BOARD OF EQUALIZATION MEETING
February 12, 2019 at 7:00 P.M.
City Council Chambers 400 East Military, Fremont NE

AGENDA

1. Meeting called to order
2. Roll call
3. Hold public hearing and consider complete cost and schedule of Assessments for Business Improvement District #1 (staff report)
4. Adjournment

CITY COUNCIL MEETING
February 12, 2019
City Council Chambers 400 East Military, Fremont NE
REGULAR MEETING – 7:00 P.M.
STUDY SESSION – 6:45 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)

PUBLIC HEARINGS:

4. Resolution 2019-024 for Class I Liquor License Application of .402 Sports and Entertainment, LLC., 750 S. Broad St. (staff report)
5. Resolution 2019-026 authorizing the issuance of a conditional use permit for property at the NE corner of 8th St. and N. Logan St. (Midland University Men's Residence Hall) (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.

6. Motion to approve January 30, 2019 through February 12, 2019 claims and authorize checks to be drawn on the proper accounts (staff report)
7. Receive report of the Treasury (staff report)


9. Motion to authorize Mayor to sign Deed of Reconveyance, Peterson, 624 W. Washington St. (staff report)

10. Motion to approve Park Event requests for Dodge County Humane Society 5K, Keep Fremont Beautiful Cleanup Events and Nebraska Traditional Archers tournaments (staff report)

11. Motion to authorize the Mayor to sign renewal agreement for Mango Languages and Little Pim databases (staff report)

12. Motion to authorize Mayor to sign interlocal agreement with Fremont Public Schools for use of City facility(s) in times of emergencies (staff report)

13. Motion to approve amendment to School Resource Officer Interlocal Agreement (staff report)

14. Resolution 2019-028 authorizing City Staff to execute a contact with Midlands Contracting for the lining of sanitary sewer on Military Street (staff report)

15. Motion to authorize change order for DataBank upgrade (staff report)

UNFINISHED BUSINESS: requires individual associated action

16. Ordinance 5490 Amendments regarding expansion of uses on non-standard lots, an amendment to Chapter 11 of the Fremont Municipal Code pertaining to zoning, subdivision and site development regulations (second reading)(staff report)

17. Ordinance 5488 request for Voluntary Annexation of property by Bruce Coffey on behalf of Costco Wholesale / PCCW, Inc., owners of a tract of land being a part of Lot 1, East Inglewood Subdivision (final reading)(staff report)

18. Ordinance 5489 request for Voluntary Annexation of property by Bruce Coffey on behalf of Costco Wholesale / PCCW, Inc., owners of a tract of land Southwest of the intersection of Cloverly Rd and Downing Street (final reading)(staff report)

19. Ordinance 5484 Unified Development Code amendment to updated definition of required yards to clarify requirements for landscaping (final reading)(staff report)

20. Ordinance 5492 vacating Cloverly Road from the new alignment of Cloverly Road to the new alignment of Downing Street (final reading)(staff report)

21. Ordinance 5491 request for approval of 3rd amendment to the Gallery 23 PD Planned Development to change the height for commercial zoning from 45’ to 60’ by Brad Marshall on behalf of Jeremy Guenther, owner of land generally located at the North of County Road U and South of Lincoln Highway, just west of Farmfield Road (final reading)(staff report)

22. Ordinance 5493 amending sections of Chapter 2 of the Municipal Code to adopt public comment period (second reading)(staff report)

23. Ordinance 5482 authorizing sale of an undivided one-half interest in Outlot A to Dodge County (staff report)
24. Council Member Yerger item - Receive an investigatory status report for Resolution 2019-019 from the City Attorney, and/or receive and discuss documents and the final written legal report regarding the investigation into any potential Open Meetings violations relating to City Resolutions and Ordinances, which were continued at the January 8, 2019 City Council Meeting.

25. Council Member Yerger item - Receive an investigatory status report for Resolution 2019-020 from the City Attorney, and/or receive and discuss documents (provided by City Clerk) and the final written legal report regarding the requested information pertaining to Mayoral and Council Committees and their public notices/minutes/recommendations made regarding various City Resolutions and Ordinances which were continued at the January 8, 2019 City Council Meeting.

26. Resolution 2019-007 clarifying legal description referenced in purchase agreements for the sale and conveyance of real estate owned by the City of Fremont to the Dodge County Humane Society (staff report)

NEW BUSINESS: requires individual associated action

27. Resolution 2019-023 authorizing levying of assessments for Business Improvement District #1 (staff report)

28. Resolution 2019-025 approving an Interlocal Cooperation Act Agreement with the Lower Platte North NRD for a Hazard Mitigation Plan/Flood Risk Analysis (staff report)

29. Resolution 2019-027 to accept the proposal of EMS Billing Services, Inc. for Fire and EMS billings (staff report)

30. Resolution 2019-029 requiring City Attorney provide a written supplemental investigatory opinion that focuses on State Statute and/or City Code violations, findings- as depicted in prior report received by City Council January 29, 2019 - as well as the accountability, liability and action plans required as a result of the factual investigation and legal analysis of unpaid earnest money/escrow and other expenses and fees resulting from purchase agreement signed by RTG Medical Inc. and City Fremont, received by City Council on January 29, 2019 (report)

31. Council Member Jacobus item – Discussion of Internal City Policy addressing Resolution 2019-021 passed January 29, 2019 that required City Staff to provide or give access to individual Council Members, or the collective body, access to documentation, information, data, financials that was effective upon adoption of the Resolution (report)

32. Adjournment

Agenda posted at the Municipal Building on February 8, 2019 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on February 8, 2019. 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; Rules of Conduct.

The following rules are established for audience members 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.
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Tyler Ficken, City Clerk
DATE: February 12, 2019
SUBJECT: Business Improvement District #1 Assessment

Recommendation: Hold public hearing and consider schedule of assessments for Business Improvement District #1.

Background: The City Council approved Ordinance 5388 on November 8, 2016 which created Business Improvement District #1. The District was created to generate funding for the following activities within the District: Retention and Recruitment, Downtown Beautification, Implementation and Maintenance, and Promotion and Marketing. The District is authorized to raise $48,195.62 per year for five years.

Property owners were notified of the assessment in July 2018 with letters. City staff provided exemption application forms which were completed by the landowners, and returned to the office of the City Clerk. It is necessary for the City Council, sittings as a Board of Equalization to consider the proposed assessments and requests for exemption.

10-710 METHOD OF ASSESSMENT
The proposed district shall receive funding from special assessments based upon the special benefits to the real property as fairly and equitably assessed by the City Council. The assessments shall be levied as a percentage of assessed valuation of taxable real property within the District. Based upon the recommendation of the Downtown Improvement District Board, properties that are owner occupied residential, tenant occupied single family residential, and properties exempt from ad valorem taxes will not be subject to special assessments for this district. Property owned by the Federal Government, the State of Nebraska and political subdivisions thereof shall not be subject to special assessments for this District. For mixed use properties that combine owner-occupied residential and other uses, the property owner may submit evidence supporting a pro-rated split of the assessed value (between owner-occupied residential and other uses) for the City Council to consider when sitting as the Board of Equalization.

UDC Definitions:

Multifamily Dwelling. A building or portion thereof arranged, intended, or designed to be occupied by three or more families living independently of each other in which they may or may not share common entrances and/or other spaces. Individual dwelling units may be owned as condominiums, or offered for rent.
**Single-Family Attached Dwelling**. Two or more dwelling units, each of which is owned in fee and located on individual lots but joined along a common lot line, each of which is also totally separated from the other by a fire-resistance-rated wall assembly extending from ground to roof.

**Single-Family Detached Dwelling**. A dwelling unit owned in fee and located on an individual lot which is not attached to any other dwelling unit by any means.

### Requests for Single Family Exemption

<table>
<thead>
<tr>
<th>Request ID</th>
<th>Name &amp; Address</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>270001939</td>
<td>JENSEN, ROBIE L &amp; ANNETI P</td>
<td>235 W 8TH</td>
</tr>
<tr>
<td>270003486</td>
<td>BAKER BARTON LLC</td>
<td>425 N BROAD</td>
</tr>
<tr>
<td>270003500</td>
<td>MAH RT, DONALD J &amp; CONNIE R</td>
<td>323 W 5TH</td>
</tr>
<tr>
<td>270003556</td>
<td>REDIGER, REED P &amp; ALYSSA A</td>
<td>334 W 4TH</td>
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<td></td>
<td>JONES NATL BANK &amp; TRUST CUST FOR</td>
<td></td>
</tr>
<tr>
<td>270004102</td>
<td>DANIEL R KNOSP ROTH IRA</td>
<td>315 E 4TH</td>
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<tr>
<td>270004263</td>
<td>KAIROS PROPERTIES LLC</td>
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### Requests for Mixed Use Exemption

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<tr>
<td>270002086</td>
<td>CORNERSTONE DESIGN LLC</td>
<td>310 E MILITARY AVE</td>
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<tr>
<td>270002415</td>
<td>BREHM, RODGER T &amp; ANN E</td>
<td>618 -626 NH</td>
</tr>
<tr>
<td>270002422</td>
<td>COULTER, MARK S</td>
<td>240 W. 6TH</td>
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<tr>
<td>270003367</td>
<td>GORACKE, CURT &amp; LYNN</td>
<td>419 N. MAIN</td>
</tr>
<tr>
<td>270003374</td>
<td>GUILLIATT, MARK</td>
<td>415 N. MAIN</td>
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<tr>
<td>270003402</td>
<td>DURAN, OSCAR &amp; KATIE</td>
<td>445 N. BROAD</td>
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<td>270003941</td>
<td>VELEZ, ALFREDO</td>
<td>25 1 E. 4TH</td>
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<td>270004326</td>
<td>DAHL, STEVEN C &amp; LORI A</td>
<td>231 E. 3RD</td>
</tr>
<tr>
<td>270004452</td>
<td>VSA INC% ALLEN DAYTON - PRESIDENT</td>
<td>200 N. PARK</td>
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### Other Exemption Requests

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<tr>
<td>270002926</td>
<td>CHUDOMELKA, KURTIS A</td>
<td>123 E. 6TH</td>
</tr>
<tr>
<td>270004725</td>
<td>LAUGHRIDGE , WILLIAM R &amp; VIRGINIA J</td>
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### Non Request Submission

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<tr>
<td>270002177</td>
<td>WINTER, THOMAS P &amp; DOROTHY A</td>
<td>305 E. MILITARY</td>
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<tr>
<td>270003815</td>
<td>BRUNER, WENDELL D</td>
<td>33 W. 4TH</td>
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<td>270004109</td>
<td>VELEZ, ALFREDO G &amp; ROCIO M</td>
<td>350 N. D</td>
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<tr>
<td>270004375</td>
<td>EWASIUK, RONALD W &amp; LINDA L, CoTr</td>
<td>210 N. MAIN</td>
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<tr>
<td>270004410</td>
<td>HOLVERSON, TIMOTHY &amp; TANYA</td>
<td>235 N. MAIN</td>
</tr>
<tr>
<td>270138374</td>
<td>OLSON, DALE E, Tree</td>
<td>210 E 8TH</td>
</tr>
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</table>
Special Assessment Exemption Application Form
Business Improvements District #1

<table>
<thead>
<tr>
<th>Owner Name/Business Name:</th>
<th>JENSEN, ROBIE L &amp; ANNETT P</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exempt Property Address:</td>
<td>235 W 8TH</td>
</tr>
<tr>
<td>Parcel ID #</td>
<td>270001939</td>
</tr>
<tr>
<td>Owner Mailing Address:</td>
<td>235 W 8TH FREMONT, NE 68025</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td></td>
</tr>
</tbody>
</table>

Select Only One

<table>
<thead>
<tr>
<th>Single Family Residential Property</th>
<th>or</th>
<th>Combined Use Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
<td></td>
<td>What percentage of the property is used by the owner for personal and family living space?</td>
</tr>
</tbody>
</table>

Under penalties of law, I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant: [Signature]  Date: 7-27-18
Printed Name of Applicant: Annett Jensen
Parcel Number: 270001939
Computer ID: 1-2-588
Deed Holder: JENSEN, ROBIE L & ANNETT P
Property Address: 235 W 8TH
FREMONT, NE 68025-0000 MAP THIS ADDRESS
Mailing Address: 235 W 8TH
FREMONT, NE 68025-0000 USA
Status: IMPROVED
Use: SINGLE FAMILY
Zoning: SINGLE FAMILY
Location: URBAN
City Size: 12,001 - 100,000
Lot Size: 1 SF - 10,000 SF
Map Area: 00301 NBHD
Subdivision: 91005 ORIGINAL TOWN
Sec-Twp-Rng: --
Lot-Block: -
Assessor Location: FREMONT
Legal Description: OT LOT 4 & E13-1/3 LOT 5 BLK 111 & TL 154
(NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report: PROPERTY REPORT (PDF FILE)

Taxing Districts

<table>
<thead>
<tr>
<th>District</th>
<th>Description</th>
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<tbody>
<tr>
<td>Ag Society</td>
<td>AG SOCIETY</td>
</tr>
<tr>
<td>City/Municipality</td>
<td>FREMONT</td>
</tr>
<tr>
<td>Community College</td>
<td>METRO COLLEGE</td>
</tr>
<tr>
<td>County</td>
<td>COUNTY</td>
</tr>
<tr>
<td>ESU</td>
<td>ESU #2</td>
</tr>
<tr>
<td>Fire</td>
<td>NONE</td>
</tr>
<tr>
<td>JPA</td>
<td>NONE</td>
</tr>
<tr>
<td>Master</td>
<td>1-FREMONT CITY</td>
</tr>
<tr>
<td>NRD</td>
<td>NRD PLATTE</td>
</tr>
<tr>
<td>SID</td>
<td>NONE</td>
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<tr>
<td>School Bonds</td>
<td>F-1 SCHL BONDS</td>
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<tr>
<td>School Bonds 2</td>
<td>F-1 SCHL BOND K-B 2000</td>
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<tr>
<td>School District</td>
<td>27-0001 FREMONT</td>
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<tr>
<td>TIF</td>
<td>NONE</td>
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<tr>
<td>Township</td>
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Current Value Information

<table>
<thead>
<tr>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,400</td>
<td>$110,055</td>
<td>$0</td>
<td>$125,455</td>
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## Tax Information

<table>
<thead>
<tr>
<th>Year</th>
<th>Sale Date</th>
<th>Amount</th>
<th>Non-Useable Transaction Code</th>
<th>Recording</th>
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<tr>
<td>2018</td>
<td>10/10/2000</td>
<td>$77,000</td>
<td>0 - Normal Arms-Length Transaction</td>
<td>2000 ~7422</td>
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<tr>
<td>2018</td>
<td>11/20/1996</td>
<td>$0</td>
<td>999 - UNKNOWN</td>
<td>251 ~409</td>
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<tr>
<td>2018</td>
<td>12/08/1994</td>
<td>$68,500</td>
<td>0 - Normal Arms-Length Transaction</td>
<td>239 ~723</td>
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</tbody>
</table>

**NOTE:** Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes. Please click link below for accurate Tax Information.

[Get Official Taxes](#)

<table>
<thead>
<tr>
<th>Year</th>
<th>Land Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$15,400</td>
<td>$110,055</td>
<td>$125,455</td>
</tr>
<tr>
<td>2017</td>
<td>$15,400</td>
<td>$98,380</td>
<td>$113,780</td>
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**GIS Map Information**

<table>
<thead>
<tr>
<th>Lot Type</th>
<th>Square Feet</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sq. Ft x Rate</td>
<td>8,400</td>
<td>0.190</td>
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**Residential Building Information**

<table>
<thead>
<tr>
<th>Occupancy</th>
<th>Style</th>
<th>Year Built</th>
<th>Total Living Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Family / Owner Occupied</td>
<td>1 1/2 Story Frame</td>
<td>1935</td>
<td>1,760</td>
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</table>

<table>
<thead>
<tr>
<th>Taxable Value</th>
<th>Exempt Value</th>
<th>Net Taxable Value</th>
<th>Levy</th>
<th>Gross Tax</th>
<th>Homestead Loss</th>
<th>Ag Land Tax Credit</th>
<th>Used Tax Credit</th>
<th>Net Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>$125,455</td>
<td>$0</td>
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<td>$0.00</td>
<td>$108.52</td>
<td>$2,506.70</td>
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</table>

Please click link below for accurate Tax Information.

[Get Official Taxes](#)
**Special Assessment Exemption Application Form**

**Business Improvements District #1**

<table>
<thead>
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<th>BAKER BARTON LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exempt Property Address:</td>
<td>425 N BROAD</td>
</tr>
<tr>
<td>Parcel ID #:</td>
<td>270003486</td>
</tr>
<tr>
<td>Owner Mailing Address:</td>
<td>3301 WOODS DR FREMONT, NE 68025</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>402-720-8692</td>
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</table>

**Select Only One**

<table>
<thead>
<tr>
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<th>or</th>
<th>Combined Use Commercial</th>
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</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
<td></td>
<td>What percentage of the property is used by the owner for personal and family living space?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Owner Occupied Living Space %:</th>
</tr>
</thead>
</table>

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

**Signature of Applicant**  
Adam Baker

**Printed Name of Applicant**  
Adam Baker

**Date**  
8-10-18
Parcel Number: 270003486
Computer ID: 1-2-1144
Deed Holder: BAKER BARTON LLC
Property Address: 425 N BROAD
FREMONT, NE 68025-0000 MAP THIS ADDRESS
Mailing Address: 3301 WOODS DR
FREMONT, NE 68025-0000 USA
Status: IMPROVED
Use: COMMERCIAL
Zoning: COMMERCIAL
Location: URBAN
City Size: 12,001 - 100,000
Lot Size: 10,001 SF - 20,000 SF
Map Area: 04101 FREMONT COMM OT
Subdivision: 91005 ORIGINAL TOWN
Sec-Twp-Rng: --
Lot-Block: -
Assessor Location: FREMONT
Legal Description: OT N1/2 LOTS 7 & 8 BLK 156 & TL 266
(NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report: PROPERTY REPORT (PDF FILE)

District
Ag Society
City/Municipality
Community College
County
ESU
Fire
JPA
Master
NRD
SID
School Bonds
School Bonds 2
School District
TIF
Township

Taxing Districts
Description
AG SOCIETY
FREMONT
METRO COLLEGE
COUNTY
ESU #2
NONE
NONE
1-FREMONT CITY
NRD PLATTE
NONE
F-1 SCHL BONDS
F-1 SCHL BOND K-8 2000
27-0001 FREMONT
NONE

Current Value Information
Land Value $45,900
Dwelling Value $109,285
Improvement Value $0
Total Value $155,185
### Tax Information

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<tr>
<th>Taxable Value</th>
<th>Exempt Value</th>
<th>Net Taxable Value</th>
<th>Levy</th>
<th>Gross Tax</th>
<th>Homestead Loss</th>
<th>Ag Land Tax Credit</th>
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<tbody>
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<td>$0.00</td>
<td>$0.00</td>
<td>$134.24</td>
<td>$3,100.68</td>
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**NOTE:** Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes. Please click link below for accurate Tax Information.

[Get Official Taxes](#)

### Prior Year Value Information

<table>
<thead>
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<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
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<td>$134,390</td>
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<td>$172,110</td>
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[More Years...](#)

### Land Information

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<th>Lot Type</th>
<th>Square Feet</th>
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### Commercial Building Information

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<tbody>
<tr>
<td>Store - Retail Small</td>
<td>1938</td>
<td>1,760</td>
</tr>
<tr>
<td>Auto Repair</td>
<td>1994</td>
<td>1,320</td>
</tr>
<tr>
<td>Metal Warehouse - Steel Frame</td>
<td>1938</td>
<td>2,640</td>
</tr>
</tbody>
</table>

### Yard Extra Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Item Count</th>
<th>Year Built</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paving - Asphalt</td>
<td>1</td>
<td>1900</td>
</tr>
</tbody>
</table>

### Sale Information

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Amount</th>
<th>Non-Useable Transaction Code</th>
<th>Recording</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/30/2014</td>
<td>$170,000</td>
<td>0 - Normal Arms-Length Transaction</td>
<td>2014 ~4308</td>
</tr>
<tr>
<td>03/20/1996</td>
<td>$0</td>
<td>999 - UNKNOWN</td>
<td>~</td>
</tr>
</tbody>
</table>

### GIS Map Information
Special Assessment Exemption Application Form

Business Improvements District #1

Owner Name/Business Name:
MAHRT, DONALD J & CONNIE R

Exempt Property Address:
323 W 5TH

Parcel ID #
270003500

Owner Mailing Address:
PO BOX 676 FREMONT, NE 68026-0676

Telephone Number: 402 505 2247

Select Only One

[Box checked]

Single Family Residential Property
100% of the property is used as single family residential

or

Combined Use Commercial

What percentage of the property is used by the owner for personal and family living space?

Owner Occupied Living Space %:

Under penalties of law, I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

[Signature]

Signature of Applicant
Don Mahrt

Printed Name of Applicant

Date 8-22-18
Parcel Number: 270003500
Computer ID: 1-2-1148
Deed Holder: MAHRT DONALD J & CONNIE R
Property Address: 323 W 5TH
FREMONT, NE 68025-0000 MAP THIS ADDRESS
Mailing Address: PO BOX 676
FREMONT, NE 68026-0676 USA
Status: IMPROVED
Use: SINGLE FAMILY
Zoning: SINGLE FAMILY
Location: URBAN
City Size: 12,001 - 100,000
Lot Size: 10,001 SF - 20,000 SF
Map Area: 00301 NBHD
Subdivision: 91005 ORIGINAL TOWN
Sec-Twp-Rng: --
Lot-Block: --
Assessor Location: FREMONT
Legal Description: OT W65' LOT 2 BLK 157 & TL 276
(NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report: PROPERTY REPORT (PDF FILE)

Taxing Districts

<table>
<thead>
<tr>
<th>District</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ag Society</td>
<td>AG SOCIETY</td>
</tr>
<tr>
<td>City/Municipality</td>
<td>FREMONT</td>
</tr>
<tr>
<td>Community College</td>
<td>METRO COLLEGE</td>
</tr>
<tr>
<td>County</td>
<td>COUNTY</td>
</tr>
<tr>
<td>ESU</td>
<td>ESU #2</td>
</tr>
<tr>
<td>Fire</td>
<td>NONE</td>
</tr>
<tr>
<td>JPA</td>
<td>NONE</td>
</tr>
<tr>
<td>Master</td>
<td>1-FREMONT CITY</td>
</tr>
<tr>
<td>NRD</td>
<td>NRD PLATTE</td>
</tr>
<tr>
<td>SID</td>
<td>NONE</td>
</tr>
<tr>
<td>School Bonds</td>
<td>F-1 SCHL BONDS</td>
</tr>
<tr>
<td>School Bonds 2</td>
<td>F-1 SCHL BOND K-8 2000</td>
</tr>
<tr>
<td>School District</td>
<td>27-0001 FREMONT</td>
</tr>
<tr>
<td>TIF</td>
<td>NONE</td>
</tr>
<tr>
<td>Township</td>
<td>NONE</td>
</tr>
</tbody>
</table>

Current Value Information

<table>
<thead>
<tr>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$17,220</td>
<td>$90,690</td>
<td>$0</td>
<td>$107,910</td>
</tr>
</tbody>
</table>
Tax Information

<table>
<thead>
<tr>
<th>Year</th>
<th>Land</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$17,220</td>
<td>$90,690</td>
<td>$0</td>
<td>$107,910</td>
</tr>
<tr>
<td>2017</td>
<td>$17,220</td>
<td>$82,445</td>
<td>$0</td>
<td>$99,665</td>
</tr>
</tbody>
</table>

More Years...

Prior Year Value Information

Taxable Value | Exempt Value | Net Taxable Value | Levy | Gross Tax | Homestead Loss | Ag Land Tax Credit | Used Tax Credit | Net Tax
---|---|---|---|---|---|---|---|---
$107,910 | $0 | $107,910 | 2.084558 | $2,249.48 | $0.00 | $0.00 | $93.34 | $2,156.14

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes. Please click link below for accurate Tax Information

Get Official Taxes

Land Information

Lot Type | Square Feet | Acres
---|---|---
| Sq. Ft x Rate | 10,220 | 0.240

Residential Building Information

Occupancy | Style | Year Built | Total Living Area
---|---|---|---
| Single-Family / Owner Occupied | 1 1/2 Story Frame | 1915 | 2,366

Sale Information

Sale Date | Amount | Non-Useable Transaction Code | Recording
---|---|---|---
| 11/02/2010 | $47,000 | 999 - UNKNOWN | 2010 ~5674

GIS Map Information
**Special Assessment Exemption Application Form**

**Business Improvements District #1**

<table>
<thead>
<tr>
<th>Owner Name/Business Name:</th>
<th>REDIGER, REED P &amp; ALYSSA A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exempt Property Address:</td>
<td>334 W 4TH</td>
</tr>
<tr>
<td>Parcel ID #:</td>
<td>270003556</td>
</tr>
<tr>
<td>Owner Mailing Address:</td>
<td>13600 W O ST LINCOLN, NE 68528</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>402-429-4273</td>
</tr>
</tbody>
</table>

**Select Only One**

<table>
<thead>
<tr>
<th>Single Family Residential Property</th>
<th>or</th>
<th>Combined Use Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
<td></td>
<td>What percentage of the property is used by the owner for personal and family living space?</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Owner Occupied Living Space %:</td>
</tr>
</tbody>
</table>

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

**Signature of Applicant**

**Printed Name of Applicant**

**Date**

**RECEIVED**

**By:**
Parcel Number: 27003556
Computer ID: 1-2-1162
Deed Holder: REDIGER, REED P & ALYSSA A
Property Address: 334 W 4TH
FREMONT, NE 68025-0000 MAP THIS ADDRESS
Mailing Address: 13600 W O ST LINCOLN, NE 68528-0000 USA

Status: IMPROVED
Use: SINGLE FAMILY
Zoning: SINGLE FAMILY
Location: URBAN
City Size: 12,001 - 100,000
Lot Size: 1 SF - 10,000 SF
Map Area: 00301 NBHD
Subdivision: 91005 ORIGINAL TOWN
Sec-Twp-Rng: --
Lot-Block: -
Assessor Location: FREMONT
Legal Description: OT W1/2 LOT 7 BLK 157 & TL 282
(NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report: PROPERTY REPORT (PDF FILE)

**Taxing Districts**

<table>
<thead>
<tr>
<th>District</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ag Society</td>
<td>AG SOCIETY</td>
</tr>
<tr>
<td>City/Municipality</td>
<td>FREMONT</td>
</tr>
<tr>
<td>Community College</td>
<td>METRO COLLEGE</td>
</tr>
<tr>
<td>County</td>
<td>COUNTY</td>
</tr>
<tr>
<td>ESU</td>
<td>ESU #2</td>
</tr>
<tr>
<td>Fire</td>
<td>NONE</td>
</tr>
<tr>
<td>JPA</td>
<td>NONE</td>
</tr>
<tr>
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<td>1-FREMONT CITY</td>
</tr>
<tr>
<td>NRD</td>
<td>NRD PLATTE</td>
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<tr>
<td>SID</td>
<td>NONE</td>
</tr>
<tr>
<td>School Bonds</td>
<td>F-1 SCHL BONDS</td>
</tr>
<tr>
<td>School Bonds 2</td>
<td>F-1 SCHL BOND K-8 2000</td>
</tr>
<tr>
<td>School District</td>
<td>27-0001 FREMONT</td>
</tr>
<tr>
<td>TIF</td>
<td>NONE</td>
</tr>
<tr>
<td>Township</td>
<td>NONE</td>
</tr>
</tbody>
</table>

**Current Value Information**

<table>
<thead>
<tr>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$11,480</td>
<td>$32,600</td>
<td>$0</td>
<td>$44,080</td>
</tr>
</tbody>
</table>
### Tax Information

<table>
<thead>
<tr>
<th>Taxable Value</th>
<th>Exempt Value</th>
<th>Net Taxable Value</th>
<th>Levy</th>
<th>Gross Tax</th>
<th>Homestead Loss</th>
<th>Ag Land Tax Credit</th>
<th>Used Tax Credit</th>
<th>Net Tax</th>
</tr>
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<tbody>
<tr>
<td>$44,080</td>
<td>$0</td>
<td>$44,080</td>
<td>2.084558</td>
<td>$918.92</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$38.12</td>
<td>$880.80</td>
</tr>
</tbody>
</table>

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.

Please click link below for accurate Tax Information

Get Official Taxes

### Prior Year Value Information

<table>
<thead>
<tr>
<th>Year</th>
<th>Land Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$11,480</td>
<td>$32,600</td>
<td>$44,080</td>
</tr>
<tr>
<td>2017</td>
<td>$11,480</td>
<td>$29,640</td>
<td>$41,120</td>
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</table>

More Years...

### Land Information

<table>
<thead>
<tr>
<th>Lot Type</th>
<th>Square Feet</th>
<th>Acres</th>
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</thead>
<tbody>
<tr>
<td>Sq. Ft x Rate</td>
<td>5,740</td>
<td>0.130</td>
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</table>

### Residential Building Information

<table>
<thead>
<tr>
<th>Occupancy</th>
<th>Style</th>
<th>Year Built</th>
<th>Total Living Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Family / Owner Occupied</td>
<td>1 Story Frame</td>
<td>1862</td>
<td>1,112</td>
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### Sale Information

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Amount</th>
<th>Non-Useable Transaction Code</th>
<th>Recording</th>
</tr>
</thead>
<tbody>
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<td>10/24/2011</td>
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<td>0 - Normal Arms-Length Transaction</td>
<td>2011 ~4794</td>
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<tr>
<td>09/07/2006</td>
<td>$0</td>
<td>999 - UNKNOWN</td>
<td>2006 ~5901</td>
</tr>
<tr>
<td>03/19/2004</td>
<td>$0</td>
<td>999 - UNKNOWN</td>
<td>2004 ~1941</td>
</tr>
</tbody>
</table>

### GIS Map Information
Special Assessment Exemption Application Form
Business Improvements District #1

Owner Name/Business Name:
JONES NATL BANK & TRUST CUST FOR DANIEL R KNOSP ROTH IRA

Exempt Property Address:
315 E 4TH

Parcel ID #
270004102

Owner Mailing Address:
PO BOX 469 SEWARD, NE 68434

Telephone Number:

Select Only One

[Select]

<table>
<thead>
<tr>
<th>Single Family Residential Property</th>
<th>or</th>
<th>Combined Use Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
<td></td>
<td>What percentage of the property is used by the owner for personal and family living space?</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Owner</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Occupied Living Space %:</td>
</tr>
</tbody>
</table>

Under penalties of law, I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

The Jones National Bank & Trust Co., as Custodian
For: Daniel R. Knosp Roth IRA
By: Nancy L. Cradick, TD

Signature of Applicant
Jones Nat'l Bank & Trust Co., Custodian for Daniel R. Knosp Roth IRA, BY: Nancy L Cradick, Trust Officer

Printed Name of Applicant

Date
7/28/18
**Parcel Number:** 270004102  
**Computer ID:** 1-2-1328-  
**Deed Holder:** JONES NATL BANK & TRUST CUST FOR DANIEL R KNOSP ROTH IRA  
**Property Address:** 315 E 4TH  
FREMONT, NE 68025-0000 [MAP THIS ADDRESS]  
**Mailing Address:** PO BOX 469 SEWARD, NE 68434-0000 USA  
**Status:** IMPROVED  
**Use:** SINGLE FAMILY  
**Zoning:** SINGLE FAMILY  
**Location:** URBAN  
**City Size:** 12,001 - 100,000  
**Lot Size:** 1 SF - 10,000 SF  
**Map Area:** 00301 NBHD  
**Subdivision:** 91005 ORIGINAL TOWN  
**Sec-Twp-Rng:** --  
**Lot-Block:** -  
**Assessor Location:** FREMONT  
**Legal Description:** OT W30' LOT 3, E6' LOT 4 BLK 175 & TL 336  
(NOT TO BE USED ON LEGAL DOCUMENTS)  
**Property Report:** PROPERTY REPORT (PDF FILE)  

### Taxing Districts

<table>
<thead>
<tr>
<th>District</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ag Society</td>
<td>AG SOCIETY</td>
</tr>
<tr>
<td>City/Municipality</td>
<td>FREMONT</td>
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</tr>
<tr>
<td>Fire</td>
<td>NONE</td>
</tr>
<tr>
<td>JPA</td>
<td>NONE</td>
</tr>
<tr>
<td>Master</td>
<td>1-FREMONT CITY</td>
</tr>
<tr>
<td>NRD</td>
<td>NRD PLATTE</td>
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<td>SID</td>
<td>NONE</td>
</tr>
<tr>
<td>School Bonds</td>
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<tr>
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<td>27-0001 FREMONT</td>
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<tr>
<td>TIF</td>
<td>NONE</td>
</tr>
<tr>
<td>Township</td>
<td>NONE</td>
</tr>
</tbody>
</table>

### Current Value Information

<table>
<thead>
<tr>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10,080</td>
<td>$49,670</td>
<td>$0</td>
<td>$59,750</td>
</tr>
</tbody>
</table>
## Tax Information

<table>
<thead>
<tr>
<th>Year</th>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$10,080</td>
<td>$49,670</td>
<td>$0</td>
<td>$59,750</td>
</tr>
<tr>
<td>2017</td>
<td>$10,080</td>
<td>$46,610</td>
<td>$0</td>
<td>$56,690</td>
</tr>
</tbody>
</table>

**More Years...**

### Prior Year Value Information

<table>
<thead>
<tr>
<th>Year</th>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
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<td>$56,690</td>
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</tbody>
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<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sq. Ft x Rate</td>
<td>5,040</td>
<td>0.120</td>
</tr>
</tbody>
</table>

### Residential Building Information

<table>
<thead>
<tr>
<th>Occupancy</th>
<th>Style</th>
<th>Year Built</th>
<th>Total Living Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Family / Owner Occupied</td>
<td>2 Story Frame</td>
<td>1900</td>
<td>1,900</td>
</tr>
</tbody>
</table>

### Sale Information

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Amount</th>
<th>Non-Useable Transaction Code</th>
<th>Recording</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/10/2016</td>
<td>$45,635</td>
<td>2 - ZONING AFFECTED</td>
<td>2016 ~2540</td>
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<tr>
<td>12/02/2005</td>
<td>$54,500</td>
<td>999 - UNKNOWN</td>
<td>2005 ~8490</td>
</tr>
<tr>
<td>05/16/2005</td>
<td>$51,779</td>
<td>999 - UNKNOWN</td>
<td>2005 ~3688</td>
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<tr>
<td>09/03/2000</td>
<td>$70,000</td>
<td>0 - Normal Arms-Length Transaction</td>
<td>2000 ~6182</td>
</tr>
</tbody>
</table>

### GIS Map Information
**Special Assessment Exemption Application Form**

**Business Improvements District #1**

<table>
<thead>
<tr>
<th>Owner Name/Business Name:</th>
<th>KAIROS PROPERTIES LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exempt Property Address:</td>
<td>230 N D</td>
</tr>
<tr>
<td>Parcel ID #</td>
<td>270004263</td>
</tr>
<tr>
<td>Owner Mailing Address:</td>
<td>926 CO RD T FREMONT, NE 68025</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>402-721-0873</td>
</tr>
</tbody>
</table>

**Select Only One**

<table>
<thead>
<tr>
<th>Single Family Residential Property</th>
<th>or</th>
<th>Combined Use Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
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<td>What percentage of the property is used by the owner for personal and family living space?</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Owner Occupied Living Space %:</td>
</tr>
</tbody>
</table>

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant: KEVIN POHLKEN

Date: 8/10/18

Printed Name of Applicant: KEVIN POHLKEN
Parcel Number: 270004263
Computer ID: 1-2-1374-
Deed Holder: KAIROS PROPERTIES LLC
Property Address: 230 N D
FREMONT, NE 68025-0000 MAP THIS ADDRESS
Mailing Address: 926 CO RD T
FREMONT, NE 68025-0000 USA
Status: IMPROVED
Use: SINGLE FAMILY
Zoning: SINGLE FAMILY
Location: URBAN
City Size: 12,001 - 100,000
Lot Size: 1 SF - 10,000 SF
Map Area: 00301 NBHD
Subdivision: 91005 ORIGINAL TOWN
Sec-Twp-Rng: --
Lot-Block: -
Assessor Location: FREMONT
Legal Description: OT S52' LOT 4 BLK 182 & TL 357
(NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report: PROPERTY REPORT (PDF FILE)

Taxing Districts

<table>
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<th>District</th>
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<td>SID</td>
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<tr>
<td>School Bonds</td>
<td>F-1 SCHL BONDS</td>
</tr>
<tr>
<td>School Bonds 2</td>
<td>F-1 SCHL BOND K-8 2000</td>
</tr>
<tr>
<td>School District</td>
<td>27-0001 FREMONT</td>
</tr>
<tr>
<td>TIF</td>
<td>NONE</td>
</tr>
<tr>
<td>Township</td>
<td>NONE</td>
</tr>
</tbody>
</table>

Current Value Information

<table>
<thead>
<tr>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7,920</td>
<td>$31,320</td>
<td>$0</td>
<td>$39,240</td>
</tr>
</tbody>
</table>
### Tax Information

<table>
<thead>
<tr>
<th>Taxable Value</th>
<th>Exempt Value</th>
<th>Net Taxable Value</th>
<th>Levy</th>
<th>Gross Tax</th>
<th>Homestead Loss</th>
<th>Ag Land Tax Credit</th>
<th>Used Tax Credit</th>
<th>Net Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>$39,240</td>
<td>$0</td>
<td>$39,240</td>
<td>2.084558</td>
<td>$818.04</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$33.94</td>
<td>$784.10</td>
</tr>
</tbody>
</table>

**NOTE:** Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes. Please click link below for accurate Tax Information.Get Official Taxes.

### Prior Year Value Information

<table>
<thead>
<tr>
<th>Year</th>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$7,920</td>
<td>$31,320</td>
<td>$0</td>
<td>$39,240</td>
</tr>
<tr>
<td>2017</td>
<td>$7,920</td>
<td>$29,390</td>
<td>$0</td>
<td>$37,310</td>
</tr>
</tbody>
</table>

年龄段：More Years...

### Land Information

<table>
<thead>
<tr>
<th>Lot Type</th>
<th>Square Feet</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sq. Ft x Rate</td>
<td>3,960</td>
<td>0.090</td>
</tr>
</tbody>
</table>

### Residential Building Information

<table>
<thead>
<tr>
<th>Occupancy</th>
<th>Style</th>
<th>Year Built</th>
<th>Total Living Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Family / Owner Occupied</td>
<td>1 Story Frame</td>
<td>1900</td>
<td>936</td>
</tr>
</tbody>
</table>

### Sale Information

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Amount</th>
<th>Non-Useable Transaction Code</th>
<th>Recording</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/20/2017</td>
<td>$40,000</td>
<td>0 - Normal Arms-Length Transaction</td>
<td>2017 ~5713</td>
</tr>
<tr>
<td>01/28/2003</td>
<td>$0</td>
<td>999 - UNKNOWN</td>
<td>2003 ~849</td>
</tr>
<tr>
<td>11/20/1992</td>
<td>$7,000</td>
<td>0 - Normal Arms-Length Transaction</td>
<td>223 ~928</td>
</tr>
</tbody>
</table>

### GIS Map Information
Special Assessment Exemption Application Form
Business Improvements District #1

<table>
<thead>
<tr>
<th>Owner Name/Business Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CORNERSTONE DESIGN LLC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Exempt Property Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>310 E MILITARY AVE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Parcel ID #</th>
</tr>
</thead>
<tbody>
<tr>
<td>270002086</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Owner Mailing Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>310 E MILITARY AVE FREMONT, NE 68025</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Select Only One**

- [ ] Single Family Residential Property
- [x] Combined Use Commercial

<table>
<thead>
<tr>
<th>Single Family Residential Property</th>
<th>Combined Use Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
<td>What percentage of the property is used by the owner for personal and family living space? 60%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Owner Occupied Living Space %:</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
</tr>
</tbody>
</table>

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant: [Signature]
Printed Name of Applicant: [Name]

Date: 2-30-18
Parcel Number: 270002086
Computer ID: 1-2-650-
Deed Holder: CORNERSTONE DESIGN LLC
Property Address: 310 E MILITARY AVE
FREMONT, NE 68025-5070
Mailing Address: % NPHROLOGY CARE LLC
310 E MILITARY AVE
FREMONT, NE 68025-5070
Status: IMPROVED
Use: COMMERCIAL
Zoning: COMMERCIAL
City Size: 12,001 - 100,000
Lot Size: 20,001 SF - 1.0 ACRE
Map Area: 04101 FREMONT COMM OT
Subdivision: 91005 ORIGINAL TOWN
Sec-Twp-Rng: --
Lot-Block: --
Assessor Location: FREMONT
Legal Description: OT S10-1/2' LOTS 3 & 4, ALL LOTS 5 & 6 BLK 115 & TL 182-184
(Property Report: PROPERTY REPORT (PDF FILE)

**Taxing Districts**

<table>
<thead>
<tr>
<th>District</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ag Society</td>
<td>AG SOCIETY</td>
</tr>
<tr>
<td>City/Municipality</td>
<td>FREMONT</td>
</tr>
<tr>
<td>Community College</td>
<td>METRO COLLEGE</td>
</tr>
<tr>
<td>County</td>
<td>COUNTY</td>
</tr>
<tr>
<td>ESU</td>
<td>ESU #2</td>
</tr>
<tr>
<td>Fire</td>
<td>NONE</td>
</tr>
<tr>
<td>JPA</td>
<td>NONE</td>
</tr>
<tr>
<td>Master</td>
<td>1-FREMONT CITY</td>
</tr>
<tr>
<td>NRD</td>
<td>NRD PLATTE</td>
</tr>
<tr>
<td>SID</td>
<td>NONE</td>
</tr>
<tr>
<td>School Bonds</td>
<td>F-1 SCHL BONDS</td>
</tr>
<tr>
<td>School Bonds 2</td>
<td>F-1 SCHL BOND K-8 2000</td>
</tr>
<tr>
<td>School District</td>
<td>27-0001 FREMONT</td>
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<tr>
<td>TIF</td>
<td>NONE</td>
</tr>
<tr>
<td>Township</td>
<td>NONE</td>
</tr>
</tbody>
</table>

**Current Value Information**

<table>
<thead>
<tr>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$61,520</td>
<td>$175,000</td>
<td>$0</td>
<td>$236,520</td>
</tr>
</tbody>
</table>
**Tax Information**

<table>
<thead>
<tr>
<th>Year</th>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$61,520</td>
<td>$175,000</td>
<td>$0</td>
<td>$236,520</td>
</tr>
<tr>
<td>2017</td>
<td>$61,520</td>
<td>$175,000</td>
<td>$0</td>
<td>$236,520</td>
</tr>
</tbody>
</table>

**Prior Year Value Information**

<table>
<thead>
<tr>
<th>Year</th>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
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<td>$0</td>
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</tr>
<tr>
<td>2017</td>
<td>$61,520</td>
<td>$175,000</td>
<td>$0</td>
<td>$236,520</td>
</tr>
</tbody>
</table>

**Land Information**

**Residential Building Information**

**Commercial Building Information**

**Yard Extra Information**

**Sale Information**

- **12/20/2013** $0 2 - ZONING AFFECTED 2013 ~6805
- **08/14/2012** $240,000 1 - LAND CONTRACT 2012 ~4464
- **03/07/2005** $0 999 - UNKNOWN 2005 ~1540

**NOTE:** Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes. Please click link below for accurate Tax Information.

[Get Official Taxes]
Special Assessment Exemption Application Form  
Business Improvements District #1

<table>
<thead>
<tr>
<th>Owner Name/Business Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BREHM, RODGER T &amp; ANN E</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Exempt Property Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>618 - 626 N H</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Parcel ID #</th>
</tr>
</thead>
<tbody>
<tr>
<td>270002415</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Owner Mailing Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1945 MORNINGSIDE RD APT 325 FREMONT, NE 68025</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>102-215-2963</td>
</tr>
</tbody>
</table>

---

**Select Only One**

- [x] Single Family Residential Property
  - 100% of the property is used as single family residential

- [ ] Combined Use Commercial
  - What percentage of the property is used by the owner for personal and family living space?
  - Owner Occupied Living Space %: 85%

- [ ] 15% living space
  - owner

---

Under penalties of law. I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

[Signature]

Printed Name of Applicant

[Printed Name]  

Date

[Date]
Parcel Number: 270002415
Computer ID: 1-2-788
Deed Holder: BREHM, RODGER T & ANN E
Property Address: 618 - 626 N H
Fremont, NE 68025-0000
Mailing Address: 1945 Morningside RD
Fremont, NE 68025-0000
Status: IMPROVED
Use: COMMERCIAL
Zoning: COMMERCIAL
Location: URBAN
City Size: 12,001 - 100,000
Lot Size: 1 SF - 10,000 SF
Map Area: 04101 FREMONT COMM OT
Subdivision: 91005 ORIGINAL TOWN
Sec-Twp-Rng: --
Lot-Block: -
Assessor Location: FREMONT
Legal Description: OT N77' LOT 5 BLK 126 & TL 201
(NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report: PROPERTY REPORT (PDF FILE)

District

<table>
<thead>
<tr>
<th>District</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ag Society</td>
<td>AG SOCIETY</td>
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<td>COUNTY</td>
</tr>
<tr>
<td>ESU</td>
<td>ESU #2</td>
</tr>
<tr>
<td>Fire</td>
<td>NONE</td>
</tr>
<tr>
<td>JPA</td>
<td>NONE</td>
</tr>
<tr>
<td>Master</td>
<td>1-FREMONT CITY</td>
</tr>
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<td>NRD</td>
<td>NRD PLATTE</td>
</tr>
<tr>
<td>SID</td>
<td>NONE</td>
</tr>
<tr>
<td>School Bonds</td>
<td>F-1 SCHL BONDS</td>
</tr>
<tr>
<td>School Bonds 2</td>
<td>F-1 SCHL BOND K 8 2000</td>
</tr>
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<td>School District</td>
<td>27-0001 FREMONT</td>
</tr>
<tr>
<td>TIF</td>
<td>NONE</td>
</tr>
<tr>
<td>Township</td>
<td>NONE</td>
</tr>
</tbody>
</table>

Current Value Information

<table>
<thead>
<tr>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$22,870</td>
<td>$116,565</td>
<td>$0</td>
<td>$139,435</td>
</tr>
</tbody>
</table>
Tax Information

<table>
<thead>
<tr>
<th>Year</th>
<th>Land</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$22,870</td>
<td>$116,565</td>
<td>$0</td>
<td>$139,435</td>
</tr>
<tr>
<td>2017</td>
<td>$18,805</td>
<td>$116,565</td>
<td>$0</td>
<td>$135,370</td>
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Prior Year Value Information

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<thead>
<tr>
<th>Year</th>
<th>Land</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$22,870</td>
<td>$116,565</td>
<td>$0</td>
<td>$139,435</td>
</tr>
<tr>
<td>2017</td>
<td>$18,805</td>
<td>$116,565</td>
<td>$0</td>
<td>$135,370</td>
</tr>
</tbody>
</table>

Land Information

<table>
<thead>
<tr>
<th>Lot Type</th>
<th>Square Feet</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sq. Ft x Rate</td>
<td>5,082</td>
<td>0.120</td>
</tr>
</tbody>
</table>

Commercial Building Information

<table>
<thead>
<tr>
<th>Occupancy</th>
<th>Year Built</th>
<th>Building Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office - General w/Apart. Uppers</td>
<td>1930</td>
<td>9,768</td>
</tr>
</tbody>
</table>

Yard Extra Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Item Count</th>
<th>Year Built</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
</tr>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
</tr>
</tbody>
</table>

Sale Information

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Amount</th>
<th>Non-Useable Transaction Code</th>
<th>Recording</th>
</tr>
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<tbody>
<tr>
<td>11/25/2004</td>
<td>$125,000</td>
<td>0 - Normal Arms-Length Transaction</td>
<td>2005 ~144</td>
</tr>
</tbody>
</table>

GIS Map Information
**Special Assessment Exemption Application Form**

**Business Improvements District #1**

<table>
<thead>
<tr>
<th>Owner Name/Business Name:</th>
<th>COULTER, MARK S</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exempt Property Address:</td>
<td>240 W 6TH</td>
</tr>
<tr>
<td>Parcel ID #</td>
<td>270002422</td>
</tr>
<tr>
<td>Owner Mailing Address:</td>
<td>2220 GAETH AVE FREMONT, NE 68025</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td></td>
</tr>
</tbody>
</table>

**Select Only One**

<table>
<thead>
<tr>
<th>Single Family Residential Property</th>
<th>or</th>
<th>Combined Use Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
<td></td>
<td>What percentage of the property is used by the owner for personal and family living space?</td>
</tr>
<tr>
<td>Owner Occupied Living Space %: Storage</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

**Signature of Applicant**

Mark Coulter

**Printed Name of Applicant**

Mark Coulter

**Date**

5/28/18

**RECEIVED**

SEP 04 2018

BY: ___________________
Parcel Number: 270002422
Computer ID: 1-2-790
Deed Holder: COULTER, MARK S
Property Address: 240 W 6TH
FREMONT, NE 68025-0000 MAP THIS ADDRESS
Mailing Address: 2220 GAETH AVE
FREMONT, NE 68025-0000 USA
Status: IMPROVED
Use: COMMERCIAL
Zoning: COMMERCIAL
Location: URBAN
City Size: 12,001 - 100,000
Lot Size: 1 SF - 10,000 SF
Map Area: 04101 FREMONT COMM OT
Subdivision: 91005 ORIGINAL TOWN
Sec-Twp-Rng: --
Lot-Block: -
Assessor Location: FREMONT
Legal Description: OT S55' LOT 5 BLK 126
(NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report: PROPERTY REPORT (PDF FILE)

District

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ag Society</td>
</tr>
<tr>
<td>City/Municipality</td>
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<tr>
<td>School District</td>
</tr>
<tr>
<td>TIF</td>
</tr>
<tr>
<td>Township</td>
</tr>
</tbody>
</table>

Taxing Districts

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>FREMONT</td>
</tr>
<tr>
<td>METRO COLLEGE</td>
</tr>
<tr>
<td>COUNTY</td>
</tr>
<tr>
<td>ESU #2</td>
</tr>
<tr>
<td>NONE</td>
</tr>
<tr>
<td>NONE</td>
</tr>
<tr>
<td>1-FREMONT CITY</td>
</tr>
<tr>
<td>NRD PLATTE</td>
</tr>
<tr>
<td>NONE</td>
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</tr>
<tr>
<td>27-0001 FREMONT</td>
</tr>
<tr>
<td>NONE</td>
</tr>
</tbody>
</table>

Current Value Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Value</td>
<td>$16,335</td>
</tr>
<tr>
<td>Dwelling Value</td>
<td>$21,825</td>
</tr>
<tr>
<td>Improvement Value</td>
<td>$0</td>
</tr>
<tr>
<td>Total Value</td>
<td>$38,160</td>
</tr>
</tbody>
</table>
### Tax Information

<table>
<thead>
<tr>
<th>Item</th>
<th>Count</th>
<th>Year Built</th>
<th>Exempt Value</th>
<th>Land Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
<td>$0</td>
<td>$16,335</td>
<td>$0</td>
<td>$16,335</td>
</tr>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
<td>$0</td>
<td>$13,430</td>
<td>$0</td>
<td>$13,430</td>
</tr>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
<td>$0</td>
<td>$16,335</td>
<td>$0</td>
<td>$16,335</td>
</tr>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1938</td>
<td>$0</td>
<td>$16,335</td>
<td>$0</td>
<td>$16,335</td>
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<tr>
<td>Paving - Concrete</td>
<td>1</td>
<td>1938</td>
<td>$0</td>
<td>$16,335</td>
<td>$0</td>
<td>$16,335</td>
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</tbody>
</table>

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes.

Please click link below for accurate Tax Information

Get Official Taxes

### Prior Year Value Information

<table>
<thead>
<tr>
<th>Year</th>
<th>Land Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$16,335</td>
<td>$21,825</td>
<td>$38,160</td>
</tr>
<tr>
<td>2017</td>
<td>$13,430</td>
<td>$21,825</td>
<td>$35,255</td>
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</tbody>
</table>

More Years...

### Land Information

<table>
<thead>
<tr>
<th>Lot Type</th>
<th>Square Feet</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sq. Ft x Rate</td>
<td>3,630</td>
<td>0.080</td>
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</table>

### Commercial Building Information

<table>
<thead>
<tr>
<th>Occupancy</th>
<th>Year Built</th>
<th>Building Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office - General</td>
<td>1938</td>
<td>588</td>
</tr>
<tr>
<td>Mini - Storage</td>
<td>1938</td>
<td>420</td>
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</table>

### Yard Extra Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Item Count</th>
<th>Year Built</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
</tr>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
</tr>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
</tr>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1938</td>
</tr>
<tr>
<td>Paving - Concrete</td>
<td>1</td>
<td>1938</td>
</tr>
</tbody>
</table>

### GIS Map Information
Owner Name/Business Name:
GORACKE, CURT & LYNN

Exempt Property Address:
419 N MAIN

Parcel ID #
270003367

Owner Mailing Address:
1080 TIMBERWOODS DR AMES, NE 68621

Telephone Number:

Select Only One

<table>
<thead>
<tr>
<th>Single Family Residential Property</th>
<th>or</th>
<th>Combined Use Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
<td></td>
<td>What percentage of the property is used by the owner for personal and family living space?</td>
</tr>
</tbody>
</table>

Owner
Occupied Living Space %:

Under penalties of law, I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

Printed Name of Applicant

Date 7/26/2018
Parcel Number: 270003367
Computer ID: 1-2-1102-
Deed Holder: GORACKE, CURT & LYNN
Property Address: 419 N MAIN
FREMONT, NE 68025-0000 MAP THIS ADDRESS
Mailing Address: 1080 TIMBERWOODS DR
AMES, NE 68621-0000 USA
Status: IMPROVED
Use: COMMERCIAL
Zoning: COMMERCIAL
Location: URBAN
City Size: 12,001 - 100,000
Lot Size: 1 SF - 10,000 SF
Map Area: 04101 FREMONT COMM OT
Subdivision: 91005 ORIGINAL TOWN
Sec-Twp-Rng: --
Lot-Block: -
Assessor Location: FREMONT
Legal Description: OT N44' LOTS 7 & 8 BLK 154 (NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report: PROPERTY REPORT (PDF FILE)

<table>
<thead>
<tr>
<th>District</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ag Society</td>
<td>AG SOCIETY</td>
</tr>
<tr>
<td>City/Municipality</td>
<td>FREMONT</td>
</tr>
<tr>
<td>Community College</td>
<td>METRO COLLEGE</td>
</tr>
<tr>
<td>County</td>
<td>COUNTY</td>
</tr>
<tr>
<td>ESU</td>
<td>ESU #2</td>
</tr>
<tr>
<td>Fire</td>
<td>NONE</td>
</tr>
<tr>
<td>JPA</td>
<td>NONE</td>
</tr>
<tr>
<td>Master</td>
<td>1-FREMONT CITY</td>
</tr>
<tr>
<td>NRD</td>
<td>NRD PLATTE</td>
</tr>
<tr>
<td>SID</td>
<td>NONE</td>
</tr>
<tr>
<td>School Bonds</td>
<td>F-1 SCHL BONDS</td>
</tr>
<tr>
<td>School Bonds 2</td>
<td>F-1 SCHL BOND K-8 2000</td>
</tr>
<tr>
<td>School District</td>
<td>27-0001 FREMONT</td>
</tr>
<tr>
<td>TIF</td>
<td>NONE</td>
</tr>
<tr>
<td>Township</td>
<td>NONE</td>
</tr>
</tbody>
</table>

Land Value: $24,750
Dwelling Value: $101,820
Improvement Value: $0
Total Value: $126,570
Tax Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Item Count</th>
<th>Year Built</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yard Extra</td>
<td>1</td>
<td>1900</td>
</tr>
</tbody>
</table>

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes. Please click link below for accurate Tax Information.

Get Official Taxes

Prior Year Value Information

<table>
<thead>
<tr>
<th>Year</th>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$24,750</td>
<td>$101,820</td>
<td>$0</td>
<td>$126,570</td>
</tr>
<tr>
<td>2017</td>
<td>$20,350</td>
<td>$101,820</td>
<td>$0</td>
<td>$122,170</td>
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More Years...

Land Information

<table>
<thead>
<tr>
<th>Lot Type</th>
<th>Square Feet</th>
<th>Acres</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>5,500</td>
<td>0.130</td>
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Commercial Building Information

<table>
<thead>
<tr>
<th>Occupancy</th>
<th>Year Built</th>
<th>Building Area</th>
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</thead>
<tbody>
<tr>
<td>Store - Retail Small</td>
<td>1920</td>
<td>2,105</td>
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<tr>
<td>Store - Retail Small</td>
<td>1920</td>
<td>315</td>
</tr>
<tr>
<td>Metal Warehouse - Steel Frame</td>
<td>1920</td>
<td>1,784</td>
</tr>
<tr>
<td>Store - Retail Small</td>
<td>1920</td>
<td>1,296</td>
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Yard Extra Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Item Count</th>
<th>Year Built</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yard Extra</td>
<td>1</td>
<td>1900</td>
</tr>
</tbody>
</table>

GIS Map Information
Special Assessment Exemption Application Form

Business Improvements District #1

<table>
<thead>
<tr>
<th>Owner Name/Business Name:</th>
<th>GUILLIATT, MARK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exempt Property Address:</td>
<td>415 N MAIN</td>
</tr>
<tr>
<td>Parcel ID #</td>
<td>270003374</td>
</tr>
<tr>
<td>Owner Mailing Address:</td>
<td>630 N D ST FREMONT, NE 68025</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td></td>
</tr>
</tbody>
</table>

Select Only One

☐ 100% of the property is used as single family residential

☐ Combined Use Commercial

What percentage of the property is used by the owner for personal and family living space?

Owner
Occupied Living Space %: 60%

Under penalties of law. I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

Mark Guilliatt

Printed Name of Applicant

Date 8/1/18
Parcel Number: 270003374
Computer ID: 1-2-1104-
Deed Holder: GUILLIATT, MARK
Property Address: 415 N MAIN
                        FREMONT, NE 68025-0000  MAP THIS ADDRESS
Mailing Address: 630 N D ST
                        FREMONT, NE 68025-0000 USA
Status: IMPROVED
Use: COMMERCIAL
Zoning: COMMERCIAL
Location: URBAN
City Size: 12,001 - 100,000
Lot Size: 1 SF - 10,000 SF
Map Area: 04101 FREMONT COMM OT
Subdivision: 91005 ORIGINAL TOWN
Sec-Twp-Rng: --
Lot-Block: -
Assessor Location: FREMONT
Legal Description: OT S22'N1/2 LOTS 7 & 8 BLK 154
                          (NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report: PROPERTY REPORT (PDF FILE)

Taxing Districts

<table>
<thead>
<tr>
<th>District</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ag Society</td>
<td>AG SOCIETY</td>
</tr>
<tr>
<td>City/Municipality</td>
<td>FREMONT</td>
</tr>
<tr>
<td>Community College</td>
<td>METRO COLLEGE</td>
</tr>
<tr>
<td>County</td>
<td>COUNTY</td>
</tr>
<tr>
<td>ESU</td>
<td>ESU #2</td>
</tr>
<tr>
<td>Fire</td>
<td>NONE</td>
</tr>
<tr>
<td>JPA</td>
<td>NONE</td>
</tr>
<tr>
<td>Master</td>
<td>1-FREMONT CITY</td>
</tr>
<tr>
<td>NRD</td>
<td>NRD PLATTE</td>
</tr>
<tr>
<td>SID</td>
<td>NONE</td>
</tr>
<tr>
<td>School Bonds</td>
<td>F-1 SCHL BONDS</td>
</tr>
<tr>
<td>School Bonds 2</td>
<td>F-1 SCHL BOND K-8 2000</td>
</tr>
<tr>
<td>School District</td>
<td>27-0001 FREMONT</td>
</tr>
<tr>
<td>TIF</td>
<td>NONE</td>
</tr>
<tr>
<td>Township</td>
<td></td>
</tr>
</tbody>
</table>

Current Value Information

<table>
<thead>
<tr>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12,375</td>
<td>$211,280</td>
<td>$0</td>
<td>$223,655</td>
</tr>
</tbody>
</table>
### Tax Information

<table>
<thead>
<tr>
<th>Property</th>
<th>Taxable Value</th>
<th>Exempt Value</th>
<th>Net Taxable Value</th>
<th>Levy</th>
<th>Gross Tax</th>
<th>Homestead Loss</th>
<th>Ag Land Tax Credit</th>
<th>Used Tax Credit</th>
<th>Net Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>223,655</td>
<td>0</td>
<td>223,655</td>
<td>2.084558</td>
<td>4,662.28</td>
<td>0.00</td>
<td>0.00</td>
<td>193.46</td>
<td>4,468.82</td>
</tr>
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</table>

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes. Please click link below for accurate Tax Information: [Get Official Taxes](#)

### Prior Year Value Information

<table>
<thead>
<tr>
<th>Year</th>
<th>Land</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$12,375</td>
<td>$211,280</td>
<td>$0</td>
<td>$223,655</td>
</tr>
<tr>
<td>2017</td>
<td>$10,175</td>
<td>$211,280</td>
<td>$0</td>
<td>$221,455</td>
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More Years...

### Land Information

<table>
<thead>
<tr>
<th>Lot Type</th>
<th>Square Feet</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sq. Ft x Rate</td>
<td>2,750</td>
<td>0.060</td>
</tr>
</tbody>
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### Commercial Building Information

<table>
<thead>
<tr>
<th>Occupancy</th>
<th>Year Built</th>
<th>Building Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Store - Retail Small</td>
<td>1900</td>
<td>550</td>
</tr>
<tr>
<td>Office - General w/Apart. Uppers</td>
<td>1900</td>
<td>2,860</td>
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</tbody>
</table>

### Yard Extra Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Item Count</th>
<th>Year Built</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>2014</td>
</tr>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
</tr>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
</tr>
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### Sale Information

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Amount</th>
<th>Non-Useable Transaction Code</th>
<th>Recording</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/17/2012</td>
<td>$115,000</td>
<td>0 - Normal Arms-Length Transaction</td>
<td>2012 ~6881</td>
</tr>
<tr>
<td>02/12/2003</td>
<td>$77,000</td>
<td>0 - Normal Arms-Length Transaction</td>
<td>2003 ~1629</td>
</tr>
<tr>
<td>08/08/2002</td>
<td>$66,250</td>
<td>999 - UNKNOWN</td>
<td>2002 ~6066</td>
</tr>
</tbody>
</table>
Special Assessment Exemption Application Form
Business Improvements District #1

Owner Name/Business Name:
DURAN, OSCAR & KATIE

Exempt Property Address:
445 N BROAD

Parcel ID #
270003402

Owner Mailing Address:
445 N BROAD FREMONT, NE 68025

Telephone Number: 402-250-1648

Select Only One

☐

<table>
<thead>
<tr>
<th>Single Family Residential Property</th>
<th>or</th>
<th>Combined Use Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
<td></td>
<td>What percentage of the property is used by the owner for personal and family living space?</td>
</tr>
</tbody>
</table>
| | | Owner Occupied Living Space %: 70%

Under penalties of law. I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant

Printed Name of Applicant

Date 8-31-18

REC SEP 04 2018
BY:
Parcel Number: 270003402
Computer ID: 1-2-1120-
Deed Holder: DURAN, OSCAR & KATIE
Property Address: 445 N BROAD
               FREMONT, NE 68025-0000 MAP THIS ADDRESS
Mailing Address: 445 N BROAD
               FREMONT, NE 68025-0000 USA
Status: IMPROVED
Use: COMMERCIAL
Zoning: COMMERCIAL
Location: URBAN
City Size: 12,001 - 100,000
Lot Size: 1 SF - 10,000 SF
Map Area: 04101 FREMONT COMM OT
Subdivision: 91005 ORIGINAL TOWN
Sec-Twp-Rng: --
Lot-Block: -
Assessor Location: FREMONT
Legal Description: OT N44° LOTS 1 & 2 BLK 156 & TL 273
(NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report: PROPERTY REPORT (PDF FILE)

Taxing Districts

<table>
<thead>
<tr>
<th>District</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ag Society</td>
<td>AG SOCIETY</td>
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<td>NONE</td>
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<td>NRD PLATTE</td>
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<tr>
<td>SID</td>
<td>NONE</td>
</tr>
<tr>
<td>School Bonds</td>
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<tr>
<td>School Bonds 2</td>
<td>F-1 SCHL BOND K-8 2000</td>
</tr>
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<tr>
<td>TIF</td>
<td>NONE</td>
</tr>
<tr>
<td>Township</td>
<td>NONE</td>
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</table>

Current Value Information

<table>
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<tr>
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<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$27,720</td>
<td>$127,750</td>
<td>$0</td>
<td>$155,470</td>
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</table>
Tax Information

<table>
<thead>
<tr>
<th>Year Built</th>
<th>Building Area</th>
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</thead>
<tbody>
<tr>
<td>1894</td>
<td>7,040</td>
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</table>

Lot Type

- Office - General w/Apart. Uppers

Land Information

<table>
<thead>
<tr>
<th>Lot Type</th>
<th>Square Feet</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6,160</td>
<td>0.140</td>
</tr>
</tbody>
</table>

Sale Information

- **12/05/2014**: $161,000, 0 - Normal Arms-Length Transaction, Recording 2014 ~5241
- **03/11/1998**: $80,000, 0 - Normal Arms-Length Transaction, Recording 1998 ~1379
- **09/15/1997**: $80,000, 0 - Normal Arms-Length Transaction, Recording 257 ~347

GIS Map Information
Special Assessment Exemption Application Form
Business Improvements District #1

Owner Name/Business Name:
VELEZ, ALFREDO

Exempt Property Address:
251 E 4TH

Parcel ID #
270003941

Owner Mailing Address:
350 N D FREMONT, NE 68025

Telephone Number:

---

Select Only One

- [ ] Single Family Residential Property
- [X] Combined Use Commercial

<table>
<thead>
<tr>
<th>Single Family Residential Property</th>
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<th>Combined Use Commercial</th>
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</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
<td></td>
<td>What percentage of the property is used by the owner for personal and family living space?</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Owner Occupied Living Space %: 2.5%</td>
</tr>
</tbody>
</table>

Under penalties of law, I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant: [Signature]
Printed Name of Applicant: [Printed Name]
Date: 9-16-2016

RECEIVED SEP 21 2018
BY: [Signature]
Parcel Number: 270003941
Computer ID: 1-2-1280-
Deed Holder: VELEZ, ALFREDO
Property Address: 251 E 4TH
FREMONT, NE 68025-0000
Mailing Address: 350 N D
FREMONT, NE 68025-0000 USA
Status: IMPROVED
Use: COMMERCIAL
Zoning: COMMERCIAL
Location: URBAN
City Size: 12,001 - 100,000
Lot Size: 1 SF - 10,000 SF
Map Area: 04101 FREMONT COMM OT
Subdivision: 91005 ORIGINAL TOWN
Sec-Twp-Rng: --
Lot-Block: -
Assessor Location: FREMONT
Legal Description: OT E22'N80' LOT 1 BLK 174
(NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report: PROPERTY REPORT (PDF FILE)

Taxing Districts

<table>
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<tr>
<th>District</th>
<th>Description</th>
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<tbody>
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<td>ESU</td>
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</tr>
<tr>
<td>Fire</td>
<td>NONE</td>
</tr>
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<td>JPA</td>
<td>NONE</td>
</tr>
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<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7,920</td>
<td>$55,245</td>
<td>$0</td>
<td>$63,165</td>
</tr>
</tbody>
</table>
### Tax Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Item Count</th>
<th>Year Built</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
</tr>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
</tr>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
</tr>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
</tr>
</tbody>
</table>

### Prior Year Value Information

<table>
<thead>
<tr>
<th>Year</th>
<th>Land</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$7,920</td>
<td>$55,245</td>
<td>$0</td>
<td>$63,165</td>
</tr>
<tr>
<td>2017</td>
<td>$6,510</td>
<td>$55,245</td>
<td>$0</td>
<td>$61,755</td>
</tr>
</tbody>
</table>

**NOTE:** Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes. Please click link below for accurate Tax Information.

Get Official Taxes

### Land Information

- **Lot Type:** Apartment
- **Square Feet:** 1,760
- **Acres:** 0.040

### Commercial Building Information

<table>
<thead>
<tr>
<th>Occupancy</th>
<th>Year Built</th>
<th>Building Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Store - Retail Small</td>
<td>1900</td>
<td>1,540</td>
</tr>
<tr>
<td>Apartment</td>
<td>1900</td>
<td>1,540</td>
</tr>
</tbody>
</table>

### Yard Extra Information

- **Description:** A Misc. Extra
- **Item Count:** 1
- **Year Built:** 1900

### Sale Information

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Amount</th>
<th>Non-Useable Transaction Code</th>
<th>Recording</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/2005</td>
<td>$65,000</td>
<td>0 - Normal Arms-Length Transaction</td>
<td>2006 ~1670</td>
</tr>
<tr>
<td>07/02/2001</td>
<td>$60,000</td>
<td>0 - Normal Arms-Length Transaction</td>
<td>2001 ~4287</td>
</tr>
</tbody>
</table>

### GIS Map Information
**Special Assessment Exemption Application Form**

Business Improvements District #1

<table>
<thead>
<tr>
<th>Owner Name/Business Name:</th>
<th>DAHL, STEVEN C &amp; LORI A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exempt Property Address:</td>
<td>231 E 3RD</td>
</tr>
<tr>
<td>Parcel ID #</td>
<td>270004326</td>
</tr>
<tr>
<td>Owner Mailing Address:</td>
<td>508 E 6TH FREMONT, NE 68025</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td></td>
</tr>
</tbody>
</table>

**Select Only One**

<table>
<thead>
<tr>
<th>Single Family Residential Property</th>
<th>Combined Use Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
<td>What percentage of the property is used by the owner for personal and family living space?</td>
</tr>
<tr>
<td>90%</td>
<td>Owner Occupied Living Space %:</td>
</tr>
<tr>
<td>commer</td>
<td>10%</td>
</tr>
</tbody>
</table>

**Under penalties of law.** I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant: DAHL  
Printed Name of Applicant: DAHL  
Date: 8/15/22
Parcel Number: 270004326
Computer ID: 1-2-1388-
Deed Holder: DAHL, STEVEN C & LORI A
Property Address: 231 E 3RD
FREMONT, NE 68025-0000 MAP THIS ADDRESS
Mailing Address: 508 E 6TH
FREMONT, NE 68025-0000 USA
Status: IMPROVED
Use: SINGLE FAMILY
Zoning: SINGLE FAMILY
Location: URBAN
City Size: 12,001 - 100,000
Lot Size: 1 SF - 10,000 SF
Map Area: 00301 NBHD
Subdivision: 91005 ORIGINAL TOWN
Sec-Twp-Rng: --
Lot-Block: -
Assessor Location: FREMONT
Legal Description: OT LOT 2 BLK 183 & TL 363
(NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report: PROPERTY REPORT (PDF FILE)

Taxing Districts

<table>
<thead>
<tr>
<th>District</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ag Society</td>
<td>AG SOCIETY</td>
</tr>
<tr>
<td>City/Municipality</td>
<td>FREMONT</td>
</tr>
<tr>
<td>Community College</td>
<td>METRO COLLEGE</td>
</tr>
<tr>
<td>County</td>
<td>COUNTY</td>
</tr>
<tr>
<td>ESU</td>
<td>ESU #2</td>
</tr>
<tr>
<td>Fire</td>
<td>NONE</td>
</tr>
<tr>
<td>JPA</td>
<td>NONE</td>
</tr>
<tr>
<td>Master</td>
<td>1-FREMONT CITY</td>
</tr>
<tr>
<td>NRD</td>
<td>NRD PLATTE</td>
</tr>
<tr>
<td>SID</td>
<td>NONE</td>
</tr>
<tr>
<td>School Bonds</td>
<td>F-1 SCHL BONDS</td>
</tr>
<tr>
<td>School Bonds 2</td>
<td>F-1 SCHL BOND K-8 2000</td>
</tr>
<tr>
<td>School District</td>
<td>27-0001 FREMONT</td>
</tr>
<tr>
<td>TIF</td>
<td>NONE</td>
</tr>
<tr>
<td>Township</td>
<td></td>
</tr>
</tbody>
</table>

Current Value Information

<table>
<thead>
<tr>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$16,240</td>
<td>$60,950</td>
<td>$0</td>
<td>$77,190</td>
</tr>
</tbody>
</table>
## Tax Information

<table>
<thead>
<tr>
<th>Taxable Value</th>
<th>Exempt Value</th>
<th>Net Taxable Value</th>
<th>Levy</th>
<th>Gross Tax</th>
<th>Homestead Loss</th>
<th>Ag Land Tax Credit</th>
<th>Used Tax Credit</th>
<th>Net Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>$77,190</td>
<td>$0</td>
<td>$77,190</td>
<td>2.084358</td>
<td>$1,609.10</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$66.78</td>
<td>$1,542.32</td>
</tr>
</tbody>
</table>

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes. Please click link below for accurate Tax Information

[Get Official Taxes](#)

## Prior Year Value Information

<table>
<thead>
<tr>
<th>Year</th>
<th>Land</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$16,240</td>
<td>$60,950</td>
<td>$0</td>
<td>$77,190</td>
</tr>
<tr>
<td>2017</td>
<td>$16,240</td>
<td>$55,410</td>
<td>$0</td>
<td>$71,650</td>
</tr>
</tbody>
</table>

[More Years...](#)

## Land Information

<table>
<thead>
<tr>
<th>Lot Type</th>
<th>Square Feet</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sq. Ft x Rate</td>
<td>9,240</td>
<td>0.210</td>
</tr>
</tbody>
</table>

## Residential Building Information

<table>
<thead>
<tr>
<th>Occupancy</th>
<th>Style</th>
<th>Year Built</th>
<th>Total Living Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Family / Owner Occupied</td>
<td>1 1/2 Story Frame</td>
<td>1890</td>
<td>2,732</td>
</tr>
</tbody>
</table>

## Sale Information

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Amount</th>
<th>Non-Useable Transaction Code</th>
<th>Recording</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/19/2010</td>
<td>$0</td>
<td>999 - UNKNOWN</td>
<td>2010 ~233</td>
</tr>
<tr>
<td>01/15/2010</td>
<td>$69,000</td>
<td>0 - Normal Arms-Length Transaction</td>
<td>2010 ~234</td>
</tr>
</tbody>
</table>

## GIS Map Information

[GIS Map](#)
**Special Assessment Exemption Application Form**

**Business Improvements District #1**

<table>
<thead>
<tr>
<th>Owner Name/Business Name:</th>
<th>VSA INC % ALLEN DAYTON - PRESIDENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exempt Property Address:</td>
<td>200 N PARK</td>
</tr>
<tr>
<td>Parcel ID #</td>
<td>270004452</td>
</tr>
<tr>
<td>Owner Mailing Address:</td>
<td>6929 SEWARD AVE LINCOLN, NE 68507</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td></td>
</tr>
</tbody>
</table>

---

**Select Only One**

- [ ] Single Family Residential Property
- [x] Combined Use Commercial

<table>
<thead>
<tr>
<th>Single Family Residential Property</th>
<th>Combined Use Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
<td>What percentage of the property is used by the owner for personal and family living space?</td>
</tr>
<tr>
<td></td>
<td>Owner Occupied Living Space %:</td>
</tr>
<tr>
<td></td>
<td>50%</td>
</tr>
</tbody>
</table>

*Under penalties of law. I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.*

Signature of Applicant: **Allen Dayton**

Date: **8/31/18**

Printed Name of Applicant: **Allen Dayton**

**RECEIVED**

**SEP 07 2018**

**BY:** **[Sign]**
Parcel Number: 270004452
Computer ID: 1-2-1422-
Deed Holder: VSA INC
Deed Holder 2: DAYTON (PRESIDENT ALLEN
Property Address: 200 N PARK
FREMONT, NE 68025-0000  MAP THIS ADDRESS
Mailing Address: ALLEN DAYTON (PRESIDENT
6929 SEWARD AVE
LINCOLN, NE 68507-1974 USA
Status: IMPROVED
Use: COMMERCIAL
Zoning: COMMERCIAL
Location: URBAN
City Size: 12,001 - 100,000
Lot Size: 10,001 SF - 20,000 SF
Map Area: 04101 FREMONT COMM OT
Subdivision: 91005 ORIGINAL TOWN
Sec-Twp-Rng: --
Lot-Block: -
Assessor Location: FREMONT
Legal Description: OT S70' LOTS 5 & 6 BLK 184 & 12' VAC ST
(NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report: PROPERTY REPORT (PDF FILE)
### Tax Information

<table>
<thead>
<tr>
<th>Taxable Value</th>
<th>Exempt Value</th>
<th>Net Taxable Value</th>
<th>Levy</th>
<th>Gross Tax</th>
<th>Homestead Loss</th>
<th>Ag Land Tax Credit</th>
<th>Used Tax Credit</th>
<th>Net Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150,720</td>
<td>$0</td>
<td>$150,720</td>
<td>2.084558</td>
<td>$3,141.86</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$130.38</td>
<td>$3,011.48</td>
</tr>
</tbody>
</table>

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[Get Official Taxes](#)

### Prior Year Value Information

<table>
<thead>
<tr>
<th>Year</th>
<th>Land</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$46,100</td>
<td>$104,620</td>
<td>$0</td>
<td>$150,720</td>
</tr>
<tr>
<td>2017</td>
<td>$37,880</td>
<td>$104,620</td>
<td>$0</td>
<td>$142,500</td>
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</tbody>
</table>

More Years...

### Land Information

<table>
<thead>
<tr>
<th>Lot Type</th>
<th>Square Feet</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sq. Ft x Rate</td>
<td>10,440</td>
<td>0.240</td>
</tr>
</tbody>
</table>

### Commercial Building Information

<table>
<thead>
<tr>
<th>Occupancy</th>
<th>Year Built</th>
<th>Building Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warehouse</td>
<td>1923</td>
<td>16,900</td>
</tr>
</tbody>
</table>

### Yard Extra Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Item Count</th>
<th>Year Built</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
</tr>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
</tr>
<tr>
<td>Porches, Decks, Patios, etc.</td>
<td>1</td>
<td>1900</td>
</tr>
</tbody>
</table>

### Sale Information

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Amount</th>
<th>Non-Useable Transaction Code</th>
<th>Recording</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/02/2007</td>
<td>$275,000</td>
<td>0 - Normal Arms-Length Transaction</td>
<td>2007 ~128</td>
</tr>
<tr>
<td>01/06/2000</td>
<td>$0</td>
<td>999 - UNKNOWN</td>
<td>2000 ~2793</td>
</tr>
</tbody>
</table>

### GIS Map Information
Special Assessment Exemption Application Form
Business Improvements District #1

<table>
<thead>
<tr>
<th>Owner Name/Business Name:</th>
<th>CHUDOMELKA, KURTIS A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exempt Property Address:</td>
<td>123 E 6TH</td>
</tr>
<tr>
<td>Parcel ID #:</td>
<td>270002926</td>
</tr>
<tr>
<td>Owner Mailing Address:</td>
<td>2432 HERITAGE LANE FREMONT, NE 68025</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td></td>
</tr>
</tbody>
</table>

Select Only One

<table>
<thead>
<tr>
<th>Single Family Residential Property</th>
<th>or</th>
<th>Combined Use Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
<td></td>
<td>What percentage of the property is used by the owner for personal and family living space?</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Owner Occupied Living Space %:</td>
</tr>
</tbody>
</table>

Under penaltiess of law. I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Kurt Chudomelka
Signature of Applicant

KURT CHUDOMELKA
Printed Name of Applicant

Date
7-29-18
**Taxing Districts**

<table>
<thead>
<tr>
<th>District</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ag Society</td>
<td>AG SOCIETY</td>
</tr>
<tr>
<td>City/Municipality</td>
<td>FREMONT</td>
</tr>
<tr>
<td>Community College</td>
<td>METRO COLLEGE</td>
</tr>
<tr>
<td>County</td>
<td>COUNTY</td>
</tr>
<tr>
<td>ESU</td>
<td>ESU #2</td>
</tr>
<tr>
<td>Fire</td>
<td>NONE</td>
</tr>
<tr>
<td>JPA</td>
<td>NONE</td>
</tr>
<tr>
<td>Master</td>
<td>1-FREMONT CITY</td>
</tr>
<tr>
<td>NRD</td>
<td>NRD PLATTE</td>
</tr>
<tr>
<td>SID</td>
<td>NONE</td>
</tr>
<tr>
<td>School Bonds</td>
<td>F-1 SCHL BONDS</td>
</tr>
<tr>
<td>School Bonds 2</td>
<td>F-1 SCHL BOND K-II 2000</td>
</tr>
<tr>
<td>School District</td>
<td>27-0001 FREMONT</td>
</tr>
<tr>
<td>TIF</td>
<td>NONE</td>
</tr>
<tr>
<td>Township</td>
<td>NONE</td>
</tr>
</tbody>
</table>

**Current Value Information**

<table>
<thead>
<tr>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$9,900</td>
<td>$89,560</td>
<td>$0</td>
<td>$99,460</td>
</tr>
</tbody>
</table>
### Tax Information

<table>
<thead>
<tr>
<th>Taxable Value</th>
<th>Exempt Value</th>
<th>Net Taxable Value</th>
<th>Levy</th>
<th>Gross Tax</th>
<th>Homestead Loss</th>
<th>Ag Land Tax Credit</th>
<th>Used Tax Credit</th>
<th>Net Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>$99,460</td>
<td>$0</td>
<td>$99,460</td>
<td>2.084558</td>
<td>$2,073.32</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$86.02</td>
<td>$1,987.30</td>
</tr>
</tbody>
</table>

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes. Please click link below for accurate Tax Information

[Get Official Taxes](#)

### Prior Year Value Information

<table>
<thead>
<tr>
<th>Year</th>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$9,900</td>
<td>$89,560</td>
<td>$0</td>
<td>$99,460</td>
</tr>
<tr>
<td>2017</td>
<td>$8,140</td>
<td>$89,560</td>
<td>$0</td>
<td>$97,700</td>
</tr>
</tbody>
</table>

More Years...

### Land Information

<table>
<thead>
<tr>
<th>Lot Type</th>
<th>Square Feet</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sq. Ft x Rate</td>
<td>2,200</td>
<td>0.050</td>
</tr>
</tbody>
</table>

### Residential Building Information

<table>
<thead>
<tr>
<th>Occupancy</th>
<th>Style</th>
<th>Year Built</th>
<th>Total Living Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Family / Owner Occupied</td>
<td>1 Story Frame</td>
<td>1887</td>
<td>270</td>
</tr>
</tbody>
</table>

### Commercial Building Information

<table>
<thead>
<tr>
<th>Occupancy</th>
<th>Year Built</th>
<th>Building Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office - General w/Apart. Uppers</td>
<td>1887</td>
<td>3,344</td>
</tr>
</tbody>
</table>

### Yard Extra Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Item Count</th>
<th>Year Built</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
</tr>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
</tr>
<tr>
<td>A Misc. Extra</td>
<td>1</td>
<td>1900</td>
</tr>
</tbody>
</table>

### Sale Information

<table>
<thead>
<tr>
<th>Sale Date</th>
<th>Amount</th>
<th>Non-Useable Transaction Code</th>
<th>Recording</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/27/2017</td>
<td>$103,000</td>
<td>0 - Normal Arms-Length Transaction</td>
<td>2018 ~3206</td>
</tr>
<tr>
<td>03/11/2014</td>
<td>$0</td>
<td>2 - ZONING AFFECTED</td>
<td>2014 ~969</td>
</tr>
<tr>
<td>12/20/2007</td>
<td>$0</td>
<td>999 - UNKNOWN</td>
<td>2008 ~597</td>
</tr>
<tr>
<td>03/04/2000</td>
<td>$160,000</td>
<td>999 - UNKNOWN</td>
<td>2000 ~1335</td>
</tr>
<tr>
<td>12/23/1996</td>
<td>$65,000</td>
<td>0 - Normal Arms-Length Transaction</td>
<td>252 ~265</td>
</tr>
<tr>
<td>08/01/1986</td>
<td>$39,000</td>
<td>0 - Normal Arms-Length Transaction</td>
<td>191 ~548</td>
</tr>
</tbody>
</table>

NOTE: This table includes all sales data available for the property.

Please note that the values and dates may reflect past transactions and are subject to change.

### More Years...

[View Additional Years](#)

### Sale Information

- **10/27/2017**: $103,000, 0 - Normal Arms-Length Transaction, Recording 2018 ~3206
- **03/11/2014**: $0, 2 - ZONING AFFECTED, Recording 2014 ~969
- **12/20/2007**: $0, 999 - UNKNOWN, Recording 2008 ~597
- **03/04/2000**: $160,000, 999 - UNKNOWN, Recording 2000 ~1335
- **12/23/1996**: $65,000, 0 - Normal Arms-Length Transaction, Recording 252 ~265
- **08/01/1986**: $39,000, 0 - Normal Arms-Length Transaction, Recording 191 ~548
Sketch

GIS Map Information
Special Assessment Exemption Application Form
Business Improvements District #1

Owner Name/Business Name:
LAUGHRIDGE, WILLIAM R & VIRGINIA J

Exempt Property Address:
320 E 1ST

Parcel ID #
270004725

Owner Mailing Address:
1446 CO RD 28 WESTON, NE 68070

Telephone Number:

Select Only One

[ ] Single Family Residential Property
100% of the property is used as single family residential

[ ] Combined Use Commercial
What percentage of the property is used by the owner for personal and family living space?

Owner Occupied Living Space %:

This is a vacant lot. Is it subject to the same taxation as properties with structures?

Under penalties of law, I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Virginia J. Laughridge
Signature of Applicant

Virginia J. Laughridge
Printed Name of Applicant

8/3/2018
Date
Parcel Number: 270004725
Computer ID: 1-2-1518-
Deed Holder: LAUGHRIDGE, WILLIAM R & VIRGINIA J
Property Address: 320 E 1ST
FREMONT, NE 68025-0000 MAP THIS ADDRESS
Mailing Address: 1446 CO RD 28
WESTON, NE 68070-0000 USA
Status: UNIMPROVED
Use: COMMERCIAL
Zoning: MULTI-FAMILY
Location: URBAN
City Size: 12,001 - 100,000
Lot Size: 1 SF - 10,000 SF
Map Area: 04101 FREMONT COMM OT
Subdivision: 91005 ORIGINAL TOWN
Sec-Twp-Rng: --
Lot-Block: -
Assessor Location: FREMONT
Legal Description: OT E54' LOT 6 BLK 205 & TL 413
(NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report: PROPERTY REPORT (PDF FILE)

No image to display

Taxing Districts

<table>
<thead>
<tr>
<th>District</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ag Society</td>
<td>AG SOCIETY</td>
</tr>
<tr>
<td>City/Municipality</td>
<td>FREMONT</td>
</tr>
<tr>
<td>Community College</td>
<td>METRO COLLEGE</td>
</tr>
<tr>
<td>County</td>
<td>COUNTY</td>
</tr>
<tr>
<td>ESU</td>
<td>ESU #2</td>
</tr>
<tr>
<td>Fire</td>
<td>NONE</td>
</tr>
<tr>
<td>JPA</td>
<td>NONE</td>
</tr>
<tr>
<td>Master</td>
<td>1-FREMONT CITY</td>
</tr>
<tr>
<td>NRD</td>
<td>NRD PLATTE</td>
</tr>
<tr>
<td>SID</td>
<td>NONE</td>
</tr>
<tr>
<td>School Bonds</td>
<td>F-1 SCHL BONDS</td>
</tr>
<tr>
<td>School Bonds 2</td>
<td>F-1 SCHL BOND K-8 2000</td>
</tr>
<tr>
<td>School District</td>
<td>27-0001 FREMONT</td>
</tr>
<tr>
<td>TIF</td>
<td>NONE</td>
</tr>
<tr>
<td>Township</td>
<td>NONE</td>
</tr>
</tbody>
</table>

Current Value Information

<table>
<thead>
<tr>
<th>Land Value</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$39,060</td>
<td>$0</td>
<td>$0</td>
<td>$39,060</td>
</tr>
</tbody>
</table>

Tax Information

<table>
<thead>
<tr>
<th>Taxable Value</th>
<th>Exempt Value</th>
<th>Net Taxable Value</th>
<th>Levy</th>
<th>Gross Tax</th>
<th>Homestead Loss</th>
<th>Ag Land Tax Credit</th>
<th>Used Tax Credit</th>
<th>Net Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>$39,060</td>
<td>$0</td>
<td>$39,060</td>
<td>2.084558</td>
<td>$814.26</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$33.80</td>
<td>$780.46</td>
</tr>
</tbody>
</table>

NOTE: Tax amounts do not necessarily reflect official values and are subject to change based on exemption and levy rate changes. Please click link below for accurate Tax Information.

Get Official Taxes
### Prior Year Value Information

<table>
<thead>
<tr>
<th>Year</th>
<th>Land</th>
<th>Dwelling Value</th>
<th>Improvement Value</th>
<th>Total Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$39,060</td>
<td>$0</td>
<td>$0</td>
<td>$39,060</td>
</tr>
<tr>
<td>2017</td>
<td>$16,840</td>
<td>$0</td>
<td>$0</td>
<td>$16,840</td>
</tr>
</tbody>
</table>

More Years...

### Land Information

<table>
<thead>
<tr>
<th>Lot Type</th>
<th>Square Feet</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sq. Ft x Rate</td>
<td>8,680</td>
<td>0.200</td>
</tr>
</tbody>
</table>

### GIS Map Information
Special Assessment Exemption Application Form

Business Improvements District #1

<table>
<thead>
<tr>
<th>Owner Name/Business Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>WINTER, THOMAS P &amp; DOROTHY A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Exempt Property Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>305 E MILITARY</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Parcel ID #</th>
</tr>
</thead>
<tbody>
<tr>
<td>270002177</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Owner Mailing Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1249 N WOODLAWN DR FREMONT, NE 68025</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>402-770-0569</td>
</tr>
</tbody>
</table>

Select Only One

<table>
<thead>
<tr>
<th>Single Family Residential Property</th>
<th>or</th>
<th>Combined Use Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
<td></td>
<td>What percentage of the property is used by the owner for personal and family living space?</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Owner Occupied Living Space %:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Under penalties of law, I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant: [Signature]
Printed Name of Applicant: THOMAS P. WINTER

Date: 7-27-18
Special Assessment Exemption Application Form
Business Improvements District #1

Owner Name/Business Name:
BRUNER, WENDELL D

Exempt Property Address:
33 W 4TH

Parcel ID #
270003815

Owner Mailing Address:
PO BOX 1222 FREMONT, NE 68026-1222

Telephone Number:
320 5000

Select Only One

<table>
<thead>
<tr>
<th>Single Family Residential Property</th>
<th>or</th>
<th>Combined Use Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
<td></td>
<td>What percentage of the property is used by the owner for personal and family living space?</td>
</tr>
</tbody>
</table>

Owner
Occupied Living Space %: None

Under penalties of law. I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Wendell Bruner
Signature of Applicant

Wendell Bruner
Printed Name of Applicant

8-6-18
Date
Special Assessment Exemption Application Form

Business Improvements District #1

Owner Name/Business Name:
VELEZ, ALFREDO G & ROCIO M

Exempt Property Address:
350 N D

Parcel ID #
270004109

Owner Mailing Address:
350 N D FREMONT, NE 68025

Telephone Number:

Select Only One

☐

☐

<table>
<thead>
<tr>
<th>Single Family Residential Property</th>
<th>Combined Use Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
<td>What percentage of the property is used by the owner for personal and family living space?</td>
</tr>
</tbody>
</table>

Owner
Occupied Living
Space %:

Under penalties of law. I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant: [Signature]

Printed Name of Applicant: [Name]

Date: 9-16-2018

[Redacted]
Special Assessment Exemption Application Form

Business Improvements District #1

Owner Name/Business Name:
EWASIUK, RONALD W & LINDA L, CoTr

Exempt Property Address:
210 N MAIN

Parcel ID #
270004375

Owner Mailing Address:
1500 SKYLINE DR ELKHORN, NE 68022

Telephone Number:

---

Select Only One


---

Single Family Residential Property       or       Combined Use Commercial

100% of the property is used as single family residential

What percentage of the property is used by the owner for personal and family living space?

<table>
<thead>
<tr>
<th>Owner Occupied Living Space %:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
</tr>
</tbody>
</table>

---

Under penalties of law. I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

[Signature]
Ron Ewasiuk

[Printed Name]
Ron Ewasiuk

Date
8/14/18
Special Assessment Exemption Application Form
Business Improvements District #1

Owner Name/Business Name:
HOLVERSON, TIMOTHY & TANYA

Exempt Property Address:
235 N MAIN

Parcel ID #
270004410

Owner Mailing Address:
235 N MAIN FREMONT, NE 68025

Telephone Number:

Select Only One

<table>
<thead>
<tr>
<th>Single Family Residential Property</th>
<th>or</th>
<th>Combined Use Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
<td>or</td>
<td>What percentage of the property is used by the owner for personal and family living space?</td>
</tr>
</tbody>
</table>

Owner Occupied Living Space %: 0%

Under penalties of law, I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant: Tanya Holversun

Date: 8-9-18

Printed Name of Applicant: Tanya Holversun
Special Assessment Exemption Application Form  
Business Improvements District #1

Owner Name/Business Name:  
OLSON, DALE E, Tree

Exempt Property Address:  
210 E 8TH

Parcel ID #  
270138374

Owner Mailing Address:  
103 LAKEVIEW RD FREMONT, NE 68025

Telephone Number:  
402-721-4031

Select Only One


<table>
<thead>
<tr>
<th>Single Family Residential Property</th>
<th>Combined Use Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of the property is used as single family residential</td>
<td>What percentage of the property is used by the owner for personal and family living space?</td>
</tr>
<tr>
<td></td>
<td>Owner</td>
</tr>
<tr>
<td></td>
<td>Occupied Living</td>
</tr>
<tr>
<td></td>
<td>Space %: 0%</td>
</tr>
</tbody>
</table>

Under penalties of law, I declare that I have examined this application and that it is to the best of my knowledge and belief, true and correct.

Signature of Applicant:  
[Signature]

Printed Name of Applicant:  
[Printed Name]

Date:  
8/8/18
STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: February 12, 2019

SUBJECT: Class I Liquor License .402 Sports and Entertainment LLC., dba Fremont Moo

Recommendation: 1) Conduct public hearing, 2) Move to approve Resolution 2019-024, recommending approval of Class I liquor license application of .402 Sports and Entertainment LLC., dba Fremont Moo, 750 S. Broad St., Fremont, NE 68025. The license will be held by the City’s Clerk’s office until zoning requirements are met.

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.
NEBRASKA LIQUOR CONTROL COMMISSION

From: TRACY BURMEISTER
Email: TRACY.BURMEISTER@nebraska.gov
Phone: (402) 471 - 2572
Fax: (402) 471 - 2814

Email1: City Clerk of Fremont– tyler.ficken@fremontne.gov
Applicant: .402 Sports and Entertainment LLC dba Fremont Moo
License #: Class I-122900

Please sign and date stamp this receipt and return back to the NLCC office

______________________________
Date of Receipt of Application

______________________________
Signature
TWO KEY DOCUMENTS

1) The receipt page will need to be signed, dated and returned back into the NLCC office either via regular mail, e-mail or fax (402) 471 – 2814. The receipt page will be entered into the NLCC database as the statutory time for this application.

2) The recommendation sheet is to be completed and returned back into the NLCC office either via regular mail, e-mail or fax (402) 471 – 2814. The recommendation sheet will be entered into the NLCC database accordingly with the information provided from the local governing body.

TWO KEY TIME FRAMES §53-134

1) A public notice shall be publicized one time not less than 7 days and no more than 14 days prior to the date of the hearing.

2) The local governing body has 45 days to conduct a hearing after the date of receipt of the notice from this Commission (see recommendation sheet for this date). The local governing body may choose NOT to make a recommendation of approval or denial to our Commission.

PER §53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

a) There is a recommendation of denial from the local governing body,

b) A citizens protest; or

c) Statutory problems that the Commission discovers.

A LICENSEE MUST BE “PROPERLY” LICENSED IN ORDER TO PURCHASE ALCOHOL FROM WHOLESALERS

A LICENSE IS EFFECTIVE

1) Upon payment of the license fees to the local governing body all local clerks must collect proper license fees and occupation tax per ordinance, if any, before delivering the license to the applicant. A License Fee and Proration Chart are available for your use at www.lcc.ne.gov, click on “City and County Clerks Information”, in the middle of the home page.

2) The licensee has physical possession of the license

3) Effective date on the license
RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date delivered from NLCC office: January 18, 2019  TB

I, ___________________________________________ Clerk of ____________________________ (City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Section 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

.402 Sports and Entertainment LLC dba Fremont Moo
750 Broad Street, Fremont, Nebraska (DODGE County)

NEWAPPLICATION for Class I-122900

45 days – 03-04-2019

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 and not more than 14 days before time of hearing.

   Check one: Yes___________ No___________

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

   Check one: Yes____________ No____________

3. Date of hearing of Governing Body: __________________________________________________________

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

5. Motion was made by: ___________________________ Seconded by: ___________________________

6. Roll Call Vote: ___________________________

   Check one: Motion Passed:__________ Motion Failed:_________

7. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

(Attached additional page(s) if necessary)

SIGN HERE __________________________________________ DATE __________________________

(Clerks Signature)
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 17 2019

NEBRASKA LIQUOR CONTROL COMMISSION

Hot List: YES ☐ NO ☑ New/Replacing: ☐
Class Type: I ☑ 122900 Initial: TB

Applicant name: HDA Sports and Entertainment LLC.
Trade name: Fremont Moo
Previous trade name: N/A
Contact email address: chad@fremontmoo.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: PayPort
AMOUNT: 400
Received: JM
1. ✓ Fingerprint 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. ✓ Enclose application fee of $400 (non-refundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.

3. ✓ 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. ✓ 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. NA If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

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

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

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

11. ✓ 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

Date 1-16-19
APPLICATION FOR LIQUOR LICENSE
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 17 2019
NEBRASKA LIQUOR CONTROL COMMISSION

RETAL LICENSE(S)

Application Fee $400 (nonrefundable)

____ A  BEER, ON SALE ONLY
____ B  BEER, OFF SALE ONLY
____ C  BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
____ D  BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
✓  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)
✓  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)  Fremont Moo

Street Address #1  750 S. Broad St

Street Address #2

City  Fremont  County  Dodge  Zip Code  68025

Premises Telephone number  402-391-7234

Business e-mail address  chad@fremontmoo.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  Chad Miller

Street Address #1  925 N. Cedar St

Street Address #2

City  Fremont  State  NE  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  25  x width  15  in feet

Is there a basement?  Yes  X  No

Is there an outdoor area?  X  No

If yes, length  404  x width  410  in feet

Provide Diagram of Area to be Licensed Below or Attach Separate Sheet

See Stadium Diagram.
Good Morning Tracy-

Thanks for the useful information yesterday. It was nice to talk with you and learn more about the process. I have included a picture of the measurements I believe you need. Please let me know if this is sufficient or I need to provide something more. As you can see from East to West it is 406 feet and from North to South it is 446 feet. Thank you!

On Thu, Jan 17, 2019 at 3:25 PM Burmeister, Tracy <tracy.burmeister@nebraska.gov> wrote:

I cannot process your application until I receive the dimensions for the stadium. The picture is not readable and I do not see any dimensions on what was submitted. I need the longest point and the widest point measured in feet. Until I receive this information your application will be on hold at my desk. Thank you for your prompt attention to this matter.
Tracy Burmeister
Nebraska Liquor Control Commission
Licensing Division
Phone: 402-471-2896
Fax: 402-471-2814
tracy.burmeister@nebraska.gov
301 Centennial Mall South, 5th Floor
Lincoln, NE 68509-5046
www.lcc.nebraska.gov

--

Chad Miller
Managing Owner
chad@fremontmoo.com
608-792-7845
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.

______ YES  ❌ NO
If yes, please explain below or attach a separate page

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>Date of Conviction (mm/yyyy)</th>
<th>Where Convicted (city &amp; state)</th>
<th>Description of Charge</th>
<th>Disposition</th>
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</tbody>
</table>

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

_____ YES  ❌ 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  ❌ NO

If yes, give name and license number ____________________________

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

_____ YES  ❌ 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?

X YES  NO

If yes, list the lender(s) ____________

City of Fremont (LB840 loan for stadium updates)

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

X YES  NO

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

Dan Cyza & Carrie Cyza

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. All fixtures are city owned.

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?

X 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. 53-1771(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?

X 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.

First State Bank & Trust  a) Chad Miller

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
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:

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Date (mm/yyyy)</th>
<th>Name of program (attach copy of course completion certificate)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

List of NLCC certified training programs
Experience:

<table>
<thead>
<tr>
<th>Applicant Name/Job Title</th>
<th>Date of Employment</th>
<th>Name &amp; Location of Business</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 **Jan. 31, 2026**
  [ ] Deed
  [ ] Purchase Agreement

14. When do you intend to open for business? **May 15th, 2019**

15. What will be the main nature of business? **Baseball Concessions & Family Entertainment**

16. What are the anticipated hours of operation? **5PM - 11PM**

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

<table>
<thead>
<tr>
<th>RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>APPLICANT: CITY &amp; STATE</strong></td>
</tr>
<tr>
<td>La Crosse, WI</td>
</tr>
<tr>
<td>Fremont, NE</td>
</tr>
</tbody>
</table>

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**

---

**Signature of Spouse**

---

**Print Name**

---

**Print Name**

---

**Signature of Applicant**

---

**Signature of Spouse**

---

**Print Name**

---

**Print Name**

---

**ACKNOWLEDGEMENT**

State of Nebraska  
County of **Dodge**  
January 14, 2019  
by **Chad Miller**

**Date**

**Name of person(s) acknowledged (individual(s) signing)**

Mary J. Denison  
Notary Public signature

---

**GENERAL NOTARY - State of Nebraska**  
MARY A DENISON  
My Comm. Exp. June 13, 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

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:

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

402 Sports and Entertainment LLC

LLC Address: 925 N Cedar St.

City: Fremont State: NE Zip Code: 68025

LLC Phone Number: 402-780-449 LLC Fax Number N/A

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

Last Name: Miller First Name: Chad MI: R

Home Address: 925 N. Cedar St City: Fremont

State: NE Zip Code: 68025 Home Phone Number:

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this

by Chad Miller name of person acknowledge

State of Nebraska
County of Dodge

January 16, 2019

Mary A. Denison

Affix Seal

GENERAL NOTARY - State of Nebraska
MARY A DENISON
My Comm. Exp. June 13, 2021
List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Miller          First Name: Jessica     MI: K
Social Security Number:    Date of Birth:          
Spouse Full Name (indicate N/A if single): Chad Ryan Miller
Spouse Social Security Number: Date of Birth:          
Percentage of member ownership

Last Name: Miller          First Name: Chad        MI: R
Social Security Number:    Date of Birth:          
Spouse Full Name (indicate N/A if single): Jessica Kane Miller
Spouse Social Security Number: Date of Birth:          
Percentage of member ownership 90%

Last Name: Cyza            First Name: Daniel      MI: R
Social Security Number:    Date of Birth:          
Spouse Full Name (indicate N/A if single): Carrie Ann Cyza
Spouse Social Security Number: Date of Birth:          
Percentage of member ownership 5%

Last Name: Cyza            First Name: Carrie       MI: A
Social Security Number:    Date of Birth:          
Spouse Full Name (indicate N/A if single): Daniel Robert Cyza
Spouse Social Security Number: Date of Birth:          
Percentage of member ownership 5%
List names of all members and their spouses (even if a spousal affidavit has been submitted)

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>MI</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

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 ________________________________

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>MI</th>
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<tbody>
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</tbody>
</table>

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 ________________________________

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>MI</th>
</tr>
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<tbody>
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</tbody>
</table>

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 #.
.402 SPORTS AND ENTERTAINMENT, LLC

SOS Account Number
XXXXXXXX

Status
Active

Principal Office Address
No address on file

Registered Agent and Office Address
CHAD R. MILLER
925 N. CEDAR ST.
FREMONT, NE 68025

Designated Office Address
925 N. CEDAR ST.
FREMONT, NE 68025

Nature of Business
Not Available

Entity Type
Domestic LLC

Qualifying State: NE

Date Filed
Oct 17 2018

Filed Documents
Filed documents for .402 SPORTS AND ENTERTAINMENT, 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).

<table>
<thead>
<tr>
<th>Document</th>
<th>Date Filed</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificate of Organization</td>
<td>Oct 17 2018</td>
<td>$1.35 = 3 page(s) @ $0.45 per page</td>
</tr>
<tr>
<td>Proof of Publication</td>
<td>Nov 19 2018</td>
<td>$0.45 = 1 page(s) @ $0.45 per page</td>
</tr>
</tbody>
</table>

Good Standing Documents
- If you need your Certificate of Good Standing Apostilled orAuthenticated 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
Not available. The biennial report is now due and may be filed online. Once filed, return to Corporate & Business Search to obtain an Online Certificate of Good Standing.

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
CERTIFICATE OF ORGANIZATION
OF
.402 SPORTS AND ENTERTAINMENT, LLC

The undersigned, desiring to form a limited liability company for the purposes hereinafter set forth, under and in conformity with the laws of the State of Nebraska do hereby make this written certificate in duplicate and hereby verify:

1. NAME. The name of the company shall be .402 Sports and Entertainment, LLC.

2. DURATION. The period of duration of the company shall be perpetual.

3. PURPOSE. This company is organized to engage in and to do any lawful act concerning any and all lawful business, other than banking or insurance, for which a limited liability company may be under the laws of Nebraska.

4. INITIAL DESIGNATED OFFICE - INITIAL AGENT FOR SERVICE OF PROCESS. The address of the initial designated office of the company in Nebraska is 925 N. Cedar St., Fremont, (Dodge County), NE 68025. The name and address of the company's initial agent for service of process in Nebraska is Chad R. Miller, 925 N. Cedar St., Fremont, Nebraska 68025.

5. PROPERTY CONTRIBUTED. The total amount of cash and property other than cash contributed by the organizational members as capital is described on Exhibit "A" attached hereto. The agreed value of the property, other than cash, contributed to the company is also set forth on Exhibit "A".

6. ADDITIONAL CONTRIBUTION. No additional contributions have been agreed to be made by any members in the future at any time or on any conditions.

7. ADDITIONAL MEMBERS. The members of the company have the right to admit additional members from time to time, upon unanimous approval and upon additional terms and conditions of admission as may be determined by the members at the time of admission. Except as provided in the Operating Agreement, the interests of the members in the company may not be transferred or assigned.

8. RIGHT TO CONTINUE BUSINESS. In the event of the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the limited liability company, then by unanimous consent the remaining members of the company have the right to continue the business of the company, at their election and option.

9. MANAGEMENT. Management of the company shall be vested in its members in proportion to their contribution to the capital of the company, as adjusted from time to time, to
reflect the additional contributions or withdrawals by the members. The names and addresses of the members are:

<table>
<thead>
<tr>
<th>Members Name</th>
<th>Address</th>
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</thead>
<tbody>
<tr>
<td>Chad R. Miller</td>
<td>925 N. Cedar St., Fremont NE 68025</td>
</tr>
<tr>
<td>Daniel A. Cyza</td>
<td>2709 Sunburst St. Fremont NE 68025</td>
</tr>
<tr>
<td>Carrie A. Cyza</td>
<td>2709 Sunburst St. Fremont NE 68025</td>
</tr>
</tbody>
</table>

10. **INTERNAL AFFAIRS.** The regulation of the internal affairs of the company are set forth in the Operating Agreement of the company and shall govern the operation of the business and the members accordingly.

EXECUTED in duplicate original counterparts by the undersigned on this 9th day of October, 2018.

Chad R. Miller, Organizer

STATE OF NEBRASKA )
COUNTY OF DODGE ) SS.

On this 9th day of October, 2018, before me, a Notary Public, in and for said county and state, personally came Chad R. Miller who is personally known to me to be the identical person whose name is affixed to the foregoing document and acknowledged the execution thereof to be his voluntary act and deed.

LuAnn Bell
Notary Public
STATE OF NEBRASKA

United States of America, } ss. 
Secretary of State 
State of Nebraska } State Capitol 
} Lincoln, Nebraska

I, John A. Gale, Secretary of State of the 
State of Nebraska, do hereby certify that 

.402 SPORTS AND ENTERTAINMENT, LLC 

a Limited Liability Company filed a Certificate of Organization on October 
17, 2018. 

I further certify that attached is a true and correct copy of the above 
mentioned Certificate of Organization. 

This certificate is not to be construed as an endorsement, 
recommendation, or notice of approval of the entity's financial 
condition or business activities and practices. 

In Testimony Whereof, 

I have hereunto set my hand and 
affixed the Great Seal of the 
State of Nebraska on this date of 
October 23, 2018 

Secretary of State
BRADLEY E NICK
340 E. MILITARY AVENUE, SUITE 1
FREMONT, NE, 68025
United States

Receipt Number: 20180120129421-10310

Receipt Date: October 17, 2018

The following details your transaction(s) with the Secretary of State’s Office.

Transactions posted to this receipt:

<table>
<thead>
<tr>
<th>Entity Name / Filing Number</th>
<th>Type of Filing</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>402 SPORTS AND ENTERTAINMENT, LLC</td>
<td>Certificate of Organization</td>
<td>$ 125.00</td>
</tr>
<tr>
<td></td>
<td>Total Amount:</td>
<td>$ 125.00</td>
</tr>
</tbody>
</table>
MANAGER APPLICATION
INSERT - FORM 3c

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

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

Name of Corporation/LLC: 402 Sports and Entertainment LLC

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

Premise Trade Name/DBA: Fremont Moo

Premise Street Address: 750 S. Broad St

City: Fremont County: Dodge Zip Code: 68025

Premise Phone Number: 402-391-7334

Premise Email address: chad@fremontmoo.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]

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)
Last Name: Miller  First Name: chad  MI: R
Home Address: [Redacted]
City: Fremont  County: Dodge  Zip Code: 18025
Home Phone Number: [Redacted]
Driver's License Number & State: [Redacted]
Social Security Number: [Redacted]
Date Of Birth: [Redacted]  Place Of Birth: La Crosse, WI
Email address: chad@fremontmoo.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: Miller  First Name: Jessica  MI: K
Social Security Number: [Redacted]
Driver's License Number & State: [Redacted]
Date Of Birth: [Redacted]  Place Of Birth: Tomah, WI

Registered voter in Dodge County

<table>
<thead>
<tr>
<th>CITY &amp; STATE</th>
<th>YEAR FROM</th>
<th>YEAR TO</th>
<th>CITY &amp; STATE</th>
<th>YEAR FROM</th>
<th>YEAR TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fremont, NE</td>
<td>2014</td>
<td>present</td>
<td>Fremont, NE</td>
<td>2014</td>
<td>present</td>
</tr>
<tr>
<td>YEAR FROM TO</td>
<td>NAME OF EMPLOYER</td>
<td>NAME OF SUPERVISOR</td>
<td>TELEPHONE NUMBER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td>------------------------</td>
<td>--------------------</td>
<td>------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2002-2014</td>
<td>Viterbo University</td>
<td>Barry Fried</td>
<td>608-790-3812</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014-present</td>
<td>Midland University</td>
<td>Dave Gillespie</td>
<td>402-790-4467</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>Date of Conviction (mm/vyyy)</th>
<th>Where Convicted (City &amp; State)</th>
<th>Description of Charge</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chad Miller</td>
<td>07/2018</td>
<td>Overland Park, KS</td>
<td>Traffic violation</td>
<td>Settled - fine paid</td>
</tr>
<tr>
<td>Jessica Miller</td>
<td>04/2015</td>
<td>Council Bluffs, IA</td>
<td>Traffic violation</td>
<td>Settled - fine paid</td>
</tr>
</tbody>
</table>

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: _______________________________________

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Date (mm/yyyy)</th>
<th>Name of program (attach copy of course completion certificate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*For list of NLCC Certified Training Programs see training

Experience:

<table>
<thead>
<tr>
<th>Applicant Name / Job Title</th>
<th>Date of Employment:</th>
<th>Name &amp; Location of Business:</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Have you enclosed form 147 regarding fingerprints?

☐ YES  ☐ NO
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  
January 16, 2019  
by Chad and Jessica Miller  
NAME OF PERSON BEING ACKNOWLEDGED  

_________________________  
Mary A. Denison  
Notary Public signature

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.
PRIVACY ACT STATEMENT/ SUBMISSION OF FINGERPRINTS / PAYMENT OF FEES TO NSP-CID

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

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

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:
- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of $45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
  It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/NSP
  Or a check made payable to NSP can be mailed directly to the following address:
  ***Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License***
  The Nebraska State Patrol – CID Division
  3800 NW 12th Street
  Lincoln, NE 68521
- 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: Fremont Moo
Name of Person Being Fingerprinted: Chad Miller
Date of Birth: [Redacted] Last 4 SSN: [Redacted] Date fingerprints were taken: 1/10/19
Location where fingerprints were taken: Fremont, NE Police Station

How was payment made to NSP?
☐ NSP PayPort ☐ CASH ☐ CHECK SENT TO NSP # __________

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
Spouse

Jessica Miller is a registered voter in Dodge County (Fremont)
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

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DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

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  ***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: Fremont Moo

Name of Person Bring Fingerprinted: Jessica Miller

Date of Birth: [Redacted] Last 4 SSN: [Redacted] Date fingerprints were taken: 1/10/19

Location where fingerprints were taken: Fremont, NE Police Station

How was payment made to NSP?
☑ NSP PAYPORT □ CASH □ CHECK SENT TO NSP □ CREDIT CARD #

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
Registrant Search Information

Registrant Detail

Name: Jessica Kane Miller
Party: 
Polling Place: 

Districts

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<tr>
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<td>Public Service Comm District</td>
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<td>Judge of County Court Dist.</td>
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LEASE AGREEMENT

Midland University, a Nebraska Nonprofit Corporation
(hereinafter referred to as "Midland")

-and-

Fremont, Nebraska, a Nebraska Municipal Corporation
(hereinafter referred to as the "City of Fremont")

-and-

.402 Sports & Entertainment, LLC
(hereinafter referred to as the "Team")

-and-

Expedition League, Inc.
(hereinafter referred to as the "League")

The parties covenant and agree as follows:

1. Subject to the terms and conditions herein contained, Midland leases to the Team the premises known as Moller Field (hereinafter referred to as the "Facility") including all portions thereof during the times referenced during the term of this lease agreement ("Agreement").

Term

2. The term of this Agreement shall be for the following period:
   (a) October 1, 2018 to January 31, 2026.

Renewal

3. The Team shall have the option to renew this Agreement for up to five (5) additional one (1) year lease terms, provided the option is negotiated and agreed to by the parties and executed by the parties in writing prior to December 31, 2025.

Rent

4. The rent payable by the Team to Midland for the Facility shall be One Dollar ($1.00) per year payable at the commencement of each year on the anniversary date of this Agreement. If the rent is not paid by the designated dates, this Agreement shall automatically become null and void.

Use of Field
5. The Team and League agree that use of the Facility will be for the exclusive purpose of League baseball with exceptions as noted in Paragraph 6 and 7 of this Agreement. The regular season shall be no more than 32 games plus potentially up to 5 playoff games. The League may use the Facility for a League All-Star Game. Three exhibition games will be permitted if the field is available, subject to the approval of Midland. The Team shall have access to the Facility for 1 week prior to the start of the regular season, subject to scheduling for Midland University Baseball games. The League's season starts in late-May and ends in mid-August. As the end of the season, the Team and League shall relinquish use of the Facility with exception as noted in Paragraph 6 of this Agreement, by returning access to Midland according Midland's key access policy.

Use of Office

6. Midland and the City of Fremont agree to let the Team use a portion of the Facility for a Team office through the whole year for the exclusive purpose of League baseball.

Extra Events

7. In addition to the playing of League games, the parties acknowledge that the Team may wish to organize and stage other entertainment events at the Facility (hereinafter referred to as “Extra Events”). All Extra Events are subject to the written approval of Midland (with prior written notice to the City of Fremont) and subject to an agreement specifying, among other things, the date(s) of said Extra Events, the beginning and ending times of any Extra Event, the time during which the Team shall have the exclusive use of the Facility, and the responsibilities/receipts for expenses/income from the Extra Events to be incurred/paid, if any, to the Team, Midland, and the City of Fremont.

Maintenance

8. During the term of the lease, the Team shall be responsible for maintaining the Facility in a good and safe state of repair to the satisfaction of Midland. Maintenance shall include, but not be limited to, the following:
   (a) Cleaning of washrooms, floors, walls, doors and windows.
   (b) Cleaning of locker rooms, if applicable, and bleachers.
   (c) Cleaning of litter and the depositing of garbage in the garbage dumpsters.
9. The Team shall be responsible for marking and maintenance of the field for League games.

10. The City of Fremont shall be responsible to maintain the mechanical or structural portions of the Facility, including capital repair or replacement, repairs to or replacement of electrical equipment, structural repairs to the walls, ceilings, bleachers, major painting, and major renovation or replacement of the Facility structure or roof systems.

11. Any Team and/or League furnishings shall be maintained by the Team and/or League.

**Naming Rights**

12. The League and/or the Team shall be entitled to name the stadium during the duration of the Agreement. Naming of the stadium will terminate upon completion of the Agreement, including all renewal options, or early termination of the Agreement. The field shall remain named “Moller Field” throughout the duration of the Agreement.

**Signage Rights**

13. The League and/or Team shall be entitled to signage rights for placement of signs at the Facility without interfering with Midland signage during the duration of the Agreement, subject to Midland and the City of Fremont approval, which approval will not be unreasonably withheld. Signage rights will terminate upon completion of the Agreement, including all renewal options, or early termination of the Agreement.

**Improvements and Renovations**

14. Improvements or renovations desired by the Team and/or League must be approved in advance in writing by Midland and the City of Fremont and shall be at the Team’s and/or League’s expense unless otherwise agreed to by Midland and the City of Fremont. The City of Fremont shall retain ownership of any capital improvements to the Facility.

**Damage or Destruction of Facility**

15. Subject to Paragraph 16, if the Facility shall be damaged by fire or other casualty against which the City of Fremont is insured, the damage to the Facility shall be repaired by the City of Fremont with reasonable diligence at its expense except that repairs to alterations, additions or improvements made by the Team and/or
League shall be performed by the Team and/or League, or others acceptable to the City of Fremont, at the expense of the Team and/or League, and the Team and/or League shall, at their expense as determined between them respectively in their sole discretion, make all repairs and replacements of property that belongs to the Team and/or League.

**Facility Rendered Untenable**

16. If the Facility is rendered untenable:

(a) If the Facility is rendered untenable by fire or other casualty, the term of this Agreement shall expire forthwith, and the Team and/or League shall vacate the Facility and surrender all rights to usage of the same to Midland and the City of Fremont.

(b) Upon termination of this Agreement under the provisions of this clause, the Team's and/or League's liability for rent shall cease as of the day following the fire or other casualty.

(c) Midland shall not be liable for any damage or loss, including any economic loss suffered by the Team and/or League, as a result of temporary closure of the Facility, permanent closure of the Facility pursuant to this clause or for closure for any other reason whatsoever.

**Insurance**

17. The Team shall maintain and keep in force during the term of this Agreement general liability insurance, which shall include insurance for extra events such as fireworks displays, in an amount not less than Two Million Dollars ($2,000,000.00) in a form satisfactory to the City of Fremont and Midland, which will name the City of Fremont and Midland as an additional Named Insureds. The Team shall supply proof of such insurance to the City of Fremont and Midland and proof of payment of premium prior to May 1 of each year. The insurance company is required to notify the City of Fremont and Midland should the insurance be dropped or terminated prior to the termination of this Agreement and that such drop or termination of insurance would place the Team and/or League in default of the Agreement. Said insurance shall be in effect for the entire term of this Agreement.

**Indemnification**
18. The Team and League agree that they shall indemnify and save harmless the City of Fremont and Midland, their employees or agents against all expenses, liability, losses, damages, costs, claims, judgments or proceedings of any kind whatsoever that may arise against the City of Fremont or Midland, its employees or agents in relation to any negligence in their use of the Facility by the Team and/or League, their respective employees, agents, guests, patrons, players, sublessees or licensees during the term of this Agreement and any renewals hereunder. Any damage to premises caused by the Team and/or League or their respective employees, agents, guests, patrons, players, sublessees or licensees, shall be paid by the Team and/or League as determined between them. By signing this Agreement, neither the Team nor the League waive any right of subrogation or claim as between each other for damages or costs arising from the use of the Facility under the terms of this Agreement.

Taxes

19. The Team shall be responsible for the payment of all sales and use taxes, which may be applicable to its use and operation of the Facility. Property taxes, if any, shall be the responsibility of the City of Fremont.

Utilities

20. Utilities charges including water, gas, electricity, telephone, internet, garbage and sewer shall be the responsibility of the Team on a prorated basis, as agreed upon between Midland and the Team in their sole discretion, for the use of the office, and games and extra events held by the Team held at the Facility. Midland shall be responsible to bill the League and/or Team for the prorated utility charges.

Concessions

21. During the term of this lease, the Team and/or League shall have the right to operate all concessions for Team and/or League events held at the Facility, whether on its own behalf or by way of a concession agreement. For any Team and/or League beer and/or wine sales on the premises, the Team and/or League shall obtain the necessary liquor license. Neither the Team nor the League shall allow the consumption of any alcoholic beverages in the Facility, except in accordance with such liquor license and subject to all conditions thereof and applicable State of Nebraska and/or City of Fremont ordinances. Tobacco
products may not be advertised or sold on the premises. Beer and/or wine advertisement may be displayed within the Facility.

Any required equipment installation to the concession area will be made at Team and/or League expense as agreed upon between the Team and League in their sole discretion, except as provided in Paragraph 14 of this Agreement and must meet all applicable State of Nebraska Health Department requirements.

**Outfield Fence Advertising**

(a) The City of Fremont and Midland, with prior written notice and with prior written approval, respectively, will permit the installation of advertisement signs on the outfield fence by the Team and/or League.

(b) The Team and/or League are responsible for the installation, maintenance and removal of the signs.

(c) Midland shall have the right to require the Team and/or League to remove advertising signs during the Midland baseball season.

(d) Any modifications to the fence must be approved by the City of Fremont and Midland at the Team and/or League’s expense, which approval will not be unreasonably withheld.

(e) During the term of this lease, the Team and/or League shall have the exclusive right to sell outfield fence advertising to Team and/or League sponsors.

**Advertising in the Facility**

22. The Team and/or League shall have the exclusive right to sell and display advertising in the Facility to Team and/or League sponsors. The installation of these advertisement signs shall require prior approval by Midland and prior written notice to the City of Fremont, which approval will not be unreasonably withheld. Midland shall have the right to require the Team and/or League to remove advertising signs during the Midland baseball season. At termination of the Agreement, the Team and/or League shall remove all such sign installations and return the site and area to its prior status or secure Midland’s consent to leave the signs in place. Any repair or removal of advertising not completed at termination of the Agreement shall be done by the City of Fremont’s employees.
or contractors and the expense thereof shall be reimbursed by the Team and/or League.

Fireworks Displays

23. The Team shall be allowed to exhibit fireworks displays at certain League games and Extra Events. These fireworks displays shall be in accordance with State law and require prior approval by the City of Fremont, which approval will not be unreasonably withheld.

Broadcasting Rights

24. The League shall have all radio, television and internet broadcasting rights and privileges for Team and/or League games played at the Facility.

Office and Other Space

25. Office space, dressing rooms and storage space will be provided to the Team, as they exist in the Facility. Any additional security for office space or dressing rooms shall be at the expense of the Team and/or League, subject to the provisions of this contract.

Scoreboard and Sound System

26. The City of Fremont shall provide the existing scoreboard and sound system at the Facility for use by the Team and/or League. Any modification or improvement of the sound system shall be at City of Fremont, Midland, Team and/or League expense as negotiated between the parties, and all such portions installed must remain in the Facility at the termination of the lease and shall become the property of the City of Fremont.

Entry upon Default

27. If the rent is not paid when due in accordance with Paragraph 4 of this Agreement, or in case of breach or non-observance of or non-performance by the Team and/or League of any of the provisions of this Agreement, and if the default continues for 10 days after written notice thereof to the Team and/or League, then, in every such case, the City of Fremont or Midland, in addition to any other remedy now or hereafter provided by law, may at their option, cancel this Agreement and re-enter and take possession of the Facility or any part thereof by force, if necessary, without any previous notice of intention to re-enter and may remove all persons and property therefrom and may use such force and assistance in making such removal as the City of Fremont or Midland may deem
advisable and such re-entry shall not operate as a waiver of satisfaction in whole or in part of any right, claim or demand arising out of, or connected with, any breach or violation by the Team and/or League of any covenant or agreement on its part to be performed.

**Removal of Team’s and/or League’s Property**

28. All articles of personal property and all business and trade fixtures, machinery & equipment and furniture owned by the Team and/or League or installed by the Team and/or League in the Facility at the Team’s and/or League’s expense shall remain the property of the Team and/or League and may be removed by the Team and/or League at any time during the term of this Agreement, provided that the Team and/or League, at their own expense, shall repair any damage to the Facility caused by such removal or by the original installation and provided further that there shall be no unpaid rent due Midland from the Team and/or League.

**Property of the City of Fremont**

29. All fittings, fixtures and other appurtenances shall, at the expiration of the term of this Agreement, become the property of the City of Fremont. All maintenance equipment allocated to the Facility shall remain the property of the City of Fremont.

**No Representation**

30. The Team and/or League agree that it has leased the Facility after examining the same and that no representations, warranties or conditions have been made other than those expressed herein, and that no agreement collateral hereto shall be binding upon the City of Fremont or Midland unless it be made in writing and signed on behalf of the City of Fremont or Midland.

**League Games and Extra Events Staffing**

31. The Team is responsible to provide all staff necessary for League game operations and Extra Events. These staff include, but are not limited to, ushers, ticket takers, scorekeepers, public address announcers, batboys, trainers, umpires, concession staff and security staff.

**Right of Entry to Make Repairs**

32. The Team and/or League agree that the City of Fremont and Midland shall have the right to enter the Facility at all reasonable times to examine the same and
make such repairs, alterations, improvements or additions as the City of Fremont or Midland may deem necessary or desirable or as the City of Fremont or Midland may be required to make by law or in order to repair and maintain the Facility. The City of Fremont and Midland shall be allowed to take into the Facility all material which may be required for such purpose and the rent reserved shall in no way abate while such repairs, alterations, improvements or additions are being made by reason of intention of the business of the Team and/or League. The City of Fremont and Midland will exercise reasonable diligence so as to minimize the disturbance or interruption of the Team's and/or League's operations. Renovation or repair shall be scheduled to minimize conflict with League games and Extra Events.

Notices

33. Unless otherwise provided herein to the contrary, all notices required under this Agreement shall be deemed given when hand delivered, with receipt therefore, or deposited in the United States mail, first class postage prepaid, addressed as follows:

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

Midland University
Jody Horner, President
900 North Clarkson
Fremont, NE 68025

402 Sports & Entertainment, LLC
Chad Miller, Member
925 N Cedar
Fremont, NE 68025

Expedition League, Inc.
35. The laws of the State of Nebraska shall apply and bind the parties in any and all questions pertaining to the Agreement.

Inurement

36. This Agreement and everything herein contained shall inure to the benefit of and be binding upon the parties and their successors. Whenever the singular or masculine is used the same shall be construed as meaning the plural or feminine or body corporate or politic as the context may require.

Entire Agreement

37. The entire agreement of the parties is contained herein, and this Agreement supersedes any and all oral contracts and negotiations between the parties.

Signed by the City of Fremont this 26th day of December, 2018.

By ______________________
Scott Getzschman, Mayor

Signed by Midland University this 9th day of November, 2018

By ______________________
President

Signed by the Team and League this 2nd day of November, 2018.

By ______________________
Member, 402 Sports & Entertainment, LLC

By ______________________
President, Expedition League, Inc.
Fremont Moo Baseball Club Operational Overview

The Fremont Moo is a summer baseball team, one of the ten-member Expedition League. We play 64 games (32 home) each summer, usually beginning Memorial Day weekend and going through mid-August. The team also produces 2-4 non-baseball events outside of the summer baseball season.

The team is a for-profit business operating under .402 Sports and Entertainment, LLC at Moller Park in Fremont, Nebraska. The physical address of the stadium 750 S. Broad Street, Fremont, NE 68025.

The stadium is undergoing renovations to add seating for a total of approximately 1,000 people. Our goal is to draw 1,000 people per game. We will provide full food and beer, wine and spirit service. We are currently in conversations with local beer distributors to establish an account. We may also supplement with smaller micro brew companies who are certified to sell. We operate one main concessions stand and will have two to three ancillary stands which will also serve beverages.

Our serving area is defined as the perimeter fencing around the ballpark (see red outline on ballpark diagram). This is enclosed and segregated from the community and people will not be allowed to bring in their own alcohol, nor will they be allowed to exit the enclosed area with alcohol. The ballpark has one main entrance and exit and we will not open other exit options unless an emergency is declared and we have to evacuate.

Please let me know if you need further clarification on our business, I can be reached at 608-792-7845 or chad@fremontmoo.com.

Sincerely,

Chad Miller, Owner
.402 Sports and Entertainment, LLC
DBA Fremont Moo
PURCHASE RECEIPT

Nebraska Liquor Control Commission
P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
jackie.matulka@nebraska.gov
OTC Local Ref ID: 32129350
1/16/2019 03:10 PM

Status: APPROVED
Customer Name: Jessica K Miller
Type: Visa
Credit Card Number: [redacted]

Total Amount Charged USD$409.96

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Applicant Name: .402 Sports and Entertainment LLC
Trade Name: Fremont Moo
Premises Address: 750 S Broad Street
Premises City: Fremont

Total remitted to the Nebraska Liquor Control Commission $400.00
FREMONT POLICE DEPARTMENT

Incident Report

Incident 2019000227-0 ORI NB0270100

Occur Date/Time: 01/23/2019 13:41
To: 01/28/2019 13:41
Report Date/Time: 01/23/2019 13:41
Agency#: FRPD

Time Arrived: 00:00
Time Cleared: 13:41
Description: LICENSING CHECKS

Complainant:
DRAKE, OFFICER K
725 N PARK AV C
FREMONT, NE 68025

DOB: 09/14/1976
Race: W
Phone(H): 402-727-2677
Phone(W): 402-
Ethnicity: N
Height: 6'00"
Weight: 220
Resident: R
Hair: B RO
Age: 42
Eyes: BLUE

Employer:
Occasion:
Phone:
Date From: 00/00/0000
Date To: 00/00/0000

Status: Active
Investigator: 25 - DRAKE, K
Exceptionally Cleared:
Supervisor Approved: 00/00/0000
Records Approved: 00/00/0000

Offenses:
IBR# Offense Description Using Activity Statute Campus Code Location Status Aid Abet Location Local Statute Weapons Act Type Fel/Misd Gambi
902 Liquor license investigation Attempted ARENA/STADIUM/F N

Person(s) Involved:

Description Name DOB Address City/State Phone
Victim SOCIETY 00/00/0000
Person With Knos MILLER, CHAD R 02/01/1975 925 N CEDAR FREMONT, NE 68025 608-792-7845
Person With Knos MILLER, JESSICA K 11/27/1980 925 N CEDAR ST FREMONT, NE 68025 608-780-4490
Person With Knos CYZAR, DANIEL R 02/02/1970 2709 SUNBURST DR FREMONT, NE 68025 402-620-7073
Person With Knos CYZAR, CARRIE A 05/28/1973 2709 SUNBURST LN FREMONT, NE 68025 402-727-0628

Referral:
Children:
Evidence Taken: Photo: Fingerprint(s): Other:
Status Date: 00/00/0000
**FREMONT POLICE DEPARTMENT**

**Incident Report**

**Incident 2019000227-0 ORI NB0270100**

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<tbody>
<tr>
<td><strong>Name:</strong></td>
<td>MILLER, CHAD R</td>
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<tr>
<td><strong>DOB:</strong></td>
<td>02/01/1975</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>925 N CEDAR FREMONT, NE 68025</td>
</tr>
<tr>
<td><strong>Phone (H):</strong></td>
<td>508-792-7845</td>
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<tr>
<td><strong>Phone (W):</strong></td>
<td>402-215-8378</td>
</tr>
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<td><strong>Eyes:</strong></td>
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<td><strong>Skin:</strong></td>
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<td><strong>Face:</strong></td>
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<td><strong>Age:</strong></td>
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<td><strong>Resd:</strong></td>
<td>Resident</td>
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<tr>
<td><strong>FED Agency:</strong></td>
<td>N</td>
</tr>
<tr>
<td><strong>Arrested Before:</strong></td>
<td>N</td>
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<tr>
<td><strong>Disposition:</strong></td>
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<td><strong>County:</strong></td>
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**LICOR LICENSE INVESTIGATION**
# Fremont Police Department Incident Report

**Incident 2019000227-0  ORI NB0270100**

## Subject #2 - Person With Knowledge

<table>
<thead>
<tr>
<th>Name</th>
<th>Miller, Jessica K</th>
<th>Race: White</th>
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</thead>
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<td>DOB</td>
<td>11/27/1980</td>
<td>Sex: Female</td>
<td>Unknown Offender: N</td>
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<tr>
<td>Address</td>
<td>925 N Cedar St</td>
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<td></td>
<td>Fremont, NE 68025</td>
<td>Height: 5'05&quot;</td>
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<td>Phone (H)</td>
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<td>Date Delivered: 00/00/0000</td>
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## Subject #3 - Person With Knowledge

<table>
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<tr>
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<th>Czya, Daniel R</th>
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<td>02/02/1970</td>
<td>Sex: Male</td>
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<tr>
<td>Address</td>
<td>2709 Sunburst Dr</td>
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<td>Height: 6'04&quot;</td>
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<td>Phone (H)</td>
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<td>Phone (W)</td>
<td>402-680-7332</td>
<td>Date Served: 00/00/0000</td>
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<td>Phone (C)</td>
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**Subject # 4 - Person With Knowledge**

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<td>Address: 2709 SUNBURST LN</td>
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<td>Phone (H) 402-727-0528</td>
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<td>Phone (W)</td>
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<td>SSN:</td>
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</table>

**Vehicle**
No record found

**Property**
No record found
On 01-23-2019, I was assigned the Liquor License Investigation for .402 Sports and Entertainment dba Fremont Moo. The business was established 3 months ago and did not have any reviews with the Better Business Bureau. Upon checking the names on the application, I did not see anything concerning that would prohibit them from being able to obtain a Liquor License for the Fremont Moo at Moeller Field.

Case closed.

Investigator Drake #25
LIQUOR APPLICATION REPORT

PLANNING REPORT

DATE: January 23, 2019  DUE DATE: February 6, 2019

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: 402 Sports and Entertainment LLC dba Fremont Moo

LOCATION: 750 S. Broad Street, Fremont, NE

REQUESTED LICENSE OR ACTION: Approval of Liquor License

ANNEXATION DATE: n/a

ORDINANCE NUMBER: n/a

EXISTING ZONING: LI Light Industrial

EXISTING LAND USE: Baseball field

ADJACENT LAND USE AND ZONING:

NORTH: LI, Light, Industrial used developed with residential and light industrial uses

SOUTH: LI, Light Industrial developed with light industrial uses.

EAST: GI, General Industrial developed with light industrial uses

WEST: GC, General Commercial developed with commercial uses

ZONING REQUIREMENTS: Alcohol sales require a conditional use permit in the LI zoning district.

GENERAL NEIGHBORHOOD / AREA LAND USES: Primarily light industrial and commercial land uses surround the ball field

ANALYSIS OF NEIGHBORHOOD EFFECTS: The Fremont Moo, a summer baseball league will be sharing Moeller Field along with the City and Midland University. The management of the Fremont Moo would like to sell beer, wine and distilled spirits at the Fremont Moo ball games. The area is primarily developed with industrial and commercial uses. The underlying property is owned by the city and used as a baseball field. It will be leased to the Fremont Moo. There are other bars in the area.

SIGNED: ____________________________

Jennifer L. Dam, AICP; Director of Planning
RESOLUTION NO. 2019-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA CONSIDERING AN APPLICATION FOR A CLASS I LIQUOR LICENSE FOR .402 SPORTS AND ENTERTAINMENT LLC, 750 S. BROAD ST., FREMONT, NE 68025.

WHEREAS, an application was filed by .402 Sports and Entertainment LLC., dba Fremont Moo, for property located at 750 S. Broad 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 31, 2019; and,

WHEREAS, a public hearing was held on February 12, 2019 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 ________ DAY OF ______________, 2019.

_____________________________
Scott Getzschman, Mayor

ATTEST:

__________________________
Tyler Ficken, City Clerk
Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer Dam, Planning Director
DATE: February 12, 2019
SUBJECT: Conditional Use Permit for Men’s Dorm at Midland University

Recommendation: conditional approval

Background: Jodi Benjamin, on behalf of Midland University, has requested a conditional use permit to replace Men’s Hall with a new dorm.

The site is located at west 8th and N Logan Streets. It is zoned UR, Urban Residential.

The zoning to the north, east and west is UR, Urban Residential and is developed with Midland University buildings and Sinai Lutheran Church.

The zoning to the south is SC, Suburban Commercial and is developed primarily with residential uses.

Colleges, Universities and Vocational Schools are conditional uses in the UR, Urban Residential district provided that:

- They are located greater than 300 feet from any residential, LI, GI, AV or PO district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a collector or arterial roadway.
  - The proposed hall is located in a residential district that contains the boundaries of the campus. The next closest residential district is 500 feet to the south. Additionally, the 25’ front yard setback along H Street significantly exceeds the 10’ required in a “B” type bufferyard and the landscaping exceeds the requirement of 2 trees and 8 shrubs per 100 lineal feet. The block face is 150 feet long which would require 3 trees and 12 shrubs. The proposed landscape includes 6 trees and 95 shrubs.
- Primary access to the site is from a collector or arterial roadway.
  - Access is from 8th Street which acts as a collector in this area.
- Adequate precautions have been taken on behalf of the operator so as not to create an undue burden on neighboring properties via traffic, parking, and noise.
  - The dorm is residential in nature- each student is assigned an off-street parking space. There should be no increase in impact beyond the existing dorm use.
• The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.
  ○ This requirement will be made a condition of approval of the resolution.

This proposal meets the conditions for the Conditional Use that are specified in the UDC.
RESOLUTION NO. 2019-026

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR PROPERTY LOCATED ON THE MIDLAND CAMPUS AT 8TH AND LOGAN FOR THE PURPOSES OF REPLACING MEN’S HALL DORMITORY; PROVIDING FOR REPEAL OF RESOLUTIONS 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 approval of a Conditional Use Permit to replace the Men’s Hall Dormitory at Midland University was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is currently zoned UR, Urban Residential; and

WHEREAS, Colleges and Universities uses in the UR zoning district requires a Conditional Use Permit; and

WHEREAS, a public hearing on the proposed Conditional Use Permit was held by the Planning Commission on January 21, 2019 and subsequently by the City Council on February 12, 2019; and

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

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

SECTION 1. PERMIT. Issuance of a Conditional Use Permit for the purpose of a dormitory on a College and University is hereby authorized for the following described real estate:

Lots 1-8 Block 2, Parcel’s Addition to Fremont together with the vacated alley located in Section 23, T17N, R8E, Fremont, Nebraska.

Subject to the following conditions:

The dormitory shall operate in accordance with all applicable federal, state and local laws.

Any required permits shall be obtained prior to construction and operation of the facility.

SECTION 2. REPEALER. All prior resolutions, if any, which conflict with this Resolution are hereby repealed.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, 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 Resolution shall take effect and be in force from and
after its passage, approval, and publication as required by law.

PASSED AND APPROVED THIS THE _______ DAY OF ________________________, 20____.

________________________________________
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 8, 2019
SUBJECT: Claims

Recommendation: Move to approve January 30 through February 12, 2019 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 8, 2019. 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 21, 2019, 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 UNUM monthly
- Workers compensation claims paid by the City’s third-party administrator Tri-Star.
- Transmission and energy purchases payable to Southwest Power Pool, every Tuesday.
- Construction, transmission and energy purchases payable to Omaha Public Power District.
- Coal purchases from Cloud Peak Energy Resources, Peabody coal, and freight charges to Union Pacific.
- 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 $1,374,276.39
Utility funds claims total $2,457,486.43
Total of all claims $3,831,762.82
PAYMENT TYPES
Checks.............................................. Y
EFTs.................................................. Y
ePayables........................................... Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date ................. 01/30/2019
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 ........... 2019
Disbursement year/per ......................... 2019/04
Payment date ................................. 01/30/2019
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VENDOR TOTAL * 2,262.00 2,639.00-

00 General Fund

BANK TOTAL * 2,262.00 2,639.00-

Ck #89145 was included in the claims at the last meeting of the City Council. Before this check was placed in the mail, one of the Council members that had registered discovered that he was unable to attend. City Staff was able to cancel the registration, and reissue the check for the lesser amount.
<table>
<thead>
<tr>
<th>VEND NO</th>
<th>SEQ#</th>
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<th>VOUCHER NO</th>
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01 Employee Benefits

| BANK TOTAL | .00  | 5,543.27 |
| 01 Employee Benefits

| HAND ISSUED TOTAL *** | .00  | 2,904.27 |
| TOTAL EXPENDITURES **** | 2,262.00 | 2,904.27 |
| GRAND TOTAL ****************** | 5,166.27 | 5,166.27 |
PREPARED 01/31/2019 13:35:00
PROGRAM: GM339L
EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION:  EAL: 01312019 SHEETSJ
PAYMENT TYPES
Checks ............................................. Y
EFTs ................................................ Y
ePayables ....................................... Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date ......................... 01/31/2019
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 ............. 2019
Disbursement year/per ........................... 2019/04
Payment date ...................................... 01/31/2019
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VENDOR TOTAL * 60.00

00 General Fund

BANK TOTAL * 60.00

TOTAL EXPENDITURES **** 60.00

GRAND TOTAL ****************** 60.00

An employee's direct deposit was returned by the bank as undeliverable. The City issued a check to the employee in its place.
PAYMENT TYPES
- Checks ........................................... Y
- EFTs ............................................... Y
- ePayables ......................................... Y

VOUCHER SELECTION CRITERIA
- Voucher/discount due date ...................... 02/07/2019
- All banks ......................................... A

REPORT SEQUENCE OPTIONS:
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- Bank/Vendor ...................................... X
- Fund/Dept/Div .....................................
- Fund/Dept/Div/Element/Obj
- 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 .......... 2019
- Disbursement year/per ....................... 2019/05
- Payment date ................................. 02/07/2019
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**BANK TOTAL:**

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  - **HAND ISSUED TOTAL:** 89,824.54
  - **TOTAL EXPENDITURES:** 76,284.21
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Final Total 240,490.61  Count 208
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**TOTAL EXPENDITURES**: 749.28
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EFTs ............................................... Y
ePayables ......................................... Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date .................. 02/13/2019
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 .......... 2019
Disbursement year/per ..................... 2019/05
Payment date ................................ 02/13/2019
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**VENDOR TOTALS:**

- **A & A DRUG CO INC:** $7.17
- **ACE HARDWARE:** $67.89
- **AGUILAS, NICOLE:** $100.00
- **ALL ABOUT BLINDS:** $880.00
- **AMERICAN BROADBAND INTERNET:** $200.00
- **APEX LAND SURVEYING LLC:** $940.00
- **ARROW INTERNATIONAL INC:** $612.50
- **BAUER BUILT INC:** $27.00
- **BODY BASICS:** $161.00
- **BOMGAARS SUPPLY INC:** $984.00
- **BLUE CROSS BLUE SHIELD:** $462.53
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- INTL ASSN OF POLICE: 190.00
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**Payment Date:** 02/13/2019

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08  CDBG Clearing  

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EFT/EPAY TOTAL *** 318.30

TOTAL EXPENDITURES *** 318.30

GRAND TOTAL **************** 34,242.47

GRAND TOTAL **************** 34,560.77
EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION:  EAL: 02042019 ANDERSEND

PAYMENT TYPES
Checks .......................................... Y
EFTs ............................................. Y
ePayables ....................................... Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date ................. 02/04/2019
All banks ........................................ A

REPORT SEQUENCE OPTIONS:
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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 ..............

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Print reports in vendor name sequence? (Y,N) . Y
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Disbursement year/per ....................... 2019/05
Payment date ................................. 02/04/2019
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EFT/EPAY TOTAL *** 7,217.30

TOTAL EXPENDITURES **** 65.18
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TOTAL EXPENDITURES 7,742.10
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EFTs .................................................. Y
ePayables ........................................... Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date .................... 02/07/2019
All banks .......................................... A

REPORT SEQUENCE OPTIONS:
Vendor .............................................. X
Bank/Vendor ........................................
Fund/Dept/Div .....................................
Fund/Dept/Div/Element/Obj ......................
Proj/Fund/Dept/Div/Elm/Obj .....................
One vendor per page? (Y,N) ................. N
Validate cash on hand? (Y,N) .............. N
Validate cash on hand? (Y,N) .............. N

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 .......... 2019
Disbursement year/per ....................... 2019/05
Payment date ................................. 02/07/2019
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**Final Total**: 275,422.74  
**Count**: 171
Nebraska and Local Sales and Use Tax Return

---|---|---|---|---
1 | 55808 | 1 | 1/2019 | Date Filed: Tue, Feb 05, 2019 10:11:36 AM

Due Date: 02/20/2019

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.

| Gross sales and services | 1 | $6,914,737.00 |
| Net taxable sales | 2 | $3,739,093.00 |
| Nebraska sales tax (line 2 multiplied by .055) | 3 | $205,650.12 |
| Nebraska use tax | 4 | $6,094.41 |
| Local use tax from Nebraska Schedule I | 5 | $1,662.11 |
| Local sales tax from Nebraska Schedule I | 6 | $46,443.30 |
| Total Nebraska and local sales tax (line 3 plus line 6) | 7 | $252,093.42 |
| Sales tax collection fee (line 7 multiplied by .025; Maximum allowed $75.00 per location) | 8 | $75.00 |
| Sales tax due (line 7 minus line 8) | 9 | $252,018.42 |
| Total Nebraska and local use tax (line 4 plus line 5) | 10 | $7,756.52 |
| Total Nebraska and local sales and use tax due (line 11 plus line 10) | 11 | $259,774.94 |
| Previous balance with applicable interest at 5.0% per year and payments received through | 12 | |

| Balance Due (line 11 plus or minus line 12). Pay in full | 13 | $259,774.94 |

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 2019

| Sales Tax Payable | 051-0000-236-0000 | $252,093.45 |
| Sales & Use Tax | 051-0000-236-0100 | $5,989.97 |
| | 053-0000-236-0100 | $649.25 |
| | 057-0000-236-0100 | $1,117.30 |

| Collection Fee | 051-5001-421-0000 | $75.03 |
| Cash/Total Due | 051-0000-131-0000 | $258,008.39 |
| | 053-0000-131-0000 | $649.25 |
| | 057-0000-131-0000 | $1,117.30 |
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**VOUCHER SELECTION CRITERIA**

- Voucher/discount due date: 02/13/2019
- All banks: A

**REPORT SEQUENCE OPTIONS:**

- Vendor: X
- One vendor per page? (Y,N): N
- Bank/Vendor: One vendor per page? (Y,N): N
- Validate cash on hand? (Y,N): N
- Validate cash on hand? (Y,N): N
- Project/Fund/Dept/Div/Element/Obj: Validate cash on hand? (Y,N): N

This report is by: Vendor

- Process by bank code? (Y,N): Y
- Calendar year for 1099 withholding: 2019
- Disbursement year/period: 2019/05
- Payment date: 02/13/2019
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**PROGRAM: GM339L**

**AS OF: 02/13/2019**

**PAYMENT DATE: 02/13/2019**

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**Total Vendors:** 15

**Total Amount:** $11,273.10

**ANABROBIC LAGOONS AND GAS SCRUBBING SYSTEM at WWTP**
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VENDOR TOTAL * .00 2,259.84

SUB B UPGRADE 15KV CONDUIT BORING

TOTAL EXPENDITURES **** 691,862.25 865,814.24
GRAND TOTAL **************** 1,557,676.49
STAFF REPORT

TO:       Honorable Mayor and City Council
FROM:     Jody Sanders, CPA, Director of Finance
DATE:     February 8, 2019
SUBJECT:  Report of Treasury

Recommendation: Move to receive Report of the Treasury

Background: The City Council receives internally-produced quarterly financial statements in addition to the annual audited financial statements. 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. The Council will continue to receive the monthly financial statements, but this snapshot gives the Council more timely information regarding cash reserve balances.

Fiscal Impact: None.

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, 2019

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City of Fremont  
Report of Treasury - Cash and Investment Bank Balances  
January 31, 2019

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<td>Grand total, all funds</td>
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CITY COUNCIL MEETING MINUTES
January 29, 2019

REGULAR MEETING:
1. Meeting called to order. 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, Bechtel, Yerger, Jensen, Jacobus, Kuhns and Legband present. 8 Council Members 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)

Council Member Yerger raised a point of information to inquire about the appropriateness of items # 4, #24, #25, #26, #27, and #30 and have the items postponed indefinitely. Council Member Jacobus moved, seconded by Council Member Yerger to receive into the record a copy of the Municipal Code Sections 2-1110 through 2-1112. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus. Nay: Legband. Motion carried. Council Member Yerger moved, seconded by Council Member Jacobus to remove and indefinitely postpone items #4, #24, #25, #26, #27 and #30 of the agenda and refer them to back to committee and to legal counsel for a legal written opinion as to why it is not necessary to follow sections 2-110 and 2-111 of the Municipal Code. Ayes: Jacobus, Yerger, Bechtel, Ellis. Nays: McClain, Kuhns, Jensen, Legband, Getzschman. Motion not carried.

PUBLIC HEARINGS:
4. Ordinance 5490 Amendments regarding expansion of uses on non-standard lots, an amendment to Chapter 11 of the Fremont Municipal Code pertaining to zoning, subdivision and site development regulation. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Kuhns moved, seconded by Council Member Legband to hold first reading and introduce the Ordinance. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Legband. Nays: Jacobus, Yerger. Motion carried. City Clerk provided first reading of the Ordinance.

5. Resolution 2019-002 Poultry Complex Final Plat by Justin Stark on behalf of PCCW, Inc. on property generally located north of Hills Farm Road, West of Old Hwy 275, East of S. Main Street (in Inglewood) and south of Cloverly Road. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member McClain moved, seconded by Council Member McClain to approve Resolution 2019-002 final plat poultry complex. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

CONSENT AGENDA:
Moved by Council Member Jensen seconded by Council Member McClain to approve 6, 10, 13, 17, 18, 19, and 20 of the consent agenda. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

6. Motion to approve January 9, 2019 through January 29, 2019 claims and authorize checks to be drawn on the proper accounts.
10. Authorize Mayor to sign Deed of Reconveyance, Nicola dba JAB Properties LLC, 330 N. Clarkson St.

13. Resolution 2019-010 to amend Resolution 2017-221 "Agreement for Preliminary Engineering Services" with the Union Pacific Railroad (UPRR) at the Downing Street Crossing.


18. Receive Greater Fremont Development Council (GFDC) report

19. Resolution 2019-014 to enter into a three year agreement with MSDS Online for Safety Data Sheets management program.

20. Motion to approve the Cement Worker/Asphalt/Excavate license application as presented subject to fulfillment of all licensing requirements for TR Construction.

**ITEMS REMOVED FROM THE CONSENT AGENDA FOR SEPARATE DISCUSSION:**

7. Dispense with and approve January 8, 2019 minutes. Council Member Yerger moved, seconded by Council Member Ellis to amend the motion in the second paragraph of the minutes to show that the items were continued to a future meeting until appropriate time for referral as amended by legal so that they could have time to provide a written report on any open public meetings violations. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member McClain to approve the amended minutes. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.


9. Resolution 2019-009 to amend the professional services agreement with Olsson Associates, Inc. to include additional work for the Traffic Signal Improvements Phase II Project. Council Member Jacobus moved, seconded by Council Member McClain to approve Resolution 2019-009. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

11. Motion to approve change orders to the contract with HPI Mechanical Services, LLC for Lon D. Wright Unit #7 turbine and Generator repairs. Council Member Jacobus moved, seconded by Council Member Jensen to approve the change order. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.


15. Accept resignation and make appointment to Airport Advisory Committee. Council Member Kuhns moved, seconded by Council Member Jensen accept the resignation of Ron Vlach and appoint Robert Steenbolck to fill the vacancy. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

moved, seconded by Council Member McClain to approve Resolution 2019-016. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

UNFINISHED BUSINESS: requires individual associated action

22. Ordinance 5488 request for Voluntary Annexation of property by Bruce Coffey on behalf of Costco Wholesale / PCCW, Inc., owners of a tract of land being a part of Lot 1, East Inglewood Subdivision. Council Member Jacobus moved, seconded by Council Member Legband to amend so that the legal description is correct, and that it matches the survey information that is provided as a legal description on the Olsson & Associates boundary exhibit. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Legband moved, seconded by Council Member Jensen to hold second reading of the Ordinance as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.

21. Ordinance 5489 request for Voluntary Annexation of property by Bruce Coffey on behalf of Costco Wholesale / PCCW, Inc., owners of a tract of land Southwest of the intersection of Cloverly Rd and Downing Street. Council Member Legband moved, seconded by Council Member McClain to approve second reading of the Ordinance. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.

23. Council Member Jacobus item - update on City Attorney factual investigation and legal analysis of unpaid earnest money/escrow and other expenses and fees resulting from purchase agreement signed by RTG Medical Inc. Council Member Jacobus moved, seconded by Council Member Legband to receive the RTG report. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.


25. Ordinance 5484 Unified Development Code amendment to updated definition of required yards to clarify requirements for landscaping. Council Member McClain moved, seconded by Council Member Jacobus to continue the item to the next meeting so that the Council can learn if there have been citizen comments. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jacobus, Legband. Nays: Jensen. Motion carried.


28. Ordinance 5492 vacating Cloverly Road from the new alignment of Cloverly Road to the new alignment of Downing Street. Council Member Jacobus moved, seconded by Council Member McClain to amend the Ordinance to include the word “of” to read as right of way from the East right of way line of Cloverly
29. Ordinance 5491 request for approval of 3rd amendment to the Gallery 23 PD Planned Development to change the height for commercial zoning from 45’ to 60’ by Brad Marshall on behalf of Jeremy Guenthner, owner of land generally located at the North of County Road U and South of Lincoln Highway, just west of Farmfield Road. Council Member Jacobus moved, seconded by Council Member Jensen to hold second reading of the amended Ordinance 5491. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.

30. Resolution 2019-007 clarifying legal description referenced in purchase agreements for the sale and conveyance of real estate owned by the City of Fremont to the Dodge County Humane Society. Council Member Yerger moved, seconded by Council Member Jacobus to table the action and sale of this property be held up until it is conformed for the Council until it receives a legal written report indicating that the public record notices, agendas, minutes and committee’s details for negotiated sale are reported and provided to the Council so that the Council can reaffirm or deny the sale. Ayes: Ellis, Bechtel, Yerger, Jensen, Jacobus. Nays: Legband, Kuhns, McClain. Motion carried.

NEW BUSINESS: requires individual associated action

31. Motion to approve Moller Field Site Plan. Council Member Yerger moved, seconded by Council Member Kuhns to approve the Moller Field site plan. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.


33. Council Member Yerger item - Resolution 2019-012 regarding providing direction to the City Engineer for design of Luther Road extension south of Morningside Road. Council Member Yerger moved, seconded by Council Member Legband to receive e-mails from Council Member Yerger which he received relating to this item. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member Legband to receive a petition titled “Luther Road Extension; (South of Morningside Road), Deerfield Subdivision Intersection Openings; and Drainage Ditch Project – Fremont Nebraska”. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Yerger moved, seconded by Council Member McClain to continue the item the first City Council Meeting in March, and receive the City Engineer’s input on alternative design plans to help meet the public's criteria the best we can. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Nay: Kuhns. Motion carried.


36. Ordinance 5493 amending sections of Chapter 2 of the Municipal Code to adopt public comment period. Council Member Jacobus moved, seconded by Council Member Yerger to strike out the verbiage “and shall commence at the hour of 6:30 p.m.” under 2-103, include adding back in the word and formal instead of formal being crossed out, open public comment periods after 2-103 to include the word and, and keep the word formal, and in the verbiage below between 203 & 109, to keep the word formal included in that paragraph body. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Yerger moved, seconded by Council Member Jacobus to hold first reading of the Ordinance as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided first reading of the Ordinance.


38. Council Member Yerger item – Resolution 2018-019 requiring that the City Attorney conduct an investigation into any potential Open Meetings violations and provide a written opinion and report prior to action being taken on various City Resolutions and Ordinances which were continued at the January 8, 2019 City Council Meeting. Council Member Jacobus moved, seconded by Council Member Yerger to approve Resolution 2019-019. Ayes: Ellis, Bechtel, Yerger, Jensen, Jacobus. Nays: McClain, Kuhns, Legband. Motion carried.

39. Council Member Yerger item – Resolution 2018-020 requiring the City Clerk to provide requested information regarding Mayoral and Council Committees, Notices/Minutes regarding various City Resolutions and Ordinances which were continued at the January 8, 2019 City Council Meeting. Council Member Jacobus moved, seconded by Council Member Yerger to approve Resolution 2019-020. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns. Nays: Legband. Motion carried.

40. Consider request to Reconsider Ordinance 5482 authorizing sale of an undivided one-half interest in Outlot A to Dodge County – Joint Public Service Center. Council Member Jacobus moved, seconded by Council Member Yerger to receive documents provided by Council Member Ellis beginning with the subject line “Joint Law Enforcement Center Discussion”. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Ellis moved, seconded by Council Member Yerger to reconsider Ordinance 5482. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

41. Council Member Jacobus item – Resolution 2018-021 requiring that City Staff provide or give access to individual Council Members or the collective body access to documentation, information, data, financials effective upon adoption of the Resolution. Council Member Yerger moved, seconded by Council Member Ellis to approve Resolution 2019-021. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus. Nay: Legband. Motion carried.

Moved by Council Member Jacobus seconded by Council Member Ellis to adjourn the meeting. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband, Kuhns. Motion carried. Meeting adjourned at 1:22 a.m.

I, Tyler Ficken, the undersigned City Clerk, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by the members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that this meeting was preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, were displayed in the Municipal Building.
and distributed to the Mayor and Council on January 25, 2019 and is open to the public; that all news media requesting notification concerning meeting and the subjects to be discussed at said meeting and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.


Tyler Ficken, City Clerk                  Scott Getzschman, Mayor
The Mayor called the Special Meeting for an Educational Session of the City Council to order.

Chairman Sookram called the Special Meeting for an Educational Session of the Planning Commission to order.

Blackburn called the Special Meeting for an Educational Session of the Board of Adjustment to order.

The City Clerk’s Roll call showed Council Members McClain, Jensen and Jacobus present, Council Members Ellis, Kuhns, Bechtel, Yerger and Legband were absent. There were three Council Members present, so there was no quorum established.

The Educational Session presenter, Thomas Huston, attorney from Cline, Williams, Wright, Johnson & Oldfather, L.L.P. stated that there would be no formal action taken.

The Director of Planning’s Roll call showed Board of Adjustment Members present were: Nielsen and Blackburn. Board of Adjustment Members Bowen, Carlson and Brown were absent. There were two Board of Adjustment Members present, so there was no quorum established.

The Director of Planning’s Roll call showed Planning Commission Members present were: Landholm and Sookram. Planning Commission Members Nielsen, Gifford, Sawyer, Horeis, Carlson, Borisow and Bowen were absent. There were two Planning Commission Members present, so there was no quorum established.

City Council Member Yerger entered the meeting at approximately 5:03 p.m.

Planning Commission AND Board of Adjustment Member Bowen entered the meeting at approximately 5:10 p.m., establishing a quorum of the Board of Adjustment.

City Council Member Kuhns entered the meeting at approximately 5:15 p.m., establishing a quorum of the City Council.

There was a presentation given by Thomas Huston of Cline, Williams, Wright, Johnson & Oldfather, L.L.P. regarding the Board of Adjustment and Fair Hearings. He also provided handouts.

Hearing no other business, the Mayor stated he would entertain a motion to adjourn the meeting. It was moved by Council Member Jacobus and seconded by Council Member
Jensen to adjourn the meeting. There were no objections by the Planning Commission or the Board of Adjustment. Meeting was adjourned at approximately 5:50 p.m.

I, Tyler Ficken, the undersigned City Clerk, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by the members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that this meeting was preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, were displayed in the Municipal Building and distributed to the Mayor and Council on January 31, 2019 and is open to the public; that all news media requesting notification concerning meeting and the subjects to be discussed at said meeting and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

APPROVED AND ACCEPTED THIS 12TH DAY OF FEBRUARY AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA SPECIAL CITY COUNCIL MINUTES FOR FEBRUARY 4, 2019.

Tyler Ficken, City Clerk

Scott Getzschman, Mayor
TO:        Honorable Mayor and City Council
FROM:     Tyler Ficken, City Clerk
DATE:       February 12, 2019
SUBJECT:  Deed of Reconveyance completing CDBG Loan payment, Peterson, 624 W. Washington St.

Recommendation: Authorize the Mayor to sign Deed of Reconveyance

Background: The borrower has met the requirements of the CDBG loan, and the loan in the amount of $25,000.00 has been paid and/or forgiven.
THIS DEED OF TRUST is made on January 29, 2007

The Trustees are Lenny R. Peterson & Crystal M. Peterson, husband & wife, also known as Borrowers.

The Trustee is Michael T. Brogan, PO Box 667, Norfolk, NE 68702-0667

The Beneficiary is City of Fremont, also known as Lender.

Beneficiary’s address is PO Box 1266, Fremont, NE 68026-1266.

Borrowers irrevocably convey to Trustee, in Trust, with power of sale, the following:

Lot 9, Block 29, Dorsey’s Second Addition to the City of Fremont, Dodge County, Nebraska.

together with all the rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrowers owe Lender up to $20,000.00, evidenced by Borrowers’ Note of even date, payable according to the terms thereof.

This Security Instrument secures to Lender the Debt evidenced by said Note, the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performancy of Borrowers’ covenants and agreements.

Borrowers covenant that Borrowers are lawfully seized of such real estate and have the legal power and lawful authority to convey the same and warrant and will defend title to the real estate against the lawful claims of all persons.

BORROWERS AND LENDER AGREE AS FOLLOWS:

1. Borrowers shall pay when due, the principal and interest as provided in said Note.

2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due.

3. Borrowers shall pay all general real estate taxes and special assessments against the property before the same become delinquent.

4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrowers a notice identifying the lien and Borrowers shall satisfy the lien within ten (10) days.

5. Borrowers shall keep the improvements on said premises insured against loss by fire and hazards included within the term “extended coverage” for their insurable value and policies for the same shall include a standard mortgage clause showing Lender herein. In event of loss, Lender may make proof of loss if not promptly made by Borrowers. Insurance proceeds shall be applied to restoration or repair of the property damaged, unless
both parties otherwise agree, except if restoration or repair is not economically feasible or Lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due.

Unless Lender and Borrowers otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in said Note, or change the amount of the payments.

6. If Borrowers fail to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in Court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of Borrowers secured by this security instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrowers.

7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower.

8. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrowers shall not operate to release the liability of the original Borrowers or Borrowers' successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Any notice to Borrowers provided for in this security instrument shall be given by delivering it or by mailing it using first class mail unless Nebraska law requires use of another method, at the Borrowers' last known address.

10. This security instrument and the Note which it secures shall be governed by Nebraska law.

11. Lender shall give notice to Borrowers following Borrowers' breach of any covenant or agreement in this security agreement and the Note which it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than thirty (30) days from the date the notice is given to Borrowers by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this security agreement and resale of the property. The notice shall further inform Borrowers of the right to reinstate, after acceleration, and the right to bring a Court action to assert the nonexistence of a default or any other defense of Borrowers to acceleration and sale. If default is not cured, on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Agreement without further demand and may invoke the power of sale and any other remedies permitted by Nebraska law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney fees and costs of title evidence.

12. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Borrowers, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one (1) or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's Deed conveying the property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale including, but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to the person or persons legally entitled to it.

13. Upon acceleration under paragraph 12 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited
to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this security instrument.

14. Upon payment of all sums as herein provided, Lender shall direct Trustee to reconvey the property and shall surrender this security instrument and the Note secured. Trustee shall reconvey the property without warranty and without charge to the persons legally entitled to it.

15. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded the county in which this security instrument is recorded. Without conveyance of the property, the successor Trustee shall succeed to all the title, power, and duties conferred upon Trustee herein and by Nebraska law.

16. Borrowers understand that the property must remain the borrowers' primary residence throughout the housing rehabilitation loan period. If, at any time during the housing rehabilitation loan period, the property is no longer the borrowers' primary residence, borrowers will be declared in default of this security agreement and the Note which it secures. This includes, but is not limited to, the property becoming non-owner occupied, being vacant for a period of more than 90 days, or being converted to rental.

17. Borrowers agree to comply with the terms and conditions of the Owner-Occupied Housing Rehabilitation Program Guidelines.

18. Borrowers request that copies of all notices provided herein be sent to Borrowers' address, which is 624 West Washington Street, Fremont.

IN WITNESS WHEREOF, the Borrowers have signed this Agreement.

Lenny R. Peterson

Crystal M. Peterson

STATE OF NEBRASKA)
COUNTY OF DODGE ) ss.

The foregoing instrument was acknowledged before me on this 31st day of January, 2007, by Lenny R. Peterson & Crystal M. Peterson, husband & wife.

[Stamp with name and date of notary]

Notary Public
DEED OF RECONVEYANCE

City of Fremont
400 East Military Avenue
Fremont, NE 68025-5141

The indebtedness secured by the Deed of Trust executed by Lenny R. Peterson & Crystal M. Peterson, husband & wife, as Trustor(s) to Michael T. Brogan as Trustee, for the benefit of the City of Fremont as beneficiary dated January 31, 2007, and recorded on February 6, 2007, in the Office of the Register of Deeds of Dodge County, Nebraska recorded at Book 2007 and Page 0761, has been paid, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed and delivered as confirmed by its endorsement below.

In consideration of such payment and in accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deed of Trust in the following:

Lot 9, Block 29, Dorsey’s Second Addition to the City of Fremont, Dodge County, Nebraska.

Dated: ____________________________ By: ________________________________

Michael T. Brogan, Trustee

STATE OF NEBRASKA    )
) ss.
COUNTY OF MADISON     )

The foregoing instrument was acknowledged before me on _____________ by Michael T. Brogan, as Trustee.

Witness my hand and seal: ________________________________

Notary Public

REQUEST FOR RECONVEYANCE

The Beneficiary requests the Trustee to reconvey the real estate described above to the person or persons entitled thereto.

By: ________________________________

Scott Getzschman, Mayor
City of Fremont, Beneficiary

STATE OF NEBRASKA    )
) ss.
COUNTY OF DODGE      )

The foregoing instrument was acknowledged before me on _____________ by Scott Getzschman, Mayor, on behalf of the City of Fremont as Beneficiary.

Witness my hand and seal: ________________________________

Notary Public
STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Kim Koski, Director of Parks & Recreation

DATE: February 12, 2019

SUBJECT: Request for use of Johnson Lake trail and shelter on Sunday, August 18, 2019, from 8am – 2pm, by the Dodge County Humane Society for a 5k fundraising event.

RECOMMENDATION: Motion to approve the request.

Background: As their letter states, the Dodge County Humane Society’s mission is to provide a place of shelter to homeless, abandoned and surrendered animals. It is a non-profit organization that relies greatly on donations and fundraising. The DCHS is requesting use of the Johnson Lake trail and shelter on Sunday, August 18, 2019, from 8am – 2pm to host a 5k run fundraiser. They will be teaming up with RTG Medical to make this event a success.

This request was approved and forwarded to Council for final approval by the Parks and Recreation Board at the February 5, 2019 meeting.

Fiscal Impact: None
Dear Parks & Rec Director,

My name is Nancy Kruse, and I am currently a Board Member on the DCHS volunteer board. Our mission is to provide a place of shelter to the homeless, abandoned and surrendered animals. To adopt animals into responsible, caring homes. To reunite lost pets with their owners. And to work with law enforcement agencies to eliminate animal abuse.

As you may know the DCHS is a non-profit organization that relies greatly on donations and fundraising. The most current fundraiser our team is working on is a 5K Run/Walk event. We are working with RTG Medical to put on this event and would love to hold it at Johnson Lake, utilizing your walking trail. 

The date of our event is Sunday, August 11th, 2019. The time will be a mid-morning run/walk and then snacks and prizes to begin between Noon and 1.

Could you please let me know if the area will be available for our event? Thank you for your time and I look forward to hearing from you at your earliest convenience.

Thanks again,

Nancy Kruse
Dodge County Humane Society Board
402-719-5049
STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Kim Koski, Director of Parks & Recreation

DATE: February 12, 2019

SUBJECT: Request for use of City parks on Monday, April 22, 2019 from 8am – 10am by Keep Fremont Beautiful to host Keep America Beautiful Great American Cleanup Events.

RECOMMENDATION: Motion to approve the request.

Background: Keep America Beautiful’s Great American Cleanup is the nation’s largest community improvement program, which takes place annually in an estimated 20,000 communities nationwide. Keep America Beautiful strives to motivate more Americans to make informed decisions and take simple, everyday actions to reduce, reuse and recycle right through their participation in the Great American Cleanup. Leila Hybl, Keep Fremont Beautiful Executive Director, will be coordinating volunteers from area businesses to assist with cleaning up Fremont area parks. KFB will provide volunteers with gloves, “litter-gitters” and garbage bags.

This request was approved and forwarded to Council for final approval by the Parks and Recreation Board at the February 5, 2019 meeting.

Fiscal Impact: None
Dear City Council and Park Board,

Keep Fremont Beautiful is requesting permission to host a Great American Cleanup Event (GAC) at the following City Parks on Monday, April 22, 2019 from 8:00am-10:00am. The cleanup event will involve local volunteer groups and businesses picking up litter and yard debris throughout the parks.

Setup time for the event will vary depending on location, but will take place prior to the 8:00am start time and will include hanging GAC banners and setting up volunteer stations for check-in, first-aid kits and water.

- Barnard Park at Clarkson & Military
- Clemmons Park at 16th & Luther Road
- John C. Fremont Park at 9th & Broad Street
- Johnson Park at Military & Johnson Road
- Miller Park on South M Street
- Moller Field at 750 S Broad

*KFB will include additional parks as/if volunteer interest and business participation increases. These parks include Buch, Buckridge, Davenport, Fremont Rotary, Masonic, Monnich, Ronin, Ruwe and Van Anda.

Please let me know if you need any further information or explanation.

Sincerely,

Leila Hybl
STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Kim Koski, Director of Parks & Recreation

DATE: February 12, 2019

SUBJECT: Request for use of Hormel Park by Nebraska Traditional Archers on April 26-28, 2019 and August 23-25, 2019 for (2) archery tournaments.

RECOMMENDATION: Motion to approve the request.

Background: This is an annual request by the Nebraska Traditional Archers. They are requesting use of Hormel Park on April 26-28, 2019 and August 23-25, 2019 for (2) archery tournaments. The entire park will be closed and the NTA do a very good job of closing entrances to ensure nobody from the public gets access to the trails. The NTA do their own set-up and tear-down and only request the use of (10) picnic tables. The NTA and the Fremont Parks and Recreation Department have established a very good working relationship over the years. The NTA respect Hormel Park and do the department a great service of pre-shoot clean-up of Hormel Park as well as post-shoot clean-up.

This request was approved and forwarded to Council for final approval by the Parks and Recreation Board at the February 5, 2019 meeting.

Fiscal Impact: None
Dear Parks and Rec board,

My name is Vince Smith and I am the President of the Nebraska Traditional Archers. We would like to hold two archery tournaments at Hormel Park once again this year. We would like to hold our annual Rendezvous in the spring this year on April 26th thru April 28th 2018; this would be a weekend shoot needing use of the park from Friday morning through Sunday afternoon. The other shoot we would like to hold there would be a deer season warm-up shoot which would be August 23rd thru August 25th of 2019; this would also be a weekend shoot requiring the same day count. We would like to request the use of the garage that is on site and 10 picnic tables at both shoots please.

In the past for the safety of everyone attending the shoot and anyone using the park we have closed the gates so as to not allow traffic to drive through the park that weekend.

We have enjoyed the use of the park for many years now and hope to continue a great relationship with the Fremont Parks and Rec in the future.

If there are any questions I can be reached at 402 936 0046 or email stikshooter67@gmail.com.

Thank you,

Vince Smith
STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Laura England-Biggs, Library

DATE: February 12, 2019

SUBJECT: Renewal agreements for Mango Languages and Little Pim

Recommendation: Authorize the Mayor to sign the renewal agreements for Mango Languages and Little Pim databases

BACKGROUND: The Library offers Mango Languages and Little Pim to patrons wishing to learn another language. These renewal agreements authorize the library to continue offering the databases for another year. Invoices will be delivered through the Nebraska Library Commission and go through the regular purchase order process at a later date.

FISCAL IMPACT: $4,993.57 budgeted
Renewal Agreement for Mango Languages

Renewal Deadline: January 3, 2019

Make any corrections necessary to the information below and then send or fax the signed form to Jennifer Wrampe, Nebraska Library Commission, 1200 N Street, Suite 120, Lincoln, NE 68508-2023 | Fax: 402-471-2083 | Email: jennifer.wrampe@nebraska.gov

Institution: Keene Memorial Library

Contact Person: Tina Walker

Address: 1030 N Broad St

City: Fremont State: NE Zip: 68025-4199

Phone Number: 402-727-2694 Fax Number: 402-727-2693

E-Mail Address: tina.walker@fremontne.gov

☐ I agree to renew Little Pim (upgrade to Mango Languages for children 0-6 years old) for the 2019-2020 subscription year, beginning January 3, 2019 and ending January 2, 2020 at a cost of $1,669.30.

☐ I do not want to renew this database.

Authorized Signature: ________________________________

Date: ________________________________
Renewal Agreement for Mango Languages

Renewal Deadline: February 8, 2019

Make any corrections necessary to the information below and then send or fax the signed form to Jennifer Wrampe, Nebraska Library Commission, 1200 N Street, Suite 120, Lincoln, NE 68508-2023 | Fax: 402-471-2083 | Email: jennifer.wrampe@nebraska.gov

Institution: Keene Memorial Library

Contact Person: Tina Walker

Address: 1030 N Broad St

City: Fremont State: NE Zip: 68025-4199

Phone Number: 402-727-2694 Fax Number: 402-727-2693

E-Mail Address: tina.walker@fremontne.gov

☑️ I agree to renew Mango Languages for the 2019-2020 subscription year, beginning February 15, 2019 and ending February 14, 2020 at a cost of $3,324.27.

☐ I do not want to renew this database.

Authorized Signature: ____________________________________________

Date: ___________________________
Background: On November 29, 2018, an incident occurred at Fremont High School when a 14-year-old boy brought a gun into the facility and threatened students. Police were contacted and law enforcement responded to the high school. The suspect was later arrested after having fled the scene. Since the incident, City Police and Fremont Public Schools have had an opportunity to evaluate their response. One notable item in the after action review was to have a plan in place to quickly transport students to an offsite location to be reunited with family members.

Fremont Public Schools requested the use of a City owned building which will be determined at the time of the critical event. An interlocal agreement has been written to allow Fremont Public Schools to use a City owned building during emergencies, such as but not limited to disasters (both manmade and or natural), school shootings, or any unforeseen circumstance in which the children and school staff are forced to evacuate a school building and need to relocate to a different building.

Staff believes that it is in the best interest of the City that City Personnel assist Fremont Public School in an emergency in which a City owned building would be utilized for limited use in housing and reunification of students with their parents.

The terms of this agreement is no cost to Fremont Public Schools for up to five years and the agreement automatically renews unless one of the Parties gives the other Party advance written notice of the termination at least ninety days before the end of the term.

Fiscal Impact: Cost of City Personnel per hour will range from $20-$35 per hour. The number of City Personnel and the number of incidences will vary the cost. A limited conservative estimate would be less than $1,000.00 per incident.
INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (Agreement) dated this _____ day of February 2019, by and among the CITY OF FREMONT, NEBRASKA and FREMONT PUBLIC SCHOOLS, (individually as Party or collectively as Parties) both being political subdivisions of the State of Nebraska and public agencies as defined in the Nebraska Cooperation Act.

WHEREAS, it is in the best interest of Fremont Public Schools, and the City of Fremont to participate in an agreement in which the City of Fremont allows Fremont Public Schools to use a City owned building located in Fremont, Nebraska during emergencies such as but not limited to disasters (both manmade and or natural), school shootings, or any unforeseen circumstance in which the children and the staff are forced to evacuate a school building and need to relocate to a large enclosed building; and

WHEREAS, it is in the best interest of the City of Fremont that city personnel assist the Fremont Public School in an emergency in which a City owned building located in Fremont, Nebraska would be utilized for limited housing and reunification of students with their parents; and

WHEREAS, the Fremont City Council has reviewed this Agreement and authorizes the Mayor to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and each of the parties intending to be bound hereby, it is agreed as follows:

A. General Terms

1. Immediately upon the execution of this Agreement the City of Fremont will allow the Fremont Public Schools to use a City owned building located in Fremont, Nebraska in times of emergencies.

2. The cost of use shall be borne by the City of Fremont and the length of this Agreement is five years from the date of approval by the City Council.

3. This agreement automatically renews for consecutive five-year terms unless one of the Parties to this Agreement gives the other Party advanced written notice of termination at least ninety days before the end of the term.

B. Miscellaneous

1. Fremont Public Schools agrees to indemnify and hold harmless, protect and defend the City and its elected and appointed officials, employees, agents, and representatives from any and all claims, losses, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from the City or its insurers because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected
with, or results from any and all work or activity arising out of the responsibilities of Fremont Public Schools associated with this Agreement unless said claims, losses, damages and liabilities arise out of the sole negligence of the City.

2. The City agrees to indemnify and hold harmless, protect and defend Fremont Public Schools and its elected and appointed officials, employees, agents, and representatives from any and all claims, losses, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from Fremont Public Schools or its insurers because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from any and all work or activity arising out of the responsibilities of the City associated with this Agreement unless said claims, losses, damages and liabilities arise out of the sole negligence of Fremont Public Schools.

3. This Agreement is entered into between the Parties pursuant to the Inter-local Cooperation Act of the State of Nebraska; and to the extent this Agreement shall be governed by the provisions of said Act, it shall be construed consistent with the objects to be accomplished pursuant to said Act. In this respect:

   a) The duration of the Agreement shall be set forth in Section A.3 above.

   b) There is no separate legal or administrative entity created hereby.

   c) The purpose hereof is as stated in the preamble.

   d) This Agreement may be terminated at any time by the City of Fremont for any reason.

Dated this __________ day of February, 2019

CITY OF FREMONT, NEBRASKA
A Municipal Corporation

By: ________________________________
Scott Getzschman, Mayor

By: ________________________________
Mark Shepard, School Superintendent
Fremont Public School
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Shane Wimer, Assistant City Administrator
DATE: February 12, 2019
SUBJECT: Amendment to Interlocal Agreement of the School Resource Officer Project

Recommendation: Accept the Amendment to the SRO Interlocal

Background: Fremont Public School has requested a flat rate for the use of Fremont Police Officers to provide security at special events. It has been negotiated by City Staff that Fremont Police Officers would be paid by the City at a flat overtime rate. Fremont Public Schools agrees to payment of $50.00 per hour per Officer to help defer the cost to the City.

In April, 2014 the Fremont Public School agreed to enter into an Interlocal Agreement concerning the payment to the City for the use of Fremont Police Officers for the School Resource Project. The agreement stated that the School Resource Officer would be funded twenty-five percent (25%) by the City of Fremont and seventy-five percent (75%) by the Fremont Public Schools. An Amendment to this Agreement has been written with the language needed for the City to collect payment for Officers who perform security services for Fremont Public Schools. City Staff recommends City Council approve the Amendment to the School Resource Officer Project Interlocal Agreement.

Fiscal Impact: The average cost of a City Police Officer on overtime is $50.00.
INTERLOCAL AGREEMENT
CITY OF FREMONT AND FREMONT PUBLIC SCHOOLS
FOR A SCHOOL RESOURCE OFFICER PROJECT

WHEREAS, the City of Fremont, Nebraska ("City") and Dodge County School District No. 1 ("Schools") desire to enter into a School Resource Officer ("SRO") project; and

WHEREAS, the SRO project has been in operation for several years; and

WHEREAS, a Fremont Police Department SRO has been retained from the City of Fremont by Fremont Public Schools; and

WHEREAS, the City has authorized the Mayor of City to enter into this Interlocal Agreement; and

WHEREAS, the Board of Education of Schools has authorized the President of the Board of Education to enter into this Interlocal Agreement; and

WHEREAS, City and Schools through their respective City Council and Board of Education have determined that it is in the best interest of the City and Schools to enter into this Interlocal Agreement.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Services of a qualified SRO at a rate of 75% of compensation and benefits which are paid by City to the SRO shall be paid by the Schools.

2. The City will provide a police officer qualified and trained as a School Resource Officer (SRO) to work in the schools following the regular school-year calendar, working the hours from 8:00 A.M. to 4:00 P.M.

3. Term: The initial term of this Agreement shall be from the Effective Date which shall be January 1, 2014 through June 30, 2014. After the expiration of the initial term, this Agreement shall automatically renew and continue in full force and effect annually on a year-to-year, twelve (12) month basis until terminated. Provided, however, this Interlocal Agreement may be cancelled by either party upon 30 days written notice to the other.

4. No separate legal or administrative entity is created by this Agreement, nor is a separate taxing entity (Joint-Public Agency) with taxing authority established by this Agreement.

5. City and Schools shall provide the information required by Neb. Rev. Stat. § 13-513 to the Auditor of Public Accounts.
6. This Agreement is entered into between the parties pursuant to the Interlocal Cooperation Act of the State of Nebraska, and to the extent this Agreement shall be governed by the provisions of said Act. It shall be construed consistent with the objects to be accomplished pursuant to said Act. In that respect,

a. The duration of the Agreement shall be set forth in Paragraph 3. Hereof.

b. The purpose hereof is as stated in the preamble.

c. The financing of this cooperative undertaking shall be funded twenty-five percent (25%) by the City of Fremont and seventy-five percent (75%) by the Fremont Public Schools.

d. Each of the cooperating agencies shall perform its respective powers and responsibilities herein provided for through their respective employees and governing bodies and customary procedures hereby.

e. Personnel and Property: No transfer of personal property between the parties or to any third party is provided for by this Agreement.

f. Indemnity and Hold Harmless: Each party, its agents and employees, shall not be liable for any injury or damage to person or property relating to or arising out of any act or omission committed by the other party, its agents or employees. Further, each party shall defend, indemnify, and hold the other party, its agents or employees, harmless from and against any claim, loss, expense (including reasonable attorney’s fees), or damage to any person or property relating to or arising out of any act or omission of the other party, its agents or employees.

g. Notice: Any notice hereunder shall be in writing to the following addresses:
   City of Fremont, 400 East Military Avenue, Fremont, Nebraska 68025,
   Fremont Public Schools, 130 East 9th Street, Fremont, Nebraska 68025, via
   U.S. Postal Service certified mail, return receipt requested.

h. Force Majeure: No default in performance of any obligation shall constitute a breach of this Agreement to the extent that such failure to perform, delay, or default arises out of a cause that is beyond the reasonable control and without negligence of the party otherwise responsible for such breach including, but not limited to: acts of God; interruption of power, utilities, transportation, or communications services; action of civil or military authority; sabotage; fires; explosions; earthquakes; nuclear accidents; floods; usually severe weather conditions; work stoppages; national emergencies; or, catastrophes.

i. Binding upon Successors and Assigns: This Agreement shall be binding upon the parties and their respective successors and assigns. No third person shall acquire any rights or claims by reason of or under this Agreement.
j. Entire Agreement: This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, and agreements between the parties and/or their representatives. This Agreement may not be modified by any oral representation.

k. Savings Clause: The Parties agree that should any paragraph, clause, phrase, or sentence within this Agreement be declared to be null, void, illegal, invalid, or otherwise unenforceable, the remainder of this Agreement shall remain binding upon the parties, and the remaining portions of the Agreement shall remain and continue in full force and effect.

l. Counterparts: This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts, shall, together, constitute and be one and the same instrument.

IN WITNESS WHEREOF, The City of Fremont and Fremont Public Schools have caused this Agreement to be executed by the duly authorized officers as of the dates below indicated.

CITY OF FREMONT, NEBRASKA, a Municipal Corporation

ATTEST:

[Signature]
Kimberly Volk, MMC (City Clerk)

By: [Signature] Scott Getzschman, Mayor

Dated: 4-29-2014

ATTEST:

[Signature]
Authorized Representative

By: [Signature] Sandy Rinken

Dated: 1-23-2014

Interlocal Agreement between City of Fremont and FPS
For a School Resource Officer
AMENDMENT NO. 1 TO SCHOOL RESOURCE OFFICER PROJECT

This AMENDMENT NO. 1 to the School Resource Officer Project is made as of February 12, 2019 ("Effective Date") between the City of Fremont, Nebraska and the Dodge County School District No. 1. Both are municipal political subdivision of the State of Nebraska. The City of Fremont, Nebraska shall be referred to as ("City") in this document. The Dodge County School District No. 1 shall be referred to as ("Fremont Public School") in this document. The City's address for the purposes of this Agreement is 400 East Military Avenue, Fremont NE 68025. Fremont Public School address for the purposes of this Agreement is 1750 North Lincoln Ave. Fremont, NE 68025. The City and Fremont Public School are sometimes referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

A. WHEREAS, the City and Fremont Public School are Parties who agree to add an amendment to the Interlocal Agreement to the School Resource Officer Project, dated April 29, 2014, under which Fremont Public School and the City agrees to a payment clause for the use of Uniformed Fremont Police Officers to provide security at school special events.

B. WHEREAS, Fremont Public School agrees to pay the City an hourly rate of $50.00 per hour per Police Officer during the time spent at each school special event.

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

1. Amendment.

   (a) Amending Section 2. Term of the School Resource Officer Project (originally dated April 29, 2014) by replacing the paragraph with the following language:

   The City will provide a uniformed Fremont Police Officer qualified and trained as a School Resource Officer (SRO) to work in the schools following the regular school-year calendar, working the hours from 8:00 A.M. to 4:00 P.M. Also, the City will provide uniformed Fremont Police Officers as security for school events upon request.

   (b) Amending Section 3. Term of the School Resource Officer Project (originally dated April 29, 2014) by replacing the paragraph with the following language:

   Term: The initial term of this Agreement shall be from the Effective Date which shall be February 12, 2019 through February 12, 2022. After the expiration of the initial term, this Agreement shall automatically renew and continue in full force and effective annually on a year-to-year (12) month basis until terminated. Provided however, this Interlocal Agreement may be cancel by either party upon 30 days written notice to the other.

   (c) Amending Section 6, Subparagraph (c). Term of the School Resource Officer Project (originally dated April 29, 2014) by replacing the paragraph with the following language:
The financing of this cooperative undertaking for the School Resource Officer shall be funded twenty-five percent (25%) by the City of Fremont and seventy-five percent (75%) by the Fremont Public School. The cost for Police Officers for security at special events shall be fully funded by Fremont Public School at a rate of $50.00 per hour per Police Officer.

2. **General Terms.**

   (a) Except to the extent expressly modified by this Amendment No.1 to School Resource Officer Project (originally dated April 29, 2014), all other terms and conditions of said Agreement will remain unmodified and continue in full force and effect. Any reference to the School Resource Officer Project (originally dated April 29, 2014) will be deemed to refer to the Agreement as amended hereby, unless otherwise expressly stated.

   (b) **Governing Law.** This Amendment No. 1 to the School Resource Officer Project (originally dated April 29, 2014) will be governed by the laws of the State of Nebraska.

   (c) **Counterparts.** This Amendment No. 1 to the School Resource Officer Project (originally dated April 29, 2014) may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

**IN WITNESS WHEREOF,** City and Fremont Public School have duly executed this Amendment as of the date first written above.

DODGE COUNTY SCHOOL DISTRICT NO. 1  
CITY OF FREMONT, NEBRASKA,

a municipal political subdivision of the State of Nebraska  
a municipal political subdivision of the State of Nebraska

By: _____________________________  By: _____________________________
Mark Shepard, School Superintendent  Scott Getzschman, Mayor

ATTEST

______________________________  ________________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Keith Kontor Water/Wastewater Superintendent
       Department of Utilities

DATE: February 12, 2019

SUBJECT: Sanitary Sewer Lining project

Recommendation: Award Bid for Sanitary sewer lining project

BACKGROUND: The City of Fremont/Dept. of Utilities solicited bids for a sanitary sewer lining project. This project is to reline the 21” Sanitary Sewer on Military street from Pebble to Lincoln Street. Five bids were received for the project. After review of the bids, Staff recommends awarding the project to lowest responsible bidder, which is Midlands Contracting in the amount $144,526.50. Below is the bid tab for the project.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Midlands Contracting</td>
<td>$144,526.50</td>
</tr>
<tr>
<td>Insituform</td>
<td>$164,441.00</td>
</tr>
<tr>
<td>Municipal Tool and Pipe Co.</td>
<td>$176,322.50</td>
</tr>
<tr>
<td>Hydro Clean</td>
<td>$220,876.92</td>
</tr>
<tr>
<td>SAK</td>
<td>$299,126.00</td>
</tr>
</tbody>
</table>

FISCAL IMPACT: $144,526.50 Budgeted
RESOLUTION NO. 2019-028

A Resolution of the City Council of the City of Fremont, Nebraska authorizing City Staff to execute a contract with Midlands Contracting for the lining of Sanitary Sewer on Military Street in the amount of $144,526.50.

WHEREAS, the City of Fremont sought bids for a Sanitary Sewer Lining project; and

WHEREAS, the Utility and Infrastructure Board reviewed the bid tabulation and recommends approval of the lowest responsible bid for a Sanitary Sewer Lining project to Midlands Contracting for $144,526.50

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utility and Infrastructure Board and authorize City Staff to execute a contract with Midlands Contracting for $144,526.50.

PASSED AND APPROVED THIS _________ DAY OF _____________________, 2019

____________________________________
Scott Getzschman, Mayor

ATTEST:

____________________________________
Tyler Ficken, City Clerk
Recommendation: Approve the change order and authorize City Staff to sign.

Background: Council approved contract with DataBank on December 20, 2018 to migrate the OnBase database to new server infrastructure and to upgrade this proprietary software. Change order reflects the need to migrate web server software to new server infrastructure as well.

Fiscal Impact:
$ 11,840.00 Approved Budgeted Amount
$ 1,480.00 Change Order Amount

$ 13,320.00 Total Expenditure
## Project Change Request

**Request Date:** 2/4/2019

### Project Information

<table>
<thead>
<tr>
<th><strong>Company Name:</strong></th>
<th>City of Fremont</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Name:</strong></td>
<td>OnBase v18 Upgrade</td>
</tr>
<tr>
<td><strong>Requestor Name:</strong></td>
<td>Tyler Ficken</td>
</tr>
<tr>
<td><strong>Requestor Phone:</strong></td>
<td>402-727-2630</td>
</tr>
<tr>
<td><strong>Requestor Email:</strong></td>
<td><a href="mailto:tyler.ficken@fremontne.gov">tyler.ficken@fremontne.gov</a></td>
</tr>
</tbody>
</table>

### Type Of Change Requested

- [x] Scope Change
- [ ] Schedule Change
- [x] Budget Change
- [ ] PO Adjustment Needed
- [ ] New PO Required
- [ ] Requirement / Design Change

**Select the appropriate boxes**

### Priority:

- [ ] Critical
- [x] High
- [ ] Medium
- [ ] Low

**Select the appropriate box**

### Details Of Requested Change

**Reason For Change:**
City of Fremont has requested new servers for OnBase components referred to as the “Image server”.

**Proposed Solution:**
This effort will be budgeted an estimated 8 hours based on 2 environments and 2 servers for Test and Prod.

**Resource / Schedule / Financial Impact of Change:**
Resourcing for this project will not change. The schedule for this project will not change. The financial impact is 8 added budgeted hours at a rate of $185.00 will total $1,480.00 for this change order.

### Other Comments:

### Change Request Approval

<table>
<thead>
<tr>
<th>Tyler Ficken, City of Fremont</th>
<th>Approval Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Williams, DataBank Project Manager</td>
<td>Approval Date</td>
</tr>
</tbody>
</table>
Staff Report

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: February 8, 2019

SUBJECT: Amend UDC to add definition of “Non-Standard” in section 11-920 and amend section 11-324.04 to all the expansion of Non-Standard uses by Conditional Use Permit

Recommendation: Hold second reading

Background:

The Section 920 of UDC defines Nonconforming as “A lot, tract, use, building, structure, or otherwise, which was lawful prior to the adoption, revision, or amendment of these regulations but that fails by reason of such adoption, revision or amendment to conform to the present requirements of these regulations.”

Section 11-324 focuses on the discontinuance of a major nonconforming use, or requirements to bring uses into conformance with the UDC regulations. However, there are instances in which a use cannot easily conform to the UDC yard requirements, area requirements, open space requirements or parking requirements, particularly in older portions of town. For example, there are businesses that do not currently meet the setback requirements of an industrial or commercial district which desire to expand but are unable to given a small lot or inadequate setbacks. It is not always feasible for a business to rebuild and expand on a new lot that would be conforming.

Similarly, many residences or detached garages in the older parts of town are constructed in a manner that does not meet the existing setback requirements.

The City encourages economic growth and reinvestment that enhances the viability of existing businesses. Likewise, it benefits the city to encourage reinvestment to continue to have healthy, viable residential neighborhoods.

There are unique circumstances in such older areas in which it is beneficial to the City as a whole, and the business or homeowner in particular, to allow a nonstandard use to expand. Providing an option by Conditional Use allows the review and recommendation of the Planning Commission and review and approval/disapproval by the City Council.

The attached presentation (which I will expand upon at the Council meeting) shows examples of residential and industrial uses that do not meet current zoning requirements. These examples show conditions that the Council may, or may not find appropriate for the issuance of the proposed conditional use permit.
The Planning Commission held a public hearing on this item on November 19, 2018. At that time they requested that the City Attorney review the proposed language, particularly the language regarding “the degree of hardship”. The City Attorney responded with the attached text.

The Planning Commission held a second public hearing on this item on December 17, 2018 to review the revised text. They unanimously recommended approval 8-0.

The proposed language is as follows:

11-920 Definitions

Nonstandard Use. Nonstandard Use shall mean the category of nonconformance consisting of Premises occupied by buildings, structures or uses which existed immediately prior to the effective date of this UDC or becomes nonconforming through a change in this UDC or district boundaries, which fails to comply with the minimum requirements for the area, density, width, front yard, side yard, rear yard, height, unobstructed open space, or parking for the district in which it is located, even though the use of the Premises conforms to the Permitted Uses within the district as set out in this UDC.

11-324-04.

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

The Conditional Use Permit shall be granted pursuant to the procedures set forth in Section 11-316.05(c) for Conditional Use Permits and shall comply with the standards for Conditional Use Permits set forth in Section 11-316.05(8)(1-6). In consideration of applications for the Conditional Use Permits under this Section 11-324.04(D), the following criteria shall be given specific consideration:

1. Effects on adjacent property, safety, traffic, city utility service needs;
2. Density of land use zoning for the subject property and adjacent property; and
3. Economic impact for the City.
Non-standard use examples

• Please note: the following are examples only. There is no action proposed on any of the following properties.

• The examples were selected by looking at lot layouts on the county GIS. They are intended to be representative but not all inclusive.
Example: Stable, older neighborhood
Two Bungalows on small lots, share a garage that is build over the property line.
• Garage built over lot line, each lot owns ½

• Garage doesn’t conform to side or rear setbacks

• Southern lot has over 40% impervious coverage

• AR zoning, lots are non-conforming as to minimum size

• Houses do not appear to meet minimum front yard setback
Example: Light Industrial/Residential transition area

Zoning line- AR to north, LI to south
LI, Light Industrial Zoning

- Doesn’t meet 15% landscape area
- Exceeds 0.42 FAR
- Doesn’t meet 25’ front yard
- Doesn’t meet 20’ side yard
- Doesn’t meet 20’ Rear yard
- Doesn’t meet Rear setback
- Doesn’t meet Front setback
- Doesn’t meet Landscape Area requirement
• Doesn’t meet Rear setback
• Doesn’t meet Front setback
• Doesn’t meet Side setback
• Doesn’t meet Landscape Area requirement
Residential uses in Light Industrial zone, adjacent to other residential uses in residential zone
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 November 19, 2018 and December 17, 2018, and subsequently by the City Council on January 29, 2019; 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 11-324.04(d) and 11-920 Definitions is hereby amended and replaced as shown on the attached Exhibit A, incorporated by reference herein.

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 _____ DAY OF ________________, 2019
Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk
d. Expansion of Nonstandard Uses. Notwithstanding any provision contained in this UDC to the contrary, in all zoning districts, a Conditional Use Permit may be granted to authorize (1) the enlargement, extension, structural alteration, conversion, or reconstruction of a building or structure located upon a Premises with a Nonstandard Use; and/or (2) decreased minimum requirements upon a Premises with a Nonstandard Use provided that the City Council finds that such decrease in minimum requirements (i) would not adversely affect the surrounding area; and (ii) the decrease is necessary in order for a building or structure located upon a Premises to practicably be enlarged, extended, structurally altered, converted, or reconstructed, or such decrease is otherwise necessary to allow an existing Premises to be subdivided.

The Conditional Use Permit shall be granted pursuant to the procedures set forth in Section 11-316.05(c) for Conditional Use Permits and shall comply with the standards for Conditional Use Permits set forth in Section 11-316.05(B)(1-6). In consideration of applications for the Conditional Use Permits under this Section 11-324.04(D), the following criteria shall be given specific consideration:

1. Effects on adjacent property, safety, traffic, city utility service needs;
2. Density of land use zoning for the subject property and adjacent property; and
3. Economic impact for the City.

11-920 Definitions

Nonstandard Use. Nonstandard Use shall mean the category of nonconformance consisting of Premises occupied by buildings, structures or uses which existed immediately prior to the effective date of this UDC or becomes nonconforming through a change in this UDC or district boundaries, which fails to comply with the minimum requirements for the area, density, width, front yard, side yard, rear yard, height, unobstructed open space, or parking for the district in which it is located, even though the use of the Premises conforms to the Permitted Uses within the district as set out in this UDC.
Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, Planning Director
DATE: February 8, 2019
SUBJECT: Voluntary Annexation Petition – Part of Lot 1 Inglewood and a piece of land in the NE Quarter of the SW Quarter of S25-T17N-R8E

Recommendation: Hold Second Reading

Background:

A Voluntary Annexation Petition has been received for two parcels within the Poultry Complex preliminary and final plats. The City Council approved Ordinance number 5370 to annex the bulk of the property, which took affect February 28, 2017.

The applicant since purchased one parcel from Hormel. The second parcel (Lot 1 Inglewood) was inadvertently excluded from the initial annexation.

This request is associated with the Poultry Complex Preliminary Plat and the Poultry Complex Final Plat.

The parcels are not included in the redevelopment plan, therefore TIF funding is not available for improvements directly serving either parcel.

Once annexed, the City will receive property tax as they are not included in area set aside for the TIF.

Additions laid out contiguous or adjacent to the corporate limits may be included within the corporate limits and become a part of such municipality for all purposes whatsoever if approved by the legislative body of the city or village under Nebraska Revised Statutes § 19-916(3) following notice of the time and place of the hearing on the inclusion of the addition within the corporate limits and a vote of the legislative body to approve the inclusion of the addition within the corporate boundaries of the municipality in a separate vote from the vote approving the addition.

According to Nebraska Revised Statutes § 19-929, “The municipal governing body shall not take final action on matters relating to the comprehensive development plan, capital improvements, building codes, subdivision development, the annexation of territory, or zoning until it has received the recommendation of the planning commission if such commission in fact has been

Annexation of the subject property is consistent with the policies of the Comprehensive Plan ("Plan") and the priorities for accommodating new development – specifically, annexing land
that is immediately abutting the corporate limits and contiguous to existing infrastructure thereby allowing efficient and ready extension of streets, utilities, and police and fire protection services, and annexing land that is presently removed from the corporate limits but for which there are strategic benefits for economic development purposes.
LEGAL DESCRIPTION

A TRACT OF LAND BEING A PART OF LOT 1, EAST INGLEWOOD SUBDIVISION, A PLATTED AND RECORDED SUBDIVISION IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON THE WEST LINE OF SAID LOT 1, ON AN ASSUMED BEARING OF N02°07'03"W, 437.25 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD, N88°10'00"E, 251.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ON THE EAST LINE OF SAID LOT 1, S02°07'03"E, 437.25 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ON THE SOUTH LINE OF SAID LOT 1, S88°10'00"W, 251.76 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 110,082.06 SQUARE FEET OR 2.527 ACRES MORE OR LESS.
ORDINANCE NO. 5488

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ANNEXING BY VOLUNTARY PETITION
2.527 ACRES OF PROPERTY DESCRIBED AS A PART OF LOT 1, EAST INGLEWOOD SUBDIVISION
LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST
DODGE COUNTY, NEBRASKA, AND EXTENDING THE CORPORATE LIMITS TO INCLUDE SAID REAL
ESTATE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a voluntary petition for annexation was filed with the offices of the Department of
Planning, City of Fremont (City), by Bruce Coffey; and

WHEREAS, the City has determined that the subject property is contiguous with the corporate
limits, and is urban or suburban in character and not rural in character; and

WHEREAS, the City has determined that it is able to provide certain essential services, such as
utilities, police and fire protection, for the subject property so that the inhabitants of said
territory shall receive substantially the same services as other inhabitants of the City; and

WHEREAS, a public hearing on the proposed annexation was held by the Planning Commission
on December 17, 2018, at which time the Commission unanimously recommended in favor of
the proposed annexation; and

WHEREAS, the City has determined that it is in compliance with pertinent annexation
requirements of Neb. Rev. Stat. § 16-117;

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

SECTION I: ANNEXATION. That the following described real estate, contiguous and adjacent to
the City of Fremont, Nebraska, urban or suburban in character and not rural in character,
receiving material benefits and advantages from annexation to said City, to-wit

A TRACT OF LAND BEING A PART OF LOT 1, EAST INGLEWOOD SUBDIVISION, A
PLATTED AND RECORDED SUBDIVISION IN THE SOUTHEAST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE
6TH P.M., DODGE COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON THE
WEST LINE OF SAID LOT 1, ON AN ASSUMED BEARING OF N02°07'03"W, 437.25 FEET TO
THE NORTHEAST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING ON THE SOUTH
RIGHT-OF-WAY LINE OF EAST CLOVERLY ROAD; THENCE ON SAID SOUTH RIGHT-OF-
WAY LINE OF EAST CLOVERLY ROAD, N88°10'00"E, 251.76 FEET TO THE NORTHEAST
CORNER OF SAID LOT 1; THENCE ON THE EAST LINE OF SAID LOT 1, S02°07'03"E, 437.25
FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ON THE SOUTH LINE OF
SAID LOT 1, S88°10'00"W, 251.76 FEET TO THE POINT OF BEGINNING. SAID TRACT OF
LAND CONTAINS A CALCULATED AREA OF 110,082.06 SQUARE FEET OR 2.527 ACRES
MORE OR LESS., for annexation into the City of Fremont’s corporate limits

be and the same is hereby included within the boundaries and territory of the City of
Fremont, Nebraska and shall be included within the corporate limits of said City and
become a part of said City for all purposes whatsoever, and the inhabitants of such
addition shall be entitled to all the rights and privileges and be subject to all the laws,
ordinances, rules and regulations of said City, conditioned on the approval of the proposed final plat of Poultry Complex.

SECTION 2. REPEALER. All ordinances made in conflict with this Ordinance are hereby repealed.

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

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

PASSED AND APPROVED THIS THE _____ DAY OF _____________________, 2019.

_____________________________________
Scott Getzschman, Mayor

ATTEST:

_____________________________________
Tyler Ficken, City Clerk
Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, Planning Director
DATE: February 8, 2019
SUBJECT: Voluntary Annexation Petition – Part of Lot 1 Inglewood and a piece of land in the NE Quarter of the SW Quarter of S25-T17N-R8E

Recommendation: Hold Second Reading

Background:

A Voluntary Annexation Petition has been received for two parcels within the Poultry Complex preliminary and final plats. The City Council approved Ordinance number 5370 to annex the bulk of the property, which took affect February 28, 2017.

The applicant since purchased one parcel from Hormel. The second parcel (Lot 1 Inglewood) was inadvertently excluded from the initial annexation.

This request is associated with the Poultry Complex Preliminary Plat and the Poultry Complex Final Plat.

The parcels are not included in the redevelopment plan, therefore TIF funding is not available for improvements directly serving either parcel.

Once annexed, the City will receive property tax as they are not included in area set aside for the TIF.

Additions laid out contiguous or adjacent to the corporate limits may be included within the corporate limits and become a part of such municipality for all purposes whatsoever if approved by the legislative body of the city or village under Nebraska Revised Statutes § 19-916(3) following notice of the time and place of the hearing on the inclusion of the addition within the corporate limits and a vote of the legislative body to approve the inclusion of the addition within the corporate boundaries of the municipality in a separate vote from the vote approving the addition.

According to Nebraska Revised Statutes § 19-929, “The municipal governing body shall not take final action on matters relating to the comprehensive development plan, capital improvements, building codes, subdivision development, the annexation of territory, or zoning until it has received the recommendation of the planning commission if such commission in fact has been

Annexation of the subject property is consistent with the policies of the Comprehensive Plan (“Plan”) and the priorities for accommodating new development – specifically, annexing land
that is immediately abutting the corporate limits and contiguous to existing infrastructure thereby allowing efficient and ready extension of streets, utilities, and police and fire protection services, and annexing land that is presently removed from the corporate limits but for which there are strategic benefits for economic development purposes.
LEGAL DESCRIPTION

A TRACT OF LAND TO BE ANNEXED INTO THE CITY OF FREMONT, LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 25; THENCE ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER ON AN ASSUMED BEARING OF S02°10'04"E, 436.72 FEET; THENCE S87°49'56"W, 32.96 FEET TO NORTHEAST CORNER OF A PART OF TAX LOT 47, A TAX LOT LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON THE EAST LINE OF SAID PART OF TAX LOT 47, S02°07'45"E, 189.94 FEET TO THE SOUTHEAST CORNER OF SAID PART OF TAX LOT 47; THENCE ON THE SOUTH LINE OF SAID PART OF TAX LOT 47, S87°49'55"W, 729.97 FEET TO THE SOUTHWEST CORNER OF SAID PART OF TAX LOT 47; THENCE ON THE WEST LINE OF SAID PART OF TAX LOT 47, N02°10'14"W, 149.93 FEET TO THE NORTHWEST CORNER OF SAID PART OF TAX LOT 47; THENCE ON THE NORTHWESTERLY LINE OF SAID PART OF TAX LOT 47, N43°15'11"E, 507.62 FEET TO A POINT OF CURVATURE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CLOVERLY ROAD; THENCE ON SAID SOUTHERLY LINE OF CLOVERLY ROAD ON A 260.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 63.58 FEET (LONG CHORD BEARS S86°05'36"E, 63.42 FEET); THENCE ON THE NORTHEASTERLY LINE OF SAID PART OF TAX LOT 47, S46°47'09"E, 434.92 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 255,547.40 SQ. FT. OR 5.867 ACRES MORE OR LESS.
ORDINANCE NO. 5489

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ANNEXING BY VOLUNTARY PETITION 5.867 ACRES OF PROPERTY DESCRIBED AS A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 17 NORTH RANGE 8 EAST, DODGE COUNTY, NEBRASKA, AND EXTENDING THE CORPORATE LIMITS TO INCLUDE SAID REAL ESTATE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a voluntary petition for annexation was filed with the offices of the Department of Planning, City of Fremont (City), by Bruce Coffey; and

WHEREAS, the City has determined that the subject property is contiguous with the corporate limits, and is urban or suburban in character and not rural in character; and

WHEREAS, the City has determined that it is able to provide certain essential services, such as utilities, police and fire protection, for the subject property so that the inhabitants of said territory shall receive substantially the same services as other inhabitants of the City; and

WHEREAS, a public hearing on the proposed annexation was held by the Planning Commission on December 17, 2018, at which time the Commission unanimously recommended in favor of the proposed annexation; and

WHEREAS, the City has determined that it is in compliance with pertinent annexation requirements of Neb. Rev. Stat. § 16-117;

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

SECTION I: ANNEXATION. That the following described real estate, contiguous and adjacent to the City of Fremont, Nebraska, urban or suburban in character and not rural in character, receiving material benefits and advantages from annexation to said City, to-wit

A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 25; THENCE ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER ON AN ASSUMED BEARING OF S02°10'04"E, 436.72 FEET; THENCE S87°49'56"W, 32.96 FEET TO NORTHEAST CORNER OF A PART OF TAX LOT 47, A TAX LOT LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON THE EAST LINE OF SAID PART OF TAX LOT 47, S02°07'45"E, 189.94 FEET TO THE SOUTHEAST CORNER OF SAID PART OF TAX LOT 47; THENCE ON THE SOUTH LINE OF SAID PART OF TAX LOT 47, S87°49'55"W, 729.97 FEET TO THE SOUTHWEST CORNER OF SAID PART OF TAX LOT 47; THENCE ON THE WEST LINE OF SAID PART OF TAX LOT 47, N02°10'14"W, 149.93 FEET TO THE NORTHWEST CORNER OF SAID PART OF TAX LOT 47; THENCE ON THE NORTHEASTERLY LINE OF SAID PART OF TAX LOT 47, N43°15'11"E, 507.62 FEET TO A POINT OF CURVATURE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CLOVERLY ROAD; THENCE ON SAID SOUTHERLY LINE OF CLOVERLY ROAD ON A 260.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC CURVATURE OF 63.58 FEET (LONG CHORD BEARS S86°05'36"E, 63.42 FEET); THENCE ON THE NORTHEASTERLY LINE OF SAID PART OF TAX LOT 47, S46°47'09"E, 434.92 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 255,547.40 SQ. FT. OR 5.867 ACRES MORE OR LESS,

for annexation into the City of Fremont’s corporate limits be and the same is hereby included within the boundaries and territory of the City of Fremont, Nebraska and shall be included within the corporate limits of said City and become a part of said City for all purposes.
whatsoever, and the inhabitants of such addition shall be entitled to all the rights and privileges and be subject to all the laws, ordinances, rules and regulations of said City.

SECTION 2. REPEALER. All ordinances made in conflict with this Ordinance are hereby repealed.

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

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

PASSED AND APPROVED THIS THE _____ DAY OF _____________________, 2019.

________________________________________
Scott Getzschman, Mayor

ATTEST:

________________________________________
Tyler Ficken, City Clerk
Staff Report

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: February 12, 2019

SUBJECT: Amend definitions Section 11-920 related to required yards

Recommendation: Hold third and final reading

Background: This proposal clarifies that the required yard areas are to be reserved as a landscaped area. A landscaped area is defined as an area that is permanently devoted and maintained to the growing of shrubbery, grass and other plant material.

The side yard definition has been revised to clarify that a driveway serving an accessory structure is permissible.

The word “space” has been replaced with the word “area”.

The recommended changes to the definitions in section 11-920 are as follows:

Front Yard. Open landscaped area space 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 space 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 that serves an accessory structure.

Street Side Yard. Open landscaped area space 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, however it may be crossed by a sidewalk or driveway serving the property.

Rear Yard. Open space, landscaped area space 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.

The Planning Commission held a public hearing on this request on November 19, 2018 and unanimously (5-0) recommended approval.
ORDINANCE NO. 5484

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 November 19, 2018, and subsequently by the City Council on December 11, 2018; 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 Section 11-920 Definitions is hereby amended and replaced as shown on the attached Exhibit A, incorporated by reference herein

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 _____ DAY OF ________________, 2019
EXHIBIT A

11-920 Definitions:
Front Yard. Open, landscaped area space 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 space 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, including a driveway along the length of the side yard that serves an accessory structure.

Rear Yard. Open, landscaped area space 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.

Street Side Yard. Open, landscaped area space 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.
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: David Goedeken, P.E., Director of Public Works/City Engineer
DATE: January 4, 2019
SUBJECT: Ordinance to vacate Cloverly Road right of way from the East right of way line Cloverly Road, new alignment, to the West right of way line of Boulevard Street.

| Recommendation: | Hold Final Reading, vote on Ordinance |

Background:

As part of the Costco Complex project Cloverly Road and Downing Street have been realigned. That portion of Cloverly Road from the new alignment of Cloverly Road to the new alignment of Boulevard Street has been rerouted and the pavement removed. Staff has determined that this portion of right of way is no longer necessary for transportation services and can be vacated. There are no city owned utilities in the right of way.

Approval of this ordinance will vacate that portion of the Cloverly Road right of way from the new alignment of Cloverly Road to the new alignment of Boulevard Street.

Fiscal Impact:

NA
ORDINANCE NO. 5492

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, VACATING CLOVERLY ROAD FROM THE NEW ALIGNMENT OF CLOVERLY ROAD THE NEW ALIGNMENT OF DOWNING STREET, IN THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA; PROVIDING FOR THE RESERVATION OF RIGHTS ASSOCIATED WITH PUBLIC UTILITIES; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the alignments of Cloverly Road and Downing Street have been changed due to the Costco Complex;

WHEREAS, said road, lies within the corporate limits of the City of Fremont, Nebraska;

WHEREAS, Due the relocation of the roadway system this section of right of way is no longer necessary for transportation purposes, and the realignment of the roadway complies with the city’s Long-Range Transportation Plan 2035; and

WHEREAS, City Council finds that in accordance with Neb. Rev. Stat. § 16-611, title to such property shall henceforth be vested in the owners of the abutting property and become a part of such property, one-half on each side thereof, except as reserved for access and maintenance of public utilities;

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

SECTION 1: VACATION. That the City of Fremont does hereby vacate Cloverly Road right of way from the East right of way line of Cloverly Road, new alignment, to the West right of way line of Boulevard Street.

SECTION 2. RESERVATIONS. In accordance with Neb. Rev. Stat. § 16-611, the city reserves the right to maintain, operate, repair, and renew public utilities existing at the time title to the property is vacated there; and, further reserves any public utilities, and the right to maintain, repair, renew, and operate water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines, and other similar services and equipment and appurtenances, including lateral connections or branch lines, above, on, or below the surface of the ground at the time title to the property is vacated for the purposes of serving the general public or the abutting properties and to enter upon the premises to accomplish such purposes at any and all reasonable times.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.
SECTION 4. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED THIS THE ____ DAY OF _____________________, 20____.

________________________________________
Scott Getzschman, Mayor

ATTEST:

________________________________________
Tyler Ficken, City Clerk
Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: February 8, 2019
SUBJECT: Third Amendment to the Gallery 23 Planned Development

Recommendation: Hold Third and Final Reading

Background:

Brad Marshall, on behalf of Jeremy Guenthner, has requested an amendment to the Gallery 23 Planned Development to allow an increase in the height of a commercial structure from 45 feet to 60 feet on Lot 2 Gallery 23 East Addition Replat 1.

This lot is generally located in the northeastern quadrant of the development. It is adjacent to the proposed townhouse lots (currently duplex lots), commercially zoned lots and is on the north side of the pond.

This request is just for Lot 2 Gallery 23 East Addition Replat 1.

The scale of the proposed building on Lot 33 is not disproportionate at 60 feet high, particularly since it backs to the lake and is set back 200 feet from the front lot line.

The additional height is primarily for the elevator tower and stair tower. The bulk of the building will be approximately 50’ tall.

The building will be visible from the back yards of the proposed town houses. However, the higher portion of the building will be oriented to the west. The building would be as visible if it were 45’ tall.

This staff review evaluates only the height of the building. The landscape plan will be reviewed at the time the building permit is submitted. However, staff recommends that the trash enclosure be oriented toward the west side of the building, sufficiently away from the residences to the east.

The rear yard setbacks are not specified on the site plan. The setbacks need to be shown to ensure the building is compliant.

The layout of future buildings will be determined as building permits are brought forth in the future. There is not currently a justification that all buildings in the commercial area will need to be 60’ in height. Staff recommends that the 60’ height be approved for this building, but remain at 45’ for all of the other commercial lots at this time. That ensures that future requests
are evaluated by staff, Planning Commission and the City Council for appropriate scale and impact to the surrounding area.

The square footage of the building and the FAR need to be provided per the requirements of the UDC.

The Planning Commission held a public hearing on this item on December 17, 2018 and unanimously recommended conditional approval.
WEST ELEVATION
ORDINANCE NO. 5491

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING EXHIBIT A OF ORDINANCE NO. 5405, SPECIFICALLY PORTIONS OF THE GALLERY 23 EAST DEVELOPMENT ON THE PROPERTY DESCRIBED AS LOT 2 GALLERY 23 EAST ADDITION REPLAT 1, FREMONT, NEBRASKA AND MORE GENERALLY LOCATED SOUTHEAST OF HIGHWAY 275 AND HIGHWAY 30, FREMONT, NEBRASKA, 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 A of Ordinance 5405 was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is zoned PD, Planned Development; and

WHEREAS, a public hearing on the proposed Zoning Change was held by the Planning Commission on December 17, 2018, and subsequently by the City Council on January 8, 2019; and

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

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

SECTION I. the Exhibit A to Ordinance 5405- Amendment to the Gallery 23 East Planned Development adjustment to the building height on Lot 2 Gallery 23 East Replat 1 is hereby approved as shown on Exhibit A.

SECTION 2. REPEALER. That part of the official zoning map referred to in Ordinance No. 5459 or any other section of said ordinance in conflict with this ordinance is hereby repealed.

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

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

PASSED AND APPROVED THIS THE_____DAY OF ____________________, 2019

______________________________  Scott Getzschman, Mayor

ATTEST:

______________________________  Tyler Ficken, City Clerk
Chapter 200 – Regulations Specific to Area

202 General Commercial Area

Commercial uses may be platted as individual lots with sufficient land area to satisfy setback requirements.

Height and Area Regulations:

<table>
<thead>
<tr>
<th></th>
<th>Lot Area (SF)</th>
<th>Lot Width (FT)</th>
<th>Front Yard Setback (FT)</th>
<th>Street Side Yard Setback (FT)</th>
<th>Interior Side Yard Setback (FT)</th>
<th>Rear Yard Setback (FT)</th>
<th>Height (FT)</th>
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</table>
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Brian Newton, City Administrator
DATE: February 12, 2019
SUBJECT: Amend City Code 2-102, 2-103 & 2-109

Recommendation: 1) Move to hold second reading

Background: The Mayor’s committee recommended amendments to Sections 2-102, 2-103, and 2-109 of City Code to the Mayor to incorporate language on an Open Public Comment period.

FISCAL IMPACT: None
AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING THE MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, ORDINANCE NO. 3139; SPECIFICALLY PORTIONS OF CHAPTER 2 INCLUDING §2-102 REGULAR MEETINGS, §2-103 FORMAL COUNCIL STUDY SESSIONS AND §2-109 AUDIENCE; RULES OF CONDUCT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

SECTION I. Section 2-102 Regular Meetings is hereby amended to read as follows:

§2-102 Regular Meetings.
The regular meetings of the City Council shall be held in the City Council Chambers on the second (2nd) and last Tuesday of each month. The regular meetings may be preceded by an Open Public Comment Period (on the last Tuesday of the month) and/or a Study Session, with the Regular Council meeting beginning at 7:00 p.m. or as soon thereafter as called to order by the Mayor. Any such Open Public Comment Periods or Study Sessions shall be included on the agenda for the meeting, included in all published notices, and open to the public. Topics covered in any Open Public Comment Period will not be added to the Study Session discussion or any agenda items that may be discussed by staff and/or Council members at that the regular Council meeting; topics covered at an Open Public Comment Period may be referred to City Staff or added to future Council agenda at the request of a Council member. The Council shall neither take nor agree to take any formal action at such comment periods or study sessions.

The City Council may, by a majority vote of all members elected to the Council cancel or reschedule the regular meetings scheduled for the second or last Tuesdays in November, or the regular meeting scheduled for the last Tuesday in December. In such case, notice of cancellation or rescheduled meeting will be given in the same manner as required for regularly scheduled Council meetings. In the event that inclement weather or other conditions present a danger to public health or safety, any meeting may be rescheduled by the Mayor. In such case, the Mayor and Council will ensure that notice of rescheduled meeting is given in the same manner as required for a regularly scheduled Council meeting.

SECTION II. Section 2-103 Formal Council Study Sessions is hereby amended to read as follows:

§2-103 Open Public Comment Periods and Formal Council Study Sessions.
Open Public Comment Periods may be held, as necessary, on the last Tuesday of each month to hear to issues of importance from the public. Topics for
discussion will be limited to those that have not already been included in the agenda for a scheduled Study Session on that same day or the Council’s regular meeting scheduled for that day. No discussion shall occur between the Council and the Public and no formal action or votes shall be taken on any item during the Open Public Comment Period. Open Public Comment Periods shall be noticed and open to the public.

Formal Council Study Sessions may be held, if necessary, on the first and third Tuesday of each month to discuss issues, develop policies and hear presentations. All items to be discussed during a Formal Council Study Session shall be specifically listed on the agenda for that meeting. No formal action or votes will be taken on any item during the Formal Council Study Session and no item that is not on the agenda may be discussed. Formal Council Study Sessions shall be noticed and open to the public.

SECTION III. Section 2-109 Audience; Rules of Conduct is hereby amended to read as follows:

§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.
A priority to speak at Open Public Comment Periods and Study Sessions 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.

Members of the public wishing to speak at a Study Session will be required to limit their comments to those that are directly related to the Publicly Noticed Study Session agenda topic(s).

Written letters addressed to the 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.

SECTION IV. That the originals of all ordinances or parts of ordinances of the City of Fremont and sections of the Fremont Municipal Code amended herein, and all other ordinances in conflict herewith are hereby repealed.

SECTION V. 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 __________________, 2019.

__________________________
Scott Getzschman, Mayor

ATTEST:

__________________________
Tyler Ficken, City Clerk
§2-102 Regular Meetings

The regular meetings of the City Council shall be held in the City Council Chambers on the second (2nd) and last Tuesday of each month. The regular meetings may be preceded by an informal Open Public Comment Period (on the last Tuesday of the month) and/or a Study Session, with the formal Regular Council meeting beginning at 7:00 p.m. or as soon thereafter as called to order by the Mayor. Any such study session, Open Public Comment Periods or Study Sessions shall be included on the agenda for the meeting, included in all published notices, and open to the public. At such Topics covered in any informal study sessions, any Open Public Comment Period will not be added to the Study Session discussion or any agenda items that may be discussed by staff and/or Council members, at that the regular Council meeting; topics covered at an Open Public Comment Period may be referred to City Staff or added to future Council agenda at the request of a Council member. The Council shall neither take nor agree to take any formal action at such informal comment periods or study sessions.

The City Council may, by a majority vote of all members elected to the Council cancel or reschedule the regular meetings scheduled for the second or last Tuesdays in November, or the regular meeting scheduled for the last Tuesday in December. In such case, notice of cancellation or rescheduled meeting will be given in the same manner as required for regularly scheduled Council meetings. In the event that inclement weather or other conditions present a danger to public health or safety, any meeting may be rescheduled by the Mayor. In such case, the Mayor and Council will ensure that notice of rescheduled meeting will be given in the same manner as required for a regularly scheduled Council meetings.

§2-103 Open Public Comment Periods and/ Formal Council Study Sessions

Open Public Comment Periods may be held, as necessary, on the last Tuesday of each month to ‘‘hear’’ to issues of importance from the public. Topics for discussion will be limited to those that have not already been included in the agenda for a scheduled Study Session on that same day or the Council’s regular meeting scheduled for that day. No discussion shall occur between the Council and the Public and no formal action or votes shall be taken on any item during the Open Public Comment Period. Open Public Comment Periods shall be noticed and open to the public and shall commence at the hour of 6:30 p.m.

Formal Council Study Sessions may be held, if necessary, on the first and third Tuesday of each month to discuss issues, develop policies and hear presentations. All items to be discussed during a Formal Council Study Session shall be specifically listed on the agenda for that meeting. No formal action or votes will be taken on any item during the Formal Council Study Session and no item that is not on the agenda may be discussed. Formal Council Study Sessions shall be noticed and open to the public and shall commence at the hour of 5:30 p.m.

§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 Sessions 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. Members 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 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: Brian Newton, City Administrator
DATE: February 12, 2018
SUBJECT: Ordinance 5482 – sale of one-half interest in real estate

Recommendation: 1) Move to hold third reading of Ordinance 5482.

BACKGROUND: The Ordinance:

1) Authorizes the City to convey an undivided one-half interest in the Replat of Outlot “A” (12.20 acres) for the sum of $201,300.00 to Dodge County.

FISCAL IMPACT: $201,300
INTERLOCAL COOPERATION AGREEMENT

WHEREAS, it is in the best interest of the County of Dodge, Nebraska (hereinafter referred to as “Dodge County”) and the public safety of the citizens of Dodge County to participate in the planning of a joint public service center (hereinafter referred to as “Joint Public Service Center”) with the City of Fremont, Nebraska (hereinafter referred to as the “City”); and

WHEREAS, it is in the best interest of the City and the public safety of the citizens of the City to participate in the planning of a Joint Public Service Center; and

WHEREAS, the City currently owns certain real property where the parties jointly agree is the best site for a Joint Public Service Center, said property described as Fremont Technology Park Replat of Outlot “A” (12.20 acres) in the Fremont Technology Park; and

WHEREAS, the Board of Supervisors of Dodge County (Supervisors) have reviewed this Agreement and have passed a resolution approving the same and authorizing the chairperson thereof to execute this Agreement; and

WHEREAS, the Fremont City Council (Council) have reviewed this Agreement and have passed a resolution approving the same and authorizing the Mayor to execute this Agreement.  

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and each of the parties intending to be bound hereby, it is agreed as follows:

A. Definitions

1. For the purpose of the Agreement the following terms are defined:

   a) Board - shall mean the Governing Joint Public Service Center board;

   b) Sheriff - shall mean the Dodge County Sheriff; and

   c) Chief - shall mean the Fremont Chief of Police.

B. General Terms

1. Immediately upon the execution of this Agreement the City shall convey to Dodge County an undivided one half interest in the following described property:

   A tract of land composed of Replat of Outlot “A”, Fremont Technology Park, located in 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 in Exhibit A.

2. Upon such conveyance of the real property described herein Dodge County shall pay the City the sum of $201,300.00. The term of this Agreement shall be perpetual, unless terminated as provided hereinafter.

C. Joint Public Service Center Agency
1. There is hereby created an inter-local agency to plan the Joint Public Service Center. It shall be known and called the Governing Joint Public Service Center Board (hereinafter referred to as the “Governing Board”).

2. The Governing Board shall be the six (6) members serving on the Communications Center Governing Board, which are the Chairperson of the County Board of Supervisors, the Fremont Mayor, two members of the Fremont City Council and two members of the County Board of Supervisors. The members may be members of the respective governing bodies and shall not be professional law enforcement officers. The Dodge County Manager and Sheriff, and the Fremont City Administrator and Police Chief shall serve as ex-officio members of the Governing Board.

3. All Governing Board meetings shall be conducted in accordance with the Nebraska Open Meetings Law.

4. The Governing Board shall oversee the planning of a Joint Public Service Center and shall be vested with certain responsibilities and powers, but not limited to the following:

   a) Funding and the hiring of architects, engineers, and contractors for the design, engineering, and construction of the Joint Public Service Center subject to the approval of the Supervisors and Council.

   b) Recommend policy direction to Supervisors and Council and serve as the advisory committee, which governs operations of the Joint Public Service Center.

   c) All actions of the Governing Board shall be reported in writing and recommended to the Supervisors and Council for approval. In the event the members of the Governing Board fail to agree as to any matter, such matter shall be submitted to the Supervisors and Council for determination.

   d) The approval for payment of all non-capital bills and expenses for the planning and operation of the Joint Public Service Center.

   e) The preparation of the annual expense and capital budgets for each fiscal year to be submitted to the Supervisors and Council for their approval.

   f) The Governing Board shall adopt a fiscal year commencing October 1st and terminating September 30th each year. Payments shall be made on a monthly basis with each payment to be made at the beginning of each month based on the estimated necessary contribution as per this agreement.

5. The receipts, expenditures, and payroll of the Joint Public Service Center shall be received and disbursed through the City Finance Director's office.
a) Except as stated above; the expenses and receipts of the Joint Public Service Center shall be prorated between the County and City as established by the Governing Board. As long as the Public Service Answering Point (PSAP) is located in the Joint Public Service Center, no rent shall be charged for the space used by the PSAP. Any inequities resulting from the differing budget systems used to finance the Joint Public Service Center shall be adjusted between the parties in the following year or years.

b) All property transferred to or acquired by the Joint Public Service Center shall be owned jointly by Dodge County and the City. Upon disposal of any property owned by the Joint Public Service Center, the proceeds shall be retained by the Joint Public Service Center for operating expenses. In the event that this agreement is terminated and one of the parties continues operation of the same or similar service provided hereunder, either individually or in cooperation with some other entity, it is understood and agreed that all property of the Joint Public Service Center owned jointly by the parties hereto shall be transferred to such individual party without costs.

D. Miscellaneous

1. Dodge County agrees to indemnify and hold harmless, protect and defend the City and its elected and appointed officials, employees, agents, and representatives from any and all claims, losses, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from the City or its insurers because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from any and all work or activity arising out of the responsibilities of Dodge County associated with this agreement unless said claims, losses, damages and liabilities arise out of the sole negligence of the City.

2. The City agrees to indemnify and hold harmless, protect and defend Dodge County and its elected and appointed officials, employees, agents, and representatives from any and all claims, losses, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from Dodge County or its insurers because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from any and all work or activity arising out of the responsibilities of the City associated with this agreement unless said claims, losses, damages and liabilities arise out of the sole negligence of Dodge County.

3. This Agreement is entered into between the parties pursuant to the Interlocal Cooperation Act of the State of Nebraska; and to the extent this
Agreement shall be governed by the provisions of said Act, it shall be construed consistent with the objects to be accomplished pursuant to said Act. In this respect:

a) The duration of the Agreement shall be set forth in Paragraph B.2. above.

b) There is no separate legal or administrative entity created hereby.

c) The purpose hereof is as stated in the preamble.

d) The financing of this cooperative undertaking and the maintaining of a budget therefore shall be set by the Governing Board. It is planned that the budget, once adopted, shall be funded on a prorated basis by Dodge County and the City.

e) This Agreement may be partially or completely modified by the written consent of all parties hereto and may be terminated by mutual agreement of all parties or by any party and either party may terminate this Agreement effective June 30th in any year, provided, written notice of such termination is delivered to the other party prior to March 1st of that year.

f) Each of the cooperating agencies shall perform its respective powers and responsibilities herein provided for through their respective employees and governing bodies and customary procedures and the Governing Board created hereby. Each Agency shall acquire, hold and dispose of personal property used by it in this cooperative undertaking in the manner provided by law but consistent with each Agency’s respective obligations in this cooperative undertaking.

Dated this __________ day of ______________________________, 2018

ATTEST: CITY OF FREMONT, NEBRASKA

_____________________________ By: _____________________________
Tyler Ficken, City Clerk Scott Getzschman, Mayor

ATTEST: COUNTY OF DODGE, NEBRASKA

_____________________________ By: ______________________________
Fred Mytty, Dodge County Clerk Bob Missel, Chairperson
Dodge County Board of Supervisors
<table>
<thead>
<tr>
<th>Subject:</th>
<th>Joint Law Enforcement Center Discussion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td>Dodge County Courthouse - Small meeting room by the Board Chambers</td>
</tr>
<tr>
<td>Start:</td>
<td>Wed 4/25/2018 8:00 AM</td>
</tr>
<tr>
<td>End:</td>
<td>Wed 4/25/2018 9:00 AM</td>
</tr>
<tr>
<td>Recurrence:</td>
<td>(none)</td>
</tr>
<tr>
<td>Meeting Status:</td>
<td>Accepted</td>
</tr>
<tr>
<td>Organizer:</td>
<td>Getzschman, Scott</td>
</tr>
<tr>
<td>Required Attendees:</td>
<td>Wirmer, Shane; Mike Kuhns; Rob George (<a href="mailto:rob@donpeterson.com">rob@donpeterson.com</a>); <a href="mailto:glbbeam@hotmail.com">glbbeam@hotmail.com</a>; Legband, Mark; Bechtel, Matthew R.; Newton, Brian; Bob Missel</td>
</tr>
</tbody>
</table>


Good Afternoon,

Lt. Wimer is requesting a meeting to continue the conversation about the Joint Law Enforcement Center. The meeting will be held at the Fremont Police Department on Thursday, May 10 at 8:00 a.m. Please confirm your attendance by accepting or declining this calendar invitation.

Thank you,
Lottie

Lottie Mitchell
Executive Assistant
City of Fremont
402-727-2624
Real Estate Transfer Statement
This Statement is Confidential – for Tax Officials Only

THE DEED WILL NOT BE RECORDED UNLESS THIS STATEMENT IS SIGNED AND LINES 1-25 ARE ACCURATELY COMPLETED

1 County Name
2 County Number
3 Date of Sale
4 Date of Deed
5 Grantor's Name, Address, and Telephone (Please Print)
Grantor's Name (Seller)
Pannier Family Investments, LLC, a Nebraska limited liability company
Street or Other Mailing Address
14125 N. Bristolwood Dr.
City
State
Zip Code
TelephoneNumber
6 Grantee's Name, Address, and Telephone (Please Print)
Grantee's Name (Buyer)
City of Fremont, Nebraska
Street or Other Mailing Address
14125 N. Bristolwood Dr.
City
State
Zip Code
TelephoneNumber

7 PROPERTY CLASSIFICATION NUMBER. Check one box in categories A and B. Check C also if property is mobile home.

(A) Status (B) Property Type
(1) □ Improved
(1) □ Single Family
(4) □ Commercial
(2) □ Unimproved
(2) □ Multi-Family
(5) □ Agricultural
(3) □ IOLT
(3) □ Commercial
(6) □ Recreational
(9) □ State Assessed
(10) □ Exempt
(1) □ Mobile Home

8 Type of Deed
□ Warranty
□ Quit Claim

9 1631 Exchange? □ Yes □ No
(Was transfer an IRS in-kind exchange)

10 Type of Transfer:
□ Sale
□ Gift
□ Foreclosure
□ Revocable Trust
□ Court Decree
□ Satisfaction of Contract
□ Auction
□ Exchange
□ Life Estate
□ Irrevocable Trust
□ Partition
□ Other

11 Ownership Transferred in Full (If No, explain division)
□ YES □ NO
12 Was real estate purchased for same use? (If No, state intended use)
□ YES □ NO

13 Was sale between relatives? (If Yes, check appropriate box)
□ YES □ NO
□ Spouse
□ Parents and Child
□ Grandparents and Grandchild
□ Brothers and Sisters
□ Aunt or Uncle to Niece or Nephew
□ Other

14 What is the current market value of the real property? $1,624,000.00
15 Was mortgage assumed? If Yes, state amount and interest rate.
□ YES □ NO

16 Does this conveyance divide a current parcel of land?
□ YES □ NO
17 Was sale through a real estate agent? (If Yes, name of agent)

18 Address of Property
Fremont, NE 68025

19 Name and Address of Person to Whom Tax Statement Should be Sent
Fremont, NE 68025

20 Legal Description
See attached legal description

21 If agricultural, list total number of acres

22 Total purchase price, including any liabilities assumed
22 $1,624,000.00

23 Was nonreal property included in purchase? □ YES □ NO (If Yes, enter amount and attach itemized list)

24 Adjusted purchase price paid for real estate (line 22 minus line 23)

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true and correct, and that I am duly authorized to sign this statement.

City of Fremont, Nebraska
By: Scott Schleisman, Mayor

Signature of Grantor or Authorized Representative

Date

REGISTER OF DEEDS' USE ONLY

For NDR Use Only

Mile 6 Day 11 Year 2011
$ 3654.00
201102513

Authorized by Sections 76-214, 77-1327, R.A.C. 1943

GRANTEE–Please make a copy of this document for your records
Lots 2, 3, 4, 5, 6, 7, 8 and Tax Lot 144 of D. Schroeder's Subdivision of the North One-half of the Southwest One-quarter and that part of the Northwest One-quarter of the Southeast One-quarter lying West of the Chicago and Northwestern Railway Company's right-of-way, all in Section 12, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, except easements and roads of record. Tax Lot 144 being described as: Lot 1, D. Schroeder's Subdivision, except a tract of land more particularly described as follows: Commencing at the SW corner of said NW¼SW¼ and going thence N00°18'20"W, on an assumed bearing, along the West margin of said NW¼SW¼ for a distance of 33.00 feet to the point of beginning; thence continuing N00°18'20"W, along said West margin for a distance of 469.00 feet; thence N89°20'40"E for a distance of 567.00 feet; then S90°18'20"E, parallel to the West margin of said NW¼SW¼ for a distance of 475.50 feet to a point 33.00 feet North of the South margin of said NW¼SW¼; thence S90°00'00"W parallel to said South margin for a distance of 567.00 feet to the point of beginning.
WARRANTY DEED

Pannier Family Investments, LLC, a Nebraska limited liability company, GRANTOR, in consideration of Two Dollars ($2.00) and other good and valuable consideration received from GRANTEE,

City of Fremont, Nebraska, conveys to GRANTEE, the following described real estate (as defined in Neb. Stat. 76-201) in Dodge County, Nebraska:

Lots 2, 3, 4, 5, 6, 7, 8 and Tax Lot 144 of D. Schroeder's Subdivision of the North One-half of the Southwest One-quarter and that part of the Northwest One-quarter of the Southeast One-quarter lying West of the Chicago and Northwestern Railway Company's right-of-way, all in Section 12, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, except easements and roads of record. Tax Lot 144 being described as: Lot 1, D. Schroeder's Subdivision, except a tract of land more particularly described as follows: Commencing at the SW corner of said NW\%SW\% for a distance of 33.00 feet to the point of beginning; thence continuing N00°18'20"W, along said West margin of said NW\%SW\% for a distance of 567.00 feet; then S00°18'20"W, parallel to the West margin of said NW\%SW\% for a distance of 475.50 feet to a point 33.00 feet North of the South margin of said NW\% SW\%; thence S90°00'00"W parallel to said South margin for a distance of 567.00 feet to the point of beginning.

GRANTOR covenants with GRANTEE that GRANTOR:

(1) is lawfully seized of such real estate, that it is free from encumbrances, except easements, restrictions and reservations of records, and a pro-rated share of current real estate taxes and subsequent taxes and assessments;

(2) has legal power and lawful authority to convey the same;

(3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed May 28, 2011.

Pannier Family Investments, LLC, a Nebraska limited liability company

By: Roger D. Pannier
Roger D. Pannier, Member

Pamela A. Pannier, Member

Angela J. Pannier, Member
TRUSTEE’S DEED

Lois A. Roy Bjork, Trustee under Agreement dated August 16, 1993, Grantor, in consideration of One Dollar ($1.00) and other valuable consideration, received from Grantee, Pannier Family Investments, LLC, conveys unto Grantee, the following described real estate in Dodge County, Nebraska (as defined in Neb. Rev. Stat. § 76-201):

Lots 2, 3, 4, 5, 6, 7, 8 and Tax Lot 144 of D. Schroeder’s Subdivision of the North One-Half of the Southwest One-Quarter and that part of the Northwest One-Quarter of the Southeast One-Quarter lying West of the Chicago and Northwestern Railway Company’s right-of-way, all in Section 12, Township 17 North, Range 8 East of the 6th P.M., as platted and recorded except easements and roads of record, located in Dodge County, Nebraska.

Tax Lot 144, being described as Lot 1, except a tract of land more particularly described as follows: Commencing at the SW corner of said NW¼SW¼ and going thence N00°18'20"W, on an assumed bearing, along the West margin of said NW¼SW¼ for a distance of 33.00 feet to the point of beginning; thence continuing N00°18'20"W, along said West margin for a distance of 469.00 feet; thence N97°20'40"E for a distance of 567.00 feet; then S00°18'20"E, parallel to the West margin of said NW¼SW¼ for a distance of 475.50 feet to a point 33.00 feet North of the South margin of said NW¼SW¼; thence S90°00'00"W parallel to said South margin for a distance of 567.00 feet to the point of beginning.

WARRANTY DEED

Pannier Family Investments, LLC, a Nebraska limited liability company, GRANTOR, in consideration of Two Dollars ($2.00) and other good and valuable consideration received from GRANTEE,

City of Fremont, Nebraska, conveys to GRANTEE, the following described real estate (as defined in Neb. Stat. 76-301) in Dodge County, Nebraska:

Lots 2, 3, 4, 5, 6, 7, 8 and Tax Lot 144 of D. Schroeder’s Subdivision of the North One-Half of the Southwest One-Quarter and that part of the Northwest One-Quarter of the Southeast One-Quarter lying West of the Chicago and Northwestern Railway Company’s right-of-way, all in Section 12, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, except easements and roads of record. Tax Lot 144 being described as: Lot 1, D. Schroeder’s Subdivision, except a tract of land more particularly described as follows: Commencing at the SW corner of said NW¼SW¼ and going thence N00°18'20"W, on an assumed bearing, along the West margin of said NW¼SW¼ for a distance of 33.00 feet to the point of beginning; thence continuing N00°18'20"W, along said West margin for a distance of 469.00 feet; thence N97°20'40"E for a distance of 567.00 feet; then S00°18'20"E, parallel to the West margin of said NW¼SW¼ for a distance of 475.50 feet to a point 33.00 feet North of the South margin of said NW¼SW¼; thence S90°00'00"W parallel to said South margin for a distance of 567.00 feet to the point of beginning.

GRANTOR covenants with GRANTEE that GRANTOR:

(1) is lawfully seized of such real estate, that it is free from encumbrances, except easements, restrictions and reservations of record, and a pro-rata share of current real estate taxes and subsequent taxes and assessments;

(2) has legal power and lawful authority to convey the same;

(3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed May 28, 2011.

Pannier Family Investments, LLC, a Nebraska limited liability company

By: Roger D. Pannier, Member
WARRANTY DEED

Pannier Family Investments, LLC, a Nebraska limited liability company, GRANTOR, in consideration of Two Dollars ($2.00) and other good and valuable consideration received from GRANTEE,

City of Fremont, Nebraska, conveys to GRANTEE, the following described real estate (as defined in Neb. Stat. 76-201) in Dodge County, Nebraska:

Lots 2, 3 4, 5, 6, 7, 8 and Tax Lot 144 of D. Schroeder's Subdivision of the North One-half of the Southwest One-quarter and that part of the Northwest One-quarter of the Southeast One-quarter lying West of the Chicago and Northwestern Railway Company's right-of-way, all in Section 12, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, except easements and roads of record. Tax Lot 144 being described as: Lot 1, D. Schroeder's Subdivision, except a tract of land more particularly described as follows: Commencing at the SW corner of said NW\%SW\% and going thence N00°18'20"W, on an assumed bearing, along the West margin of said NW\%SW\% for a distance of 35.00 feet to the point of beginning; thence continuing N00°18'20"W, along said West margin for a distance of 469.00 feet; thence N09°20'40"W for a distance of 567.00 feet; then S09°18'30"E, parallel to the West margin of said NW\%SW\% for a distance of 475.50 feet to a point 33.00 feet North of the South margin of said NW\% SW\%; thence S90°00'00"W parallel to said South margin for a distance of 567.00 feet to the point of beginning.

GRANTOR covenants with GRANTEE that GRANTOR:

(1) is lawfully seized of such real estate, that it is free from encumbrances, except easements, restrictions and reservations of records, and a pro-rata share of current real estate taxes and subsequent taxes and assessments;

(2) has legal power and lawful authority to convey the same;

(3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed______May__28__, 2011.

Pannier Family Investments, LLC, a Nebraska limited liability company

By: ____________________________
Roger D. Pannier, Member

By: ____________________________
Pamela S. Pannier, Member

By: ____________________________
Angela J. Pannier, Member

By: ____________________________
Tyler N. Pannier, Member
State of Nebraska  
County of Dodge

The foregoing instrument was acknowledged before me this 23rd day of May, 2011, by Roger D. Pannier, Pamela A. Pannier, Angela J. Pannier, Tyler N. Pannier, Roger D. Pannier as Trustee of the Angela J. Pannier GP Trust, and Roger D. Pannier as Trustee of the Tyler N. Pannier GP Trust, Members of the Pannier Family Investments, LLC, a Nebraska limited liability company.

[Nancy K. Meier]  
Notary Public
RESOLUTION NO. 2013-160

A Resolution of the City Council of the City of Fremont, Nebraska, approving the Final Plat of Fremont Technology Park, Lots 2 thru 8 and Tax Lot 144, D. Schroeder's Addition, Fremont, Dodge County, Nebraska

WHEREAS, a Registered Land Surveyor has prepared a plat for approval by the Mayor and Council, which is submitted herewith showing the Final Plat of Fremont Technology Park, Lots 2 thru 8 and Tax Lot 144, D. Schroeder's Addition, Fremont, Dodge County, Nebraska.

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

SECTION I. That the Final Plat of Fremont Technology Park, Lots 2 thru 8 and Tax Lot 144, D. Schroeder's Addition, Dodge County, Nebraska duly made out, acknowledged and certified, be and the same is hereby approved and accepted and ordered filed in the office of the Register of Deeds at Dodge County, Nebraska; and, hereinafter said addition shall be and remain a part of the City of Fremont, Nebraska.

SECTION II. The dedication upon the plat is in all words and figures approved; and, the Mayor and City Clerk are hereby directed to register the approval of the Mayor and Council upon said plat by endorsements thereon.

SECTION IV. That the subdivision of this tract of land is hereby approved, subject to the following findings, terms or conditions prior to filing of the Final Plat.

1. Receipt of proper and necessary easements.
2. All lots be staked and properly monumented as set forth in the Subdivision Ordinance.
3. Receipt of and approval of by the City Engineer of all necessary improvement plans as required by the Subdivision Ordinance.

PASSED AND APPROVED THIS 27TH DAY OF AUGUST, 2013

[Signature]
Scott Stechman, Mayor

ATTEST:

[Signature]
Kimberly Volk, MMC, City Clerk
Doc Stamp Tax History

Nov 18, 1965 to Sept 5, 1985 ......................... $0.55 per each $500 of value or fraction thereof

Sept 6, 1986 to Dec 31, 1992 ......................... $1.50 per each $1,000 of value or fraction thereof

Jan 1, 1993 to June 30, 2005 ......................... $1.75 per each $1,000 of value or fraction thereof

July 1, 2005 to current ............................... $2.25 per each $1,000 of value or fraction thereof

NOTE: In 1965 Nebraska adopted a documentary stamp tax act to become law upon repeal of the Federal documentary stamp act. The Nebraska Documentary Stamp Tax Act became effective Jan 1, 1968. The Federal rate at the time of repeal was $0.55 per each $5.00 of value or fraction thereof.
ROGER PANNIER

Arrest Records: 2
Secrets

instantcheckmate.com

1) Type Name and Stat 2) Unlimited Secrets About
Anyone. Takes Seconds

Public Arrest Records

Arrest Warrant Records

ROGER D PANNIER (MEMBER)
CUROCO, LLC
NEBRASKA PRE-2011 DOMESTIC LLC
Address: 1415 N. Bristolwood Drive
Fremont, NE 68025
Registered Agent: Roger D. Pannier
Filing Date: April 14, 2010
File Number: 10134349

ROGER D PANNIER (MEMBER)
GETZSCHMAN HEATING, LLC
NEBRASKA PRE-2011 DOMESTIC LLC
Address: 1700 E 23rd Ave North
Fremont, NE 68025
Registered Agent: Scott Getzschman
Filing Date: November 21, 2000
File Number: 10018686

DC Area Small Businesses
Resources for the business community in the DC area.
Business Information

<table>
<thead>
<tr>
<th>Location Type</th>
<th>Unknown</th>
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<tbody>
<tr>
<td>State of Incorporation</td>
<td>Nebraska</td>
</tr>
<tr>
<td>Year Established</td>
<td>2007</td>
</tr>
<tr>
<td>Annual Revenue Estimate</td>
<td>$5 to 10 million</td>
</tr>
<tr>
<td>Employees</td>
<td>50 to 99</td>
</tr>
<tr>
<td>SIC Code</td>
<td>5722, Household Appliance Stores</td>
</tr>
<tr>
<td>NAICS Code</td>
<td>23822002, Plumbing Htg &amp; Air-Conditioning Contractors</td>
</tr>
<tr>
<td>Business Categories</td>
<td>Major Electric Household Appliances in Omaha, NE</td>
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</tbody>
</table>

OPPORTUNITIES ARE SEIZED THROUGH PRECISION AND STRENGTH

[Image Advertisement]
# Contractor Registration

**Registration Number:** C088381  
**Issuance Date:** 02/16/2014  
**Renewal Received?** Yes  
**Original Issuance Date:** 12/20/2005  
**Expiration Date:** 02/16/2015  
**Type of Business:** Other  
**Principal Activity:** Heating, air conditioning & plumbing

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>GETZSCHMAN HEATING LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is Mailing Address same as Principal place of business?</td>
<td>Yes</td>
</tr>
</tbody>
</table>
| Mailing Address          | 1700 EAST 23rd AVENUE NORTH  
                          | FREMONT NE 68025 |
| County Name              | DODGE                  |
| Telephone                | 402.721.6301           |

<table>
<thead>
<tr>
<th>Owner/Officer</th>
<th>SCOTT GETZSCHMAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner/Officer</td>
<td>DAVE GETZSCHMAN</td>
</tr>
<tr>
<td>Owner/Officer</td>
<td>RON GETZSCHMAN</td>
</tr>
<tr>
<td>Owner/Officer</td>
<td>ROGER PANNIER</td>
</tr>
</tbody>
</table>

**Contractor claimed exemption from worker's compensation insurance:** No  
**Insurance Expiration Date:** 12/31/2013  
**Out-of-state bond on file:** Yes  
**Bond Effective Type:** $25,000
to Robin, me, Dale

Robin,

I spoke with Roger at Pathfinder. He reported that the amount of the pathfinder Technology Park lease paid to the City was $14,833.04 in March 2016; their Commission was $1,116.04 for a total of $15,949.50 paid.

Thank you,

Tyler Ficken
CITY OF FREMONT, NEBRASKA
Ordinance #5482
(Sale of a One-half Interest in City Owned Real Estate)

AN ORDINANCE PERTAINING TO THE SALE AND CONVEYANCE OF AN UNDIVIDED ONE-HALF INTEREST IN REAL ESTATE OWNED BY THE CITY OF FREMONT, NEBRASKA TO DODGE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, 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 subdivision to be known as Fremont Technology Park Replat of Outlot “A,” further described in the final plat in Exhibit A, containing 12.20 acres, more or less (the “Property”).

Section 2. The City Council of the City of Fremont, Nebraska hereby finds and determines that it is necessary and desirable to sell an undivided one-half interest in the Property, consisting of approximately 12.20 acres of land owned by the City of Fremont, Nebraska to Dodge County, a Political Subdivision of the State of Nebraska, pursuant to the terms of the Inter-Local 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 Two Hundred and One Thousand Three Hundred and No/100 Dollars ($201,300.00) to be paid upon final approval of the Inter-Local Agreement. The sale of such subject real estate to Dodge County 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 a one-half interest the subject real estate and no remonstrance filed by thirty percent (30%) of the voting public in objection thereto.

The terms of such sale are contained in the proposed Inter-Local Agreement attached as Exhibit “B” 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 20th day of December 2018.
ATTEST:

Scott Getzschman, Mayor

Tyler Ficken, City Clerk
EXHIBIT “A”
Fremont Technology Park Replat of Outlot “A”
(See Attached)
EXHIBIT “B”
Inter-Local Agreement
(See Attached)
INTRODUCTION

Pursuant to Resolution 2019-019 (Ex. 1) passed on January 29, 2019, the Fremont City Council (the "Council") directed the City Attorney to conduct a factual investigation and legal analysis regarding potential Open Meetings Rules violations regarding the following action items originally included in the January 8, 2019, City Council Agenda:

- Item 18 - Resolution 2019-007
- Item 8 - Ordinance 5890
- Item 19 - Ordinance 5483
- Item 20 - Ordinance 5484
- Item 21 - Ordinance 5485
- Item 22 - Ordinance 5486

The investigation and legal analysis were conducted by the law firm of McGrath North Mullin & Kratz, LLC., of Omaha, Nebraska. This report is limited in scope to those topics designated in the Resolution (Ex. 1). We reserve the right to supplement this report should additional facts be forthcoming.

DISCUSSION

The items from the January 8, 2019, City Council Agenda in question were described as follows:

- Item 18 - Resolution 2019-007 clarifying legal description referenced in purchase agreements for the sale and conveyance of real estate owned by the City of Fremont to the Dodge County Humane Society (staff report).

- Item 8 - Ordinance 5890 Amendments regarding expansion of uses on non-standard lots, an amendment to Chapter 11 of the Fremont Municipal Code pertaining to zoning, subdivision and site development regulations (first reading) (staff report).

- Item 19 - Ordinance 5483 Unified Development Code amendment regarding the size and distance into right-of-way of projecting signs (final reading) (staff report).
Item 20 - Ordinance 5484 Unified Development Code amendment to update definition of required yards to clarify requirements for landscaping (final reading) (staff report).

Item 21 - Ordinance 5485 Unified Development Code amendment to clarify when more than one use is allowed, on a lot (final reading) (staff report).

Item 22 - Ordinance 5486 Unified Development Code amendment to screening requirements for service stations to type B unless abutting residential properties (final reading) (staff report).

At the City Council Meeting on January 8, 2019, Council Member Yerger raised a point of information to inquire about the appropriateness of Agenda Items #8, #19, #20, #21, #22 and have the items removed from the agenda due to alleged open meetings rules violations as provided for in the Fremont Municipal Code § 2-110 to 2-112. This was later amended to continue the items to a future meeting to allow the City Attorney to provide a report on any Open Meetings Act violations. Agenda Item #18 was later continued for the same reason.

The Agenda Items from the January 8, 2019 City Council Meeting involve two previously formed committees. The first committee relates to Agenda Item #18 and was formed to evaluate and review matters related to the Dodge County Humane Society (the “DCHS Committee”). The second committee relates to Agenda Items #8, #19, #20, #21, #22 and was formed to evaluate and review matters related to the City’s recently adopted Unified Development Code (the “UDC Committee”). Below is a discussion regarding the formation of the DCHS Committee and the UDC Committee.

**The DCHS Committee**

The DCHS Committee was formed by the Mayor on April 10, 2018, after discussion regarding the need for the committee at the April 10, 2018, City Council meeting. The following item was on the agenda for the April 10, 2018, City Council meeting: “27. Consider creating Council Committee to negotiate with Dodge County Humane Society on potential purchase of City property (staff report).” During the City Council meeting the creation of the committee was discussed. During discussion, a question arose as to whether the Council needed to vote to approve the committee. The Council was advised by the City Attorney that the Mayor had the authority to create a committee without the approval of the City Council. No vote was held by the Council to approve the DCHS Committee. It was noted that the Mayor would form the DCHS Committee with the following members: Council Member John Anderson, Council Member Michael Kuhns, Council Member Steve Landholm, and Council President Scott Schaller.

The DCHS Committee met with the Mayor and the Dodge County Humane Society Board four times on March 14, 2018, June 11, 2018, July 9, 2018, and October 8, 2018. There were no public notices for these meetings, no agendas for each meeting were published, and no official minutes were kept for the meetings.
The UDC Committee

The UDC Committee was formed by the Mayor on November 28, 2017, after the City Council passed the following ordinance at the November 28, 2017, City Council Meeting: “Ordinance for amendment to Chapter 11 of the Fremont Municipal Code, pertaining to zoning and subdivision regulations, hereinafter referred to as the City’s Unified Development Code.” During the Council Meeting it was discussed that the Mayor should form a committee to review the UDC amendments to the Fremont Municipal Code and consider additional changes or amendments that may be necessary. The Mayor proposed creating the UDC Committee with the following members: Mayor Scott Getzschman, Planning Commission Chair Dev Sookram, Assistant City Administrator Shane Wimer, Council President Scott Schaller, and Planning Director Troy Schaben. The Council voted on and passed a motion to put on final reading all the proposed amendments and for the Mayor to appoint the UDC committee to go through the proposed changes.

The UDC Committee met with various City government officials on the following dates: March 5, 2018, March 9, 2018, May 16, 2018, June 6, 2018, October 24, 2018. There were no public notices for these meetings, no agendas for each meeting were published, and no official minutes were kept for the meetings. As is further discussed below, it is our opinion that the UDC Committee was a Council Committee per Fremont Municipal Code §2-111, and, therefore, all meetings of the UDC Committee should have been conducted in “compliance with the open meetings law.”

ANALYSIS

Nebraska Open Meetings Act

Nebraska’s Open Meetings Act is codified in Neb. Rev. Stat. § 84-1407 to § 84-1414. The purpose of the act is to ensure that “every meeting of a public body be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies.” Neb. Rev. Stat. § 84-1408. Under the Act, “public bodies” must follow various procedures. Generally, these procedures require that “public bodies:”

1) give advanced public notice of the time and place of each meeting (Neb. Rev. Stat. § 84-1411(1));

2) publish agenda items for each meeting which are sufficiently descriptive to give the public reasonable notice of the matters to be considered (/id/);

3) allow public comment at each meeting (Neb. Rev. Stat. § 84-1412);

4) keep minutes of all meetings showing time, place, members present and absent, and the substance of all matters discussed (Neb. Rev. Stat. § 54-1413(1); and
5) make the minutes of all meetings open to the public for inspection during normal business hours (Neb. Rev. Stat. § 84-1413(4)).

Neb. Rev. Stat. § 84-1409 identifies which government entities qualify as a "public bodies" and are subject to the Act's procedural requirements. Under this section, advisory committees to the governing body of all political subdivisions of the State of Nebraska are "public bodies." Neb. Rev. Stat. § 84-1409. In interpreting this section, the Nebraska Attorney General's office determined that an advisory committee to a city's mayor was not a "public body" under Neb. Rev. Stat. § 84-1409. In Op. Att'y Gen. No. 95014 (February 22, 1995), the Attorney General's office stated that the Mayor's Citizen Review Board, appointed by the Mayor of Omaha to advise the Mayor with respect to alleged misconduct of police officers, was not subject to the open meetings statutes, because it did not fall under the definition in § 84-1409. The Attorney General's office explained that "[t]he governing body of the City of Omaha, for purposes of the Public Meeting Statutes, is obviously the Omaha City Council." Thus, an advisory committee to a city council would be considered a public body, but an advisory committee to a city's mayor is not.

Under Neb. Rev. Stat. § 84-1414, "[a]ny motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meeting Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred." A substantial violation is voidable if commenced within one year of the meeting of the public body where the alleged violation occurred. Neb. Rev Stat. § 84-1414. Under certain circumstances a voidable action will not be declared void if it is there is evidence that the action was not taken in secret without either public discussion or public accountability. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 901, 578 N.W.2d 476, 484 (1998), affd, 256 Neb. 1, 588 N.W.2d 589 (1999). In Hansmeyer, the court found that an action by the Nebraska Public Power District (NPPD) approving without proper public notice a $47 million three-year construction project, although voidable, would not be voided. *Id.* The court reasoned that because the project was developed, studied, approved, and budgeted in increments there was no evidence that any decision to undertake the project was made in secret. *Id.*

**Fremont Municipal Code**

The Fremont Municipal Code allows for the creation of both Mayor's committees and Council committees. Fremont Municipal Code § 2-110 is entitled "Mayor's Committees" and states the following:

Mayor's committees may be appointed by the Mayor without Council approval to advise the Mayor in regard to special issues. Mayor's committees are subject to the open meetings law. Findings and recommendations of Mayor's committees shall be submitted to the Mayor and shall be considered as advising the Mayor only and not the Council.

Thus, under the code, a Mayor's committee is a committee which is appointed by the Mayor without Council approval. Such committees are considered to only advise the Mayor and not the Council. Finally, Mayor's committees are simply "subject to" the open

Conversely, “[c]ommittees of the Council may be created by the Mayor and approved by a majority of the Council to advise the Council in regard to special issues.” Fremont Municipal Code § 2-111. Section 2-111 specifically states the following: “Council committees shall conduct their meetings in compliance with the open meetings law, shall maintain minutes of all meetings, and shall submit their minutes, findings, and recommendations to the City Council in writing in a timely manner.” (emphasis added). Thus, Council committees are specifically required to follow the procedures of the Open Meetings Act. They “shall” meet in compliance with the open meetings law. “Shall” is defined as being “used in laws, regulations, or directives to express what is mandatory.” Shall, Merriam-Webster, www.merriam-webster.com/dictionary/shall (last visited Feb. 7, 2019). The language used in section 2-111 is a clear diversion from the “subject to” language in section 2-110. In discerning the meaning of a law, “[t]he components of a series or collection of statutes pertaining to a certain subject matter may be conjunctively considered and construed to determine the intent of the Legislature so that different provisions of the act are consistent, harmonious, and sensible.” In re Estate of Sutherlin, 261 Neb. 297, 300-01, 622 N.W.2d 657, 661 (2001). Given the differing language in Sections 2-110 and 2-111, there was a clear intent to establish different meeting procedures for Mayor’s committees and for Council committees.

The DCHS and UDC Committees

The DCHS committee is a Mayor’s committee. It was appointed by the Mayor without the Council’s approval. Section 2-110 of the Fremont Municipal Code states that Mayor’s Committees are “subject to” the open meetings laws. Under the current Open Meetings Act, Mayor’s committees are not considered “public bodies” and need not follow the procedures of the Act. See, supra. Op. Att’y Gen. No. 95014 (February 22, 1995) (interpreting Neb. Rev. Stat. § 84-1409). Thus, the Mayor’s committees are in compliance with the Open Meetings Act. Unlike Council committees, where it is mandated that Council Committees follow the requirements of the Open Meetings Act and maintain minutes, Mayor’s Committees are to be simply governed and affected by the Open Meetings Act. Should the Act ever be amended to expressly include in its definition of “public bodies” committees which advise a city’s mayor, then the Fremont Municipal Code would require Mayor’s Committees follow the procedures of the Act. Currently, the Open Meetings Act does not govern Mayor’s Committees. As a result, the DHCS Committee, as a Mayor’s committee, is not in violation of the Open Meetings Act or the Fremont Municipal Code.

The UDC Committee is a Council Committee as it was appointed by the Mayor and approved by the City Council. Thus, the UDC Committee is required to follow the procedures set forth in the Open Meetings Act. The UDC Committee failed to follow these procedures. As a result, the UDC Committee meetings were in violation of the Open Meetings Act.
Despite the failure of the UDC Committee to adhere to the Open Meetings Act, such violations have no impact on the Council’s ability to consider the agenda items from the January 8, 2019, City Council Agenda. The City Council is still empowered to perform its functions and duties. The Open Meetings Act is enforced by voiding formal actions taken at an improper meeting. See Neb. Rev. Stat. § 84-1414. The UDC Committee did not take any formal actions, they simply performed advisory functions and at the most only made recommendations. We have no evidence that any motion, resolution, rule, regulation, ordinance or hearings occurred at the meetings. The same is true of the DCHS Committee. Even if it were determined that the DCHS Committee violated the Open Meetings Act, it too did not take any voidable formal action.

January 8, 2019, City Council Agenda Items.

The City Council, itself, has completely complied with the Open Meetings Act regarding the Agenda Items from the January 8, 2019, City Council meeting. At the meeting, the Council continued Agenda Items #8, #19, #20, #21, #22 and Agenda Item #18 to a future meeting to allow for the review of potential open meetings rules violations under the Fremont Municipal Code § 2-110 to 2-112. The Council has sought to ensure its discussion of these items are out in public. Thus, similar to the Hansmeyer case, it is clear from the evidence that the City Council has not attempted to pass the agenda items in secret. As a result, even if it was determined that the UDC Committee’s Open Meetings Act violations impacted the Council’s ability to consider the Agenda Items, a court reviewing the matter would not be required to void any action taken by the Council, because there is no evidence that the Council attempted to secretly or nefariously take the action in question.

CONCLUSION

The UDC Committee is a Council Committee per City code and shall follow the procedures set forth in the Open Meetings Act. In the instances referenced above, those procedures were not followed. However, despite the failure of the UDC Committee to adhere to the Open Meetings Act, such violations have no impact on the Council’s ability to consider the Agenda Items from the January 8, 2019, City Council Agenda. Conversely, the DCHS Committee is a Mayor’s Committee per City code and is not required to follow the procedures set forth in the Open Meetings Act. Thus, the DCHS did not violate the Open Meetings Act, and it has no impact on the Council’s ability to consider the Agenda Items from the January 8, 2019, City Council Agenda.
RESOLUTION NO. 2019-019

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing and requiring the City Attorney to investigate potential Open Meetings Rules violations and to complete and provide a written opinion and report to all members of the Fremont City Council regarding those investigatory findings prior to any further City Council consideration or action, but no later than February 8, 2019, regarding the following items originally included in the January 8, 2019 City Council Agenda:

- Item 18 - Resolution 2019-007
- Item 8 - Ordinance 5890
- Item 19 - Ordinance 5483
- Item 20 - Ordinance 5484
- Item 21 - Ordinance 5485
- Item 22 - Ordinance 5486

WHEREAS, the City Council has the authority to request and direct the actions of the City Attorney; and,

WHEREAS, the members of the City Council seek to ascertain whether documentation exists to assure the City Council that the Open Meetings Laws of Nebraska and the Fremont Municipal Code were fully complied with,

WHEREAS, the City Council seeks to assure compliance with the State and City Open Meetings Rules prior to taking any further action on the aforementioned Resolutions and Ordinances,

NOW THEREFORE BE IT RESOLVED: That the Mayor and City Council accept and approve this resolution requiring that the City Attorney conduct an investigation into any potential Open Meetings violations and provide the requested written opinion and report prior to any further action on the above listed Resolutions and Ordinances, but no later than February 8, 2019.

PASSED AND APPROVED THIS 29TH DAY OF JANUARY, 2019

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk
Tyler,

The opinion offered in the "report" referenced in Item 25 of Tuesday's agenda appears to be contrary to what the Attorney General has formally opined is the law; as the Attorney General's opinion seems to state that ANY COMMITTEE of the City, however formed, appears to be subject to the Open Meetings Act.

As a result, would you please add this email into the Council packets support for Item 25.

*Per the Attorney General opinion document, the Open Meetings Act language interpretation appears as follows (emphasis added):*

**B.** Under § 84-1409(1), public bodies covered by the public meetings statutes include: (1) **governing bodies of all political subdivisions of the State,** (2) governing bodies of all agencies of the executive department of state government created by law, (3) **all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created pursuant to law,** (4) all study or advisory committees of the executive department of the state whether of continuing or limited existence, (5) advisory committees of the governing bodies of political subdivisions, of the governing bodies of agencies of the executive branch of state government, or of independent boards, commissions, etc., and (6) "instrumentalities exercising essentially public functions."

**Committees are subject to the Act.**

These are relevant examples given by the AG:

r. A county clerk, county attorney and county treasurer acting as a group under § 32-567(3) to make an appointment to fill a vacancy on a county board constitute a public body which is subject to the Open Meetings Act. Op. Att’y Gen. No. 97050 (September 18, 1997).

t. In Op. Att’y Gen. No. 15-016 (October 29, 2015), the Attorney General concluded that the Metropolitan Entertainment & Convention Authority [“MECA’’] constituted a hybrid public/private entity subject to the Open Meetings Act. The Attorney General based his conclusion on the fact that MECA was a creation of city ordinance and was responsible for managing and controlling the City of Omaha’s public events facilities.

**Subcommittees** are not subject to the Open Meetings Act.

Again, the Attorney General notes:

- **a. Subcommittees.** Subcommittees of the various bodies described earlier in § 84-1409 are not public bodies under the Open Meetings Act unless a quorum of the public body attends a subcommittee
meeting, or unless those subcommittees are holding hearings, making policy or taking formal action on behalf of the parent body. For example, in Meyer v. Board of Regents of the University of Nebraska, 1 Neb. App. 893, 510 N.W.2d 450 (Neb. Ct. App. 1993), the court indicated that meetings of an executive subcommittee of the University of Nebraska Board of Regents with the University President to discuss his tenure were not subject to the open meetings laws.

"Subcommittee” has been defined and what you describe in your email is not a subcommittee. This is the definition:

i. In City of Elkhorn v. City of Omaha, 272 Neb. 867, 880-881, 725 N.W.2d 792, 805-806 (2007), the court indicated that, while “subcommittee” is not defined in the Open Meetings Act, a subcommittee is generally a “group within a committee to which the committee may refer business.” In addition, “making policy,” which subjects a subcommittee to the Open Meetings Act under § 84-1409, apparently includes “receiving background information about a policy issue to be decided.” Id. In contrast, “nonquorum gatherings” of members of a public body “intended to obtain information or voice opinions” do not seem to involve violations of the Act. Id.

Council Members, please consider the Attorney General's opinion in conjunction with the City Attorney's report - as the City of Fremont may well be at risk if the interpretation given in the report is incorrect.
List of Committees with members (follow link to notices, minutes, reports)

Keno
Susan Jacobus, Michael Kuhns, Scott Schaller

Joint Law Enforcement
Mark Legband, Michael Kuhns, Matt Bechtel, City Administrator, Assistant City Administrator – City, Police Chief

LB840 Film
Susan Jacobus, Michael Kuhns, Scott Schaller, City Administrator, Assistant City Administrator – City

Planning/Unified Development Code
Planning Director, Chair of the Planning Commission, Council President, Assistant City Administrator - City, Mayor

Public Comment
Linda McClain, Susan Jacobus, Glen Ellis

Humane Society Property Purchase
Scott Schaller, John, Anderson, Michael Kuhns, Steve Landholm

Animal Control Advisory
Chief Elliot, Dr. Mark Pettit, Brad Yerger, Susan Jacobus, Tamar Reed

Minutes and notices related to the following items:
Resolution 2019-007
Ordinance 5490
Ordinance 5483
Ordinance 5484
Ordinance 5485
Ordinance 5486
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Lottie Mitchell, Grant Coordinator
DATE: April 10, 2017
SUBJECT: Keno Grant Awards

Recommendation: Approve resolution granting awards to Keno Grant applicants.

BACKGROUND:

Applications to the Fremont Keno Grant Fund are due October 1 and April 1 annually. Two applications were received for the April 1 period. The Keno Grant Fund is budgeted to receive $25,000 for fiscal year 2018. Following the December 1, 2017 awards and the return of unused funds from a December 1 applicant, the fund has a balance of $9,002.50 available to award.

The Keno Advisory Committee met Wednesday, April 4, to review the two applications to the Keno fund. Discussion was had regarding each application. The Committee recommends the following award amounts:

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Project</th>
<th>Requested Amount</th>
<th>Recommended Award Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fremont Avenue of Flags</td>
<td>Veteran's Park</td>
<td>$25,000</td>
<td>$7,000</td>
</tr>
<tr>
<td>Ridge Cemetery Association</td>
<td>Straighten and reset cemetery monuments</td>
<td>$8,000</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

FISCAL IMPACT: $9,000 of budgeted Keno funds.
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Lottie Mitchell, Grant Coordinator
DATE: October 30, 2018
SUBJECT: Keno Grant Awards

Recommendation: Approve resolution awarding Keno Grant applicants.

BACKGROUND: On October 17, 2018, the Keno Advisory Committee met to review the eight Keno applications received. Discussion was had regarding each application. The Committee recommends the following award amounts:

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Project</th>
<th>Requested Amount</th>
<th>Recommended Award Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fremont Avenue of Flags</td>
<td>Veteran’s Memorial Park</td>
<td>$50,000</td>
<td>$7,000</td>
</tr>
<tr>
<td>Friends of Fremont Area Parks</td>
<td>Splash Station Playground</td>
<td>$15,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Catz Angels Rescue</td>
<td>Trap, Neuter, Release Program</td>
<td>$10,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>Archbishop Bergan Catholic School</td>
<td>Chromebooks for Education</td>
<td>$9,600</td>
<td>$1,000</td>
</tr>
<tr>
<td>Set Me Free Project</td>
<td>Fremont Expansion Initiative</td>
<td>$8,896</td>
<td>$1,000</td>
</tr>
<tr>
<td>John C. Fremont Days, Inc.</td>
<td>Zipline during John C. Fremont Days</td>
<td>$5,325</td>
<td>$0 – Withdrawn</td>
</tr>
<tr>
<td>Ridge Cemetery Association</td>
<td>Headstone straightening</td>
<td>$5,000</td>
<td>$0</td>
</tr>
<tr>
<td>Fremont Rural Fire Department</td>
<td>Class A Uniform Project</td>
<td>$3,500</td>
<td>$0</td>
</tr>
</tbody>
</table>

There is currently $25,000 of Keno funds available to award. The committee is recommending awarding $15,000 this round. The deadline to apply for the remaining $10,000 is April 1, 2019. All projects awarded this Fiscal Year 2019 must be completed by August 31, 2019 and final report submitted by September 30, 2019.

FISCAL IMPACT: $15,000 of budgeted Keno funds.
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Brian Newton, City Administrator
DATE: November 27, 2018
SUBJECT: Inter-Local Cooperation Agreement with Dodge County

Recommendation: 1) Approve resolution to authorize the Mayor to execute an Inter-Local Cooperation Agreement with Dodge County, 2) Move to introduce Ordinance.

BACKGROUND: The proposed inter-local cooperation agreement and Ordinance formalizes an initiative between the City and County to jointly plan and own a Joint Public Safety Center on a portion of the Fremont Technology Park. Specifically, the agreement and Ordinance:
   1) Authorizes the current Communications Center Governing Board (PSAP Board) to oversee the planning of a Joint Public Service Center, and
   2) Authorizes the City to convey an undivided one-half interest in the Replat of Outlot "A" (12.20 acres) for the sum of $201,300.00 to Dodge County.

FISCAL IMPACT: $201,300
STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Brian Newton, City Administrator

DATE: December 20, 2018

SUBJECT: Ordinance 5482 – sale of one-half interest in real estate

Recommendation: 1) Move to hold third reading of Ordinance 5482.

BACKGROUND: The Ordinance:

1) Authorizes the City to convey an undivided one-half interest in the Replat of Outlot “A” (12.20 acres) for the sum of $201,300.00 to Dodge County.

FISCAL IMPACT: $201,300
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Lottie Mitchell, Grant Coordinator
DATE: April 24, 2018
SUBJECT: Film Incentive Program Modifications

**Recommendation:** Move to approve resolution approving modifications made to the Film Incentive Program.

**Background:** A request was received to review the Film Incentive Program and to consider the suggested modifications provided.

A Film Incentive Review Committee was formed. The committee reviewed the modifications and has approved the attached Film Incentive Packet.

The most notable change made to the packet is the change to the maximum rebate amount. The original program allowed up to a 20% rebate on local expenditures. The revised program states:

1) Thirty percent (30%) of the LB840 funds received annually are targeted towards film incentives; and
2) A film incentive award cannot exceed thirty percent (30%) of the moneys in LB840, and
3) A film incentive award cannot exceed thirty percent (30%) of the qualified local expenditures.

Other changes included minor items such as re-formatting the permit application and instructions on how to complete the permit application.

It is recommended these changes take affect 10/1/2018. Applications previously approved will follow the guidelines they were approved under.

**Fiscal Impact:** None.
Film Incentive Program
Checklist

Performance-based incentive (grant) guidelines:

☐ Allow 30 days for application process
☐ Must have approval by City Council prior to filming and prior to any expenditure being considered for rebate occurs
☐ Production 100% funded (proof of funding)
☐ Film production company a “for-profit” organization
☐ Filming must generally begin within 60 days after permit approval
☐ Project shall be for exhibition and reasonable commercial exploitation

Not eligible if:

☐ Producer or principals have prior financial obligations, crew mistreatment issues or un-remedied site concerns
☐ Productions where producer withdrew application for eligibility determination
☐ Productions that pay employees less than minimum wage
☐ Productions of one or more segments of a newscast, live broadcast or sporting event
☐ Productions that employ interns without the intern receiving academic credit

Qualified local expenditures to individuals or businesses in Fremont include:

☐ Payments to purchase story and scenario for film,
☐ Payments for set construction and operations, wardrobe, accessories, and related services,
☐ Payments for photography, sound recording and synchronization, lighting, and related services,
☐ Payments for editing, post-production, music, and related services,
☐ Payments for renting facilities and equipment, including location fees,
☐ Payments for other direct costs deemed appropriate by the City,
☐ Leasing of vehicles and Fremont based chartered aircraft for in-state transportation,
☐ Food and lodging up to $150 per day per individual.

Excluding:

☐ Tobacco and alcohol,
☐ A gift greater than $25 in value,
☐ Artwork or jewelry, unless used in film, up to $2,500,
☐ Entertainment, amusement or recreation (wrap parties),
☐ Fringes for non-residents, including actors/performers,
☐ Chartering Fremont aircraft for out-of-state transportation,
☐ Internet purchases unless seller is a Fremont business,
☐ Cell phone reimbursements when billing address is not in Fremont,
☐ Third party expenditures,
☐ Expenditures to a non-profit organization.
Film Incentive Rebate Funding:
1) Thirty percent (30%) of the LB840 funds received annually are targeted towards film incentives; and
2) A film incentive award cannot exceed thirty percent (30%) of the moneys in LB840, and
3) A film incentive award cannot exceed thirty percent (30%) of the qualified local expenditures.

Film Incentive Rebate Program awards are on a first come, first considered basis and are subject to LB840 fund availability.

Estimated local expenditures: ____________ Estimated Incentive: ____________

Additional requirements: (to be part of the Rebate Incentive Program)
☐ E-verify through a federal immigration verification system,
☐ Agree to list “Fremont, Nebraska” and City logo in film credits,
☐ Agree to pay all obligations incurred in Fremont,
☐ Submit draft script,
☐ List anticipated MPAA rating of the film and synopsis.

Reviewer: ___________________________ Recommended Incentive: ____________
City of Fremont Filming Guidelines

Things you need to do before the permit meeting

- Obtain general liability insurance in the amount of $1,000,000.00, naming the City of Fremont as an additionally insured party for the length of the shoot. It will read as follows:
  City of Fremont
  400 East Military Ave
  Fremont, NE 68025

- Send a copy of the liability insurance to the City of Fremont Administration Office (FAO) via fax, 402-727-2667, or email lottie.mitchell@fremontne.gov

- Obtain a film permit application from the FAO or download the permit application from our website at www.fremontne.gov

- Complete page 1 of the film permit application and sign the declaration on the final page. Attach additional pages as needed.

- Call the Administration Office at 402-727-2630 to schedule the review and signing of your permit application.

- An approved Permit Application is required prior to the start of filming activities.

- Contact the City Administrator’s office at 402-727-2630. They will advise whether or not construction/events are happening that may interfere with filming.

- Submit the letter(s) of notification to the FAO. Once the letter(s) are approved, the administration office will contact the necessary departments and get approval. Please see the notification guidelines section for more details. Once you are done with notifying the affected business/residents, attach the letter of notification to the permit.

- Attach a sketch of the filming site, mapping out the placement of work trucks to the permit. If there are street/sidewalk closures or intermittent traffic control, barricades will be available for a fee from the City Street Department. The Street Department will create the necessary traffic control plans and submit a copy of the TCP (traffic control plan) to the Fremont Administration Office.

- Attach a sketch and/or traffic control plan of the exact filming location, listing which roads you wish to close and placement of any work trucks/equipment on the streets and or sidewalks. If you do not have a traffic control plan by the time of the film permit meeting, the City Street Supervisor will need to be at the meeting.

- Contact City of Fremont Police Department at 402-727-2677 to set up an account for use of City of Fremont police officers.
• Ensure the caterer and craft services contact the City Clerk’s Office at 402-727-2633 to obtain the necessary food service permits before filming.

• If you are filming outside of Fremont city limits but still in Dodge County, you must call the Dodge County Clerk at 402-727-2767. They will assist you with all necessary permitting for Dodge County.

Things to remember when filming in Fremont

• Impact to vehicular traffic on any part of 23rd Street requires the Fremont City Administrator’s signature and at least a 5 day notice to process.

• Graffiti is removed daily throughout the City. Please contact the FAO for more information.

• Production vehicles must not block parking lot access/egress ramps, fire hydrants or be parked in fire lanes and must leave at least 20 ft. clearance between vehicles parked on either side of the road for emergency response vehicles to pass. Production vehicles cannot park on 23rd Street or in front of businesses unless loading or unloading.

• Base camp and crew parking shall be at an approved, pre-determined location; preferably a nearby parking lot. If street parking is approved, film notices, with details regarding parking and street usage, shall be given to all neighborhood residents.

• Parking in alleyways is prohibited unless special arrangements are made through the FAO.

Neighborhood notification

The film company must notify affected residents, occupants and businesses, in advance of filming and as instructed by the FAO, of the duration and location of filming and base camp, including information about planned special effects, road and lane closures, no parking requests, sidewalk usage (without obstructing pedestrians) and the time that barricades will be placed on the street.

A template of the required letter of notification is included in this packet. Please use the template when creating your letter of notification for distribution.

If you wish to be in a neighborhood between the hours of 10 p.m. and 7 a.m., you must coordinate this with the FAO. There is a special notification process for this, as well as the need to obtain a noise permit which will be explained to you by the FAO.
Letter of notification guidelines:

The purpose of writing a letter to residents and businesses is to give advance notification of your arrival and describe the filming activities. All letters of notification must be forwarded to the City of Fremont Administration Office for review and approval before the letter is delivered by film company personnel to the neighborhood(s) where filming is proposed to occur. Letters must be received by the resident/business in advance of filming.

Please use the following checklist to ensure your letter includes all relevant details.

- Production company name, working title and type of production are listed.
- Name, title and phone numbers of the location manager, assistant location manager are provided. You must also include the City Grant Coordinator’s phone number (402-727-2630).
- Duration of filming is given (dates and times)
- Date(s) and time of day that production vehicles will arrive at the location as well as wrap time and day must be included.
- Street dressing, gunfire and/or special effects must be included.
- Specifics regarding proposed alternate parking arrangements for permit parkers have been included. It is up to the production company to find alternative parking arrangements suitable to the residents.
- Specifics regarding street closures, intermittent traffic control, sidewalk closure, alternative parking requests for neighborhood/business district must be included.

Ultimately, the letter will provide the affected area with information about what’s going on and let them know the production company is committed to making this a positive experience for them. Please always be gracious, we want everyone to be able to film there again.

Consideration & Disruption

Film crews may only be in residential neighborhoods between the hours of 7 a.m. and 10 p.m., unless by special arrangement through the Fremont Administration Office.

Consideration to Residents/Occupants/Businesses: These persons should be free from any negative environmental conditions resulting from filming including but not limited to, spillover lighting, exhaust fumes or noise that may affect their ability to enjoy their property or conduct their business unless they have been contacted and do not express any objection. Specifically:

Lighting: Lighting for filming should be oriented away from neighboring residences unless residents have been contacted and do not express any objection and should not interfere with the safe movement of traffic.

Noise: The production company must comply with legislation governing noise. If the affected residents/occupants/businesses have been advised in advance of the nature of the noise and do not object, the likelihood of a complaint will be reduced.
Disruption to Residents/Occupants/Businesses: It is the production company's responsibility to ensure that there is a minimum of disruption to residents, occupants, businesses and City employees where filming occurs. This includes ensuring residents, owners and customer's access to their respective premises and ensuring pedestrian and vehicular access to adjoining properties.

Vehicles, Traffic, Parking

Traffic:
- No interference with pedestrian or vehicular traffic is to occur without being noted on the permit and approved by the FAO.

- Production vehicles must comply with appropriate traffic regulations unless stated otherwise on the permit.

- All moving vehicles must comply with regulations governing traffic in city parks/properties unless otherwise noted on the permit.

- Except where a road is closed for filming, where a moving vehicle is involved, the applicant shall adhere to the posted speed limits and to lawful conditions.

Parking and/or Standing:

Production vehicles must not block fire hydrants, be parked in fire lanes and must leave at least 20 ft. clearance between vehicles for emergency response vehicles to pass.

- Production vehicles must not block parking lot access/egress ramps.

Traffic Stoppages: Intermittent traffic stoppages are limited to a maximum of 5 minutes, and must be under the supervision of a Fremont's Overtime Police Officer.

Police/Fire/Ambulance

Filming Activities and Relationship to Police/Fire/Ambulance:

- Appropriate Fire personnel/Fire Marshals are required for the detonation of pyrotechnic special effects.

- The Fremont Fire Department must be advised in advance when the use of flammable liquids/materials and special effects are being planned.

- Fremont Police Officers are required as determined by the FAO for such things as intermittent traffic stoppages and traffic control and/or when required to direct pedestrian or vehicular traffic including those instances involving city parks/properties. You must contact Fremont Police Department in advance of filming to schedule officers. A copy of the permit is to be
shown by the production company to each of the police officers on duty. All costs associated with these requirements are the expense of the applicant.

Responsibilities

**Clean-up**: Production crews must clean the location at the end of the filming day with a minimum amount of noise and disruption and ensure the area is returned to its original or better condition, unless otherwise approved by the FAO or other arrangements are made with an operating Division of the City and noted on the permit, in which case the production company will be billed accordingly.

**Conduct**: It is the responsibility of the production company to ensure that their staff operates in a safe and professional manner in the course of their duties.
Letters of Notification

The purpose of writing a letter to residents and businesses is to give advance notification of your arrival and describe the filming activities.

All letters of notification must be forwarded to the City of Fremont Administration Office for review and approval before the letter is delivered by film company personnel to the neighborhood(s) where filming is proposed to occur.

Letters must be delivered via public notice in the newspaper, local radio and neighborhood posting.

Please use the following checklist to ensure that your letter includes all relevant details.

☐ Production company name, working title and type of production are listed.
☐ Name, title and phone numbers of the location manager, assistant location manager are provided. You must also include the City Grant Coordinator’s phone number (402-727-2630).
☐ Duration of filming is given (dates and times)
☐ Date(s) and time of day that production vehicles will arrive at the location as well as wrap time and day must be included.
☐ Street dressing, gunfire and/or special effects must be included.
☐ Specifics regarding proposed alternate parking arrangements for permit parkers have been included. It is up the production company to find alternative parking arrangements suitable to the residents.
☐ Specifics regarding street closures, intermittent traffic control, sidewalk closure, alternative parking requests for neighborhood/business district must be included.

Ultimately, the letter will provide the affected area with information about what’s going on and let them know the production company is committed to making this a positive experience for them. Please always be gracious, we want everyone to be able to film there again.
Filming in Your Neighborhood

WHO: ____________________________ (Name of production company)

WHAT: ____________________________ (e.g. movie, commercial, photo shoot, etc)

WHERE: ________________________________________ (Address of location)

FILMING ACTIVITY DATE(S): From ____________ To ____________

EXPECTED TIME(S): Date ____________ : Time ____________ to ____________

Date ____________ : Time ____________ to ____________

Neighbors, please note: Dates and times are best estimates and subject to change due to the many variables inherent in the filming process. The production will do its best to give notice of changes, should any occur.

DESCRIPTION OF PRODUCTION ACTIVITIES (Production crew, actors, vehicles and equipment will be in and around the location): Please modify template below to detail your production activities:

Parking

♦ Describe parking restrictions as defined on permit. Include dates/times and detailed description or map of permitted areas.
♦ Indicate barricade placement and when parking will be restricted in the neighborhood, e.g.:

   From ___/___/___ at ___:___ am/pm To ___/___/___ at ___:___ am/pm

   • The ______ side of ______________________ between ______________________
     and ______________________.

   • The ______ side of ______________________ between ______________________
     and ______________________.

Traffic

♦ Describe street/sidewalk and/or closures. Include dates/times and detailed description or map of permitted areas.

Noise

♦ Detail noise variance permit info, generator placement and other noise level variations. Include times/dates of activity.

Thank you for sharing your neighborhood with us during this on-location film shoot. Our crew will do our best to minimize any disruption or inconvenience to you. This production has coordinated with the City of Fremont Administration Office to obtain permits and permissions for this shoot.

If you have questions or concerns about filming activities, please call us as soon as you receive this notice at the numbers listed below and we will make every effort to accommodate you. Thank you!

__________________________________________ (Name) ____________________ (Title)

Mobile Phone: _____________________________ Alternate Phone: _____________________________

If you have any questions or concerns after speaking with us, you may call the City of Fremont Administration Office at 402-727-2630.
Film Incentive Program

The Film Incentive Rebate Program of Fremont offers a performance-based incentive that can rebate a portion of the qualified local expenditures incurred by a production company. All production companies seeking to participate in the Program must submit, with all supporting documents, a Local Option Economic Development Plan Grant application and allow at least 30 days for the application process. All applications must be approved by City Council prior to filming and prior to any expenditures being considered for rebate occur. Productions must be 100% funded and all submissions should be prepared to offer proof of funding. The filming entity (Film Production Company) cannot be a non-profit organization.

Qualifying projects must be intended for exhibition and reasonable commercial exploitation. Regional and national commercials will qualify with proof that they will be broadcasted nationally or regionally.

The following productions are not eligible:

(a) Productions of a producer that has, or whose principals have, a verifiable history of previous production problems that create significant doubt, as determined by the City, regarding the producer’s ability to complete a production in Fremont, Nebraska successfully. The production problems may include, but are not limited to:

(i) Unpaid financial obligations;
(ii) Crew mistreatment; and
(iii) Damage to locations the producer did not repair upon completion of the production.

(b) Productions with respect to which the producer withdraws its application for eligibility determination.

(c) Productions that pay any employee less than minimum wage.

(d) Productions of one or more segments of a newscast, live broadcast or sporting event.

(e) Productions that employ any individual as an “intern” without that individual receiving academic credit.

Based on the information provided in the production company’s application, the City will make an initial determination of whether the production company will be eligible to receive a performance-based incentive. If a production is not selected for the Program, the production company will be notified in writing within 30 days.

If a production company is eligible, the City will determine the maximum rebate amount that can be reimbursed to the production company. Upon approval of the Fremont City Council, the City shall grant conditional written approval to the production company. Failure to obtain written approval prior to beginning significant production activities may result in a forfeiture of eligibility for the performance based incentive.

Qualified local expenditure (Taxable Sales) means a payment made by a production company operating in Fremont to a person or business in Fremont in connection with production activities in Fremont. Qualified local expenditure shall include, but not be limited to:
(a) Payments made in connection with developing or purchasing the story and scenario
to be used for a film;
(b) Payments made for the costs of set construction and operations, wardrobe,
accessories, and related services;
(c) Payments made for the costs of photography, sound recording and synchronization,
lighting, and related services;
(d) Payments made for the costs of editing, post-production, music, and related services;
(e) Payments made for the cost of renting facilities and equipment, including location fees;
(f) Payments for other direct costs incurred by the film production company that are
deemed appropriate by the City;
(g) Leasing of vehicles: not including the chartering of aircraft for out-of-state
transportation, however including Fremont based chartered aircraft for in-state
transportation directly attributable to the production shall be considered a direct
production expenditure; and
(h) Food and lodging: provided that only the first one hundred fifty dollars ($150) of
lodging per individual per day is eligible to be claimed.

The following does not qualify:

(a) Tobacco products and alcoholic beverages;
(b) The value of a gift greater than twenty-five dollars ($25.00);
(c) Artwork or jewelry except when a work of art or a piece of jewelry is used as set
dressing or a prop in the film production (on-camera), then it will qualify for up
to $2,500;
(d) Entertainment, amusement or recreation (this includes wrap parties);
(e) Fringes for non-residents, including actors/performers;
(f) Chartering of Fremont based aircraft for out-of-state transportation;
(g) Purchases made on the internet unless the seller is located in Fremont (proof of
residency required);
(h) Cell phone reimbursements when the billing address is outside of Fremont, Nebraska;
(i) Expenditures incurred and paid by a third party and claimed by the qualified film
production company will not qualify — only expenditures directly incurred and
paid by the qualified film production company (approved and on file with the
City) to the vendor of the services or property will qualify;
(j) Expenditures made to non-profit organizations do not qualify.

Film Incentive Rebate Funding:
1) Thirty percent (30%) of the LB840 funds received annually are targeted
towards film incentives; and
2) A film incentive award cannot exceed thirty percent (30%) of the moneys in
LB840, and
3) A film incentive award cannot exceed thirty percent (30%) of the qualified
local expenditures.

Film Incentive Rebate Program awards are on a first come, first considered basis
and are subject to LB840 fund availability.

All companies entering into the film rebate program with the City of Fremont must E-
verify through 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 of other federal agency authorized to verify the work eligibility status of a newly hired employee.

**Additional requirements:** Projects that have scrolling end credits shall contain an acknowledgement that the production was filmed in “Fremont, Nebraska”. A long-form narrative film production (e.g. feature) shall also include a city logo provided by the City office in the end credits. The Production shall agree to pay all obligations the film production company has incurred in Fremont, Nebraska. The Production Company will submit the most current draft of the complete script as well as the anticipated MPAA rating of the film and a synopsis.

Not every project will qualify for the grant. The City of Fremont is not required to grant projects that include “inappropriate content” or “contains material that violates city code or ordinances”.

Applications can be dropped off to:
- City of Fremont
- Attn: Grant Coordinator
- 400 E. Military Ave
- Fremont, NE 68025
Film Incentive Payout Procedure

Regardless of whether the production is otherwise a qualifying film or television production or whether the City of Fremont has determined the production eligible, rebates from the City of Fremont will only be paid pursuant to and upon the terms and conditions of the film incentive guidelines and approved permit(s).

In order to receive the Film Production Incentive money at the end of production in Fremont the following items must be verified by the City.

The financial information and all backup documentation provided in the Film Incentive Application including:

1. Total Fremont Expenditures (detailed ledger)
2. Total Fremont Payroll Amount and proof of Nebraska income tax withholding (excluding/obscuring individual social security numbers)
3. Total Fremont Vendor Spend (paid to Fremont vendors)
4. Total Fremont Pre-Production Spend
5. Total Fremont Production Spend
6. Total Fremont Post-Production Spend
7. Total Final Budget (entire production, including non-qualified local expenditures)
8. Written certification by the production company the amount of the production company’s actual qualified local expenditures equals or exceeds the minimum amount required to be eligible for the performance-based incentive, and that amount of actual local expenditures submitted is true and accurate.
9. Authorization for the City of Fremont to deduct from the rebate the costs reasonably incurred by the City in verifying the production expenditures in Fremont, Nebraska, including but not limited to, the costs incurred by the City of Fremont in obtaining an outside accounting review, audit, or both, of the financial and other records evidencing the expenditures. The City of Fremont will usually submit the expenditure documentation to an outside accounting firm for a review after the City of Fremont has completed its review. Based on the advice of the outside accounting firm, the City of Fremont may require an audit of the production’s financial records.
10. Crew call sheets
11. List of all locations used in Fremont (include addresses and contact information for locations)
12. Final crew list
13. Final vendor list – include addresses and contact information
14. The production company must provide the City of Fremont proof of completion of the production in the form of a rough cut either of the film/television/media production, or submission of a selection of dailies, either of which will demonstrate original script synopsis. Other proof of completion is subject to approval by the City of Fremont.
15. Promotional materials (such as photos, trailers, and electronic press kits) to the City of Fremont. The City may use such materials strictly for its own archival, governmental relations and marketing purposes. The City shall not grant usage to any other entity or charge for any such usage and shall request additional permission prior to any use other than those listed.
16. At least one poster for promotion of the project (feature film only, due upon completion)
17. Production Company must provide a list of interns and the academic institutions, including contact information, from which such interns are receiving academic credit.

If, after review of the financial information and the backup documentation the City determines that all requirements have been met, the City will issue an incentive payment to the production company.

The City of Fremont may require the company to pay an administrative fee of no more than .5% of the estimated amount of the incentive or $500, whichever is greater.
CITY OF FREMONT, NEBRASKA
REQUEST FOR ASSISTANCE

THIS REQUEST, is made on this__ day of__________ , 20__, by ________________________________
______________________________, located at ________________________________
_________________________________________________ (hereinafter referred to as the "Applicant") to
the City of Fremont, Nebraska (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, Applicant has requested the City to investigate the feasibility of obtaining a Local Option
Economic Development Plan Grant in connection with the financing of a project to be undertaken by Applicant.

NOW, THEREFORE, in consideration of the request the following may be done:

1. City agrees to work with the Applicant to investigate the feasibility of obtaining financing through a
Local Option Economic Development Plan Grant for the Project. City will investigate the financial condition of
Applicant and determine whether or not a Local Option Economic Development Plan Grant Application is
appropriate. City will submit the needed paperwork for a Local Option Economic Development Plan Grant for the
Applicant to the appropriate committees and City Council, if:

   a. Applicant and the Project are within the eligibility criteria of the Local Option Economic Development
      Plan.

2. If the City determines, in its sole discretion, that the Applicant is eligible for a Local Option Economic
Development Plan Grant, then, and in such event, City will advise and consult with the Applicant in the
preparation by the Applicant for a complete set of Grant documents together with supporting exhibits, for the
purpose of making applications for a Local Option Economic Development Plan Grant (hereinafter referred to as
the "Grant Package").

3. Applicant hereby acknowledges that the Applicant is charged with the actual responsibility of
preparing the Grant Package, and that the City's sole responsibility in connection with the preparation of the
Grant Package shall be to consult with and advise the Applicant as needed. The Applicant further acknowledges
that the Applicant will be required to promptly and accurately supply required information concerning the
Project. Applicant also further covenants and agrees that City shall not be liable for any of the debts or obligations
incurred in and for the assistance of benefit of the Applicant. Applicant further agrees that Applicant will hold the
City harmless, and pay all costs and expenses, including attorney's fees, in the event that any claim is made or
lawsuit is filed by or against the City arising out of any transaction with or assistance to the Applicant which may
in any way be connected with the Agreement.

IN WITNESS WHEREOF, the Applicant hereto have executed, caused to be duly executed this Request, and
have affixed or caused to be duly affixed hereto there seal, this______day of__________ , 20___.

Applicant

BY: ________________________________
A. BUSINESS INFORMATION:

Name of Business: ____________________________________________________________

Address: __________________________________________________________________

___________________________________________________________________________
City State Zip

Contact Person: _____________________________________________________________

Phone No. _________________________________________________________________

Email: ____________________________________________________________________

Company website: __________________________________________________________

Phone No. _________________________________________________________________

FAX No. _________________________________________________________________

Project Title: __________________________________________________________________

Total Budget: __________________________________________________________________

Business Classification (Mark One): □ Film/Theatrical □ Film/Documentary

□ Television/Series □ Television/Reality

□ Video/New Media □ Student Films

□ Commercials □ Misc./Other

Federal ID#: ________________________________________ (Attach W-9 form) State

of Incorporation or Formation _______________________________________________

Business Type (Mark One): □ Proprietorship □ Corporation □ Partnership □ LLC

Does the Company have a Parent or Subsidiaries? □ Yes □ No

If Yes, Identify Name: _______________________________________________________

Address: __________________________________________________________________

___________________________________________________________________________
City State Zip
B. **PERSONAL INFORMATION:**

Director: __________________________ Phone No. __________________________

Email: __________________________

Line Producer: __________________________ Phone No. __________________________

Email: __________________________

Accountant: __________________________ Phone No. __________________________

Email: __________________________

Location Manager: __________________________ Phone No. __________________________

Email: __________________________

Legal Representation: __________________________ Phone No. __________________________

Email: __________________________

C. **BUDGET INFORMATION: (Fremont Spend of City Taxable Sales Only)**

<table>
<thead>
<tr>
<th>Categories</th>
<th>Projected Spend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location Site Fees</td>
<td>$ ____________</td>
</tr>
<tr>
<td>Production Facilities</td>
<td>$ ____________</td>
</tr>
<tr>
<td>Construction Facilities/Expenditures</td>
<td>$ ____________</td>
</tr>
<tr>
<td>Equipment Rental</td>
<td>$ ____________</td>
</tr>
<tr>
<td>Purchases/Rentals</td>
<td>$ ____________</td>
</tr>
<tr>
<td>Housing/Living Expenses</td>
<td>$ ____________</td>
</tr>
<tr>
<td>Other (include attachments as need)</td>
<td>$ ____________</td>
</tr>
</tbody>
</table>

D. **SCHEDULE BREAKDOWN: (Fremont Schedule Only)**

Estimated Start: __________________________

Prep/Wrap Period (Days/Weeks): __________________________

Shoot Period (Days/Weeks): __________________________

Project Location:

_____ Within the City Limits of Fremont

_____ Outside of City Limits, but within the Zoning Jurisdiction of Fremont

_____ Unincorporated Area (Dodge County)

E. **ESTIMATED PRODUCTION WORKFORCE:**

_____ Total Number of workforce (estimated number of people on the ground in Fremont)

_____ Total Number of Fremont resident workforce

_____ % of Fremont residents included in entire production force
Complete the attached Financial Statement Form. All Financial Statement information will be kept confidential.

I certify that the above information constitutes a total and complete listing of all information for the above company. Pages 1 and 2 of this application are public information and are subject to public disclosure during the application process.

Name: __________________________ Signature: __________________________

Title: __________________________ Date: __________________________

Return application to:
City of Fremont
Attn: Grant Coordinator
400 E. Military
Fremont, NE 68025
REQUEST FOR PROTECTED RECORD STATUS
(Business Confidentiality Claim)

Name and Address of business and representative making this confidentiality claim (please print or type):

I request the attached/enclosed information (record) provided to the City of Fremont, or any of its agencies (divisions or programs), be considered confidential and given protected status.

Description (optional) of the information (record) which is to be covered by this confidentiality claim and which you believe qualifies for protected status

The following reasons support this claim of business confidentiality. Please check all of the following which apply:

( ) 1. The record provided is a trade secret.

( ) 2. The record is commercial or non-individual financial information and disclosure of the information could reasonably be expected to result in unfair competitive injury to the provider of the information.

( ) 3. The record is commercial or non-individual information and disclosure of the information could reasonably be expected to impair the ability of the City of Fremont, or its agencies, to obtain necessary information in the future.

( ) 4. The record is commercial or non-individual financial information and the interest of the provider in prohibiting access to the information is greater than the interest of the public in obtaining access.

( ) 5. The information would reveal negotiations regarding assistance or incentives offered by or requested from the City of Fremont for the purpose of encouraging a person to expand or locate a business in Fremont, but only if disclosure would result in actual economic harm to the person or place the City of Fremont at a competitive disadvantage. NOTICE: Records evidencing a final contract may not be classified protected under this section.

Statement (a concise written statement supporting a business confidentiality claim is required, use reverse side of this sheet or attach additional sheets if necessary.

NOTE: Claimant shall be notified if a record claimed to be protected is classified public or if the determination is made that the record should be disclosed because the interest favoring access outweigh the interest favoring restriction of access. Records claimed to be protected under this business confidentiality claim will be reviewed by the City Attorney for the City of Fremont for final determination. The City attorney will notify applicant if any documents would be deemed public records.

By ___________________________ Date ___________________________
FINANCIAL STATEMENT FORM
(Confidential Document Information)

The following shall be submitted with separate Financial Package. Financial Package to include detailed preliminary budget for entire production; detailed preliminary budget for Fremont portion of production; copy of insurance policy for production including agent and location, insurance company(s) and location and policy amounts; if project is a "work for hire", a copy of the agreement showing that the applying company is authorized to receive the incentive; distribution plan; and assurances currently in place that ensure financing to complete the production is available, such as completion bond (if available. Written explanation for no Completion Bond if necessary), financial guarantees, etc.

F. BANKING INFORMATION:

Financial Institution: 

Address: 

Account No: (Checking) (Savings) 

Bank Contact: Email: 

Phone No: Fax No: 

G. PAYROLL SERVICE:

Payroll Company: 

Address: 

City State Zip 

Contact: Email: 

Phone No: Fax No: 

H. INSURANCE:

Insurance Company: 

Location: 

Agent: Phone No: 

I. COMPLETION BOND:

Bond Company: 

Address: 

City State Zip 

Contact: Email: 

Phone No: Fax No: 

Film Incentive Packet: Page 19 of 24
J. PROFESSIONAL INDUSTRY REFERENCES:

Company: ____________________________________________________________

Address:_____________________________________________________________
City  State  Zip

Contact: _______________________________  Email: ______________________

Phone No.: _______________________________  Fax No.: ____________________

Company: ____________________________________________________________

Address:_____________________________________________________________
City  State  Zip

Contact: _______________________________  Email: ______________________

Phone No.: _______________________________  Fax No.: ____________________

Company: ____________________________________________________________

Address:_____________________________________________________________
City  State  Zip

Contact: _______________________________  Email: ______________________

Phone No.: _______________________________  Fax No.: ____________________
Date of Application:
permit #

City of Fremont
Film Permit Application
402-727-2630 (O)
402-727-2667 (F)
lottie.mitchell@fremontne.gov

New Application Revised Request

Project Title:
Production Company:
Office Address:
Office Number: Office Fax Number:
Location Manager: Cell Number:
Assistant Location Manager: Cell Number:

Film Location Address: Interior Exterior Prep: (Date & Time) Wrap: (Date & Time)
Begin Filming (Date & Time) End Filming (Date & Time)

Filming Dates/Times must reflect the moment production will arrive at the filming location (i.e. setup) and the time the last production vehicle leaves. Include attachments as needed.

Location of Base Camp(s) Move in (Day, date, & time) Move out (Day, date, & time)

Provide a Brief Description of the Scene Below

<table>
<thead>
<tr>
<th>Intermittent Traffic Control</th>
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<tbody>
<tr>
<td>On: From: To: EB/WB/NB/SB</td>
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<tr>
<td>(street name) (street name) (street name)</td>
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<td>On: From: To: EB/WB/NB/SB</td>
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<table>
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<tr>
<th>Street Closure</th>
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<td>On: From: To: EB/WB/NB/SB</td>
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<td>(street Name) (street Name) (street Name)</td>
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<td>On: From: To: EB/WB/NB/SB</td>
</tr>
<tr>
<td>(street Name) (street Name) (street Name)</td>
</tr>
</tbody>
</table>

Number of Cast & Crew at location:_________
## Department Signatures

All required signatures must be obtained to become a valid permit.

**ENGINEERING DEPARTMENT**  
400 E Military Ave.  
Fremont, NE 68025  
402-727-2636

<table>
<thead>
<tr>
<th>City Representative</th>
<th>Date</th>
</tr>
</thead>
</table>

Barricade Permit: □ N/A □ Required □ Approved □ Denied

<table>
<thead>
<tr>
<th>Permit Fee: ______</th>
</tr>
</thead>
</table>

Comments: 

---

**PARKS DEPARTMENT**  
400 E Military Ave.  
Fremont, NE 68025  
402-727-2630

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<thead>
<tr>
<th>City Park Representative</th>
<th>Date</th>
</tr>
</thead>
</table>

Approved □ Denied

Comments: 

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**FREMONT POLICE DEPARTMENT**  
725 N Park Street  
Fremont, NE 68025  
402-721-2685

<table>
<thead>
<tr>
<th>Police Chief</th>
<th>Date</th>
</tr>
</thead>
</table>

Approved □ Denied

Comments: 

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**FREMONT FIRE DEPARTMENT**  
725 N Park Street  
Fremont, NE 68025  
402-721-2688

<table>
<thead>
<tr>
<th>Fire Chief</th>
<th>Date</th>
</tr>
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</table>

Approved □ Denied

Comments: 

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Department Signatures  

All required signatures must be obtained to become a valid permit.

<table>
<thead>
<tr>
<th>FIRE MARSHAL</th>
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</thead>
<tbody>
<tr>
<td>State Fire Marshal – District B</td>
</tr>
<tr>
<td>438 W Market</td>
</tr>
<tr>
<td>Albion, NE 68620</td>
</tr>
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<td>402-395-2164</td>
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<table>
<thead>
<tr>
<th>Fire Marshal's Office</th>
<th>Date</th>
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☐ Approved  ☐ Denied

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<tr>
<th>Emergency Access Lane</th>
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<thead>
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<table>
<thead>
<tr>
<th>Standby Emergency Team Required</th>
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<td>☐ Yes  ☐ No  ☐ Rescue  ☐ Pumper</td>
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<table>
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<tr>
<th>SOLID WASTE</th>
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<table>
<thead>
<tr>
<th>Solid Waste Representative</th>
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<table>
<thead>
<tr>
<th>FREMONT ADMINISTRATION OFFICE</th>
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</table>

<table>
<thead>
<tr>
<th>400 E Military Ave.</th>
</tr>
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<tr>
<td>Fremont, NE 68025</td>
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<th>City Administration</th>
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</table>

☐ Approved  ☐ Denied

<table>
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<tr>
<th>Comments:</th>
</tr>
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<tbody>
<tr>
<td>__________</td>
</tr>
</tbody>
</table>

Film Incentive Packet: Page 23 of 24
I hereby declare that the enclosed scheduled filming will be conducted in accordance with the requirement and recommendations made by the film permit committee. I understand that violations of ordinances or statutes will not be encouraged or permitted. I also understand that this permit, if approved, may be revoked by any member of the Film Permit Committee, Fremont Police Department, or Fremont Fire Department, if, in their own opinion, any of the following occur: the event becomes a public nuisance, violations of Statues or Ordinances are committed by any participant, any of the recommendations herein referred to as the "Film Permit" are not met. I understand that any significant changes (date, time, logistics, location and the like) to the filming after the date it was reviewed by the Film Permit Department will require that I resubmit the "Film Permit" to the Film Permit Department and/or obtain approval of the changes from the respective departments.

Additionally, I understand that the City of Fremont and the Film Permit Department, will not be held responsible for changes made by the Event Organizer or Participating Entities prior to or during the event.

Signature of Applicant ___________________________ Date ___________________________

Additional Notes: ________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

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______________________________________________________________________________

______________________________________________________________________________
Staff Report

TO: Honorable Mayor and Council
FROM: Don Simon, Building Official
DATE: March 27, 2018
SUBJECT: Municipal Code Amendments

Recommendation: 1) open the public hearing, 2) receive testimony, 3) close the public hearing, 4) move to introduce the ordinance and 5) hold first reading.

Background: Review and consider amendments to Chapter 11 of the Fremont Municipal Code pertaining to zoning and subdivision regulations, hereinafter referred to as the City’s Unified Development Ordinance. Staff has prepared the attached revisions to the UDC.

Regarding (ii) non-substantial additions in floodplain, Article 4, Section 44-405, Subsection 11-405.02, pages 69 – 82 and the definitions. The definition was the same as the State, and that we changed from 10 years to 1 year time.

Regarding (iii) Street Widths Article 11, Subsection 11-703.02, pages 180-181, changing them to 50 feet.

Regarding (iv) Land use tables in Article 11, Section 11-502, Subsection 11-502.01, page 91, to SR – AR – UR changes.

Regarding (v) Lot & width standards for individual homes, Article 11, Subsection 11-602.02, pages 134-135, changes to lot sizes.

Regarding (vi) inserting page numbers, and trying to keep the page numbers for those who print the UDC.

Fiscal Impact: N/A
Staff Report

TO: Planning Commission
FROM: Don Simon, Building Official
DATE: March 19, 2018
SUBJECT: Municipal Code Amendments

Recommendation: 1) open the public hearing, 2) receive testimony, 3) close the public hearing, and 4) move to recommend approval.

Background: Review and consider amendments to Chapter 11 of the Fremont Municipal Code pertaining to zoning and subdivision regulations, hereinafter referred to as the City’s Unified Development Ordinance. Staff has prepared the attached revisions to the UDC.

i. Frontage requirements in Article 6, Section 11-603, Table 11-603.01.01
ii. Non-substantial additions in floodplain, Article 4, Section 11-405, Subsection 11-405.02
iii. Street widths Article 7, Subsection 11-713.02.01 & 11-713.02.02
iv. Land use tables in Article 5, Section 11-502, Subsection 11-502.01
v. Lot & width standards for individual homes Article 6, Subsection 11-602.02
vi. Inserting page numbers.

Fiscal Impact: N/A
Staff Report

TO:          Honorable Mayor and Council
FROM:       Jennifer L. Dam, Planning Director
DATE:       June 26, 2018
SUBJECT:    Fencing Requirements in Residential, Commercial and Industrial areas

Recommendation: 1) open the public hearing, 2) receive testimony, 3) close the public hearing, 4) move to introduce ordinance and 5) hold first reading.

Background:

Section 11-614.02.(E) describes fence materials permitted in residential districts and Section 11-615.02 describes fence materials permitted in commercial districts.

Slatted chain link is permitted in side and rear yards, but not in front yards.

It is not clear if non-slatted chain link is permitted.

It is not clear what is intended by “wire mesh” or if that includes plain chain link.

Today fencing is allowed in the side and rear yards up to a height of 6 feet. The materials can be opaque (i.e. wood).

Fencing is allowed along the front yard line and street side yard line provided that it is no more than 42” high and is no more than 50% opaque. The interpretation has been not to allow chain link.

Chain link is prevalent in residential areas, primarily to fence in rear yards. Some chain link fencing is found in front yards in residential areas. There is a need to clarify if chain link is permitted in residential districts, or in commercial districts for residential uses, a) behind the front yard setback; and 2) within the front yard setback.

Chain link has been used in some commercial areas to enclose garden centers or lumber yards. Section 11-615.03 clarifies that the expectation is for a decorative wall/fence combination. Screening for other districts is also described to require opaque fencing or a wall.
Chain link is prevalent in industrial areas to enclose parking lots, storage areas, and so forth. As with residential districts, clarification is needed to determine whether or not chain link is permissible.

At a joint study meeting with the Planning Commission and City Council, there appeared to be consensus to allow chain link fencing in residential districts as long as it was outside of the front yard/street side yard setback, to allow it within Industrial districts, and to allow slats. The Planning Commission held a public hearing on June 18, 2018.

The staff recommendation was to allow chain link fences in residential districts in the street side yard and front yard as long as it was outside of the setback and to allow it in industrial areas.

The Planning Commission noted that chain link fencing was affordable and perhaps the only type of fencing that some residents could afford to put in.

The Planning Commission also noted that many houses in the older part of town had large front yard setbacks and small rear yards. They noted that the front yard was essentially the only yard space in some areas.

The Planning Commission passed an amendment to the recommendation to allow chain link fencing along the front property lines in residential districts.

The Planning Commission also passed an amendment to allow the Planning Director, instead of the Planning Commission, permit barbed wire or razor wire for security in industrial districts.

The Planning Commission recommended allowing chain link fences in the front yard setback (along the property line) in industrial districts.

The attached diagrams depict fencing in different locations- as allowed today, flush with the side of the house or behind the front yard setback line. The diagrams show a “house” built to the front setback and one that is set back well behind the front setback line.

The “today” diagrams depict the Planning Commission recommendation for residential fencing, which would allow chain link fencing as well as other fencing types that are currently allowed.

The Uniform Development Code, as currently written, is as follows:

Section 11-614.02(E)
1. Allowed Materials. Materials used for fences and walls shall be durable, and of a character commonly used in residential applications, including:
   a. Weather-resistant or pre-finished (painted or sealed) wood;
b. Ornamental wrought iron or powder-coated aluminum (except on fences/walls that are used for screening purposes);
c. Masonry (brick, stucco-finished concrete, split face concrete masonry units, or stone), but not unfinished concrete block; or
d. Any combinations of these materials.

2. Limited Materials.
   a. Slatted chain link is permitted in side and rear yards, not adjacent to a public or private street. (emphasis added)
   b. Wire mesh is only permitted where enclosing sport courts and tennis courts.

3. Prohibited Materials: The following materials are not permitted as fence or wall components; scrap lumber, plywood, tree branches, tree trunks, sheet metal, plastic or fiberglass sheets, barbed wire, spikes, nails, razors, electric currents or other features specifically designed to injure or scratch an individual or animal who attempts to negotiate the fence or wall.

   Exception: Barbed wire is permitted in R Rural districts where enclosing lots or tracts used exclusively for crop production and/or animal husbandry.

Section 11-615.02 Fences and Walls describes fences and walls permitted in nonresidential and mixed-use district. The language is identical to that above referencing fences residential areas but for the exception, which reads:

   Exception: Barbed wire or razor wire may be permitted by the planning commission in the form of a special exception where it can be demonstrated that such security measures are required and cannot be achieved by other means.

Recommendation:

Allow chain link fencing in residential areas in all yards.

Allow chain link fencing as a permissible material in industrial areas. Allow fencing to be within the front yard setback, outside of the required landscape buffer, provided access is not taken from that frontage, in which case, fencing would need to be set back in order to meet site triangle and vision requirements for ingress/egress.

Allow the Planning Director to permit barbed wire or razor wire in industrial areas for security purposes.

Proposed changes are attached.
Staff Report

TO: Planning Commission
FROM: Jennifer L. Dam, Planning Director
DATE: June 12, 2018
SUBJECT: Fencing Requirements in Residential, Commercial and Industrial areas

Recommendation: Approval

Background:

Section 11-614.02.(E) describes fence materials that are permitted in residential districts as:

1. Allowed Materials. Materials used for fences and walls shall be durable, and of a character commonly used in residential applications, including:
   a. Weather-resistant or pre-finished (painted or sealed) wood;
   b. Ornamental wrought iron or powder-coated aluminum (except on fences/walls that are used for screening purposes);
   c. Masonry (brick, stucco-finished concrete, split face concrete masonry units, or stone), but not unfinished concrete block; or
   d. Any combinations of these materials.

2. Limited Materials.
   a. Slatted chain link is permitted in side and rear yards, not adjacent to a public or private street.
   b. Wire mesh is only permitted where enclosing sport courts and tennis courts.

3. Prohibited Materials: The following materials are not permitted as fence or wall components; scrap lumber, plywood, tree branches, tree trunks, sheet metal, plastic or fiberglass sheets, barbed wire, spikes, nails, razors, electric currents or other features specifically designed to injure or scratch an individual or animal who attempts to negotiate the fence or wall.

Exception: Barbed wire is permitted in R Rural districts where enclosing lots or tracts used exclusively for crop production and/or animal husbandry.

Section 11-615.02 Fences and Walls describes fences and walls permitted in nonresidential and mixed-use district. The language is identical to that above referencing fences residential areas but for the exception, which reads:
Exception: Barbed wire or razor wire may be permitted by the planning commission in the form of a special exception where it can be demonstrated that such security measures are required and cannot be achieved by other means.

The language spells out requirements for “slatted chain link” but not for plain chain link. It is not clear what is intended by “wire mesh” or if that includes plain chain link.

Chain link is prevalent in residential areas, primarily to fence in rear yards. Some chain link fencing is found in front yards in residential areas. There is a need to clarify if chain link is permitted in residential districts, or in commercial districts for residential uses, a) behind the front yard setback; and 2) within the front yard setback.

Chain link has been used in some commercial areas to enclose garden centers or lumber yards. Section 11-615.03 clarifies that the expectation is for a decorative wall/fence combination. Screening for other districts is also described to require opaque fencing or a wall.

Chain link is prevalent in industrial areas to enclose parking lots, storage areas, and so forth. As with residential districts, clarification is needed to determine whether or not chain link is permissible.

At a joint study meeting with the Planning Commission and City Council, there appeared to be consensus to allow chain link fencing in residential districts as long as it was outside of the front yard/street side yard setback, within Industrial districts, and with slats.

Recommendation:

Allow chain link fencing in residential areas in the rear and side yards and (without slats) outside of the front yard setback.

Allow chain link fencing as a permissible material in industrial areas. Allow fencing to be within the front yard setback, outside of the required landscape buffer, provided access is not taken from that frontage, in which case, fencing would need to be set back in order to meet site triangle and vision requirements for ingress/egress.

Proposed changes are attached.
Staff Report

TO: Honorable Mayor and Council
FROM: Jennifer L. Dam, Planning Director
DATE: June 26, 2018
SUBJECT: Open Space requirements in residential districts

Recommendation: 1) open the public hearing, 2) receive testimony, 3) close the public hearing, 4) move to introduce ordinance and 5) hold first reading.

Background:

Section 11-602.01 Development Standards and 11-706.07 set out standards for open space as it relates to lot development and subdivisions (see below). As defined, the open space ratio is land that is to be set aside for common use of the space.

The early drafts of the UDC had fewer residential districts and sub-districts. Additionally there were lower open space ratios. The minimum open space ratio for the “Standard 1” and “Standard II” districts was 10% and 15% respectively.

The former Planning Director interpreted open space as the area within the required yard. However, the definition clearly discusses “common” use of the open space. Additionally, the allowable impervious surface coverage in both the draft and the adopted UDC are the same. A review of the early drafts of the UDC made it clear that the intent was to provide a set aside for open space.

The Open Space ratios in the adopted UDC are 50% for “Standard 1” and “Standard 2” single family dwellings and 30% for multi-family dwellings. These ratios are onerous to any developer for open space set asides.

This issue was discussed at a joint study session between the City Council and the Planning Commission on June 4, 2018.

There seemed to be consensus that the existing UDC open space requirements should be changed, with the exception of “cluster” subdivisions. Cluster subdivisions are created with the intent of preserving open space.

There seemed to be a consensus that a 5% open space ratio was appropriate for Standard I and Standard II lots, as well as for duplex and townhouse lots.

The discussion centered on open space being useable open spaces, trails, and conservation areas. Open space was not considered to be required yards.

There was some discussion about allowing a fee payment in lieu of providing open space in a development. Someone suggested $100/lot.

Private open space was desired for apartments. It was suggested that 100 square feet per unit be set aside. There was not consensus at the study session regarding recreational facilities for multi-family housing.
There was a desire to add language that would allow the City Council to adjust the requirements for previously approved preliminary plats, or in the event that the property had special circumstances that made the provision of open space difficult.

The Planning Commission held a public hearing on this item on June 18 2018.

The Planning Commission heard several members of the public speak on this item. The consensus was that there was a need to change the table.

Several members of the Planning Commission indicated that they thought the maximum coverage and setback requirements in each zoning district provided sufficient open space.

There was general support for a park fee added to all building permits for commercial and residential uses.

The Planning Commission recommended removing the open space ratio column, removing paragraph 11-602.01 (3) that defined the minimum open space ratio, not to add the 100 square feet per multi-family unit, and not to add language that allowed the City Council to be able to make adjustments to open space. The motion carried 6-0 with one abstention (due to a conflict of interest).

Multi-family developments could have little green space if maximized under the UDC regulations, particularly in the UR district. I would recommend increasing the minimum lot area per unit to 1,250 in the UR district. Please note: the attached ordinance would need to be amended to reflect this.

A park fee should be added to the building permit fees to aid in the development of parks and trails.

**Recommendation:** Approve the ordinance

**11-602.01 Development Standards**

A. Generally. The minimum or average lot size, minimum open space ratio, maximum gross density, minimum area of development, and utility requirements for each district and neighborhood type are as set out in Table 11-602.01, **Residential Development Standards**.

B. Application. These standards apply to all subdivisions or resubdivisions of property and to all residential developments including but not limited to single-family detached, single-family attached, and multiple family developments.

C. Interpretation of Table. The table may be interpreted as follows:

1. District and Neighborhood Type sets out the zoning districts (shaded in gold) and the individual neighborhood types permitted within them.

2. Minimum or Average Lot Size sets out the minimum or average lot size that is used to establish the gross density for each neighborhood type. (See Table 11-602.02.01., **Single-Family Detached Lot and Building Standards** and Table 11-602.02.02., **Single-Family Attached and Multiple Family Lot and Building Standards** for the lot dimensions, setbacks, and building heights and coverage ratios.)

3. Minimum Open Space Ratio ("OSR") sets out the minimum amount of common, shared open space that is required for each district and neighborhood type. This open space may be used for resource protection (e.g., floodplains, wetlands or riparian areas, woodlands, etc.) and to meet buffering and parkland dedication requirements.

4. Maximum Gross Density sets out the maximum number of dwelling units per acre for each district and neighborhood type.
5. Minimum Area of Development sets out the minimum area of land required to develop a neighborhood.

6. Utility Requirement sets out whether on-site utilities (well and septic) are allowed or whether public utilities are required for each neighborhood type. This requirement is based on the minimum lot size and gross density of development.

D. Adjustments and Changes

1. Necessary or requested adjustments or changes to the requirements of Table 11-602.01 Residential Development Standards may only be made by reason of:
   a. Preliminary Plats approved prior to the date of adoption of this ordinance;
   b. Site constraints or impracticalities that are due to special conditions of the property;
   c. Conditions that have not been brought about by action of the applicant or owner.

2. In these instances, the City Council may consider authorizing a special exception, or if the standards of approval may not be met, by considering approval, approval with conditions, or denial of the request for adjustment.

<table>
<thead>
<tr>
<th>District and Neighborhood Type</th>
<th>Minimum or Average Lot Size</th>
<th>Minimum Open-Space Ratio ((\text{&quot;OSR&quot;}))</th>
<th>Maximum Gross Density</th>
<th>Minimum Area of Development</th>
<th>Utility Requirement</th>
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<tr>
<td>Farm</td>
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<td>Ranchette</td>
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<tr>
<td>Planned</td>
<td>1 ac.</td>
<td>70%</td>
<td>1.0</td>
<td>3</td>
<td>Public</td>
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<tr>
<td>Lake</td>
<td>n/a²</td>
<td>70%</td>
<td>1.00</td>
<td>3</td>
<td>Public²</td>
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<tr>
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<td>n</td>
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<td>50%</td>
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<tr>
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<td>4.84</td>
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<td>40%</td>
<td>10.33</td>
<td>1</td>
<td>Public</td>
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<tr>
<td>Multifamily</td>
<td>1,750 sf.</td>
<td>30% 100 sq ft/unit</td>
<td>12.00</td>
<td>2</td>
<td>Public</td>
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<tr>
<td></td>
<td>SF</td>
<td>%</td>
<td>#</td>
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<td>Duplex</td>
<td>2,250</td>
<td>50%</td>
<td>16.14</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Townhouse</td>
<td>1,500</td>
<td>40%</td>
<td>20.07</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Multifamily</td>
<td>1,000</td>
<td>40%</td>
<td>24.00</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Mobile Home*</td>
<td>4,500</td>
<td>50%</td>
<td>9.68</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

**TABLE NOTES:**

1. In certain circumstances, a greater open space ratio may be required to protect floodplains. In each district, the planned neighborhood offers the highest density with the greatest amount of open space for resource protection purposes. See Section 11-405.02., Floodway (FW) Overlay and Flood Fringe (FF) Overlay Districts.

2. On-site utilities (well and septic) are allowed where approved by the zoning administrator as part of the site plan approval process.

3. Unit area requirements shall be set forth by a Condominium or Property Owners Association as part of Condominium or Property Owners Declaration, and shall be governed by the same, so long as all other development standards identified herein are satisfied.

4. The maximum size of a mobile home park or subdivision is 15 acres.

5. Tornado shelters shall be provided in mobile home parks and subdivisions. The shelter(s) shall be built according to the recommendations of the Civil
Staff Report

TO: Planning Commission

FROM: Jennifer L. Dam, Planning Director

DATE: June 13, 2018

SUBJECT: Open Space requirements in residential districts

Recommendation: 1) open the public hearing, 2) receive testimony, 3) close the public hearing, and 4) move to recommend approval.

Background:

Section 11-602.01 Development Standards and 11-706.07 set out standards for open space as it relates to lot development and subdivisions (see below). As defined, the open space ratio is land that is to be set aside for common use of the space.

The early drafts of the UDC had fewer residential districts and sub-districts. Additionally there were lower open space ratios. The minimum open space ratio for the “Standard I” and “Standard II” districts was 10% and 15% respectively.

The former Planning Director interpreted open space as the area within the required yard. However, the definition clearly discusses “common” use of the open space. Additionally, the allowable impervious surface coverage in both the draft and the adopted UDC are the same. A review of the early drafts of the UDC made it clear that the intent was to provide a set aside for open space.

The Open Space ratios in the adopted UDC are 50% for “Standard 1” and “Standard 2” single family dwellings and 30% for multi-family dwellings. These ratios are onerous to any developer for open space set asides.

This issue was discussed at a joint study session between the City Council and the Planning Commission on June 4, 2018.

There seemed to be consensus that the existing UDC open space requirements should be changed, with the exception of “cluster” subdivisions. Cluster subdivisions are created with the intent of preserving open space.

There seemed to be a consensus that a 5% open space ratio was appropriate for Standard I and Standard II lots, as well as for duplex and townhouse lots.

The discussion centered on open space being useable open spaces, trails, and conservation areas. Open space was not considered to be required yards.

There was some discussion about allowing a fee payment in lieu of providing open space in a development. Someone suggested $100/lot.
Private open space was desired for apartments. It was suggested that 100 square feet per unit be set aside. There was not consensus at the study session regarding recreational facilities for multi-family housing.

There was a desire to add language that would allow the City Council to adjust the requirements for previously approved preliminary plats, or in the event that the property had special circumstances that made the provision of open space difficult.

Recommendation: Approve the text follow below that would:

1. Retain an open space requirement for cluster developments
2. Require that multi-family developments provide 100 square feet of open space per unit.
3. Require a .10 open space ratio for Standard I lots, a .15 open space ratio for Standard II lots, and a .15 open space ratio for duplex and townhouse lots or an in lieu of park fee of $100 to ensure that the City can develop adequate park space to serve the developments in the future.

11-602.01 Development Standards

A. Generally. The minimum or average lot size, minimum open space ratio, maximum gross density, minimum area of development, and utility requirements for each district and neighborhood type are as set out in Table 11-602.01, Residential Development Standards.

B. Application. These standards apply to all subdivisions or resubdivisions of property and to all residential developments including but not limited to single-family detached, single-family attached, and multiple family developments.

C. Interpretation of Table. The table may be interpreted as follows:

1. District and Neighborhood Type sets out the zoning districts (shaded in gold) and the individual neighborhood types permitted within them.

2. Minimum or Average Lot Size sets out the minimum or average lot size that is used to establish the gross density for each neighborhood type. (See Table 11-602.02.01., Single-Family Detached Lot and Building Standards and Table 11-602.02.02., Single-Family Attached and Multiple Family Lot and Building Standards for the lot dimensions, setbacks, and building heights and coverage ratios.)

3. Minimum Open Space Ratio ("OSR") sets out the minimum amount of common, shared open space that is required for each district and neighborhood type. This open space may be used for resource protection (e.g. floodplains, wetlands or riparian areas, woodlands, etc.) and to meet buffer and parkland dedication requirements. The City Council may approve payment of a fee in lieu of common open space at the time of preliminary plat approval for Standard I and Standard II residential lots, duplex and townhouse lots.

4. Maximum Gross Density sets out the maximum number of dwelling units per acre for each district and neighborhood type.

5. Minimum Area of Development sets out the minimum area of land required to develop a neighborhood.

6. Utility Requirement sets out whether on-site utilities (well and septic) are allowed or whether public utilities are required for each neighborhood type. This requirement is based on the minimum lot size and gross density of development.

D. Adjustments and changes

1. Necessary or requested adjustments or changes to the requirements of Table 11-602.01 Residential Development Standards may only be made by reason of:
   a. Preliminary Plats approved prior to the date of adoption of this ordinance;
   b. Site constraints or impracticalities that are due to special conditions of the property;
   c. Conditions that have not been brought about by action of the applicant or owner
2. *In these instances, the City Council may consider authorizing a special exception, or if the standards of approval may not be met, by considering approval, approval with conditions, or denial of the request for adjustment.*

<table>
<thead>
<tr>
<th>District and Neighborhood Type</th>
<th>Development</th>
<th>Utility Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum or Average Lot Size</td>
<td>Minimum Open Space Ratio (&quot;OSR&quot;)¹</td>
</tr>
<tr>
<td>Rural *</td>
<td>20 ac.</td>
<td>90% 0</td>
</tr>
<tr>
<td>Acreage</td>
<td>10 ac.</td>
<td>90% 0</td>
</tr>
<tr>
<td>Ranchette</td>
<td>3 ac.</td>
<td>80% 0</td>
</tr>
<tr>
<td>Planned</td>
<td>1 ac.</td>
<td>70% 0</td>
</tr>
<tr>
<td>Lake</td>
<td>n/a³</td>
<td>70% 0</td>
</tr>
<tr>
<td>Suburban Residential (SR)</td>
<td>3 ac.</td>
<td>80% 0</td>
</tr>
<tr>
<td>Estate</td>
<td>1 ac.</td>
<td>70%</td>
</tr>
<tr>
<td>Planned</td>
<td>14,000 sf.</td>
<td>60%-5%</td>
</tr>
<tr>
<td>Standard I</td>
<td>11,000 sf.</td>
<td>50%-5%</td>
</tr>
<tr>
<td>Standard II</td>
<td>8,000 sf.</td>
<td>50%-5%</td>
</tr>
<tr>
<td>Duplex</td>
<td>4,500 sf.</td>
<td>50%-5%</td>
</tr>
<tr>
<td>Townhouse</td>
<td>3,500 sf.</td>
<td>40%-5%</td>
</tr>
<tr>
<td>Multifamily</td>
<td>2,750 sf.</td>
<td>30% 100 sq ft/ unit</td>
</tr>
</tbody>
</table>

Auto-Urban Residential (AR), Suburban Commercial (SC), General Commercial (GC), and Campus/University (CU)

| Cluster                        | 1 ac.        | 70%                 | 1.00                  | 3                         | Public   |
| Planned                       | 12,000 sf.   | 60%-5%              | 3.63                  | 1                         | Public   |
| Standard I                    | 8,750 sf.    | 50%-5%              | 5.30                  | 1                         | Public   |
| Standard II                   | 5,750 sf.    | 50%-5%              | 6.98                  | 1                         | Public   |
| Duplex                        | 3,250 sf.    | 50%-5%              | 8.65                  | 1                         | Public   |
| Townhouse                     | 2,500 sf.    | 40%-5%              | 10.33                 | 1                         | Public   |
| Multifamily                   | 1,750 sf.    | -30% 100 sq ft/ unit| 12.00                 | 2                         | Public   |

Urban Residential (UR), and Downtown Commercial (DC)

| Planned                       | 10,000 sf.   | 60%-5%              | 4.36                  | 1                         | Public   |
| Standard I                    | 6,750 sf.    | 50%-5%              | 8.28                  | 1                         | Public   |
| Standard II                   | 3,500 sf.    | 50%-5%              | 12.21                 | 7                         | Public   |
| Duplex                        | 2,250 sf.    | 50%-5%              | 16.14                 | 5                         | Public   |
| Townhouse                     | 1,500 sf.    | 40%-5%              | 20.07                 | 6                         | Public   |
| Multifamily                   | 1,000 sf.    | -30% 100 sq ft/ unit| 24.00                 | 1                         | Public   |

Mobile Home (MH)

| Mobile Home*                  | 4,500 sf.    | 50%-5%              | 9.68                  | 3                         | Public   |

*Please note that "Public" indicates the type of utility requirement.
<table>
<thead>
<tr>
<th>TABLE NOTES:</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
Staff Report

TO: Honorable Mayor and Council
FROM: Jennifer L. Dam, Planning Director
DATE: June 26, 2018
SUBJECT: Changes to UDC table 11-502.02 and 11-504.02 to allow child care centers in residential and R districts as a conditional use.

Recommendation: 1) open the public hearing, 2) receive testimony, 3) close the public hearing, 4) move to introduce ordinance and 5) hold first reading.

Background:

The UDC does not allow Child Care Centers in the residential or R districts. Family Child Care Homes are permitted in residential districts. Child Care Centers are larger and often commercially oriented.

The former zoning ordinance allowed Child Care Centers as conditional uses.

The First Lutheran Church would like to add a child care center.

Churches and other institutional uses often have the space, parking, drop-off spaces, and playground to accommodate such uses. They are frequently located in rural or residential zoning districts.

A Child Care center in a church or institutional use should not have a greater impact than the use itself, provided that adequate parking, circulation and play areas are available.

A conditional use permit would ensure that any negative impacts were mitigated.

The Planning Commission held a public hearing on June 18, 2018 and recommended approval 7-0.

Recommendation:

Recommend approval to the attached change to the UDC that will allow Child Care as a conditional use in the R and residential districts.
Staff Report

TO: Planning Commission

FROM: Jennifer L. Dam, Planning Director

DATE: June 6, 2018

SUBJECT: Changes to UDC table 11-502.02 and 11-504.02 to allow child care centers in residential and R districts as a conditional use.

Recommendation: 1) open the public hearing, 2) receive testimony, 3) close the public hearing, and 4) move to recommend approval.

Background:

The UDC does not allow Child Care Centers in the residential or R districts. Family Child Care Homes are permitted in residential districts. Child Care Centers are larger and often commercially oriented.

The former zoning ordinance allowed Child Care Centers as conditional uses.

The First Lutheran Church would like to add a child care center.

Churches and other institutional uses often have the space, parking, drop-off spaces, and playground to accommodate such uses. They are frequently located in rural or residential zoning districts.

A Child Care center in a church or institutional use should not have a greater impact than the use itself, provided that adequate parking, circulation and play areas are available.

A conditional use permit would ensure that any negative impacts were mitigated.

Recommendation:

Recommend approval to the attached change to the UDC that will allow Child Care as a conditional use in the R and residential districts.
Staff Report

TO: Honorable Mayor and Council
FROM: Jennifer L. Dam, Planning Director
DATE: June 26, 2018
SUBJECT: Bars, restaurants and liquor sales in LI and GI districts

Recommendation: 1) open the public hearing, 2) receive testimony, 3) close the public hearing, 4) move to introduce ordinance and 5) hold first reading.

Background:

An applicant came forward requesting a liquor license for a bar at a property in the GI industrial district. The property had previously been used as a bar and there is a pre-existing bar/restaurant across the street. An existing restaurant is adjacent to the proposed bar.

Alcoholic beverage sales (off-sale) are conditional uses in the LI district and are not allowed in the GI district. They were classified the same in the prior zoning ordinance.

Bar/Taverns are not allowed in either the LI or GI districts. They were permitted uses in the prior zoning code.

Restaurants are conditional uses in the LI district and are not permitted in the GI district. They were conditional uses in the prior zoning code.

There are a number of non-conforming bars and restaurants in industrial districts.

These uses require adequate parking, circulation and access. Additionally, liquor sales and bars are required to be a distance from residences, churches and schools.

There are areas in the LI and GI districts that can readily accommodate bars, restaurants or off-sale liquor sales. There are also areas that may not be appropriate for such uses in these zoning districts.

A conditional use permit would allow review of the use by the Planning Commission and City Council.

The Planning Commission held a public hearing on this item on June 18, 2018. There was no testimony in favor or opposition. The Planning Commission voted to recommend approval 7-0.

Recommendation: Move approval of a change to allow liquor sales, bars/taverns and restaurants by conditional use permit in the LI and GI zoning districts.
Staff Report

TO: Planning Commission
FROM: Jennifer L. Dam, Planning Director
DATE: June 6, 2018
SUBJECT: Bars, restaurants and liquor sales in LI and GI districts

**Recommendation:** 1) open the public hearing, 2) receive testimony, 3) close the public hearing, and 4) move to recommend approval.

**Background:**

An applicant came forward requesting a liquor license for a bar at a property in the GI industrial district. The property had previously been used as a bar and there is a pre-existing bar/restaurant across the street. An existing restaurant is adjacent to the proposed bar.

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These uses require adequate parking, circulation and access. Additionally, liquor sales and bars are required to be a distance from residences, churches and schools.

There are areas in the LI and GI districts that can readily accommodate bars, restaurants or off-sale liquor sales. There are also areas that may not be appropriate for such uses in these zoning districts.

A conditional use permit would allow review of the use by the Planning Commission and City Council.

**Recommendation:** Move approval of a change to allow liquor sales, bars/taverns and restaurants by conditional use permit in the LI and GI zoning districts.
Staff Report

TO: Honorable Mayor and Council
FROM: Jennifer Dam, Planning Director
DATE: June 26, 2018
SUBJECT: Proposed Changes to Table 11-603.01.01 relating to minimum street frontage and minimum lot area

Recommendation: 1) open the public hearing, 2) receive testimony, 3) close the public hearing, 4) move to introduce ordinance and 5) hold first reading.

Background: The update of the UDC removed the requirements for minimum lot area and changed the street frontage requirements in non-residential areas.

Street frontage is defined in the UDC as the measurement of the lot line adjacent to the street.

The minimum street frontage as shown in the UDC, particularly in the GC, BP, LI and GI districts was increased significantly from the former zoning regulations.

The minimum street frontage in the UDC does not easily allow “pie shaped” lots, such as found on cul-de-sacs. Often the street frontage for such lots is in the range of 5- to 60 feet.

Reducing the street frontage requirement and adding a minimum lot area requirement helps ensure that parcels in commercial districts are of sufficient size for a permitted use.

The recommended minimum lot areas in the SC, GC and BP districts are the same as the prior zoning code. The recommended minimum lot area in the LI and GI districts are increased from 5,000 to 10,000 square feet to ensure an adequate size in industrial areas.

The proposed minimum street frontages are the same as in the prior code.

The DC district in the previous code showed a “0” frontage and lot area requirement. This allows lots and developments of any size in that district. It also allows lots that do not front upon a street but take access via an easement. This allows a variety of development in the downtown area.

The Planning Commission held a public hearing on this item on May 21 and June 18. The questions that were asked at the May 21 meeting regarding the DC district were answered at the June 18 meeting. The Planning Commission voted to recommend approval 6-0 with on abstention due to a conflict of interest.
Fiscal Impact: N/A
Staff Report

TO: Planning Commission
FROM: Jennifer Dam, Planning Director
DATE: June 18, 2018

SUBJECT: Proposed Changes to Table 11-603.01.01 relating to minimum street frontage and minimum lot area

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Fiscal Impact: N/A
Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, Planning Director
DATE: August 23, 2018
SUBJECT: Changes to section 11-303 to 11-313

Recommendation: 1) Open Public Hearing; 2) Receive Testimony; 3) Close Public Hearing; 4) Hold First Reading

Background:

The update to the UDC indicated that the Planning Commission would have the authority to approve Preliminary Plats.

The City Council does not desire to relinquish that authority.

This text amendment clarifies that the Planning Commission makes a recommendation to the City Council for preliminary plats and that the City Council has the authority to approve or disapprove final plats, preliminary plats and conditional use permits.
Staff Report

TO: Planning Commission
FROM: Jennifer L. Dam, Planning Director
DATE: August 16, 2018
SUBJECT: Changes to section 11-303 to 11-313

Recommendation: Approval

Background:

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Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, Planning Director
DATE: August 23, 2018
SUBJECT: Changes to section 11-502 to 11-504

Recommendation: 1) Open Public Hearing; 2) Receive Testimony 3) Close Public Hearing 4) Hold First Reading

Background:

The UDC does not allow small animal boarding facilities or small animal veterinary services in the GI zoning district.

The prior zoning code allowed kennels and veterinary services as a permitted use in the GI district.

The Humane Society is located in a GI district.

Allowing small animal boarding facilities and small veterinary services in the GI district by conditional use permit would ensure a review of the use to make sure that there are not heavy industrial uses in the vicinity of a proposed use that would negatively impact small animals.

The DC district allows small animal boarding facilities and small veterinary services as a conditional use, however, outside exercise areas are not allowed.

The prior zoning code did not allow kennels in the DC district but did allow pet services and veterinary services. There were no restrictions regarding outside exercise areas.

There is a dog rescue shelter located in the DC district with an outdoor exercise area.

The proposed text change would allow small animal boarding facilities and small animal veterinary services as a conditional use in the DC and GI districts.

Additionally, the proposed change would not require small animal boarding facilities to be located with veterinary services.

The distance requirement has been simplified to be within 300 feet of a residential district or public park. The DC district can have residences on the upper floors of a building. Provided that care is taken to minimize noise, the uses are not incompatible.

The proposed change specifies that a 6’ opaque fence must enclose an exercise area.
The proposed change allows outdoor exercise areas in the DC and GI district provided that it abut other commercial, industrial or rural districts.
Staff Report

TO: Planning Commission
FROM: Jennifer L. Dam, Planning Director
DATE: August 16, 2018
SUBJECT: Changes to section 11-502 to 11-504

Recommendation: Approval

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The proposed text change would allow small animal boarding facilities and small animal veterinary services as a conditional use in the DC and GI districts.

Additionally, the proposed change would not require small animal boarding facilities to be located with veterinary services.

The distance requirement has been simplified to be within 300 feet of a residential district or public park. The DC district can have residences on the upper floors of a building. Provided that care is taken to minimize noise, the uses are not incompatible.

The proposed change specifies that a 6’ opaque fence must enclose an exercise area.

The proposed change allows outdoor exercise areas in the DC and GI district provided that it abut other commercial, industrial or rural districts.
Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, Planning Director
DATE: August 23, 2018
SUBJECT: Changes to Section 11-826 of the UDC and Chapter 8 of the Municipal Code related to Temporary Signs

Recommendation: 1) Open Public Hearing; 2) Receive Testimony; 3) Close Public Hearing; 4) Hold First Reading

Background:

Section 11-826 of the UDC regulates temporary signs.

Section 8-619 of the Fremont Municipal Code also regulates temporary signs in the right of way.

The two sections contradict one another.

The proposed change to Chapter 11 would make the two chapters consistent. Associated changes to Chapter 8 will be brought forward for the City Council to consider at the same time this change is presented to the City Council.

This proposed change would allow campaign signs to be placed in the right-of-way in residential and commercial districts for up to 60 days prior to an election.

The size of a sign in a residential district would be limited to 6 square feet.

The size of a sign in a commercial district would be limited to 9 square feet.

The signs would not be allowed to be located in a sight triangle or otherwise obstruct traffic.

The proposed change to Chapter 8 deletes a portion of the language regarding temporary signs in residential districts and clarifies that campaign related signs may be in place for 60 days prior to an election.
Staff Report

TO: Planning Commission
FROM: Jennifer L. Dam, Planning Director
DATE: August 16, 2018
SUBJECT: Changes to section 11-826

Recommendation: Approval

Background:

Section 11-826 of the UDC regulates temporary signs.

Section 8-619 of the Fremont Municipal Code also regulates temporary signs in the right of way. The two sections contradict one another.

The proposed change to Chapter 11 would make the two chapters consistent. Associated changes to Chapter 8 will be brought forward for the City Council to consider at the same time this change is presented to the City Council.

This proposed change would allow campaign signs to be placed in the right-of-way in residential and commercial districts for up to 60 days prior to an election.

The size of a sign in a residential district would be limited to 6 square feet.

The size of a sign in a commercial district would be limited to 9 square feet.

The signs would not be allowed to be located in a sight triangle or otherwise obstruct traffic.
Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, Planning Director
DATE: October 4, 2018
SUBJECT: Changes to section 11-706.05.C.4 and 11-920 of the UDC


Background:

The Planning Commission held a public hearing on this item on September 17, 2018.

A set of definitions from other communities were introduced by the Planning Director at that meeting. Previously a member of the public had contacted her and asked about the definition and whether the definition used by Lincoln could be substituted. That definition clarifies that an outlot could be used for future occupancy if it is replatted.

The Planning Commission voted unanimously to approve the change with the definition used by Lincoln.

Outlots were not defined or identified in the UDC.

Outlots are used for parcels of ground that are reserved for uses that are not buildable such as open space or drainage ways. Designating the parcel as an “outlot” provides clarity as to the purpose of the parcel.

These proposed changes define “outlot” and provide that access to such a parcel will be provided.

11-706.05. Lots

C. Access and Frontage.

4. Outlots shall be provided with access to and frontage upon a public or private street when at all feasible. If such access is not feasible, an access easement shall be provided to allow for the maintenance of said outlot.

11-920 Definitions

Outlot—a lot in a subdivision that is intended for and reserved for public purposes such as open space or drainage or other use for which no building permit shall be issued and for which there are restrictions on the transfer of ownership established at the time of subdividing. (Original proposal.)

Outlot shall mean a parcel of real property to be included in a final plat having access to at least one public street or private roadway reserved for future building or occupancy after replatting and subdivision, or reserved for agricultural uses, open space or common facilities. (Definition used by Lincoln.)
Bellevue, Nebraska:
OUTLOT shall mean a lot remnant or parcel of land left over after platting, which is intended as open space or other use, for which no building permit shall be issued for any private structures, except signs.

Grand Island, Nebraska:
Outlot shall mean a lot remnant or parcel of land left over after platting, which is intended as open space or other use, for which no building permit shall be issued for any private structure. Typically uses are limited within the subdivision agreement and/or plat.

Gretna, Nebraska:
OUTLOT shall mean a lot remnant or parcel of land left over after platting, which is intended as open space or other use, for which no building permit shall be issued for any private structures, except signs.

LaVista, Nebraska:
OUTLOT shall mean a lot remnant or parcel of land left over after platting, which is intended as open space or other use, for which no building permit shall be issued on any private structures.

Lincoln, Nebraska:
Outlot shall mean a parcel of real property to be included in a final plat having access to at least one public street or private roadway reserved for future building or occupancy after replatting and subdivision, or reserved for agricultural uses, open space or common facilities.

Hastings: No definition

Norfolk, Nebraska: No definition

Omaha, Nebraska: No definition

Papillion, Nebraska: no definition
**Staff Report**

**TO:** Planning Commission

**FROM:** Jennifer L. Dam, Planning Director

**DATE:** August 16, 2018

**SUBJECT:** Changes to section 11-706.05.C.4 and 11-920 of the UDC

---

**Recommendation:** Approval

---

**Background:**

Outlots were not defined or identified in the UDC.

Outlots are used for parcels of ground that are reserved for uses that are not buildable such as open space or drainage ways. Designating the parcel as an "outlot" provides clarity as to the purpose of the parcel.

These proposed changes define "outlot" and provide that access to such a parcel will be provided.

11-706.05. Lots

C. Access and Frontage.

4. Outlots shall be provided with access to and frontage upon a public or private street when at all feasible. If such access is not feasible, an access easement shall be provided to allow for the maintenance of said outlot.

11-920 Definitions

Outlot- a lot in a subdivision that is intended for and reserved for public purposes such as open space or drainage or other use for which no building permit shall be issued and for which there are restrictions on the transfer of ownership established at the time of subdividing.
Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, Planning Director
DATE: October 4, 2018
SUBJECT: Changes to section 11-315.05.F.6


Background:

The Planning Commission held a public hearing on this item on September 17, 2018. They voted unanimously to recommend approval to the City Council.

This change is to correct an error in the text of the UDC.

Section 11-315.06.F.6 states “Performance and maintenance securities as required by Subsection 11-316.06.G.

It should read states “Performance and maintenance securities as required by Subsection 11-315.06.G.
Staff Report

TO: Planning Commission
FROM: Jennifer L. Dam, Planning Director
DATE: August 16, 2018
SUBJECT: Changes to section 11-315.05.F.6

Recommendation: Approval

Background:

This change is to correct an error in the text of the UDC.

Section 11-315.06.F.6 states “Performance and maintenance securities as required by Subsection 11-316.06.G.

It should read states “Performance and maintenance securities as required by Subsection 11-315.06.G.
Staff Report

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: December 6, 2018

SUBJECT: 11-504.03(Y) Service Stations

Recommendation: Hold first reading

Service Stations, including car washes, are limited or permitted uses in the commercial districts.

The requirements include that the perimeter of the tract be screened with a type C bufferyard. A type C bufferyard is 25 feet wide and contains 3 trees per 100 lineal feet and 8 or 10 shrubs per 100 lineal feet, depending on whether or not a fence is installed.

The side yard in the SC district is 7 feet; in the GC district 15 feet; in the BP district 15 feet; in the LI district 15 feet and in the GI district 20 feet.

Thus, the requirements for a service station/car wash increase the side yard setback a distance ranging 5 to 18 feet. This applies even if the adjacent property is commercial or industrial.

It is reasonable to increase screening requirements if the adjacent use is residential, institutional, or office in nature or if the service station/car wash would have an adverse impact being next to one of these uses.

However, there would not be a negative impact in most commercial areas, particularly if the adjacent property is developed without any screening.

Some increased screening requirements are appropriate given the impacts of vacuums, gas pumps, and potential noise.

Staff recommends that the screening requirement be reduced to a type B bufferyard, which is 10 feet in width, unless abutting residential uses, in which case a 25' yard is appropriate.

The Planning Commission held a public hearing on this proposal on November 19, 2018 and unanimously (5-0) recommended approval.

The proposed language follows:
Staff Report

TO: Planning Commission
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: November 15, 2018
SUBJECT: 11-504.03(Y) Service Stations

Recommendation: Approval

Service Stations, including car washes, are limited or permitted uses in the commercial districts.

The requirements include that the perimeter of the tract be screened with a type C bufferyard. A type C bufferyard is 25 feet wide and contains 3 trees per 100 lineal feet and 8 or 10 shrubs per 100 lineal feet, depending on whether or not a fence is installed.

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Staff recommends that the screening requirement be reduced to a type B bufferyard, which is 10 feet in width, unless abutting residential uses, in which case a 25' yard is appropriate.

The proposed language follows:
Staff Report

TO: Planning Commission
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: November 16, 2018
SUBJECT: Projecting Signs

Recommendation: Hold public hearing and first reading.

Background:

Scott Kolb of Clear Image signs has requested an increase in the allowed size and the allowed projection of projecting signs, particularly for the DC district. He is requesting that the maximum sign area be allowed to be 16 square feet or larger and be allowed to project 7 to 8 feet into the right-of-way.

Currently, projecting signs are limited to 8 square feet in area and may project 45 inches into the right-of-way.

The prior zoning code allowed a total of 1.5 square feet of signage per lineal foot of frontage in the DC district. The specific size and amount of projection of a projecting sign were not defined.

Mr. Kolb has provided a number of images of existing signs in the downtown area that exceed the current requirements. He has also provided scaled images that show how those signs would appear if they were to meet the current requirements. These are attached to this report.

The United States Sign Council Foundation has established model sign code recommendations. They recommend a maximum size of 1 square foot per 2 feet of lineal frontage not to exceed 100 square feet. They also recommend that the projection distance be limited to two-thirds (2/3) the width of the sidewalk.

100 square feet seems excessive for most signs in the downtown area.

The City of Bellevue allows a 40 square foot projecting sign provided that there is a 9 foot vertical clearance above the sidewalk, or 12 feet above any parking area.

The City of Papillion allows a projection of 6 feet 6 inches over sidewalks less than 12 feet in width or an 8 foot projection over sidewalks greater than 12 feet in width. They require a clearance of 8 feet 6 inches. The size of the allowed sign depends on the base zoning district.

The City of La Vista allows a sign with a maximum area of 12 square feet.
The City of Lincoln allows a projection of 6 feet 6 inches provided that it is 8 feet above the ground, the size of the sign depends on the base zoning district.

The DC, downtown commercial district is a pedestrian environment. Signage should be scaled to enhance this environment and be high enough off the ground to allow people and equipment to easily pass under.

Chapter 8 of the Fremont Municipal Code requires that signs project over the right of way that are between 6 inches and 18 inches wide be at least 8 feet above the street grade. Any signs greater than 18 inches must be 10 feet above the grade. This applies to street signs as well as advertising signs.

Based on the existing signage provided by Mr. Kolb and the above examples, a maximum sign size of 24 square feet that projects no more than 8 feet into the right of way seems reasonable. Larger signs begin to take away from the pedestrian scale of the area, however it could be acceptable for the City Council to allow a larger sign if warranted by the scale of the building.

Staff recommends increasing the maximum projecting sign size in Table 11-825.01.02 to 24 square feet with a maximum projection of 8 feet into the right-of-way. Additionally, staff recommends adding a paragraph to 11-825.03 Downtown Commercial (DC) District Sign Standards that states “E. The Planning Commission may recommend and the City Council may increase the size of a projecting sign if it can be shown that the proposed sign is of a pedestrian scale and enhances the downtown district.”

The Planning Commission held a public hearing on this item on November 19, 2018. They unanimously (5-0) recommended approval to the City Council.
Staff Report

TO: Planning Commission
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: November 16, 2018
SUBJECT: Projecting Signs

Recommendation: Approval of staff recommendation.

Background:

Scott Kolb of Clear Image signs has requested an increase in the allowed size and the allowed projection of projecting signs, particularly for the DC district. He is requesting that the maximum sign area be allowed to be 16 square feet or larger and be allowed to project 7 to 8 feet into the right-of-way.

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Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: December 6, 2018
SUBJECT: Definition of required yards

Recommendation: Hold first reading

Background: This proposal clarifies that the required yard areas are to be reserved as a landscaped area. A landscaped area is defined as an area that is permanently devoted and maintained to the growing of shrubbery, grass and other plant material.

Front Yard. Open, landscaped space 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 space 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.

Street Side Yard. Open space, landscaped space 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, however it may be crossed by a sidewalk or driveway serving the property.

Rear Yard. Open space, landscaped space 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.

The Planning Commission held a public hearing on this request on November 19, 2018 and unanimously (5-0) recommended approval.
Staff Report

TO: Planning Commission
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: November 2, 2018
SUBJECT: Definition of required yards

Recommendation: Approval

Background: This proposal clarifies that the required yard areas are to be reserved as a landscaped area. A landscaped area is defined as an area that is permanently devoted and maintained to the growing of shrubbery, grass and other plant material.

Front Yard. Open, landscaped space 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 space 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.

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Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: December 6, 2018
SUBJECT: Defining more than one use on a lot

Recommendation: Hold first reading

Background: The UDC does not define when it is allowed to have more than one use or more than one building on a lot.

It is common to have multiple buildings on a lot in commercial developments or in multi-family developments.

The proposed language clarifies when more than one building or use is allowed, and that all height and area requirements must be maintained.

The Planning Commission held a public hearing on this proposal on November 19, 2018 and unanimously (5-0) recommended approval.

11-500 LAND USES
11-501 Generally

D. More Than One Main Use.

1. When a building or premises has more than one main use, each main use shall comply with the regulations of the zoning district in which the use is located.

2. More Than One Main Building or Use on a Lot or Tract. A lot or tract located in a commercial or industrial district may have more than one main building or use, but only when such buildings or uses conform to all open space requirements for the district in which the lot or tract is located.

3. Two or More Buildings for Two-family Dwellings, Multiple-family, or Institutional Purposes. In the event that a lot or tract located in an appropriate residential zoning district is to be by a group of two or more buildings to be used as a unit for any combination of two-family dwellings, multiple-family dwelling, or institutional purposes, there may be more than one main building on the lot. In addition, the lot or tract must meet the height and area regulations in said district for each main building or use.
Staff Report

TO: Planning Commission
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: November 2, 2018
SUBJECT: Defining more than one use on a lot

Recommendation: Approval

Background: The UDC does not define when it is allowed to have more than one use or more than one building on a lot.

It is common to have multiple buildings on a lot in commercial developments or in multi-family developments.

The proposed language clarifies when more than one building or use is allowed, and that all height and area requirements must be maintained.

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  3. Two or More Buildings for Two-family Dwellings, Multiple-family, or Institutional Purposes. In the event that a lot or tract located in an appropriate residential zoning district is to be by a group of two or more buildings to be used as a unit for any combination of two-family dwellings, multiple-family dwelling, or institutional purposes, there may be more than one main building on the lot. In addition, the lot or tract must meet the height and area regulations in said district for each main building or use.
Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: January 4, 2019
SUBJECT: Expansion of Non-Standard Uses by Conditional Use Permit

Recommendation: Approval of revised text

Background:

This proposal is presented by the Planning Director as the result of conversations with businesses such as Adams Oil, and Elemetal about subdivisions or expansions in which the existing buildings or expansions do not meet the new setbacks. The Planning Director has also had conversations with numerous individuals who have come to the counter inquiring about reconstructing or expanding an accessory building in the same location as was originally constructed on their lot, but do not meet current setbacks.

The proposed language is similar to language in the City of Lincoln’s Municipal Code.

The UDC defines Nonconforming as “A lot, tract, use, building, structure, or otherwise, which was lawful prior to the adoption, revision, or amendment of these regulations but that fails by reason of such adoption, revision or amendment to conform to the present requirements of these regulations.”

Section 11-324 focuses on the discontinuance of a major nonconforming use, or requirements to bring uses into conformance with the UDC regulations.

However, there are instances in which a use cannot easily conform to the UDC yard requirements, area requirements, open space requirements or parking requirements, particularly in older portions of town. For example, there are businesses that do not currently meet the setback requirements of an industrial or commercial district which desire to expand but are unable to given a small lot or inadequate setbacks. It is not always feasible for a business to rebuild and expand on a new lot that would be conforming.

Similarly, many residences or detached garages in the older parts of town are constructed in a manner that does not meet the existing setback requirements.

The City encourages economic growth and reinvestment that enhances the viability of existing businesses. Likewise, it benefits the city to encourage reinvestment to continue to have healthy, viable residential neighborhoods.
There are unique circumstances in such older areas in which it is beneficial to the City as a whole, and the business or homeowner in particular, to allow a nonstandard use to expand.

This proposal would allow the Planning Commission and City Council the ability to review and approve (or deny) a Conditional Use Permit to allow such expansion.

The Planning Commission held a public hearing on this item on November 19, 2018. At that time they requested that the City Attorney review the proposed language, particularly the language regarding “the degree of hardship”.

A second public hearing was held December 17, 2018. The City Attorney responded with the attached proposed text.

Exhibit A

11-920 Definitions

Nonstandard Use. Nonstandard Use shall mean the category of nonconformance consisting of Premises occupied by buildings, structures or uses which existed immediately prior to the effective date of this UDC or becomes nonconforming through a change in this UDC or district boundaries, which fail to comply with minimum requirements for the area, density, width, front yard, side yard, rear yard, height, unobstructed open space, or parking for the district in which it is located, even though the use of the Premises conforms to the Permitted Uses within the district as set out in this UDC.

11-324-04.

d. Expansion of Nonstandard Uses. Notwithstanding any provision contained in this UDC to the contrary, in all zoning districts, a Conditional Use Permit may be granted to authorize (1) the enlargement, extension, structural alteration, conversion, or reconstruction of a building or structure located upon a Premises with a Nonstandard Use; and/or (2) decrease the minimum requirements upon a Premises with a Nonstandard Use provided that the City Council finds that such decrease in the minimum lot requirements (i) would not adversely affect the surrounding area; and (ii) the decrease is necessary in order for a building or structure located upon a Premises to practicably be enlarged, extended, structurally altered, converted, or reconstructed, or such decrease is otherwise necessary to allow an existing Premises to be subdivided.

The Conditional Use Permit shall be granted pursuant to the procedures set forth in Section 11-316.05© for Conditional Use Permits and shall comply with the standards for Conditional Use Permits set forth in Section 11-316(B)(1-6). In consideration of applications for the Conditional Use Permits under this section 11-324.04(D), the following criteria shall be given specific consideration:

1. Effects on adjacent property, safety, traffic, city utility service needs;
2. Density of land use zoning for the subject property and adjacent property; and
3. Economic Impact for the City.
Staff Report

TO: Planning Commission
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: December 14, 2018
SUBJECT: Expansion of Non-Standard Uses by Conditional Use Permit

Recommendation: Approval of revised text

Background:

The Planning Commission held a public hearing on this item on November 19, 2018. At that time they requested that the City Attorney review the proposed language, particularly the language regarding “the degree of hardship”. The City Attorney responded with the attached text.

The original analysis follows:

The UDC defines Nonconforming as “A lot, tract, use, building, structure, or otherwise, which was lawful prior to the adoption, revision, or amendment of these regulations but that fails by reason of such adoption, revision or amendment to conform to the present requirements of these regulations.”

Section 11-324 focuses on the discontinuance of a major nonconforming use, or requirements to bring uses into conformance with the UDC regulations. However, there are instances in which a use cannot easily conform to the UDC yard requirements, area requirements, open space requirements or parking requirements, particularly in older portions of town. For example, there are businesses that do not currently meet the setback requirements of an industrial or commercial district which desire to expand but are unable to given a small lot or inadequate setbacks. It is not always feasible for a business to rebuild and expand on a new lot that would be conforming.

Similarly, many residences or detached garages in the older parts of town are constructed in a manner that does not meet the existing setback requirements.

The City encourages economic growth and reinvestment that enhances the viability of existing businesses. Likewise, it benefits the city to encourage reinvestment to continue to have healthy, viable residential neighborhoods.

There are unique circumstances in such older areas in which it is beneficial to the City as a whole, and the business or homeowner in particular, to allow a nonstandard use to expand.
Public Comment Advisory Committee  
January 8, 2019 - 6:00 P.M.  
Fremont Municipal Building, 2nd Floor Conference Room,  
400 East Military, Fremont Nebraska

Agenda:
1. Meeting called to order
2. Discussion regarding public comments at City Council meetings
3. Adjournment

The agenda was posted at the Municipal Building on January 4, 2019, and was distributed to the committee. The official current copy of the agenda is available at Municipal Building, 400 East Military, office of the City Clerk. A copy of the Open Meeting Law is posted in the 2nd floor conference room for review by the public.
The undersigned, being duly sworn, deposes and says she/he is a Clerk of the Fremont Tribune a legal newspaper printed and published daily Tuesday-Saturday in Dodge County, State of Nebraska and of general circulation in Dodge County; that said newspaper has a bona fide circulation published within said county for more than 52 successive weeks immediately prior to the first date of the published notice, and is produced in an office maintained at the place of publication.
This affidavit is a true and corrected copy of notice which appeared in said newspaper. The notice was published on 01/05/2019.

TOTAL AD COST: 7.20
FILED ON: 1/7/2019

Clerk of the Fremont Tribune

Signature, Date 1/7/19

Subscribed and sworn to before me this 7 January 2019

JULIE VESKerna
GENERAL NOTARIAL SEAL
STATE OF NEBRASKA
COMMISSION EXPIRES JANUARY 15, 2019
Public Comment Advisory Committee  
Large Conference Room, 400 East Military, FREMONT NEBRASKA  
January 8, 2019  
6:00 p.m.

Agenda Items:
1. Mayor Getzschman called the meeting of the Public Comment Advisory Committee to order and stated that a copy of the open meetings law is posted for public inspection located near the entrance door. Members present included: Mayor Getzschman, Councilman Ellis, Councilwoman Jacobus, and Councilwoman McClain. Others in attendance included: Councilman Yerger, City Attorney Mark Enenbach, Assistant City Administrator Shane Wimer, and City Administrator Brian Newton.

2. City Attorney Mark Enenbach reviewed the language in City Ordinances 2-102 and 2-109, and suggested the language concerning informal study sessions be modified to include guidelines for non-agenda public comments. The Committee discussed the following items:
   a. Whether public comments should be held at the beginning or at the end of a council meeting,
   b. Which meeting in the month to open the floor to public comments,
   c. Using a signup sheet to indicate who would like to speak and the order in which speakers are heard,
   d. The length of time allocated for public comments,
   e. Whether limits can be placed upon speakers who are regular speakers before Council,
   f. How the public comment period is allocated per speaker,
   g. Can public comments be limited to “residents” of Fremont, and
   h. If written comments should also be received.

3. Attorney Enenbach said he would try to have a draft language prepared for the next committee meeting on January 17, at 2:00 pm.

Adjourned at 6:41 pm
Chapter 2 Amended pursuant to Ordinance No. 5400, effective 6-14-2017
Chapter 2 Administrative
Article 1. Meetings and Committees

§2-102 Regular Meetings. The regular meetings of the City Council shall be held in the City Council Chambers on the second (2nd) and last Tuesday of each month. The regular meetings may be preceded by an informal study session with the formal meeting beginning at 7:00 p.m. or as soon thereafter as called to order by the Mayor. Any such study session shall be included on the agenda for the meeting, included in all published notices, and open to the public. At such informal study sessions, any or all agenda items may be discussed by staff and/or Council members. The Council shall neither take nor agree to take any formal action at such informal study sessions. The City Council may, by a majority vote of all members elected to the Council cancel or reschedule the regular meetings scheduled for the second or last Tuesdays in November, or the regular meeting scheduled for the last Tuesday in December. In such case, notice of cancellation or rescheduled meeting will be given in the same manner as required for regularly scheduled Council meetings. In the event that inclement weather or other conditions present a danger to public health or safety, any meeting may be rescheduled by the Mayor. In such case, notice of rescheduled meeting will be given in the same manner as required for regularly scheduled Council meetings.

§2-109 Audience; Rules of Conduct. The following rules are established for audience members 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.
Public Comment Advisory Committee
January 24, 2019 - 2:00 P.M.
Fremont Municipal Building, 2nd Floor Conference Room,
400 East Military, Fremont Nebraska

Agenda:

1. Meeting called to order
2. Approval of January 8, 2019 meeting minutes.
3. Discussion regarding public comments at City Council meetings – Mark Enenbach
4. Adjournment

The agenda was posted at the Municipal Building on January 15, 2019, and was distributed to the committee. The official current copy of the agenda is available at Municipal Building, 400 East Military, office of the City Clerk. A copy of the Open Meeting Law is posted in the 2nd floor conference room for review by the public.
The undersigned, being duly sworn, deposes and says she/he is a Clerk of the Fremont Tribune, a legal newspaper printed and published daily Tuesday-Saturday in Dodge County, State of Nebraska and of general circulation in Dodge County; that said newspaper has a bona fide circulation published within said county for more than 52 successive weeks immediately prior to the first date of the published notice, and is produced in an office maintained at the place of publication.

This affidavit is a true and corrected copy of notice which appeared in said newspaper. The notice was

TOTAL AD COST: 7.20
FILED ON: 1/17/2019

Clerk of the Fremont Tribune

Printed name: Tony Gray
Signature: Tony Gray Date: 1/18/19

Subscribed and sworn to before me this

[Signature]
Notary Public
Public Comment Advisory Committee
Large Conference Room, 400 East Military, FREMONT NEBRASKA
January 24, 2019
2:00 p.m.

Agenda Items:

1. Mayor Getzschman called the meeting of the Public Comment Advisory Committee to order and stated that a copy of the open meetings law is posted for public inspection located near the entrance door. Members present included: Mayor Getzschman, Councilman Ellis, Councilwoman Jacobus, and Councilwoman McClain. Others in attendance included: Councilman Yerger, City Attorney Mark Enenbach, and City Administrator Brian Newton.

2. Councilman Ellis moved to approve the minutes as presented. Councilwoman McClain seconded the motion. Motion carried unanimously.

3. City Attorney Mark Enenbach reviewed several of the changes submitted by Councilman Yerger to City Ordinances 2-102, 2-103, and 2-109. The Committee discussed the following items:
   a. Offering open public comments at the last regular council meeting of the month,
   b. Removing the words formal and informal,
   c. Adding language to refer comments to City staff,
   d. Eliminating the requirement that Council Study Sessions be held at 5:30 p.m.,
   e. Whether Council has reasons to give persons living within City limits and the extra-territorial jurisdiction priority to speak during an open public comment period.
   f. Asking for a name, address, and phone number should be optional on comment cards.

4. The committee agreed to present the marked up version of Ordinances 2-102, 2-103, and 2-109 to City Council on November 29, 2019.

Adjourned at 2:31 pm
STAFF REPORT

TO:        HONORABLE MAYOR AND CITY COUNCIL
FROM:      Brian Newton, City Administrator
DATE:      January 29, 2019
SUBJECT:   Amend City Code 2-102, 2-103 & 2-109

Recommendation: 1) Move to introduce Ordinance.
2) Decision by Council: move to suspend the rules, 3) place Ordinance on final reading, and 4) vote on Ordinance.

Background: The Mayor's committee recommends amendments to City's Code to incorporate language on an Open Public Comment period.
§2-102 Regular Meetings.

The regular meetings of the City Council shall be held in the City Council Chambers on the second (2nd) and last Tuesday of each month. The regular meetings may be preceded by an informal Open Public Comment Period (on the last Tuesday of the month) and/or a formal Study Session with the formal Regular Council meeting beginning at 7:00 p.m. or as soon thereafter as called to order by the Mayor. Any such study session informal Open Public Comment Periods or formal Study Sessions shall be included on the agenda for the meeting, included in all published notices, and open to the public. At such Topics covered in any informal study sessions, any Open Public Comment Period will not be added to the formal Study Session discussion or any agenda items that may be discussed by staff and/or Council members at that the regular Council meeting; topics covered at an informal Open Public Comment Period may be referred to City Staff or added to future Council agenda items at the request of a Council member. The Council shall neither take nor agree to take any formal action at such informal comment periods or study sessions.

The City Council may, by a majority vote of all members elected to the Council cancel or reschedule the regular meetings scheduled for the second or last Tuesdays in November, or the regular meeting scheduled for the last Tuesday in December. In such case, notice of cancellation or rescheduled meeting will be given in the same manner as required for regularly scheduled Council meetings. In the event that inclement weather or other conditions present a danger to public health or safety, any meeting may be rescheduled by the Mayor. In such case, the Mayor and Council will ensure that notice of rescheduled meeting will be given in the same manner as required for a regularly scheduled Council meetings.

§2-103 Informal—Open Public Comment Periods / Formal—Council Study Sessions.

Informal Open Public Comment Periods may be held, as necessary, on the last Tuesday of each month to hear listen to issues of importance from the public. Topics for discussion will be limited to those that have not already been included in the agenda for a scheduled Study Session on that same day or the Council’s regular meeting scheduled for that day. No discussion shall occur between the Council and the Public and no formal action or votes shall be taken on any item during the Open Public Comment Period. Open Public Comment Periods shall be noticed and open to the public and shall commence at the hour of 6:30 p.m.

Formal Council Study Sessions may be held, if necessary, on the first and third Tuesday of each month to discuss issues, develop policies and hear presentations. All items to be discussed during a Formal Council Study Session shall be specifically listed on the agenda for that meeting. No formal action or votes will be taken on any item during the Formal Council Study Session and no item that is not on the agenda may be discussed. Formal Council Study Sessions shall be noticed, open to the public and shall commence at the hour of 5:30 p.m.
§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 Formal 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 Formal Study Session, or any regular City Council meeting.

10. A priority to speak at Open Public Comment Periods and Formal Study Sessions 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. Members of the public wishing to speak at a Formal Study Session will be required to limit their comments to those that are directly related to the Publicly Noticed Formal Study Session agenda topic(s).

12. Written letters addressed to the Council will be accepted, as will comment cards that will be made available and collected from those who attend Open Public Comment Period and Formal 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.
Ordinance 5493

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING THE MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, ORDINANCE NO. 3139; SPECIFICALLY PORTIONS OF CHAPTER 2 INCLUDING §2-102 REGULAR MEETINGS, §2-103 FORMAL COUNCIL STUDY SESSIONS AND §2-109 AUDIENCE; RULES OF CONDUCT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

SECTION I. Section 2-102 Regular Meetings is hereby amended to read as follows:

§2-102 Regular Meetings.

The regular meetings of the City Council shall be held in the City Council Chambers on the second (2nd) and last Tuesday of each month. The regular meetings may be preceded by an Open Public Comment Period (on the last Tuesday of the month) and/or a Study Session with the Regular Council meeting beginning at 7:00 p.m. or as soon thereafter as called to order by the Mayor. Any such Open Public Comment Periods or Study Sessions shall be included on the agenda for the meeting, included in all published notices, and open to the public. Topics covered in any Open Public Comment Period will not be added to the Study Session discussion or any agenda items that may be discussed by staff and/or Council members at that the regular Council meeting; topics covered at an Open Public Comment Period may be referred to City Staff or added to future Council agenda at the request of a Council member. The Council shall neither take nor agree to take any formal action at such comment periods or study sessions.

The City Council may, by a majority vote of all members elected to the Council cancel or reschedule the regular meetings scheduled for the second or last Tuesdays in November, or the regular meeting scheduled for the last Tuesday in December. In such case, notice of cancellation or rescheduled meeting will be given in the same manner as required for regularly scheduled Council meetings. In the event that inclement weather or other conditions present a danger to public health or safety, any meeting may be rescheduled by the Mayor. In such case, the Mayor and Council will ensure that notice of rescheduled meeting is given in the same manner as required for a regularly scheduled Council meetings.

SECTION II. Section 2-103 Formal Council Study Sessions is hereby amended to read as follows:

§2-103 Open Public Comment Periods / Council Study Sessions.

Open Public Comment Periods may be held, as necessary, on the last Tuesday of each month to hear issues of importance from the public. Topics for
discussion will be limited to those that have not already been included in the agenda for a scheduled Study Session on that same day or the Council’s regular meeting scheduled for that day. No discussion shall occur between the Council and the Public and no formal action or votes shall be taken on any item during the Open Public Comment Period. Open Public Comment Periods shall be noticed and open to the public.

Council Study Sessions may be held, if necessary, on the first and third Tuesday of each month to discuss issues, develop policies and hear presentations. All items to be discussed during a Council Study Session shall be specifically listed on the agenda for that meeting. No formal action or votes will be taken on any item during the Council Study Session and no item that is not on the agenda may be discussed. Council Study Sessions shall be noticed, open to the public and shall commence at the hour of 5:30 p.m.

SECTION III. Section 2-109 Audience; Rules of Conduct is hereby amended to read as follows:

§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 Sessions 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) Members 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 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.

SECTION IV. That the originals of all ordinances or parts of ordinances of the City of Fremont and sections of the Fremont Municipal Code amended herein, and all other ordinances in conflict herewith are hereby repealed.

SECTION V. 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 __________________, 2019.

______________________________
Scott Getzschman, Mayor

ATTEST:

______________________________
Tyler Ficken, City Clerk
§2-102 Regular Meetings.

The regular meetings of the City Council shall be held in the City Council Chambers on the second (2nd) and last Tuesday of each month. The regular meetings may be preceded by an informal Open Public Comment Period (on the last Tuesday of the month) and/or a Study Session, with the formal Regular Council meeting beginning at 7:00 p.m. or as soon thereafter as called to order by the Mayor. Any such study session Open Public Comment Periods or Study Sessions shall be included on the agenda for the meeting, included in all published notices, and open to the public. At such Topics covered in any informal study sessions, any Open Public Comment Period will not be added to the Study Session discussion or any agenda items that may be discussed by staff and/or Council members, at that the regular Council meeting, topics covered at an Open Public Comment Period may be referred to City Staff or added to future Council agenda at the request of a Council member. The Council shall neither take nor agree to take any formal action at such informal-comment periods or study sessions.

The City Council may, by a majority vote of all members elected to the Council cancel or reschedule the regular meetings scheduled for the second or last Tuesdays in November, or the regular meeting scheduled for the last Tuesday in December. In such case, notice of cancellation or rescheduled meeting will be given in the same manner as required for regularly scheduled Council meetings. In the event that inclement weather or other conditions present a danger to public health or safety, any meeting may be rescheduled by the Mayor. In such case, the Mayor and Council will ensure that notice of rescheduled meeting will be given in the same manner as required for a regularly scheduled Council meetings.

§2-103 Open Public Comment Periods / Formal Council Study Sessions.

Open Public Comment Periods may be held, as necessary, on the last Tuesday of each month to "hear" to issues of importance from the public. Topics for discussion will be limited to those that have not already been included in the agenda for a scheduled Study Session on that same day or the Council’s regular meeting scheduled for that day. No discussion shall occur between the Council and the Public and no formal action or votes shall be taken on any item during the Open Public Comment Period. Open Public Comment Periods shall be noticed and open to the public and shall commence at the hour of 6:30 p.m.

Formal Council Study Sessions may be held, if necessary, on the first and third Tuesday of each month to discuss issues, develop policies and hear presentations. All items to be discussed during a Formal Council Study Session shall be specifically listed on the agenda for that meeting. No formal action or votes will be taken on any item during the Formal Council Study Session and no item that is not on the agenda may be discussed. Formal Council Study Sessions shall be noticed and open to the public and shall commence at the hour of 5:30 p.m.

§2-109 Audience / Participant: Rules of Conduct.
The following rules are established for audience members and participants at a Council meeting:

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(10) A priority to speak at Open Public Comment Periods and Study Sessions 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) Members of the public wishing to speak at a Study Session will be required to limit their comments to those that are directly related to the Publicly Noticed Study Session agenda topic(s).

(12) Written letters addressed to the 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: Brian Newton, City Administrator

DATE: October 30, 2018

SUBJECT: Dodge County Purchase Agreement

Recommendation: Approve resolution

Background: In April of 2017, the Dodge County Humane Society (DCHS) requested the City amend our lease agreement to accommodate a proposed building addition. The proposed addition would have dropped the City’s share of ownership in the facilities at the Humane Society from 47.9% to 26.2%. In March 2018, DCHS inquired about purchasing the City’s remaining interest in the existing facilities as well as the property to the west of the Humane Society.

The Mayor appointed a committee to meet with the DCHS Board to discuss purchase terms. The purchase prices are based on the fair market values of the properties as determined by a certified appraisal. The agreement reflects the consensus of the parties.

Staff recommends approving the resolution to sell the property to DCHS.

Fiscal Impact: $227,240.00 less closing fees
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Brian Newton, City Administrator
DATE: November 27, 2018

SUBJECT: Ordinance – Dodge County Humane Society Real Estate Purchase

Recommendation: 1) Move to introduce Ordinance, 2) move to suspend the rules, 3) place Ordinance on final reading, and 4) vote on Ordinance.

BACKGROUND:

The City Council approved a real estate purchase agreement with the Dodge County Humane Society on October 30, 2018. In addition, the Planning Commission recommended approval of a final plat on November 19, 2018. Now that the purchase agreement has been approved and the final plat has been approved, the sale must be approved by ordinance.

Staff recommends introducing the ordinance, waiving the second and third readings, and placing the ordinance on final reading.

FISCAL IMPACT: $227,240.00 less closing fees
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Brian Newton, City Administrator
DATE: January 8, 2019

SUBJECT: Resolution to clarify legal description

Recommendation: Approve Resolution

Background: This resolution is to clarify legal description referenced in a purchase agreement previously approved by the City for the sale of real estate owned by the City of Fremont in the Missouri Valley Land Company's Subdivision Replat of Lot 14. The legal description unintentionally omitted references to the correct lot number (Lot 14A), but the legal description currently in the purchase agreement did clearly identify the property the city intends to convey, as there is only one Lot containing 4.27 acres.

Fiscal Impact. None
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Brian Newton, City Administrator
DATE: January 29, 2019

SUBJECT: Resolution to clarify legal description

Recommendation: Approve Resolution

Background: This resolution is to clarify legal description referenced in a purchase agreement previously approved by the City for the sale of real estate owned by the City of Fremont in the Missouri Valley Land Company's Subdivision Replat of Lot 14. The legal description unintentionally omitted references to the correct lot number (Lot 14A), but the legal description currently in the purchase agreement did clearly identify the property the city intends to convey, as there is only one Lot containing 4.27 acres.

Fiscal Impact: None
Animal Control Advisory Committee
January 9, 2019 - 1:00 P.M.
Fremont Municipal Building, 2nd Floor Conference Room,
400 East Military, Fremont Nebraska

**Agenda:**

1. Meeting called to order

2. Review proposed changes to Chapter 6, Article 1 and 2 of City Code

3. Adjournment

The agenda was posted at the Municipal Building on January 4, 2019, and was distributed to the committee. The official current copy of the agenda is available at Municipal Building, 400 East Military, office of the City Clerk. A copy of the Open Meeting Law is posted in the 2nd floor conference room for review by the public.
MEETING NOTICE
City of Fremont Animal
Control Advisory Committee
meeting will be held on
Wednesday January 9,
2019 at 5:00 p.m., in the
Municipal Building, 400 East
Military Avenue, Fremont,
Nebraska.
All meetings are open to the
public and a copy of the
open meetings act is posted
at each meeting facility. An
agenda for such meetings
kept continually current are
available for public inspec-
tion at the office of the City
Clerk and displayed in the
Fremont Municipal Building

ATTEST:
Tyler Ficken, City Clerk
(1791979245)

The undersigned, being duly sworn, deposes and says she/he is a
Clerk of the Fremont Tribune a legal newspaper printed and published
daily Tuesday-Saturday in Dodge County, State of Nebraska and of
general circulation in Dodge County; that said newspaper has a bona
cfide circulation published within said county for more than 52
successive weeks immediately prior to the first date of the published
notice, and is produced in an office maintained at the place of
publication.

This affidavit is a true and corrected copy of notice which
appeared in said newspaper. The notice was

Section: Class Legals
Category: 0093 Legals FREMONT
PUBLISHED ON: 01/05/2019

TOTAL AD COST: 7.20
FILED ON: 1/7/2019

Clerk of the Fremont Tribune

Printed name_ Tammy Greunke_ Signature_ Tammy Greunke_ Date_ 1/7/19

Subscribed and sworn to before me this

_7_ January_ 2019

Julie Veskerna_ Notary Public

JULIE VESKERN A
GENERAL NOTARIAL
SEAL
STATE OF NEBRASKA
COMMISSION EXPIRES
JANUARY 15, 2019
Animal Control Advisory Committee
Large Conference Room, 400 East Military, FREMONT NEBRASKA
January 9, 2019
1:00 p.m.

Agenda Items:
1. Chief Elliott called the meeting of the Animal Control Advisory Committee to order and stated that a copy of the open meetings law is posted for public inspection located near the entrance door. Members present included: Councilman Yerger, Councilwoman Jacobus, Chief Elliott, Dr. Mark Pettit, and Tamar Reed. Others in attendance included: Deb George, Assistant City Administrator Shane Wimer, and City Administrator Brian Newton.

2. Chief Elliott went through all of the suggested edits submitted by the City Attorney to Chapter 6, Article 1 and 2. Some of items discussed included defining permitted animals (Section 6-101), searching for references to wild animals (Section6-101), edits to the running at large section (Section 6-105), adding a requirement to spay and neuter potentially dangerous animals (Section 6-107), registering dangerous animals (Section 6-607, and tweaking the language in animal care (section 6-205). Committee members were asked to review the document and bring suggestions to the next meeting.

3. The next meeting was set for Monday, January 21, 2018 at 1:00 pm.

Adjourned at 2:30 pm
Animal Control Advisory Committee
January 21, 2019 - 1:00 P.M.
Fremont Municipal Building, 2nd Floor Conference Room,
400 East Military, Fremont Nebraska

Agenda:

1. Meeting called to order

2. Approve minutes from January 8, 2019 meeting.

3. Review proposed changes to Chapter 6, Article 1 and 2 of City Code – Sarah Maresh

4. Adjournment

The agenda was posted at the Municipal Building on January 17, 2019, and was distributed to the committee. The official current copy of the agenda is available at Municipal Building, 400 East Military, office of the City Clerk. A copy of the Open Meeting Law is posted in the 2nd floor conference room for review by the public.
MEETING NOTICE
City of Fremont Animal Control Advisory Committee meeting will be held on
Monday, January 21, 2019
at 7:00 p.m., in the Municipal Building, 400 East Military Avenue, Fremont, Nebraska.
All meetings are open to the public and a copy of the open meetings act is posted
at each meeting facility. An agenda for such meetings kept continually current are
available for public inspection at the office of the City Clerk and displayed in the
Fremont Municipal Building.

ATTEND:
- Tyler Picken, City Clerk
(1.17/19/79250)

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The undersigned, being duly sworn, deposes and says she/he is a
Clerk of the Fremont Tribune a legal newspaper printed and published
daily Tuesday-Saturday in Dodge County, State of Nebraska and of
general circulation in Dodge County; that said newspaper has a bona
fide circulation published within said county for more than 52
successive weeks immediately prior to the first date of the published
notice, and is produced in an office maintained at the place of
publication.

This affidavit is a true and corrected copy of notice which
appeared in said newspaper. The notice was

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TOTAL AD COST: 7.20
FILED ON: 1/17/2019

Clerk of the Fremont Tribune
Printed name: Tony Gray
Signature: [Signature]
Date: 1-18-19
Subscribed and sworn to before me this

[Signature]

Notary Public
Animal Control Advisory Committee
Large Conference Room, 400 East Military, FREMONT NEBRASKA
January 21, 2019
1:00 p.m.

Agenda Items:
1. Chief Elliott called the meeting of the Animal Control Advisory Committee to order and stated that a copy of the open meetings law is posted for public inspection located near the entrance door. Members present included: Councilman Yerger, Councilwoman Jacobus, Chief Elliott, Dr. Mark Pettit, and Tamar Reed. Others in attendance included: Assistant City Administrator Shane Wimer, Sarah Maresh, City Attorney, and City Administrator Brian Newton.

2. A motion was made by Jacobus and seconded by Yerger to approve the January 8, 2019 minutes as presented. Motion carried unanimously.

3. Chief Elliott suggested the committee use the draft submitted by the Councilman Yerger to review edits to Chapter 6, Article 1 and 2. Yerger explained his suggestions including the committee’s authority under the Dangerous Animal definition and adding additional animals under the Permitted Animals definition. Newton explained two suggestions including requiring potentially dangerous animals to be spayed or neutered and adding language to add current animals designated as potentially or dangerous animals to registration requirement. Maresh will review the suggestions and bring back a revision to the next committee meeting.

4. The next meeting was set for Monday, February 18, 2019 at 1:00 pm.

Adjourned at 3:05 pm
CITY OF 
FREMONT 
NEBRASKA PATHFINDERS 

Animal Control Advisory Committee  
February 18, 2019 - 1:00 P.M.  
Fremont Municipal Building  
400 East Military, Fremont Nebraska

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**Agenda:**

1. Meeting called to order

2. Approve minutes from January 21, 2019 meeting.

3. Review proposed changes to Chapter 6, Article 1 and 2 of City Code – Sarah Maresh

4. Adjournment

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The agenda was posted at the Municipal Building on February 14, 2019, and was distributed to the committee. The official current copy of the agenda is available at Municipal Building, 400 East Military, office of the City Clerk. A copy of the Open Meeting Law is posted in the 2nd floor conference room for review by the public.
MEETING NOTICE
City of Fremont Animal Control Advisory Committee meeting will be held on Monday, February 18, 2019 at 6:00 p.m., in the Municipal Building, 400 East Military Avenue, Fremont, Nebraska.

All meetings are open to the public and a copy of the open meetings act is posted at each meeting facility. An agenda for such meetings kept continually current are available for public inspection at the office of the City Clerk and displayed in the Fremont Municipal Building.

Tyler Fiedler, City Clerk
2/12/19 (2019)

NOTICE OF MEETINGS
The following are the planned meetings of the Dodge County Board of Supervisors, Dodge County Board of Penetration and Penes-
STATE OF NEBRASKA
County of Dodge ) SS.

City of Fremont

400 EAST MILITARY
FREMONT, NE 68025

ORDER NUMBER 802011

The undersigned, being duly sworn, deposes and says he/she is a Clerk of the Fremont Tribune a legal newspaper printed and published daily Tuesday-Saturday in Dodge County, State of Nebraska and of general circulation in Dodge County; that said newspaper has a bona fide circulation published within said county for more than 52 successive weeks immediately prior to the first date of the published notice, and is produced in an office maintained at the place of publication.

This affidavit is a true and corrected copy of notice which appeared in said newspaper. The notice was

PUBLISHED ON: 12/01/2018, 12/08/2018, 12/15/2018

TOTAL AD COST: 29.72
FILED ON: 12/18/2018

Clerk of the Fremont Tribune

Printed name: Tammy Greunke
Signature: Tammy Greunke Date: 12/18/18

Subscribed and sworn to before me this

18 December 2018

Julie Veskerma Notary Public
10. Motion to approve December 21, 2018 through January 8, 2019 claims and authorize checks to be drawn on the proper accounts. Council Member McClain moved, seconded by Council Member Jensen to approve December 21, 2018 through January 8, 2019 claims and authorize checks to be drawn on the proper accounts. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband, Kuhns. Motion carried.


12. Dispense with and approve December 11, 2018 and December 20, 2018 minutes. Council Member Jensen moved, seconded by Council Member Legband to approve the December 11, 2018 and December 20, 2018 minutes. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband, Kuhns. Motion carried.

18. Resolution 2019-007 clarifying legal description referenced in purchase agreements for the sale and conveyance of real estate owned by the City of Fremont to the Dodge County Humane Society. Council Member Jacobus moved, seconded by Council Member Yerger to continue the item and get clarification on approval of purchase and potential violation of the Open Meetings Act. Ayes: Ellis, Bechtel, Yerger, Jensen, Jacobus. Nays: McClain, Kuhns, Legband. Motion carried.

19. Ordinance 5483 Unified Development Code amendment regarding the size and distance into right-of-way of projecting signs. Council Member Yerger moved, seconded by Council Member Jacobus to continue the item. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried.

20. Ordinance 5484 Unified Development Code amendment to updated definition of required yards to clarify requirements for landscaping. Council Member Yerger moved, seconded by Council Member Jacobus to continue the item. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried.

21. Ordinance 5485 Unified Development Code amendment to clarify when more than one use is allowed on a lot. Council Member Yerger moved, seconded by Council Member Jacobus to continue the item. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried.

22. Ordinance 5486 Unified Development Code amendment to screening requirements for service stations to type B unless abutting residential properties. Council Member Yerger moved, seconded by Council Member Jacobus to continue the item. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried.

23. Ordinance 5487 second amendment to Gallery 23 Planned Unit Development to change the number lots, lot areas, widths and setbacks to allow for two story townhouse development at the north end of the development. Council Member Jacobus moved, seconded by Council Member Kuhns to approve final reading of the Ordinance. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a final vote on the Ordinance. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried. Ordinance 5487 approved.
*** Proof of Publication ***

Newspaper: FREMONT TRIBUNE

STATE OF NEBRASKA)
County of Dodge    SS.

City of Fremont

400 EAST MILITARY
FREMONT, NE 68025

ORDER NUMBER 806825

LEGAL NOTICE
CITY OF FREMONT,
NEBRASKA
NOTICE IS HEREBY GIV-
EN THAT:
A Public Hearing will be
held by the CITY COUNCIL.
on the 8th day of January,
2019, at 7:00 P.M. with
Study Session at 6:45 P.M.,
in the Council Chambers of
the Fremont Municipal
Building, located at 400 E.
Military Ave., Fremont, Ne-
braska. In consideration of:
Amendments to Chapter 11
of the Fremont Municipal
Code pertaining to zoning,
subsidium and site devel-
opment regulations, herein-
other referred to as the
Unified Development code
of the City of Fremont
("UDC"), particularly:
ii. Expansion of Uses on
Non-Standard Lots.
All meetings are open to the
public, and a copy of the
open meetings act is posted
at each meeting facility. The
agenda for such meetings is
kept continually current and
is available for public in-
spection at the office of the
City Clerk, and is displayed
in the Fremont Municipal
Building. All interested par-
ties shall be afforded at
such public hearing a rea-
sonable opportunity to ex-
press their views regarding
the above referenced mat-
ter.

(12/21/18/79215)

Section: Class Legals
Category: 0093 Legals FREMONT
PUBLISHED ON: 12/21/2018

TOTAL AD COST: 14.40
FILED ON: 12/21/2018

Clerk of the Fremont Tribune

Printed name: Tammy Breunke
Signature: Tammy Breunke Date: 12/21/19

Subscribed and sworn to before me this

21 December 2018

Julie Veklerow Notary Public

JULIE VESKERNIA
GENERAL NOTARIAL
SEAL
STATE OF NEBRASKA
COMMISSION EXPIRES
JANUARY 15, 2019
LEGAL NOTICE

MONDAY, OCTOBER 4, 2021

NOTICE IS HEREBY GIVEN that the Pre-Planning Meeting for the proposed construction project at 123 Main St., Fremont, will be held at the Fremont Municipal Building, Fremont, CA, on Tuesday, October 12, 2021, at 6:00 PM. The meeting will be held in the Council Chambers of the City of Fremont, located at 1001 Bay Street, Fremont, CA. The meeting is open to the public and anyone may attend.

The purpose of the meeting is to discuss the project and its potential impact on the surrounding community. Interested parties are encouraged to attend and participate in the discussion.

For more information, please contact the City of Fremont Planning Department at (555) 123-4567.
language from Section 1 of the Ordinance referring to Morningside Crossing. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Kuhns moved, seconded by Council Member McClain to introduce the Ordinance. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Nay: Yerger. Motion carried. City Clerk provided first reading.

7. Ordinance 5489 request for Voluntary Annexation of property by Bruce Coffey on behalf of Costco Wholesale / PCCW, Inc., owners of a tract of land being a part of Lot 1, East Inglewood Subdivision. Council Member Jacobus moved, seconded by Council Member Legband to strike language from Section 1 of the Ordinance referring to Morningside Crossing. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Jensen moved, seconded by Council Member McClain to introduce the Ordinance as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Nay: Yerger. Motion carried. City Clerk provided first reading.

8. Ordinance 5490 Amendments regarding expansion of uses on non-standard lots, an amendment to Chapter 11 of the Fremont Municipal Code pertaining to zoning, subdivision and site development regulations. Council Member Yerger moved, seconded by Council Member Jacobus to continue the item. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried.

9. Ordinance 5491 request for approval of 3rd amendment to the Gallery 23 PD Planned Development to change the height for commercial zoning from 45' to 60' by Brad Marshall on behalf of Jeremy Guenther, owner of land generally located at the North of County Road U and South of Lincoln Highway, just west of Farmfield Road. Council Member Jacobus moved, seconded by Council Member Legband to amend the Ordinance to provide that Lot 2 of Gallery 23 the East Edition regarding only the RTG building to not exceed 60 feet in height. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Jensen moved, seconded by Council Member Jacobus to hold first reading of the amended Ordinance. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried. The City Clerk provided first reading.

Moved by Council Member Yerger seconded by Council Member Jacobus to approve items thirteen through seventeen of the consent agenda. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband, Kuhns. Motion carried.

13. Resolution 2019-004 authorizing staff to apply for a grant from the Civic and Community Center Financing Fund for renovation of the City Auditorium

14. Resolution 2019-005 authorizing purchase of a truck with dump body and snow plow through the National Joint Power Alliance (NJPA - Sourcewell)

15. Resolution 2019-006 authorizing an agreement with Humanities Nebraska for Keene Memorial Library to provide the Prime Time Family Reading Time program in 2019 for two sessions

16. Motion to appoint member to the Local Option Review Team

17. Motion to approve extension of Worker's Compensation Excess coverage with Safety National
CITY OF FREMONT
NEBRASKA PATHFINDERS

CITY COUNCIL MEETING MINUTES
January 29, 2019

REGULAR MEETING:
1. Meeting called to order. 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, Bechtel, Yerger, Jensen, Jacobus, Kuhns and Legband present. 8 Council Members 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)

Council Member Yerger raised a point of information to inquire about the appropriateness of items # 4, #24, #25, #26, #27, and #30 and have the items postponed indefinitely. Council Member Jacobus moved, seconded by Council Member Yerger to receive into the record a copy of the Municipal Code Sections 2-1110 through 2-1112. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus. Nay: Legband. Motion carried. Council Member Yerger moved, seconded by Council Member Jacobus to remove and indefinitely postpone items #4, #24, #25, #26, #27 and #30 of the agenda and refer them to back to committee and to legal counsel for a legal written opinion as to why it is not necessary to follow sections 2-110 and 2-111 of the Municipal Code. Ayes: Jacobus, Yerger, Bechtel, Ellis. Nays: McClain, Kuhns, Jensen, Legband, Getzschman. Motion not carried.

PUBLIC HEARINGS:

4. Ordinance 5490 Amendments regarding expansion of uses on non-standard lots, an amendment to Chapter 11 of the Fremont Municipal Code pertaining to zoning, subdivision and site development regulation. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Kuhns moved, seconded by Council Member Legband to hold first reading and introduce the Ordinance. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Legband. Nays: Jacobus, Yerger. Motion carried. City Clerk provided first reading of the Ordinance.

5. Resolution 2019-002 Poultry Complex Final Plat by Justin Stark on behalf of PCCW, Inc. on property generally located north of Hills Farm Road, West of Old Hwy 275, East of S. Main Street (In Inglewood) and south of Cloverly Road. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member McClain moved, seconded by Council Member Kuhns to approve Resolution 2019-002 final plat poultry complex. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

CONSENT AGENDA:
Moved by Council Member Jensen seconded by Council Member McClain to approve 6, 10, 13, 17, 18, 19, and 20 of the consent agenda. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

6. Motion to approve January 9, 2019 through January 29, 2019 claims and authorize checks to be drawn on the proper accounts.
The undersigned, being duly sworn, deposes and says she/he is a Clerk of the Fremont Tribune, a legal newspaper printed and published daily Tuesday-Saturday in Dodge County, State of Nebraska and of general circulation in Dodge County; that said newspaper has a bona fide circulation published within said county for more than 52 successive weeks immediately prior to the first date of the published notice, and is produced in an office maintained at the place of publication.

This affidavit is a true and corrected copy of notice which appeared in said newspaper. The notice was published on: 11/30/2018

TOTAL AD COST: 11.46

FILED ON: 12/3/2018

Clerk of the Fremont Tribune

Printed name: Tammy Breunke
Signature: Tammy Breunke
Date: 12/3/18

Subscribed and sworn to before me this

3 December, 2018

Julie Veske
Notary Public

JULIE VESKerna
GENERAL NOTARIAL SEAL
STATE OF NEBRASKA
COMMISSION EXPIRES JANUARY 15, 2019
CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS 400 EAST MILITARY, FREMONT NEBRASKA  
December 11, 2018  
7:00 p.m.

FINAL MEETING OF 2016-2018 CITY COUNCIL  
City Council Chambers 400 East Military, Fremont, NE

After Study Session and 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. Roll call showed Council Members Schaller, McClain, Landholm, Jacobus, Bechtel and Anderson present. 6 Council Members present.


Dispense with and approve November 27, 2018 minutes. Council Member Anderson moved, seconded by Council Member Landholm to dispense with and approve the November 27, 2018 minutes. Ayes: Schaller, McClain, Landholm, Jacobus, Bechtel, Anderson. Motion carried.

Moved by Council Member Schaller seconded by Council Member Landholm to adjourn sine die. Ayes: Schaller, McClain, Landholm, Jacobus, Bechtel, Anderson. Motion carried. Meeting adjourned at 7:08 p.m.

ORGANIZATIONAL MEETING OF 2018-2020 CITY COUNCIL  
City Council Chambers 400 East Military, Fremont NE

Mayor Getzschman 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. Roll call showed Council Members McClain, Ellis, Jacobus, Jensen, Bechtel and Yerger present. 6 Council Members present.

Resolution 2018-276 regarding qualification of Mark Legband, Glen Ellis, Mark Jensen, and Brad Yerger as elected officers. City Attorney Enenbach administered the oath of office to the incoming Council Members Brad Yerger, Mark Jensen, and Glen Ellis. Council Member Jacobus moved, seconded by Council Member Bechtel to approve Resolution 2018-276. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried.

Ordinance 5483 Unified Development Code amendment regarding the size and distance into right-of-way of projecting signs. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Jacobus moved, seconded by Council Member McClain to introduce the Ordinance. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried. City Clerk provided first reading.

Ordinance 5484 Unified Development Code amendment to updated definition of required yards to clarify requirements for landscaping. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Jensen moved, seconded by Council Member McClain to introduce the Ordinance. Ayes: Getzschman, McClain, Jacobus, Jensen, Bechtel. Nays: Yerger, Ellis. Motion carried. City Clerk provided first reading.

Ordinance 5485 Unified Development Code amendment to clarify when more than one use is allowed, on a lot. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the
CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS 400 EAST MILITARY, FREMONT NEBRASKA
December 20, 2018
6:00 p.m.

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. Roll call showed Council Members McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus and Legband present. 7 Council Members present.

Mayor Getzschman created the Ad Hoc Animal Control Advisory Committee to include the following Members: Chief Elliot, Dr. Mark Pettit, Council Member Yerger, Council Member Jacobus and Tamar Reed.

Mayor Getzschman created the Public Comment Advisory Committee to include the following members: Council Member McClain, Council Member Jacobus and Council Member Ellis.

Moved by Council Member McClain seconded by Council Member Legband to approve items four, six through eight, and ten of the consent agenda. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

4. Motion to approve December 12, 2018 through December 20, 2018 claims and authorize checks to be drawn on the proper accounts

6. Consideration of excavation/asphalt/concrete license applications

7. Resolution 2018-279 authorizing the Mayor to sign proposal by DataBank for OnBase software update to version 18.0.1

8. Resolution 2018-281 to renew the primary liability insurance coverage with Everest National Insurance Company (Everest) and the excess liability insurance coverage with Associated Electric & Gas Insurance Services (AEGIS) for December 31, 2018 - 2019 premium year for the Department of Utilities

10. Resolution 2018-283 appointing a member to the Northeast Nebraska solid Waste Coalition

Dispense with and approve December 11, 2018 minutes. Council Member Jacobus moved, seconded by Council Member Yerger to table the item until the next meeting. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Mayor Getzschman referred back to the previous action so that the item may be continued until the next meeting instead of tabled. Council Member Jacobus moved with the consent of Council Member Yerger to continue the item until the next meeting. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

Resolution 2018-282 authorizing submission of application for Tree City USA award. Council Member Jacobus moved, seconded by Council Member Legband to approve the Resolution for Tree City USA award. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

Ordinance 5483 Unified Development Code amendment regarding the size and distance into right-of-way of projecting signs. Council Member Legband moved, seconded by Council Member Jensen to hold second reading. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City
Clerk provided second reading.

Ordinance 5484 Unified Development Code amendment to updated definition of required yards to clarify requirements for landscaping. Council Member Legband moved, seconded by Council Member Jacobus to hold second reading. Ayes: McClain, Ellis, Bechtel, Jensen, Jacobus, Legband. Nay: Yerger. Motion carried. City Clerk provided second reading.

Ordinance 5485 Unified Development Code amendment to clarify when more than one use is allowed, on a lot. Council Member Legband moved, seconded by Council Member McClain to hold second reading. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.

Ordinance 5486 Unified Development Code amendment to screening requirements for service stations to type B unless abutting residential properties. Council Member Jacobus moved, seconded by Council Member Jensen to hold second reading. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Nay: Yerger. Motion carried. City Clerk provided second reading.

Ordinance 5487 second amendment to Gallery 23 Planned Unit Development to change the number lots, lot areas, widths and setbacks to allow for two story townhouse development at the north end of the development. Council Member Legband moved, seconded by Council Member Jensen to hold second reading. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.


Resolution 2018-280 to approve staff to purchase the residence at 1555 North Union Street Fremont Nebraska for future use by the City of Fremont Fire Department. Council Member McClain moved, seconded by Council Member Legband to purchase the residence at 1555 North Union Street in Fremont for Future use by the Fremont Fire Department. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

Elect a Council President. Council Member McClain moved, seconded by Council Member Legband to continue the item to the next meeting and only the next meeting. Ayes: McClain, Bechtel, Yerger, Jensen, Jacobus, Legband. Nay: Ellis. Motion carried.

Council Member Jacobus item - Resolution 2018-284 authorizing the City Attorney to pursue full reimbursement of unpaid earnest money/escrow and other expenses and fees resulting from purchase agreement signed by RTG Medical Inc. Council Member Jacobus moved, seconded by Council Member Yerger to receive into the record a report with the subject "Readytech-Go (RTG) Medical Inc. Real Estate Contract". Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council
10. Motion to approve December 21, 2018 through January 8, 2019 claims and authorize checks to be
drawn on the proper accounts. Council Member McClain moved, seconded by Council Member Jensen
to approve December 21, 2018 through January 8, 2019 claims and authorize checks to be drawn on
the proper accounts. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband, Kuhns. Motion carried.

11. Receive Report of the Treasury. Council Member McClain moved, seconded by Council Member
Yerger to receive the report of the treasury. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus,
Legband, Kuhns. Motion carried.

12. Dispense with and approve December 11, 2018 and December 20, 2018 minutes. Council Member
Jensen moved, seconded by Council Member Legband to approve the December 11, 2018 and
Motion carried.

18. Resolution 2019-007 clarifying legal description referenced in purchase agreements for the sale and
conveyance of real estate owned by the City of Fremont to the Dodge County Humane Society, Council
Member Jacobus moved, seconded by Council Member Yerger to continue the item and get clarification
on approval of purchase and potential violation of the Open Meetings Act. Ayes: Ellis, Bechtel, Yerger,

19. Ordinance 5483 Unified Development Code amendment regarding the size and distance into right-
of-way of projecting signs. Council Member Yerger moved, seconded by Council Member Jacobus to
continue the item. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried.

20. Ordinance 5484 Unified Development Code amendment to updated definition of required yards to
clarify requirements for landscaping. Council Member Yerger moved, seconded by Council Member
Jacobus to continue the item. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband.
Motion carried.

21. Ordinance 5485 Unified Development Code amendment to clarify when more than one use is
allowed on a lot. Council Member Yerger moved, seconded by Council Member Jacobus to continue the
item. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried.

22. Ordinance 5486 Unified Development Code amendment to screening requirements for service
stations to type 8 unless abutting residential properties. Council Member Yerger moved, seconded by
Council Member Jacobus to continue the item. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus,
Kuhns, Legband. Motion carried.

23. Ordinance 5487 second amendment to Gallery 23 Planned Unit Development to change the number
lots, lot areas, widths and setbacks to allow for two story townhouse development at the north end of
the development. Council Member Jacobus moved, seconded by Council Member Kuhns to approve
Motion carried. City Clerk provided final reading. Mayor Getzschman called for a final vote on the
Ordinance. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried.
Ordinance 5487 approved.
moved, seconded by Council Member McClain to approve Resolution 2019-016. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

UNFINISHED BUSINESS: requires individual associated action

22. Ordinance 5488 request for Voluntary Annexation of property by Bruce Coffey on behalf of Costco Wholesale / PCCW, Inc., owners of a tract of land being a part of Lot 1, East Inglewood Subdivision. Council Member Jacobus moved, seconded by Council Member Legband to amend so that the legal description is correct, and that it matches the survey information that is provided as a legal description on the Olsson & Associates boundary exhibit. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Legband moved, seconded by Council Member Jensen to hold second reading of the Ordinance as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.


23. Council Member Jacobus item - update on City Attorney factual investigation and legal analysis of unpaid earnest money/escrow and other expenses and fees resulting from purchase agreement signed by RTG Medical Inc. Council Member Jacobus moved, seconded by Council Member Legband to receive the RTG report. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.


25. Ordinance 5484 Unified Development Code amendment to updated definition of required yards to clarify requirements for landscaping. Council Member McClain moved, seconded by Council Member Jacobus to continue the item to the next meeting so that the Council can learn if there have been citizen comments. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jacobus, Legband. Nays: Jensen. Motion carried.


28. Ordinance 5492 vacating Cloverly Road from the new alignment of Cloverly Road to the new alignment of Downing Street. Council Member Jacobus moved, seconded by Council Member McClain to amend the Ordinance to include the word “of” to read as right of way from the East right of way line of Cloverly
*** Proof of Publication ***

Newspaper: FREMONT TRIBUNE

STATE OF NEBRASKA)
County of Dodge    ) SS.

City of Fremont

400 EAST MILITARY
FREMONT, NE 68025

ORDER NUMBER 801360

The undersigned, being duly sworn, deposes and says she/he is a Clerk of the Fremont Tribune a legal newspaper printed and published daily Tuesday-Saturday in Dodge County, State of Nebraska and of general circulation in Dodge County; that said newspaper has a bona fide circulation published within said county for more than 52 successive weeks immediately prior to the first date of the published notice, and is produced in an office maintained at the place of publication.

This affidavit is a true and corrected copy of notice which appeared in said newspaper. The notice was

PUBLISHED ON: 11/30/2018

TOTAL AD COST: 18.00

FILED ON: 12/3/2018

Clerk of the Fremont Tribune

Printed name:       
Signature:          Date 12/3/18

Subscribed and sworn to before me this 3 December 2018

Julie Preunke

Notary Public

JULIE VESKerna
GENERAL NOTARIAL SEAL
STATE OF NEBRASKA
COMMISSION EXPIRES JANUARY 15, 2019
CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS 400 EAST MILITARY, FREMONT NEBRASKA
December 11, 2018
7:00 p.m.

FINAL MEETING OF 2016-2018 CITY COUNCIL
City Council Chambers 400 East Military, Fremont, NE

After Study Session and 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. Roll call showed Council Members Schaller, McClain, Landholm, Jacobus, Bechtel and Anderson present. 6 Council Members present.


Dispense with and approve November 27, 2018 minutes. Council Member Anderson moved, seconded by Council Member Landholm to dispense with and approve the November 27, 2018 minutes. Ayes: Schaller, McClain, Landholm, Jacobus, Bechtel, Anderson. Motion carried.

Moved by Council Member Schaller seconded by Council Member Landholm to adjourn sine die. Ayes: Schaller, McClain, Landholm, Jacobus, Bechtel, Anderson. Motion carried. Meeting adjourned at 7:08 p.m.

ORGANIZATIONAL MEETING OF 2018-2020 CITY COUNCIL
City Council Chambers 400 East Military, Fremont NE

Mayor Getzschman 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. Roll call showed Council Members McClain, Ellis, Jacobus, Jensen, Bechtel and Yerger present. 6 Council Members present.

Resolution 2018-276 regarding qualification of Mark Legband, Glen Ellis, Mark Jensen, and Brad Yerger as elected officers. City Attorney Enenbach administered the oath of office to the incoming Council Members Brad Yerger, Mark Jensen, and Glen Ellis. Council Member Jacobus moved, seconded by Council Member Bechtel to approve Resolution 2018-276. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried.

Ordinance 5483 Unified Development Code amendment regarding the size and distance into right-of-way of projecting signs. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Jacobus moved, seconded by Council Member McClain to introduce the Ordinance. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried. City Clerk provided first reading.

Ordinance 5484 Unified Development Code amendment to updated definition of required yards to clarify requirements for landscaping. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Jensen moved, seconded by Council Member McClain to introduce the Ordinance. Ayes: Getzschman, McClain, Jacobus, Jensen, Bechtel. Nays: Yerger, Ellis. Motion carried. City Clerk provided first reading.

Ordinance 5485 Unified Development Code amendment to clarify when more than one use is allowed, on a lot. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the
Clerk provided second reading.

Ordinance 5484 Unified Development Code amendment to updated definition of required yards to clarify requirements for landscaping. Council Member Legband moved, seconded by Council Member Jacobus to hold second reading. Ayes: McClain, Ellis, Bechtel, Jensen, Jacobus, Legband. Nay: Yerger. Motion carried. City Clerk provided second reading.

Ordinance 5485 Unified Development Code amendment to clarify when more than one use is allowed on a lot. Council Member Legband moved, seconded by Council Member McClain to hold second reading. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.

Ordinance 5486 Unified Development Code amendment to screening requirements for service stations to type B unless abutting residential properties. Council Member Jacobus moved, seconded by Council Member Jensen to hold second reading. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Nay: Yerger. Motion carried. City Clerk provided second reading.

Ordinance 5487 second amendment to Gallery 23 Planned Unit Development to change the number lots, lot areas, widths and setbacks to allow for two story townhouse development at the north end of the development. Council Member Legband moved, seconded by Council Member Jensen to hold second reading. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.


Resolution 2018-280 to approve staff to purchase the residence at 1555 North Union Street Fremont Nebraska for future use by the City of Fremont Fire Department. Council Member McClain moved, seconded by Council Member Legband to purchase the residence at 1555 North Union Street in Fremont for future use by the Fremont Fire Department. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

Elect a Council President. Council Member McClain moved, seconded by Council Member Legband to continue the item to the next meeting and only the next meeting. Ayes: McClain, Bechtel, Yerger, Jensen, Jacobus, Legband. Nay: Ellis. Motion carried.

Council Member Jacobus item - Resolution 2018-284 authorizing the City Attorney to pursue full reimbursement of unpaid earnest money/escrow and other expenses and fees resulting from purchase agreement signed by RTG Medical Inc. Council Member Jacobus moved, seconded by Council Member Yerger to receive into the record a report with the subject “Readytech-Go (RTG) Medical Inc. Real Estate Contract”. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council
10. Motion to approve December 21, 2018 through January 8, 2019 claims and authorize checks to be drawn on the proper accounts. Council Member McClain moved, seconded by Council Member Jensen to approve December 21, 2018 through January 8, 2019 claims and authorize checks to be drawn on the proper accounts. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband, Kuhns. Motion carried.


12. Dispense with and approve December 11, 2018 and December 20, 2018 minutes. Council Member Jensen moved, seconded by Council Member Legband to approve the December 11, 2018 and December 20, 2018 minutes. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband, Kuhns. Motion carried.

18. Resolution 2019-007 clarifying legal description referenced in purchase agreements for the sale and conveyance of real estate owned by the City of Fremont to the Dodge County Humane Society. Council Member Jacobus moved, seconded by Council Member Yerger to continue the item and get clarification on approval of purchase and potential violation of the Open Meetings Act. Ayes: Ellis, Bechtel, Yerger, Jensen, Jacobus. Nays: McClain, Kuhns, Legband. Motion carried.

19. Ordinance 5483 Unified Development Code amendment regarding the size and distance into right-of-way of projecting signs. Council Member Yerger moved, seconded by Council Member Jacobus to continue the item. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried.

20. Ordinance 5484 Unified Development Code amendment to updated definition of required yards to clarify requirements for landscaping. Council Member Yerger moved, seconded by Council Member Jacobus to continue the item. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried.

21. Ordinance 5485 Unified Development Code amendment to clarify when more than one use is allowed on a lot. Council Member Yerger moved, seconded by Council Member Jacobus to continue the item. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried.

22. Ordinance 5486 Unified Development Code amendment to screening requirements for service stations to type B unless abutting residential properties. Council Member Yerger moved, seconded by Council Member Jacobus to continue the item. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried.

23. Ordinance 5487 second amendment to Gallery 23 Planned Unit Development to change the number lots, lot areas, widths and setbacks to allow for two story townhouse development at the north end of the development. Council Member Jacobus moved, seconded by Council Member Kuhns to approve final reading of the Ordinance. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a final vote on the Ordinance. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried. Ordinance 5487 approved.
moved, seconded by Council Member McClain to approve Resolution 2019-016. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

UNFINISHED BUSINESS: requires individual associated action

22. Ordinance 5488 request for Voluntary Annexation of property by Bruce Coffey on behalf of Costco Wholesale / PCCW, Inc., owners of a tract of land being a part of Lot 1, East Inglewood Subdivision. Council Member Jacobus moved, seconded by Council Member Legband to amend so that the legal description is correct, and that it matches the survey information that is provided as a legal description on the Olsson & Associates boundary exhibit. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Legband moved, seconded by Council Member Jensen to hold second reading of the Ordinance as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.

21. Ordinance 5489 request for Voluntary Annexation of property by Bruce Coffey on behalf of Costco Wholesale / PCCW, Inc., owners of a tract of land Southwest of the intersection of Cloverly Rd and Downing Street. Council Member Legband moved, seconded by Council Member McClain to approve second reading of the Ordinance. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.

22. Council Member Jacobus item - update on City Attorney factual investigation and legal analysis of unpaid earnest money/escrow and other expenses and fees resulting from purchase agreement signed by RTG Medical Inc. Council Member Jacobus moved, seconded by Council Member Legband to receive the RTG report. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.


25. Ordinance 5484 Unified Development Code amendment to updated definition of required yards to clarify requirements for landscaping. Council Member McClain moved, seconded by Council Member Jacobus to continue the item to the next meeting so that the Council can learn if there have been citizen comments. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jacobus, Legband. Nays: Jensen. Motion carried.


28. Ordinance 5492 vacating Cloverly Road from the new alignment of Cloverly Road to the new alignment of Downing Street. Council Member Jacobus moved, seconded by Council Member McClain to amend the Ordinance to include the word "of" to read as right of way from the East right of way line of Cloverly
TATE OF NEBRASKA
County of Dodge

City of Fremont

400 EAST MILITARY
FREMONT, NE 68025

ORDER NUMBER 801360

The undersigned, being duly sworn, deposes and says she/he is a Clerk of the Fremont Tribune a legal newspaper printed and published daily Tuesday-Saturday in Dodge County, State of Nebraska and of general circulation in Dodge County; that said newspaper has a bona fide circulation published within said county for more than 52 successive weeks immediately prior to the first date of the published notice, and is produced in an office maintained at the place of publication.

This affidavit is a true and corrected copy of notice which appeared in said newspaper. The notice was

PUBLISHED ON: 11/30/2018

TOTAL AD COST: 18.00

FILED ON: 12/3/2018

Clerk of the Fremont Tribune

Printed name: Tammy Breunke
Signature: Tammy Breunke Date 12/3/18

Subscribed and sworn to before me this 3 December, 2018

Julie Veskerna
Notary Public

Ordnance 5485

LEGAL NOTICE

CITY OF FREMONT,
NEBRASKA

NOTICE IS HEREBY GIVEN THAT:
Public hearings will be held by the CITY COUNCIL on the 11th day of December, 2018, at 7:00 P.M. with Study Session at 6:45 P.M., in the Council Chambers of the Fremont Municipal Building, located at 400 E. Military Ave., Fremont, Nebraska. In consideration of Amendments to Chapter 11 of the Fremont Municipal Code pertaining to zoning, subdivision and site development regulations, hereafter referred to as the Unified Development Code of the City of Fremont ("UDC"), particularly:

i. Expansion of Uses on Non-Standard Lots,

ii. Defining circumstances allowing more than one Main Use of a lot,

iii. Amend station requirements related to required yards and landscaping,


All meetings are open to the public, and a copy of the open meeting act is posted at each meeting facility. The agenda for such meetings is kept continually current and is available for public inspection at the office of the City Clerk, and is displayed in the Fremont Municipal Building. All interested parties shall be afforded at such public hearing a reasonable opportunity to express their views regarding the above referenced matter.

(11/30/1879150)
CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS 400 EAST MILITARY, FREMONT NEBRASKA
December 11, 2018
7:00 p.m.

FINAL MEETING OF 2016-2018 CITY COUNCIL
City Council Chambers 400 East Military, Fremont, NE

After Study Session and 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. Roll call showed Council Members Schaller, McClain, Landholm, Jacobus, Bechtel and Anderson present. 6 Council Members present.


Dispense with and approve November 27, 2018 minutes. Council Member Anderson moved, seconded by Council Member Landholm to dispense with and approve the November 27, 2018 minutes. Ayes: Schaller, McClain, Landholm, Jacobus, Bechtel, Anderson. Motion carried.

Moved by Council Member Schaller seconded by Council Member Landholm to adjourn sine die. Ayes: Schaller, McClain, Landholm, Jacobus, Bechtel, Anderson. Motion carried. Meeting adjourned at 7:08 p.m.

ORGANIZATIONAL MEETING OF 2018-2020 CITY COUNCIL
City Council Chambers 400 East Military, Fremont NE

Mayor Getzschman 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. Roll call showed Council Members McClain, Ellis, Jacobus, Jensen, Bechtel and Yerger present. 6 Council Members present.

Resolution 2018-276 regarding qualification of Mark Legband, Glen Ellis, Mark Jensen, and Brad Yerger as elected officers. City Attorney Enenbach administered the oath of office to the incoming Council Members Brad Yerger, Mark Jensen, and Glen Ellis. Council Member Jacobus moved, seconded by Council Member Bechtel to approve Resolution 2018-276. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried.

Ordinance 5483 Unified Development Code amendment regarding the size and distance into right-of-way of projecting signs. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Jacobus moved, seconded by Council Member McClain to introduce the Ordinance. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried. City Clerk provided first reading.

Ordinance 5484 Unified Development Code amendment to updated definition of required yards to clarify requirements for landscaping. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Jensen moved, seconded by Council Member McClain to introduce the Ordinance. Ayes: Getzschman, McClain, Jacobus, Jensen, Bechtel. Nays: Yerger, Ellis. Motion carried. City Clerk provided first reading.

Ordinance 5485 Unified Development Code amendment to clarify when more than one use is allowed, on a lot. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the
Council Member Jacobus moved, seconded by Council Member McClain to introduce the Ordinance. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried. City Clerk provided first reading.

Ordinance 5486 Unified Development Code amendment to screening requirements for service stations to type B unless abutting residential properties. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Jacobus moved, seconded by Council Member Bechtel to introduce the Ordinance. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel. Nay: Yerger. Motion carried. City Clerk provided first reading.

Ordinance 5487 second amendment to Gallery 23 Planned Unit Development to change the number lots, lot areas, widths and setbacks to allow for two story townhouse development at the north end of the development. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member McClain moved, seconded by Council Member Jacobus to introduce the Ordinance. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried. City Clerk provided first reading.

Resolution 2018-265 to approve amendment to Gallery 23 Preliminary Plat. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Jacobus moved, seconded by Council Member Jensen to approve Resolution 2018-265 with conditional requirements. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried.

Resolution 2018-266 to approve amendment to Gallery 23 Final Plat. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Yerger moved, seconded by Council Member McClain to approve Resolution 2018-266. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried.

Moved by Council Member McClain seconded by Council Member Jacobus to approve items twelve, fourteen through eighteen, and twenty through twenty one of the consent agenda. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried.

14. Appoint member to the Public Safety Answering Point Governing Board (staff report)
15. Appointments to Ridge Cemetery Association (staff report)
16. Appointment to Park & Recreation Board (staff report)
17. Appointment to Keep Fremont Beautiful Board (staff report)
18. Appointment to Northeast Nebraska Economic Development Board (staff report)
20. Authorize Mayor to sign Deed of Reconveyance, Shellgren, East Half of Lot 8 Block 30, Chase’s Addition, Fremont (staff report)
21. Resolution 2018-267 authorizing the Mayor to sign proposal by Municipal Code Corporation (Municode) for municipal code conversion, hosting and supplementation services (staff report)

Motion to approve November 28, 2018 through December 11, 2018 claims and authorize checks to be drawn on the proper accounts. Council Member Jacobus moved, seconded by council Member Yerger to receive updated memo from City staff. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried. Council Member Jensen moved, seconded by Council Member McClain to approve November 28, 2018 through December 11, 2018 amended claims and authorize checks to be drawn on the proper accounts. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried.

Appoint member to the Local Option Review Team. Council Member McClain moved, seconded by Council Member Bechtel to appoint Council Member Kuhns to the Local Option Review Team. Ayes: McClain, Bechtel, Jensen. Nays: Ellis, Yerger, Jacobus. Motion failed.
Clerk provided second reading.

Ordinance 5484 Unified Development Code amendment to updated definition of required yards to clarify requirements for landscaping. Council Member Legband moved, seconded by Council Member Jacobus to hold second reading. Ayes: McClain, Ellis, Bechtel, Jensen, Jacobus, Legband. Nay: Yerger. Motion carried. City Clerk provided second reading.

Ordinance 5485 Unified Development Code amendment to clarify when more than one use is allowed, on a lot. Council Member Legband moved, seconded by Council Member McClain to hold second reading. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.

Ordinance 5486 Unified Development Code amendment to screening requirements for service stations to type B unless abutting residential properties. Council Member Jacobus moved, seconded by Council Member Jensen to hold second reading. Ayes: McClain, Ellis, Bechtel, Jensen, Jacobus, Legband. Nay: Yerger. Motion carried. City Clerk provided second reading.

Ordinance 5487 second amendment to Gallery 23 Planned Unit Development to change the number lots, lot areas, widths and setbacks to allow for two story townhouse development at the north end of the development. Council Member Legband moved, seconded by Council Member Jensen to hold second reading. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.


Resolution 2018-280 to approve staff to purchase the residence at 1555 North Union Street Fremont Nebraska for future use by the City of Fremont Fire Department. Council Member McClain moved, seconded by Council Member Legband to purchase the residence at 1555 North Union Street in Fremont for Future use by the Fremont Fire Department. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

Elect a Council President. Council Member McClain moved, seconded by Council Member Legband to continue the item to the next meeting and only the next meeting. Ayes: McClain, Bechtel, Yerger, Jensen, Jacobus, Legband. Nay: Ellis. Motion carried.

Council Member Jacobus item - Resolution 2018-284 authorizing the City Attorney to pursue full reimbursement of unpaid earnest money/escrow and other expenses and fees resulting from purchase agreement signed by RTG Medical Inc. Council Member Jacobus moved, seconded by Council Member Yerger to receive into the record a report with the subject “Readytech-Go (RTG) Medical Inc. Real Estate Contract”. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council
10. Motion to approve December 21, 2018 through January 8, 2019 claims and authorize checks to be drawn on the proper accounts. Council Member McClain moved, seconded by Council Member Jensen to approve December 21, 2018 through January 8, 2019 claims and authorize checks to be drawn on the proper accounts. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband, Kuhns. Motion carried.


12. Dispense with and approve December 11, 2018 and December 20, 2018 minutes. Council Member Jensen moved, seconded by Council Member Legband to approve the December 11, 2018 and December 20, 2018 minutes. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband, Kuhns. Motion carried.

18. Resolution 2019-007 clarifying legal description referenced in purchase agreements for the sale and conveyance of real estate owned by the City of Fremont to the Dodge County Humane Society. Council Member Jacobus moved, seconded by Council Member Yerger to continue the item and get clarification on approval of purchase and potential violation of the Open Meetings Act. Ayes: Ellis, Bechtel, Yerger, Jensen, Jacobus. Nays: McClain, Kuhns, Legband. Motion carried.

19. Ordinance 5483 Unified Development Code amendment regarding the size and distance into right-of-way of projecting signs. Council Member Yerger moved, seconded by Council Member Jacobus to continue the item. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried.

20. Ordinance 5484 Unified Development Code amendment to updated definition of required yards to clarify requirements for landscaping. Council Member Yerger moved, seconded by Council Member Jacobus to continue the item. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried.

21. Ordinance 5485 Unified Development Code amendment to clarify when more than one use is allowed on a lot. Council Member Yerger moved, seconded by Council Member Jacobus to continue the item. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried.

22. Ordinance 5486 Unified Development Code amendment to screening requirements for service stations to type B unless abutting residential properties. Council Member Yerger moved, seconded by Council Member Jacobus to continue the item. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried.

23. Ordinance 5487 second amendment to Gallery 23 Planned Unit Development to change the number lots, lot areas, widths and setbacks to allow for two story townhouse development at the north end of the development. Council Member Jacobus moved, seconded by Council Member Kuhns to approve final reading of the Ordinance. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a final vote on the Ordinance. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried. Ordinance 5487 approved.
moved, seconded by Council Member McClain to approve Resolution 2019-016. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

**UNFINISHED BUSINESS: requires individual associated action**

22. Ordinance 5488 request for Voluntary Annexation of property by Bruce Coffey on behalf of Costco Wholesale / PCCW, Inc., owners of a tract of land being a part of Lot 1, East Inglewood Subdivision. Council Member Jacobus moved, seconded by Council Member Legband to amend so that the legal description is correct, and that it matches the survey information that is provided as a legal description on the Olsson & Associates boundary exhibit. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Legband moved, seconded by Council Member Jensen to hold second reading of the Ordinance as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.

21. **Ordinance 5489** request for Voluntary Annexation of property by Bruce Coffey on behalf of Costco Wholesale / PCCW, Inc., owners of a tract of land Southwest of the intersection of Cloverly Rd and Downing Street. Council Member Legband moved, seconded by Council Member McClain to approve second reading of the Ordinance. Ayes: Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.

23. Council Member Jacobus item - update on City Attorney factual investigation and legal analysis of unpaid earnest money/escrow and other expenses and fees resulting from purchase agreement signed by RTG Medical Inc. Council Member Jacobus moved, seconded by Council Member Legband to receive the RTG report. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.


25. Ordinance 5484 Unified Development Code amendment to updated definition of required yards to clarify requirements for landscaping. Council Member McClain moved, seconded by Council Member Jacobus to continue the item to the next meeting so that the Council can learn if there have been citizen comments. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jacobus, Legband. Nays: Jensen. Motion carried.


28. Ordinance 5492 vacating Cloverly Road from the new alignment of Cloverly Road to the new alignment of Downing Street. Council Member Jacobus moved, seconded by Council Member McClain to amend the Ordinance to include the word "of" to read as right of way from the East right of way line of Cloverly
*** Proof of Publication ***

Newspaper: FREMONT TRIBUNE

TATE OF NEBRASKA)
County of Dodge ) SS.

City of Fremont

400 EAST MILITARY
FREMONT, NE 68025

ORDER NUMBER: 801360

The undersigned, being duly sworn, deposes and says she/he is a Clerk of the Fremont Tribune a legal newspaper printed and published daily Tuesday-Saturday in Dodge County, State of Nebraska and of general circulation in Dodge County; that said newspaper has a bona fide circulation published within said county for more than 52 successive weeks immediately prior to the first date of the published notice, and is produced in an office maintained at the place of publication.

This affidavit is a true and corrected copy of notice which appeared in said newspaper. The notice was

PUBLISHED ON: 11/30/2018

TOTAL AD COST: 18.00

FILED ON: 12/3/2018

Clerk of the Fremont Tribune

Printed name: Tammy Breunke
Signature: Tammy Breunke Date: 12/18/18

Subscribed and sworn to before me this

_3_ December, 2018

Julie Vetkema Notary Public

LEGAL NOTICE
CITY OF FREMONT,
NEBRASKA

NOTICE IS HEREBY GIVEN THAT:
Public hearings will be held by the CITY COUNCIL on the 11th day of December, 2018, at 7:00 P.M. with Study Session at 6:45 P.M., in the Council Chambers of the Fremont Municipal Building, located at 400 E. Military Ave., Fremont, Nebraska. In consideration of Amendments to Chapter 11 of the Fremont Municipal Code pertaining to zoning, subdivision and site development regulations, hereinafter referred to as the Unified Development Code of the City of Fremont ("UDC"); particularly:

i. Expansion of Uses on Non-Standard Lots.
ii. Defining circumstances allowing more than one Main Use of a lot.

Amendments to setback, frontage and other requirements related to required yards and landscaping.

Yard Definitions, specifically: Front Yard, Side Yard, Street Side Yard and Rear Yard.

All meetings are open to the public, and a copy of the open meetings act is posted at each meeting facility. The agenda for such meetings is kept continually current and is available for public inspection at the office of the City Clerk, and is displayed in the Fremont Municipal Building. All interested parties shall be afforded such public hearing a reasonable opportunity to express their views regarding the above referenced matter.

(11:30:18/79150)

Ordinance 3484
LEGAL NOTICE
CITY OF FREMONT, NEBRASKA
NOTICE IS HEREBY GIVEN THAT:
A Public Hearing will be held by the Planning Commission on the 19th
day of November, 2019, at 5:30 P.M., with Study Session
at 4:30 P.M., in the Council Chambers of the
Fremont Municipal Building, located at 401 E. Military
Ave, Fremont, Nebraska. In consideration of
Amendments to Chapter 11 of the Fremont Municipal
Code pertaining to zoning, subdivision and site
development regulations, hereinafter referred to as the
Unified Development Code of the City of Fremont
"UDC"), particularly:
1. Requirements regarding fences and walls in
   residential districts,
  i. Expansion of uses on non-standard lots,
  ii. Defining circumstances allowing more than
      one Main Upland lot,
  v. Amendments to service station requirements related
to required yards and
      landscaping
  v. Yard Debletions specifically:
      Front Yard, Side Yard, Street Side Yard, and
      Rear Yard.
All meetings are open to the public and a copy of the
open meetings act is posted at each meeting facility. The
agenda for such meetings is kept continuously current and
is available for public inspection at the offices of the
City Clerk, and is displayed in the Fremont Municipal
Building. All interested parties shall be afforded all
such public hearing a reasonable opportunity to express
their views regarding the above referenced matter.

(11:31070979)

LEGAL NOTICE
CITY OF FREMONT, NEBRASKA
public. Council Member Jacobus moved, seconded by Council Member McClain to introduce the Ordinance. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried. City Clerk provided first reading.

Ordinance 5486 Unified Development Code amendment to screening requirements for service stations to type B unless abutting residential properties. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Jacobus moved, seconded by Council Member Bechtel to introduce the Ordinance. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel. Nay: Yerger. Motion carried. City Clerk provided first reading.

Ordinance 5487 second amendment to Gallery 23 Planned Unit Development to change the number lots, lot areas, widths and setbacks to allow for two story townhouse development at the north end of the development. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member McClain moved, seconded by Council Member Jacobus to introduce the Ordinance. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried. City Clerk provided first reading.

Resolution 2018-265 to approve amendment to Gallery 23 Preliminary Plat. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Jacobus moved, seconded by Council Member Jensen to approve Resolution 2018-265 with conditional requirements. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried.

Resolution 2018-266 to approve amendment to Gallery 23 Final Plat. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Yerger moved, seconded by Council Member McClain to approve Resolution 2018-266. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried.

Moved by Council Member McClain seconded by Council Member Jacobus to approve items twelve, fourteen through eighteen, and twenty through twenty one of the consent agenda. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried.

14. Appoint member to the Public Safety Answering Point Governing Board (staff report)
15. Appointments to Ridge Cemetery Association (staff report)
16. Appointment to Park & Recreation Board (staff report)
17. Appointment to Keep Fremont Beautiful Board (staff report)
18. Appointment to Northeast Nebraska Economic Development Board (staff report)
20. Authorize Mayor to sign Deed of Reconveyance, Shellgren, East Half of Lot 8 Block 30, Chase’s Addition, Fremont (staff report)
21. Resolution 2018-267 authorizing the Mayor to sign proposal by Municipal Code Corporation (Municode) for municipal code conversion, hosting and supplementation services (staff report)

Motion to approve November 28, 2018 through December 11, 2018 claims and authorize checks to be drawn on the proper accounts. Council Member Jacobus moved, seconded by council Member Yerger to receive updated memo from City staff. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried. Council Member Jensen moved, seconded by Council Member McClain to approve November 28, 2018 through December 11, 2018 amended claims and authorize checks to be drawn on the proper accounts. Ayes: McClain, Ellis, Jacobus, Jensen, Bechtel, Yerger. Motion carried.

Appoint member to the Local Option Review Team. Council Member McClain moved, seconded by Council Member Bechtel to appoint Council Member Kuhns to the Local Option Review Team. Ayes: McClain, Bechtel, Jensen. Nays: Ellis, Yerger, Jacobus. Motion failed.
moved, seconded by Council Member McClain to approve Resolution 2019-016. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

UNFINISHED BUSINESS: requires individual associated action

22. Ordinance 5488 request for Voluntary Annexation of property by Bruce Coffey on behalf of Costco Wholesale / PCCW, Inc., owners of a tract of land being a part of Lot 1, East Inglewood Subdivision. Council Member Jacobus moved, seconded by Council Member Legband to amend so that the legal description is correct, and that it matches the survey information that is provided as a legal description on the Olsson & Associates boundary exhibit. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Legband moved, seconded by Council Member Jensen to hold second reading of the Ordinance as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.


23. Council Member Jacobus item - update on City Attorney factual investigation and legal analysis of unpaid earnest money/escrow and other expenses and fees resulting from purchase agreement signed by RTG Medical Inc. Council Member Jacobus moved, seconded by Council Member Legband to receive the RTG report. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.


25. Ordinance 5484 Unified Development Code amendment to updated definition of required yards to clarify requirements for landscaping. Council Member McClain moved, seconded by Council Member Jacobus to continue the item to the next meeting so that the Council can learn if there have been citizen comments. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jacobus, Legband. Nays: Jensen. Motion carried.


28. Ordinance 5492 vacating Cloverly Road from the new alignment of Cloverly Road to the new alignment of Downing Street. Council Member Jacobus moved, seconded by Council Member McClain to amend the Ordinance to include the word “of” to read as right of way from the East right of way line of Cloverly
TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Brian Newton, City Administrator

DATE: January 29, 2019

SUBJECT: Resolution to clarify legal description

Recommendation: Approve Resolution 2019-007

Background: This resolution is to clarify legal description referenced in a purchase agreement previously approved by the City for the sale of real estate owned by the City of Fremont in the Missouri Valley Land Company’s Subdivision Replat of Lot 14. The legal description unintentionally omitted references to the correct lot number (Lot 14A), but the legal description currently in the purchase agreement did clearly identify the property the city intends to convey, as there is only one Lot containing 4.27 acres.

Fiscal Impact: None
A RESOLUTION CLARIFYING LEGAL DESCRIPTION REFERENCED IN PURCHASE AGREEMENTS FOR THE SALE AND CONVEYANCE OF REAL ESTATE OWNED BY THE CITY OF FREMONT, NEBRASKA.

WHEREAS, The City of Fremont, Nebraska approved a Real Estate Purchase Agreement for the sale of City owned Real Estate located in the Missouri Valley Land Company’s Subdivision replat of Lot 14 in Fremont, Nebraska in the City Council of the City of Fremont, Nebraska Ordinance No. 5481 ("Purchase Agreement");

WHEREAS, Due to scrivener error, the legal description unintentionally omitted reference to the correct Lot number;

WHEREAS, Despite such unintentional omission, the legal description in the Purchase Agreement clearly identify the property the City intends to convey as:

- Pertaining to Ordinance No. 5481, there is only one Lot (Lot 14A) that contains 4.27 acres;

WHEREAS, the City desires to clarify the legal description.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS: That the City of Fremont clarifies that the lot listed in Ordinance No. 5481 is in Missouri Valley Land Company’s Subdivision replat of Lot 14A.

Passed and approved this ____ day of January, 2019.

CITY OF FREMONT, NEBRASKA

____________________________
Scott Getzschman, Mayor

ATTEST:

____________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Tyler Ficken, City Clerk
DATE: February 12, 2019
SUBJECT: Business Improvement District #1

Recommendation: Move to approve Resolution Levying Assessments

Background: Consider Resolution levying a special tax and assessments for Business Improvement District #1.

Resolution levies assessments set by the City Council sitting as a Board of Equalization for Business Improvement District #1 in the amount of $48,195.62. The proposed assessments are for the following activities within the District: Retention and Recruitment, Downtown Beautification, Implementation and Maintenance, and Promotion and Marketing.
RESOLUTION NO. 2019-023

RESOLUTION MAKING ASSESSMENTS IN THE BUSINESS IMPROVEMENT DISTRICT #1 OF THE CITY OF FREMONT, NEBRASKA

WHEREAS, a notice has been published as provided by law, concerning the levy of special assessments in the Downtown Business Improvement District #1 in the Fremont Tribune on January 26, 2019, February 2, 2019 and February 9, 2019.

WHEREAS, a public hearing has been conducted as provided by law relative to the levy of special assessments in said District.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, that after full consideration of the schedule of assessments to be made by the City Council sitting as a Board of Equalization for the cost of activities to be undertaken with the District, all as outlined in Ordinance No. 5388, Section 10-709, and of the objections to the assessments shown in said schedule:

See Attached Exhibit A.

And after full consideration, appraisement and appointment of the special benefits conferred upon the property shown in said schedule, the Mayor and City Council find that said properties are especially benefitted by said improvement in the amounts shown on said schedule, and that the amounts are in proportion to the special benefits, or of the cost of the improvements; and

BE IT FURTHER RESOLVED, that said schedule of assessments be and the same are hereby approved as herein provided and/or corrected; and

BE IT FURTHER RESOLVED, that there be and there is hereby assessed and levied as a special tax against and upon each of the lots, parts of lots and parcels of land liable to be assessed for the cost of improvements located in the Business Improvement District as shown in said schedule, the respective sum expressed in figures set opposite to each of the same as provided by this resolution, said assessments being levied against said lots, parts of lots and parcels of ground on account of the activities to be undertaken as hereinbefore described; and

BE IT FURTHER RESOLVED, that said assessments against said lots, parts of lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon
said property by said improvements and not in excess of such benefits or of the cost of the improvements; and

BE IT FURTHER RESOLVED, that all special assessments above provided shall become due April 15, 2019, and shall be collected in the usual manner for the collection of taxes.

PASSED AND APPROVED this 12th day of February, 2019.

_____________________________
Scott Getzschman, Mayor

ATTEST:

___________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Dave Goedeken, Director of Public Works
DATE: February 12, 2019
SUBJECT: Interlocal Agreement with Lower Platte North NRD for Hazard Mitigation Plan/Flood Risk Analysis

Recommendation: Approve Resolution 2019-025

**Background:** The City first partnered with the Lower Platte North NRD to produce a Hazard Mitigation Plan (HMP) in May 2015. That plan was an update to a 2010 HMP. Participants in the 2015 plan included twenty-three villages (including Cedar Bluffs and Englewood), six cities (including Wahoo, North Bend, and Schuyler), Butler, Saunders, and Dodge Counties, five regional school districts, and the Lower Platte North NRD. The primary purpose of the plan was to identify threats and reduce risk and vulnerabilities in order to lessen the impacts from natural and man-made disasters. The 2015 plan was completed by JEO Engineering.

The Lower Platte North NRD had again contracted with JEO Engineering to complete a 2019 HMP plan, an update of the 2015 HMP plan. The Lower Platte North NRD secured grant assistance from the Federal Emergency Management Agency (FEMA) for 75% of the cost of the update. Through an Interlocal Agreement with the Lower Platte North NRD, Fremont is obligated to contribute $15,625 (25% of the estimated total cost of $62,500, which is attributed to Fremont’s share of the plan. The agreement extends until December 31, 2020, when the HMP is projected to be complete.

**Fiscal Impact:** Not to exceed $15,625.
AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of __1/10/19__ ("Effective Date") between Lower Platte North NRD ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Lower Platte North NRD Hazard Mitigation Plan ("Project").

JEO Project Number: 170337.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in the Assumptions Section of Exhibit A and Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:
   a. Phase 1 - $75,000 (Lump Sum)
   b. Phase 2 - $125,000 (Lump Sum)*
   c. Phase 3 - $50,000 (Lump Sum)*

Total Project Fee: $250,000 (Lump Sum)

*Pending a notice to proceed from the LPNNRD staff following local board approval and the signing of an interlocal agreement between the NRD and respective community.

C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.
ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: Lower Platte North Natural Resources District

By: Gene A. Kuzicka

Title: Board Chairperson

Date Signed: ______________________

Address for giving notices:

________________________
Lower Platte North NRD
511 Commercial Park Road
Wahoo, NE 68066

Engineer: JEO Consulting Group, Inc.

By: Lalit K Jha

Title: Vice President, Water Resources

Date Signed: ______________________

Address for giving notices:

________________________
JEO Consulting Group, Inc.
142 West 11th Street
PO Box 207
Wahoo, NE 68066
1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JE0) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner’s requirements for the project; designate and identify in writing a person to act with authority on the owner’s behalf in respect to all aspects of the project; examine and respond promptly to JEO’s submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO’s services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO’s obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO’s services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO’s statement, JEO may, after giving 7 days’ written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO’s profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO’s services.

JE0 shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO’s written authorization shall be at the owner’s risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney’s fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user’s sole risk.
   a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.
   b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.
   c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.
   d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
   e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of
11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:
   a. Workers’ Compensation: Statutory
   b. Employer’s Liability
      I. Each Accident: $500,000
      II. Disease, Policy Limit: $500,000
      III. Disease, Each Employee: $500,000
   c. General Liability
      I. Each Occurrence (Bodily Injury and Property Damage): $1,000,000
      II. General Aggregate: $2,000,000
   d. Auto Liability
      I. Combined Single: $1,000,000
   e. Excess or Umbrella Liability
      I. Each Occurrence: $1,000,000
      II. General Aggregate: $1,000,000
   f. Professional Liability:
      I. Each Occurrence: $1,000,000
      II. General Aggregate: $2,000,000
   g. All policies of property insurance shall contain provisions to the effect that JEO and JEO’s consultants’ interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
   h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO’s consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
   i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.
   a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
   b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor’s subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
   c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO’s services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use 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 pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.
PROJECT DESCRIPTION

The primary objective of this project is to update the current 2015 Multi-Jurisdictional Hazard Mitigation Plan (HMP). Hazard mitigation planning has its origins in the Disaster Mitigation Act of 2000 (DMA 2000). The DMA 2000 was an effort by the federal government to encourage planning for risk reduction and provide funding assistance for project implementation. The HMP will be a community-guided document that identifies vulnerability to natural and human-caused hazards, and mitigation projects to reduce or eliminate this vulnerability. The outcome of the project will be an updated HMP for the planning area. This project also includes a parcel level analysis examining structures and parcels within flood prone areas for the communities of Fremont and Schuyler.
Project Tasks
For the purposes of this scope of services, JEO Consulting Group and/or its subconsultants shall be referred to as JEO. The following tasks will be completed for this project:

Phase I

Task 1: Project Management, Kick-Off Meeting, and Agency Coordination
Task 1.1 Project Management: JEO will provide monthly update reports and project invoices. The monthly report will contain information that will be required for the NEMA/FEMA quarterly reports, as well as other relevant project information. JEO project management will also include, but is not limited to, meetings and correspondence with local, state, and federal agencies as required to complete the plan update; responding to jurisdictional questions and request for information; attending up to two regularly scheduled NRD board meetings; and, aiding in the completion of NEMA/FEMA required quarterly reports.

Task 1.2 Develop Project Management Plan: JEO will develop a project management plan that includes a framework for project related communications, proposed project schedule, anticipated project milestones, and project deadlines.

Task 2: Public and Stakeholder Engagement
Task 2.1 Kick-Off Meeting JEO and the project planning team will attend the project kick-off meeting. JEO will develop meeting materials to include a meeting agenda, proposed project schedule, draft meeting materials, draft project announcement, draft contact list, and other items as necessary.

Task 2.2 Project Information and Project Announcement: JEO will develop press releases and other information for public distribution. Project announcements and information may include, but are not limited to, project kick-off press release; severe weather awareness week announcements; plan completion press release; social media prompts and content; and, posters and/or flyers.

Task 2.3 Public Meetings: JEO will facilitate up to three public meetings two times during the planning process, for a total of up to six public meetings. In addition to the public meetings, JEO will meet one-on-one, up to two times per jurisdiction, with communities preferring this approach, for up to a total of 30 one-on-one meetings.

Task 2.4 Project Website: JEO will develop a website specifically devoted to the Lower Platte North NRD HMP update. The website will include project status, project meeting dates and locations, project deadlines, and project related materials. When a draft plan is completed, JEO will post the draft plan on this website during the public review/comment period.

Task 3: Data Collection
Task 3.1 Gather and Review Background Information: JEO will gather and review information and data required for the successful update of this plan. This includes coordinating with state agencies, such as NEMA and NeDNR for relevant data. In addition to gathering data from online sources to include, but not limited to, NCEI; NDMC; FEMA; SBA; USDA; PHMSA; and others.

Task 3.2 Field Data Collection: JEO will coordinate with local and county representatives to update field related data such as critical facilities, structural inventory, site specific hazards, community specific issues, and other topics.

(Exhibit A – Scope of Services)
Task 3.3 Risk Assessment: JEO will collect data required to complete the risk assessment process. This includes, but is not limited to, GIS data, floodplain studies, FIRM data, and other information as identified. This phase also includes the production of GIS maps which will be required for the risk assessment analysis.

**Task 4: Develop Mitigation Plan**

**Task 4.1 Develop Mitigation Plan:** JEO will develop all components of the HMP. The plan will be divided into two primary sections: the regional plan overview and jurisdictional profiles. The regional plan will include a summary of the planning process, discussion of regional demographics, review of the structural inventory, climatic data, hazard definition and profiles, historical hazard occurrence information, event extent, estimation of historic losses, and the plan maintenance protocols. Municipal profiles will provide a specific analysis for each participating jurisdiction. The profiles will include the following information, as is relevant, for each participating jurisdiction: jurisdictional history; climatic anomalies from the regional data; local structural inventory and critical facilities; local hazard history and experiences; local capabilities to implement mitigation strategies; locally identified mitigation strategies; and, an examination of local planning mechanisms.

**Task 4.2 Review and Revision of Draft HMP:** JEO will complete needed revisions identified during the public review process prior to submission of the plan to NEMA/FEMA for review.

**Task 4.3 Quality Control:** JEO will conduct a thorough review of the HMP for both grammatical and technical accuracy.

**Task 5: Submission and Adoption of the HMP**

**Task 5.1 Plan Submission:** JEO will complete the required documentation of plan completion and submit the plan to NEMA to initiate the review process. JEO will communicate with the project planning team when this has occurred.

**Task 5.2 Revise Plan:** If the NEMA/FEMA review results in a request for revisions, JEO will complete the requested revisions as appropriate to receive approval of the HMP.

**Task 5.3 Resubmit Plan:** Upon completion of the requested revisions, JEO will resubmit the plan to the state.

**Task 5.4 Plan Adoption and Distribution of Plan:** JEO will develop draft adoption resolutions for the participating jurisdictions. JEO will send the draft adoption resolutions, as well as copies of the final plan, to the responsible parties to initiate the adoption process. The NRD and county EMAs will receive electronic and hard copies of the plan. All other jurisdictions will receive electronic copies of the plan. JEO will not attend local or county board meetings during the adoption process. JEO will collect adoption resolutions from plan participants and send them to NEMA.

**Phase II**

**Task 6: Parcel-Level Flood Risk Assessment**

**Task 6.1 Target Areas and Community Coordination:** The team will coordinate flood risk assessment goals with the community. The approach and desired outcomes regarding target locations for the parcel-level assessment and flood risk mitigation action identification and prioritization will be discussed.

*Page 3 of 8*  
*(Exhibit A – Scope of Services)*
Task 6.2 Background Data Review: JEO will compile available background data and studies and review previous studies, available flood risk data, and mitigation alternatives previously investigated. Based on available flood risk and elevation data, the relative risk of flooding for buildings in the flood risk target areas identified by the community will be assessed. A flood risk property score will be developed to identify the buildings most at risk of flood damages.

Task 6.3 Mitigation Action Identification and Prioritization: Based on the flood risk property scores an evaluation of the potentially most effective mitigation alternatives will be completed. Flood mitigation priority scores will be developed and combined with the flood risk property scores to prioritize individual properties and mitigation actions for properties within the flood risk target areas. A summary report will be developed that identifies the prioritized mitigation actions and provides guidance on a pathway to implementation including project funding alternatives.

Phase III
Task 7: Project Screening and Additional Project Tasks
Task 7.1 Additional Project Tasks: JEO will perform additional project tasks pending the identification and scoping of additional services during the planning process. No work to proceed without a notice to proceed by LPNNRD staff.

Deliverables
Deliverables will be distributed to the NRD and stakeholders as necessary throughout the project. Specific deliverables for this project will include:

a) Monthly progress reports
b) Electronic copies of the Hazard Mitigation Plan (For plan participants)
c) Up to 8 print copies of the Hazard Mitigation Plan (For the NRD and participating counties)
d) Electronic copies of all data and reports related to the Parcel Level Flood Risk Assessment

Assumptions

<table>
<thead>
<tr>
<th>JEO will...</th>
<th>Project Planning Team will...</th>
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<tbody>
<tr>
<td>Conduct kick-off meeting</td>
<td>Attend kick-off meeting</td>
</tr>
<tr>
<td>Develop/proposal project schedule</td>
<td>Comment on and approve project schedule</td>
</tr>
<tr>
<td>Compile list of eligible participants, stakeholders, and others to be involved in the planning process (lists to be confirmed by emergency managers, NRD, and staff)</td>
<td>Confirm eligible participants, stakeholders, and others to involve in the process</td>
</tr>
<tr>
<td>Develop and maintain project website (update with meeting/webinar dates and locations)</td>
<td>Post project status, draft plan, and other items on local website</td>
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<tr>
<td>Review current HMP for necessary changes related to FEMA regulations</td>
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Meetings

| Provide project progress meetings to NRD board (up to two total) | Attend project related meetings |
| Provide project update reports to planning committee | Finalize meeting dates |
| Provide 30-day and 14-day meeting | Send 30-day and 14-day correspondence (letter and/or email) for all rounds of meetings/webinars, send out |

(Exhibit A – Scope of Services)
<table>
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<tr>
<th>JEO will...</th>
<th>Project Planning Team will...</th>
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<tbody>
<tr>
<td>correspondence (letter and/or email) for all rounds of meetings/webinars, project announcement(s), and press release(s)</td>
<td>project announcement(s), press release(s), and utilize existing social media for community awareness</td>
</tr>
<tr>
<td>Suggest webinar/meeting dates</td>
<td>Identify/secure meeting locations</td>
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<tr>
<td>Schedule and facilitate one-on-one meetings</td>
<td>Follow up with jurisdictions unable to attend public or one-on-one meetings</td>
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<tr>
<td>Send post-meeting follow-up information as required</td>
<td>Assist in gaining buy-in from communities hesitant to engage in the planning process</td>
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**Data Collection**

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<thead>
<tr>
<th>JEO will...</th>
<th>Project Planning Team will...</th>
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<tbody>
<tr>
<td>Provide surveys/data collection mechanisms/handouts</td>
<td>Assist in survey/documentation completion</td>
</tr>
<tr>
<td>Request parcel data (structural inventory) from county assessor office</td>
<td>Follow-up with communities to collect survey/documentation/paperwork/future land-use maps (as needed)</td>
</tr>
<tr>
<td>Collect historical occurrence records (NCEI, NFS, USDA, US Census, PHMSA, Newspaper clippings, FSA, NeDNR, FEMA, others as appropriate)</td>
<td>Assist with collection of available data (i.e. GIS files for structural inventory), as needed</td>
</tr>
<tr>
<td>Collect reported impacts and losses</td>
<td>Assist communities in identification of mitigation strategies</td>
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<tr>
<td>Provide feedback and guidance on the identification of mitigation strategies</td>
<td>Assist communities in ranking and prioritizing mitigation alternatives</td>
</tr>
<tr>
<td>Provide feedback and guidance on the ranking and prioritization of mitigation alternatives</td>
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<tr>
<td>Provide feedback and guidance on the implementation plan/strategies</td>
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<tr>
<td>Post plan on website for public review period</td>
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**Plan Development**

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<thead>
<tr>
<th>JEO will...</th>
<th>Project Planning Team will...</th>
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<tbody>
<tr>
<td>Develop HMP document</td>
<td>Finalize plan maintenance</td>
</tr>
<tr>
<td>Update and define the risk assessment methodology</td>
<td>Review the plan prior to submission for accuracy, provide feedback, and comment on the plan</td>
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<tr>
<td>Develop proposed mitigation strategies based on data collected and risk assessment</td>
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<tr>
<td>Suggest plan maintenance protocol</td>
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<td>QA/QC of document prior to public review</td>
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<td>Complete state required data sheets</td>
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**Submission and Adoption**

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<thead>
<tr>
<th>JEO will...</th>
<th>Project Planning Team will...</th>
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<tr>
<td>Submit plan for review</td>
<td>Meet with NEMA for plan review (as needed)</td>
</tr>
<tr>
<td>Meet with NEMA for plan review (as needed)</td>
<td>Adopt the HMP</td>
</tr>
<tr>
<td>Complete HMP revisions as required by the state and/or FEMA</td>
<td>Assist with local adoption of the HMP</td>
</tr>
<tr>
<td>Resubmit plan (as needed)</td>
<td>Provide contact information for eligible participants and others</td>
</tr>
<tr>
<td>Develop draft adoption resolutions</td>
<td>Post project status, draft plan, and other items on local website</td>
</tr>
<tr>
<td>Provide updates to participating jurisdictions and the planning committee regarding plan review status</td>
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*Exhibit A – Scope of Services*
<table>
<thead>
<tr>
<th>JEO will...</th>
<th>Project Planning Team will...</th>
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<tbody>
<tr>
<td><strong>Parcel-Level</strong></td>
<td><strong>Flood Risk Assessment</strong></td>
</tr>
<tr>
<td>Schedule meetings with Fremont and Schuyler to coordinate on the assessment process</td>
<td>Attend meetings and assist with development of a planning team for the assessment</td>
</tr>
<tr>
<td>Coordinate with Fremont and Schuyler to identify flood risk target areas</td>
<td>Identify/Secure meeting locations</td>
</tr>
<tr>
<td>Compile and review available background data and studies</td>
<td>Send 30-day and 14-day correspondence (letter and/or email) for all rounds of meetings, send out project announcement(s), press release(s), and utilize existing social media for community awareness</td>
</tr>
<tr>
<td>Evaluate most effective mitigation alternatives for identified buildings</td>
<td>Follow-up with jurisdictions unable to attend public or one-on-one meetings</td>
</tr>
<tr>
<td>Develop flood mitigation priority scores and combine with flood risk property scores</td>
<td>Assist in gaining buy-in from communities hesitant to engage in the planning process</td>
</tr>
<tr>
<td>Prioritize individual properties and mitigation alternatives for properties within the flood risk target areas</td>
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<tr>
<td>Develop and provide summary report</td>
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Project Timeline
Project will commence upon notice to proceed. As the current plan expires in July 2020, the proposed project schedule could be adjusted as desired by the NRD. Project timeline is contingent upon timely participation and review by participating jurisdictions.

PROPOSED SCHEDULE

Project will commence upon notice to proceed. As the plan update needs to be completed by July 2020, the proposed project schedule could be adjusted as desired by the NRD. Project timeline is contingent upon timely participation and review by participating jurisdictions.

<table>
<thead>
<tr>
<th>TASKS</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Project Management and Agency Coordination</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 2: Public and Stakeholder Engagement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 3: Data Collection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 4: Develop Mitigation Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 5: Submission and Adoption of the HMP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 6: Flood Risk Assessment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 7: Project Screening or Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The timing of Task 7 will be dependent on the identification of additional services and notice to proceed from LPNNRD staff.
## Project Fee

<table>
<thead>
<tr>
<th>Task</th>
<th>Estimated Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Project Management and Agency Coordination</td>
<td>$9,500</td>
</tr>
<tr>
<td>Task 2: Public and Stakeholder Engagement</td>
<td>$23,750</td>
</tr>
<tr>
<td>Task 3: Data Collection</td>
<td>$7,500</td>
</tr>
<tr>
<td>Task 4: Develop Mitigation Plan</td>
<td>$30,000</td>
</tr>
<tr>
<td>Task 5: Submission and Adoption of the HMP</td>
<td>$4,250</td>
</tr>
<tr>
<td><strong>Phase I Total</strong></td>
<td><strong>$75,000</strong></td>
</tr>
<tr>
<td>*Task 6: Parcel-Level Flood Risk Assessment - Fremont</td>
<td>$62,500</td>
</tr>
<tr>
<td>*Task 6: Parcel-Level Flood Risk Assessment – Schuyler</td>
<td>$62,500</td>
</tr>
<tr>
<td><strong>Phase II Total</strong></td>
<td><strong>$125,000</strong></td>
</tr>
<tr>
<td><strong>Task 7: Project Screening and Additional Project Tasks</strong></td>
<td><strong>$50,000</strong></td>
</tr>
<tr>
<td><strong>Phase II Total</strong></td>
<td><strong>$50,000</strong></td>
</tr>
<tr>
<td><strong>Project Total</strong></td>
<td><strong>$250,000</strong></td>
</tr>
</tbody>
</table>

*JEO will be provided a notice to proceed for this project component following local board approval and the signing of an interlocal agreement between the NRD and the respective community. JEO is not to proceed on these tasks without a written notice to proceed by LPNNRD staff.

**Pending the identification and scoping of additional services to be identified during the planning process. JEO is not to proceed on these tasks without a written notice to proceed by LPNNRD staff.

At JEO, all mileage, copies, postage, computer time, and other overhead items are included in our basic billing rates and are not billed separately. JEO’s Standard Hourly Rates are adjusted annually in January to reflect equitable changes in compensation payable to staff. If schedule delays occur beyond JEO’s control, a contract amendment will be required based on the amount of project tasks outstanding after 24 months of notice to proceed.

**SERVICES NOT INCLUDED:** (If desired, a fee for these services can be negotiated)
Specific items not included in this Scope of Services are below:
- Additional meetings
- Additional print copies
- Project management and coordination tasks beyond the scheduled project completion period

**OWNER TO PROVIDE:**
- Timely plan reviews
- Related NRD data as needed
- Assistance in stakeholder identification and engagement as needed
- Identification and booking of meeting locations

**SCOPE AND FEE EXPIRATION:**
The information contained in this Scope of Services is valid until 2/28/2019. After that date, the Scope and Fee are subject to adjustment.
PROJECT TEAM BILLING RATES

LOWER PLATTE NORTH NRD

QA/QC
Mary Baker
$125

PROJECT MANAGER
Jeff Henson, CFM
$180

PROJECT PRINCIPAL
Lalit Jha, PE, D.WRE, CFM
$250

KEY TEAM MEMBERS

HAZARD MITIGATION PLAN

LEAD PLANNER
Becky Appleford, CFM
$115

PLANNER
Phil Luebbert, AICP
$115

PLAN ASSISTANCE
Ellana Haakenstad, MPH
$75

GIS
Patrick Hartman, PE
$160

FLOOD RISK ASSESSMENT

LEAD FLOOD RISK ASSESSMENT
John Callen, PE, CFM
$165

FLOOD RISK ASSESSMENT
Dan Fricke, PE, CFM, LEED AP
$195

FLOOD RISK ASSESSMENT
J.D. Johnson, PE, CFM
$165

FLOOD RISK ASSESSMENT | QA/QC
Randy Behm, PE, CFM
$115

COMMUNITY ENGAGEMENT

PUBLIC INVOLVEMENT
Steve Wolf, MCP3
$230
# JEO Hourly Rate Ranges

Billing rate ranges for the calendar year 2019.

<table>
<thead>
<tr>
<th>Role</th>
<th>Hourly Rate Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Managers</td>
<td>$125 - $265</td>
</tr>
<tr>
<td>Project Engineers/Architects</td>
<td>$105 - $210</td>
</tr>
<tr>
<td>Project Engineers/Architects (E.I./A.I.)</td>
<td>$80 - $135</td>
</tr>
<tr>
<td>Engineering/Surveying/Architectural/Planning/GIS Technicians</td>
<td>$70 - $175</td>
</tr>
<tr>
<td>Office/Administrative</td>
<td>$80 - $160</td>
</tr>
<tr>
<td>Principals</td>
<td>$175 - $260</td>
</tr>
</tbody>
</table>

*NOTE: Cost of mileage, telephone calls, copying, postage, technology, etc. are included in our hourly rates and fees. These project costs are not charged separately.

**NOTE: Above rates are for the following in-house services:
- Architecture
- Electrical Engineering
- Environmental Engineering
- Transportation Engineering
- Water Resources Engineering
- Survey
- GIS

Professional services to be completed by sub-consultants will be billed as defined in the Agreement.
INTERLOCAL COOPERATION ACT AGREEMENT
ALL HAZARDS MITIGATION PLAN/FLOOD RISK ANALYSIS
FOR
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
AND
CITY OF FREMONT

This Agreement (hereinafter named "Agreement") is made by and among the following Parties (both political subdivisions of the State of Nebraska):

Lower Platte North Natural Resources District (LPNNRD)
City of Fremont (CITY)

All of such parties hereinafter being referred to collectively as “Partners”.

WHEREAS:

LPNNRD entered into a contract with JEO Consulting Group on January 12, 2019, to update the District-Wide All Hazard Mitigation Plan (HMP) through the Federal Emergency Management Agency (FEMA), that identifies vulnerability to all natural hazards and prioritize solutions to reduce or eliminate this vulnerability. This plan update includes the opportunity to complete community flood risk assessments and mitigation action identification.

The Partners desire to enter into an Interlocal Agreement for complete flood risk assessments and mitigation action identification for the CITY.

LPNNRD agrees to provide $46,875 (equivalent to 75%) grant assistance from FEMA for completing flood risk assessments and mitigation action identification provided the CITY contributes $15,625 (equivalent to 25%) of the estimated total cost of $62,500. Neither CITY nor LPNNRD are committing to payment of additional amounts by executing this Agreement. As such, all additional contributions shall be subject to board/council approval by both Partners.

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

1. Authority:
The Partners desire to work together for complete flood risk assessments and mitigation action identification for the CITY and to make the most efficient use of their respective powers by cooperating on a basis of mutual advantage under the auspices of the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 to 13-827). In furtherance of this cooperative effort the Parties desire to enter into this
Interlocal Agreement with one another for joint and cooperative action for any power or powers, privileges or authorities exercised or capable of exercise individually by them as public agencies under the Interlocal Cooperation Act.

2. **Funding:**
   
   The LPNNRD will be responsible for paying JEO Consulting Group for services provided under contract. Upon completion of the FEMA approved HMP, CITY will reimburse LPNNRD 25% of the total actual HMP expense, up to a maximum of $15,625 upon completion of the agreed upon tasks as outlined above.

3. **Contracts:**
   
   The CITY authorizes the LPNNRD to enter into a contract with JEO Consulting Group on behalf of the Partners for completing flood risk assessments and mitigation action identification for the CITY.

4. **Effective Date:**
   
   This Agreement becomes effective upon execution by both Partners. The original copy of this Agreement will be maintained as part of the records of LPNNRD, with a copy being mailed to the CITY.

5. **Duration of Agreement:**
   
   This Agreement shall extend from the date of execution by both Partners and will remain in effect until December 31, 2020, to complete the All Hazard Mitigation Plan, unless mutually terminated by the Partners in writing.

6. **Amendment of Agreement:**
   
   This Agreement may be amended at any time, subject to written approval by both Partners.

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

8. **Default and Dispute:**
   
   If either Partner to this Agreement believes that the other is in default of any term or condition of this Agreement, said Partner shall send written Notice of Default to such Partner. Failure of the defaulting Partner to cure a default under this Agreement within thirty (30) days after receipt of the written notice thereof, shall entitle the other Partner to proceed to take action necessary to cure the default and bill the defaulting Partner for all costs associated with such cure. In the event that
any dispute or controversy arising out of or relating to this Agreement occurs, the Partners shall mutually agree on an attorney knowledgeable and experienced in mediation, who shall attempt to mediate such dispute. If no resolution is reached at mediation, the Partners may then proceed with a court action against the other.

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

**Lower Platte North Natural Resources District**

By: 

__________________________________________

Board Chairperson

Date: 

__________________________________________

**City of Fremont**

By: 

__________________________________________

Mayor

Date: 

__________________________________________
RESOLUTION NO. 2019-025

A Resolution of the City Council of the City of Fremont, Nebraska, approving an Interlocal Cooperation Act Agreement with the Lower Platte North NRD for a Hazard Mitigation Plan/Flood Risk Analysis.

WHEREAS, the City was a partner in the May 2015 Hazard Mitigation Plan; and

WHEREAS, the Lower Platte North NRD has contracted with JEO engineering to update the 2015 Hazard Mitigation Plan; and

WHEREAS, the City’s share of the cost to update the Hazard Mitigation Plan is $15,625.

NOW THEREFORE BE IT RESOLVED: That the Mayor and the City Council of the City of Fremont, Nebraska approve the Interlocal Cooperation Act Agreement with the Lower Platte North NRD for a Hazard Mitigation Plan/Flood Risk Analysis at a cost not to exceed $15,625.

PASSED AND APPROVED THIS 12th DAY OF FEBRUARY, 2019

______________________________
Scott Getzschman, Mayor

ATTEST:

______________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Todd Bernt, Fire Chief
DATE: February 12, 2019
SUBJECT: Third Party EMS and Fire Billing agreement

Recommendation: Move to Approve Resolution 2019-027 to enter into a three-year agreement for third party billing of EMS and Fire billing for the City of Fremont.

Background: This resolution is to enter into a new agreement with a third party for Emergency Medical Services (EMS) and Fire Billing. The current contract with EMS Billing Services Inc. for EMS and fire billing services was awarded in February 2013 and expires February 26, 2019. During that contract, the City experienced 91% of net fees collected (after adjustments by insurance carriers & Medicaid). That contract was the first contract for outsourced billing.

City Staff advertised the Request for Proposals (RFP) from December 3, 2018 to January 15, 2019. Three (3) proposals were received. Another vendor requested information during the advertisement and we provided them with the information, but that vendor did not submit a response to the City’s RFP.

The attached bid tabulation shows the companies that submitted proposals and the evaluation criteria used by City Staff.

Staff recommends entering into an agreement with EMS Billing Service, Inc., Omaha, Nebraska, using their billing option #2 of the RFP which is:

Charging a flat fee of $4,500 per month for Fire and EMS billing with a guarantee of at least $550,000 collected on the minimum 1,800 billable runs. Should EMS Billing not collect the guaranteed revenue amount of $550,000 on the minimum of 1,800 billable runs from March 1 to the end of February of each contract year for the length of the contract, then EMS Billing will provide one month of billing for Fire and EMS at no charge. Fire Billing is provided free of charge.

Using the flat rate of $4,500, the percentage rate of the cost is approximately eight percent when including fire billing. As the fire departments EMS call volume increases, the percentage rate will decrease. The fire department EMS call volume has doubled since 1996. The average patient age has increased from 51 years old in 2006 to 58 years old in 2018.

The agreements were reviewed and approved by the city attorney.

Fiscal Impact: $4,500 per month for EMS billing with a guaranteed of at least $550,000 collected on the minimum 1,800 billable runs. Fire Billing is provided free of charge. Over existing contract term, the City has paid an average of $56,600. The new contract flat fee would be $54,000 annually.
# City of Fremont
## Bid Tabulation for EMS/Fire Billing Services
### February 12, 2019

<table>
<thead>
<tr>
<th>Proposer/ Evaluation Criteria</th>
<th>Change Healthcare</th>
<th>EMS Billing Services Inc.</th>
<th>Midwest Medical Transport</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed rates of service</td>
<td>All-inclusive rate of 5.5% of net cash receipts</td>
<td>10% of EMS net cash receipts, fire billing at no cost</td>
<td>All-inclusive rate of 8% of net cash receipts</td>
</tr>
<tr>
<td>Qualifications and experience of the firm</td>
<td>29 yrs. of EMS billing, no reference to experience in Fire billing</td>
<td>20 yrs. of EMS billing, 10 yrs. of Fire billing</td>
<td>33 years in business, no response to fire billing experience</td>
</tr>
<tr>
<td>Understanding of the Scope of Work</td>
<td>Documented in Proposal</td>
<td>Documented in Proposal</td>
<td>Documented in Proposal</td>
</tr>
<tr>
<td>Use of technology</td>
<td>Company has its own internally developed software with access portal for both patients and clients.</td>
<td>Fully automated system, including access portal for both patients and clients</td>
<td>No response</td>
</tr>
<tr>
<td>Reference checks and evidence of collection rates</td>
<td>Mixed results on references. Reported &gt;90% clean claim rate, but no reference to collection rates</td>
<td>Payment of 80% of accounts receivable in the first 90 days of billing.</td>
<td>One reference listed had a disconnected phone number. Did not include collection rate in proposal</td>
</tr>
<tr>
<td>History of compliance with accepted billing and standardized accounting practices</td>
<td>Documented in Proposal</td>
<td>Documented in Proposal</td>
<td>Documented in Proposal</td>
</tr>
<tr>
<td>Additional evaluation criteria not referenced in RFP, but noted in review of proposal:</td>
<td>• Payments other than electronic payments go directly to a lock box account in City’s name, with the bank being responsible to forward payment correspondence to Change Healthcare so that patient accounts are updated. Additional banking fees would be incurred by the City to maintain the account. • Delinquent accounts can be forwarded to collection agency; however, the City would only receive 50% of amount collected.</td>
<td>• Payments other than electronic payments go directly to EMS Billing Services in Omaha, and funds are deposited into proposer’s bank account and then forwarded to the City’s bank account after posting to patient accounts upon receipt. • Delinquent accounts are forwarded to collection agency contracted with EMS Billing Services with a collection fee of only 18%</td>
<td>• Requires view only access to City’s bank account. For this purpose, the City would need another bank account to keep the activity segregated for viewing by Midwest Transport. • Delinquent accounts can be forwarded to collection agency; however, the City would only receive 50% of amount collected.</td>
</tr>
</tbody>
</table>
This Agreement is entered into and effective this ____ day of ________________, 2019, (“Agreement”) by and between EMS Billing Services, Inc., hereinafter referred to as “EMS Billing”, and City of Fremont, Nebraska, hereinafter referred to as “MEDICAL SERVICE PROVIDER.”

WHEREAS, EMS Billing is engaged in the business of providing billing and collection services for public and private ambulance and rescue squad entities; and

WHEREAS, MEDICAL SERVICE PROVIDER is a public and/or private provider of rescue squad and ambulance services in the area commonly known as City of Fremont, Nebraska; and

WHEREAS, MEDICAL SERVICE PROVIDER is compensated for its ambulance and rescue squad services by its patients through private payments, private insurance, public insurance, including Medicare and Medicaid, or a combination thereof; and

WHEREAS, MEDICAL SERVICE PROVIDER desires to engage and retain the billing services of EMS Billing.

THEREFORE, it is agreed, in consideration of the mutual promises, covenants, and conditions set forth herein as follows:

1. Term of Agreement. EMS Billing shall provide to MEDICAL SERVICE PROVIDER billing services as set forth in detail below, commencing with the effective date of the agreement, and continuing for a period of three years (“Term”) with the option to renew at the discretion of the City of Fremont for an additional two, three year, Terms or until terminated as set forth in paragraph 7 hereof.

2. Billing Services to be Provided. EMS Billing will provide the following billing services on behalf of MEDICAL SERVICE PROVIDER as follows:

A. Verify MEDICAL SERVICE PROVIDER has provided all necessary and current documentation on each transport to be able to bill the transport charges;
B. Invoice all private payment patients and all insurance carriers including, but not limited to, public and private health insurance, Medicare, Medicaid, automobile liability carriers, workers’ compensation carriers, and homeowner insurance carriers;
C. Provide all appropriate HCPCS, ICD10, and condition codes (symptoms/diagnosis codes);
D. Prepare and mail invoices to private patients. All electronic claims will be submitted in 837-P format and paper claims on a CMS-1500 form to public and/or private insurance carriers or other responsible party;
E. Provide to patients, billing statements reflecting their account balance;
F. Coordinate, correspond, and reply to all inquiries from private patients and public and/or private insurance carriers;
G. Receive or obtain status reports on claim processing from all public and/or private insurance carriers;
H. Provide customer service access during normal business hours, weekends and holidays excluded;
I. Provide contract completion for participating agreements with insurance companies based upon information as provided by MEDICAL SERVICE PROVIDER; and act as authorized representative;
J. Provide cash posting services;
K. Provide to MEDICAL SERVICE PROVIDER itemized details of all debit and credit transactions as well as a year-to-date statistical summary to be provided to MEDICAL SERVICE PROVIDER no later than the 10th business day of the following month.
L. EMS Billing provides emergency medical billing services and may assist MEDICAL SERVICE PROVIDER. EMS Billing does not provide legal advice, tax advice, or other professional services other than those specified in items A through K above.

3. Compensation. During the term of the Agreement, MEDICAL SERVICE PROVIDER agrees to compensate EMS Billing in exchange for performance of services payable monthly in the amount of Four Thousand Five Hundred Dollars ($4,500.00) (“Billing Fee”).

EMS Billing projects an Annual Revenue Projection Amount of Five Hundred Fifty Thousand Dollars ($550,000) (“Projected Revenue”) per year beginning March 1 through the end of the following February of each billing year (“Billing Year”). Such Projected Revenue includes amounts collected by EMS Billing and/or MEDICAL SERVICE PROVIDER and/or any collection or recovery agency acting on behalf of MEDICAL SERVICE PROVIDER. The Projected Revenue shall be based upon a minimum
of Eighteen Hundred (1800) billed annual run volume ("Minimum Volume") per Billing Year. If such Minimum Volume is not achieved the parties agree to negotiate in good faith on an adjustment to the Billing Fee.

In the event the Projected Revenue is not collected during a Billing Year period, EMS Billing agrees to credit one month’s Billing Fee on the invoice of the MEDICAL SERVICE PROVIDER. The credit will appear on the following month’s invoice for each Billing Year for the length of the contract.

EMS Billing shall invoice MEDICAL SERVICE PROVIDER for its Billing Fee no later than the 10th day of the following month in which payments or insurance proceeds are received, and MEDICAL SERVICE PROVIDER agrees to pay said Billing Fee within 30 days. If unpaid Billing Fees exceed $10,000.00 or if any Billing Fees are not paid in full within 90 days, the client account will be suspended. When an account is suspended, all monies received will be held and billing processes will be suspended. The suspension will not be lifted until the past due Billing Fees are paid in full and the MEDICAL SERVICE PROVIDER agrees to enroll in ACH payments for the EMS Billing Fee on the 20th of each month.

EMS Billing shall not be obligated to return Billing Fees collected which are earned pursuant to this Agreement even if MEDICAL SERVICE PROVIDER is out of compliance with or in violation of local, state or federal departments, agencies, regulations or statutes.

4. **MEDICAL SERVICE PROVIDER DUTIES & RESPONSIBILITIES.**

   A. MEDICAL SERVICE PROVIDER is structured and operates in accordance with local, state, and federal statutes.

   B. MEDICAL SERVICE PROVIDER agrees to provide to EMS Billing the information and documents necessary to enroll and keep current or update enrollments with insurance carriers including Centers for Medicare and Medicaid Services (CMS), Medicaid, and Blue Cross.

   C. For each transport call MEDICAL SERVICE PROVIDER agrees to provide to EMS Billing the information required on the following forms: (1) a signed signature form; together with (2) the face/demographic sheet from each hospital or medical care facility to which the patient has been transported with current address and insurance information; and (3) a completed patient care report; in addition, if another service provided patient care during the transport, MEDICAL SERVICE PROVIDER shall provide the other provider’s patient care report. The forms shall be mailed, faxed or ready for upload by MEDICAL SERVICE PROVIDER to EMS Billing. If additional information is required under state and federal laws, or third-party MEDICAL SERVICE PROVIDER agreements, to process billing, including but not limited to, Indian Health Services forms, Purchase Orders forms, Physician Certification Statement forms and/or authorization numbers, MEDICAL SERVICE PROVIDER shall provide such information to EMS Billing Services. In accordance with insurance reporting requirements, all transport information for the current month must be received on or before the 10th of the following month.

   D. Any discrepancy in deposit amount, receipt of deposit, direct payments reported or other questions regarding the squad’s monies or invoice must be reported in writing to EMS Billing within 60 days of the date of the report. EMS Billing is shall not be obligated or responsible for discrepancies not reported in a timely manner.

   E. MEDICAL SERVICE PROVIDER is solely responsible for repaying any overpayments or recoupments sought or imposed by any carrier or payer.

   F. MEDICAL SERVICE PROVIDER is responsible for all fees related to obtaining and validating their insurance provider numbers to include Medicare/ Medicaid and other pertinent insurance provider numbers.

   G. **NOTIFICATION OF EVENTS:** MEDICAL SERVICE PROVIDER shall immediately notify EMS Billing of the following:

      i. Ownership and/or Tax ID Change. Any change in 10% or more of its ownership and/or use of a different tax identification number.

      ii. Business Address Change. Any change in business address including the physical address of where the ambulance is stored.

      iii. Depository Account Change. Any change to the account where deposits are to be made for the ambulance transports.

      iv. Personnel Change. Any changes to personnel relating to onboard the ambulance transports, leadership roles and/or the billing process.

      v. Licensure Actions. The commencement of any action on licenses, permits, or other legal authorizations including, but not limited to, any sanctions, intermediate or otherwise, administrative or judicial finds, penalties, investigations or reports of action by federal or state officials against MEDICAL SERVICE PROVIDER or its personnel.

      vi. Exclusion. Any threatened, proposed, or actual exclusion of it or any of its subcontractors or personnel from any government program including, but not limited to, Medicare or Medicaid.

      vii. Insurance. The cancellations or modification of any of the insurance coverage MEDICAL SERVICE PROVIDER is required to have under this Agreement.
viii. Liquidation. The commencement of any proceeding to liquidate, windup, reorganize, or seek protection, relief, or a consolidation of MEDICAL SERVICE PROVIDER’s debts under any law relating to insolvency, reorganization, or relief of debtors or seeking the appointment of a receiver or trustee.

5. PAYMENT COLLECTION PROCEDURES. All claims shall be made in the name of the MEDICAL SERVICE PROVIDER and claims payments forwarded to EMS Billing. As necessary, EMS Billing will endorse all claim payments “for deposit only to MEDICAL SERVICE PROVIDER’s bank” and will direct all claim payments to be deposited in MEDICAL SERVICE PROVIDER’s account not less than once a month. In the event that MEDICAL SERVICE PROVIDER receives direct payment on claims processed by EMS Billing, then it will immediately notify and mail or fax such payment to EMS Billing so that the payment may be properly recorded. If the MEDICAL SERVICE PROVIDER makes the deposit directly or receives an EFT or ACH into their bank account and does not forward payments or notification of payment to EMS Billing, EMS Billing will charge to MEDICAL SERVICE PROVIDER a $25.00 charge per patient per claim for researching and recording each check. Failure to provide information requested by EMS Billing in order to identify the appropriate patient account and apply the funds to process claims or payments may result in a $25.00 charge per patient per claim to MEDICAL SERVICE PROVIDER.

6. MEDICAL SERVICE PROVIDER ACCOUNTING AND AUDITING REQUIREMENTS. If MEDICAL SERVICE PROVIDER requires EMS Billing’s assistance in MEDICAL SERVICE PROVIDER’s accounting or other internal audits, EMS Billing will charge MEDICAL SERVICE PROVIDER for said audit support services at its customary rates, to be established by EMS Billing from time to time. Upon written request of MEDICAL SERVICE PROVIDER for same, EMS Billing shall furnish said rates to MEDICAL SERVICE PROVIDER in writing prior to undertaking any work pursuant to this Paragraph.

7. TERMINATION. Contingent upon MEDICAL SERVICE PROVIDER being in compliance with the Agreement, MEDICAL SERVICE PROVIDER shall have two, three year options to renew the Agreement. Options to renew shall be exercised in writing no less than 60 days prior to the expiration of the Term. In the event MEDICAL SERVICE PROVIDER does not exercise its option to renew, EMS Billing shall provide services pursuant to paragraph 2 through the end of the Term and MEDICAL SERVICE PROVIDER shall compensate EMS Billing through the end of the Term pursuant to paragraph 3 herein.

EMS Billing retains all documents produced during the billing/payment process and those provided for billing and enrollment by the MEDICAL SERVICE PROVIDER. Upon request at termination, copies may be provided to the MEDICAL SERVICE PROVIDER for an additional fee. MEDICAL SERVICE PROVIDER will remove EMS Billing as the “Billing Agent” from its Medicare and other provider contracts effective at the end of the Term.

Collection Agency Accounts: Upon notification of termination of the Agreement, EMS Billing will cease sending accounts to the collection agency and instead issue a report to the MEDICAL SERVICE PROVIDER. On or before the 60th day of the notification period, MEDICAL SERVICE PROVIDER shall contact the collection agency and place the accounts under the name of the MEDICAL SERVICE PROVIDER and shall negotiate their rate for collections. EMS Billing will notify the collection agency of the termination of the Agreement with MEDICAL SERVICE PROVIDER effective at the end of the Term.

Upon the expiration of the Term, contingent upon MEDICAL SERVICE PROVIDER being current on payment of the Billing Fee to EMS Billing, EMS Billing will send the checks received after the Term by certified mail once per month to MEDICAL SERVICE PROVIDER.

IMMEDIATE TERMINATION BY EMS BILLING: Should MEDICAL SERVICE PROVIDER fail to maintain proper licensure and compliance with local, state and federal departments, agencies, regulations and statutes, EMS Billing shall, at its sole discretion, terminate the Agreement effective upon notification to the MEDICAL SERVICE PROVIDER.

8. COMPLIANCE.

A. EMS Billing will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities and shall indemnify the MEDICAL SERVICE PROVIDER for any violation of the same

B. MEDICAL SERVICE PROVIDER shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. MEDICAL SERVICE PROVIDER expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services.

C. The parties represent that they are not the subject of any actions or investigations pertaining to its participation in or standing with any state or federal health care program, are not subject to exclusion from any state and/or federal health care program, and that no persons providing services for which reimbursement is sought were at the time such services were rendered excluded from any state or federal health care program.
D. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement upon 60 days written notice to the other party.

9. **Indemnification.** MEDICAL SERVICE PROVIDER hereby agrees to indemnify and defend (with counsel acceptable to EMS Billing) and hold harmless EMS Billing from and against any and all claims, demands or causes of action which may arise against EMS Billing as a result of MEDICAL SERVICE PROVIDER’s failure to maintain proper licensure in compliance with local, state and federal departments, agencies, regulations and statutes. MEDICAL SERVICE PROVIDER shall further indemnify, defend (with counsel acceptable to EMS Billing) and hold harmless EMS Billing from any claims related to unauthorized disclosure or exposure of personal identifiable information or other private information caused by MEDICAL SERVICE PROVIDER, its employees, agents or administrators and for any misuse, damage to or harm cause by MEDICAL SERVICE PROVIDER as a result of its use of any software programs owned or licensed by EMS Billing to which MEDICAL SERVICE PROVIDER has been granted access.

10. **Modification and Assignment.** This Agreement shall not be modified by either party unless the terms of modification of this agreement are reduced to writing and signed by both parties. Neither party may assign their right, obligations, or benefits under the terms of this Agreement without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

11. **Notices.** All notices and information required to be provided by either party to the other shall be in writing and transmitted to the other party via courier service or facsimile to the addresses and facsimile telephone numbers set forth under the signature of both parties to this agreement.

12. **Severability.** If any section, portion, or clause of this Agreement is deemed to be legally unenforceable, such unenforceability shall not invalidate the remaining provisions of this Agreement and such provisions shall remain valid and enforceable against either party.

13. **Construction.** The terms and provisions of this Agreement shall be construed according to the laws of the State of Nebraska.

(remainder of this page intentionally left blank.)
This Business Associate Agreement (“Associate Agreement”) between City of Fremont and EMS BILLING (“Business Associate”) is executed to ensure that Business Associate will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of City of Fremont in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Associate Agreement shall have the same meaning as those terms defined in HIPAA and the HITECH Act.

2. **Regulatory References.** Any reference in this Associate Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation.** Any ambiguity in this Associate Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Business Associate agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Associate Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“ePHI”), to prevent use or disclosure of PHI other than as provided for by this Associate Agreement;

3. Report to City of Fremont any use or disclosure of PHI not provided for by this Associate Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

5. Make PHI in a designated record set available to City of Fremont and to an individual who has a right of access in a manner that satisfies City of Fremont’s obligations to provide access to PHI in accordance with 45 CFR §164.524;

6. Make any amendment(s) to PHI in a designated record set as directed or agreed to by the City of Fremont pursuant to 45 CFR §164.526;

7. Maintain and make available to City of Fremont or an individual who has a right to an accounting of disclosures as necessary to satisfy City of Fremont’s obligations under 45 CFR §164.528;

8. To the extent that Business Associate is to carry out any of City of Fremont’s obligations under the HIPAA Privacy Rule, Business associate shall comply with the requirements of the Privacy Rule that apply to City of Fremont when it carries out that obligation.

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of City of Fremont, available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with HIPAA and the HITECH Act; and

10. If City of Fremont is subject to the Red Flags Rule (found at 16 CFR 681.1 et seq.), assist City of Fremont in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of City of Fremont’s Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered...
accounts of City of Fremont agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate
the risk of identity theft; and (d) alerting City of Fremont of any red flag incident (as defined by the Red Flag Rules) of which
it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to City of
Fremont of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Business Associate on behalf of City of Fremont include uses and
disclosures:

1. Necessary to perform the services that Business Associate has been engaged to perform on behalf of City of Fremont;
2. Required by law;
3. That would not violate the Privacy Rule if done by City of Fremont;
4. Necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of
Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from
the person to whom the information is disclosed that the information will remain confidential and used or further disclosed
only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business
Associate of any instances of which it is aware in which the information is used or disclosed in a manner that might constitute
breach of unsecured PHI.

D. Termination

1. **Termination by City of Fremont.** City of Fremont may terminate this Associate Agreement if City of Fremont determines
that Business Associate has violated a material term of the Associate Agreement.

2. **Termination by Either Party.** Notwithstanding any other provisions of this Associate Agreement, if either party knows of a
pattern of activity or practice of the other party that constitutes a material breach or violation of the other party’s obligations
under this Associate Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable,
and, if such steps were unsuccessful either: terminate the Associate Agreement, if feasible.

3. **Return or Destruction of PHI.** At the termination of this Associate Agreement, Business Associate shall return or destroy
all PHI received from, or created or received by Business Associate on behalf of City of Fremont and retain no copies of such
PHI. If return or destruction is infeasible, the protections of this Associate Agreement will extend to such PHI.

Signed this ____ day of ________________, 2019.

EMS BILLING SERVICES, INC.         MEDICAL SERVICE PROVIDER,
___________________________________ ________________________________

city of fremont

Leslie L. Vaughn, Jr., President Signature: ________________________________________________
6907 North 102 Circle Name:  _______________________________________________
Omaha, Nebraska  68122 Title:  _______________________________________________
Phone:  (877)367-9111 Address:   _______________________________________________
Email:  leslie@emsbillingservices.com Phone:  _______________________________________________
Fax: (402)965-8594 Fax:  _______________________________________________
Email:  _______________________________________________
Correspondence to:  
PO Box 641880
Omaha, NE  68164
AGREEMENT BETWEEN
EMS BILLING SERVICES, INC.
d/b/a FIRE-EXTRICATION-HAZMAT BILLING
and
CITY OF FREMONT FIRE DEPARTMENT

THIS AGREEMENT is entered into and becomes effective this _________ day of _____________, 2019 by and between EMS Billing Services, Inc. doing business as FIRE-EXTRICATION-HAZMAT BILLING, herein after referred to as “FEH BILLING” and the CITY OF FREMONT, herein after referred to as “FIRE DEPARTMENT”.

WHEREAS, FEH BILLING is engaged in the business of providing billing and collection services for fire departments; and

WHEREAS, FIRE DEPARTMENT is a public service entity providing fire suppression, rescue, extrication services, hazardous material clean up, other services related to the protection of life and property, and

WHEREAS, FIRE DEPARTMENT is compensated for its services by insurance companies for the services it provides; and

WHEREAS, FIRE DEPARTMENT, desires to engage and retain the billing services of FEH BILLING:

THEREFORE, IT IS AGREED, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS SET FORTH HEREIN AS FOLLOWS:

1. TERM OF THE AGREEMENT FEH BILLING shall provide to FIRE DEPARTMENT billing services as set forth in detail below, commencing with the effective date of the agreement, and continuing for a period of three years (“Term”) with the option to renew at the discretion of the City of Fremont for an additional two, three-year Terms or until terminated as set forth in paragraph 6 hereof.

2. BILLING SERVICES TO BE PROVIDED FEH Billing will provide the following billing services as authorized agent for FIRE DEPARTMENT as follows:
   A. Verify FIRE DEPARTMENT has provided all necessary and current documentation on each incident to be able to bill the incident charges;
   B. Invoice all insurance carriers including, but not limited to, automobile liability carriers, homeowners, business owners insurance carriers, and public or private entities requiring the services of FIRE DEPARTMENT;
   C. Coordinate correspondence and reply to all inquires from insurance companies and/or public or private entities as required;
   D. Obtain status reports on claim processing from insurance carriers;
   E. Provide a toll free telephone number;
   F. Provide customer service access during normal business hours, weekends and holidays excluded;
   G. Provide to FIRE DEPARTMENT monthly itemized details of all debit and credit transactions as well as a year-to-date statistical summary reports, all to be provided to FIRE DEPARTMENT not later than the 15th day of the following month. No reports will be sent if there is no activity in either report.
   H. FEH Billing provides billing services. FEH Billing does not provide legal advice, tax advice, or other professional services other than those specified in items A through G above.
   I. FEH Billing retains all documents produced during the billing/payment process and those provided for billing and enrollment by the FIRE DEPARTMENT. Upon request, electronic access will be granted to monthly billing reports for the FIRE DEPARTMENT for no additional fee as long as the contract is active.

3. FIRE DEPARTMENT DUTIES
   A. FIRE DEPARTMENT is structured and operates in accordance with local, state, and federal statutes.
   B. FIRE DEPARTMENT agrees to provide to FEH Billing not less than on a monthly basis for each appropriate fire, each rescue/extrication, and each hazmat response, a completed incident report, (provided by FEH Billing).
   C. Any changes to personnel or squad licensing or equipment must be reported to FEH Billing. Any discrepancy in deposit amount, receipt of deposit, direct payments reported or other questions regarding the squad’s monies or invoice must be reported in writing to FEH Billing within 60 days of the date of the report. FEH Billing is not liable or responsible for discrepancies not reported in a timely manner.
D. FIRE DEPARTMENT is solely responsible for repaying any overpayments or recoupments sought or imposed by any carrier or payor.

4. **COMPENSATION.** Contingent upon Billing Fees being current under the MEDICAL SERVICE PROVIDER Agreement with EMS Billing Services, Inc. dated contemporaneously herewith, and incorporated hereto as Exhibit A, FIRE DEPARTMENT agrees to compensate FEH Billing for its billing services provided above on a monthly basis in an amount equal to 0 percent (0%) of amounts actually collected by FEH Billing and/or FIRE DEPARTMENT and/or any collection or recovery agency acting on behalf of FIRE DEPARTMENT in the previous month.

5. **PAYMENT COLLECTION PROCEDURES.** FEH Billing shall provide payments on all claims made in the name of the FIRE DEPARTMENT and claims payments forwarded to FEH Billing. FEH Billing shall send all checks to FIRE DEPARTMENT. In the event the FIRE DEPARTMENT receives direct payment on claims processed by FEH Billing, then it will immediately notify and mail such payment to FEH Billing.

6. **TERMINATION.** Contingent upon Billing Fees being current under the MEDICAL SERVICE PROVIDER Agreement with EMS Billing Services, Inc. dated contemporaneously herewith, FIRE DEPARTMENT shall have two, three year options to renew the Agreement which shall run contemporaneously with the Term set forth in Exhibit “A”. Options to renew shall be exercised in writing no less than 60 days prior to the expiration of the Term. In the event FIRE DEPARTMENT does not exercise its option to renew, FEH shall provide services pursuant to paragraph 2 through the end of the Term and MEDICAL SERVICE PROVIDER shall compensate EMS Billing through the end of the Term pursuant to paragraph 4 herein.

Upon the expiration of the Term, contingent upon MEDICAL SERVICE PROVIDER being current on payment of the Billing Fee to EMS Billing as set forth in Exhibit “A”, FEH will send the checks received after the Term by certified mail once per month to FIRE DEPARTMENT.

FEH Billing retains all documents produced during the billing/payment process and those provided for billing by the FIRE DEPARTMENT. Upon request at termination, copies may be provided to the FIRE DEPARTMENT for an additional fee.

7. **COMPLIANCE.**
   A. FEH Billing will conduct its activities and operations in compliance with all state and federal statutes, rules and regulations applicable to billing activities.
   B. FEH Billing shall not be liable for any misrepresentation, which includes false information as submitted by the affected FIRE DEPARTMENT whether inadvertent or purposeful.
   C. FIRE DEPARTMENT shall conduct its activities, operations and documentation in compliance with all applicable state and federal statutes, rules and regulations. FIRE DEPARTMENT expressly represents and warrants that it is under no legal impediment to billing or receiving reimbursement for its services.
   D. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party which becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party in writing within thirty (30) days so the other party may appropriately address the matter.
   E. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this
8. **INDEMNIFICATION.** FIRE DEPARTMENT hereby agrees to indemnify and defend (with counsel acceptable to FEH Billing) and hold harmless FEH Billing from and against any and all claims, demands or causes of action which may arise against FEH Billing as a result of FIRE DEPARTMENT’s failure to maintain proper licensure in compliance with local, state and federal departments, agencies, regulations and statutes. FIRE DEPARTMENT shall further indemnify, defend (with counsel acceptable to FEH Billing) and hold harmless FEH Billing from any claims related to unauthorized disclosure or exposure of personal identifiable information or other private information caused by FIRE DEPARTMENT, its employees, agents or administrators and for any misuse, damage to or harm cause by FIRE DEPARTMENT as a result of its use of any software programs owned or licensed by FEH Billing to which FIRE DEPARTMENT has been granted access.

9. **MODIFICATION AND ASSIGNMENT.** This agreement shall not be modified by either party unless the terms of modification of this agreement are reduced to writing and signed by both parties. Neither party may assign their right, obligations or benefits under the terms of this agreement without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

10. **NOTICES.** Notices to the other party shall be in writing and transmitted to the other party either by registered mail or facsimile to the addresses and/or facsimile telephone number set forth under the signature of both parties to this agreement.

11. **SEVERABILITY.** If any section, portion or clause of this agreement is deemed to be legally unenforceable, such unenforceability shall not invalidate the remaining provisions of this agreement and such provisions shall remain valid and enforceable against either party.

12. **CONSTRUCTION.** The terms and provisions of this agreement shall be construed according to the laws of the State of Nebraska.

I do certify that I have read the foregoing agreement and as a representative for the above listed entity do agree to the terms listed therein. I further acknowledge that EMS Billing Services, Inc., doing business as FIRE-EXTRICATION-HAZMAT BILLING has made no promise as to how much they can collect whether implied or written.

**SIGNED** this ______day of February, 2019

EMS Billing Services, Inc. d/b/a FIRE-EXTRICATION-HAZMAT BILLING, ______________________________________
Federal ID#___________________________

CITY OF FREMONT FIRE DEPARTMENT

Signature: ____________________________

Title_____________________________
Printed Name: ______________________
Address: 6907 N 102nd Circle
Omaha, NE 68122
Phone: 866-367-9112 (toll free)
Fax: 888-334-0085
e-mail: feha@emsbillingservices.com

City of Fremont, St. Zip:_______________
Phone: _____________________________
Fax: _______________________________
e-mail: _____________________________
RESOLUTION NO. 2019-027

A Resolution of the City Council of the City of Fremont, Nebraska, to accept the proposal of EMS BILLING SERVICES, INC., in the amount of $4,500 per month for fire and EMS billings for a period of three years with the option to renew at the discretion of the City of Fremont for two (2) additional three-year terms.

WHEREAS, The City of Fremont sought proposals for EMS and fire billing services; and

WHEREAS, Three proposals were received and evaluated by City Staff; and

WHEREAS, EMS Billing Services Inc. provided a proposal meeting the specifications in the RFP offering a flat fee of $4,500 monthly for EMS and Fire billings with a guarantee of at least $550,000 collected on a minimum of 1,800 billable runs. Should EMS Billing not collect the guaranteed revenue amount of $550,000 on the minimum 1,800 billable runs from March 1 to the end of February of each contract year for the length of the contract, then EMS Billing will provide one month of billing for EMS billing services at no charge. Fire Billing is provided free of charge. EMS and Fire Billing agreements is for the period of three years with the option to renew at the discretion of the City of Fremont for two (2) additional three-year terms.

NOW THEREFORE BE IT RESOLVED: That the proposal of EMS BILLING SERVICES, INC. with the fee of a flat rate of $4,500 per month for EMS billing with a guaranteed of at least $550,000 collected on the minimum 1,800 billable runs as noted above, and fire billing is provided free of charge be accepted as the most responsible proposal; and, the Mayor and City Council be and are authorized to enter into contract with said form to bill for EMS and fire emergencies.

PASSED AND APPROVED THIS 12th DAY OF February, 2019

________________________
Scott Getzschman, Mayor

ATTEST:

___________________________
Tyler Ficken, City Clerk
REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Susan Jacobus, City Councilwoman, Ward 2

DATE: February 12, 2019

SUBJECT: Readytech -Go (RTG) Medical Inc. Real Estate Contract

Recommendation: Approve Resolution 2019-029 to request and authorize City Attorney to provide a written supplemental investigatory opinion focused on Nebraska State Statute and /or City Code violations, findings- as depicted in prior report received by City Council on January 29, 2019- with accountability, liability and action plans required as a result of the factual investigation/legal analysis of unpaid escrow, other expenses and fees due to negated purchase agreement.

Background: The January 29, 2019 investigatory report and findings indicated, the following:

That the City of Fremont had actively marketed the remaining City-owned lot in the Nelson Business Park.

That on March 13, by Ordinance 2018-5435 the sale of this site was approved by Ordinance - by Council, to Readytech-Go, Inc. to purchase Lot 4, consisting of 5.76 acres, more or less (parcel ID#270137779) for $196,600.

That Readytech-Go was to pay their share of costs and expenses associated with closing.

That the expected Fiscal Impact was $19,660 that was to be paid as earnest money/escrow and deposited with a mutually acceptable title company, with the remaining balance ($176,940) to be paid at time of closing and delivery of deed.

That on July 10, 2018 an amendment was recommended by City Administrator Brain Newton and approved by City Council, to allow RTG Medical Inc. to extend the real estate purchase agreement another 120 days due to RTG’s “snags” in its due diligence. Mr. Newton failed to inform Council that the escrow was never collected and never informed City Council that RTG Medical Inc. failed to sign this amendment.

That in September, 2018, City Staff was informed RTG had purchased land elsewhere, and that RTG would NOT be following through on their purchase contract from the City. The City billed RTG for the $19,660 earnest money/escrow, which was never deposited with a title company as was required, of which City Council was not informed.

That the City received $10,000 from RTG, and according to prior records check, and per public statements made by Mayor Getzschman, he made a unilateral decision to “write off” the remaining $9,660 plus legal expenses in excess of $7880

That Resolution 2018-284 passed December 20, 2018 authorizing the City Attorney to investigate and provide a written report to City Council regarding the handling of the RTG purchase agreement, the Mayor’s duties and obligations, the City Administrator’s authority and responsibilities, and the City Council’s right to full disclosure.
and access to relevant information critical to making governance decision, as well as the City Council’s authority to pursue what, if any, legal action(s) it may have.
RESOLUTION 2019-029

A Resolution of the City Council of the City of Fremont, Nebraska to request and authorize City Attorney to provide a written supplemental investigatory opinion focusing on Nebraska State Statute and /or City Code violations findings as depicted in prior report received by City Council on January 29, 2019, as well as the accountability, liability and action plans required as a result of this factual investigation and legal analysis of the unpaid earnest money/escrow and other expenses and fees resulting from purchase agreement signed by RTG Medical Inc. and City of Fremont.

WHEREAS, Resolution 2018-284 was passed December 20, 2018 requiring the City Attorney to conduct an investigation and furnish a written report to the City Council regarding the handling of RTG Medical Inc. purchase agreement of City property, the earnest money /escrow monies and all other expenses / fees incurred as a result of the Purchase Agreement signed by RTG Medical Inc. on March 8, 2018 and approved by City Council per Ordinance 2018-5435 on March 13, 2018

WHEREAS, the report and findings received from City Attorney did not identify nor reference Nebraska State Statutes, nor City of Fremont’s Municipal Code sections, that control and were violated, nor did it provide accountability as was intended.

WHEREAS, the City Council requests such supplemental report to contain an itemized summarization of each violation/finding inclusive of the underlying State Statute(s) and /or City Code(s) and opine on appropriate penalties as allowed under the same.

WHEREAS, the City of Fremont City Council requests City Attorney to provide written opinion stating who the individual(s) is/are by actions, or inactions, responsible for the unauthorized lost revenue due to the taxpayers of Fremont by failing to enforce an approved Ordinance legally passed and approved by majority vote of the City Council, and by unilaterally changing an approved contract without notifying or obtaining City council approval to do so.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS: That the City of Fremont does hereby request and authorize the City Attorney to provide supplemental investigatory opinion focused on violations of State Statute(s) , City Code(s) and the penalties as allowed under the same, as well as accountability, liability and action plan.

PASSED AND APPROVED THIS _________ DAY OF ______________________, 2018

__________________________________ Scott Getzschman, Mayor

ATTEST:

__________________________________ Tyler Ficken, City Clerk
Gentlemen,

Resolution 2018-284 passed December 20, 2018 required an investigation and written report to the City Council regarding the handling of the RTG purchase Agreement, escrow money, and the costs incurred and due to the City as a result of RTG’s purchase agreement default. The report offered/received by Council did not identify and reference State Statutes nor the Fremont Municipal Code sections that control and were violated, nor did it provide accountability as was intended.

This requested supplemental report needs to summarize and list each violation/finding, the State laws or City codes underlying the various findings/violations and who the individual(s) are- who, by their actions, or inactions, are the person(s) responsible...this should be done for each and every finding described in the report received January 29, 2019, and it needs to provide the missing “accountability” information.

From there, this supplemental report should ascertain whether penalties as allowed for by State law and City Code would be appropriate, and what the Council’s action plan to address / handle such issues, violations, etc may entail pursuant to City Code. Furthermore, it is my belief that you, as City Attorney, should opine on any legal obligation there may be for any individuals responsible for the unauthorized lost revenue due to the taxpayers of Fremont as a result of any individual(s) failure to enforce an “approved ordinance”, for the unilateral decisions made to change the approved contract with RTG without giving City Council notice or obtaining Council approval, and to forgo over $16,500 due to the City’s taxpayers as a result of the RTG’s default of their purchase agreement as outlined in the original report.

Should you, as the City Attorney, decline to provide a supplemental investigatory opinion that focuses on State Statute and/or City Code violations, accountability, liability and action plans -then I shall consider a resolution to require the same, on the Council’s next agenda - in order to obtain the answers to the questions described herein and those attached to in this email.

Thank you for your assistance.
Pursuant to Resolution 2018-284 passed on December 20, 2018, this request for a supplement to the investigatory report relates to the RTG Land Purchase memorandum prepared by the City Attorney dated January 29, 2019, which was placed in the public record on that same date. This request for additional information is necessitated by the fact that the original report fails to specifically identify or reference any of the specific Fremont Municipal Code sections that were controlling and apparently violated given the analysis and findings outlined in the original January 29, 2019 report.

In order to adequately assess accountability, the Council needs to ascertain which, and how many, of the Fremont Municipal Code sections were apparently violated and by whom; whether by action, or inaction, as described in the original January 29, 2019 report. The following questions are raised to elicit the underlying support for the statements and findings already made in the original report.

For further discussion/consideration - as I will be asking for this to be on the Agenda for the next City Council meeting, February 12, 2019 - Please provide a supplemental written report to augment the original January 29, 2019 investigatory report as hereby respectfully requested from you, the City Attorney.

Paragraph 1, page 1 indicates that a purchase agreement between RTG and the City was signed on March 8, 2018, before Council approval was granted on March 13, 2018;

- Was City Council pre-approval, or approval at time of signing, required on or before the Mayor’s signing of the agreement on March 8, 2019? **If Yes, what’s the controlling Municipal Code(s)? If No, Explain.**

- Was the Mayor duly authorized to sign the agreement for the City on March 8, 2019, when City Council approval of the Ordinance was not approved until March 13, 2018? **If Yes, what’s the controlling Municipal Code(s)? If No, Explain.**

- Who was responsible for securing City Council approval? **What’s the controlling Municipal Code(s)?**
Paragraph 1, page 1 identifies Ordinance 2018-5435 as an “approved Ordinance” (2018-5435) of the City of Fremont dated March 13, 2018. Were the Mayor and the City Administrator required under Fremont Municipal Code to enforce this “approved Ordinance” as written? If Yes, what’s the controlling Municipal Code(s)? If No, Explain.

Paragraph 2, page 3 indicates that the “purchase agreement” was legally enforceable, but it wasn’t; Paragraph 5, page 3 further indicates that RTG’s failure to deposit the escrow constituted its default of the agreement with the City. Who was/is legally responsible for enforcement of the escrow deposit, collection of escrow forfeiture under RTG’s default of the agreement, and any costs incurred by the City relating to the Purchase Agreement? What’s the controlling Law and Municipal Code(s) or State Statute?

Paragraph 4, page 2 indicates that Staff (the City Administrator) failed to confirm the deposit of the earnest money or communicate to, or advise, the City Council that the escrow money was never deposited before the Council took action on July 10, 2018. Who was responsible (the City Administrator and /or the Mayor) for full, complete and transparent communications with the City Council and who is potentially legally liable for the taxpayers’ loss of funds and incurred expenses due to the unilateral contractual settlement substituted for the City Council-approved Ordinance? What laws, State Statute and Municipal Code(s) control the appropriation or expenditure of City funds, required City Council approvals, and the communications required of the Mayor and City Administrator with the City Council?

Paragraph 7, page 2 indicates the Mayor unilaterally negotiated, and the City Administrator then confirmed, a settlement (new contract) regarding the escrow amount due to the City as a result of the RTG default. What authority do either administrative officials have to change an approved Ordinance and/or create a substitute and bind the City to a new contract without City Council approval? What’s the controlling Municipal Code(s) that permits or prohibits this?

Paragraph 3 indicates that RTG essentially defaulted on the agreement by failing to deposit the escrow. Given this analysis statement, what justification did the Mayor have for entertaining or initiating a settlement for a lesser value than would have resulted from the Administration’s enforcement of the terms of the Ordinance and the Contract as it was approved by the City Council (e.g., the defaulted escrow plus any City incurred costs)? What’s the controlling Municipal Code(s)?

Paragraph 6, page 3 addresses oral statements made and accepted by the City Attorney for purposes of this Purchase Agreement analysis. Does the “parol evidence rule” for interpreting written contracts apply here (don’t courts generally assume that the terms in a written contract trump any prior oral agreements, since this is why the parties sign a written agreement)? If not, why not?

Excerpts of the Fremont Municipal Code are provided below for ease of reference. However this list is not intended to be comprehensive or complete list of those that would be controlling and thus, may not be all inclusive. Note, emphasis has, on occasion, been added to the text.

State Statues have not been provided for reference.
If the additional analysis requested further confirms the statements of non-compliance or fault already outlined in the original report and findings, and it leads to, or further confirms and
documents, the identification of a person or persons having violated Fremont’s Municipal Code or State Statutes, the report should identify what the penalties are for each violation under the Fremont Municipal Code and/or Nebraska State Statute. The report should also reflect the City Attorney’s advice and recommendations to the City Council on how to proceed in imposing and effecting any identified penalties.

**Key Fremont Municipal Code References Potentially Impacted**

**§1-107 Penalties; Continuing Violations**
In any case where there shall be a violation of any city ordinance for which no penalty is provided, the person violating the same shall be subject to a fine of not less than one dollar nor more than five hundred dollars for each offense. Each day a violation of a continuing nature shall remain in existence shall constitute a separate offense.

**§1-109 Aiding, Abetting or Procuring; Penalty.**
Whoever aids, abets or procures another to violate a provision of this Code, or whoever is an accessory after the fact to the commission of any such violation shall be deemed guilty of an offense and punished in accordance with §1-107 of this Code.

An accessory after the fact is a person who, after full knowledge that a violation of this Code has been committed, conceals it from a police officer, or harbors and protects the person charged with or found guilty of a violation of any provision of this Code or state law.

**§2-101 Form of Government.**
The City of Fremont, Nebraska is a City of the First Class with a municipal government organized pursuant to the provisions of Chapter 16 of the Revised Statutes of Nebraska

**§2-201 Mayor; Powers; Duties**
The Mayor shall be elected at large to serve a four year term of office. The Mayor shall preside at all the meetings of the City Council and shall have the right to vote when his vote shall be decisive and the City Council is equally divided on any pending matter, legislation, or transaction and the Mayor shall, for the purpose of such vote, be deemed to be a member of the Council. He shall have the superintending control of all the officers and affairs of the City and shall take care that the State and City law are complied with (emphasis added). He may administer oaths, and shall sign the commissions and appointments of all the officers appointed in the City. The Mayor may have such jurisdiction as may be vested in him by ordinance over all places within two miles of the corporate limits of the City for the enforcement of health or quarantine laws and the regulation thereof. The Mayor shall have the power after the conviction of any person to remit fines and forfeitures, and to grant reprieves and pardons for all offenses arising under the laws of the City.

**§2-202 Mayor; Veto Powers; Passage Over Veto.**
The Mayor shall have the power to approve or veto any ordinance passed by the City Council, and to approve or veto any order, bylaw, resolution, award of or vote to enter into any contract, or the allowance of any claim; provided, that any ordinance, order, bylaw, resolution, award, or vote to enter into any contract, or the allowance of any claim vetoed by the Mayor may be passed over his veto by a vote of two-thirds of all the members elected to the City Council. If the Mayor neglects or refuses to sign any ordinance, order, bylaw, resolution, award, or vote to enter into any contract, or the allowance of any claim, and returns the same with his objection in writing at the next regular meeting of the Council, the same shall become law without his signature. The Mayor may veto any item or items of any appropriation bill, and approve the remainder thereof. The item or items so vetoed may be passed by the Council over his veto as in other cases.

§2-203 Council; Authority; Duties.
Two City Council Members shall be elected for a four (4) year term from each ward. One Council Member from each ward shall be elected at each election, so that terms are staggered. They shall be electors of the City and residents of the ward from which they were elected.

The Council can bind the City of Fremont, Nebraska, by their acts only when they are duly assembled at a regular or special meeting. The City Council shall do all things necessary to comply with, and enforce the ordinances of the City of Fremont and the laws of the State of Nebraska relating to cities of the first class.

The City Council specifically reserves the right to make inquiries of any personnel relative to municipal activities. The City Council may, by motion or resolution, adopt appropriate personnel rules, and amend such rules in the same manner from time to time.

§2-208 Removal of Elected Official for Misconduct.
Any elected official of the city may be removed from office for misconduct or malfeasance pursuant to state statute by the Mayor and Council in the following manner:

Upon the filing of written charges signed and verified, charging any such officer with misconduct, the Council shall by resolution set a time for hearing not less than five days nor more than ten days subsequent to the passage of such resolution for a hearing on such charge. At such hearing, the officer whose conduct shall have been called into question shall have the right to be present to interrogate witnesses, to be represented by counsel, and either in person or by counsel make a statement or argument to the council. The City Attorney shall act as prosecuting attorney and shall have the right to examine or cross examine each witness presented and to make any statement or argument to the Council. If upon such hearing, the Council shall by a three-fourths vote of all the Council Members, find or determine that the officer in question has been guilty of misconduct rendering him or her an unfit person to hold such office, then the City Council may declare such office vacant and such office shall then be vacant forthwith.
§2-301 Ordinances; Appropriation Of Money.
All ordinances, resolutions, or orders for the appropriation or payment of money shall require for their passage or adoption the concurrence of a majority of all members elected to the Council (emphasis added). The Mayor may vote on any such matter when his or her vote will provide the additional vote required to create a number of votes equal to a majority of the number of members elected to the Council, and the Mayor shall, for the purpose of such vote, be deemed to be a member of the Council.

§2-306 Ordinances; Effective Date; Emergency Ordinances.
(1) Except as provided in subsection (2) of this section, an ordinance for the government of the Municipality which has been adopted by the City Council without submission to the voters of the Municipality shall not go into effect until fifteen (15) days after the passage of the ordinance. (2) In the case of riots, infectious diseases or other impending danger, or any other emergency requiring its immediate operation, an ordinance shall take effect upon the proclamation of the Mayor immediately upon the first publication of the ordinance.

§2-307 Ordinances; Amendments And Revisions.
No ordinance or section thereof shall be revised or amended unless the new ordinance contains the entire ordinance or section as revised or amended, and the ordinance or section so amended is repealed, except that an ordinance revising all the ordinances of the Municipality and modifications to zoning or building districts may be adopted as otherwise provided by law.

§2-506 City Administrator; Appointment; Duties.
There is hereby created the office of City Administrator. The purpose of the office of the City Administrator is to provide the centralization of the administrative responsibilities. The City Administrator shall be appointed by the Mayor by and with the consent of the City Council or a majority of the same. The employment of the City Administrator may be administered by a negotiated contract.

The Mayor and Council shall determine all Municipal policies, adopt ordinances and resolutions and vote all appropriations. The Mayor and Council are the Governing Body of the City, and the City Administrator is its agent in carrying out the policies and directions which the Mayor and Council shall determine. The City Administrator may recommend to the Mayor and Council for adoption such measures and ordinances as are deemed necessary or expedient. The City Administrator may be removed at the pleasure of the Mayor by vote of a majority of all members of the Council. The City Administrator shall be the administrative head of the City government under the direction and control of the Mayor and Council, and shall administer all departments and divisions of the City government which are under the Mayor and Council's direction, except the office of the City Attorney, City Physician and Civil Service Officials. The City Administrator will be available to assist these offices in any administrative matter and will assist the Mayor and Council in the coordination of these activities. The City Administrator shall be responsible to the Mayor and Council for the efficient administration of all affairs of the City.
which are under the Mayor and Council's control. In relation to the efficient administration of the affairs of the City, the City Administrator shall work within the policies set forth by the Mayor and Council. Subject to the policies of the Mayor and Council, the City Administrator may delegate the duties of the office to the Assistant City Administrator – City and the Assistant City Administrator – Utilities, as the City Administrator deems appropriate.

The City Administrator shall deal with the Mayor and Council as a body on all official City affairs. Any and all reports and communications shall go to the Mayor and all members of the Council. The Mayor and individual members of the City Council may require reports from the office of the City Administrator on any specific City activity in addition to the regular reports. The Mayor and Council reserve the right to make inquiries of City personnel relative to City activities. The individual members of the City Council shall deal with personnel through the City Administrator. The salary of the City Administrator shall be established by ordinance. The City Administrator may also recommend to the Mayor and Council the appointment and dismissal of Appointed and Hired Officials. The City Administrator may appoint, discipline, transfer and dismiss all subordinate employees of the City except Civil Service Commission.

The City Administrator with the advice and assistance of the Assistant City Administrator – Utilities shall have administrative control over the street and storm sewer system, Department of Utilities and the Gas, Sewer, Water and Electric Divisions of the City and shall enforce the laws relating to said departments as well as carry out any order or directive of the Mayor and City Council and recommendations of the Utility and Infrastructure Board. The City Administrator and the Assistant City Administrator – Utilities shall advise and work with the Utility and Infrastructure Board as to its recommendations to the Mayor and Council. The City Administrator or his duly authorized agents, shall have free access at proper hours of the day to all parts of each premise and building to or in which gas, water, sewer, storm sewer, or electric service is furnished to examine the pipes, fixtures, wires and connections and ascertain whether there is any disrepair or violation of City law.

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examine the pipes, fixtures, wires and connections and ascertain whether there is any disrepair or violation of City law.

At the direction of the Mayor and Council, the City Administrator with the assistance of the Assistant City Administrator – Utilities shall have the active direction, operation, and supervision of the streets and storm sewer system, plants and systems of waterworks, power production and distribution, including the street lighting system, gas purchase and distribution, sewer system, water system and the accounting, billing and collection for the same and such other municipal utilities as may be hereafter by ordinance conferred upon him and to faithfully account for the same to the Mayor and Council. Cash in excess of amounts required to pay expenses shall be made available for investment to the Director of Finance or his/her authorized agent.

No single expenditure shall exceed thirty thousand dollars ($30,000) for material, supplies, service, and the replacement, and maintenance of equipment directly connected with the operation of the street and storm sewer system, electric system, wastewater system, waterworks, or natural gas distribution system, and their associated lines and facilities without advertising for bids and the approval of the Board and Council. These limits may be waived by the City Administrator and Mayor if an emergency is declared. Such a declaration shall be affirmed by the Council at its next regular meeting and the affirmation shall be made a part of the Council minutes. The City Administrator may purchase fuel on the spot market after receiving comparable quotations in excess of these limits; and may buy and sell electricity in the integrated market place. Bilateral electric sales and purchase agreements shall be approved by the Mayor and Council.

No contract shall be made by the Council or any committee or member thereof and no expense shall be incurred by any of the officers or departments of the city, whether the object of the expenditure shall have been ordered by the City Council or not, unless an appropriation shall have been previously made concerning such expense, except as otherwise expressly provided by law.

No member of the Council shall serve as a member of the Utility and Infrastructure Board while serving a term of office as a member of the Council.

§2-601 Violation, Penalty.
Any person who violates any of the prohibitions or provisions of any Article or section of this Chapter shall be deemed guilty of a misdemeanor. Unless otherwise specified in the particular Article or section for which the person stands convicted of violating, the penalty for such violation shall be in any amount not to exceed one thousand dollars ($1,000.00) and/or imprisonment for any length of time not to exceed three (3) months, in the discretion of the court.
MEMORANDUM

TO: Members of the Fremont City Council

FROM: McGrath North Mullin & Kratz, LLC
       City Attorney

DATE: January 29, 2019

RE: RTG Land Purchase

INTRODUCTION

Pursuant to Resolution 2018-284 (Ex. 1) passed on December 20, 2018 the Fremont City Council (the “Council”) directed the City Attorney to conduct a factual investigation and legal analysis relative to expenses incurred as a result of a Purchase Agreement signed by RTG Medical, Inc. (“RTG”) on March 8, 2018 to purchase certain property from the City of Fremont and approved by the Council per ordinance 2018-5435 on March 13, 2018.

The investigation and legal analysis was conducted by the law firm of McGrath North Mullin & Kratz, LLC., of Omaha, Nebraska. This report is limited in scope to those topics designated in the Resolution (Ex. 1). We reserve the right to supplement this report should additional facts be forthcoming.

DISCUSSION

Readytech-go, Inc., a Nebraska Corporation, d/b/a RTG Medical (“RTG”) is a veteran owned medical staffing agency focused on contracting travel and permanent healthcare professionals. In the medical staffing industry since 2000, RTG currently recruits and places professionals in nursing, radiology, therapy, pharmacy and laboratory in all 50 states. (See https://RTGMedical.com)

RTG has since its inception maintained its principal offices in Fremont, Nebraska and is a major employer.

In late 2017 and early 2018 RTG determined that it needed more space and looked to expand by building a new headquarters building. Its stated preference was to remain in the Fremont area, but other sites were available. One site in Fremont that was available was a parcel of land located in what is known as Lot 4 of the Nelsen Business Park owned by the City of Fremont. While this parcel was appealing to RTG, it indicated that in order to make the project viable, any purchase from the City would be contingent on being able to acquire an adjoining strip of vacant land from property to the south (the “Additional Land”).
Negotiations with the City commenced and ultimately Agreement was entered into between RTG and the City of Fremont (Ex. 2). This Agreement was approved by the City Council on or about March 13, 2018 and provided for a purchase price of $196,600.00 with a 10% earnest money deposit of $19,660.00 to be deposited with a mutually acceptable title company.

The Agreement included both purchaser's conditions precedent and Seller's conditions precedent that would need to be satisfied or waived for the transaction to close (See Paragraph 4 under Ex. 2). The purchaser's condition included obtaining conventional financing and the approval of a redevelopment agreement by the community development agency of the City of Fremont. If those conditions were not met, then the Agreement was to be deemed null and void and the earnest money forfeited.

The Seller's conditions precedent included an obligation to publish notice of sale, which was done, and the receipt of subdivision approval "for the separation of the property from the remaining portion of Lot 4 by Nelsen Business Park," which was not done.

It is unclear as to why, but the earnest money was never deposited into escrow. The City Administrator cites to an email from the purchaser (Ex. 3) wherein he was advised that purchaser is delivering the paperwork to the title company, and asserts his belief that this included the earnest money. Regardless of his belief, staff should have followed up to confirm receipt of the deposit by the title company. Ultimately, at RTG's request an amendment to the Agreement was prepared (Ex. 4) on or about July 10, 2018 to give the Purchaser additional time to consummate the transaction. This amendment was approved by the Council on July 10, 2018, executed by the Mayor, but never executed by RTG, and is therefore not enforceable. Had staff followed up on the earnest money, the Council could and should have been advised that the deposit had not been made prior to approving the amendment.

Ultimately RTG was unable to consummate the purchase of the Additional Land it needed in Nelsen Business Park and chose to build its facility in a different location in Fremont. Upon learning of this development, the City Administrator sent a demand letter to RTG seeking payment of the $19,660.00 earnest money (Ex. 5). Upon receipt of the demand letter RTG responded that the transaction had always been contingent upon it being able to purchase the Additional Land (Ex. 6).

The controversy was brought to the attention of the City Attorney who opined that litigation may be required to collect the earnest money citing a potential legal issue with respect to the inability of the purchaser to consummate the purchase of the Additional Land, which would have resulted in the City being unable to meet its condition of the Seller receiving subdivision approval required by the Agreement. The City Attorney also cited the costs of litigation should a law suit need be filed.

Upon receiving such information, the Mayor met with RTG concerning the controversy. They ultimately came to agree on a $10,000 settlement which was confirmed by the City Administrator (Ex. 7) and was paid by RTG. The Mayor was concerned about covering the City's costs related to the transaction and believed he had the authority to effectuate
this settlement based upon his "superintending" control of the affairs of the City. The City Council was not advised of the settlement.

It should be noted that although the wording of the City's condition in Paragraph 4.B(ii) of the Agreement is vague at best, the City Administrator and Jeremy Guenthner of RTG have advised in essence that the intent was to create a platted lot for the RTG project that excluded land previously conveyed by the City to the State of Nebraska for highway right of way, and to adjust the south lot line to include the Additional Land RTG was trying to acquire. RTG advised that, although there were various efforts between it and the owner of the Additional Land to negotiate its purchase, they were not able to finalize an agreement. Without the Additional Land, the condition in Paragraph 4.B(ii) of the Agreement could not be satisfied.

ANALYSIS

The Real Estate Purchase Agreement entered into between the parties on or about March 13, 2018 (Ex. 2) on its face appears to be a legally enforceable agreement. The proposed amendment dated on or about July 10, 2018 (Ex. 4) was not enforceable, as it was not executed by RTG.

The Purchase price for the property was $196,000.00 with an earnest money deposit of $19,600.00 to be deposited with a mutually acceptable title company.

It is unclear why, but the earnest money deposit was never paid into escrow. That technically constituted a default by the purchaser but may not be particularly relevant to this inquiry as both parties appeared to be honoring the other terms of the Agreement.

The March 13th Agreement provided that the transaction close within 120 days, which would have been extended by the aforementioned amendment. As noted above, since RTG never executed the amendment it never became effective.

The March 13th Agreement included both Seller and Buyer contingencies. The proposed amendment included the same contingencies and would have only extended the time for them to be satisfied. The Buyer takes the position that the purchase of the property was contingent upon it being able to purchase the Additional Land. Although Paragraph 4.B(ii) is vague, this is a reasonable interpretation of the Agreement based on what we have been told by the persons who negotiated the Agreement. Because of such vagueness we believe their statements as to the intent of that clause would be admissible in a trial if this matter was litigated. If that is the case, the satisfaction of at least one key condition to the Agreement did not occur.

The Mayor negotiated a compromise settlement with RTG, RTG was invoiced the agreed upon $10,000 compromise and has paid that amount to the City. There is not much legal authority in the state of Nebraska defining the scope of the mayor's "superintending" authority, which he relied upon in entering into the compromise settlement. What little precedent that is out there defines it as being rather broad. See Frederickson v. Albertsen, 183 Neb. 494 (1968). Without any direct authority on the issue, we cannot opine whether the settlement was or was not in violation of the state
statute. However, the City Council was not advised of the settlement. It is our opinion that the Mayor should have advised the Council of the settlement. See Nebraska Revised Statute § 16-314. Where does that leave us then with respect to the validity of the settlement agreement?

There is no question that the City has the power under Nebraska law to enter into a settlement agreement, so the only issue in this regard is whether proper procedure was followed. "Where a municipal corporation has the power to make the contract, but fails to follow the procedure laid down by the law for making the contract, it cannot properly be said to be ultra vires and void, but is merely irregular." *W.L. Stickel Lumber Co. v. City of Kearney*, 103 Neb. 636 (1919) (quoting *Rogers v. City of Omaha*, 80 Neb. 591 (1908)).

Applying the foregoing rule to the current situation, it appears that the settlement agreement with RTG would not be void, even if the Mayor did not have the authority to enter into the contract without Council approval. This is because it cannot be said that the City did not have the power to enter into the settlement agreement. Rather, even if it is argued that the Mayor did not have the authority to do so unilaterally on behalf of the City, the settlement agreement would not technically be defined as ultra vires and void; it would merely be "irregular." Such a contract appears to be enforceable under Nebraska case law.

Under the circumstances as we know them, it appears that the settlement is reasonable, and the City probably collected more than it would have if litigation was commenced and won, once the expense of litigation and interrupted duty time for city personnel is considered. Neither does it appear that any individuals within the city government personally benefited from the settlement.
RESOLUTION 2018-284

A Resolution of the City Council of the City of Fremont, Nebraska authorizing the City Attorney to pursue a factual investigation and legal analysis of unpaid earnest money/escrow of $9660 and all other expenses and fees incurred as a result of Purchase Agreement signed by RTG Medical Inc. on March 8, 2018 and approved by City Council per Ordinance 2018-5435 on March 13, 2018.

WHEREAS, the City of Fremont has collected $10,000 of the $19,660 required earnest money.

WHEREAS, the City of Fremont has incurred other expenses/fees that may include, but not limited to, legal, appraisal, survey, etc. and wishes to pursue and collect all expenses related to the unfulfilled Purchase Agreement for sale of real estate to RTG as approved by Ordinance 2018-5435 on March 13, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS: That the City of Fremont does hereby request and authorize the City Attorney to pursue a factual investigation and legal analysis and provide a report to the City Council to include the topics of the contract, ordinance enforcement, and communication amongst City leadership and City Council.

PASSED AND APPROVED THIS 20th DAY OF December, 2018

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk
REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made this 13 day of March 2018, by and between the City of Fremont, Nebraska, a Nebraska municipal corporation, hereinafter called "Seller", and Readytech-go, Inc., a Nebraska corporation, d/b/a RTG Medical, hereinafter called "Purchaser".

1. **Real Property.** Seller hereby agrees to sell and Purchaser hereby agrees to purchase the following-described real estate:

Part of Lot 4, of Nelson Business Park, to the City of Fremont, Dodge County, Nebraska, being described as follows: Beginning at the Southwest Corner of said Lot 4; thence N00°27'27"E (assumed bearing) on the West Line of said Lot 4, a distance of 73.16 feet to a point of curvature; thence northwesterly continuing on said West Line on a 532.50 foot radius curve to the left an arc distance of 170.62 feet to a point of reverse curvature, the chord of said curve bears N08°43'30"W 169.89 feet; thence northerly continuing on said West Line on a 467.50 foot radius curve to the right an arc distance of 149.85 feet to a point of tangency, the chord of said curve bears N08°43'30"W 149.21 feet; thence N00°27'27"E continuing on said West Line, a distance of 76.42 feet to a point on the West Right-of-Way Line of U.S. Highway No. 275, as previously described and recorded in Book 2005, page 0228, of the Dodge County Register of Deeds records; thence S86°00'00"E on said West Right-of-Way Line, a distance of 100.92 feet, thence S81°36'18"E continuing on said West Right-of-Way Line, a distance of 411.49 feet; thence S27°30'16"E continuing on said West Right-of-Way Line, a distance of 449.43 feet to a point on the South Line of said Lot 4; thence N89°56'04"W on said South Line, a distance of 668.09 feet to the true point of beginning, containing 5.76 acres, more or less (the "Property").

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 and Manner of Payment.** Purchaser agrees to pay to Seller for the Property the sum of One Hundred Ninety Six Thousand Six Hundred and No/100 Dollars ($196,600.00) (the "Purchase Price") as follows:

   A. **Earnest Money.** Earnest money of Nineteen Thousand Six Hundred Sixty and No/100 Dollars ($19,660.00) or 10% of the Purchase Price, to be deposited with a mutually acceptable title company; and

Ex. 2
B. **Remaining Balance.** The balance to be paid in cash or certified check at time of closing and delivery of Deed.

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; and (ii) the approval of a Redevelopment Agreement by the Community Development Agency of the City of Fremont.

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 Conditional Purchase Agreement, this Purchase Agreement is to be null and void, and the earnest money of Nineteen Thousand Six Hundred Sixty and No/100 Dollars ($19,660.00) 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) Seller shall have published notice for three (3) consecutive weeks of its sale of the Property to Purchaser for the Purchase Price in the form attached as Exhibit "A" and incorporated by this reference. Closing shall not occur until the lapse of thirty (30) days following the last day of publication with no remonstrance against the sale signed by not less than thirty percent (30%) of the registered voters filed with the City; and (ii) Seller shall have received subdivision approval, administrative or otherwise, for the separation of the Property from the remaining portion of Lot 4 by Nelson Business Park.

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 lapse of thirty (30) days after the publication of the notice described in paragraph 4(B) above without the filing of any remonstrance against such sale.

6. **Taxes.** The Property has been exempt from real estate taxes for tax year 2017 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 real estate taxes for 2018 and subsequent years.

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.** Documentary revenue stamps are to be paid by Purchaser, if any. The transfer and conveyance to Purchaser shall qualify for the exemption available under Neb. Rev. Stat. § 76-902(2).

10. **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.

11. **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.

12. **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.

"SELLER"

THE CITY OF FREMONT, NEBRASKA, a Nebraska municipal corporation

Attest: ____________________________  ____________________________  ____________________________

By: ________________________________  ____________________________

Tyler Ficken, City Clerk  Scott Getzschman, Mayor

State of NEBRASKA  ss

County of DODGE  ss

The foregoing instrument was acknowledged before me this 14th day of March, 2018, by Scott Getzschman, Mayor of the City of Fremont, Nebraska, a Nebraska municipal corporation, on behalf of such corporation.

Christina Menking

Notary Public
"PURCHASER"

READYTECH-GO, INC., a Nebraska corporation, d/b/a, RTG Medical

By: ________________________________
Name: _________ Greenhow
Title: Chief Operating Officer

State of NEBRASKA                
__________________________
County of DODGE                
__________________________

The foregoing instrument was acknowledged before me this 8th day of March, 2018, by Jeremy Frank, Chief Operating Officer of Readytech-go, Inc., a Nebraska corporation, d/b/a RTG Medical, on behalf of the corporation.

__________________________
Notary Public

KAREN M. ARP
My Comm. Exp. August 17, 2020
EXHIBIT "A"

NOTICE

Notice is hereby given of the intent of the City of Fremont, Nebraska, a Nebraska municipal corporation, to sell the real property described below to Readytech-go, Inc., a Nebraska corporation. The terms of such sale require the buyer to purchase the real estate for a price of One Hundred Ninety Six Thousand Six Hundred and No/100 Dollars ($196,600.00), payable ten percent (10%) down with the balance due at closing following the satisfaction of the stated conditions which include: (a) buyer’s loan approval; (b) compliance with Neb. Rev. Stat. § 16-202; and (c) subdivision approval to create the legal description for such real estate. The real estate is legally described as:

Part of Lot 4, of Nelsen Business Park, to the City of Fremont, Dodge County, Nebraska, being described as follows: Beginning at the Southwest Corner of said Lot 4; thence N00°27'27"E [assumed bearing] on the West Line of said Lot 4, a distance of 73.16 feet to a point of curvature; thence northwesterly continuing on said West Line on a 532.50 foot radius curve to the left an arc distance of 170.62 feet to a point of reverse curvature, the chord of said curve bears N08°43'30"W 169.89 feet; thence northerly continuing on said West Line on a 467.50 foot radius curve to the right an arc distance of 149.85 feet to a point of tangency, the chord of said curve bears N08°43'30"W 149.21 feet; thence N00°27'27"E continuing on said West Line, a distance of 76.42 feet to a point on the West Right-of-Way Line of U.S. Highway No. 275, as previously described and recorded in Book 2005, page 0228, of the Dodge County Register of Deeds records; thence S86°00'00"E on said West Right-of-Way Line, a distance of 100.92 feet, thence S81°36'18"E continuing on said West Right-of-Way Line, a distance of 411.49 feet; thence S27°30'16"E continuing on said West Right-of-Way Line, a distance of 449.43 feet to a point on the South Line of said Lot 4; thence N89°56'04"W on said South Line, a distance of 668.09 feet to the true point of beginning, containing 5.76 acres, more or less.

Tyler Ficken
City Clerk
City of Fremont, Nebraska

Publish three (3) consecutive weeks on March 15th, March 22nd, and March 29th.

4842-8329-8398, v. 2

Exhibit "A"
Thank you. I will get over to Dodge County Title to move forward and close for the week of April 16th. I will be in touch when that is firm.

Sent from my iPhone

On Mar 14, 2018, at 5:58 PM, Newton, Brian <Brian.Newton@fremontne.gov> wrote:

Hi Jeremy! Here is the signed purchase agreement for your records. Please let me know if you need anything else from me. Thanks and I look forward to a closing date in thirty days. Brian

<image001.jpg>

<Brian Newton.vcf>

<Real Estate Purchase Agreement from City of Fremont to RTG Medical.pdf>
AMENDMENT NO. 1 TO REAL ESTATE PURCHASE AGREEMENT

This AMENDMENT NO. 1 TO REAL ESTATE PURCHASE AGREEMENT (this "Amendment") is made as of July 10, 2018 ("Effective Date") by and between City of Fremont, Nebraska a municipal political subdivision of the State of Nebraska ("Seller"), and Readytechgo, Inc., a Nebraska corporation, d/b/a/ RTG Medical ("Purchaser"). Each of Seller and Purchaser are sometimes referred to herein as a "Party" and collectively as the "Parties".

RECITALS

A. WHEREAS, Seller and Purchaser are Parties to a Real Estate Purchase Agreement, dated March 13, 2018, under which Purchase agreed to purchase certain real estate from Seller, for the sum of $196,600; and

B. WHEREAS, the Parties mutually desire to modify certain terms and conditions of the Real Estate Purchase Agreement (originally dated March 13, 2018), as more fully set forth herein.

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

1. Amendment.

   (a) Amending Section 4. Conditions (originally March 13, 2018) by replacing section A. Purchaser's Conditions Precedent with the following language:

   A. Purchaser's Conditions Precedent: (i) The Purchaser obtaining 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 financing; and (ii) the approval of a Redevelopment Agreement by the Community Development Agency of the City of Fremont.

   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 Amendment #1 to the Real Estate Purchase Agreement, the Real Estate Purchase Agreement is to be null and void, and the earnest money of Nineteen Thousand Six Hundred Sixty and No/100 Dollars ($19,660.00) paid herewith shall be forfeited by the Purchaser.

2. General Terms.

   (a) Except to the extent expressly modified by this Amendment #1 to the Real Estate Purchase Agreement (originally dated March 13, 2018), all other terms and conditions of said Agreement will remain unmodified and continue in full force and effect. Any reference to the Real Estate Purchase Agreement (originally dated March 13, 2018) will be deemed to refer to the Agreement as amended hereby, unless otherwise expressly stated.

   (b) Governing Law. This Amendment No. 1 to the Real Estate Purchase Agreement (originally dated March 13, 2018) will be governed by the laws of the State of Nebraska.
(c) Counterparts. This Amendment No. 1 to the Real Estate Purchase Agreement (originally dated March 13, 2018) may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

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

READYTECH-GO, INC,
a Nebraska corporation,

By: ______________________________

CITY OF FREMONT, NEBRASKA,
a municipal political subdivision of the State of Nebraska

By: ______________________________
Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk
Hi Jeremy! Attached please find the City’s demand for the earnest money associated with the real estate purchase agreement for the lot in the Nelson Business Park. You’ll also get this by snail mail too. Please let me know if you have any questions. Brian

Brian Newton
City of Fremont
City Administrator
(402) 727-2510 Work
(765) 894-6945 Mobile
brian.newton@fremont.ne.gov
400 E Military Ave
Fremont NE 68025
http://www.fremont.ne.gov/
August 24, 2018

Jeremy Guenther
COO, RTG Medical
1005 E 23rd Street, Suite #200
Fremont NE 68025

Dear Jeremy,

From our meeting on August 7, 2018, I understand RTG Medical will not be purchasing a portion of the Lot 4 property from the City at the Nelson Business Park. Instead, RTG Medical has agreed to locate its new building in the Gallery 23 East development on east Highway 30. According to the purchase agreement, dated March 13, 2018, (attached) between the City and RTG Medical, the purchase is conditioned upon two purchaser conditions. They are that the purchaser obtains conventional financing at a reasonable rate of interest, and approval of a Redevelopment Agreement by the Community Development Agency of the City of Fremont. Per the purchase agreement, if these conditions are not approved and completed with one hundred twenty (120) days from the date the last party signed the purchase agreement, the purchase agreement is null and void, and the earnest money shall be forfeited by RTG medical.

Since RTG Medical is no longer interested in purchasing the property from the City and since neither condition in the purchase agreement has or will be met, the City is requiring the payment of earnest money of $19,660.00. Attached please find an invoice for the earnest money payment.

It was a pleasure working with you and thank you for locating RTG Medical’s new building in Fremont.

Sincerely,

Brian Newton
Fremont City Administrator

cc: Scott Getzschman, Mayor
    Mark Enenbach, City Attorney

Attachment: Invoice
      Real Estate Purchase Agreement
INVOICE

CITY OF FREMONT
CITY CLERK
400 EAST MILITARY
FREMONT, NE 68025
(402) 727-2633

TO: READYTECH-GO
DBA RTG MEDICAL
1005 E 23RD ST, STE 200
FREMONT, NE 68025

INVOICE NO: 14021
DATE: 8/22/18

CUSTOMER NO: 1278/1278

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<td>NEILSON BUSINESS PARK</td>
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<tr>
<td></td>
<td>CITY OF FREMONT</td>
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<tr>
<td></td>
<td>5.76 ACRES</td>
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<td></td>
<td>PER REAL ESTATE PURCHASE AGREEMENT DATED MARCH 13, 2018</td>
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<td>19,660.00</td>
<td>19,660.00</td>
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</tbody>
</table>

TOTAL DUE: $19,660.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/22/18   DUE DATE: 9/21/18   NAME: READYTECH-GO
CUSTOMER NO: 1278/1278   TYPE: MM - MISC MERCHANDISE

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

INVOICE NO: 14021
TERMS: NET 30 DAYS

AMOUNT: $19,660.00
REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made this ___ day of March 2018, by and between the City of Fremont, Nebraska, a Nebraska municipal corporation, hereinafter called "Seller", and Readytech-go, Inc., a Nebraska corporation, d/b/a RTG Medical, hereinafter called "Purchaser".

1. **Real Property.** Seller hereby agrees to sell and Purchaser hereby agrees to purchase the following-described real estate:

Part of Lot 4, of Nelsen Business Park, to the City of Fremont, Dodge County, Nebraska, being described as follows: Beginning at the Southwest Corner of said Lot 4; thence N00°27'27"E (assumed bearing) on the West Line of said Lot 4, a distance of 73.16 feet to a point of curvature; thence northwesterly continuing on said West Line on a S32.50 foot radius curve to the left an arc distance of 170.62 feet to a point of reverse curvature, the chord of said curve bears N08°43'30"W 169.89 feet; thence northerly continuing on said West Line on a 467.50 foot radius curve to the right an arc distance of 149.85 feet to a point of tangency, the chord of said curve bears N08°43'30"W 149.21 feet; thence N00°27'27"E continuing on said West Line, a distance of 76.42 feet to a point on the West Right-of-Way Line of U.S. Highway No. 275, as previously described and recorded in Book 2005, page 0228, of the Dodge County Register of Deeds records; thence S86°00'00"E on said West Right-of-Way Line, a distance of 100.92 feet, thence S81°36'18"E continuing on said West Right-of-Way Line, a distance of 411.49 feet; thence S27°30'16"E continuing on said West Right-of-Way Line, a distance of 449.43 feet to a point on the South Line of said Lot 4; thence N89°56'04"W on said South Line, a distance of 668.09 feet to the true point of beginning, containing 5.76 acres, more or less (the "Property").

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 and Manner of Payment.** Purchaser agrees to pay to Seller for the Property the sum of One Hundred Ninety Six Thousand Six Hundred and No/100 Dollars ($196,600.00) (the "Purchase Price") as follows:

A. **Earnest Money.** Earnest money of Nineteen Thousand Six Hundred Sixty and No/100 Dollars ($19,660.00) or 10% of the Purchase Price, to be deposited with a mutually acceptable title company; and
B. **Remaining Balance.** The balance to be paid in cash or certified check at time of closing and delivery of Deed.

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; and (ii) the approval of a Redevelopment Agreement by the Community Development Agency of the City of Fremont.

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 Conditional Purchase Agreement, this Purchase Agreement is to be null and void, and the earnest money of Nine Thousand Six Hundred Sixty and No/100 Dollars ($9,660.00) 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) Seller shall have published notice for three (3) consecutive weeks of its sale of the Property to Purchaser for the Purchase Price in the form attached as Exhibit "A" and incorporated by this reference. Closing shall not occur until the lapse of thirty (30) days following the last day of publication with no remonstrance against the sale signed by not less than thirty percent (30%) of the registered voters filed with the City; and (ii) Seller shall have received subdivision approval, administrative or otherwise, for the separation of the Property from the remaining portion of Lot 4 by Nelson Business Park.

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 lapse of thirty (30) days after the publication of the notice described in paragraph 4(B) above without the filing of any remonstrance against such sale.

6. **Taxes.** The Property has been exempt from real estate taxes for tax year 2017 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 real estate taxes for 2018 and subsequent years.

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.** Documentary revenue stamps are to be paid by Purchaser, if any. The transfer and conveyance to Purchaser shall qualify for the exemption available under Neb. Rev. Stat. § 76-902(2).

10. **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.

11. **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.

12. **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.

---

**“SELLER”**

THE CITY OF FREMONT, NEBRASKA, a Nebraska municipal corporation

Attest:

By:

Tyler Pickem, City Clerk

Scott Getzschman, Mayor

State of NEBRASKA )

County of DODGE )

The foregoing instrument was acknowledged before me this 14th day of March, 2018, by Scott Getzschman, Mayor of the City of Fremont, Nebraska, a Nebraska municipal corporation, on behalf of such corporation.

[Signature]

Notary Public
"PURCHASER"

READYTECH-GO, INC., a Nebraska corporation, d/b/a, RTG Medical

By: [Signature]
Name: [Name]
Title: Chief Operating Officer

State of NEBRASKA  )
)ss
County of DODGE   )

The foregoing instrument was acknowledged before me this 8th day of March, 2018, by Jeremy Crenshaw, Chief Operating Officer of Readytech-go, Inc., a Nebraska corporation, d/b/a RTG Medical, on behalf of the corporation.

[Signature]
Notary Public

[Notary Stamp]
GENERAL NOTARY - State of Nebraska
KAREN M ARP  My Comm. Exp. August 17, 2020
EXHIBIT “A”

NOTICE

Notice is hereby given of the intent of the City of Fremont, Nebraska, a Nebraska municipal corporation, to sell the real property described below to Readytech-go, Inc., a Nebraska corporation. The terms of such sale require the buyer to purchase the real estate for a price of One Hundred Ninety Six Thousand Six Hundred and No/100 Dollars ($196,600.00), payable ten percent (10%) down with the balance due at closing following the satisfaction of the stated conditions which include: (a) buyer’s loan approval; (b) compliance with Neb. Rev. Stat. § 16-202; and (c) subdivision approval to create the legal description for such real estate. The real estate is legally described as:

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Tyler Ficken
City Clerk
City of Fremont, Nebraska

Publish three (3) consecutive weeks on March 15th, March 22nd, and March 29th.

4842-8329-8393, v. 2

Exhibit “A”
Sent from my iPhone

Begin forwarded message:

From: Jeremy Guenthner <Jeremy.Guenthner@rtgmedical.com>
Date: August 28, 2018 at 4:17:04 PM CDT
To: "Newton, Brian" <Brian.Newton@fremontne.gov>, Dave Guenthner <dave.guenthner@rtgmedical.com>
Cc: "Getzschman, Scott" <Scott.Getzschman@fremontne.gov>, "Mark F. Enenbach - McGrath North (menenbach@mcgrathnorth.com)" <menenbach@mcgrathnorth.com>, "jdorn@cresa.com" <jdorn@cresa.com>, "erose@cresa.com" <erose@cresa.com>, "pbuss@cresa.com" <pbuss@cresa.com>, "smeverson@lmhlawfirm.com" <smeverson@lmhlawfirm.com>
Subject: Re: Earnest Money Demand

Brian, this was understood as a contingent deal with the two parcels... despite the PA. Out understating was that lapsed time simply dissolved and voided the agreement as neither side furthered the terms. Which is why the initial plan was another avenue of acquisition with the city acquiring Bruce's parcel and delivering as a package deal to us, but that was getting hung up as you are aware. Before we review and respond formally in depth please provide dated copies of 4.B.i and 4.B.ii.

Thanks
Jeremy

Sent from my iPhone

On Aug 28, 2018, at 12:05 PM, Newton, Brian <Brian.Newton@fremontne.gov> wrote:

Hi Jeremy! Attached please find the City's demand for the earnest money associated with the real estate purchase agreement for the lot in the Nelson Business Park. You'll also get this by snail mail too. Please let me know if you have any questions. Brian

<image001.jpg>

<Brian Newton.vcf>
<RTG Earnest Money Demand.pdf>
Hi Jeremy, I am pleased to hear that you and the Mayor arrived at a mutually acceptable amount for the earnest money fee. Attached please find an Invoice for $10,000 for the fee. I have enjoyed working with you and wish you and RTG all the best. Brian

From: Jeremy Guenthner (mailto:Jeremy.Guenthner@rtgmedical.com)
Sent: Tuesday, August 28, 2018 4:17 PM
To: Newton, Brian <Brian.Newton@fremontne.gov>; Dave Guenthner <dave.guenthner@rtgmedical.com>
Cc: Getzschman, Scott <Scott.Getzschman@fremontne.gov>; Mark F. Enenbach - McGrath North (menenbach@mcgrathnorth.com) <menenbach@mcgrathnorth.com>; jdorn@cresa.com; erose@cresa.com; pbuss@cresa.com; smeyerson@imhlawfirm.com
Subject: Re: Earnest Money Demand

Brian, this was understood as a contingent deal with the two parcels... despite the PA. Out understating was that lapsed time simply dissolved and voided the agreement as neither side furthered the terms. Which is why the initial plan was another avenue of acquisition with the city acquiring Bruce's parcel and delivering as a package deal to us, but that was getting hung up as you are aware. Before we review and respond formally in depth please provide dated copies of 4.B.i and 4.B.ii.

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Jeremy

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<image001.jpg>
INVOICE

CITY OF FREMONT  
CITY CLERK  
400 EAST MILITARY  
FREMONT, NE 68025  
(402) 727-2633

TO: READYTECH-GO  
DBA RTG MEDICAL  
1005 E 23RD ST, STE 200  
FREMONT, NE 68025

INVOICE NO: 14057  
DATE: 8/31/18

CUSTOMER NO: 1278/1278  
TYPE: MM - MISC MERCHANDISE

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<td>10,000.00</td>
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PER REAL ESTATE PURCHASE AGREEMENT DATED MARCH 13, 2018

TOTAL DUE: $10,000.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/31/18 DUE DATE:10/01/18 NAME: READYTECH-GO  
CUSTOMER NO: 1278/1278 TYPE: MM - MISC MERCHANDISE

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

INVOICE NO: 14057  
TERMS: NET 30 DAYS  
AMOUNT: $10,000.00
FYI

From: Jeremy Guenther (mailto:Jeremy.Guenthner@rtgmedical.com)
Sent: Wednesday, September 5, 2018 2:26 PM
To: Newton, Brian <Brian.Newton@fremontne.gov>
Cc: Getzschman, Scott <Scott.Getzschman@fremontne.gov>; Dave Guenthner <dave.guenthner@rtgmedical.com>
Subject: RE: Earnest Money Demand

Thanks, Brian. We will get this in this week’s check run. And thank you, Mayor, as well.

Jeremy Guenthner | Chief Operating Officer (COO) | RTG Medical
1005 East 23rd Street | Suite 200 | Fremont, Nebraska 68025
T: 888.784.2329 x251 | F: 877.550.6900

From: Newton, Brian <Brian.Newton@fremontne.gov>
Sent: Wednesday, September 5, 2018 2:12 PM
To: Jeremy Guenthner <Jeremy.Guenthner@rtgmedical.com>
Cc: Getzschman, Scott <Scott.Getzschman@fremontne.gov>
Subject: RE: Earnest Money Demand

Hi Jeremy, I am pleased to hear that you and the Mayor arrived at a mutually acceptable amount for the earnest money fee. Attached please find an invoice for $10,000 for the fee. I have enjoyed working with you and wish you and RTG all the best. Brian
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Sent: Tuesday, August 28, 2018 4:17 PM
To: Newton, Brian <Brian.Newton@fremontne.gov>; Dave Guenthner <dave.guenthner@rtgmedical.com>
Cc: Getzschman, Scott <Scott.Getzschman@fremontne.gov>; Mark F. Enenbach - McGrath North
(menenbach@mcgrathnorth.com) <menenbach@mcgrathnorth.com>; jdorn@cresa.com; erose@cresa.com;
pbuss@cresa.com; smeyerson@lmhlawfirm.com
Subject: Re: Earnest Money Demand

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time simply dissolved and voided the agreement as neither side furthered the terms. Which is why the initial plan was
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Jeremy

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let me know if you have any questions. Brian

<image001.jpg>

<Brian Newton.vcf>
<RTG Earnst Money Demand.pdf>
January 30, 2019

To: All City Employees
From: Mark Enenbach, City Attorney
Subject: Internal Policy on Document Requests from City Councilmembers

POLICY FOR RESPONDING TO DOCUMENT REQUESTS PURSUANT TO RESOLUTION No. 2019-021

City Council Resolution No. 2019-021 authorizes and requires City Staff to provide and/or give access to information regarding any and all City activities to individual City Council members. However, under Resolution No. 2019-021, HIPPA sensitive information and personnel records are specifically excluded. In addition, access to information that if disclosed would expose the City to risk and or potential legal liability is also excluded. For example, such information would include investigative records of law enforcement, social security numbers and credit related information, and information or documents that could waive the attorney client or work product privilege.

To ensure a consistent and efficient implementation of this resolution, a City staff member shall be designated to handle all document requests and access to information from council members. Upon receiving such a request, which shall be in writing, the designated City staff member shall collect such information or documents as expeditiously as possible and make a determination, with input from the City Attorney, as to whether any information and/or documents covered by the request should be excluded. If a determination is made to exclude any or all of the requested information or documents, the requesting City Council member(s) shall be promptly informed in writing of the denial and the basis for such denial. Documents produced shall be Bates Stamped and a duplicate of what is given to the requesting City Council member shall be retained by the designated City staff member.

As of January 30, 2019, the designated City staff member for handling requests pursuant to Resolution No. 2019-021 is Robin White.
City Council Resolution No. 2019-021 clarifies Fremont Municipal Code 2-203 and reinforces the authority of the City Council collective body, as well as the authority of individual Council members, to require City Staff to provide and/or give access to information regarding any and all City activities.

However, under Resolution No. 2019-021, HIPPA sensitive information and personnel records are to be specifically excluded, as are investigative records of law enforcement, social security numbers and credit related information.

To ensure a consistent and efficient implementation of this resolution, a City staff member shall be designated to collect and/or handle all documents requested and/or accompany Council Members in their review of information held by City personnel.

Upon receiving such a request for document review the designated City staff member shall inform the City Attorney and seek advice if necessary, to verify whether any information and/or documents covered by the request fit the criteria for exclusion as noted above.

If a determination is made by the City Staff member or City Attorney to exclude any or all of the requested information or documents, the requesting City Council member(s) shall be promptly informed in writing of the denial and the specific basis or criteria for such denial in accordance with Nebraska Statutory provisions. Documents produced shall be Bates Stamped and a duplicate of what is given to the requesting City Council member shall be retained by the designated City staff member.

As of January 30, 2019, the designated City staff member for handling requests pursuant to Resolution No. 2019-021 is Robin White.