Provides total call volume (number of 911 calls), but broken up into each hour of each day for the specified range of time.
- **Top Busiest Hours** – Identifies the date and time (hour of day) when the PSAPs experienced the highest volume of calls.
- **Calls by Circuit** – Provides a breakdown of total call volume by circuit and/or by Trunk for the specified period of time.
- **Circuit Utilization** - The report reflects the amount of time that one or more circuits in each trunk group are utilized simultaneously. The report gives the percentage to the sixth nearest decimal to ensure accurate rounding of statistics.
- **Class of Service** – Provides a breakdown of 911 calls based on their Class of Service (i.e.: Wireless Phase 2, VOIP, Business, Centrex, etc.).
- **Outage** – The Outage Report provides outage data for a selected date range. This report provides the duration time (down time) of the outage and the trouble ticket number that relates to the outage.
- **Wireless Call Sector** – Provides a report for all wireless call sectors whose calls were transferred more than a certain percentage of the time, possibly indicating a miss-configured cellular tower face.
- **Wireless Transfer Summary** - The Wireless Transfer Summary report will look at the total number of calls that a PSAP/destination received from a particular tower, sector and carrier. The report will then consider the total number of calls transferred from that tower, sector and carrier. Based on the PSAP/destination that each call was transferred to, the report will provide the overall percentage of calls received from that tower, sector and carrier that were transferred to the Transfer PSAP/destination.

Connectivity

PSAP will provide access of the ECaTS RDDM to their existing internet service provider for the limited purpose of delivering CDR information from the PSAP to ECaTS.

Financial Responsibilities

The Commission will pay for a standard set of ECaTS related services, including hardware configuration and installation and the monthly maintenance fee. Additional product functionality may be available for purchase by the PSAP directly from ECaTS, at the PSAP's expense.

The Commission will also pay for required CDR licenses, the RDDM and technical support, setup, and installation of the RDDM. The RDDM, power cord, and serial cable will be the property of the Commission. The PSAP will provide CDR data to the RDDM at no cost.

The Commission's obligation to pay amounts due are contingent upon legislative appropriation of funds. In the event that the Nebraska Legislature fails to appropriate or authorize the expenditure of sufficient funds to provide for the payments referenced in this agreement, the Commission may terminate this agreement with respect to those payments for the fiscal year or years for which such funds are not appropriated. The Commission will give the PSAP prior written notice of any such termination.

Term

This DSA will be in effect for a period of two years and will automatically renew annually until terminated or superseded by another agreement.

Any change impacting this DSA shall be communicated to the other party sixty (60) days prior to the intended date of change and shall become effective upon agreement in writing by the other party.

Either the Commission or the PSAP may terminate this DSA upon sixty (60) days written notice to the other party. To be effective, a termination notice must state expressly that the DSA is being terminated, summarize the reason for termination, and affirm that the terminating party has made appropriate arrangements for retention of existing ECaTS data.

Governing Law

This DSA will be governed by and construed in accordance with the laws of the State of Nebraska.

_____	_____
Authorized PSAP Signature	State 911 Director
_____	1200 N Street, Suite 300
Address	Address
_____	Lincoln, NE 68508
City, State, ZIP	City, State, ZIP
_____	Dave A. Sankey
Signer's Printed Name	Signer's Printed Name
_____	State 911 Director
Signer's Title/Position	Signer's Title/Position
_____	September 12, 2019
Date	Date

RESOLUTION NO. 2020-030

A Resolution of the City Council of the City of Fremont, Nebraska, to enter in to a data sharing agreement with the 911 Department of the Nebraska Public Service Commission.

WHEREAS, The Fremont/Dodge County 911 Center has a need for 911 call data metrics; and,

WHEREAS, The State 911 Department of the Nebraska PSC has a need for the same metrics; and,

WHEREAS, The State 911 Department has entered in to a contract to provide the necessary hardware, software and services to provide the 911 call data metrics at no cost to the PSAP; and

WHEREAS, The PSAP Board recommended approval by a vote of 4-0.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont agrees to enter in to a data sharing agreement with the 911 Department of the Nebraska Public Service Commission.

PASSED AND APPROVED THIS 11th Day of February, 2020**.**

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Mayor and City Council

FROM: Troy Schaben, Assistant City Administrator - Utilities

DATE: February 11, 2020

SUBJECT: Energy Services Company (ESCO)

Recommendation: Resolution 2020-031 Award Contract for Energy Services Company to Navitas, LLC.

Background: A request for proposals was issued for an ESCO to assist Fremont with Energy Efficiency projects. Four firms responded and based on selection criteria outlined in the RFQ (including qualifications and fees), Navitas was selected.

The UIB recommended Awarding the ESCO contract to Navitas at the January 28, 2020 meeting with a 4-0 vote.

Fiscal Impact: None. Energy efficiency projects are expected to be net zero with savings offsetting all other costs.

Responding Firms:
Navitas
GenPro
Amerisco
Energy Solutions Professionals

CITY OF FREMONT ESCO SERVICES
FREMONT, NEBRASKA

THIS AGREEMENT made and entered into February 11, 2020, by and between the City of Fremont, Nebraska, Party of the First Part, hereinafter called the "City", and Navitas, LLC, Party of the Second Part, hereinafter called the "Contractor".

WHEREAS: The City has requested proposals from qualified ESCO firms, has received said proposals, analyzed same and duly selected the "Contractor", Party of the Second Part, to act on behalf of the City of Fremont in order to complete the CITY OF FREMONT ESCO SERVICES, as hereinafter set forth in the Proposal.

NOW, THEREFORE: It is hereby agreed that the contractor agrees to act as ESCO consultant on behalf of the City of Fremont, for the following:

CITY OF FREMONT ESCO SERVICES

IN WITNESS WHEREOF: The Parties of the First and Second Parts have hereto set their hands and seals on the day and year above written.

CITY OF FREMONT, NEBRASKA
Party of the First Part

_____
Scott Getzschman
Mayor

Attest:

_____
Tyler Ficken
City Clerk

Navitas, LLC,
Party of the Second Part

By:_____

Title:_____

(SAMPLE) ENERGY SAVINGS PERFORMANCE CONTRACT

This Energy Savings Performance Contract (the "Contract") is made and entered into this ____ day of _____, 2020, by and between Navitas, LLC ("Navitas"), a Kansas limited liability company having its principal offices at 25501 West Valley Parkway, Suite 200, Olathe, Kansas 66061; and the CITY OF FREMONT (the "Client"), having its principal offices at 400 East Military, Fremont, NE 68025.

RECITALS

WHEREAS, Client has proper authority over premises more fully described herein, and wishes to acquire equipment and services to reduce energy costs and related expenses in said premises; and

WHEREAS, Navitas has experience and technical management capabilities to identify and evaluate energy cost-saving opportunities through services provided and equipment installed and maintained at premises similar in scope and scale of Client; and

WHEREAS, Navitas has delivered to Client an Investment Grade Audit Report dated DATE, which Client has approved, and

WHEREAS, the Investment Grade Audit Report includes an assessment of the energy consumption characteristic of Client's facilities as more fully described in **Exhibit A (Description of Premises)** (the "Premises") and the identification and evaluation of viable cost-savings measures, as well as estimates of expected energy and operational savings and associated project costs; and

WHEREAS, Client desires to contract with Navitas for the design, installation, and measurement of certain cost-savings measures (the "Project") all as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Client and Navitas hereto covenant and agree as follows:

ARTICLE I
SCHEDULES, EXHIBITS, APPENDICES

Section 1.01 Design Documents and Project Development

Navitas has prepared or otherwise furnished working documents setting forth in detail the requirements of construction and installation for the Project **("Design & Engineering Documents")**, which are enumerated in Exhibit B. The Design & Engineering Documents include all drawings, specifications, schedules, diagrams, plans, and such content and detail as is reasonably necessary to complete construction of the Project. A Professional Engineer or Registered Architect licensed in the state of the Project ("Design Consultants") will prepare those drawings, specifications, schedules, and diagrams for certain Scope of Work portions set forth in Exhibit B. Navitas hereby warrants that any Design Consultants which perform design services under this Contract, will provide said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances so that the Design & Engineering Documents are free from material defects and errors, to the extent that such defects or errors were caused by conditions which Navitas or the Design Consultant was or should have been aware of using the degree of care

and skill ordinarily exercised by members of the same profession under similar circumstances. Navitas further warrants that construction of the Project pursuant to the Design & Engineering Documents is reasonably viable, feasible, and otherwise constructible, taking into account currently known conditions of the Premises, the Contract Sum, all applicable federal, state, and local laws, and any other conditions to which the Project is subject.

Section 1.02 Exhibits and Appendices

Navitas has prepared and Client has approved and accepted the following Exhibits and Appendices, copies of which are attached hereto (or will be as provided for in this Contract), set forth in their entirety and made a part of this Contract by reference.

Exhibits

Exhibit A	Description of Premises
Exhibit B	Scope of Work
Exhibit C	Construction and Installation Schedule
Exhibit D	Verification and Guarantee of Savings
Exhibit E	Standards of Comfort
Exhibit F	Detailed Pollution Credit Calculations
Exhibit G	Financial Analysis

Appendices

Appendix I	Certificate of Acceptance – Investment Grade Audit Report
Appendix II	Certificate of Acceptance – Installed ECMs
Appendix III	Certificate of Project Completion

Section 1.03 Contract Documents

The Contract Documents consist of this Contract; the Design & Engineering Documents and the Exhibits and Appendices enumerated in this Section. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. The Contract Documents represent the entire and integrated agreement between the parties and supersede prior negotiations, representations, or agreements, either written or oral.

Section 1.04 Investment Grade Audit

The parties acknowledge that Navitas has prepared and submitted to Client an Investment Grade Audit Report, which sets forth, among other things, an assessment of the energy consumption characteristic of Client's facilities and the identification and evaluation of cost-savings measures, as well as estimates of expected energy and operational savings and associated project costs. Client approves and accepts the assumptions, data and calculations contained within the Investment Grade Audit Report, as evidenced by the Certificate of Acceptance – Investment Grade Audit Report, which is attached to this Contract as **Appendix I**. However, to the extent that any assumptions contained in the Investment Grade Audit Report, conflict with the Verification and Guarantee of Savings stated in Exhibit D, Exhibit D shall control.

Notwithstanding the above, the provisions of this Contract and the attached Exhibits and other Appendices shall govern in the event of any inconsistencies between the Investment Grade Audit Report and the provisions of this Contract and the attached Exhibits and other Appendices.

ARTICLE II
SCOPE OF WORK; CONSTRUCTION SCHEDULE

Section 2.01 Scope of Work

Navitas shall perform and provide the labor, materials, equipment installation, supervision and other services as described in **Exhibit B (Scope of Work)** (the "Work"). The Work shall be performed in accordance with the Contract Documents and applicable laws. Navitas shall act as an independent contractor with sole discretion to determine the means, methods, techniques, sequences, procedures, and coordination of the Work. Navitas shall be responsible for the payments associated with all labor, materials, equipment, tools, construction and machinery, transportation and other facilities and services necessary for the proper execution and completion of the Work as more fully set forth herein.

Section 2.02 Construction Schedule

Construction and equipment installation shall proceed in accordance with the construction schedule approved by Client and attached as **Exhibit C (Construction and Equipment Installation Schedule)**.

Navitas shall complete the Work in such a manner so as to conform to the standards set forth in **Exhibit E (Standards of Comfort)** and the construction schedule specified in **Exhibit C (Construction and Installation Schedule)**. Navitas shall repair and restore any damage caused by Navitas' performance under this Contract.

Section 2.03 Phases of ECM Completion

Navitas has identified separate energy conservation measures **("ECM")** as outlined in **Exhibit D (Verification and Guarantee of Savings)**. The installation and implementation of each ECM is more fully described in **Exhibit B (Scope of Work)**. For the purposes of this Agreement, the following phases of completion of each ECM shall apply:

(a) *Substantial Completion of ECM*. "Substantial Completion" of the installation of a particular ECM shall occur when the installation has progressed to the point that Client can utilize and take beneficial use of the equipment or services associated with each ECM for its intended use or purpose.

(b) *Punch List*. Upon Substantial Completion of each ECM, Navitas and Client shall coordinate to develop a list of tasks, either still to be completed or failing to conform to the description of the Work set forth herein, on the ECM (the "Punch List"). Navitas shall, within a reasonable time, (i) correct the installation to conform to the description of the Work set forth herein, and (ii) complete all items on the Punch List.

If the parties disagree with the items to be included on the Punch List, such dispute shall be resolved in accordance with Section 20.02 herein.

(c) *Final Completion of ECM*. When Navitas believes that the Punch List for each ECM has been completed as set forth in subparagraph (b) above, Navitas will submit a Certificate of Acceptance for the identified ECM substantially in the form of **Appendix II – "Certificate of Acceptance – Installed ECMs"**. If Client concurs that the installation is satisfactory and the Punch List is complete and correct, Client shall execute the Certificate of Acceptance for that ECM installation, and return the same to Navitas, verifying Client's acceptance and approval of the ECM installation.

For purposes of this paragraph, Client shall be deemed to have "executed" the Certificate of Acceptance as follows:

(i) by signature or initial of an authorized agent of Client on the Certificate of Acceptance; or

(2) by written confirmation, via electronic mail from an authorized agent of Client to Navitas, that a particular ECM is accepted and approved;

(3) if Client has not executed the Certificate of Acceptance as described above within (15) days of receiving the Certificate of Acceptance for an identified ECM installation, and Client has not provided Navitas with a written objection to or rejection of the same specifying the reasons for the objection to or rejection of the same, Client will be deemed to have agreed to, signed and returned the Certificate of Acceptance.

Section 2.04 Project Completion

When Navitas believes that Client has executed a Certificate of Acceptance for all ECM's outlined in the Contract Documents, Navitas will submit a Certificate of Project Completion to the Client substantially in the form of **Appendix III – "Certificate of Project Completion"**. Client shall have thirty (30) days after notification to verify that all ECM's outlined in the Contract Documents have been accepted. If Client concurs that the Work is complete, Client shall sign the Certificate of Project Completion and return the same to Navitas, verifying Client's acceptance and approval of the Work.

If Client does not execute the Certificate of Project Completion within thirty (30) days of receiving the same, and Client has not provided Navitas with a written objection to or rejection of the same specifying the reasons for the objection to or rejection of the same, Client will be deemed to have agreed to, signed and returned the Certificate of Project Completion.

Section 2.05 Changes to Scope of Work

Any work not otherwise outlined in **Exhibit B (Scope of Work)** must be authorized in writing by Navitas and Client. Compensation for any work outside the Scope of Work may be in addition to the Contract Sum. The Scope of Work includes all work to be performed by Navitas, and Navitas shall also perform all ancillary work required to make all equipment installed or provided by Navitas functional and operational. However, unless otherwise stated in the Scope of Work, such ancillary work shall not include repairs, modifications, or other work on materials, equipment or structures not provided by Navitas under the Scope of Work.

ARTICLE III
COMPENSATION AND PAYMENT

Section 3.01 Compensation

Subject to adjustments in accordance with the provisions of the Contract Documents, Client shall pay Navitas for the due, proper, and complete performance of the Work as required hereunder and for the due performance of all other obligations and duties imposed upon Navitas pursuant to this Contract, a sum not to exceed WRITTEN VALUE Dollars ($NUMERIC VALUE) (the "Contract Sum").

Section 3.02 Contingency

The Contract Sum includes a contingency amount for errors, omissions, and unforeseen conditions. WRITTEN VALUE Dollars ($NUMERIC VALUE) in contingency funds has been budgeted, and may be paid by Client if any of the following occurs: 1) an error by the Client related to its obligations under this Contract is discovered, and such error causes the cost of the Project to increase; 2) an omission by the Client related to its obligations under this Contract is discovered, and such error causes the cost of the Project to increase; 3) unforeseen conditions on the Premises are encountered which Navitas could not have reasonably discovered prior to beginning the Work by using ordinary diligence performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances; 4) an unforeseen event occurs of which neither Navitas nor Client have any control over, and such event causes the cost of the Project to increase; or 5) an allowable change in the Scope of Work which is agreed to by Client and Navitas. If none of these events occur, then any such contingency amount shall not be paid to Navitas and shall be removed from the Contract Sum.

Section 3.03 Payment

During the period beginning with the date that both parties have signed this Contract, and continuing through the date Navitas provides Client with the Certificate of Project Completion as more fully described in Section 2.04, Client or Client's third-party financier will make monthly progress payments to Navitas based on the percentage of the scope of work completed at the end of each month. Navitas will provide Client with an itemized application for payment for the previous month's work. If Client objects to any amounts invoiced, Client shall provide written notice of the objection and the reasons for the same to Navitas within seven (7) days of receipt of the application for payment. Thereafter, the parties will proceed in accordance with Section 20.02 of this Contract in an attempt to resolve the dispute. Client will pay Navitas the undisputed and earned amount outlined on the application for payment within thirty (30) days of the date on which Navitas provides the application for payment to Client.

Section 3.04 Retainage and Final Payment

For each application for payment, Client shall be entitled to retain and withhold payment of five percent (5%) of each payment as security for Navitas' full and faithful performance of its obligations pursuant to this Contract. All amounts withheld pursuant to this Section shall be referred to as "Retainage."

Retainage shall be withheld until the installation of each ECM has reached Final Completion as described in Section 2.03, subparagraph (c). Following the Final Completion of each separate ECM installation, the Retainage withheld for that ECM shall be paid to Navitas.

Section 3.05 Late Payments

The terms and conditions of the Prompt Payment Act shall apply to amounts not paid to Navitas when due.

ARTICLE IV
NONAPPROPRIATION OF FUNDS

To the extent that Client is a public entity, this Contract shall in no way or manner be construed so as to bind or obligate Client beyond the term of any particular appropriation of funds by the governing body as may exist from time to time. Navitas reserves the right to terminate this Contract in whole or in part if Client fails, neglects, or refuses to appropriate sufficient funds as may be required for Client to continue any payments required under this Contract.

ARTICLE V
TERM OF CONTRACT

Unless otherwise provided, the term of this Contract shall be the Construction Period plus the fifteen (15) year Guarantee Period, as more fully set forth below.

Section 5.01 Construction Period

This Contract shall be effective and binding upon the parties immediately upon its signature by both parties, and the period from the date the last party signs this Contract until the first day of the month following the date of Project Completion as set forth in Section 2.04, shall be known as the "Construction Period."

Section 5.02 Guarantee Period

The Guarantee Period Start Date shall be the first day of the month following the date installation of all ECM's is complete. For purposes of this Section, installation of all ECM's shall be complete on the date of Project Completion as more fully set forth in Section 2.04.

The Guarantee Period shall be fifteen (15) years beginning with the Guarantee Period Start Date.

ARTICLE VI
ENERGY SAVINGS GUARANTEE; RECONCILIATION

Subject to the provisions of Article 16, Navitas agrees and guarantees that either the energy cost savings or operational cost savings, or both, will meet or exceed the costs of the energy cost savings measures, adjusted for inflation, within fifteen (15) years. Navitas shall reimburse Client for any shortfall of guaranteed energy costs savings on an annual basis. Said savings guarantee is set forth in its entirety in **Exhibit D (Verification and Guarantee of Savings)**, and shall be based upon the Client's baseline energy consumption data and in accordance with the methods of savings measurement and verifications as more fully set forth therein.

ARTICLE VII
ENERGY USAGE RECORDS AND DATA

To the extent permitted by law, Client has furnished and shall continue to furnish (or authorize its energy suppliers to furnish) during the Term of this Contract to Navitas or its designee, upon its request, all of its records and complete data concerning energy and water usage and related

maintenance for the Premises, including, but not limited to; utility records; building and equipment operating data; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the premises; bills and records relating to maintenance of energy-related equipment; and a description of energy management procedures presently utilized ("Energy Data").

All raw Energy Data provided to Navitas will remain the property of Client; however, Navitas shall have, for the Contract Term, an exclusive license to collect, take possession of, and utilize the data to calculate and monitor energy savings as provided for in the Contract Documents. All reports, analyses, and documented manipulation of raw data shall remain the property of Navitas. Navitas shall keep the specifics of all Energy Data confidential and shall not disclose the same to any third party not involved in the project, except as required by law, without the written consent of Client, which consent will not be unreasonably withheld.

ARTICLE VIII
LOCATION AND ACCESS

Navitas acknowledges that there exists sufficient space on the Premises for the Work. Both Client and Navitas shall take reasonable steps to protect installed equipment from harm, theft, and misuse during the term of this Contract. Client shall provide access to the Premises for Navitas to perform any function related to this Contract during regular business hours, or such other reasonable hours as may be requested by Navitas and acceptable to Client. Navitas shall be granted immediate access to make emergency repairs or corrections as it may, in its discretion, determine are needed. Navitas' access to the Premises to make emergency repairs or corrections as it may determine are needed shall not be unreasonably restricted by the Client. Navitas shall immediately notify Client when emergency action is taken and follow up with written notice with three (3) business days specifying the action taken, the reasons therefore, and the impact upon the Premises, if any.

ARTICLE IX
PERMITS, APPROVALS AND STATUTORY PROVISIONS

Section 9.01 Permits and Approvals

It is Navitas' responsibility to obtain and pay for all necessary permits and approvals for the Work. Client shall use its best efforts to assist Navitas in obtaining said permits and approvals. The installed equipment and the operation of the installed equipment by Navitas shall conform to all federal, state, and local code requirements existing on the date that both parties have signed the Contract Documents.

Section 9.02 Coordination During Installation

Client and Navitas shall coordinate the activities of Navitas' equipment installers with those of Client, its employees, and agents.

Section 9.03 Bonding

Navitas will provide a Performance Bond and Payment Bond, each in the sum of 100% of the Contract Sum. The Performance Bond shall strictly apply to the construction and performance of the Work. The Payment Bond shall strictly apply to those providing labor, materials, equipment, supplies and services in connection with the performance of the Work. The surety's

liability under the Performance Bond shall be fully exonerated as of the end of Navitas' one-year warranty period identified in **Article X** of this Contract. The surety's liability under the Payment Bond shall be fully exonerated as of Navitas' payment of the final balances due to all subcontractors and suppliers that Navitas uses to perform the work under this Contract for their work on this Project.

The guarantees extended pursuant to these bonds are limited to the construction obligations only, and for the first year of warranty against defective materials and workmanship. These bonds specifically exclude any guarantee of the performance or payment obligations of those sections of the contract related to extended maintenance services, annual reviews and/or guaranteed energy savings.

Section 9.04 Employment Eligibility

Upon the signing of this Contract by both parties, Navitas shall provide to Client a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Contract. Navitas shall also provide Client a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Project.

Section 9.05 Compliance with Laws

Throughout the term of this Agreement, Navitas shall fully comply with all applicable laws and ordinances and the applicable orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate administrative officers and agencies having jurisdiction, including but not limited to, Executive Order 11246, the Vocational Rehabilitation Act of 1973 (§503), the Americans with Disabilities Act, the Equal Employment Opportunities Act (42 U.S.C. § 2000e, et seq.) and the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 U.S.C. § 4212 [formerly 2012]).

Section 9.06 Subcontracts

At its exclusive option, Navitas may subcontract some or all of the Work. While Navitas retains the sole discretion to determine whether it will subcontract some or all of the Work, Client shall retain final authority to reject a particular subcontractor for cause. Upon request, Navitas will notify Client of its solicitation for bids with a description of the Work that will be subcontracted.

Navitas has involved Client in making a good-faith effort to allow local contractors the opportunity to bid on subcontracts where there are qualified local providers.

ARTICLE X
EQUIPMENT WARRANTIES

Section 10.01 General Warranty

Navitas warrants that all equipment sold and installed as part of this Contract will be installed properly in a good and workmanlike manner, is protected by applicable written manufacturer warranties covering parts and equipment performance, and will function properly for a period of one (1) year from the date of Substantial Completion of each particular ECM pursuant to Section 2.03, subparagraph (a).

Section 10.02 Exclusions

Navitas' warranty excludes claims for equipment which are related in whole or in part to (i) abuse, (ii) modifications not approved or executed by Navitas or Subcontractors, (iii) maintenance or operation that is not in accordance with the Contract Documents (including but not limited to Article 14) and that is performed by any party other than the Navitas or Subcontractors, or (iv) normal wear and tear under normal usage

Section 10.03 Warranty Claims

If, at any time prior to the expiration of the warranty period set forth herein, Client shall discover a warranted equipment failure, Client shall provide written notice of the warranty claim to Navitas. Navitas shall, upon receipt of written notice from Client prior to the end of the warranty period, correct such failure within a reasonable time. Navitas will remedy any such failure to minimize disruptions to Client's operations.

After the warranty period set forth in this Article, Navitas shall have no responsibility for performing repairs or assisting Client in making manufacturer warranty claims relating to the installed equipment, unless it is later discovered that the equipment failed or otherwise functioned improperly solely as a result of Navitas' error or omission.

Section 10.04 Manufacturer's Warranties

Navitas further agrees to assign to Client all available manufacturer's warranties relating to the installed equipment and to deliver such written warranties to Client; and to assist Client in pursuing rights and remedies against the manufacturers under the warranties in the event of installed equipment malfunction or improper or defective function, and defects in parts, workmanship and performance.

All warranties, to the extent transferable, shall be transferable and extend to the Client. Notwithstanding anything to the contrary, Client is solely responsible for complying with the individual manufacturer warranty requirements.

ARTICLE XI
STANDARDS OF COMFORT

During the Construction Period, and where applicable, Navitas shall operate the installed equipment in a manner that will provide the standards of comfort and levels of operation as described in **Exhibit E (Standards of Comfort)**. During the term of this Contract, Client will maintain and operate the installed equipment in a manner that will provide the standards of comfort and levels of operation as described in **Exhibit E (Standards of Comfort)**.

ARTICLE XII
ENVIRONMENTAL REQUIREMENTS

Section 12.01 Excluded Material and Activities

Client recognizes that in connection with the performance of the Scope of Work at Client's Premises, Navitas may encounter, but is not responsible for unless included in the Scope of Work, any work relating to (i) asbestos, materials containing asbestos, or the existence, use, detection, removal, containment or treatment thereof, (ii) fungus (any type of form of fungi, including mold or mildew, and myotoxins, spores, scents or by-products produced or released

by fungi), (iii) polychlorinated biphenyl (PCB) ballasts and mercury lamps, (iv) incomplete or damaged work or systems or code violations that may be discovered during or prior to the work of this agreement, or (v) pollutants, hazardous wastes, hazardous materials, contaminants other than those described in this Section below (collectively "Hazardous Materials"), or the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment thereof. The materials and activities listed in the foregoing sentence are referred to as "Excluded Materials and Activities." Client agrees that if performance of work involves any Excluded Materials and Activities, Client will perform or arrange for the performance of such work and shall bear the sole risk and responsibility therefore. In the event Navitas discovers Hazardous or Excluded Materials, Navitas shall immediately cease work, remove all Navitas personnel or subcontractors from the site, and notify the Client. The Client shall be responsible to handle such Materials at its expense. Navitas shall undertake no further work on the Premises except as authorized by the Client in writing. Notwithstanding anything in this Contract to the contrary, any such event of discovery or remediation by the Client shall not constitute a default by the Client. In the event of such stoppage of work by Navitas, the Time for Completion of Work will be automatically extended by the amount of time of the work stoppage and Navitas and Client will discuss and determine any additional reasonable costs incurred by Navitas as a result and upon said determination and authorization by Client, the parties will agree to and execute a written Change Order covering said additional cost.

ARTICLE XIII
TRAINING

Navitas shall facilitate operational training for the installed equipment with the manufacturers of the installed equipment as more fully outlined in **Exhibit B (Scope of Work)**. The training outlined in Schedule B shall be completed prior to the date of Project Completion as set forth in Section 2.04.

Navitas' initial training will provide Client and its then current employees with enough information to safely operate the equipment in accordance with the terms of this Contract and all OEM manuals and written operating or safety notices. Beyond that, Navitas does not guarantee the accuracy or completeness of any information in, or provided in connection with, the training. Navitas is not responsible for any errors or omissions, or for the results obtained from the use of such information.

ARTICLE XIV
EQUIPMENT SERVICE

Section 14.01 Client's Maintenance Responsibilities

Client acknowledges that the equipment to be installed by Navitas as outlined in **Exhibit B (Scope of Work)** must be maintained in accordance with the equipment manufacturers' installation, operation, and maintenance manuals. Prior to Project Completion as set forth in Section 2.04, Navitas will provide copies of available operation & maintenance manuals for equipment installed pursuant to **Exhibit B (Scope of Work)**.

Client shall be solely responsible for complying with the manufacturer's recommended periodic maintenance. Client acknowledges that Client's failure to perform the maintenance in accordance with the manufacturers' guidelines shall constitute a "Material Change" as more fully outlined in **Article 16 ("Material Changes")**.

Section 14.02 Malfunctions and Emergencies

Client shall use its best efforts to notify Navitas or its designated subcontractors within twenty-four (24) hours after the Client's actual knowledge and occurrence of: (i) any malfunction in the operation of the installed equipment or any preexisting energy related equipment that might materially impact the guaranteed energy savings, (ii) any interruption or alteration to the energy supply to the Premises lasting longer than twelve (12) hours, (iii) any alteration or modification in any energy-related equipment or its operation; or (iv) any other emergency condition affecting the installed equipment.

ARTICLE XV
MODIFICATION, UPGRADE OR ALTERATION OF THE EQUIPMENT

Section 15.01 Modification of Equipment

During the term of this Contract, Client shall not (i) move, remove, modify, alter, or change in any way the installed equipment or any part thereof; or affix or install any accessory equipment or device on any of the installed equipment, without Navitas' prior written approval, except as set forth in **Article 14**.

Section 15.02 Upgrade or Alteration of Equipment

During the term of this Contact Navitas shall have the right, but not the duty, to change the installed equipment, revise any procedures for the operation of the installed equipment or implement other energy saving actions in the Premises, provided that:

(a) Navitas complies with the standards of comfort and services set forth in **Exhibit E (Standards of Comfort)** herein;

(b) Such modifications or additions to, or replacement of the installed equipment, and any operational changes, or new procedures are necessary to enable Navitas to achieve the guaranteed energy and cost savings at the Premises;

(c) The work associated with the modifications, additions, or replacement does not interfere with the District's operations and is conducted in accordance with the same limitations contained in this Contract; and

(d) Any cost incurred relative to such modifications, additions or replacement of the installed equipment, or operational changes or new procedures shall be the responsibility of Navitas.

All modifications, additions or replacements of the installed equipment or revisions to operating or other procedures shall be described in a supplemental Exhibit to be provided to the Client for approval, which shall not be unreasonably withheld, conditioned, or delayed, provided that any replacement of the installed equipment shall, unless otherwise agreed, be new and have equal or better potential to reduce energy consumption at the Premises than the equipment being replaced. Navitas shall have the right to update any and all software to be used in connection with the installed equipment in accordance with the provisions of **Section 17.01 (Ownership of Certain Proprietary Rights)**. All replacements of and alterations or additions to the installed equipment shall become part of the equipment described in **Exhibit B (Scope of Work)**.

ARTICLE XVI
MATERIAL CHANGES

Section 16.01 Material Change Defined

A Material Change shall include any change in or to the Premises, whether structural, operational or otherwise which reasonably could be expected to increase or decrease the annual energy consumption measurements set forth in **Exhibit D (Verification and Guarantee of Savings)** by at least 1% after adjustments for climatic variations. Actions by the Client that may result in a Material Change include but are not limited to the following:

(a) manner of use of the Premises by the Client; or

(b) hours of operation for the Premises or for any equipment or energy using systems operating at the Premises; or

(c) occupancy of the Premises, which shall not include the number of students or staff members using the Premises unless increasing or decreasing by more than 3% per annum; or

(d) structure of the Premises; or

(e) types and quantities of equipment used at the Premises or

(f) modification, renovation, or construction at the Premises; or

(g) the Client's failure to provide maintenance of and repairs to the installed equipment in accordance with Article 14; or

(h) any other conditions affecting energy use at the Premises including but not limited to the replacement, addition or removal of energy and water consuming devices whether plug in or fixed assets,

(i) casualty or condemnation of the Premises or installed equipment, or

(j) changes in utility provider or utility rate classification, or

(k) any other conditions affecting energy or water use at the Premises, or

(l) permanent changes in the comfort and service parameters set forth in **Exhibit E (Standards of Comfort)**; or

(m) modifications, alterations or overrides of the energy management system Schedules or hours of operation, set back/start up or holiday schedules.

Section 16.02 Reported Material Changes; Notice by Client

The Client shall deliver to Navitas a written notice describing all actual or proposed Material Changes in the Premises or in the operations of the Premises at least thirty (30) days before any Material Change or as soon as is practicable after an emergency or other unplanned event. Notice to Navitas of Material Changes because of a bona fide emergency or other situation which precludes advance notification shall be deemed sufficient if given by the Client within

forty-eight (48) hours after having actual knowledge that the event constituting the Material Change occurred or was discovered by the Client to have occurred.

Section 16.03 Adjustments to Baseline

In the event of a Material Change, Navitas shall have the right, but not the obligation, to adjust the baseline energy consumption to account for the Material Change in the energy savings measures outlined in **Exhibit D (Verification and Guarantee of Savings)**. Any such adjustment shall be an accurate reflection of the changes to the baseline energy consumption caused by the Material Change, and shall be calculated using the same methods utilized in calculating the original baseline energy consumption and estimated energy cost savings.

ARTICLE XVII
OWNERSHIP OF CERTAIN PROPRIETARY RIGHTS; EXISTING EQUIPMENT

Section 17.01 Ownership of Certain Proprietary Property Rights

Client shall not, by virtue of this Contract, acquire any interest in any reports, formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Design & Engineering Documents or the installed equipment. Upon final payment of the Contract Sum, Navitas shall grant to Client a license to use Navitas' Design & Engineering Documents, and shall provide Client with as-built drawings of the Project.

Section 17.02 Ownership of Existing Equipment

Ownership of the equipment and materials presently existing at the Premises at the time of execution of this Contract shall remain the property of the Client even if it is replaced or its operation made unnecessary by work performed by Navitas pursuant to this Contract. All existing equipment and materials to be replaced at the Premises are more fully outlined in **Exhibit B (Scope of Work)**. Client shall be responsible for and designate, in writing, the location and storage for any replaced equipment and materials. Absent such designation, Navitas shall have sole discretion to determine the means and methods for disposal of all replaced equipment and materials.

ARTICLE XVIII
PROPERTY/CASUALTY/INSURANCE; INDEMNIFICATION

Section 18.01 Insurances

Navitas shall purchase and maintain insurance as outlined below. Navitas shall provide Client with evidence of said insurance upon request, and shall maintain coverage for the duration of this Agreement. Navitas shall require all of its subcontractors to provide evidence of insurance upon Client request.

The Commercial General Liability Insurance shall include premises-operations (including explosion, collapse and underground coverage), elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage. Client shall be named as an additional insured under the Commercial General Liability Insurance policy.

Navitas' Commercial General and Automobile Liability Insurance, as required by Subparagraphs 18.01.(a) and 18.1.(b), shall be written for not less than limits of liability as follows:

(a) Commercial General Liability
Combined Single Limit
$1,000,000 Each Occurrence

$2,865,330 General Aggregate
Other Than Products & Completed Operations

$2,865,330 Product & Completed Operations
Aggregate

(b) Commercial Automobile Liability Combined Single Limit
$1,000,000 Each Occurrence

Navitas shall maintain at all times during the performance of the Work and Services hereunder, Workman's Compensation Insurance in accordance with the laws of the State in which the Work is performed, and shall require any of its subcontractors to do the same unless the subcontractors' employees are covered by the insurance obtained by Navitas. In case any class of employees performing the Work and Services hereunder are not protected under Missouri's worker's compensation statutes, Navitas shall provide employer's liability insurance for the protection of their employees not otherwise protected. Navitas shall require any of its subcontractors to provide similar insurance coverage for all of the latter's employees unless such employees are covered by the protection afforded by Navitas.

Section 18.02 Indemnification

To the extent permitted by law, Navitas shall hold harmless and indemnify Client and its Board of Education, Board members, officers, agents and employees from claims, arising out of the negligence, or errors or omissions, of Navitas, its agents or employees, or those for whom Navitas is legally liable.

To the extent permitted by law, Client shall hold harmless and indemnify Navitas and its officers, agents and employees from claims, arising out of the negligence, errors or omissions of Client, its agents or employees, or those for whom Client is legally liable.

Section 18.03 Liabilities

Neither party shall be liable for any special, incidental, exemplary, indirect, or consequential damages, arising out of or in connection with this Contract. Further, the liability of either party under this Contract shall not exceed the amount of twice the Contract Sum in the aggregate.

Section 18.04 Waiver of Subrogation

If during the Construction Period the Client or Navitas insure properties, real or personal or both, at or adjacent to the premises by insurance, the insured party and the insured party's insurer shall and do, to the extent allowed by law and the insured party's insurance policy documents, waive all rights against the other party and its Subcontractors and Sub-subcontractors, including but not limited to any and all subrogation rights, for loss or damage to the extent covered by property or equipment insurance, except such rights as they may have to the proceeds of such insurance.

If after the Construction Period the Client or Navitas insures properties, real or personal or both, at or adjacent to the premises by insurance, the insured party and the insured party's insurer shall and do, to the extent allowed by law and the insured party's insurance policy documents, waive all rights against the other party and its Subcontractors and Sub-subcontractors, including but not limited to any and all subrogation rights, for loss or damage to the extent covered by property or equipment insurance, except such rights as they may have to the proceeds of such insurance.

ARTICLE XIX
EVENTS OF DEFAULT

Section 19.01 Events of Default by Client

Each of the following events or conditions shall constitute an "Event of Default" by Client:

(a) Any failure by Client to pay Navitas any earned, undisputed, and applied-for sum within thirty (30) days after written notification by Navitas that Client is delinquent in making payment and provided that Navitas is not in default in its performance under the terms of this Contract; or

(b) Any other material failure by Client to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after notice to Client demanding that such failures to perform be cured or if such cure cannot be effected in thirty (30) days, Client shall be deemed to have cured default upon the commencement of a cure within thirty (30) days and diligent subsequent completion thereof; or

(c) Any representation or warranty furnished by Client in this Contract that was false or misleading in any material respect when made; or

(d) Failure by Client to operate and maintain the installed equipment consistent with the Standards of Comfort described in Schedule N, unless such operation and maintenance of the installed equipment has been approved in writing by Navitas.

Section 19.02 Events of Default by Navitas

Each of the following events or conditions shall constitute an "Event of Default" by Navitas:

(a) Failure of Navitas to properly design, install, maintain, repair or adjust the installed equipment except that such failure, if corrected or cured within thirty (30) days after written notice by Client to Navitas demanding that such failure be cured, shall be deemed cured for purposed of this Contract; or

(b) Any representation or warranty furnished by Navitas in this Contract is false or misleading in any material respect when made; or

(c) Any failure by Navitas to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein except that such failure, if corrected or cured within thirty (30) days after written notice by the Client to Navitas demanding that such failure to perform be cured, shall be deemed cured for purposes of this Contract;

(d) Any lien or encumbrance, not discharged within thirty (30) days of written notice, upon the installed equipment by any subcontractor, laborer or materialman of Navitas not caused by the failure of Client to satisfy its obligations under this Agreement; or

(e) The filing of a bankruptcy petition whether by Navitas or its creditors against Navitas, if said proceeding is not dismissed within thirty (30) days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of Navitas.

(f) Failure by Navitas to pay any amount due the Client or perform any obligation under the terms of this Contract, including completing the Project within the time identified in the Project Schedule which will be periodically revised and updated throughout the Construction Period with the consent of both parties.

Section 19.03 Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance is due to natural disasters or any causes beyond the reasonable control of such party, including, without limitation: Acts of God, labor strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, loss or malfunctions of utilities, communications or computer (software or hardware) services, and/or delay or errors by equipment manufacturers. In event of such force majeure, the party affected thereby shall use reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder.

ARTICLE XX
REMEDIES UPON DEFAULT; DISPUTE RESOLUTION

Section 20.01 Remedies Upon Default

In the Event of Default, and subject to the dispute resolution procedures of Section 20.02, the parties shall be allowed any and all remedies at law or equity, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages, which shall include all costs and expenses reasonably incurred, including attorney's fees, subject to the limitations of Section 18.3.

Section 20.02 Dispute Resolution

In the event a dispute arises between Navitas and Client regarding the application or interpretation of any provision of the Contract Documents, the aggrieved party shall promptly notify the other party of the dispute, but in no event more than twenty (20) days after such dispute arises. If the parties fail to resolve the dispute within twenty (20) days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees and the parties shall share equally in the cost of the mediator. In the event the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party.

ARTICLE XXI
ASSIGNMENT

Navitas acknowledges that Client is induced to enter into this Contract by, among other things, the professional qualifications of Navitas. Navitas agrees that neither this Contract nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior

written approval of the Client, which may be withheld in Client's sole discretion, except to a successor through merger, acquisition, or corporate reorganization.

Section 21.01 Assignment by Navitas

Navitas may, with prior written notice and written approval of the Client, which consent shall be in Client's sole discretion, assign its duties and performance under this Contract.

Section 21.02 Assignment by Client

Client may, with prior written notice and written approval of Navitas, transfer or assign this Contract and its rights and obligations herein to a successor or purchaser of the Premises or an interest therein. The Client shall remain jointly and severally liable with its assignees or transferees to Navitas for all of its obligations under this Contract.

ARTICLE XXII
REPRESENTATIONS AND WARRANTIES

Each party warrants and represents to the other that:

(a) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;

(b) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

(c) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or

(d) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

ARTICLE XXIII
ADDITIONAL REPRESENTATIONS OF THE PARTIES

To the extent permitted by law, Client hereby warrants, represents, and promises that it has provided or shall provide timely to Navitas, all records relating to energy usage and energy-related maintenance of Premises requested by Navitas and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be true and accurate in all material respects; and

Navitas hereby warrants, represents, and promises that before commencing performance of this Contract that: it shall have become licensed or otherwise permitted to do business in the State and local jurisdictions as required; it shall have provided proof and documentation of required insurance and bonds pursuant to this Contract; and it shall use qualified subcontractors who are licensed and bonded in this state to perform the work so subcontracted pursuant to the terms hereof.

ARTICLE XXIV
MISCELLANEOUS

Section 24.01 Further Documents

To the extent permitted by law, the parties shall sign and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

Section 24.02 Inspection of Premises

Client agrees that Navitas shall, to the best of its abilities, have the right once a month, with prior notice, to inspect Premises to determine if Client is complying, and shall have complied with its obligations as set forth in the Contract Documents. Client shall make the Premises available to Navitas for and during each monthly inspection, and shall have the right to witness each inspection. Client may conduct its own inspection at the same time. Navitas agrees to not interfere with Client operations during any monthly inspection.

ARTICLE XXV
CONFLICTS OF INTEREST

Section 25.01 Conflicts of Interest

Conflicts of interest relating to this Contract are strictly prohibited. Except as otherwise expressly provided herein, neither party hereto nor any director, employee or agent of any party hereto shall give to or receive from any director, employee or agent of any other party hereto any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Contract. Likewise, neither party hereto nor any director, employee or agent of either party hereto, shall without prior notification thereof to the other party enter into any business relationship with any director, employee or agent of the other party or of any affiliate of the other party, unless such person is acting for and on behalf of the other party or any such affiliate. A party shall promptly notify the other party of any violation of this section and any consideration received as a result of such violation shall be paid over or credited to the party against whom it was charged. To the extent permitted by law, upon reasonable notice and during regular business hours, any representative of any party, authorized by that party, may audit the records of the other party related to the prohibitions contained in this section of this Contract, including the expense records of the party's employees involved in this Contract, for the sole purpose of determining whether there has been compliance with this section. Any such audit shall be at the auditing party's sole expense, which shall include the non-auditing party's administrative or clerical expenses associated with the audit.

ARTICLE XXVI
COMPLETE CONTRACT

The Contract Documents, as enumerated in Article 1, shall constitute the entire Contract between both parties and this Contract may not be amended, modified, or terminated except by a written Contract signed by the parties. The parties reserve the right to amend the Contract Documents in the future to include additional ECMs or to add to the Scope of Work. Any such amendment shall incorporate the general terms of the Contract Documents, but shall modify the same as necessary to account for the additional ECMs or changes to the Scope of Work.

ARTICLE XXVII
APPLICABLE LAW, JURISDICTION, AND VENUE

This Contract and the construction and enforceability thereof shall be interpreted under the laws of the state where the Premises are located. The parties agree that the venue for any litigation arising out of this Contract shall be in a court of proper jurisdiction in Nebraska.

ARTICLE XXVIII
NOTICE

Any notice or other communication required or permitted hereunder shall be deemed sufficient if given in writing and shall be deemed properly served if (a) delivered personally; (b) sent by registered or certified mail, return receipt requested, postage prepaid; (c) delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, or (d) sent by electronic mail, to the receiving party at the following address:

IF TO NAVITAS: Navitas, LLC
Attention: Koby Kampschroeder, Director of Business Development
25501 West Valley Parkway, Suite 200
Olathe, KS 66061
Phone: 913-344-0030
E-mail: kkampschroeder@navitas.us.com

If TO CLIENT: CLIENT BUSINESS NAME
CLIENT CONTACT PERSON
ADDRESS
CITY, STATE, ZIP
Phone:
E-mail:

The parties shall utilize the mailing and electronic mailing addresses set forth above unless and until either party provides written notice to the other party of alternative contact information specifically for the purpose of com with this Article.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Contract by their duly authorized representatives on the date first above written.

CLIENT NAME
(Client)

Name	Title	Date

NAVITAS, LLC

Name	Title	Date

(SAMPLE) Investment Grade Audit Agreement

This agreement ("Agreement") for an Investment Grade Audit is made and entered into as of February _____, 2020 between Navitas, LLC with its business office located at 25501 West Valley Parkway, Olathe, KS 66061 ("Navitas") and the City of Fremont, with its business office located at 400 E Military Ave, Fremont NE 68025 ("Owner"). The Owner and Navitas may be referred to herein individually as a "Party" and collectively as the "Parties".

Whereas, Navitas is a company with experience and technical and management capabilities to provide for the discovery, auditing, design, engineering, procurement, installation, financing, maintenance, and monitoring of energy and water savings measures; and

Whereas, on November 14, 2019, Owner issued a Request for Proposal for a Guaranteed Energy Saving Performance Contract; and

Whereas, on (Insert Date Here), 2020 the City of Fremont approved Navitas to partner with and assist Owner in developing and implementing a Guaranteed Energy Savings Performance Contract. The City of Fremont approved Navitas to proceed with an Investment Grade Audit; and

Whereas, Owner enters into this Agreement to determine the feasibility of energy and operation cost reduction initiatives and other related facility infrastructure improvements, as well as other professional services as may be agreed upon, and ultimately plans to implement an energy savings performance contract within 60 days of receipt of the Proposal for a Guaranteed Energy Savings Performance Contract;

Whereas, a product of this Agreement shall be an Investment Grade Audit Report and project proposal ("Project Proposal") for project implementation in which Owner may enter into a separate Guaranteed Energy Savings Performance Contract with Navitas; and

Now therefore, the Parties agree as follows:

1. Facilities

Owner's facilities under this Agreement are included in Exhibit A attached hereto (the "Facilities").

2. Investment Grade Audit Scope of Work

Navitas agrees to perform an investment grade Investment Grade Audit ("IGA") in accordance with the scope of work described herein. The IGA by Navitas will be an interactive approach in working with the Owner which will include a preliminary assessment of needs and opportunities, followed by further detailed analysis and preparation of a proposal for a guaranteed energy savings performance contract.

2.1. Data and Background Information Collection

2.1.1. Navitas will obtain energy and water use information from Owner or Owner's suppliers that includes at least the most recent 36 months of historical cost and use

information for electricity, natural gas, water and other energy fuels consumed at Owner's Facilities.

2.1.2. Owner will provide Navitas with information concerning facility operation and energy use including, but not limited to the following:

2.1.2.1. Construction date of building and major additions

2.1.2.2. Occupancy and scheduled usage information

2.1.2.3. Description of future plans regarding building modifications or planned equipment modifications or replacements

2.1.2.4. Access to building drawings, as available, that may include mechanical, plumbing, electrical, temperature controls, structural, architectural, modifications, and remodels

2.1.2.5. Existing heating, ventilating, and air conditioning (HVAC) equipment data such as OEM submittals, nameplate, model information or other factory data or specifications

2.1.2.6. Records of maintenance expenditures on energy consuming equipment, systems or building envelope including any service contracts in effect

2.1.2.7. Description of energy management procedures utilized, and methods used for scheduling Facilities

2.1.3. Owner agrees to furnish Navitas accurate and complete data and information it has available. Where information is not available from Owner, Navitas will make a diligent effort to collect such information through facility inspections and staff interviews. Navitas agrees to work diligently to assess validity of information provided by Owner to confirm or correct as needed.

2.1.4. Owner will arrange for Navitas to have remote access, through the user or operator interface software, to access existing building temperature control systems that are computerized for the purpose of evaluating existing programming, sequence of operations, schedules, set-points, overrides, etc.

2.2. Facilities Survey to Identify Potential Measures

2.2.1. Navitas will interview facility management and maintenance staff, or others as the Parties agree upon, regarding facility operation including:

2.2.1.1. energy management procedures

2.2.1.2. equipment maintenance problems

2.2.1.3. comfort problems and standard requirements

2.2.1.4. equipment reliability

2.2.1.5. occupancy and use schedules

2.2.1.6. past and planned facility alterations

2.2.2. Navitas will inspect and prepare documents quantifying major energy consuming equipment or systems, including:

2.2.2.1. Lighting (indoor and outdoor)

2.2.2.2. Heating, ventilating, and cooling systems and related distribution and equipment

2.2.2.3. Temperature control systems and equipment

2.2.2.4. Domestic hot water systems

2.2.2.5. Special systems such as kitchen, swimming pools, laundry, etc.
2.2.2.6. Building envelope such as roofs, doors, windows, and insulation
2.2.2.7. Water consuming systems including restroom fixtures, irrigation systems, etc.
2.2.2.8. Other energy consuming systems

2.2.3. Navitas may install data-logging equipment, as Navitas determines appropriate, with consent of Owner, for the purpose of determining operating conditions such as lighting "on-off" patterns, space temperatures, equipment run-hours, etc. In addition, Navitas will interview staff and review equipment operating logs kept by Owner to determine past operating and scheduling practices. Owner will allow Navitas reasonable access to Facilities during both occupied and unoccupied hours.

2.2.4. Navitas will develop a list of potential energy and water savings measures or other facility improvements based on consideration of comfort and maintenance problems, energy use and efficiency, hours of operation, remaining useful life, adequacy of purpose given current or future needs, and feasibility of system replacement. Navitas will identify measures which appear likely to be cost effective and thereby warrant detailed analysis. For each measure, Navitas will prepare estimates of energy, water, and maintenance cost savings including a description of savings analysis methodology and assumptions used to estimate savings. Future capital cost avoidance may also be considered. Navitas will review this list with Owner at a workshop to determine priority for detailed analysis.

2.3. Establish Base Year Consumption

2.3.1. Navitas will enter energy use information in its proprietary energy analysis software tool for the purposes of creating individual use reports, graphs and charts for each facility, comparing year-over-year analysis reports, benchmarking of comparable use facilities, and an overall summary of historical energy and water use on a monthly basis. Navitas will establish a base year energy consumption and cost. Navitas will reconcile end-use estimated consumption with the annual base year consumption to establish reasonable limits on potential savings.

2.4. Energy Conservation Measure Analysis

2.4.1. Navitas will identify Energy Conservation Measures ("ECM") and for each ECM will develop cost estimates for installation including all design fees, permits, bonding, commissioning, equipment, and labor costs for turn-key construction of a fully functional system.

2.4.2. Navitas will utilize ASHRAE, IES, DOE, or other recognized authority standards to develop savings methodology and engineering principles identified in the ECM description and calculations.

2.4.3. Navitas will develop a preliminary measurement and verification plan for each ECM.

2.4.4. As it deems necessary, Navitas will prepare conceptual sketches or drawings to depict complete system replacements.

2.5. Project Proposal

2.5.1. In anticipation of Navitas and Owner entering into a Guaranteed Energy Savings Performance Contract to design, install and monitor the energy and water savings measures recommended, Navitas will prepare a Project Proposal of terms to be

incorporated in an energy performance contract to include ECM savings analysis, turnkey implementation cost, measurement and verification of savings method and plan, implementation schedule, and impact to Owner's future maintenance and operation.

2.5.2. Coincident with the completion of the IGA work and Owner's notification that it has accepted all, or some portions, of Navitas' Project Proposal, Navitas will prepare and submit to Owner a Guaranteed Energy Savings Performance Contract detailing the terms and conditions related to implementation of the Project Proposal.

2.5.3. ECMs or facility improvement measures recommended and included in the Project Proposal will meet all current codes and any other applicable requirements of federal, state, and local government. Navitas will not be expected to resolve any existing code violations but shall report to Owner if any such violations are found.

3. Engineering Services

3.1. Navitas will provide engineering design services for Owner agreed upon selected HVAC replacement and other approved scopes. Navitas will prepare design drawings for review at a design workshop with Owner and will be sufficient to procure equipment quotes and competitively bid out scopes of work. Navitas and Owner will hold periodic review workshops to communicate and come to agreement on design decisions.

3.2. Additional engineering design services that are needed for final design, permitting, or other agreed upon changes to the design will be incorporated into the construction phase of the project.

4. Guaranteed Energy Savings Performance Contract Proposal

4.1. Upon Owner's approval of the construction design bidding documents, Navitas shall competitively bid out scopes of work, including equipment and sub-contractors so that a final guaranteed cost estimate can be prepared.

4.2. Based on the energy engineering work outlined above in the Investment Grade Audit, Navitas will prepare guaranteed energy savings for the agreed upon scope of work.

4.3. Navitas will prepare a formal proposal for project implementation. The proposal for implementation will be a guaranteed savings energy performance contract including, but not limited to:

4.3.1. Final program costs

4.3.2. Identified vendors and contractors

4.3.3. Guaranteed savings

4.3.4. Implementation schedule

5. Performance Period

5.1. Navitas' receipt of an executed copy of this Agreement shall be evidence of Owner's agreement to the terms and conditions of the IGA and its authorization of and notification to Navitas to proceed with the IGA. Navitas will thereafter promptly initiate the IGA work.

5.2. Within ten (10) days of executing this Agreement, Navitas and Owner will meet for a kick-off meeting to define the audit schedule of the IGA for the Facilities.

5.3. Navitas agrees to complete the IGA for all Facilities and present to the Owner the Project Proposal within 150 calendar days from the execution of this Agreement. Navitas and Owner may mutually agree to extend all associated deadlines for this Agreement in the event the Owner wishes to expand the scope of work to a degree sufficient enough to warrant an extension, (e.g. a major capital infrastructure project is added to the scope of work/project).

6. Compensation

6.1. The IGA fee ("IGA Fee"), for services provided by Navitas under this Agreement is $25,000.

6.2. If Owner and Navitas enter a Guaranteed Energy Savings Performance Contract, Owner will not be billed the IGA Fee due under this Agreement as the total cost for the Guaranteed Energy Savings Performance Contract shall be all inclusive and include the IGA Fee.

6.3. Owner hereby agrees that if it does not execute a Guaranteed Energy Savings Performance Contract with Navitas within ninety (90) days of submission of the Project Proposal, Owner shall compensate Navitas for the IGA Fee for all Facilities identified in Exhibit A that are included as part of the Project. The IGA Fee shall be fully earned, due and payable by Owner to Navitas no later than one hundred-twenty (120) days after the date Navitas submits the Project Proposal to Owner and the Agreement will terminate without further liability to either Party.

6.4. Should Owner, during the IGA, terminate this Agreement by written notice to Navitas, Owner shall pay Navitas all proportional IGA Fee amounts earned up to the date of termination. Navitas will be entitled to no other payments in case of termination and the Agreement will terminate without any further liability to either Party.

7. Indemnity

Navitas agrees to indemnify Owner, their officers, agents, directors, and employees from third party claims, demands, suits for bodily injury, including death, or tangible property damage resulting from and to the extent of Navitas' intentional misconduct or negligent acts. Owner expressly agrees Navitas shall be responsible only for such injury or damaged caused by the intentional misconduct or negligent act or omission of Navitas' employees or agents and Navitas shall not be responsible for any injury or damage caused by Owner or any third-party.

8. Liability

In no event shall Navitas be liable for any special, consequential, incidental, or indirect damages including, without limitation, loss of profits, loss or use of the Facilities or other property, or business interruption, howsoever caused, in connection with this Agreement.

9. Insurance

9.1. Prior to commencing work under this Agreement, Navitas shall provide to Owner a certificate of insurance confirming Navitas' insurance coverage. Navitas shall maintain such insurance in full force and effect at all times until the IGA has been completed.

9.2. Navitas shall maintain Comprehensive General Liability Insurance written on an "occurrence" basis. Such insurance shall bear a combined single limit per occurrence of $500,000 and annual aggregate of not less than $1,000,000 exclusive of defense costs. Such insurance will name Owner as an additional insured only with respect to Navitas' negligent acts or omissions and shall contain standard cross-liability or severability of interest provisions.

9.3. Navitas shall maintain Comprehensive Automobile Liability Insurance written on an "occurrence" basis. Such insurance shall bear a combined single limit per occurrence of $500,000 and annual aggregate of not less than $1,000,000 exclusive of defense costs.

9.4. Worker's Compensation insurance in accordance with State statutes and limits.

9.5. Owner preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in Nebraska statute. Any insurance purchased by Navitas hereto is not intended to act as a waiver, nor is it a waiver of any defense available to the Owner and its employees by statute or at common law.

10. Applicable Law

10.1. Navitas shall comply with all applicable federal, state, and local statutes, regulations, ordinances or other legal requirements that apply to the scope of work under this Agreement.

10.2. This Agreement shall be governed by and construed in accordance with the laws of Nebraska.

11. Dispute Resolution

The Parties will attempt in good faith to resolve any controversy or claim arising of, or relating to this Agreement, or breach thereof (collectively referred to as "Dispute") promptly by negotiation between representatives of the Parties who have authority to settle the Dispute. If a Dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the

Dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution technique. Disputes which remain unresolved will be subject to litigation exclusively in the State of Kansas.

12. Miscellaneous Provisions

12.1. Any failure of either Party to require strict performance by the other Party, or any waiver by one Party of any requirement under this Agreement, shall not be deemed to be consent to, or a waiver of, any continuing or subsequent failure or breach.

12.2. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, no other provision shall be affected thereby, and the remainder of this Agreement shall be interpreted as if it did not contain such unenforceable provision.

12.3. This Agreement and exhibits and attachments hereto, if any, shall (a) constitute the entire agreement between the Parties relating to the subject matter hereof, (b) supersede all previous agreements, discussions, communications and correspondences with respect to the subject matter hereof and (c) only be amended, supplemented or modified by a written instrument executed by both Parties.

12.4. Navitas as author of the Agreement will be subject to the rule of construction that any ambiguities be resolved against Navitas.

12.5. If, in Navitas sole judgment, the energy savings opportunity is insufficient to warrant development of an energy performance contract, Navitas may terminate this Agreement without further obligation from the Owner. In such circumstance, Owner will have no obligation to pay Navitas the compensation identified in Section 4.1.

12.6. Navitas and Owner represent and warrant to each other that (a) the execution, delivery and performance of this Agreement have been duly authorized and approved by all necessary organizational action on the part of such Party, (b) the signatories hereto have been duly authorized by all necessary organizational action of such Party to sign and deliver this Agreement and (c) upon execution of this Agreement will constitute a legal, valid and binding obligations of such Parties.

12.7. Prior to commencement of the work, Navitas shall provide to Owner a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Navitas shall also provide Owner a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

12.8. Prior to commencement of the work, Navitas shall notify Owner if Navitas' owner has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of the felony. Owner may terminate this Agreement if it determines Navitas failed to give the required notice or misrepresented the conduct resulting in the conviction.

12.9. The relationship of Owner and Navitas is one of owner and independent contractor and not master and servant or joint venturers. Except as specifically provided herein, Navitas does not have the authority to act for and on behalf of Owner.

12.10. Navitas will provide the Owner with clear criminal record and child abuse checks prior to the presence of any Navitas employee on the Owner's premises prior to initiation of audit work.

In Witness Whereof, the Parties hereto have caused this Agreement to be executed in one or more counterparts and by the hands of their proper officers duly authorized in that behalf as of the day and year first above written.

Owner

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

Navitas

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

Exhibit A
Investment Grade Audit Agreement
Facilities

The following Facilities are included under the Investment Grade Audit Agreement Scope of Work entered between Navitas, LLC and the City of Fremont.

Building	Address	Square Feet
City Administration Building	400 E. Military Ave, Fremont NE 68025	23,100
Christensen – Main Arena	1730 W. 16th Street, Fremont NE 68025	22,213
Senior Center	1730 W. 16th Street, Fremont NE 68025	12,861

RESOLUTION NO. 2020-031

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding ESCO Contract to Navitas, LLC.

WHEREAS, proposals were received from qualified ESCO firms, and those proposals were reviewed and scored by staff,

WHEREAS, the Utility and Infrastructure Board voted 4-0 at the January 28, 2020 UIB meeting and recommends that the contract for ESCO Services be awarded to Navitas, LLC,

NOW, THEREFORE BE IT RESOLVED That the Mayor and City Council accept the recommendation of the Utility and Infrastructure Board and approve the award for City of Fremont ESCO Services to Navitas, LLC.

PASSED AND APPROVED THIS 11th DAY OF FEBRUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and Fremont City Council

FROM: Alan Kaspar, Director of Electrical Engineering

Troy Schaben, Assistant City Administrator Utilities

DATE: February 11, 2020

SUBJECT: Engineering Design Services for Substation H

Recommendation: Approve Resolution 2020-032 awarding contract for engineering design services for Substation H to HDR Engineering, Inc.

Background:

After coordination with WholeStone Farms and their engineer, staff has determined that the additional electrical demand created by WholeStone's planned facility upgrades and additions will exceed the available capacity on the distribution system and substation in the area. To serve the increase in demand a new substation will need to be constructed, Substation H.

Bids were solicited and received for Engineering Design Services for Substation H. Two bids were received with one no-bid submission:

Bidder	HDR Engineering, Inc.	Olsson Associates, Inc.	P&E Engineering Co.
Proposal Price	$273,996.00	$401,000.00	No Bid

Staff finds HDR Engineering, Inc. to be the lowest responsible bidder and recommends award of the contract.

The Utility & Infrastructure Board approved this recommendation with a 4-0 vote at their meeting on January 28, 2020.

Fiscal Impact:

Staff has provided WholeStone Farms with a Reimbursement and Indemnification Agreement for their review and execution. The agreement dictates that WholeStone Farms will be responsible for reimbursing the City for design contract fees. In that regard, there would be no impact to the budget.

This design contract with HDR will not be executed until said Reimbursement and Indemnification Agreement has been executed. A Staff Report and Resolution including the reimbursement agreement has been provided to the Fremont City Council for review and action within the same agenda packet as this report.

RESOLUTION NO. 2020-032

A Resolution of the City Council of the City of Fremont, Nebraska, accepting the proposal and awarding the contract to HDR Engineering, Inc. for engineering design services for Substation H in the amount of $273,996.00

WHEREAS, the City of Fremont sought and received proposals for engineering design services for Substation H; and,

WHEREAS, The Utility & Infrastructure Board approved this recommendation with a 4-0 vote at their meeting on January 28, 2020.

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council of the City of Fremont accept the proposal and award the contract to HDR Engineering, Inc. for engineering design services for Substation H in the amount of $273,996.00

PASSED AND APPROVED THIS 11th DAY OF FEBRUARY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and Fremont City Council

FROM: Alan Kaspar, Director of Electrical Engineering

Troy Schaben, Assistant City Administrator Utilities

DATE: February 11, 2020

SUBJECT: Reimbursement and Indemnification Agreement with WholeStone Farms for Engineering Design Services for Substation H

Recommendation: Approve Resolution 2020-033 authorizing Mayor to sign Reimbursement and Indemnification Agreement with WholeStone Farms for Engineering Design Services for Substation H

Background:

After coordination with WholeStone Farms and their engineer, staff has determined that the additional electrical demand created by WholeStone's planned facility upgrades and additions will exceed the available capacity on the distribution system and substation in the area. To serve the increase in demand a new substation will need to be constructed, Substation H.

Bids were solicited and received for Engineering Design Services for Substation H. HDR Engineering, Inc. was found to be the lowest responsible bidder and recommendation of award of the contract has been provided to the Fremont City Council under a separate Staff Report and Resolution within the same agenda packet as this report.

Staff has provided WholeStone Farms with a Reimbursement and Indemnification Agreement for their review and execution. The agreement dictates that WholeStone Farms will be responsible for reimbursing the City for fees incurred for Engineering Design Services for Substation H from HDR Engineering, Inc.

Note that the reimbursement value of this agreement, $301,395.00, includes a 10% contingency for possible change orders that could occur during the project. HDR Engineering's proposed base fee is $273,996.00

The Utility & Infrastructure Board approved this recommendation with a 4-0 vote at their meeting on January 28, 2020.

Fiscal Impact:

There would be no impact to the budget as the agreement dictates reimbursement for fees associated with the design contract.

RESOLUTION NO. 2020-033

A Resolution of the City Council of the City of Fremont, Nebraska, to authorize the execution of Reimbursement and Indemnification Agreement with WholeStone Farms Inc. in the amount of $301,395.00

WHEREAS, staff has reviewed the Reimbursement and Indemnification Agreement and found it to be acceptable; and,

WHEREAS, WholeStone Farms Inc. has reviewed and approved said agreement; and,

WHEREAS, The Utility & Infrastructure Board approved this recommendation with a 4-0 vote at their meeting on January 28, 2020.

NOW, THEREFORE BE IT RESOLVED, Scott Getzschman, Mayor of the City of Fremont, Nebraska is hereby authorized to sign the attached Reimbursement and Indemnification Agreement with WholeStone Farms Inc. in the amount of $301,395.00

PASSED AND APPROVED THIS 11th DAY OF FEBRUARY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Fremont City Council

FROM: Molly J. Miller, Legal

DATE: February 11, 2020

SUBJECT: Workers Compensation Settlement Agreement

Recommendation: Approve and Authorize the Execution of the Settlement Agreement, Claim Release and Release of Liability between the City of Fremont and Juan Nevarez.

Background: This is a resolution and settlement to a workers compensation claim for an injury to an employee of the City of Fremont. The individual has reached a conclusion to his medical care and treatment and based upon the injury and medical opinions the matter has resolved pursuant to the attached settlement agreement.

Fiscal Impact: $7,500.00

SETTLEMENT AGREEMENT, CLAIM RELEASE AND RELEASE OF LIABILITY

COME NOW the City of Fremont, Nebraska ("Fremont"), TriStar Risk Management ("TriStar Risk") and Juan Nevarez ("Nevarez"), by and through their respective attorneys of record, and hereby enter into a full and final lump sum settlement in conjunction with Nevarez's alleged work-related accident and injuries of January 19, 2018. In support of such full and final lump sum settlement, and the parties' Settlement Agreement, Claim Release and Release of Liability ("Agreement and Release") in conjunction therewith, Fremont, TriStar Risk and Nevarez hereby jointly state and agree, as follows:

1. **FREMONT.** Fremont is a municipal corporation, in good standing, at all times relevant hereto, authorized to conduct, and in fact conducting, business within the State of Nebraska ("Nebraska"), and organized under Nebraska law. As of the date herein, Fremont continues to conduct business and operate as a municipality within Nebraska.

2. **TRISTAR RISK.** TriStar Risk is a corporation, in good standing, at all times relevant hereto, authorized to conduct, and in fact conducting, business within the State of Nebraska; authorized to administer workers' compensation claims, and in fact administering workers' compensation claims, within the State of Nebraska; and, at all times relevant hereto, serving as the workers' compensation claims administrator for Fremont. As of the date herein, TriStar Risk continues to conduct business within the State of Nebraska, continues to administer workers' compensation claims within the State of Nebraska, and continues to serve as the workers' compensation claims administrator for Fremont.

3. **NEVAREZ.** At all times relevant hereto, Nevarez was an individual resident and domiciliary of Fremont, Nebraska. As of the date herein, Nevarez continues to reside in Fremont, Nebraska.

4. **NEVAREZ'S EMPLOYMENT.** On or about January 19, 2018, and for certain periods of time preceding and following the aforementioned dates, Nevarez was

employed as a "Power Plant Operator I" with Fremont in Fremont, Dodge County, Nebraska.

5. **NEVAREZ'S ALLEGED WORK-RELATED INJURY.** Nevarez alleges that on or about January 19, 2018, Nevarez sustained injuries, arising out of, and in the course and scope of, Nevarez's employment with Fremont. Nevarez alleges that he is entitled to indemnity, medical and/or other workers' compensation benefits in conjunction with the same.

6. **FREMONT'S AND TRISTAR RISK'S POSITION ON NEVAREZ'S ALLEGED WORK-RELATED INJURY.** Fremont and TriStar Risk deny that Nevarez was involved in any accident, or sustained any injury, arising out of, and in the course and scope of, Nevarez's employment with Fremont on or about January 19, 2018, or at any other time. Fremont and TriStar Risk further deny that Nevarez is injured to the extent that Nevarez alleges, and deny that Nevarez is entitled to any further temporary indemnity, permanent indemnity, medical, psychological, vocational rehabilitation, penalties, interest, attorney fees and/or other workers' compensation benefits whatsoever in conjunction with Nevarez's alleged work-related accident and injury.

7. **SETTLEMENT TERMS.** Fremont, TriStar Risk and Nevarez have agreed to settle Nevarez's disputed workers' compensation claim against Fremont and TriStar Risk, in order to avoid the time, expense and uncertainty of future litigation, for the following consideration:

   Fremont, TriStar Risk and Nevarez have agreed to settle Nevarez's disputed workers' compensation claim against Fremont and TriStar Risk for the full and final, lump sum of Seven Thousand Five Hundred Dollars and No Cents ($7,500.00). Nevarez is 30 years old with a life expectancy under IRS Publication 590-B of 53.3 years.

8. **RELEASE OF CLAIMS.** Fremont, TriStar Risk and Nevarez desire that Fremont's and TriStar Risk's payment of the full and final, lump sum of Seven Thousand Five Hundred Dollars and No Cents ($7,500.00) to Nevarez shall fully, finally and completely settle, adjust, release and satisfy any and all claims and/or demands whatsoever for compensation, disability, indemnity, vocational rehabilitation, medical, hospital, surgical, physical therapy, psychological, drug, and/or other benefits and/or expenses whatsoever, resulting or to result, from personal injuries, now known or unknown, arising or to arise, under the Nebraska Workers' Compensation Act ("Act") in conjunction with Nevarez's alleged January 19, 2018, work-related accident and injuries. Fremont and TriStar Risk shall issue such payment to Nevarez within thirty (30) calendar days of the full execution and notarization of this Agreement and Release to the Court.

9. **MEDICARE'S INTERESTS.** Nevarez's date of birth is June 16, 1989, and Nevarez is now thirty (30) calendar years old. Nevarez is not eligible for Medicare, is not a current Medicare beneficiary, has not applied for social security and/or social security disability benefits, and does not have a reasonable expectation of becoming eligible for Medicare within thirty (30) calendar months following the date that the full and final lump sum settlement, claim release and release of liability contemplated herein are made, executed and entered into. Fremont, TriStar Risk and Nevarez, along with their respective legal counsel, have thoroughly reviewed the circumstances surrounding Nevarez's alleged work-related accident and injuries of January 19, 2018, as well as the full and final, lump sum settlement, claim release and release of liability contemplated herein. After the performance of all due diligence, after taking Medicare's interest into full and complete consideration, and based upon all information currently available, Fremont, TriStar Risk and Nevarez, along with Fremont's, TriStar Risk's and Nevarez's legal counsel, have determined that no Medicare Set-Aside is necessary in conjunction with the full and final lump sum settlement, claim release and release of liability contemplated herein, and/or Nevarez's alleged work-related accident and injuries of January 19, 2018.

10. **MEDICAL EXPENSES.** As a result of Nevarez's alleged January 19, 2019, work-related accidents and injuries, Nevarez incurred certain medical, surgical, hospital, physical therapy, psychological, drug and/or other expenses. Fremont, TriStar Risk and Nevarez assert that no such medical, surgical, hospital, physical therapy, drug and/or other expenses have been paid by Medicaid, and/or reimbursed to Medicaid by Fremont and/or TriStar Risk as part of the full and final, lump sum settlement, claim release and release of liability contemplated herein. Fremont, TriStar Risk and Nevarez further assert that no such medical, surgical, hospital, physical therapy, psychological, drug and/or other expenses shall remain unpaid after the full and final, lump sum settlement, claim release and release of liability contemplated herein are made, executed and entered into.

11. **SOUND MIND.** Nevarez is of sound mind, memory and mental faculty, and enters into the full and final, lump sum settlement, claim release and release of liability contemplated herein free of any duress and/or coercion of any other parties and/or persons, free of the influence of any medications, drugs, alcohol and/or other substance that would affect Nevarez's ability to think clearly, logically and rationally, fully knowledgeable as to Nevarez's own alleged January 19, 2018, work-related accident and injuries, and without relying upon the representations, if any, made to Nevarez by Fremont, and/or TriStar Risk, or any parent entity, subsidiary entity, director, supervisor, officer, employee, agent, attorney, adjuster, underwriter, successor, heir, executor, administrator, assign and/or other representative of Fremont and/or TriStar Risk.

12. **LEGAL FEES AND EXPENSES.** Fremont, TriStar Risk and Nevarez shall each pay their own respective legal costs and/or expenses incurred in conjunction with any and all matters and/or disputes, related in anyway whatsoever, to this Agreement and Release, the full and final, lump sum settlement, claim release and release of liability contemplated herein, Nevarez's alleged January 19, 2018 work-related accident and injury, and/or any and all fees, costs and/or expenses whatsoever incurred in conjunction therewith.

13. **GOVERNING LAW.** This Agreement and Release shall be governed under, and construed in accordance with, the laws of the State of Nebraska. Nebraska law governs any and all questions relating to the validity, interpretation, performance and/or enforcement of this Agreement. Fremont, TriStar Risk and Nevarez, along with their respective parent entities, subsidiary entities, directors, supervisors, officers, employees, agents, attorneys, adjusters, underwriters, successors, heirs, executors, administrators, assigns and/or other representatives, are all subject to personal jurisdiction in the County, State and Federal courts of Nebraska, and venue is appropriate within the same.

14. **COUNTERPARTS.** This Agreement and Release shall be executed in any number of counterparts, each of which shall be deemed an original, and together shall constitute one (1) single, binding, legal document and/or instrument.

15. **REPRESENTATIONS.** Fremont, TriStar Risk and Nevarez agree and assert that no other party, nor their parent entities, subsidiary entities, directors, supervisors, officers, employees, agents, attorneys, adjusters, underwriters, successors, heirs, executors, administrators, assigns and/or other representatives, have made any representations whatsoever to Fremont, TriStar Risk and/or Nevarez concerning the terms and effects of this Agreement and Release, other than as expressly contained herein.

16. **ENTIRE AGREEMENT.** This Agreement and Release constitutes the entire agreement and understanding among and between Fremont, TriStar Risk and Nevarez, and is the full and final expression of the full and final agreement reached between Fremont, TriStar Risk and Nevarez. No evidence of oral and/or other written promises shall be binding upon Fremont, TriStar Risk and/or Nevarez. All other prior agreements and/or understandings related to the subject hereof among and between Fremont, TriStar Risk and Nevarez, whether written or oral, shall be null and void, and shall have no further force and/or affect whatsoever upon the execution of this Agreement and Release. Fremont, TriStar Risk and Nevarez

agree and assert that this Agreement and Release sets forth any and all terms, provisions, conditions, covenants and restrictions governing any and all matters contemplated herein, constitutes a valid, binding and fully-integrated contract, and shall be interpreted solely by the "four corners" of this written document.

17. **COOPERATION.** Fremont, TriStar Risk and Nevarez agree to take whatever steps necessary, and/or to execute whatever documents and/or instruments necessary, to fully complete, effectuate and/or consummate the terms of this Agreement and Release, and/or the intent of this Agreement and Release concerning the full and final lump sum settlement, claim release and release of liability contemplated herein

18. **ADEQUATE CONSIDERATION.** Fremont, TriStar Risk and Nevarez acknowledge and agree that Fremont's and TriStar Risk's payment of the lump sum set forth above, as well as Nevarez's releasing Fremont and TriStar Risk from any and all liability whatsoever in conjunction with Nevarez's alleged January 19, 2018, work-related accident.

19. **SEVERABILITY.** Fremont, TriStar Risk and Nevarez acknowledge and agree that the terms, provisions, conditions, covenants and restrictions set forth in this Agreement are fair, conscionable, reasonable and enforceable. If, however, after the date of the execution of this Agreement, any term, provision, condition, covenant and/or restriction of this Agreement is held and/or found to be illegal, invalid and/or unenforceable, such illegal, invalid and/or unenforceable term, provision, condition, covenant and/or restriction shall be fully severable, and Fremont, TriStar Risk and Nevarez shall jointly add a term, provision, condition, covenant and/or restriction similar in terms to such illegal, invalid and/or unenforceable term, provision, condition, covenant and/or restriction as may be legal, valid and/or enforceable. Fremont, TriStar Risk and Nevarez further agree that any rule of law requiring ambiguities to be construed against the drafter hereof shall be null and void when interpreting any term, provision, condition, covenant and/or restriction herein.

20. **MODIFICATION.** This Agreement and Release may not be supplemented, amended, modified and/or otherwise altered except by written instrument executed by Fremont, TriStar Risk and Nevarez, and no course of dealing and/or trade usage between the parties shall be effective to supplement, amend, modify and/or alter this Agreement and Release.

21. **WAIVER.** The failure to enforce, and/or to require the performance, at any time, of any term, provision, condition, covenant and/or restriction of this Agreement and Release, shall in no way be construed to be a waiver of such term, provision, condition, covenant and/or restriction, and shall not affect either the validity of this Agreement and Release, any part hereof, or the right of any party thereafter to enforce each and every term, provision, condition, covenant and/or restriction in accordance with the terms of this Agreement and Release.

22. **SUCCESSORS AND ASSIGNS.** This Agreement and Release shall be binding upon, and shall inure to the benefit of Fremont, TriStar Risk and Nevarez, along with any and all parent entities, subsidiary entities, directors, supervisors, officers, shareholders, members, employees, agents, attorneys, adjusters, underwriters, successors, heirs, executors, administrators and/or other representatives of Fremont, TriStar Risk and Nevarez. Fremont and TriStar Risk, along with their respective parent entities, subsidiary entities, directors, supervisors, officers, shareholders, members, employees, agents, attorneys, adjusters, underwriters, successors, heirs, executors, administrators and/or other representatives, are the intended beneficiaries of the terms, provisions, conditions, covenants and restrictions imposed on Nevarez under this Agreement and Release, and shall be entitled to any and all of the rights and/or privileges associated with such third-party-beneficiary status, including, but not necessarily limited to, standing and the right to enforce this Agreement and Release against Nevarez, along with any agent, attorney, successor, heir, executor, administrator and/or other representative of Nevarez, as may be necessary, at the sole discretion of Fremont and TriStar Risk.

23. **AMBIGUITY.** Fremont, TriStar Risk and Nevarez agree that any rule of law requiring ambiguities to be construed against the drafter hereof shall be null and void when interpreting a provision herein.

24. **CAPTIONS.** The captions and/or headings appearing in this Agreement are included solely for convenience of reference, and shall not be construed and/or interpreted to affect the meaning and/or interpretation of this Agreement.

25. **LEGAL REPRESENTATION.** Fremont, TriStar Risk and Nevarez acknowledge and agree that they have been advised to consult with an attorney, have had ample opportunity to review this Agreement and Release, and have had ample opportunity to seek the advice of independent legal counsel in conjunction with the same. Nevarez has been represented by Jeffrey Putnam of the Law Offices of Jeffey F. Putnam, PC, and Mr. Putnam has fully and completely explained the terms, provisions and effects of this Agreement and Release to Nevarez.

26. **FREE WILL.** Fremont, TriStar Risk and Nevarez agree and state that they have completely and fully read and reviewed this Agreement and Release in its entirety, that they have been fully advised by their respective legal counsel with respect to the terms of this Agreement and Release, that they completely and fully know and understand the contents of this Agreement and Release, and that they sign and execute this Agreement and Release, and enter into the full and final lump sum settlement, claim release and release of liability contemplated herein, of their own respective free will, volition and accord, free of any duress and/or coercion of any other parties and/or persons, and free of the influence of any medications, drugs, alcohol and/or other substance that would affect Fremont's, TriStar Risk's and Nevarez's ability to think clearly, logically and/or rationally.

27. **INSURANCE FRAUD.** Fremont, TriStar Risk and Nevarez fully know, comprehend, understand and agree that any person who knowingly, and/or with intent to defraud, deceive and/or injure any insurance company and/or third-party claims administrator, files a statement of claim containing any false, incomplete

and/or misleading information, and/or who conceals material information for the purpose of misleading any insurance company and/or third-party claims administrator, has committed criminal insurance fraud, and may be prosecuted and/or punished to the fullest extent of the law.

NOW THEREFORE, AND IN WITNESS WHEREOF, Fremont, TriStar Risk and Nevarez have caused this Agreement and Claim Release to be fully executed and entered into by persons fully authorized to act on behalf of Fremont, TriStar Risk and Nevarez, respectively, on January ___, 2020.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

VERIFICATION AND EXECUTION OF JUAN NEVAREZ

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

I, Juan Nevarez, being first duly sworn and upon oath, do hereby depose and state that: I am the Plaintiff in the above-captioned matter; I am of sound mind, memory and mental faculty; I have fully and completely read and reviewed the foregoing Settlement Agreement, Claim Release and Release Of Liability ("Agreement and Release"); I have been represented by legal counsel Jeffrey Putnam in conjunction with my reading and review of the Agreement and Release, as well as the entering into of the full and final lump sum settlement, claim release and release of liability contemplated therein; I completely know and comprehend the contents of the Agreement and Release; the contents of the Agreement and Release are true and correct, based upon my knowledge and belief; I release any and all claims whatsoever that I possess, or may possess in the future, as against Fremont and/or TriStar Risk; and, I execute the Agreement and Release, and enter into the full and final lump sum settlement, claim release and release of liability contemplated therein, of my own free will, volition and accord, free of any duress and/or coercion of any other parties and/or persons, and free of the influence of any medications, drugs, alcohol and/or other substance that would affect my ability to think clearly, logically and/or rationally.

DATED: January 30, 2020.

By: _____
Juan Nevarez

SUBSCRIBED and sworn to by Juan Nevarez before me, a licensed Notary Public for the State of Nebraska, on January 30th, 2020.

ANNETTE M DIETEMAN
General Notary - State of Nebraska
My Commission Expires Jul 1, 2020

By: _____
Notary Public

VERIFICATION OF BRIAN NEWTON

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

I, Brian Newton, being first duly sworn and upon oath, do hereby depose and state that: I am the City Administrator for the City of Fremont, Nebraska ("Fremont") and TriStar Risk Management ("TriStar Risk") is working in conjunction with Fremont in the above-captioned matter; Fremont and TriStar Risk are a municipal corporation and corporation, respectively, and for that reason, I make this verification; I am of sound mind, memory and mental faculty; I have been represented by legal counsel Molly J. Miller, in conjunction with my reading and review of the Agreement and Release, as well as the entering into of the full and final lump sum settlement, claim release and release of liability contemplated therein; I have fully and completely read, reviewed and negotiated the foregoing Settlement Agreement, Claim Release and Release Of Liability ("Agreement and Release"); I completely know and comprehend the contents of the Agreement and Release; the contents of the Agreement and Release are true and correct, based upon my knowledge and belief; and, I execute the Agreement and Release, and enter into the full and final lump sum settlement, claim release and release of liability contemplated therein, on behalf of Fremont and TriStar Risk of my own free will, volition and accord, free of any duress and/or coercion of any other parties and/or persons, free of the influence of any medications, drugs, alcohol and/or other substance that would affect my ability to think clearly, logically and/or rationally, and with the express, actual, apparent and implied authority of Fremont and TriStar Risk.

DATED: January ___, 2020.

By: _____
Brian Newton
City Administrator, City of Fremont

SUBSCRIBED and sworn to by Brian Newton before me, a licensed Notary Public for the State Of Nebraska, on January __, 2020.

By: _____
Notary Public

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Brian Newton, City Administrator

DATE: February 11, 2020

SUBJECT: Property Assessed Clean Energy (PACE) District Administrator

RECOMMENDATION: Move to appoint Lottie Mitchell as the City's PACE District Administrator.

Background: The Mayor has appointed Lottie Mitchell as the City's PACE District Administrator. Appointments must be approved by the City Council.

Fiscal Impact: None

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: February 11, 2020

SUBJECT: Planning Commission appointment

Recommendation: Move to approve the recommendation of the Mayor to appoint Stan Darling to an unexpired term on Planning Commission ending April 30, 2022.

Background: Appointee will complete the remainder of the term of Rory Bowen on the Planning Commission.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Brian Newton, City Administrator

DATE: February 11, 2020

SUBJECT: Ordinance No. 5525 – sale of City property

Recommendations: 1) Move to hold second reading.

BACKGROUND: The City owns approximately 80 acres known as the Tech/Business Park. Travis J. Bird and Molly J. Bird are proposing to purchase what is shown as Lot 1 (1.45 acres) in the park for $47,048 to relocate their business.

FISCAL IMPACT: $47,048

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made this ____ day of _____ 2019, by and between the City of Fremont, Nebraska, a Nebraska municipal corporation, hereinafter called "Seller", and Travis J. Bird and Molly J. Bird (husband and wife), a Nebraska sole proprietor, hereinafter called "Purchaser".

1. Real Property. Seller hereby agrees to sell and Purchaser hereby agrees to purchase the following-described real estate:

A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT B, FREMONT TECHNOLOGY PARK, LOCATED IN THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., CITY OF FREMONT, DODGE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT "B", FREMONT TECHNOLOGY PARK, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH LINCOLN AVENUE, AND 32.90' NORTH OF THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M.; THENCE NORTHERLY ON THE WEST LINE OF SAID OUTLOT "B", SAID LINE BEING THE EAST LINE OF SAID RIGHT-OF-WAY, ON AN ASSUMED BEARING OF N02°24'39"W, A DISTANCE OF 274.13' TO A POINT; THENCE N87°35'21"E, A DISTANCE OF 230.00' TO A POINT; THENCE S02°24'39"E, ON A LINE LOCATED 230.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID OUTLOT "B", A DISTANCE OF 275.59' TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID OUTLOT "B", SAID POINT BEING 32.90' NORTH OF THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M.; THENCE S87°57'07"W, ON THE SOUTH LINE OF SAID OUTLOT "B", SAID LINE BEING 32.90' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., A DISTANCE OF 230.00' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 63,217.93 SQUARE FEET OR 1.45 ACRES, MORE OR LESS.

2. Deed and Title. The legal description of the Property shall be confirmed with the title insurance commitment and, at Purchaser's option, a survey. Seller agrees to convey title to Purchaser, or Purchaser's nominees, by Special Warranty Deed, free and clear of all liens, encumbrances, or special assessments levied or assessed or estimated to be assessed for projects constructed or under construction, except easements and restrictions of record or any zoning laws, regulations or ordinances affecting the Property as will not materially interfere with such use of the Property as Purchaser might reasonably expect to make in view of the general character of the area and neighborhood in which the Property is located.

3. Purchase Price, Manner of Payment, and

A. **Purchase Price.** Purchaser agrees to pay to Seller for the Property the sum of Thirty-two Thousand Five Hundred and No/100 Dollars per acre or a total purchase price of Forty Seven Thousand Forty Eight Dollars ($47,048.00) (the "Purchase Price") as follows:

B. **Earnest Money**. At the signing of the Agreement, Purchaser shall pay earnest

money of Two Thousand and No/100 Dollars ($2,000.00), to be deposited with Dodge County Title Company; and

C. **Remaining Balance**. The Purchaser shall pay the balance in cash or certified check at time of closing and delivery of Deed.

D. Partial Refund of Purchase Price. The Seller received a Community Development Block Grant (CDBG) in the amount of $975,392 to stimulate the location of thirty-one (31) new jobs in the Property. If the Seller meets this job growth target before April 22, 2022, and the Purchaser has created/maintained at least two jobs that qualify as a credit toward meeting the target, the Seller shall refund Purchaser a sum of Seventeen Thousand Six Hundred Seventy Eight and No/100 Dollars ($17,678.00). If Seller is not successful in meeting the job growth target before April 22, 2022, the Purchaser shall not receive a refund of the Purchase Price.

4. Conditions. This Agreement is expressly conditioned on:

A. **Purchaser's Conditions Precedent**. (i) The Purchaser obtaining conventional financing at a reasonable rate of interest in Purchaser's discretion in order to purchase the land and to make the improvements which Purchaser contemplates on the land. Purchaser will exercise its best effort to obtain said loan.

If the above conditions have not been approved and completed within one hundred twenty (120) days from the date of the last party to sign this Agreement, this Agreement is to be null and void, and the earnest money of Two Thousand and No/100 Dollars ($2,000.00) paid herewith shall be forfeited by the Purchaser.

B. **Seller's Conditions Precedent**. Seller's obligation to sell the Property to Purchaser is conditioned on: (i) the passage and approval of an ordinance by the City Council of the City of Fremont and publication of notice of sale and right of remonstrance as provided by Neb. Rev. Stat. §16-202. Closing shall not occur until the lapse of thirty (30) days following the last day of publication with no remonstrance.

5. Possession and Closing. Closing of this sale shall take place and possession of the Property shall be delivered to the Purchaser upon the latter to be achieved: (a) within thirty (30) days of Purchaser's loan being approved by its lending institution; and (b) the failure of remonstrance as provided by law.

6. Taxes. The Property has been exempt from real estate taxes for tax year 2019 and prior years. Upon the sale and transfer of the Property to Purchaser, the Property shall lose the exemption and Purchaser shall be responsible for the applicable real estate taxes.

7. Inspections. Seller will permit inspections of the Property by Purchaser personally, by third- party inspectors selected by Purchaser or for any inspections subsequently agreed to in writing between Seller and Purchaser, or as required by Purchaser's lender, upon reasonable advance notice to Seller. Purchaser and Seller may be present during inspections.

8. Title Insurance. Seller shall furnish title insurance showing merchantable title of record in Seller to the Property. In the event of defects in title, Seller shall be notified and Seller shall

proceed immediately to have said defects cured within a reasonable time after notice. Closing may be extended for a short reasonable time necessary to cure said title defects. The cost of said title insurance shall be the responsibility of the Purchaser. If there are defects in the title which cannot be cured as specified above, the earnest money is to be refunded to Purchaser.

9. Revenue Stamps. The transfer and conveyance to Purchaser shall qualify for the exemption available under Neb. Rev. Stat. § 76-902(2).

10. Insurance. Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Purchaser. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Purchaser shall have the right to rescind this agreement, and Seller shall then refund the Deposit to Purchaser. Purchaser agrees to provide its own hazard insurance as of the date of closing.

11. Condition of Property. Property is being sold "as is', with no representation or warranties, expressed or implied, by the Seller with respect to health, safety or environmental conditions. Purchaser represents that it has had the opportunity to examine said Property and that its decision to purchase the property is based upon its own examination and not upon any representation of the Seller or any of the Seller's agents.

12. Specific Performance. This Agreement conveys no title or right to take possession and both parties may seek specific performance of this Agreement If the other defaults.

13. Facsimile or Electronic Signatures. "Facsimile or electronic signatures", as the term Is commonly used with reference to facsimile machines and/or email used in transmitting documents, signatures, photocopies, etc., will be and hereby are declared by each party to this contract to be the same as an original signature to this contract.

14. Flood Insurance. If flood Insurance is required in connection with financing of this purchase, Purchaser agrees to obtain such flood Insurance at or prior to closing.

15. Broker. Seller and Purchaser agree and acknowledge that Seller has no broker or agent to act on its behalf with regard to this transaction. Seller and Purchaser further agree and acknowledge that Purchaser has no broker or agent to act on their behalf.

"SELLER"

THE CITY OF FREMONT, NEBRASKA, a Nebraska municipal corporation

Attest:

By: _____ _____

Tyler Ficken, City Clerk Scott Getzschman, Mayor

DRAFT

"PURCHASER"

Molly J. Bird, a Nebraska Sole Proprietor

State of NEBRASKA)
) ss
County of DODGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Molly J. Bird, Fremont, Nebraska.

_____
Notary Public

"PURCHASER"

Travis J. Bird, a Nebraska Sole Proprietor

By: _____

Name: _____

State of NEBRASKA)
)ss
County of DODGE)

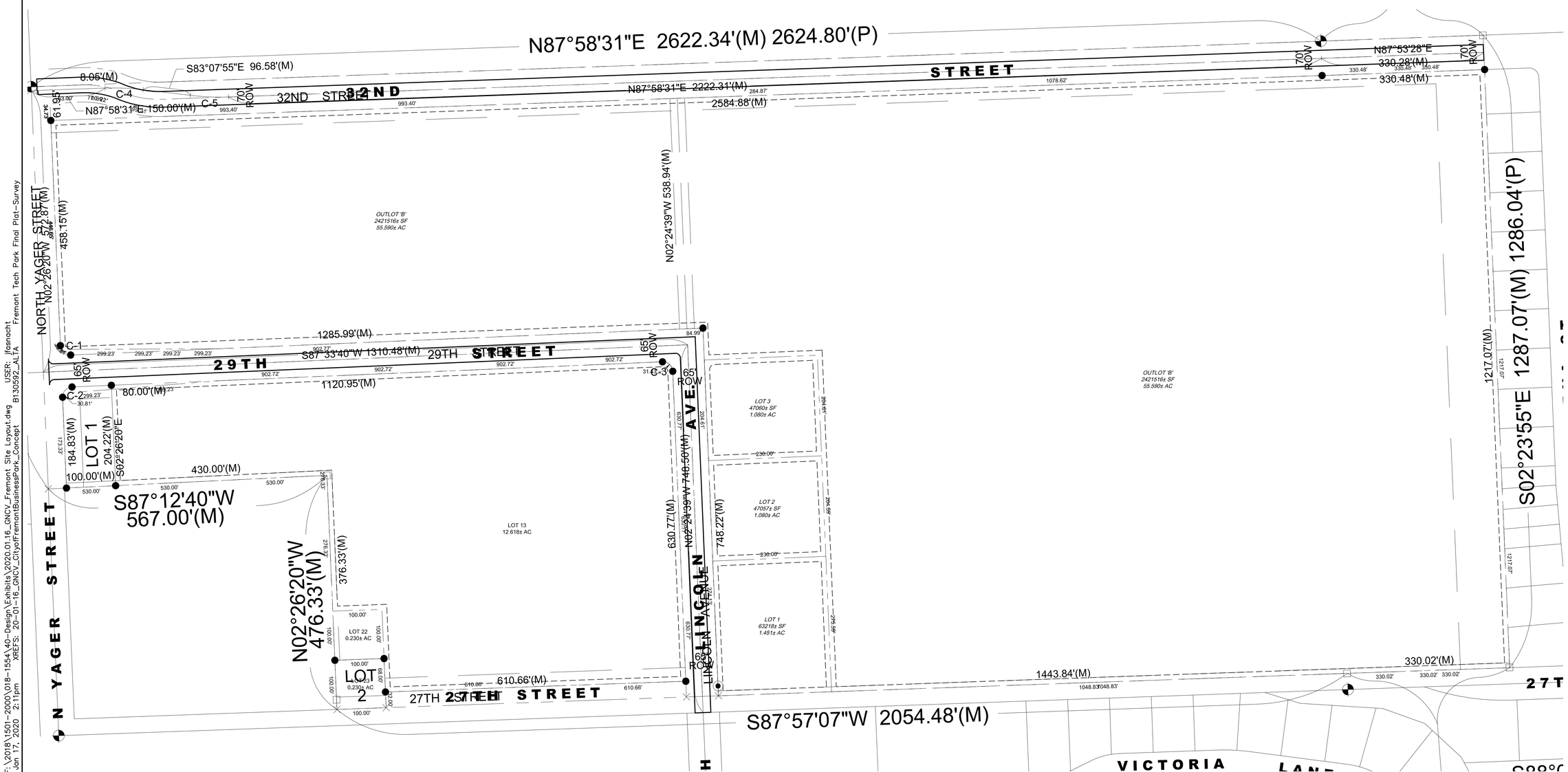
The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Travis J. Bird, Fremont, Nebraska.

_____
Notary Public

DRAFT

FREMONT BUSINESS CENTER

SITE PLAN



OLSSON ASSOCIATES
601 P Street, Suite 200
P.O. Box 85608
Lincoln, NE 68508
TEL 402.474.6311
FAX 402.474.5160
www.olssonassociates.com

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

SITE PLAN

FREMONT BUSINESS CENTER

FREMONT, NEBRASKA

2020

drawn by: JEF
checked by: NKB
approved by: NKB
QA/QC by:
project no.: 018-1554
drawing no.:
date: 01.17.2020

SHEET 1 of 1

DWG: F:\2018\1501-2000\018-1554\40-Design\Exhibits\2020.01.16_GNCV_Fremont Site Layout.dwg USER: jfasnacht
DATE: Jan 17, 2020 2:11pm XREFS: 20-01-16_GNCV_CityofFremontBusinessPark_Concept B130592_ALTA Fremont Tech Park Final Plat-Survey

CITY OF FREMONT, NEBRASKA
Ordinance No. 5525
(Sale of Interest in City Owned Real Estate)

AN ORDINANCE PERTAINING TO THE SALE AND CONVEYANCE OF REAL ESTATE OWNED BY THE CITY OF FREMONT, NEBRASKA TO TRAVIS J. BIRD AND MOLLY J. BIRD, A NEBRASKA SOLE PROPRIETOR, PURSUANT TO NEBRASKA LAW.

BE IT ORDAINED by the City Council of the City of Fremont, Nebraska:

Section 1. The City of Fremont, Nebraska owns certain real estate and appurtenances located in Fremont, Nebraska legally described as:

A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT B, FREMONT TECHNOLOGY PARK, LOCATED IN THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., CITY OF FREMONT, DODGE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF OUTLOT “B”, FREMONT TECHNOLOGY PARK, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH LINCOLN AVENUE, AND 32.90’ NORTH OF THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M.; THENCE NORTHERLY ON THE WEST LINE OF SAID OUTLOT “B”, SAID LINE BEING THE EAST LINE OF SAID RIGHT-OF-WAY, ON AN ASSUMED BEARING OF N02°24'39"W, A DISTANCE OF 274.13' TO A POINT; THENCE N87°35'21"E, A DISTANCE OF 230.00' TO A POINT; THENCE S02°24'39"E, ON A LINE LOCATED 230.00’ EAST OF AND PARALLEL WITH THE WEST LINE OF SAID OUTLOT “B”, A DISTANCE OF 275.59' TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID OUTLOT “B”, SAID POINT BEING 32.90’ NORTH OF THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M.; THENCE S87°57'07"W, ON THE SOUTH LINE OF SAID OUTLOT “B”, SAID LINE BEING 32.90’ NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., A DISTANCE OF 230.00' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 63,217.93 SQUARE FEET OR 1.45 ACRES, MORE OR LESS.

Section 2. The City Council of the City of Fremont, Nebraska hereby finds and determines that it is necessary and desirable to sell the Property, consisting of approximately 1.456 acres of land owned by the City of Fremont, Nebraska to Travis (T.J.) Bird and Molly Bird (husband and wife), a Nebraska Sole Proprietor, pursuant to the terms of the Purchase Agreement and in compliance with Neb. Rev. Stat. § 16-202.

Section 3. The purchase terms upon which the City of Fremont, Nebraska shall sell the subject real estate to Dodge County, shall require a purchase price of Forty Seven Thousand Forty Eight Dollars ($47,048.00) to be paid to the City according to the terms in the Purchase Agreement. The sale of such subject real estate to Travis and Molly Bird is subject to the following conditions:

a. The City of Fremont, Nebraska compliance with the requirements of Neb. Rev. Stat. § 16-202, which requires the publication of the intent of the City to sell the subject real estate and no remonstrance filed by thirty percent (30%) of the voting public in objection thereto.

b. The terms of such sale are contained in the proposed Purchase Agreement attached as Exhibit "A" and incorporated by this reference.

Section 4. This Ordinance shall be in full force and effect from and after its final passage and publication as required by law. In accordance with Neb. Rev. Stat. § 16-202, the Notice of the proposed sale shall be published for three (3) consecutive weeks in a legal newspaper published in and of general circulation in the City of Fremont, Nebraska.

Passed and approved this ____th day of February, 2020.

CITY OF FREMONT, NEBRASKA

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

EXHIBIT "A"
Purchase Agreement
(See Attached)

AGENDA REPORT

TO: Mayor and City Council

FROM: Brad Yerger – Council Member – Ward 4

DATE: January 28, 2020

SUBJECT: City Council Agenda Policy

Recommendation: Move to approve Resolution 2019-209

Background:

1. On August 13, 2019 a proposed amendment to Municipal Code Chapter 2, Article 1, Section 2-106 was offered. At this meeting the item was continued to the August 27, 2019 Meeting.

2. At the August 27, 2019 meeting, this ordinance amendment was once again continued; to the October 8, 2019 meeting.

3. At the October 8, 2019 meeting, this ordinance amendment was continued indefinitely.

4. At October 8, 2019 meeting a City Council Agenda Policy was proposed (Resolution 2019-209)' discussion was continued to the November 12, 2019 meeting.

5. At the November 12, 2019 meeting Resolution 2019-209 was once gain continued; to the January 14, 2020 meeting.

6. At the January 14, 2020 meeting Staff placed Resolution 2020-011 on the agenda as an alternative to the Resolution 2019-209 Policy.

An amended policy (Resolution 2019-209) is now offered as a blended alternative and compromise. It combines Staff's alternative 2020-011 language with the original language of 2019-209.

Resolution 2019-209 merely documents the schedule, process and criteria to be employed in establishing the City Council's agenda and supporting material.

Fiscal Impact: None

Blended 2019-209/2020-011

City of Fremont
City Council Agenda Policy

Resolution 2019-209

A POLICY OF THE CITY OF FREMONT, NEBRASKA, ESTABLISHING PROCEDURES FOR CITY COUNCIL AGENDAS.

Agenda for meetings:

1. The City Clerk shall place upon the agenda of any regular, special or formal study session meeting only those matters which have been directed by the Mayor, a Council Member, or authorized by the City Administrator before the following times:

   a. Items and backup from the Mayor, City Staff/Boards/Commissions - end of the seventh (7th) day prior to the date of the meeting; Late filed items submitted after the deadline will be held over and placed on the next regularly scheduled City Council meeting.

   b. Claims report from Treasurer - end of the fifth (5th) day prior to the date of the meeting,

   c. Trade permits from City Clerk - 12:00pm of the fourth (4th) day prior to the date of the meeting,

   d. Items and backup from a member of City Council – 12:00pm of the fourth (4th) day prior to the date of the meeting.

   e. Emergency items shall follow Fremont Municipal Code and State Statute.

2. A current working agenda in draft form will be maintained by the City Clerk and posted on the City's website.

3. The preliminary final draft of the agenda and supporting materials will be posted to the City's website before the end of the sixth (6th) day prior to the date of the meeting. Subsequent revisions will be posted to the website as soon as possible.

4. The final agenda and supporting materials will be posted to the City's website before the end of the sixth (4th) day prior to the date of the meeting.

5. Agenda items deemed to be of a routine nature and not requiring the authorization / expenditure of City funds, with the exception of the Claims Report, may be categorized on the Council's agenda as "Consent Agenda" items. If items are subsequently removed they will be placed under New Business for the Council and the Public to address.

PASSED AND APPROVED THIS 14th DAY OF JANUARY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Mayor and City Council
FROM: Brian Newton, City Administrator
DATE: January 28, 2020
SUBJECT: Agenda Policy

Recommendation: Move to approve Resolution 2020-011

Background: 1) On August 13, 2019, Councilman Yerger proposed amending Municipal Code Chapter 2, Article 1, Section 2-106. The item was continued until the August 27, 2019 Meeting.

2) At the August 27, 2019 meeting, the ordinance was continued until the October 8, 2019 meeting.

3) At the October 8, 2019 meeting, Councilman Yerger asked the ordinance be continued indefinitely, which was approved. Also, at this meeting, Councilman Yerger's proposed Resolution 2019-209 for an Agenda Policy was continued until the November 12, 2019 meeting

4) At the November 12, 2019 meeting the resolution was continued until the January 14, 2020 meeting.

Staff is proposing an amended policy (Resolution 2020-011) as an alternative to Councilman Yerger's policy. The policy simply affirms Staff's commitment to City Council to get the agenda and supporting material published six days prior to the meeting.

Fiscal Impact: None

City of Fremont City Council Policy
Agenda Policy 2020-011

A POLICY OF THE CITY OF FREMONT, NEBRASKA, ESTABLISHING PROCEDURES FOR CITY COUNCIL AGENDAS.

Agenda for meetings.

1. The City Clerk shall place upon the agenda of any regular, special or formal study session meeting only those matters which have been directed by one (1) Council Member, or authorized by the Mayor or the City Administrator before the following times:

   a. Items and backup from City Staff/Boards/Commissions - end of the seventh (7th) day prior to the date of the meeting,

   b. Claims report from Treasurer - end of the fifth (5th) day prior to the date of the meeting,

   c. Trade permits from City Clerk - 12:00pm of the fourth (4th) day prior to the date of the meeting,

   d. Items and backup from the Mayor or members of City Council – 12:00pm of the fourth (4th) day prior to the date of the meeting.

   e. Emergency items shall follow Fremont Municipal Code and State Statute.

2. A current agenda in draft form will be maintained by the City Clerk and posted on the City's website.

3. The first draft of the agenda and supporting materials will be posted to the City's website before the end of the sixth (6th) day prior to the date of the meeting. Subsequent drafts will be posted to the website as soon as possible.

PASSED AND APPROVED THIS 28th DAY OF JANUARY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

Revised 1/8/20

CITY COUNCIL MEETING
AGENDA POLICY

City Council meetings, scheduled for the second and last Tuesday of the month per the Fremont Municipal Code, will adhere to the following policy and scheduling deadlines in the development of the City Council's meeting agenda.

The agenda item deadlines, including the requisite supporting Council packet materials, are as follows:

1. City Council agendas items proposed and discussed by the Mayor, City Administration, and City Staff at each of their weekly Staff meetings shall be posted on the City's public website, marked as "Draft Agenda".

2. The City Council draft agenda shall consist of items proposed by the Mayor, City Administration, City Staff, and any other recommending City Board or Commission. The draft agenda items shall be accompanied by the requisite supporting agenda materials.

    a. The draft agenda items along with all Staff, Board or Commission supporting materials must be provided to the City Clerk in a timely manner so as to facilitate a Wednesday, preceding any regularly scheduled City Council meeting, release and posting of the "Draft Agenda" on the City's public website. Late filed agenda requests or supporting items submitted after this deadline shall cause the agenda item and supporting materials to be held over and placed on the next regularly scheduled City Council meeting.

    b. The only exceptions to this Draft Agenda release deadline will be to accommodate the Finance Director's Claims Report and any last minute requests for trade application permits.

    c. When an update to the Draft Agenda is required to incorporate the Claims Report or last minute authorized trade application permits, the due date for such data will be no later than 2:00 PM the Friday (three (3) calendar days) preceding the meeting of the City Council.

3. City Council members may add additional items to the Draft Agenda, and/or add or supplement the supporting materials, until 2:00 PM the Thursday before the Council meeting. After which, and in accord with 2(a) and 2(b) above, the City Clerk will formally prepare and publish the "Final Agenda"

for the upcoming City Council Meeting.

4. Agenda items deemed to be of a routine nature, and not requiring the authorization or expenditure of City funds, with the exception of the Claims Report, may be categorized on the Council's agenda as "Consent Agenda" items. However, such categorization on the Council's Agenda is subject to removal and placement in the Council's Regular Agenda at the request of the Mayor, any City Council member, or member of the public.

    a. Items subsequently removed from the Consent Agenda by the Mayor, any member of the Council, or by a member of the Public at a City Council meeting, will be moved to, and discussed along with other Regular Agenda items under New Business. Both the City Council and the Public will have an opportunity to address and discuss such matters.

5. City Council regular meeting "Final Agendas", along with all requisite supporting documents, will be published on the City's website no later than three (3) calendar days (or the Friday) in advance of the Council's scheduled meeting.

6. The City Council's Final Agenda described above, may be only be further modified after the Friday agenda release for items deemed to be an emergency as specified under Nebraska Statute and decisions[1].

7. Postings of the City Council agendas, and any updates, shall occur at times as required by this policy and by the *Nebraska Open Meetings Act* for posting of notices in public places.

The agenda for each public meeting of the City Council, as well as each, any, or all public meetings of any committees, boards or commissions of the City governed by the State's Open Public Meetings Laws shall be posted on the public website of the City and will be continuously kept current there and shall contain a statement that the agendas shall be readily available for inspection in the City Clerk's office. All postings shall occur no later than the times required by the *Nebraska Open Meetings Act* for posting of notices in public places.

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[1] "An emergency is '(a)ny event or occasional combination of circumstances, which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition.'" *Steenblock v. Elkhorn Township Bd.* 245 Neb. 722, 515 N.W. 2d 128 (1994)

RESOLUTION NO. 2019-209

A Resolution of the City Council of the City of Fremont, Nebraska approving the City Council Meeting Agenda Policy.

WHEREAS, the attached policy proposes to accelerate and set deadlines for agenda items and the delivery of agendas to Council and codifies rules for certain agenda-related matters.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve the City Council Meeting Agenda Policy.

PASSED AND APPROVED THIS 28th DAY OF JANUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Shane Wimer, Assistant City Administrator

DATE: February 11, 2020

SUBJECT: City Master Fee Schedule Update.

Recommendation: Approve the Resolution 2020-034 for updates to the Master Fee

Background: An annual review of the Master Fee Schedule has been completed by staff. There are several additions, word changes, and fee changes to help with the rise in cost of services provided to the public. Council has been provided with a marked up version to see the changes as well as a revised copy.

Fiscal Impact: Moderate increase in city revenue to help cover a portion of the cost of the services provided.

Fremont Fee Schedule 2018-2019	Fremont
Airport Hanger	
45' X 21' (monthly)	$181.50
56' X 16' (monthly)	$363.00
60' X17' (monthly)	$363.00
Crop Duster Permit **(New)**	$1,200.00
Hangar P-1	$250.00
Hangar P-2	$580.00
Aquatics	**Fremont**
Ronin Pool	
Daily Admissions Age (5 yrs. & under)	Free
Daily Admissions Age (6 yrs. to 17 yrs.)	$4.00
Daily Admissions Ages (18 yrs. to 54 yrs.)	$4.00
Daily Admissions Ages (55 +)	$4.00
Family Pass (up to 5 people, each additional $10.00)	$125.00
Season Pass Youth/Senior +55	$70.00
Season Pass Adult	$70.00
Coupon Book (10 swims)**(Change)**	~~$35.00~~ $40.00
Private Pool Rental per hour (2) hr. min	$150.00
Splash Station	**Fremont**
Concessions	% of sales
Daily Admission Age (4 & under)	Free
Daily Admission Age (5 yrs. to 17 yrs.)	$6.00
Daily Admission Age (18 yrs. to 54 yrs.)	$6.00
Daily Admission Age (55 yrs. & older)	$6.00
Family of 6-Day Pass	$30.00
Coupon Book (10) Swims	$55.00
Youth Season	$80.00
Adult Season	$80.00
Sr Adult 55+ Season	$80.00
Kinder Swim (per session) = 5 lessons 30 mins each	$30.00
Learn to swim (per session)= 8 lessons 35 mins each	$40.00
Private swimming lessons (per lesson) 30 mins each	$15.00
Family Pass (up to 5 people, each additional $20.00)	$225.00
Private Pool Rental (per hour)	$400.00
Cemetery (Ridge)	**Fremont**
GRAVE OPENINGS	
Grave opening/closing-weekday	$610.00
Grave opening-Sat. prior to 11am	$765.00
Baby grave opening/closing weekday	$325.00
Baby grave opening-Sat. prior to 11am	$400.00
Cremation grave opening/closing-weekday	$300.00
Cremation grave opening-Sat. prior to 11am	$410.00
Niche price-includes first opening/closing & engraving	$1,250.00

Niche opening/closing second burial-weekday	$135.00	
Niche opening second burial-Sat. prior to 11am	$170.00	
Niche engraving second burial	$140.00	
ADDITIONAL & LATE FEES	**Fremont**	
Less than 48 hours notice for grave opening	$170.00	
Winter grave opening (Dec, Jan, Feb)	$55.00	
Penalty fee for every 15 min late after 11am on Sat	$80.00	
Right of Burial 8' (NEW)	$515.00	
Right of Burial 10' (NEW)	$590.00	
DISENTERNMENT/REINTERNMENT FEES	**Fremont**	
Disinterment	$960.00	
Reinternment	$610.00	
Disinterment Infant	$440.00	
LOT PRICES	**Fremont**	
Eight Foot Grave	$515.00	
Ten Foot Grave	$590.00	
Transfer of Deed (two outside parties)	$75.00	
MARKER/MONUMENT SETTING/MAINTENANCE FEES	**Fremont**	
Markers or Slants Single	$25.00	
Markers or Slants Double	$50.00	
Monuments - Singles & Doubles	**Fremont**	
Base Length:		
Under 4'	$50.00	
4'-4'11"	$75.00	
5'-5'11"	$100.00	
6'-6'11"	$125.00	
7'-7'11"	$150.00	
8' & Over	$200.00	
City Clerk (also see public records)	**Fremont**	
Bungee jumping permit	$100.00	
Crowed event clean up fee (city council required approval)	$500.00	
Cds, dvds, maps and records any public records which cannot be reproduced by the City's photocopying equipment	Cost	
Computer generated printout (per page)	$0.25	
Construction/Demolition Obstruction Permit (30 days) (New)	$100.00	
Copying fees (per page one side)	$0.25	
Electronic records (per page)	$0.25	
Facsimile transmission (per page)	$1.00	
No Trespassing/Parking application fee	$55.00	
Reserved Parking (per stall)	$0.50	
Removal of (No Trespassing/Parking) publication cost	$55.00	
Trailer Camp License application fee	$10.00	
Pet Licensing	**Fremont**	

Animal avocation inspection	$100.00
Animal avocation inspection (annually)	$50.00
Dangerous Animal (harboring)(fine)(per day)	$100.00
Duplicate Tag	$1.00
Delinquent Tag (after Feb 1st) additional	$5.00
Failure to display tags (fine)	$10.00
Feral cat colony caretaker application	$25.00
Feral cat colony caretaker inspection (biennially)	$25.00
License Neutered/spayed animal	$10.00
License Un-neutered/spayed animal	$15.00
Outside Agencies Fees for issuing Pet License	$1.00
Community Centers	**Fremont**
Auditorium (Regular Rate)	
Deposit (small rooms)	$100.00
Deposit (large venue)	$250.00
Deposit Commercial	$350.00
Regular Rate (week days M-Th) (per day)	$275.00
Regular Rate (weekend Fri- Sun) (per day)	$375.00
Kitchen (week days M-Th) (per day)	$40.00
Kitchen (weekend Fri-Sun) (per day)	$55.00
Community Room (week days M-Th) (per day)	$65.00
Community Room (weekend Fri-Sun) (per day)	$85.00
Auditorium Commercial	**Fremont**
Commercial Rate (per day)	$450.00
Kitchen (per day)	$60.00
Community Room (per day)	$90.00
Christensen Field (Regular Rate)	**Fremont**
Craft show table rental fee	$35.00
Main Arena (Mon-Th)(per day)	$365.00
Main Arena (Fri-Sun)(per day)	$490.00
Main Arena Kitchen (Mon-Th)(per day)	$40.00
Main Arena Kitchen (Fri-Sun)(per day)	$55.00
Meeting Room (Mon-Th)(per day)	$70.00
Meeting Room (Fri-Sun)(per day)	$90.00
Friendship Center Kitchen (Mon -Th)(per day)	$40.00
Friendship Center Kitchen (Fri-Sun)(per day)	$55.00
Friendship Center (Mon-Th)(per day)	$260.00
Friendship Center (Fri-Sun)(per day)	$345.00
Indoor Horse Arena (Mon-Th)(per day)	$225.00
Indoor Horse Arena (Fri-Sun)(per day)	$275.00
I.A. Kitchen (Mon-Th) (per day)	$35.00
I.A. Kitchen (Fri-Sun)(per day)	$50.00
Stage (per day)	$60.00
Short Stage (per day)	$30.00

Outdoor Arena (Mon-Th)(per day)	$125.00	
Outdoor Arena (Fri-Sun)(per day)	$150.00	
Enclosed Barn (Mon-Th)(per day)	$75.00	
Enclosed Barn (Fri-Sun)(per day)	$100.00	
Horse Stalls (per day)	$15.00	
Camping (per day)	$20.00	
Heat *(determined by usage)*	Varies	
Christensen Field (Commercial Rate)	**Fremont**	
Main Arena (per day)	$560.00	
Main Arena Kitchen (per day)	$55.00	
Meeting Room (per day)	$90.00	
Friendship Center Kitchen (per day)	$55.00	
Friendship Center (per day)	$425.00	
Indoor Horse Arena (Mon-Th)(per day)	$325.00	
I.A. Kitchen (per day)	$40.00	
Stage (per day)	$60.00	
Short Stage (per day)	$30.00	
Outdoor Arena (per day)	$225.00	
PA System	$30.00	
Holidays (1.5 X) Regular and Commercial Rate	Varies	
Community Development	**Fremont**	
Building Department Registrations	**Fremont**	
Asphalt and Concrete work license	$25.00	
Contractor Registration	$50.00	
First Class Arborist Renewal	$35.00	
First Class Arborist (New)	$55.00	
First Class Arborist (Expired)	$45.00	
Forestry Reciprocity license	$20.00	
Second Class Arborist Renewal	$35.00	
Second Class Arborist (New)	$55.00	
Second Class Arborist (Expired)	$25.00	
Concrete Worker (per year)	$20.00	
Electrical Master (Examination)	$275.00	
Electrical Master Registration (Initial)	$75.00	
Electrical Apprentice (per year)	$30.00	
Electrical Journeyman (Examination)	$275.00	
Electrical Journeyman (per year)	$30.00	
Mechanical Master (initial)	$75.00	
Mechanical Tradesmen (per year)	$30.00	
Mechanical Apprentice (per year)	$30.00	
Plumber Master (Initial)	$75.00	
Plumber Journeyman (per year)	$30.00	
Plumber Apprentice (per year)	$30.00	
Renewal Registration (per year)	$30.00	

Wastewater Treatment Professional (onsite) Septic (per year)	$75.00	
Water Conditioning Contractor/Installer (per year)	$30.00	
Building Permit Fee	**Fremont**	
Annual Permit Fee	$1,000.00	
Driveway Approach Permit	$20.00	
~~Grading Over 1 Acer~~ Commercial Grading **(Word Change)**	$100.00	
Park Fee	10% cost of building permit.	
Permit fees for *new construction and additions* shall be based on the square footage of the proposed work. See Appendage	Varied	
Permit fees for building alterations, accessory structures, decks, porches, in-ground pools, roofs, siding, windows, doors, gutters and other work not specifically stated in flat fee permit list shall be based on the total valuation of the project. See the following fee schedule:	Varied	
Residential Grading **(Not Applicable At This Time)**	$0.00	
Special Inspection Requests (Supervisor) **(New)**	Hourly Rate Supervisor Requested	
Other Plan Review and Inspection Related Fees (move under building departement)		
Inspections Performed Outside of Normal Business Hours (minimum 1.5 hour charge).	$300.00	
Re-inspections. a. Inspections called for are not ready, or are not readily available for inspection, b. The building address or permit is not clearly posted, c. City approved plans are not on-site, or d. Correction items have not been corrected.	$50.00	
Plan Review and Inspections For Which No Fee Is Specifically Identified. (per hour)	$50.00	
Sidewalk Permit	**Fremont**	
1-70 Linear ft	$10.00	
71-140 Linear ft	$20.00	
141-210 Linear ft	$30.00	
211-280 Linear ft	$40.00	
Temporary Certificate of Occupancy (TCO)	$100.00	
Total Valuation	**Fremont**	
$1 to $1,600	$30.00	
$1,601 to $2,000	$30 for the first $1,600; plus $1.50 for each additional $100 or fraction thereof, up to and including $2,000	
$2,001 to $25,000	$36 for the first $2,000; plus $6 for each additional $1,000 or fraction thereof, up to and including $25,000	
$25,001 to $50,000	$174 for the first $25,000; plus $4.50 for each additional $1,000 or fraction thereof, up to and including $50,000	

$50,001 to $100,000	$286.50 for the first $50,000; plus $3 for each additional $1,000 or fraction thereof, up to and including $100,000	
$100,001 to $500,000	$436.50 for the first $100,000; plus $2.55 for each additional $1,000 or fraction thereof, up to and including $500,000	
$500,001 and over	$1456.50 for the first $500,000; plus $2.10 for each additional $1,000 or fraction thereof	
Flat Fee Permits		
Above Ground Pool	$30.00	
Accessory Structure Demolition	$100.00	
Building Moving Permit	$25.00	
Commercial Work-Site Trailer (includes all hookups)	$100.00	
Fence/Retaining Wall (0-300 Lineal Feet)	$30.00	
Fence/Retaining Wall (301+ Lineal Feet)	$50.00	
Footing/Foundation	$300.00	
Full Demolition	$250.00	
Interior Demolition	$125.00	
New Mobile Home (includes all hookups)	$200.00	
Septic System	$100.00	
Septic System-Field Only	$50.00	
Septic System-Tank Only	$50.00	
Electrical Permit	**Fremont**	
1-100 Amp	$30.00	
101-200 Amp	$30.00	
201-400 Amp	$65.00	
401-600 Amp	$105.00	
601-800 Amp	$145.00	
801-1000 Amp	$185.00	
Larger than 1001 Amp	$200.00	
New Branch Circuit and Feeders	$30.00	
Repair work on existing sign	$30.00	
Repair/Work Existing Electrical Service	$30.00	
Storm Damage Repair	$30.00	
Mechanical Permit	**Fremont**	
Cooling Only Replacement (includes electrical)	$30.00	
Gas Piping	$30.00	
Heating and Cooling Replacement (includes electrical)	$50.00	
Heating Only Replacement (includes electrical)	$30.00	
Mechanical Other	$30.00	
Plumbing Permit	**Fremont**	
Backflow Preventer/City Service Containment Device (RPZ)	$30.00	
Fixture Opening	$30.00	
Gas Piping	$30.00	
Medical Gas Piping Openings **(New)**	$30.00	

Medical Gas Piping more than three openings (additional) per opening. **(New)**	$10.00	
Plumbing Other	$30.00	
Sprinkler System	$30.00	
Water Conditioner	$30.00	
Water heater	$30.00	
Work Performed Without A Permit Fee. penalties will be assessed: (move under building departement)		
First Offense (plus the permit fees per the master fee schedule)	$100.00	
Second Offense (plus the permit fees per the master fee schedule)	$500.00	
Third Offense (general contractor loss of permits for 6 months) also includes all master registration contractors working without permit.		
Engineering	**Fremont**	
Copy Fees		
8 1/2 X11 (black & white)	$0.25	
8 1/2 X11 (color)	$0.25	
11X17 (black & white)	$0.25	
11X17 (color)	$0.50	
18X24 (black & white)	$2.00	
18X24 (color)	$4.00	
24X36 (black &white)	$3.00	
24X36 (color)	$6.00	
30X42 (black &white(	$4.50	
30X42 (color)	$9.00	
36X48 (black &white)	$6.00	
36X48 (color)	$12.00	
Maps	**Fremont**	
Black & White	$6.00	
Color	$12.00	
Fire Department	**Fremont**	
EMS		
Basic Life Saving Emergent	$671.00	
Advanced Life Support 1	$805.00	
Advanced Life Support 2	$1,008.00	
Advance Life Support Non-Transport	$242.00	
Advance Life Support Intercept	$175.00	
Mileage (per mile)	$15.26	
Ambulance Standby (min 2 personnel)(per hr.)	$40.00	
Ambulance Standby Equipment (per hr.)	$20.00	
Fire	**Fremont**	
Engine (per unit per hr.)	$500.00	
Aerial/Ladder Truck (per unit per hr.)	$750.00	

Heavy Rescue (per unit per hr.)	$250.00	
Command Vehicle (per unit per hr.)	$100.00	
Utility Truck (per unit per hr.)	$200.00	
Ambulance (per unit per hr.)	$100.00	
Mileage (per mile per vehicle)	$8.00	
Equipment Use	**Fremont**	
Absorbent Material (per bag)	$5.00	
Air Bags	$50.00	
Class A Foam (Per five gallons)	$95.00	
Class AFFF Foam (Per five gallons)	$165.00	
Cribbing Blocks	$10.00	
Hand Tools/Shovels	$10.00	
Jaw of Life	$250.00	
Power Saw	$75.00	
Salvage Covers (each)	$60.00	
Vehicle Stabilization Struts	$75.00	
Ventilation Fan	$50.00	
Library	**Fremont**	
Damaged/Lost Materials (additional $6 processing fee)(per item)	Varies	
Genealogy Research Flat Rate (30 mins)	$5.00	
Genealogy Research over 30 mins (per hr.)	$15.00	
Genealogy emailed image	$0.10	
Genealogy hard copy (each) (additional postage)	$0.20	
3D Printing ($1.00 min fee) +	$2.00 set up $.10 per gram filament	
Kindle Replacement	$80.00	
Printing Color Copy (each)	$0.50	
Printing Black/White (each)	$0.10	
Printing Black/White from Microfilm (each)	$0.20	
Wi-Fi___33 Hotspot Replacement	$50.00	
Library Card	**Fremont**	
Replacement Library Card	$1.00	
Non-Resident Library Card (1) year	$35.00	
Non-Resident Library Card (6) months	$20.00	
Non-Resident Library Card (3) months	$15.00	
Interlibrary Loan-Postage & Costs	Varies	
Library Fines	**Fremont**	
Account sent to Collection Agency	$10.00	
Overdue Adult Book/Magazine per day	$0.15	
Overdue Adult Book/Magazine Max Fine	$6.00	
Overdue Children's Book/Magazine per day	$0.05	
Overdue Children's Book/Magazine Max Fine	$2.00	
Overdue CD per day	$0.15	
Overdue CD Max Fine	$6.00	

Overdue DVD per day	$0.50	
Overdue DVD Max Fine	$5.00	
Overdue Kindle/Wi-Fi Hotspot per day	$1.00	
Overdue Kindle/Wi-Fi___33 Hotspot Max Fine	$15.00	
Playaways & Music CD (per day) overdue	$0.15	
Licensing Fee	**Fremont**	
Adult Establishment		
Adult Establishment License Fee	$100/$50	
Adult Employee License	$50/$25	
Garbage Hauler	**Fremont**	
Garbage Hauler Licensing Annual (per three vehicles)	$125.00	
Garbage haulers (per location, per dumpster)	$7.00	
Fireworks Stand Licensing Annual		
License fee (per location)	$1,500.00	
License fee (On or after June 15th of calendar year)	$3,000.00	
Liquor License (prorated quarterly)	**Fremont**	
Class A (beer only on-site sale)	$300.00	
Class B (beer only off-site sale)	$300.00	
Class C (Alcohol on & off-site sale)	$900.00	
Class D (Alcohol off-site sale)	$600.00	
Class I (Alcohol on-site sale)	$750.00	
Class K (Catering)	$200.00	
Class L (Craft brewery)	$500.00	
Class Y (Farm winery)	$500.00	
Publication for license renewal	$10.00	
Special Designated License (per day)	$50.00	
Mobile Home License	**Fremont**	
Three or less	$15.00	
Four to twenty	$30.00	
Twenty or more	$50.00	
Occupancy License	**Fremont**	
Occupancy License (18 yrs. & older)(per person)	$5.00	
Pawn Broker License	**Fremont**	
Per location (annual)	$50.00	
Street Vendor License	**Fremont**	
Per location (not valid for JCF Days)	$40.00	
Solicitor & Peddler License	**Fremont**	
Per person (30 day issuance)	$25.00	
Tobacco License	**Fremont**	
Annual (per location) between January 1 and June 30	$15.00	
Annual (per location) after July 1 to December 31	$7.50	
Wholesaler tobacco	$100.00	
Towing License	**Fremont**	
Towing license (per year)	$10.00	

Parks & Recreation	**Fremont**	
Batting Cage Christensen Field (2hrs)	$25.00	
Park Shelter Rental	$25.00	
Kids Park play (playgrounds for K-6) per child	$150.00	
Tiny Tots (3-5 yrs. old)	$140.00	
Little Sluggers Base Ball (4-5 yrs. old)	$40.00	
Youth Base Ball (6-7 yrs. old)	$50.00	
User Fees	**Fremont**	
Ball field Tournament Team Fees (per team)	$9.00	
Ball field Midland University	$1.00 Baseball & Softball Lease	
Garden Plot (0 to 900 sq. ft.) plus ($40 deposit)	$40.00	
Garden Plot (901 to 1500 sq. ft.) plus ($60 deposit)	$60.00	
Garden Plot (1501 to 3000 sq. ft.) plus ($80 deposit)	$80.00	
Garden Plot (<3000 sq. ft.) plus ($100 deposit)	$100.00	
Fremont Express Baseball (per season)	$100.00	
Fremont Nighthawks Baseball	$1,570.00	
Fremont Ladyhawks Softball	$785.00	
Fremont High School Soccer	$1,150.00	
Fremont Family YMCA Baseball	$865.00	
Fremont Soccer Club	$1050.00 (per season	
Men's Slow Pitch Softball	Contracted out	
Women's Slow Pitch Softball		
Men's Slow Pitch Fall League	$80.00	
Tree Removal Diseased or Dying	**Fremont**	
Removal of Diseased or Dying Tree	$100.00	
Planning Department	**Fremont**	
Administrative Plat (additional cost $10 per lot)	200 + $10/lot	
Appeal/Variance Change in wording (excluding Exception)	$250.00	
Certificate of Historical Appropriateness	$50.00	
Letter of Zoning Compliance Change in wording from (Certificate to Letter)	$50.00	
Comprehensive Plan Amendment	$500.00	
Conditional Use Permit	$300.00	
Designation of Historic Properties	$100.00	
Final Plat/Amending Plat/Re-Plat (additional cost ~~$5.00~~ $10.00 per lot) to be consistent with other plats	350 + ~~5~~ $10/lot	
Floodplain Development Permit	$50.00	
Letter of [FIRM] Map Interpretation	$50.00	
Legal Notice Mailing/Newspaper publication (changed to set fee that is roughly the average cost)	$65.00	

~~Planned Unit Development preliminary plat~~ **Note- A PUD is a zone change and will have a preliminary plat and final plat accompany it- no need for this fee (Remove)**	~~$400 + $10/lot~~	
~~Planned Unit Development final plat~~ **(Remove)**	~~$350 + $5/lot~~	
Plat Vacation	$200.00	
Preliminary plat plan	$400.00 + $10/lot	
Preliminary plat revisions **(Change)**	From $250 to $350.00 + $10/lot	
Recording fees final plat ~~(per page)~~ **(Change)**	$28.00	
Recording fees other documents **(New)**	$10.00 (1 page) $6.00 (additional page)	
Redevelopment Plan **(Change)**	Change $100 to $200	
Redevelopment Plan Amendment **(Change)**	Change $100 to $200	
~~Revision/Resubmittal (other than prelim/final plat)~~ **(Remove)**	~~$75.00~~	
Review of Letter of [FIRM] Map Revision (LOMA,LOMRF)	$50.00	
Site Plan Review	$100.00	
(Administrative)~~Small~~ Subdivision **(Word Change)**	$200.00 + $10/lot	
Sign Plan (Planning Commission Approval)**(New)**	$300.00	
~~Special Use Permit~~	**(REMOVE)** 150	
Text Amendment to zoning/subdivision code	$200.00	
Temporary Use Permit	$50.00	
Sign Permit	**Fremont**	
35 Sq. ft. or less	$40.00	
36-75 Sq. ft.	$80.00	
76-150 Sq. ft.	$150.00	
151-300 Sq. ft.	$200.00	
300 Sq. ft. or more	$300.00	
Temporary Sign	$30.00	
Zoning	**Fremont**	
Zoning Change (less than 1 acre)	$150.00	
Zoning Change (more than 1 acre)	$300.00	
Zoning Change to ~~(PUD)~~ Planned Development (Word Addition)	$500.00	
Police	**Fremont**	
Accident Report (at the window)	$5.00	
Accident Report (via mail/fax)	$6.00	
Bicycle License	$2.00	
Bicycle Return (no license) license required	$2.00	
Copy of Photo/Audio Disc	$10.00	
Criminal Records Check	$15.00	
Snow Emergency Stalled or Parked Vehicle (towing)	Market Rate	
Snow Emergency Stalled/Parked Vehicle (storage per day)	Market Rate	
False Alarm per year	**Fremont**	
1 to 3	Free	
4 to 5 (per occurrence)	$100.00	
6 or more (per occurrence)	$150.00	
Finger Prints (1 set = 2 cards)	$15.00	

Gun Permit Application	$5.00	
Incident Report (at the window)	$5.00	
Incident Report (via mail/fax)	$6.00	
UTV Registration (Non-expiring)	$25.00	
Subpoena (employee hourly rate + ~~.10¢~~ (.25c) per page copied, $10 per disc copied)	$0.25	
Public Records	**Fremont**	
Copying Fee		
Per Page (one side)	$0.25	
CD, DVD, Map	Cost	
All records that can not be produced by city photo copier	Cost	
Electronic Record (per page)	No Cost	
Facsimile transmission per page	No Cost	
Mail Or Electronic Transfer Fee	**Fremont**	
Records Search (more than 4 hrs.)	Calculated labor & benefit cost of City Employee(s) doing the search	
Electronic Page (each)	No Cost	
Administrative Fees		
Return Check/ACH Fee	$30.00	
Recording - Register of Deeds (file and release)	$10.00	
Inspection or Production Fee	**Fremont**	
Records Search (more than 4 hrs.)	Calculated labor & benefit cost of City Employee(s) doing the search	
Street Department/Public Works	**Fremont**	
Excavation/ ROW permit		
Issued Permit	$7.00	
Encroachment in the right of way in the Downtown Commercial District (moved under public works from Planning Department)		
Project valuation < or = $50.00	$5.00	
Project valuation > $50.00 < or = $200.00	$10.00	
Project valuation > $200.00 < or = $1,000.00	$15.00	
Project valuation > $1,000.00 < or = $5,000.00	$20.00	
Project valuation > $5,000.00	$30.00	
Vacation of Plat or Right-of-Way (r.o.w, street, alleys, plats & easements)	$100 + market value of right of way for street/alley vacation	
Replacement Paving	**Fremont**	
Asphalt street overlay, (minimum charge)	$150.00	
Concrete or Brick street (minimum charge)	$120.00	
Unpaved Street (minimum charge)	$40.00	
Tunneling or Undercutting is not permitted (penalty per sq. ft.)	$6.00	
Excavation (over 8 ft.)(concrete & brick)(per sq. ft.)	$4.00	
Excavation (over 8 ft.)(asphalt)(per sq. ft.)	$6.00	
Excavation Fill in (< 50 cu ft.) (per cu ft.)	$0.65	
Excavation Fill in (50 < 100 cu ft.) (per cu ft.)	$0.55	
Excavation Fill in (100 cu ft. or more) (per cu ft.)	$0.45	

Removal unfit material (per cu ft.)	$1.00	
Resaw (additional charge) (per ft. saw cut) & (per sq. ft. removal) each	$9.00	
Asphalt Driveway Replacement per Running Foot	$6.00	
Accident Damages/Sign Replacement	Bill at Replacement Cost	
Equipment	**Fremont**	
Backhoe (per hr.)	$70.00	
Compressor (per hr.)	$40.00	
Concrete Saw (per hr.)	$40.00	
Dump Truck (per hr.)	$40.00	
Grader (per hr.)	$70.00	
Loader (per hr.)	$110.00	
Message Boards (set up $50, Take down $50) Daily rent	$25.00	
Pickup (per hr.)	$25.00	
Patrols Minimum 12' Moldboard (per hr.)	$115.00	
Sign maker machine (without materials)	$10.00	
Skid Loader (per hr.)	$80.00	
Street Sweeper (per hr.)	$80.00	
Tractor (per hr.)	$50.00	
72" mower (per hr.)	$30.00	
Tractor with Batwing (per hr.)	$90.00	
Truck With 9' - 11' One way blade	$95.00	
Truck 5 yd. 2 ton capacity 10 yd. Tandem	$95.00	
Two Wheel Trailer (per hr.)	$20.00	
Water rates (bulk) (up to 5,000 gal)(additional $2 for every 1,000 over)	$10.00	
Weed Eater (per hr.)	$10.00	
Transfer Station	**Fremont**	
Appliances (each)	$13.00	
Car Tires (each)**(Change from $4.60)(Rate Change Effective 3-12-20)**	$5.00	
Classification charge	$5.00	
Licensed Haulers (per ton)($10 minimum)**(Change from $34.79)(Rate Change Effective 3-12-20)**	$35.97	
Non-Licensed Haulers (per ton)($10 minimum)**(Change from $58.79)(Rate Change Effective 3-12-20)**	$59.97	
Scale fee (weigh only)	$5.00	
Truck Tires (each)	$11.30	
Tractor Tires (each)	$20.50	
Used oil (per gal)	$0.22	
Uncovered loads (surcharge added to cost per load)	$5.00	
Yard waste (per ton) **(Changed from $27.11)(Rate Change Effective 3-12-20)**	$27.65	
Yard waste (30-54 gallon per bag)	$1.00	

Yard waste (55 gallon barrel or trash container)(each)	$1.75	
Utility Fees	**Fremont**	
New Customer Deposit Residential	$200.00	
New Customer Deposit Commercial	$500.00	
Landowner Notification (certified mail)	$15.00	
Returned Check / ACH Fee	$30.00	
Reconnection Fee (meter)	$55.00	
Reconnection Fee (cut drop)	$205.00	
Reconnection Fee (meter after hours)	$100.00	
Reconnection Fee (cut drop after hours)	$250.00	
Service (Transfer) Fee	$35.00	
Utility Bill Reprint	$1.00	
Printed Customer Account Information (per page)	$0.25	
Faxes / Electronic Records	$1.00 / $0.20	
Electrical	**Fremont**	
Developer Fee for Residential Subdivisions (Does not include Street Lighting)~~(single unit lot)~~(per residential lot)**(word change)**	$750.00	
Developer Additional Fee for Single Family Duplex, Triplex, Quadplex, etc.(per unit)	$250.00	
Developer Fee for Commercial / Industrial Lots	**price quoted upon request**	
Temporary Overhead Connection	$200.00	
Temporary Underground Connection	$150.00	
Overhead to Underground Conversion (Owner cuts trench and backfills)	$730.00	
Connection to Signs, Booths, Stands, other non-Construction connections	$200.00	
3 Phase Services	**price quoted upon request**	
Natural Gas System	**Fremont**	
New Residential Gas Service Connection Fee (per service) (<75')**(New)**	$250.00	
Gas Department will extend first 75' of Gas Service at no charge	$0.00	
Gas Department will extend first 100' of Gas Main at no charge	$0.00	
Service Line Installation 1/2 to 1" (Over 75')(per ft.)	$15.00	
Service Line Installation over 1" (Over 75')	**price quoted upon request**	
2" Main Installation (over 100') Labor Only / Does not include cost Materials)(per ft.)	$15.00	
4" Main Installation (over 100') Labor Only / Does not include cost Materials)(per ft.)	$20.00	
6" Main Installation (over 100') Labor Only / Does not include cost Materials)(per ft.)	$25.00	
Greater than 6" Main Installation (over 100')	**price quoted upon request**	
Street Lighting - Inside City Limits	**Fremont**	
Residential Street Lighting Standard Fiberglass Pole RES1	$750.00	
Residential Street Lighting Deluxe Fiberglass Pole DES1	$2,700.00	

Residential Street Lighting Custom Pole	**price quoted upon request**	
Street Lighting 1 Arm Steel Pole	$2,000.00	
Street Lighting Boulevard 2 Arm Steel Pole	$3,200.00	
Dusk to Dawn Lighting (per month) Inside City Limits	**Fremont**	
30 Foot Pole	$2.00	
35 Foot Pole	$2.25	
Lighting Fixture Style A (One time install fee of $100)	$4.75	
Lighting Fixture Style B (One time install fee of $100)	$5.25	
Lighting Fixture Style C (One time install fee of $100)	$10.00	
Lighting Fixture Style F (One time install fee of $100)	$10.50	
Lighting Fixture Style G (One time install fee of $100)	$15.50	
Street Lighting - Outside City Limits	**Fremont**	
Residential Street Lighting Standard Fiberglass Pole RES1	$850.00	
Residential Street Lighting Deluxe Fiberglass Pole DES1	$2,800.00	
Residential Street Lighting Custom Pole	**price quoted upon request**	
Street Lighting 1 Arm Steel Pole	$2,200.00	
Street Lighting Boulevard 2 Arm Steel Pole	$3,400.00	
Dusk to Dawn Lighting (per month) Outside City Limits	**Fremont**	
30 Foot Pole	$2.25	
35 Foot Pole	$2.50	
Lighting Fixture Style A (One time install fee of $100)	$5.25	
Lighting Fixture Style B (One time install fee of $100)	$5.75	
Lighting Fixture Style C (One time install fee of $100)	$10.75	
Lighting Fixture Style F (One time install fee of $100)	$11.25	
Lighting Fixture Style G (One time install fee of $100)	$16.25	
Telecommunication Services	**Fremont**	
Joint Trench Communication Conduit (Installed by City) per ft. **(New)**	$2.50	
Communication Service Drops Installed in Utility Trench**(New)**	$50.00	
Joint Trench Communication Conduit (Installed by City) per ft.	$1.25	
Communication Service Drops Installed in Utility Trench	$10 plus $0.20 / ft.	
Annual Pole Attachment Fee (per pole)	$12.00	
Pole Attachment Permit Application Fee (1-50 Poles)	$50.00	
Pole Attachment Permit Application Fee (51-100 Poles)	$80.00	
Pole Attachment Permit Application Fee (101+ Poles)	$125.00	
Utility Equipment Charges (per hour unless noted)	**Fremont**	
Pick-Up Truck (3/4 Ton or Less)	$20.00	
Pick-Up Truck (3/4 Ton or More)	$25.00	
Non Off-Road Vehicle (Mini-Van or Car)	$20.00	
Welding Truck	$30.00	
Flatbed Truck / Winch Truck	$45.00	
Single Axle Dump Truck	$45.00	
35' Bucket Truck	$40.00	
40' Bucket Truck	$45.00	

42' Bucket Truck	$60.00
55' Bucket Truck	$65.00
77' Bucket Truck	$85.00
24' Backyard Digger Derrick	$35.00
40' Backyard Bucket	$40.00
44' Backyard Digger Derrick	$50.00
58' Backyard Bucket	$65.00
47' Digger Derrick Truck	$75.00
60' Digger Derrick Truck	$85.00
110' Tandem Axle Crane	$75.00
Clamshell Loader Truck	$55.00
Jet Truck	$85.00
Boom Truck	$110.00
Trencher	$25.00
Single Spool Wire Tensioner	$40.00
Backhoe	$40.00
Mini Excavator	$35.00
Tractor with Bucket	$25.00
Hydraulic Trailer	$20.00
General Trailer	$8.00
Generator (<5 kw)	$5.00
Generator (>5 <20 kw)	$15.00
Generator (>20 kw)	$25.00
Air Compressor	$20.00
Portable Welder	$15.00
Fuser	$15.00
Forklift	$15.00
Telehandler	$50.00
Hole Hog	$20.00
Pavement / Concrete Breaker	$40.00
Pump (<1-1/2")	$10.00
Pump (>1-1/2")	$15.00
Power Arm / Valve Turner	$20.00
Concrete Saw	$10.00
Shoring Box (per set up)	$100.00
Tree Grinder (by apt only)	$600.00
Vacuum Trailer (per hr.)	$45.00
Water / Sewer	**Fremont**
Meter Fee	
5/8"	$225.00
1"	$460.00
1 1/2"	$765.00
2"	$955.00
3"	$2,705.00

4"	$2,595.00
6"	$3,255.00
8"	$3,520.00
10"	$3,820.00
12"	$5,005.00
14"	$5,780.00
Large Water Tap Installation Fee (Contractor Excavates and Backfills)	**Fremont**
4x4	$1,340.00
6x4	$1,350.00
8x4	$1,365.00
10x4	$1,440.00
12x4	$1,490.00
14x4	$1,600.00
16x4	$1,750.00
20x4	$1,840.00
6x6	$1,475.00
8x6	$1,500.00
10x6	$1,575.00
12x6	$1,650.00
14x6	$1,750.00
16x6	$1,950.00
20x6	$2,075.00
8x8	$1,850.00
10x8	$1,900.00
12x8	$2,025.00
14x8	$2,140.00
16x8	$2,260.00
20x8	$2,630.00
10x10	$2,510.00
12x10	$2,530.00
14x10	$2,600.00
16x10	$2,740.00
20x10	$3,025.00
12x12	$2,875.00
14x12	$2,900.00
16x12	$3,000.00
20x12	$3,000.00
Small Water Tap Installation Fee	**Fremont**
3/4" (Plumber Supplies Flare Top Corp)	$125.00
1" (Plumber Supplies Flare Top Corp)	$125.00
1-1/2" (Plumber Supplies Flare Top Corp and Saddle)	$125.00
2" (Plumber Supplies Flare Top Corp and Saddle)	$125.00
Small Water Tap Installation Fee (outside city)	**Fremont**

3/4" (Plumber Supplies Flare Top Corp)	$150.00	
1" (Plumber Supplies Flare Top Corp)	$150.00	
1-1/2" (Plumber Supplies Flare Top Corp and Saddle)	$150.00	
2" (Plumber Supplies Flare Top Corp and Saddle)	$150.00	
Water Sewer Permit Fees (repair old)	**Fremont**	
Inside City Limits	$40.00	
Outside City Limits	$50.00	
Water Sewer Permit Fees (new construction)	**Fremont**	
Inside City Limits	$60.00	
Outside City Limits	$70.00	
Service Call Fees - working day	**Fremont**	
Restore Service	$90.00	
Water Service Blowout Fee	$200.00	
Frozen Meter 5/8"	$40.00	
Frozen Meter 3/4"	$55.00	
Frozen Meter 1"	$90.00	
Frozen Meter 1-1/2" or Larger	$150.00	
Private Hydrant Check	$100.00	
Smoke Test	$30.00	
Service Call Fees - after hours	**Fremont**	
Restore Service	$100.00	
Water Service Blowout Fee	$250.00	
Frozen Meter 5/8"	$90.00	
Frozen Meter 3/4"	$100.00	
Frozen Meter 1"	$140.00	
Frozen Meter 1-1/2" or Larger	at cost	
Fire lines (One Time Charge in Addition to Tap Fee)	**Fremont**	
1-1/2"	$100.00	
2"	$100.00	
3"	$180.00	
4"	$450.00	
6"	$850.00	
8"	$1,100.00	
10"	$1,500.00	
12"	$1,800.00	
Fire Hydrant Flow Test Fee	$250.00	
Compost Fee	**Fremont**	
Pick-Up / Single Axle Trailer	$10.00	
All Other Trucks / Trailers (per bucket load)	$10.00	
Sludge Fee (per 1000 Gallons)	**Fremont**	
Septic's	$25.00	
Other Systems	$25.00	

RESOLUTION NO. 2020-034

A Resolution of the City Council of the City of Fremont, Nebraska to approve the changes to the Master Fee Schedule for the City of Fremont and to authorize Staff to assess those fees accordingly to the users of those services.

WHEREAS, A review of the Master Fee Schedule has been completed by all City departments; and,

WHEREAS, The updated fees have been listed in the Master Fee Schedule and shall be utilized by City personnel when assessing cost to services rendered and permits to be issued; and,

WHEREAS, The Master Fee Schedule shall be evaluated annually for additions, corrections, increases or decreases in fees.

NOW THEREFORE BE IT RESOLVED:

That the Mayor and City Council hereby approve the Master Fee Schedule and direct staff to collect those fees for permits and services provided.

PASSED AND APPROVED THIS 11th DAY OF FEBRUARY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

Fremont Fee Schedule 2018-2019	Fremont
Airport Hanger	
45' X 21' (monthly)	$181.50
56' X 16' (monthly)	$363.00
60' X17' (monthly)	$363.00
Crop Duster Permit	$1,200.00
Hangar P-1	$250.00
Hangar P-2	$580.00
Aquatics	**Fremont**
Ronin Pool	
Daily Admissions Age (5 yrs. & under)	Free
Daily Admissions Age (6 yrs. to 17 yrs.)	$4.00
Daily Admissions Ages (18 yrs. to 54 yrs.)	$4.00
Daily Admissions Ages (55 +)	$4.00
Family Pass (up to 5 people, each additional $10.00)	$125.00
Season Pass Youth/Senior +55	$70.00
Season Pass Adult	$70.00
Coupon Book (10 swims)	$40.00
Private Pool Rental per hour (2) hr. min	$150.00
Splash Station	**Fremont**
Concessions	% of sales
Daily Admission Age (4 & under)	Free
Daily Admission Age (5 yrs. to 17 yrs.)	$6.00
Daily Admission Age (18 yrs. to 54 yrs.)	$6.00
Daily Admission Age (55 yrs. & older)	$6.00
Family of 6-Day Pass	$30.00
Coupon Book (10) Swims	$55.00
Youth Season	$80.00
Adult Season	$80.00
Sr Adult 55+ Season	$80.00
Kinder Swim (per session) = 5 lessons 30 mins each	$30.00
Learn to swim (per session)= 8 lessons 35 mins each	$40.00
Private swimming lessons (per lesson) 30 mins each	$15.00
Family Pass (up to 5 people, each additional $20.00)	$225.00
Private Pool Rental (per hour)	$400.00
Cemetery (Ridge)	**Fremont**
GRAVE OPENINGS	
Grave opening/closing-weekday	$610.00
Grave opening-Sat. prior to 11am	$765.00
Baby grave opening/closing weekday	$325.00
Baby grave opening-Sat. prior to 11am	$400.00
Cremation grave opening/closing-weekday	$300.00
Cremation grave opening-Sat. prior to 11am	$410.00
Niche price-includes first opening/closing & engraving	$1,250.00

Niche opening/closing second burial-weekday	$135.00
Niche opening second burial-Sat. prior to 11am	$170.00
Niche engraving second burial	$140.00
ADDITIONAL & LATE FEES	**Fremont**
Less than 48 hours notice for grave opening	$170.00
Winter grave opening (Dec, Jan, Feb)	$55.00
Penalty fee for every 15 min late after 11am on Sat	$80.00
Right of Burial 8'	$515.00
Right of Burial 10'	$590.00
DISENTERNMENT/REINTERNMENT FEES	**Fremont**
Disinterment	$960.00
Reinternment	$610.00
Disinterment Infant	$440.00
LOT PRICES	**Fremont**
Eight Foot Grave	$515.00
Ten Foot Grave	$590.00
Transfer of Deed (two outside parties)	$75.00
MARKER/MONUMENT SETTING/MAINTENANCE FEES	**Fremont**
Markers or Slants Single	$25.00
Markers or Slants Double	$50.00
Monuments - Singles & Doubles	**Fremont**
Base Length:	
Under 4'	$50.00
4'-4'11"	$75.00
5'-5'11"	$100.00
6'-6'11"	$125.00
7'-7'11"	$150.00
8' & Over	$200.00
City Clerk (also see public records)	**Fremont**
Bungee jumping permit	$100.00
Crowed event clean up fee (city council required approval)	$500.00
Cds, dvds, maps and records any public records which cannot be reproduced by the City's photocopying equipment	Cost
Computer generated printout (per page)	$0.25
Construction/Demolition Obstruction Permit (30 days)	$100.00
Copying fees (per page one side)	$0.25
Electronic records (per page)	$0.25
Facsimile transmission (per page)	$1.00
No Trespassing/Parking application fee	$55.00
Reserved Parking (per stall)	$0.50
Removal of (No Trespassing/Parking) publication cost	$55.00
Trailer Camp License application fee	$10.00
Pet Licensing	**Fremont**

Animal avocation inspection	$100.00
Animal avocation inspection (annually)	$50.00
Dangerous Animal (harboring)(fine)(per day)	$100.00
Duplicate Tag	$1.00
Delinquent Tag (after Feb 1st) additional	$5.00
Failure to display tags (fine)	$10.00
Feral cat colony caretaker application	$25.00
Feral cat colony caretaker inspection (biennially)	$25.00
License Neutered/spayed animal	$10.00
License Un-neutered/spayed animal	$15.00
Outside Agencies Fees for issuing Pet License	$1.00
Community Centers	**Fremont**
Auditorium (Regular Rate)	
Deposit (small rooms)	$100.00
Deposit (large venue)	$250.00
Deposit Commercial	$350.00
Regular Rate (week days M-Th) (per day)	$275.00
Regular Rate (weekend Fri- Sun) (per day)	$375.00
Kitchen (week days M-Th) (per day)	$40.00
Kitchen (weekend Fri-Sun) (per day)	$55.00
Community Room (week days M-Th) (per day)	$65.00
Community Room (weekend Fri-Sun) (per day)	$85.00
Auditorium Commercial	**Fremont**
Commercial Rate (per day)	$450.00
Kitchen (per day)	$60.00
Community Room (per day)	$90.00
Christensen Field (Regular Rate)	**Fremont**
Craft show table rental fee	$35.00
Main Arena (Mon-Th)(per day)	$365.00
Main Arena (Fri-Sun)(per day)	$490.00
Main Arena Kitchen (Mon-Th)(per day)	$40.00
Main Arena Kitchen (Fri-Sun)(per day)	$55.00
Meeting Room (Mon-Th)(per day)	$70.00
Meeting Room (Fri-Sun)(per day)	$90.00
Friendship Center Kitchen (Mon -Th)(per day)	$40.00
Friendship Center Kitchen (Fri-Sun)(per day)	$55.00
Friendship Center (Mon-Th)(per day)	$260.00
Friendship Center (Fri-Sun)(per day)	$345.00
Indoor Horse Arena (Mon-Th)(per day)	$225.00
Indoor Horse Arena (Fri-Sun)(per day)	$275.00
I.A. Kitchen (Mon-Th) (per day)	$35.00
I.A. Kitchen (Fri-Sun)(per day)	$50.00
Stage (per day)	$60.00
Short Stage (per day)	$30.00

Outdoor Arena (Mon-Th)(per day)	$125.00
Outdoor Arena (Fri-Sun)(per day)	$150.00
Enclosed Barn (Mon-Th)(per day)	$75.00
Enclosed Barn (Fri-Sun)(per day)	$100.00
Horse Stalls (per day)	$15.00
Camping (per day)	$20.00
Heat *(determined by usage)*	Varies
Christensen Field (Commercial Rate)	**Fremont**
Main Arena (per day)	$560.00
Main Arena Kitchen (per day)	$55.00
Meeting Room (per day)	$90.00
Friendship Center Kitchen (per day)	$55.00
Friendship Center (per day)	$425.00
Indoor Horse Arena (Mon-Th)(per day)	$325.00
I.A. Kitchen (per day)	$40.00
Stage (per day)	$60.00
Short Stage (per day)	$30.00
Outdoor Arena (per day)	$225.00
PA System	$30.00
Holidays (1.5 X) Regular and Commercial Rate	Varies
Community Development	**Fremont**
Building Department Registrations	**Fremont**
Asphalt and Concrete work license	$25.00
Contractor Registration	$50.00
First Class Arborist Renewal	$35.00
First Class Arborist (New)	$55.00
First Class Arborist (Expired)	$45.00
Forestry Reciprocity license	$20.00
Second Class Arborist Renewal	$35.00
Second Class Arborist (New)	$55.00
Second Class Arborist (Expired)	$25.00
Concrete Worker (per year)	$20.00
Electrical Master (Examination)	$275.00
Electrical Master Registration (Initial)	$75.00
Electrical Apprentice (per year)	$30.00
Electrical Journeyman (Examination)	$275.00
Electrical Journeyman (per year)	$30.00
Mechanical Master (initial)	$75.00
Mechanical Tradesmen (per year)	$30.00
Mechanical Apprentice (per year)	$30.00
Plumber Master (Initial)	$75.00
Plumber Journeyman (per year)	$30.00
Plumber Apprentice (per year)	$30.00
Renewal Registration (per year)	$30.00

Wastewater Treatment Professional (onsite) Septic (per year)	$75.00
Water Conditioning Contractor/Installer (per year)	$30.00
Building Permit Fee	**Fremont**
Annual Permit Fee	$1,000.00
Driveway Approach Permit	$20.00
Commercial Grading	$100.00
Park Fee	10% cost of building permit.
Permit fees for *new construction and additions* shall be based on the square footage of the proposed work. See Appendage	Varied
Permit fees for building alterations, accessory structures, decks, porches, in-ground pools, roofs, siding, windows, doors, gutters and other work not specifically stated in flat fee permit list shall be based on the total valuation of the project. See the following fee schedule:	Varied
Residential Grading (Not Applicable At This Time)	$0.00
Special Inspection Requests (Supervisor)	Hourly Rate Supervisor Requested
Other Plan Review and Inspection Related Fees	
Inspections Performed Outside of Normal Business Hours (minimum 1.5 hour charge).	$300.00
Re-inspections. a. Inspections called for are not ready, or are not readily available for inspection, b. The building address or permit is not clearly posted, c. City approved plans are not on-site, or d. Correction items have not been corrected.	$50.00
Plan Review and Inspections For Which No Fee Is Specifically Identified. (per hour)	$50.00
Sidewalk Permit	**Fremont**
1-70 Linear ft	$10.00
71-140 Linear ft	$20.00
141-210 Linear ft	$30.00
211-280 Linear ft	$40.00
Temporary Certificate of Occupancy (TCO)	$100.00
Total Valuation	**Fremont**
$1 to $1,600	$30.00
$1,601 to $2,000	$30 for the first $1,600; plus $1.50 for each additional $100 or fraction thereof, up to and including $2,000
$2,001 to $25,000	$36 for the first $2,000; plus $6 for each additional $1,000 or fraction thereof, up to and including $25,000
$25,001 to $50,000	$174 for the first $25,000; plus $4.50 for each additional $1,000 or fraction thereof, up to and including $50,000

$50,001 to $100,000	$286.50 for the first $50,000; plus $3 for each additional $1,000 or fraction thereof, up to and including $100,000
$100,001 to $500,000	$436.50 for the first $100,000; plus $2.55 for each additional $1,000 or fraction thereof, up to and including $500,000
$500,001 and over	$1456.50 for the first $500,000; plus $2.10 for each additional $1,000 or fraction thereof
Flat Fee Permits	
Above Ground Pool	$30.00
Accessory Structure Demolition	$100.00
Building Moving Permit	$25.00
Commercial Work-Site Trailer (includes all hookups)	$100.00
Fence/Retaining Wall (0-300 Lineal Feet)	$30.00
Fence/Retaining Wall (301+ Lineal Feet)	$50.00
Footing/Foundation	$300.00
Full Demolition	$250.00
Interior Demolition	$125.00
New Mobile Home (includes all hookups)	$200.00
Septic System	$100.00
Septic System-Field Only	$50.00
Septic System-Tank Only	$50.00
Electrical Permit	**Fremont**
1-100 Amp	$30.00
101-200 Amp	$30.00
201-400 Amp	$65.00
401-600 Amp	$105.00
601-800 Amp	$145.00
801-1000 Amp	$185.00
Larger than 1001 Amp	$200.00
New Branch Circuit and Feeders	$30.00
Repair work on existing sign	$30.00
Repair/Work Existing Electrical Service	$30.00
Storm Damage Repair	$30.00
Mechanical Permit	**Fremont**
Cooling Only Replacement (includes electrical)	$30.00
Gas Piping	$30.00
Heating and Cooling Replacement (includes electrical)	$50.00
Heating Only Replacement (includes electrical)	$30.00
Mechanical Other	$30.00
Plumbing Permit	**Fremont**
Backflow Preventer/City Service Containment Device (RPZ)	$30.00
Fixture Opening	$30.00
Gas Piping	$30.00
Medical Gas Piping Openings	$30.00

Medical Gas Piping more than three openings (additional) per opening.	$10.00
Plumbing Other	$30.00
Sprinkler System	$30.00
Water Conditioner	$30.00
Water heater	$30.00
Work Performed Without A Permit Fee. penalties will be assessed:	
First Offense (plus the permit fees per the master fee schedule)	$100.00
Second Offense (plus the permit fees per the master fee schedule)	$500.00
Third Offense (general contractor loss of permits for 6 months) also includes all master registration contractors working without permit.	
Engineering	**Fremont**
Copy Fees	
8 1/2 X11 (black & white)	$0.25
8 1/2 X11 (color)	$0.25
11X17 (black & white)	$0.25
11X17 (color)	$0.50
18X24 (black & white)	$2.00
18X24 (color)	$4.00
24X36 (black &white)	$3.00
24X36 (color)	$6.00
30X42 (black &white(	$4.50
30X42 (color)	$9.00
36X48 (black &white)	$6.00
36X48 (color)	$12.00
Maps	**Fremont**
Black & White	$6.00
Color	$12.00
Fire Department	**Fremont**
EMS	
Basic Life Saving Emergent	$671.00
Advanced Life Support 1	$805.00
Advanced Life Support 2	$1,008.00
Advance Life Support Non-Transport	$242.00
Advance Life Support Intercept	$175.00
Mileage (per mile)	$15.26
Ambulance Standby (min 2 personnel)(per hr.)	$40.00
Ambulance Standby Equipment (per hr.)	$20.00
Fire	**Fremont**
Engine (per unit per hr.)	$500.00
Aerial/Ladder Truck (per unit per hr.)	$750.00

Heavy Rescue (per unit per hr.)	$250.00
Command Vehicle (per unit per hr.)	$100.00
Utility Truck (per unit per hr.)	$200.00
Ambulance (per unit per hr.)	$100.00
Mileage (per mile per vehicle)	$8.00
Equipment Use	**Fremont**
Absorbent Material (per bag)	$5.00
Air Bags	$50.00
Class A Foam (Per five gallons)	$95.00
Class AFFF Foam (Per five gallons)	$165.00
Cribbing Blocks	$10.00
Hand Tools/Shovels	$10.00
Jaw of Life	$250.00
Power Saw	$75.00
Salvage Covers (each)	$60.00
Vehicle Stabilization Struts	$75.00
Ventilation Fan	$50.00
Library	**Fremont**
Damaged/Lost Materials (additional $6 processing fee)(per item)	Varies
Genealogy Research Flat Rate (30 mins)	$5.00
Genealogy Research over 30 mins (per hr.)	$15.00
Genealogy emailed image	$0.10
Genealogy hard copy (each) (additional postage)	$0.20
3D Printing ($1.00 min fee) +	$2.00 set up $.10 per gram filament
Kindle Replacement	$80.00
Printing Color Copy (each)	$0.50
Printing Black/White (each)	$0.10
Printing Black/White from Microfilm (each)	$0.20
Wi-Fi___33 Hotspot Replacement	$50.00
Library Card	**Fremont**
Replacement Library Card	$1.00
Non-Resident Library Card (1) year	$35.00
Non-Resident Library Card (6) months	$20.00
Non-Resident Library Card (3) months	$15.00
Interlibrary Loan-Postage & Costs	Varies
Library Fines	**Fremont**
Account sent to Collection Agency	$10.00
Overdue Adult Book/Magazine per day	$0.15
Overdue Adult Book/Magazine Max Fine	$6.00
Overdue Children's Book/Magazine per day	$0.05
Overdue Children's Book/Magazine Max Fine	$2.00
Overdue CD per day	$0.15
Overdue CD Max Fine	$6.00

Overdue DVD per day	$0.50
Overdue DVD Max Fine	$5.00
Overdue Kindle/Wi-Fi Hotspot per day	$1.00
Overdue Kindle/Wi-Fi___33 Hotspot Max Fine	$15.00
Playaways & Music CD (per day) overdue	$0.15
Licensing Fee	**Fremont**
Adult Establishment	
Adult Establishment License Fee	$100/$50
Adult Employee License	$50/$25
Garbage Hauler	**Fremont**
Garbage Hauler Licensing Annual (per three vehicles)	$125.00
Garbage haulers (per location, per dumpster)	$7.00
Fireworks Stand Licensing Annual	
License fee (per location)	$1,500.00
License fee (On or after June 15th of calendar year)	$3,000.00
Liquor License (prorated quarterly)	**Fremont**
Class A (beer only on-site sale)	$300.00
Class B (beer only off-site sale)	$300.00
Class C (Alcohol on & off-site sale)	$900.00
Class D (Alcohol off-site sale)	$600.00
Class I (Alcohol on-site sale)	$750.00
Class K (Catering)	$200.00
Class L (Craft brewery)	$500.00
Class Y (Farm winery)	$500.00
Publication for license renewal	$10.00
Special Designated License (per day)	$50.00
Mobile Home License	**Fremont**
Three or less	$15.00
Four to twenty	$30.00
Twenty or more	$50.00
Occupancy License	**Fremont**
Occupancy License (18 yrs. & older)(per person)	$5.00
Pawn Broker License	**Fremont**
Per location (annual)	$50.00
Street Vendor License	**Fremont**
Per location (not valid for JCF Days)	$40.00
Solicitor & Peddler License	**Fremont**
Per person (30 day issuance)	$25.00
Tobacco License	**Fremont**
Annual (per location) between January 1 and June 30	$15.00
Annual (per location) after July 1 to December 31	$7.50
Wholesaler tobacco	$100.00
Towing License	**Fremont**
Towing license (per year)	$10.00

Parks & Recreation	Fremont
Batting Cage Christensen Field (2hrs)	$25.00
Park Shelter Rental	$25.00
Kids Park play (playgrounds for K-6) per child	$150.00
Tiny Tots (3-5 yrs. old)	$140.00
Little Sluggers Base Ball (4-5 yrs. old)	$40.00
Youth Base Ball (6-7 yrs. old)	$50.00
User Fees	**Fremont**
Ball field Tournament Team Fees (per team)	$9.00
Ball field Midland University	$1.00 Baseball & Softball Lease
Garden Plot (0 to 900 sq. ft.) plus ($40 deposit)	$40.00
Garden Plot (901 to 1500 sq. ft.) plus ($60 deposit)	$60.00
Garden Plot (1501 to 3000 sq. ft.) plus ($80 deposit)	$80.00
Garden Plot (<3000 sq. ft.) plus ($100 deposit)	$100.00
Fremont Express Baseball (per season)	$100.00
Fremont Nighthawks Baseball	$1,570.00
Fremont Ladyhawks Softball	$785.00
Fremont High School Soccer	$1,150.00
Fremont Family YMCA Baseball	$865.00
Fremont Soccer Club	$1050.00 (per season
Men's Slow Pitch Softball	Contracted out
Women's Slow Pitch Softball	
Men's Slow Pitch Fall League	$80.00
Tree Removal Diseased or Dying	**Fremont**
Removal of Diseased or Dying Tree	$100.00
Planning Department	**Fremont**
Administrative Plat (additional cost $10 per lot)	200 + $10/lot
Appeal/Variance	$250.00
Certificate of Historical Appropriateness	$50.00
Letter of Zoning Compliance	$50.00
Comprehensive Plan Amendment	$500.00
Conditional Use Permit	$300.00
Designation of Historic Properties	$100.00
Final Plat/Amending Plat/Re-Plat (additional cost $10.00 per lot) to be consistent with other plats	350 + $10/lot
Floodplain Development Permit	$50.00
Letter of [FIRM] Map Interpretation	$50.00
Legal Notice Mailing/Newspaper publication	$65.00
Plat Vacation	$200.00
Preliminary plat plan	$400.00 + $10/lot
Preliminary plat revisions	$350.00 + $10/lot

Recording fees final plat	$28.00
Recording fees other documents	$10.00 (1 page) $6.00 (additional page)
Redevelopment Plan	$200.00
Redevelopment Plan Amendment	$200.00
Review of Letter of [FIRM] Map Revision (LOMA,LOMRF)	$50.00
Site Plan Review	$100.00
Administrative Subdivision	$200.00 + $10/lot
Sign Plan (Planning Commission Approval)	$300.00
Text Amendment to zoning/subdivision code	$200.00
Temporary Use Permit	$50.00
Sign Permit	**Fremont**
35 Sq. ft. or less	$40.00
36-75 Sq. ft.	$80.00
76-150 Sq. ft.	$150.00
151-300 Sq. ft.	$200.00
300 Sq. ft. or more	$300.00
Temporary Sign	$30.00
Zoning	**Fremont**
Zoning Change (less than 1 acre)	$150.00
Zoning Change (more than 1 acre)	$300.00
Zoning Planned Unit Development	$500.00
Police	**Fremont**
Accident Report (at the window)	$5.00
Accident Report (via mail/fax)	$6.00
Bicycle License	$2.00
Bicycle Return (no license) license required	$2.00
Copy of Photo/Audio Disc	$10.00
Criminal Records Check	$15.00
Snow Emergency Stalled or Parked Vehicle (towing)	Market Rate
Snow Emergency Stalled/Parked Vehicle (storage per day)	Market Rate
False Alarm per year	**Fremont**
1 to 3	Free
4 to 5 (per occurrence)	$100.00
6 or more (per occurrence)	$150.00
Finger Prints (1 set = 2 cards)	$15.00
Gun Permit Application	$5.00
Incident Report (at the window)	$5.00
Incident Report (via mail/fax)	$6.00
UTV Registration (Non-expiring)	$25.00
Subpoena (employee hourly rate + .25c per page copied, $10 per disc copied)	$0.25
Public Records	**Fremont**
Copying Fee	
Per Page (one side)	$0.25

CD, DVD, Map	Cost
All records that can not be produced by city photo copier	Cost
Electronic Record (per page)	No Cost
Facsimile transmission per page	No Cost
Mail Or Electronic Transfer Fee	**Fremont**
Records Search (more than 4 hrs.)	Calculated labor & benefit cost of City Employee(s) doing the search
Electronic Page (each)	No Cost
Administrative Fees	
Return Check/ACH Fee	$30.00
Recording - Register of Deeds (file and release)	$10.00
Inspection or Production Fee	**Fremont**
Records Search (more than 4 hrs.)	Calculated labor & benefit cost of City Employee(s) doing the search
Street Department/Public Works	**Fremont**
Excavation/ ROW permit	
Issued Permit	$7.00
Encroachment in the right of way in the Downtown Commercial District	
Project valuation < or = $50.00	$5.00
Project valuation > $50.00 < or = $200.00	$10.00
Project valuation > $200.00 < or = $1,000.00	$15.00
Project valuation > $1,000.00 < or = $5,000.00	$20.00
Project valuation > $5,000.00	$30.00
Vacation of Plat or Right-of-Way (r.o.w, street, alleys, plats & easements)	$100 + market value of right of way for street/alley vacation
Replacement Paving	**Fremont**
Asphalt street overlay, (minimum charge)	$150.00
Concrete or Brick street (minimum charge)	$120.00
Unpaved Street (minimum charge)	$40.00
Tunneling or Undercutting is not permitted (penalty per sq. ft.)	$6.00
Excavation (over 8 ft.)(concrete & brick)(per sq. ft.)	$4.00
Excavation (over 8 ft.)(asphalt)(per sq. ft.)	$6.00
Excavation Fill in (< 50 cu ft.) (per cu ft.)	$0.65
Excavation Fill in (50 < 100 cu ft.) (per cu ft.)	$0.55
Excavation Fill in (100 cu ft. or more) (per cu ft.)	$0.45
Removal unfit material (per cu ft.)	$1.00
Resaw (additional charge) (per ft. saw cut) & (per sq. ft. removal) each	$9.00
Asphalt Driveway Replacement per Running Foot	$6.00
Accident Damages/Sign Replacement	Bill at Replacement Cost
Equipment	**Fremont**
Backhoe (per hr.)	$70.00
Compressor (per hr.)	$40.00
Concrete Saw (per hr.)	$40.00

Dump Truck (per hr.)	$40.00
Grader (per hr.)	$70.00
Loader (per hr.)	$110.00
Message Boards (set up $50, Take down $50) Daily rent	$25.00
Pickup (per hr.)	$25.00
Patrols Minimum 12' Moldboard (per hr.)	$115.00
Sign maker machine (without materials)	$10.00
Skid Loader (per hr.)	$80.00
Street Sweeper (per hr.)	$80.00
Tractor (per hr.)	$50.00
72" mower (per hr.)	$30.00
Tractor with Batwing (per hr.)	$90.00
Truck With 9' - 11' One way blade	$95.00
Truck 5 yd. 2 ton capacity 10 yd. Tandem	$95.00
Two Wheel Trailer (per hr.)	$20.00
Water rates (bulk) (up to 5,000 gal)(additional $2 for every 1,000 over)	$10.00
Weed Eater (per hr.)	$10.00
Transfer Station	**Fremont**
Appliances (each)	$13.00
Car Tires (each)**(Rate Change Effective 3-12-20)**	$5.00
Classification charge	$5.00
Licensed Haulers (per ton)($10 minimum)**(Rate Change Effective 3-12-20)**	$35.97
Non-Licensed Haulers (per ton)($10 minimum)**(Rate Change Effective 3-12-20)**	$59.97
Scale fee (weigh only)	$5.00
Truck Tires (each)	$11.30
Tractor Tires (each)	$20.50
Used oil (per gal)	$0.22
Uncovered loads (surcharge added to cost per load)	$5.00
Yard waste (per ton)**(Rate Change Effective 3-12-20)**	$27.65
Yard waste (30-54 gallon per bag)	$1.00
Yard waste (55 gallon barrel or trash container)(each)	$1.75
Utility Fees	**Fremont**
New Customer Deposit Residential	$200.00
New Customer Deposit Commercial	$500.00
Landowner Notification (certified mail)	$15.00
Returned Check / ACH Fee	$30.00
Reconnection Fee (meter)	$55.00
Reconnection Fee (cut drop)	$205.00
Reconnection Fee (meter after hours)	$100.00
Reconnection Fee (cut drop after hours)	$250.00
Service (Transfer) Fee	$35.00

Utility Bill Reprint	$1.00
Printed Customer Account Information (per page)	$0.25
Faxes / Electronic Records	$1.00 / $0.20
Electrical	**Fremont**
Developer Fee for Residential Subdivisions (Does not include Street Lighting)(per residential lot)	$750.00
Developer Additional Fee for Single Family Duplex, Triplex, Quadplex, etc.(per unit)	$250.00
Developer Fee for Commercial / Industrial Lots	**price quoted upon request**
Temporary Overhead Connection	$200.00
Temporary Underground Connection	$150.00
Overhead to Underground Conversion (Owner cuts trench and backfills)	$730.00
Connection to Signs, Booths, Stands, other non-Construction connections	$200.00
3 Phase Services	**price quoted upon request**
Natural Gas System	**Fremont**
New Residential Gas Service Connection Fee (per service) (<75')	$250.00
Gas Department will extend first 75' of Gas Service at no charge	$0.00
Gas Department will extend first 100' of Gas Main at no charge	$0.00
Service Line Installation 1/2 to 1" (Over 75')(per ft.)	$15.00
Service Line Installation over 1" (Over 75')	**price quoted upon request**
2" Main Installation (over 100') Labor Only / Does not include cost Materials)(per ft.)	$15.00
4" Main Installation (over 100') Labor Only / Does not include cost Materials)(per ft.)	$20.00
6" Main Installation (over 100') Labor Only / Does not include cost Materials)(per ft.)	$25.00
Greater than 6" Main Installation (over 100')	**price quoted upon request**
Street Lighting - Inside City Limits	**Fremont**
Residential Street Lighting Standard Fiberglass Pole RES1	$750.00
Residential Street Lighting Deluxe Fiberglass Pole DES1	$2,700.00
Residential Street Lighting Custom Pole	**price quoted upon request**
Street Lighting 1 Arm Steel Pole	$2,000.00
Street Lighting Boulevard 2 Arm Steel Pole	$3,200.00
Dusk to Dawn Lighting (per month) Inside City Limits	**Fremont**
30 Foot Pole	$2.00
35 Foot Pole	$2.25
Lighting Fixture Style A (One time install fee of $100)	$4.75
Lighting Fixture Style B (One time install fee of $100)	$5.25
Lighting Fixture Style C (One time install fee of $100)	$10.00
Lighting Fixture Style F (One time install fee of $100)	$10.50
Lighting Fixture Style G (One time install fee of $100)	$15.50
Street Lighting - Outside City Limits	**Fremont**

Residential Street Lighting Standard Fiberglass Pole RES1	$850.00
Residential Street Lighting Deluxe Fiberglass Pole DES1	$2,800.00
Residential Street Lighting Custom Pole	**price quoted upon request**
Street Lighting 1 Arm Steel Pole	$2,200.00
Street Lighting Boulevard 2 Arm Steel Pole	$3,400.00
Dusk to Dawn Lighting (per month) Outside City Limits	**Fremont**
30 Foot Pole	$2.25
35 Foot Pole	$2.50
Lighting Fixture Style A (One time install fee of $100)	$5.25
Lighting Fixture Style B (One time install fee of $100)	$5.75
Lighting Fixture Style C (One time install fee of $100)	$10.75
Lighting Fixture Style F (One time install fee of $100)	$11.25
Lighting Fixture Style G (One time install fee of $100)	$16.25
Telecommunication Services	**Fremont**
Joint Trench Communication Conduit (Installed by City) per ft.	$2.50
Communication Service Drops Installed in Utility Trench	$50.00
Joint Trench Communication Conduit (Installed by City) per ft.	$1.25
Communication Service Drops Installed in Utility Trench	$10 plus $0.20 / ft.
Annual Pole Attachment Fee (per pole)	$12.00
Pole Attachment Permit Application Fee (1-50 Poles)	$50.00
Pole Attachment Permit Application Fee (51-100 Poles)	$80.00
Pole Attachment Permit Application Fee (101+ Poles)	$125.00
Utility Equipment Charges (per hour unless noted)	**Fremont**
Pick-Up Truck (3/4 Ton or Less)	$20.00
Pick-Up Truck (3/4 Ton or More)	$25.00
Non Off-Road Vehicle (Mini-Van or Car)	$20.00
Welding Truck	$30.00
Flatbed Truck / Winch Truck	$45.00
Single Axle Dump Truck	$45.00
35' Bucket Truck	$40.00
40' Bucket Truck	$45.00
42' Bucket Truck	$60.00
55' Bucket Truck	$65.00
77' Bucket Truck	$85.00
24' Backyard Digger Derrick	$35.00
40' Backyard Bucket	$40.00
44' Backyard Digger Derrick	$50.00
58' Backyard Bucket	$65.00
47' Digger Derrick Truck	$75.00
60' Digger Derrick Truck	$85.00
110' Tandem Axle Crane	$75.00
Clamshell Loader Truck	$55.00
Jet Truck	$85.00
Boom Truck	$110.00

Trencher	$25.00
Single Spool Wire Tensioner	$40.00
Backhoe	$40.00
Mini Excavator	$35.00
Tractor with Bucket	$25.00
Hydraulic Trailer	$20.00
General Trailer	$8.00
Generator (<5 kw)	$5.00
Generator (>5 <20 kw)	$15.00
Generator (>20 kw)	$25.00
Air Compressor	$20.00
Portable Welder	$15.00
Fuser	$15.00
Forklift	$15.00
Telehandler	$50.00
Hole Hog	$20.00
Pavement / Concrete Breaker	$40.00
Pump (<1-1/2")	$10.00
Pump (>1-1/2")	$15.00
Power Arm / Valve Turner	$20.00
Concrete Saw	$10.00
Shoring Box (per set up)	$100.00
Tree Grinder (by apt only)	$600.00
Vacuum Trailer (per hr.)	$45.00
Water / Sewer	**Fremont**
Meter Fee	
5/8"	$225.00
1"	$460.00
1 1/2"	$765.00
2"	$955.00
3"	$2,705.00
4"	$2,595.00
6"	$3,255.00
8"	$3,520.00
10"	$3,820.00
12"	$5,005.00
14"	$5,780.00
Large Water Tap Installation Fee (Contractor Excavates and Backfills)	**Fremont**
4x4	$1,340.00
6x4	$1,350.00
8x4	$1,365.00
10x4	$1,440.00
12x4	$1,490.00

14x4	$1,600.00
16x4	$1,750.00
20x4	$1,840.00
6x6	$1,475.00
8x6	$1,500.00
10x6	$1,575.00
12x6	$1,650.00
14x6	$1,750.00
16x6	$1,950.00
20x6	$2,075.00
8x8	$1,850.00
10x8	$1,900.00
12x8	$2,025.00
14x8	$2,140.00
16x8	$2,260.00
20x8	$2,630.00
10x10	$2,510.00
12x10	$2,530.00
14x10	$2,600.00
16x10	$2,740.00
20x10	$3,025.00
12x12	$2,875.00
14x12	$2,900.00
16x12	$3,000.00
20x12	$3,000.00
Small Water Tap Installation Fee	**Fremont**
3/4" (Plumber Supplies Flare Top Corp)	$125.00
1" (Plumber Supplies Flare Top Corp)	$125.00
1-1/2" (Plumber Supplies Flare Top Corp and Saddle)	$125.00
2" (Plumber Supplies Flare Top Corp and Saddle)	$125.00
Small Water Tap Installation Fee (outside city)	**Fremont**
3/4" (Plumber Supplies Flare Top Corp)	$150.00
1" (Plumber Supplies Flare Top Corp)	$150.00
1-1/2" (Plumber Supplies Flare Top Corp and Saddle)	$150.00
2" (Plumber Supplies Flare Top Corp and Saddle)	$150.00
Water Sewer Permit Fees (repair old)	**Fremont**
Inside City Limits	$40.00
Outside City Limits	$50.00
Water Sewer Permit Fees (new construction)	**Fremont**
Inside City Limits	$60.00
Outside City Limits	$70.00
Service Call Fees - working day	**Fremont**
Restore Service	$90.00
Water Service Blowout Fee	$200.00

Frozen Meter 5/8"	$40.00
Frozen Meter 3/4"	$55.00
Frozen Meter 1"	$90.00
Frozen Meter 1-1/2" or Larger	$150.00
Private Hydrant Check	$100.00
Smoke Test	$30.00
Service Call Fees - after hours	**Fremont**
Restore Service	$100.00
Water Service Blowout Fee	$250.00
Frozen Meter 5/8"	$90.00
Frozen Meter 3/4"	$100.00
Frozen Meter 1"	$140.00
Frozen Meter 1-1/2" or Larger	at cost
Fire lines (One Time Charge in Addition to Tap Fee)	**Fremont**
1-1/2"	$100.00
2"	$100.00
3"	$180.00
4"	$450.00
6"	$850.00
8"	$1,100.00
10"	$1,500.00
12"	$1,800.00
Fire Hydrant Flow Test Fee	$250.00
Compost Fee	**Fremont**
Pick-Up / Single Axle Trailer	$10.00
All Other Trucks / Trailers (per bucket load)	$10.00
Sludge Fee (per 1000 Gallons)	**Fremont**
Septic's	$25.00
Other Systems	$25.00

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

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

DATE: February 11, 2020

SUBJECT: Bell Street Asphalt Overlay Project

Recommendation:	Approve Resolution 2020-035 to Award Contract to CONSTRUCTORS, INC.

Background:

On December 18 at 2:00 p.m., bids were accepted and opened proposals for the Bell Street Asphalt Overlay Project. Six (6) interested contractors inquired about the project and three (3) bids received. The Bell Street Asphalt Overlay project consists of all equipment, labor, tools, and materials necessary to mill and overlay two inches (2") asphalt, work incudes curb ramps, adjusting manholes, valves and replacement of vehicle loop detectors starting from Linden to 23rd Street in the City of Fremont, Nebraska.

This item was approved by the Utilities and Infrastructure Board at their January 28th meeting by a 4-0 vote.

Fiscal Impact:

CONSTRUCTORS, INC. of Lincoln, Nebraska was the lowest bid amount of $664,408.17 with the funds coming out of the Street Fund.

CITY OF FREMONT NEBRASKA

400 East Military Avenue ♦ Fremont, NE 68025-5141

BID TABULATION

PROJECT: Bell Street Asphalt Overlay; P-181-19

LOCATION: Fremont, Nebraska

BID DATE: Wednesday, December 18, 2019

TIME: 2:00 p.m.

BIDDER	BID	Anticipated Start Date	Bond / Certified Check
Constructors Inc.	$664,408.17	May 1, 2020	☒
Omni Engineering	$759,990.25	May 1, 2020	☒
Pavers Inc.	$675,759.63	June 1, 2020	☒
			☐
			☐
			☐
			☐
			☐
ENGINEER'S ESTIMATE =	**$670,000.00**		

RESOLUTION NO. 2020-035

A Resolution of the City Council of the City of Fremont, Nebraska accepting and awarding the bid to CONSTRUCTORS, INC. for the construction of the Bell Street Asphalt Overly project location on Bell Street between Linden Avenue and 23rd Street in Fremont, Nebraska.

WHEREAS, Sealed bids were publically opened, read and tabulated in the Council Chambers on the 18th day of December 2019 at the hour of 2:00 pm; and

WHEREAS, The Public Work Director and Civil Engineer reviewed the bids received and recommended that the bid of CONSTRUCTORS, INC. be accepted as the lowest bid for the Bell Street Asphalt Overly project.

NOW THEREFORE BE IT RESOLVED:
That the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board (by a vote of 4-0 at the January 28, 2020 meeting) to approve the award of the Bell Street Asphalt Overly project in the amount of $664,408.17 to CONSTRUCTORS, INC.

PASSED AND APPROVED THIS 11TH DAY OF FEBRUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL /
Utility and Infrastructure Board

FROM: Nicholas Brand, Director of Information Systems

DATE: February 11, 2020

SUBJECT: Upgrade Broadband Internet access and add additional static IP addresses

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Recommendation: Approve Resolution 2020-036 to accept proposal from Great Plains Communications

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Background: Project consists of the monthly service charges to upgrade our internet bandwidth to 100Mbps/100Mbps with 10 usable static IP addresses from our current 10Mbps/10Mbps with 6 usable static IP addresses. This is to accommodate network redundancy in regards to cloud services, increased network usage, and public safety software\systems.

Fiscal Impact: Current cost is $1,826.00 annually for our current service with Great Plains. The new service is an increase of $130.00 annually for an estimated total cost for the Upgrade Broadband Internet access and additional IP addresses at the city municipal building of $1,956.00 annually to be split between the City and DU. This was budgeted for in our current 2 year budget.

Great Plains Communications
1600 Great Plains Centre
P.O. Box 500
Blair, NE 68008
Phone: 1.888.343.8014

SERVICE ORDER

ORDER DETAILS	
Customer	**CITY OF FREMONT**
Service Term	**36 months**
Z- Location (service address)	**3000 East First, Fremont, NE 68025**
A-Location (if applicable):	**, , ,**

SERVICES

Product	Qty	Price	Description	Total Price
Standard Internet Access - 100x100Mbps	1	$100.00		$100.00
IP Address (FREE)	1	$0.00		$0.00
IP Address	9	$7.00		$63.00

CHARGES	
Monthly Recurring Charge:	**$163.00**
Installation Charge:	**$0.00**
Construction Charge:	**$0.00**
NOTE: all prices are before applicable taxes, fees, and surcharges.	

SPECIAL TERMS AND CONDITIONS

Installation: Estimated 90 days. Standard installation included in installation charge. Any after-hours installation (before 7am or after 7pm) or expedited installation, if requested by Customer, may incur special installation fees.

GENERAL TERMS AND CONDITIONS

This order is entered between the Great Plain's affiliate listed below ("Provider") and the undersigned Customer. The services, terms, charges, and other details agreed to between the parties are set forth above. This order is further subject to and governed by Provider's standard service agreement for business customers, available upon request. This order is subject to availability and will only become binding upon acceptance by Provider. Customer acknowledges it has read and understands the terms and conditions of this order.

SIGNATURE - Each party duly executes this order, intending to be legally bound.	
Customer: CITY OF FREMONT	Provider: Netlink LLC
Sign:	Sign:
Print:	Print: Mike Tjepkes
Title:	Title: Strategic Account Manager
Date:	Date:

SERVICE AGREEMENT

1. **Applicability.** This Service Agreement ("Agreement") governs the services provided by Great Plains Communications LLC or its applicable affiliate ("Provider") to the party purchasing services ("Customer"). By accepting service from Provider, Customer accepts the terms set forth in this Agreement as a binding agreement between Provider and Customer, without modification.

2. **Purpose; Additional Terms.** This Agreement establishes general terms, conditions, and a framework for Customer to purchase and use services from Provider. This Agreement may be supplemented by Provider with additional terms and conditions agreed upon by the parties, including applicable service schedules, and including specific terms and conditions stated in an order.

3. **Services.** Provider will provide Customer the services set forth in a service order executed by both parties. Part or all of the services may be provided by an affiliate of Provider. Additional services (including additional lines, features, IP addresses, cross connections, splicing, special building access, demarcation extensions, special equipment, or certifications), if available and requested, may incur additional charges.

4. **Charges; Billing; Payment; Taxes; Assurance.**

4.1. **Charges.** Customer will pay Provider the charges set forth in the order, which may include monthly recurring charges ("MRC"), non-recurring charges ("NRC") including installation charges, or any additional specific charges applicable to the ordered service, including construction charges. Additional charges may also be described in the applicable service schedules.

4.2. **Billing.** Billing of MRC will commence at the start of the service term. Billing of NRC will occur upon or prior to the start of the service term (construction charges billed upon placement of order). A monthly statement of the amount due will be provided to Customer.

4.3. **Payment; Late Fee.** Customer will pay the amount due to Provider by the Payment Date shown on the statement. Any payment received after the Payment Date will be subject to a late fee, which will be the greater of 1.5% of the amount due or $10. If payment is not received within 30 days of the Payment Date, Customer will be considered in default, and Provider may suspend or terminate the services immediately. Upon any suspension or termination, Provider may require Customer to pay all past-due amounts and a reconnection fee.

4.4. **Taxes.** Except for taxes based on Provider's net income, Customer is responsible for all taxes and surcharges applicable to the services purchased by Customer. Provider will compute, bill, and collect from Customer all applicable taxes and surcharges and remit to the appropriate authority. Customer must present a valid exemption certificate if Customer is exempt from any tax or surcharge.

4.5. **Assurance.** Provider may require a reasonable deposit or other assurance if Customer fails to pay. Provider may use deposits to cover unpaid amounts. Upon full payment and closure of Customer's account, remainders of deposits will be returned to Customer.

5. **Term and Termination.**

5.1. **Term.** Each service will commence upon installation and remain in effect for the term specified in the order. Thereafter, the service will automatically renew on a month-to-month basis until terminated by either party upon 30 days written notice. Provider may deem the service term commenced if Customer unreasonably refuses or delays installation.

5.2. **Early Termination.** Customer will pay Provider an early termination fee ("ETF") if any service is cancelled or terminated before the expiration of the service term for any reason other than breach thereof by Provider. The ETF will equal 100% of the remaining MRC to be paid in the service term, plus any unpaid NRC. Customer acknowledges the actual damages from an early termination would be difficult to ascertain, and the ETF is a genuine estimate of actual damages Provider will suffer and is not a penalty.

6. **Use of Service.** Customer must abide by Provider's Acceptable Use Policy, found at https://www.gpcom.com/terms. Customer may only use the services for lawful purposes. Customer may not resell, share, trade, or in any way provide the services to any other customer. Customer will be responsible for all content transmitted by Customer or others using Customer's service.

7. **Access; Equipment.** Customer grants Provider a permanent easement on the property to install, maintain, and operate facilities necessary to provide the service. If Customer is not the owner of the property, Customer warrants it has lawful authority from the owner to allow Provider such access. If Customer fails to provide necessary access to the property, Provider may cancel the order and bill the ETF. Customer must provide access to and appropriate and safe space for the equipment. Customer will be responsible for damage to Provider's equipment due to Customer's negligence or willful conduct. All equipment placed on site by Provider will remain the property of Provider. Provider will not be responsible for any equipment or services furnished by Customer.

8. **Limitation of Liability.** Neither party will be liable to the other for any indirect, special, punitive, reliance, or consequential damages (including lost profits or lost data) of any kind arising from or related to this Agreement, the services, or performance of obligations hereunder. Provider's liability hereunder will not exceed the total amount paid by Customer for the service to which the claim pertains in the 12-month period preceding the event giving rise to the claim.

9. **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED HEREIN OR IN ANY SERVICE SCHEDULE, SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SERVICE WILL BE ERROR-FREE, VIRUS-FREE, SECURE, OR WITHOUT INTERRUPTION. NO COMMUNICATION BY PROVIDER WILL CREATE ANY SUCH WARRANTY UNLESS EXPRESSLY SIGNED BY AN OFFICER OF PROVIDER.

10. **Confidentiality.** Customer will not disclose the prices, terms, and conditions expressed by Provider for 3 years after expression.

11. **Waiver.** No course of dealing will be construed as a waiver. No waiver of any breach will be deemed a waiver of any other breach.

12. **Force Majeure.** Provider will not be liable for any delay, interruption, or failure due to causes beyond its reasonable control.

13. **Governing Law; Severability; Change of Law; Jury Trial Waiver.** This Agreement is governed by the laws of the State of Nebraska, without regard to its choice of law provisions. If any provision is held to be invalid or unenforceable under applicable law, such provision will only be ineffective to the extent of such invalidity or unenforceability, without affecting the remainder. In the event Provider is prohibited from providing service or required to change the service by any law, the parties will in good faith modify this Agreement or the affected order to comply with such law, including adjusting rates for increased costs; if no such modification is agreeable, either party may terminate the affected service without further liability. TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER AND CUSTOMER EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY FOR DISPUTES ARISING OUT OF THIS AGREEMENT.

14. **Assignment.** Customer may not assign the services without prior written consent from Provider, not unreasonably withheld. Provider may assign the services without notice or consent. The services are binding upon the successors, assigns, heirs of the parties.

15. **Amendment.** This Agreement and any order may only be modified by a duly executed written amendment or change order.

16. **Entire Agreement; Execution.** This Agreement sets forth the entire understanding of the parties pertaining to the services provided by Provider. This Agreement and any order may be executed in counterparts, signed and delivered physically or digitally.

ACCOUNT INFORMATION

Please review, verify, and complete the following information to assist Great Plains in creating your account.

GENERAL INFORMATION
Business Name: CITY OF FREMONT
Business Type: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other *(specify)*:
Owner/Account Holder:
Phone:
Email:
Service Address: 3000 East First, Fremont, NE 68025
Is the Service Address within city limits? ☐ Yes ☐ No
Billing Address:

EXISTING CUSTOMER INFORMATION ONLY
Current GPC Account #:
Do you prefer billing on: ☐ Combined/Single Statement ☐ Separate Statement

TAX INFORMATION	
Tax ID #:	Are you a tax-exempt business? ☐ Yes ☐ No *If yes, please provide a tax-exempt form.*

ACCOUNT PASSWORDS AND SECURITY
In order to protect customer privacy, you must authorize a CPNI Contact. Your CPNI Contact(s) will be the only person(s) allowed to discuss customer proprietary network information ("CPNI") or make service changes.
CPNI Contact:
CPNI Phone:
CPNI Email:
Account Password:
Password Hint:
In order to make payments over the phone, you must establish a personal identification number ("PIN"). Your PIN is a unique identifier that will be required to access your account through a secure payment portal. 4-digit PIN: ☐☐☐☐

TECHNICAL CONTACT
Do you have a technical contact or consultant? *If yes, please provide their contact information:*

EMAIL SETUP
Do you want a Great Plains email address (email@gpcom.net)? (Up to 10 free.) *If yes, please list desired email addresses.*

Company Address	1635 Front Street Blair, NE 68008 US	Created Date	10/3/2019
		Quote Number	00014663

Contact Information

Prepared By	Mike Tjepkes	Contact Name	Nicholas Brand
Phone	(402) 456-6454	Phone	(402) 727-2838
Email	mtjepkes@gpcom.com	Email	nicholas.brand@fremontne.gov

Service Information

Account Name	CITY OF FREMONT	Service Type	Standard Internet Access
Customer Service Address (Z)	3000 East First, Fremont, NE 68025	Bandwidth	100
		Upload	100
GPC Handoff (A Location)	, , ,	Term (Months)	36
Delivery	Fiber	Number of IP Addresses	4

Product	Sales Price	Quantity	Total Price
Standard Internet Access - 100x100Mbps	$100.00	1.00	$100.00
IP Address (FREE)	$0.00	1.00	$0.00
IP Address	$7.00	9.00	$63.00
	Total MRC		$163.00

Resolution NO. 2020-036

A Resolution of the City Council of the City of Fremont, Nebraska, to accept the contract with Great Plains Communications to upgrade broadband internet access and additional IP addresses for City online services.

NOW THEREFORE BE IT RESOLVED: That the City of Fremont authorizes the Mayor to execute “Exhibit A” of the agreement with Great Plains Communications to provide broadband internet access and additional IP addresses as provided in the contract Exhibit A.

PASSED AND APPROVED THIS 11th DAY OF FEBRUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Kim Koski, Director of Parks & Recreation
DATE: February 11, 2020
SUBJECT: John C Fremont Park Splash Pad Bid

RECOMMENDATION: Resolution 3030-037 award bid to Dostal Construction Company, Inc.

Background: A neighborhood park splash pad was budgeted in the 2019/2020 Capital Improvement Plan. John C. Fremont Park was selected for the splash pad. The features will include six (6) stream jets, six (6) arch jets and one (1) water jewel. All features will be controlled by one (1) flush-mount step activator.

The splash pad will have a total area of 1,257 square feet with a splash zone of 707 square feet. Total feature flow rate will be 67 gallons per minute with one-time use water that will drain to the sanitary sewer. The control panel allows us to set how long each cycle runs before needing to be re-activated by the foot activator. Generally, timers are set in two (2) minute intervals.

Bids were received from five (5) vendors. Bids were submitted for spray features (base bid); LED lighting and recycled water system were submitted as alternates.

Dostal Construction Company, Inc. has previously installed splash pads and park shelters for the City of Fremont. Dostal Construction Company, Inc. has listed a completion date of June 26, 2020.

Vendor	Base Bid	LED Lighting	Recycled Water System
Dostal (Aquatix)	**$ 85,300.00**	$101,424.00	No Bid
Dostal (Vortex)	$105,650.00	$117,250.00	No Bid
Crouch Recreation	$ 95,250.00	$107,500.00	No Bid
JEO Consulting	$154,300.00	$166,300.00	$306,000.00
Splash Zone	$114,841.00	$118,691.00	$131,444.00
Water Splash	$102,003.80	$120,351.30	$45,000

Fiscal Impact: $90,000.00 was budgeted for this project.

CITY OF FREMONT, NEBRASKA
BID TABLULATION SHEET
CITY CLERK'S OFFICE – 400 E MILITARY AVENUE
FREMONT, NEBRASKA 68025

Project Name: John C Fremont Park Splash Pad

Bid Received Date: Thursday, November 27, 2019

Time: 11:00am CST

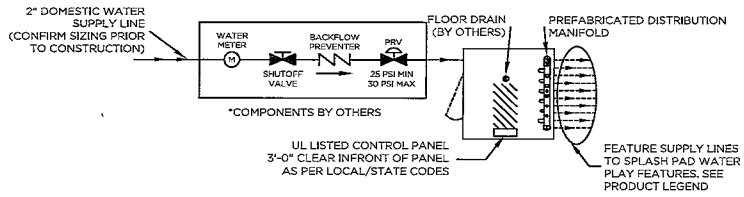
BIDDER	TOTAL BASE BID	ALTERNATE BID #1 LED Lighting	ALTERNATE BID #2 Main Feature Recycling System	ALTERNATE BID #3 Complete Recycling Water System	INCLUDES 5% BID BOND SECURITY (Y) OR (N)
1 Dostal - Aquatix	85,300 No LED	101,424 w/ LED	No Bid	No Bid	Y
2 Dostal - Vortex	105,650 No LED	117,250 w/ LED	No Bid	No Bid	Y
3 Crouch Recreation	95,250 No LED	107,500 w/ LED	No Bid	No Bid	Y
4 JEO Consulting	154,300	+ 12,000	No Bid	306,000	Y
5 Splash Zone	114,841	+ 3850	131,444	131,444	Y
6 Water Splash	102,003.80	+ 18,347.50	No Bid	+ 45,000	Y
7					
8					

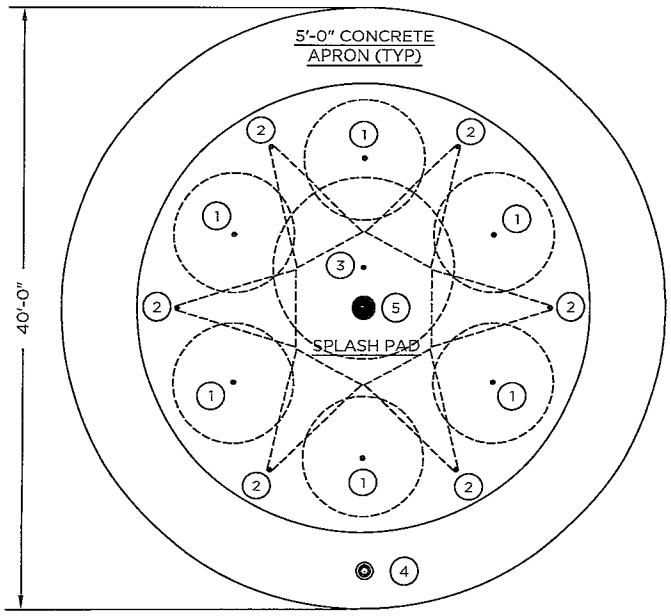
Dostal – completed By June 26, 2020
Crouch – completed By June 26, 2020
JEO – Start Date Jan 1, 2020
Splash Zone – completed May 2020
Water Splash – completed May 4, 2020

PRELIMINARY FOR BID ONLY

NOT FOR CONSTRUCTION

EQUIPMENT ROOM (BY OTHERS, NTS)
LOCATION TO BE DETERMINED





NO	PRODUCT & SPEC SHEET	QTY	GPM	LINE SIZE
1	LED STREAM JET	6	5 EA	1" EA
2	LED ARCH JET	6	5 EA	1" EA
3	LED JUNIOR WATER JEWEL	1	7	1"
4	STEP PAD ACTIVATOR	1	—	--
5	DRAIN BOX	1	—	--

NOTE:

1. ALL CONCRETE SLOPES TO BE 1/8"/FT MIN. AND 1/4"/FT MAX.
2. SITE ELEVATIONS OF SPLASH PAD AND CONCRETE APRON TO BE VERIFIED BY OTHERS. AQUATIX ELEVATION REFERENCE IS 0'-0" FOR TOP OF DRAIN BOX. ALL OTHER NOTED ELEVATIONS ARE REFERENCED FROM THAT POINT.
3. REFER TO SPEC SHEET AND INSTALLATION DRAWING FOR EACH PRODUCT.
4. ACTUAL SIZE, SHAPE, AND LOCATION OF SPLASH PAD TO BE FIELD DETERMINED BY OTHERS. ALL DIMENSIONS OF SIZE AND SHAPE OF SPLASH PAD FOR REFERENCE ONLY.
5. THE INTENT OF A SPLASH PAD IS TO BE A DRY DECK WITH NO STANDING WATER. THE WATER IS TO BE CONTAINED WITHIN THE PERIMETER OF THE SPLASH PAD AND ALL WATER IS TO DRAIN INTO THE DRAIN BOXES. THE CONCRETE IS TO BE FORMED AND SLOPED TO ACCOMMODATE THIS DRAIN PATTERN.
6. ALL TREATED SPLASH PAD WATER IS INTENDED TO REMAIN WITHIN DESIGNATED SPLASH PAD DECK. UNDER NO CIRCUMSTANCES SHOULD SLOPE OF SPLASH PAD ALLOW WATER TO DRAIN OFF PAD.
7. UNDER NO CIRCUMSTANCES SHALL THE SURROUNDING HARDSCAPE AREA BE SLOPED TO ALLOW WATER TO BE DRAINED INTO THE SPLASH PAD DECK.
8. ALL CONCRETE SURFACES TO HAVE A MEDIUM BROOM FINISH.
9. COORDINATE EXPANSION JOINT AND SAW CUT LOCATIONS WITH PLAY EQUIPMENT LOCATIONS.
10. DRAWINGS ARE FOR DESIGN/LAYOUT PURPOSES ONLY. PLEASE SEE AQUATIX BY LANDSCAPE STRUCTURES FOR INCLUDED STRUCTURES, EQUIPMENT, SERVICES, AND EXCLUSIONS.
11. ——INDICATES SPLASH ZONE.
12. SPLASH ZONES ARE APPROXIMATE. ACTUAL SPLASH ZONE MAY VARY BASED ON VARIOUS ENVIRONMENTAL CONDITIONS, FLOW RATES, SLOPE OF THE SPLASH PAD, SUBMERGENCE DEPTH AND WIND.
13. DRAWINGS ARE SCHEMATIC ONLY.
14. SUB-CUT EXCAVATION UNDER SPLASH PAD MIN. 18" FOR GRANULAR FILL.
15. CONSTRUCTION OF SPLASH PAD CONCRETE TO BE 5" THICK, 4,000 PSI CONCRETE WITH #4 BARS SPACED 12" O.C. EACH WAY OR AN EQUIVALENT WELDED WIRE MESH (EQUIVALENT MESHES INCLUDE W6 ON 4" X 4" SPACING OR W10 ON 6" X 6" SPACING. CONCRETE PAD TO HAVE REQUIRED EXPANSION JOINTS EVERY 20' X 20', SAW-CUT JOINTS EVERY 10' AND THICKEN PROFILES AT EDGE OF PAD AND AT EACH STRUCTURE/EMBED.
16. CONSTRUCTION OF 5' APRON AROUND PERIMETER OF SPLASH PAD TO BE 4" THICK, WIRE MESH REINFORCED, 3500 PSI CONCRETE. APRON TO INCLUDE EXPANSION JOIN AT PERIMETER EDGE OF SPLASH PAD AND NEEDED SAW-CUT JOINTS.
17. SCHEDULE 80 PVC TO BE UTILIZED FOR ALL SPLASH PAD MECHANICAL SYSTEM PIPING.

SPLASH PAD AREA: 707 SQ FT.
TOTAL AREA: 1257 SQ FT.
TOTAL FEATURE FLOW RATE: 67 GPM

NO.	REVISION	DATE

6500 CARLSON DRIVE
EDEN PRAIRIE, MN 55346-4125
877.425.6001
Fax 952.934.6035
Fax 952.934.6444
aquatix@landscapestructures
aquatix. by landscape structures

PROPOSAL TITLE
JOHN C. FREMONT PARK
SPLASH PAD

LOCATION
FREMONT, NE

SCALE	DRAWN	CHECKED	DWG. FILE	DATE
NOT TO SCALE				1/21/19

SHEET TITLE
PROPOSED SPLASH PAD
SCHEMATIC LAYOUT

PROPOSAL NO.
19376A-2

aquatix
by landmark structures

aquatix
by landscape structures

Google Maps

Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020 50 ft

O = Area for Splash Pad.

Home

RESOLUTION NO. 2020-037

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing awarding the bid in the amount of $85,300.00 to Dostal Construction Company, Inc. for all labor, materials and installation of a neighborhood splash pad in John C. Fremont Park.

WHEREAS, A neighborhood splash pad was budgeted in the amount of $90,000.00 in the 2019/2020 Capital Improvement Plan; and,

WHEREAS, A Request for Proposals was advertised; and,

WHEREAS, Five (5) bids were received; and,

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont, accept and award the bid in the amount of $85,300.00 to Dostal Construction Company, Inc., for all labor, materials and installation of a neighborhood splash pad in John C. Fremont Park.

PASSED AND APPROVED THIS 11th DAY OF FEBRUARY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tina Walker, Library Director

DATE: February 6, 2020

SUBJECT: Keene Memorial Library Annual Report

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

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

Fiscal Impact: None

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Holzerland, Communications Director

DATE: February 11, 2020

SUBJECT: Agreement to add MACH mobile mapping to PSAP

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

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

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

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

EXHIBIT A
MACH AGREEMENT

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

FEES

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

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

Party receiving services:
Fremont / Dodge 911 Communications

By: _____ Date: _____
Signature

Name and Title: _____

Party providing services:
Nebraska State Patrol

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

NEBRASKA STATE PATROL SOFTWARE SHARING AGREEMENT

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

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

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

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

Therefore, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. WORK ELIGIBILITY STATUS. The Agency is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

Party receiving services:
Fremont / Dodge 911 Communications

By: _____ Date: _____
Signature

Name and Title: _____

Party providing services:
Nebraska State Patrol

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

RESOLUTION NO. 2020-038

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

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

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

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

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

PASSED AND APPROVED THIS 11th day of February, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer Dam, Planning Director

DATE: February 11, 2020

SUBJECT: Hidden Brook Subdivision Agreement

Recommendation: Motion to Approve Hidden Brook Subdivision Agreement

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Background:

Attached is the subdivision agreement for the Hidden Brook Subdivision.

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

This is a standard agreement between the City and developers.

In essence, the agreement states:

- The City shall review and approves public improvement plans that are prepared for by the developer's engineer.
- The developer is required to record any necessary easements.
- The developer is required to receive all necessary permits and approvals from any governmental entity prior to commencing work.
- The City agrees to pay the cost of oversizing any streets and oversizing public improvements.
- The City will construct the electric power system, the developer will pay $750 per single family residence, duplex or townhome.
- The developer will reimburse the City for the cost of public street lighting.
- The developer will construct and pay for the cost of the water distribution system
- The City will construct and pay for the Natural Gas system.
- The developer will construct and pay for the storm sewer and sanitary sewer systems.
- The developer will install street signs and traffic control signals, if required, and the City will then pay for 50% of the cost.
- The developer will pay for, construct and install fire hydrants.

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

HIDDEN BROOK
SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT (hereinafter referred to as "Agreement") is made this 11th day of February, 2020, by and between Mesner Development Co., a Nebraska corporation (hereinafter referred to as "Developer") and the City of Fremont, a Nebraska municipal corporation (hereinafter referred to as "City").

RECITALS:

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

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

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

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

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

SECTION 1 DEFINITIONS

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

A. **"Cost(s)"** of each Private Improvement or Public Improvement shall mean all construction costs, engineering fees, design fees, attorneys' fees, inspection fees, testing expenses, publication costs, financing costs (which shall include interest), and all other related or miscellaneous costs or expenses incurred by Developer and/or City in connection with said Private Improvements or Public Improvements.

B. **"Dedicated Street(s)"** shall mean those public streets, including curbing and turn lanes, to be constructed, modified, or improved within: (1) that portion of the Development Area designated as "dedicated right-of-ways" in Exhibit "_", and (2) any other areas to be dedicated as right-of-ways pursuant to any future replat(s) of the Development Area. This definition shall not be construed to obligate Developer to dedicate any additional public right-of-ways beyond what is explicitly

depicted in Exhibit "_" nor shall it obligate Developer to replat any portion of the Development Area in the future.

C. **"Development Area"** shall mean the real property situated within the area identified or depicted in Exhibit "_" and all Dedicated Streets.

D. **"Final Plat"** shall mean the final plan of the Brooks Hollow plat, subdivision, or dedication of land prepared for filing or recording, at the Developer's expense, in accordance with applicable regulations, a copy of which final plat is attached hereto as Exhibit "___".

E. **"Lead Agency"** shall mean the entity, or entities, responsible for designing, preparing plans for, bidding, installing, or constructing the "Public Improvements", as defined in this Section, or, alternatively, responsible for engaging a qualified contractor or subcontractor to perform such responsibilities. In the event one entity designs a particular Public Improvement and another entity constructs or installs said Public Improvement, both entities shall be considered Lead Agencies for the purposes of this Agreement.

F. **"Party"**, when capitalized, shall mean City or Developer, individually, and **"Parties"**, when capitalized, shall mean City and Developer, collectively.

G. **"Private Improvement(s)"** shall mean those improvements or betterments required by Developer, or otherwise undertaken by Developer, on, to, or otherwise benefiting the Development Area other than those improvements identified as Public Improvements in Section 1(H).

H. **"Public Improvement(s)"** shall mean:

(1) All installations, modifications, or improvements of Dedicated Streets and improvements constructed and installed within the boundaries of the Development;

(2) All stormwater detention facilities;

(3) All fire hydrants;

(4) All Dedicated Street signage and traffic control signage required by, and meeting the standards of, the "Manual of Uniform Traffic Control Devices" but only if first approved in writing by City's Public Works Department and only if located at a Dedicated Street intersection or related to the Development Area;

(5) All "Sanitary and Wastewater Sewers" to be constructed and installed within the boundaries of the Development Area or other areas specifically approved by the City. Sanitary and Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes, and related appurtenances, as shown on the plans and drawings in Exhibit "_";

(6) The "Water Distribution System" to be constructed and installed within the boundaries of the Development Area or other areas specifically approved by the City as shown on the plans and drawings in Exhibit "_";

(7) All "Storm Sewers" to be constructed within the boundaries of the Development Area or within other areas specifically approved by the City, including all necessary storm sewers, inlets, manholes, lines, pipes, and related appurtenances; as shown on the plans and drawings in Exhibit "_";

(8) The electrical utility lines, public street lighting, and other devices or facilities to be constructed and installed by the City within the boundaries of the Development Area (the "Electric Power System"). The Electric Power System shall include all electrical utility lines and other devices (defined in Section 4.A.(1) below) so constructed and installed for the benefit of the Development Area.

(9) The natural gas main lines and other devices or facilities to be constructed and installed by the City within the boundaries of the Development Area (the "Natural Gas System"). The Natural Gas System shall include all natural gas main lines and other devices so constructed and installed for the benefit of the Development Area.

SECTION 2 STANDARDS, AUTHORITY, AND DOCUMENTATION

A. Standards for Private Improvements and Public Improvements. In the event that Developer is the Lead Agency for a Public Improvement and for all Private Improvements, Developer shall cause all such Private Improvements and Public Improvements undertaken by Developer, its agents, contractors, or subcontractors to be constructed and installed in accordance with the terms and conditions of this Agreement and all applicable laws.

B. Prior to Commencing Work on the Public Improvements. Prior to commencing any work in connection with any individual Public Improvement for which Developer is the Lead Agency or is responsible to construct, Developer shall first:

(1) Obtain initial approval from City, as applicable, for the specifications and technical terms of any other agreement(s) or plan(s) for, or relating to, the construction or installation of said individual Public Improvement(s) prior to Developer's execution of any such agreement(s) or plan(s). Once Developer obtains approval from City, as applicable, Developer shall deliver to the City Clerk duly executed copies of any agreement(s) or plan(s) for work required for, or otherwise entered into, in connection with said individual Public Improvement. Such agreement(s) or plan(s) shall include, but not be limited to, any required bonds, insurance certifications, and all plans for said individual Public Improvement(s). Any such agreement(s) or plan(s) shall include details

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

(2) Obtain and file of record any permanent easements reasonably required by City, as applicable, for said individual Public Improvement. Public Improvements which may invoke this requirement may include, but are not limited to, sanitary and wastewater sewer lines, storm sewer, water, electric and natural gas lines, and post-construction stormwater management facilities, including all appurtenances, as reasonably determined by the City Engineer. Said easements shall be prepared by Developer and filed in a form satisfactory to the City. Developer shall provide a copy of such recorded easements to the City Clerk;

(3) Obtain general liability insurance and performance bonds equivalent to the total construction costs for said individual Public Improvement, and provide a copy of such general liability insurance and performance bonds to the City Clerk; and

(4) Obtain final approval from City and other entities, as applicable, for the construction and installation of said individual Public Improvement and obtain all necessary agreements, permits, and approvals related to the same and provide proof of such final approval from such entities other than City, as applicable, to the City Clerk.

C. No Recourse against City. Any contract(s) entered into by Developer for the construction or installation of any Public Improvement(s) shall provide that the contractor or subcontractor constructing or installing said Public Improvement(s) shall have no recourse against City for any Costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the Cost for said Public Improvement(s), construction oversight of said Public Improvement(s), the design or preparation of plans and specifications for said Public Improvement(s), or the construction of said Public Improvement(s).

D. All Necessary Agreements, Permits, and Approvals. Prior to commencing any work within any public right-of-way for any Public Improvement for which Developer is Lead Agency or responsible to construct, excluding sidewalks and trails, Developer shall enter into all necessary right-of-way agreements and obtain all necessary permits and approvals from the appropriate governmental entities exercising authority over said right-of-ways. In the event City requests copies of any such agreements, permits, or approvals, Developer shall provide said copies to City in a timely manner.

E. City Review and Approval. Developer shall submit to City all plans, designs, and materials for the Public Improvements for which the Developer is the Lead Agency

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

F. As a result of any violation of this Subdivision Agreement, City shall have the authority, after first giving ten (10) days written notice to Developer, to discontinue the issuance of building and/or sewer or water connection permits for the Development Area, until such time as the violations are corrected.

G. No building permits shall be issued until after the substantial completion of all required Public Improvements, or as otherwise authorized by City.

SECTION 3 REPRESENTATIONS AND ACKNOWLEDGEMENTS

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

(1) Developer is incorporated under the laws of the State of Nebraska. Developer is duly authorized to transact business under the laws of the State of Nebraska.

(2) Developer is the owner of record of the Development Area and possesses the rights and authority necessary to make decisions affecting the Development Area.

(3) Developer has full power and authority to enter into, deliver, and perform its obligations under this Agreement and each of the documents related hereto.

(4) Developer has taken all necessary action to authorize Developer's execution, delivery of, and performance under this Agreement, and as such, this Agreement constitutes Developer's valid and binding obligation, enforceable against Developer in accordance with its terms.

(5) Subject to the terms and provisions of this Agreement, specifically including, but not limited to, Section 5(R), Developer agrees to reasonably cooperate with City, as applicable, for the timely and orderly installation of the Public Improvements as required under the terms of this Agreement, or any other agreement with a third party for the construction and installation of a Public Improvement, as applicable, following the execution of this Agreement and submittal of required documents.

(6) Developer shall comply with the terms of this Agreement, and the provisions of any agreement submitted to City pursuant to this Agreement in relation to the Public Improvements, which agreements shall not be assigned without prior written approval from City; provided, however, that Developer shall be permitted to assign/allocate the responsibility to construct public sidewalks in

front of a particular platted lot to the homeowner/builder of such lot without the prior written consent of the City.

(7) Developer shall comply with performance and maintenance securities requirements specified in Subsection 11-315.06.G of the City of Fremont, Nebraska Municipal Code ("Code") and as otherwise required by applicable law. Developer shall cause City to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by Developer, or any other person, (whether or not required by this Agreement) in connection with the construction, installation, or operation of any Public Improvement for which Developer will be the Lead Agency or responsible to construct.

(8) Developer shall ensure that all documents, contracts, and instruments prepared or entered into by or on behalf of Developer, its agents, contractors, or subcontractors pursuant to the terms of this Agreement, shall, in all material respects, be fully authorized, valid, binding, and enforceable in accordance with their terms.

(9) Developer shall cause all delinquent personal property and real estate taxes and assessments levied on the Development Area to be paid prior to City's signature of the Final Plat.

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

(1) City agrees to reasonably cooperate with Developer, its agents, contractors, and subcontractors for the timely and orderly installation of the Public Improvements following the execution of this Agreement and submittal of required documents.

(2) City shall pay the Cost for any oversizing of Dedicated Streets (above those sizes listed in Table 11-713.02.01 of the Fremont Unified Development Code) and any oversizing of Public Improvements, if any, approved and authorized by the City.

(3) City represents and warrants that Developer shall have no responsibility for any costs for future improvements to Dedicated Streets so long as the Dedicated Streets are constructed to City specifications. Neither City nor any of its officers, agents, or employees:

i. Is acting as attorney, architect, engineer, or otherwise in the interest or on behalf of Developer in furtherance of this Agreement; or

ii. Owes any duty to Developer or any other person because of any action City or Developer has undertaken, or in the future will

undertake in furtherance of this Agreement, including any City inspection or City approval of any matter related to the same.

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

SECTION 4 APPORTIONMENT OF COSTS, CONSTRUCTION OF IMPROVEMENTS AND RESPONSIBILITIES

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

(1) Electric Power System. City shall be responsible to construct and pay the cost, except as provided for herein, of an Electric Power System within the Development Area. The City shall construct, own, operate and maintain all electric distribution lines, including service lines to single-family residences in the Development Area.

Residential: Before City commences construction of an underground Electric Power System, Developer shall pay the City $750 per each single-family residential, duplex, or townhome lot in the Development Area.

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

Street Lights: The Developer shall reimburse City for the Cost of the public street lighting at the applicable RES1 or DES1 rates ($750 and $2,700) per fixture along all Dedicated Streets per City specifications. Upon completion of the public street lighting, City shall invoice such Cost, and Developer shall pay such invoice within thirty (30) days after City sends such invoice.

(2) Water Distribution System. Developer shall be the Lead Agency and shall be responsible to construct and pay for the Cost of a Water Distribution System and water main system as designed by a licensed engineer up to the Development Area boundaries. This includes the main line up to the property line, in accordance with City specifications (the "Water Distribution System"). The Water Distribution System will be designed to serve all lots within the Development Area and shall be sized as specified in the plans and drawings in Exhibit "_". Upon completion of the Water Distribution System and after having passed all necessary chemical and pressure testing requirements, Developer shall, at no cost to the City, transfer by warranty bill of sale, ownership of the Water Distribution System to the City for operation and maintenance.

(3) Natural Gas System. City shall be responsible to construct and pay for the Cost of the construction of a Natural Gas System and individual service lines that serve each platted lot inside the Development Area. The City shall construct, own, operate, and maintain all main gas lines and secondary lines up to each metering point in the Development Area.

(4) Sanitary and Wastewater Sewers and Storm Sewers. Developer shall be the Lead Agency and shall be responsible to construct and pay the Cost of the construction of a sanitary and wastewater sewers and storm sewers designed by a licensed engineer (including main line, tap, and line to edge of City right-of-way) in accordance with City specifications. The sanitary and wastewater sewer system and storm sewers shall be designed to serve all lots within the Development Area and shall be sized as specified in the plans and drawings in Exhibit "_". Upon completion of the sanitary and wastewater sewer system and storm sewers and after having passed all testing requirements, Developer shall, at no cost to the City, transfer by warranty bill of sale ownership of the sanitary and wastewater system and storm sewers to City for operation and maintenance.

(5) Dedicated Streets and Other Streets. Developer shall be the Lead Agency and shall be responsible to construct all Dedicated Streets within the Development Area, as recommended by a traffic study. Developer shall pay for the Cost of the Dedicated Streets, except City shall reimburse Developer for a portion of the Cost of intersections on the Dedicated Streets as shown on Exhibit "__" upon sixty (60) days after receipt of an invoice for such Cost.

(6) Sidewalks. Developer shall be responsible to cause the construction of the Cost of sidewalks along both sides of all public streets, at no cost to the City. Developer shall cause the provision of dropped curbs for ADA ramps at all intersections with sidewalks within the Development Area at no cost to the City.

(7) Dedicated Street Signage and Traffic Controls. Developer shall be responsible to construct and initially pay the entire Cost of any Dedicated Street signage, traffic control or signals required, if any. Upon completion of the Public Improvements, Developer shall invoice City for its 50% share of such Cost, and City shall pay such invoice within sixty (60) days after City receives such invoice, it being the understanding that the costs of the Public Improvements enumerated in this Subsection (8) shall be equally divided between the Developer and the City.

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

(9) Stormwater Detention Facilities. Developer shall be the Lead Agency and shall be responsible to construct and pay for the Cost of stormwater detention facilities, as applicable. The City shall own and maintain all stormwater detention facilities, as applicable.

(10) Fire Hydrants. Developer shall be the Lead Agency and shall be responsible to construct, install and pay for the construction and installation Costs of fire hydrants for the protection of the Development Area. City requires, the Developer furnish and install Mueller A423 fire hydrants with a direct bury 5 ¼' or vertical shoe riser and control valves. The location of the hydrants must be approved by City.

B. Other Developer Responsibilities.

(1) Review Fee. To cover engineering, legal and other miscellaneous expenses incurred by City in connection with City's review of plans and specifications in connection with the construction of certain Public Improvements, Developer shall pay City a one-time fee of $1,000 prior to City's approval of the plans and specifications for Public Improvements.

(2) Grading. The Developer shall pay for the Cost of all grading of the Development Area, including all right-of-ways per the approved Grading and Drainage Plan shown in Exhibit "_".

(3) Entrance Signs. Developer shall be responsible to construct, install and pay for the Cost of entrance signs or related fixtures and any median landscaping and related fixtures, if any. Plans for such proposed improvements that are to be located in public right-of-ways and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements. Entrance signs shall be owned and maintained by the homeowner's association.

(4) No Wells. Developer shall not design, construct, install, or expand any potable wells or potable well components within the Development Area (except wells for de-watering for construction of Public Improvements) without obtaining City's approval, as required by Code. Furthermore, Developer shall remove all wells and well system components existing within the Development Area at the time of this Agreement's execution prior to making a connection to the Water Distribution System. Developer shall obtain all requisite approvals from City and the State of Nebraska necessary to comply with this provision.

(5) No Septic Systems. Developer shall remove all septic systems, septic system components, and other onsite sewage retention systems existing within the Development Area at the time of this Agreement's execution prior to making a connection to the Sanitary and Wastewater Sewer. Developer shall obtain all requisite approvals from City and State of Nebraska necessary to comply with this provision.

(6) Subsequent Replatting. In the event Developer wishes to replat any portion of the Development Area, such replat must be approved in accordance with Uniform Development Code ("Code"). If City approves such replat(s), such approval shall be contingent upon, but not limited to, Developer dedicating and filing of record all permanent easements necessary to provide additional access to the subdivided lots. All such easements must meet City's approval prior to dedication.

(7) Easements/Dedicated Right-of-Way. Developer shall be responsible for granting easements and dedicated right-of-ways to the City and memorializing such easements and dedicated right-of-ways on the Final Plat, as contemplated herein. All such instruments shall include a prescription outlining the rights, terms, and maintenance responsibilities of the corresponding easements.

(8) Plat. Developer shall file or record the Final Plat with Dodge County and provide City with three executed paper copies and with a digital file in CAD/GIS format.

(9) Compliance with Laws, Statutes, and Ordinances. Developer, in performing its obligations under this Agreement, shall comply with all applicable federal, state, and local laws. The terms of this provision shall apply equally to Developer and any third party leasing any portion of the Development Area from Developer, and any party working for or on behalf of Developer.

SECTION 5 MISCELLANEOUS

A. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.

B. Agreement Binding. The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the property described in the attached Exhibit "_". Every time the phrase "successors or assigns", or similar language, is used throughout this Agreement, it is to be attributed the same meaning as provided in this "Agreement Binding" provision. No special meaning shall be attributed to any instance herein in which the name of a Party is used without the phrase "successors and assigns" following immediately thereafter, unless expressly stated otherwise.

C. Termination of Agreement. This Agreement shall not be terminated except by: (1) written notice of termination by Developer to City, to be effective upon City's receipt of the notice of termination, but only so long as no construction or installation of any of the Public Improvements or Private Improvements has yet commenced, or (2) written agreement between Developer and City in the event any construction or installation of any of the Public Improvements or Private Improvements has commenced and all such Public Improvements or Private Improvements have been fully completed and paid for pursuant to the terms of this Agreement. In the event the construction or installation of any of the Public Improvements or Private Improvements has commenced, Developer shall be required by City to complete the applicable Public Improvements and Private Improvements to a reasonable point of termination, as determined by City, to ensure the Development Area does not negatively impact public health, safety, and welfare. Notwithstanding the foregoing, City may suspend its performance under this Agreement upon the recurrence of any breach or default upon which City has given a notice to Developer specifying such breach or default ("Notice to Cure") in the preceding one hundred eighty (180) days. City shall have no obligation to resume performance under this Agreement until such time as Developer has remedied the default specified in the Notice to Cure. Developer's obligation to complete Public Improvements and Private Improvements that have commenced prior to termination of this Agreement to a reasonable point of termination, as determined by City, shall survive the expiration or termination of this Agreement.

D. Indemnity. Developer agrees to defend, indemnify, and hold City and its respective employees, agents, and assigns (each, a "City Indemnitee") harmless from and against any and all responsibility, claims, liability, obligation, judgments, actions, loss, damage, or injury of any nature whatsoever arising from any act or omission constituting a breach of duty of the Developer in connection with the Final Plat, this Agreement, Development Area, and development, including payment of reasonable attorney's fees; provided, that City must notify Developer in writing of the facts or underlying circumstances giving rise to an indemnification claim hereunder within two (2) years of the date that such City Indemnitee first obtains knowledge of such facts or circumstances giving rise to such claim.

E. Assignment. Developer may not assign all or any portion of this Agreement nor delegate any of its obligations hereunder without the express prior written consent of City, which consent shall not be unreasonably withheld; provided, however, that Developer shall be permitted to assign/allocate the responsibility to construct public sidewalks in front of a particular platted lot to the homeowner/builder of such lot without the prior written consent of the City.

F. No Waiver of Regulations. Nothing herein shall be construed to imply any waiver of any provision of the Code.

G. No Continuing Waivers. A waiver by any Party of any default, breach, or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach, or failure.

H. Severability. In the event that any provision of this Agreement proves to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provisions of this Agreement, thus such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.

I. Governing Law. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law, except to the extent such provisions may be superseded by applicable federal law, in which case the latter shall apply.

J. Forum Selection and Personal Jurisdiction. Any dispute arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the courts located in Dodge County, Nebraska. Accordingly, the Parties agree to exclusive personal jurisdiction in the courts located in Dodge County, Nebraska.

K. Entire Agreement. This Agreement and all exhibits and documents attached or referenced herein, which are hereby incorporated and specifically made a part of this Agreement by this reference, express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between or among any of the Parties, whether individually or collectively, concerning the subject matter hereof.

L. Modification by Agreement. This Agreement may be modified or amended only by a written agreement executed by both Parties. In the event a party to this Agreement or subsequent amendment(s) dissolves, or ceases to exist by some other means, without any valid successors or assigns, said party shall be deemed to be without signing authority and, accordingly, the signature of said party shall not be required in order to validly execute subsequent modifications or amendments to this Agreement. Any modifications or amendments to this Agreement shall conform to the requirements of any applicable laws, rules, regulations, standards, and specifications of any governmental agency with

jurisdiction over any such matter included in any modification or amendment of this Agreement without cost to City.

M. Notices, Consents, and Approvals. Unless expressly stated otherwise herein, all payments, notices, statements, demands, requests, consents, approvals, authorizations, or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

For Developer:	Mesner Development Co. 1415 16th Street, PO Box 335 Central City, NE 68826
With a Copy to:	
For City:	City Clerk City of Fremont 400 E Military Ave Fremont, NE 68025

Such addresses, names, or titles may be changed from time to time by written notice to the other Party.

N. Related Contract(s) Voidable. No elected official or any officer or employee of City shall have a financial interest, direct or indirect, in any City contract related to this Agreement. Any violation of this section with the knowledge of the person or corporation contracting with City or such elected official, officer, or employee shall render such contracts voidable by the Mayor or City Council.

O. Non-Discrimination. In the performance of this Agreement, the Parties, their agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over any such matter.

P. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define or limit the scope of any section.

Q. Approval of Final Plat. Developer acknowledges that City's approval of the Final Plat, passed and approved by the Fremont City Council on December 10,, 2019, by Resolution No. 2019-225 is specifically subject to and conditioned on Developer's execution and compliance with this Agreement.

R. No Obligation to Construct or Operate. It is expressly agreed that nothing

contained in this Agreement shall be construed as an obligation, either expressed or implied, incumbent upon Developer to: (1) commence the construction of any Public Improvement (2) commence the operation of a business, or (3) thereafter continuously operate a business on the Development Area. City recognizes and agrees that Developer may, at Developer's sole discretion, elect not to develop the Development Area or, if developed, cease the operation of its business on the Development Area. If Developer does not develop the Development Area pursuant to this Agreement or ceases operation of the Development Area, City shall have the right to vacate the Final Plat and/or terminate this Agreement pursuant to the termination provisions provided for in this Agreement.

S. Compliance Letter. At any time, and from time to time, Developer may deliver written notice to City requesting that City provide a written Compliance Letter which provides that, to the knowledge of City: (1) this Agreement is in full force and effect and a binding obligation of the Parties, (2) this Agreement has not been amended, or if amended, the resolution number of each amendment, and (3) City has not notified Developer of a violation in relation to this Agreement, or, if a notification of violation has been provided to Developer, a brief description of said notification. The City Administrator, or his or her designee, shall be authorized to execute, on behalf of City, any Compliance Letter requested by Developer, which complies with this Section. City acknowledges that a Compliance Letter may be provided to transferees or successors in interest to Developer or to a mortgagee or beneficiary under a deed of trust holding an interest in the Development Area. City reserves the right to modify or amend any such Compliance Letter issued by City in the event City's knowledge regarding the contents of such letter changes to an extent that the representations contained therein are no longer accurate.

T. Term. The Developer shall install all Public Improvements, that it is responsible to construct, within a two (2) years after the signing of this Agreement. The City Engineer may approve any extension of this time period.

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

(Signatures on following pages.)

ATTEST:

CITY:
City of Fremont, a Nebraska municipal corporation

_____
Tyler Ficken, City Clerk

_____
Scott Getzschman, Mayor

DEVELOPER:
Mesner Development Co.
a Nebraska corporation

_____
By:

_____
Name:

_____
Title:

STATE OF NEBRASKA) ss.
COUNTY OF DODGE)

Before me, a notary public, in and for said county and state, personally came _____, of Mesner Development Co., a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of said corporation.

Witness my hand and Notarial Seal this ____ day of _____, 2020.

_____
Notary Public