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 2019-212 to approve the Class I Liquor License for Steven Dahl dba The Castle on Main located at 116. N. Main (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.

5. Motion to approve October 9, 2019 through October 29, 2019 claims and authorize checks to be drawn on the proper accounts (staff report)

6. Dispense with and approve October 8, 2019 City Council Meeting Minutes

7. Resolution 2019-213 authorizing Mayor to sign Knight Event Dinner and Auction street closure agreement (staff report)

8. Motion to approve request to waive rental fees for use of facilities for Post Prom event (staff report)

9. Resolution 2019-217 approving proposed Keno Grant awards as recommended by the Keno Advisory Committee (staff report)

10. Resolution 2019-223 to accept CenturyLink 3 year support quote for the ShoreTel administrative telephone equipment/server for 911 and Police Department (staff report)

11. Motion authorizing the Mayor to sign the Administrative Services Agreement, Client Profile Amendment for the 01/01/2020 Deductible Change, Client Profile Amendment for the 10/01/2019 Renewal, and the Stop Loss Agreement with Blue Cross Blue Shield of Nebraska for Medical and Dental Insurance (staff report)

12. Consideration of excavation/asphalt/concrete license application(s) (staff report)

14. Motion authorizing the Mayor to sign Confirmation of Purchase Letter for IMA (staff report)

15. Motion authorizing the Mayor to sign Short Term Disability Plan Document for Lincoln Financial (staff report)

UNFINISHED BUSINESS: requires individual associated action

16. Resolution 2019-142 accepting and awarding contract of Saunders County Grading to Sawyer Construction Co. for a Shooting Range (Staff recommends this item be continued indefinitely) (staff report)

17. Resolution 2019-100 Policy for Individual Sewer Connections (staff report)
   a. Council Member Yerger Item: Resolution 2019-100 Sewer Connection Policy
   b. Ordinance 5512 amending Chapter 3, Section 3-230 of the Fremont Municipal Code titled Municipal Sewerage System; charge and considerations for connections (first reading) (staff report)

18. Ordinance 5505 to approve speed limits in SunRidge Addition (final reading) (staff report)

19. Ordinance 5506 voluntary annexation application for approximately the north 220’ of Lot 1, Fountain Springs Fourth Subdivision (second reading) (staff report)

20. Ordinance 5507 amending Exhibit B of Ordinance 5427 Section 11-504.01 regarding placement and density of multifamily dwellings (second reading) (staff report)

NEW BUSINESS: requires individual associated action


22. Resolution 2019-220 authorizing Staff to purchase a replacement Ditch Witch RT80T4 Trencher from Ditch Witch Undercon Omaha through Sourcewell (staff report)

23. Resolution 2019-221 to place “No Engine Breaking” signs on Morningside Road between Highway 275 and Luther Road, and receive Traffic Committee Report (staff report)

24. Ordinance 5510 for the sale and conveyance of real estate to the State of Nebraska Department of Transportation for the Southeast Beltway Project (first reading) (staff report)

25. Resolution 2019-222 of the City Council of the City of Fremont, Nebraska, to authorize execution of Preliminary Engineering Services Agreement Supplemental Agreement No. 8 – BO1213, for Rawhide Creek Trail Fremont (staff report)

26. Ordinance 5511 a correction in the recently established rate schedules for electricity consumed by customers of the municipal electric system (first reading) (staff report)

27. Council Member Jacobus item: Discuss consideration of full-time versus part-time Library-based IT staff position – possible action may be taken (report)
28. Adjournment

Agenda posted at the Municipal Building on October 23, 2019 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on October 23, 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 / Participant; Rules of Conduct.

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

1. At the discretion of the presiding officer, any person may address the Council, on any agenda item; however, questions to City officials or staff, other speakers, or members of the audience are not permitted and will not be answered.

2. Any person wishing to address the Council shall first state their name and address.

3. Remarks shall be limited to five minutes unless extended or limited by the Presiding Officer or majority vote of the Council.

4. No person will be permitted to address the Council more than once during discussion of a particular agenda item. Rebuttal comments are not permitted.

5. Repetitive or cumulative remarks may be limited or excluded by the Presiding Officer or majority vote of the Council.

6. Profanity or raised voice is not permitted.

7. Applause, booing, or other indications of support or displeasure with a speaker are not permitted.

8. Any person violating these rules may be removed from the Council Chambers.

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

9. At the direction of the presiding officer, Open Public Comment Period Speaker Topics will be limited to those not covered by a published agenda for any Study Session, or any regular City Council meeting.

10. A priority to speak at Open Public Comment Periods and Study Session shall be given to those speakers who reside within the City limits, or within the ETJ (Extra-Territorial Jurisdiction – a two (2) mile radius of the City limits) of Fremont, and then, as time allows, to those who do not.

11. Member of the public wishing to speak at a Study Session will be required to limit their comments to those that are directly related to the Publicly Noticed Study Session agenda topic(s).

12. Written letters addressed to the City Council will be accepted, as will comment cards that will be made available and collected from those who attend Open Public Comment Period and Study Session meetings who do not wish to speak 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: Tyler Ficken, City Clerk
DATE: October 29, 2019
SUBJECT: Class I Liquor License Steven Dahl & Lori Hansen dba The Castle on Main

Recommendation: 1) Conduct public hearing, 2) Move to approve Resolution 2019-212 recommending approval of Class I liquor license application of The Castle on Main, 116 N. Main St., Fremont, NE 68025.

Background: After holding a public hearing, Council will need to make a recommendation to the Nebraska Liquor Control Commission regarding the application. The City has not received any protests to the License.

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.

The Fremont Municipal Code provides the following:

Sec. 10-105. - Alcoholic beverages; retail liquor licensing standards and evaluation criteria.

The City Council shall consider the following standards and criteria in evaluation of retail liquor license applications for the purpose of formulating a recommendation for the Nebraska Liquor Control Commission in accordance with the Nebraska Liquor Control Act:

1. The adequacy of existing law enforcement resources and services in the area and any recommendation made by the Police Department and/or other law enforcement agency.
2. Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises and parking requirements.
4. The sanitation or sanitary conditions on or about the proposed licensed premises.
5. The existence of a citizen's protest and any other evidence in support of or opposition to the application.
6. That the type of business or activity proposed to be operated in conjunction with the proposed license is or will be consistent with the public interest.
7. That the nature of the neighborhood where the proposed premise is located is suitable and applicable for placement of a liquor establishment.
8. That the type of business or activity proposed to be operated in conjunction with the proposed license is or will be consistent with the public interest.
That the applicant must ensure that every precaution has been taken to protect against the possibility of shoplifting of alcoholic beverages.

That the application is for a business, the sole purpose for which is the sale or dispensing of liquor, or the sale or dispensing of liquor is a substantial integral part of the business, and not just incidental thereto.

The quality and management ability of the applicant.

Assurances that the applicant will comply with State laws, liquor regulations and City ordinances and regulations.

Assurances that the application will provide an improvement to the neighborhood, a betterment to the City, and meets a true community need.

That the applicant is not prohibited from holding a license by virtue of Neb. R.R.S. § 53-125.

That past performance of the applicant was satisfactory if the applicant previously held a liquor license.

Other information and data that may reasonably be considered pertinent to the issuance of the license.

The aforementioned licensing standards and criteria are not necessarily of equal value that can be computed in a mathematical formula. Rather, they are standards and criteria which can be weighed and cumulated positively and negatively. The burden of proof and persuasion shall be on the party filing the application. Moreover, the City Council shall give an affirmative recommendation to the Nebraska Liquor Control Commission only when the applicant has satisfactorily demonstrated that the issuance of the retail liquor is generally consistent with the preceding standards and criteria is in the best interest of the public.
LIQUOR APPLICATION REPORT

PLANNING REPORT

DATE  October 10, 2019   DUE DATE:  October 22, 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:  Steven Dahl dba The Castle on Main

LOCATION:  116 N Main

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

EXISTING ZONING:  DC, Downtown Commercial

EXISTING LAND USE:  Vacant building

ADJACENT LAND USE AND ZONING:

NORTH:  DC, Downtown Commercial with commercial buildings

SOUTH:  GC zoning with commercial uses

EAST:  DC zoning with commercial uses

WEST:  DC zoning with commercial uses

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

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

SIGNED:

[Signature]

Jennifer L. Dam, AICP; Director of Planning
Fremont Police Department
Liquor License Application Investigative Report

03/20/215

Name of Business: The Castle on Main
Business Address: 116 N. Main St.
Business Phone #: 402-720-5767
Business Owner (s): Steven C. Dahl and Lori A. Hansen-Dahl

Business Owner’s Address (s): 508 E. 6 St.
Owner’s Daytime Phone Number: 402-720-5767

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

2. Type of License:  Class - 1 Individual License

3. Type of Business:  
   _ Hotel / Motel  
   _X Liquor (On) Off Sale only  
   _ Restaurant / Food Service  
   _ Entertainment  
   _ Other ____________________________

4. Type of Ownership:  
   _ Corporation (LLC)  
   _X Partnership  
   _ Individual

5. Financial Information:  
   Previous Years Gross Sales  
   $ NA Estimated Annual Payroll  
   $ 20,000 Estimated Gross Income  
   % Food % Liquor

5. Financial Information:  
   (Estimation)

6. Premise Information:  
   _X Commercial   ___ Industrial   ___ Residential

   Estimated Seating Capacity: 150  
   Estimated # of Customers per day - NA

   Premise days of operation:  DAYS/WEEK – As needed when building is rented for Events, (Weddings, Graduations, etc.)

   Premise hours of operation:
7. Type of Food Service:  ____Microwave  ___Grill  ____Kitchen  
   Food is catered in, only warming ovens in kitchen, no actual cooking on site.

8. Employees:  # 2  Full Time  # 0  Part Time

Are any of the employees under 21 years of age?  NO
Have any of the employees ever been arrested and/or convicted of any criminal offense?  NO

9. Manager Information:  Name: Steven C. Dahl
   Address: 508 E. 6 St. Fremont, NE
   Phone # 402-720-5767
   Driver's License # H12779256 State ___NE___
   Length of time as owner: 08/2019

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

10. Number of Licenses within competitive distance: 5

11. Does the establishment have gaming?  NO

12. Does the establishment sell tobacco products?  NO

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

14. Please give the approximate number of police service calls to this establishment during the last year.  0 – New Business

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

16. Please enclose copy of lease agreement.
Date received by Fremont Police Department  10-10-19
Date of Completed Investigation  10-18-19
Signature of Investigating Officer  
Date of Hearing by Governing Body  
Governing Body Recommendation:  

Signature of Applicant  John Dahl  Date  10-18-19

Printed Name of Applicant  Steven Dahl

Notary  Kathryn A. Boehlke

Falsification of any part of this application may result in criminal and civil penalties.
APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95946
LINCOLN, NE 68509-5946
PHONE: (402) 471-2571
FAX: (402) 471-2314
Website: www.lcc.nebraska.gov

RECEIVED
SEP 18 2019
NEBRASKA LIQUOR
CONTROL COMMISSION

Hot List: YES / NO
New/Replacing #
Class Type I
123312
Initial BH

Applicant name
STEVEN DAHL

Trade name
THE GIFT ON MAIN

Previous trade name

Contact email address
STEVEN DAHL @ MSN.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.

Phone 402
720
5762

Office use only
PAYMENT TYPE CK 3018
AMOUNT 400

Received: JM

1900011179
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 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.

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

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

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

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

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
[Signature]

Date
[9/16/19]
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
SEP 18 2019
NEBRASKA LIQUOR
CONTROL COMMISSION

CHECK TYPE OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES

RETAIL LICENSE(S)

___ 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)

Name

Phone number:

Firm Name
**License Information**

Trade Name (doing business as) **The Castle on Main**

Street Address #1 **116 North Main St**

City **Fremont** County **Dodge** Zip Code **68025**

Premises Telephone number **402-120-5767**

Business e-mail address **STEVEN DAHL@MION.COM**

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

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

Name **The Castle on Main**

Street Address #1 **116 N Main**

City **Fremont** State **NE** Zip Code **68025**

**Description and Diagram of the Structure to be Licensed**

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 blueprints please.

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

Building: length __ x width ___ in feet

Is there a basement? **Yes** ✗ **No**

Is there an outdoor area? **Yes** ✗ **No**

If yes, length _____ x width _____ in feet

Provide diagram of area to be licensed below or attach separate sheet.
1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)
Has anyone who is a party to this application, or their spouse, 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. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

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

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<th>YES</th>
<th>NO</th>
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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?

<table>
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<th>YES</th>
<th>NO</th>
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If yes, give name and license number

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

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<th>YES</th>
<th>NO</th>
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If yes:
 a) Attach temporary operating permit (TOP) (Form 125)
 b) TOP will only be accepted at a location that currently holds a valid liquor license.
5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

_____ YES  X  NO

If yes, list the lender(s)__________________________________________

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

_____ YES  X  NO
If yes, explain. (all involved persons must be disclosed on application)

No silent partners

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

_____ YES  X  NO

If yes, list such item(s) and the owner.____________________________________

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

_____ YES  X  NO

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

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

_____ YES  X  NO

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

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

   a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

   **First National Bank, Steve Dahl, Lon Hams**

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.

   **None**
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.

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<th>Applicant Name</th>
<th>Date (mm/yyyy)</th>
<th>Name of program (attach copy of course completion certificate)</th>
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List of NLCC certified training programs

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<th>Applicant Name/Job Title</th>
<th>Date of Employment</th>
<th>Name &amp; Location of Business</th>
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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.**

   Lease: expiration date
   - [Deed]
   - Purchase Agreement

14. When do you intend to open for business? 1-1-19
15. What will be the main nature of business? Event Catering
16. What are the anticipated hours of operation? Var
17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

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<th>RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE</th>
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<td>Applicant: City &amp; State</td>
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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

9-16-2019

The foregoing instrument was acknowledged before me this

by ____________________________

name of person(s) acknowledged (individual(s) signing)

Notary Public signature

GENEAL, NOTARY - State of Nebraska
PATRICIA L. FOXHOVEN
My Comm. Exp. April 23, 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.

FORM 100
REV FEB 2017
PAGE 8
APPLICATION FOR LIQUOR LICENSE
INDIVIDUAL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-9546
PHONE: (402) 471-2571
FAX: (402) 471-2914
Website: www.lcc.nebraska.gov

Individual applicants, including spouse, are required to adhere to the following requirements

1) Must be a citizen of the United States
2) Must be a Nebraska resident (Chapter 2 – 006)
3) Must provide a copy of their certified birth certificate, INS papers or US Passport
4) Fingerprint are required. See Form 147 for further information, this form MUST be included with your application
5) Must sign the signature page of the Application for License form
6) Applicant may be required to take a training course
7) Be a registered voter in the State of Nebraska, include a copy of voter registration card with application

Name of individual applicant who will hold license

Last Name: DAHL
First Name: STEVEN
MI: C
Home Address: 5821 EAST 6TH
City: FIRMONT
Zip Code: 68905
Social Security Number:
Date of Birth:
Home Telephone Number:
Driver’s License Number:

Are you married? (Please note if the above listed individual is separated, etc. spouse’s information is still required to be listed below)

☑ YES ☐ NO If yes, provide your spouse’s information below

Spouses Last Name: HANSEN
Spouses First Name: LORI
MI: C
Social Security Number:
Date of Birth: ___________ State: 66
Driver’s License Number: ___________________________ State: 66
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.
• 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;

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: The Castle on Main
Name of Person Bring Fingerprinted: Steven Dahl
Date of Birth: Last 4 SSN: Date fingerprints were taken:
Location where fingerprints were taken: Fremont, NE Police Station
How was payment made to NSP?
☐ NSP PAYPORT ☐ CASH ☒ CHECK SENT TO NSP CK #
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED
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
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FBI identification record are set forth in Title 28, CFR, 16.34.

Trade Name: _____________________________

Name of Person Bring Fingerprinted: _____________________________

Date of Birth: _____________________________

Last 4 SSN: _____________________________ Date fingerprints were taken: _____________________________

Location where fingerprints were taken: _____________________________

How was payment made to NSP?
☐ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK # __________________

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

__________________________________________

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV MAY 2018
**Registrant Search Information**

**Registrant Detail**

Name: Steven C Dahl  
Party:  
Polling Place:  

**Districts**

<table>
<thead>
<tr>
<th>DISTRICT NAME</th>
<th>DISTRICT TYPE</th>
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<tbody>
<tr>
<td>ESU 2 District 8</td>
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<td>PSC District 4</td>
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<td>State Board of Education Dist3</td>
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<tr>
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<td>City Council (Ward)</td>
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<tr>
<td>County Supervisor Dist 7</td>
<td>County Board (Commiss./Superv)</td>
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<tr>
<td>Fremont Mayor</td>
<td>Mayor</td>
</tr>
<tr>
<td>County Judge Dist 6</td>
<td>Judge of County Court Dist.</td>
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<tr>
<td>District Judge, Dist 6</td>
<td>Judge of Dist Court Dist.</td>
</tr>
<tr>
<td>Supreme Court Judge Dist 3</td>
<td>Judge of Supreme Court Dist.</td>
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<tr>
<td>Fremont Public Schools</td>
<td>School District</td>
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<tr>
<td>U.S. Congressional District 1</td>
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<tr>
<td>Appeals Court Judge Dist 3</td>
<td>Judge of Appeals Court Dist.</td>
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<tr>
<td>Legislative District 15</td>
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<tr>
<td>Lower Platte North NRD At Larg</td>
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<tr>
<td>Board of Regents District 3</td>
<td>Board of Regents</td>
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<tr>
<td>Lower Platte North NRD SubD 2</td>
<td>Natural Resources District</td>
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</table>
Registrant Search Information

Registrant Detail

Name: Lori A Hansen-Dahl
Party: 
Polling Place: 

Districts

**DISTRICT NAME**
ESU 2 District 8
Metro Com College Dist 1
PSC District 4
State Board of Education Dist 3
City of Fremont Ward I
County Supervisor Dist 7
Fremont Mayor
County Judge Dist 6
District Judge, Dist 6
Supreme Court Judge Dist 3
Fremont Public Schools
U.S. Congressional District 1
Appeals Court Judge Dist 3
Legislative District 15
Lower Platte North NRO At Larg
Board of Regents District 3
Lower Platte North NRO Sub D 2

**DISTRICT TYPE**
ESU District
Community College District
Public Service Comm District
State Board of Education
City Council (Ward)
County Board (Commiss./Superv)
Mayor
Judge of County Court Dist.
Judge of District Court Dist.
Judge of Supreme Court Dist.
School District
U.S. Congressional District
Judge of Appeals Court Dist.
Legislative District
Natural Resources District
Board of Regents
Natural Resources District
The Castle on Main
116 North Main St
Fremont, NE 68025
402-720-576

Business Plan

The Castle on Main will be an event center that can hold up to 150 people for Wedding, Business meeting Bridal showers, etc. It can be tailored for any event.

There is an in-house caterer and a in-house decorator that can help you with your party's need.

If the customer request it - we want to be able to have a full service bar as well as beer service and wine service as needed.

The Fremont, NE area currently does not have this type of business and the Castle on Main will fill this need.

My Wife and I will be running the business
If you have any question Please call Me.

Steven Dahl
402-720-5767

RECEIVED
OCT 03 2019
NEBRASKA LIQUOR CONTROL COMMISSION
The Castle

Home of The Divas In The Details

FREMONT'S DISTINCT CELEBRATION LOCATION

OPENING LATE JULY

Intimate Oldworld Character with Original Artwork Options

Flexible Meeting & Gathering Spaces

Covered Tables for rain or shine for 150

Multiple ADA Compliant Bathrooms

Comprehensive Catering & Event Services

Lounge/Salon Niche for Social Interactions

Catering Kitchen Services Available

114 N Main St. Fremont, NE 68025
Call Lori Dahl (402)720-6471 or Deb Johnson (402)720-2737

divasinthedetails@outlook.com

Find The Divas in the Details on Facebook
CORPORATE SURVIVORSHIP WARRANTY DEED

KNOW THAT ALL MEN BY THESE PRESENTS THAT

R.V.P. Properties, Inc., herein called the Grantor whether one or more, in consideration of One Dollar and other valuable consideration received from Grantees, does grant, bargain, sell, convey, and confirm unto

Steven Dahl and Lori Hansen-Dahl, husband and wife, Grantees, as joint tenants with right of survivorship, and not as tenants in common, the following described real property in Dodge County, Nebraska:

The South 73 feet of the North 88 feet of Lots 5 and 6, Block 204, Original Town, now City of Fremont, Dodge County, Nebraska.

To have and hold above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantees and to their assigns, or to the heirs and assigns of the survivor of them forever.

And the grantor does hereby covenant with the grantees and with their assigns and with the heirs and assigns of the survivor of them that grantor is lawfully seized of said premises; that they are free from any encumbrance except covenants, easements and restrictions of record; all regular taxes and special assessments; except those levied or assessed subsequent to date hereof; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomever.

It is the intention of all parties hereto that in the event of the death of either of the grantees, the entire fee simple title to the real estate shall vest in the surviving grantee.

In witness whereof, grantor has hereunto caused its corporate seal to be affixed and these presents

signed by Russell V. Peterson, Jr., President.

[Signature]

Date: 12-19

RVP Properties, Inc.

By: Russell V. Peterson, Jr., President

a/a Russell Peterson, Jr.

[Signature]

State of

County of

The foregoing instrument was acknowledged before me this 19 day of December, 2018 by

Russell V. Peterson, Jr., President of R.V.P. Properties, Inc.

Notary Public

[Seal]

THEODORE CAREY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 200040260544
My Commission Expires July 7, 2021

File No. 181328
CORPORATE SURVIVORSHIP WARRANTY DEED

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It is the intention of all parties hereto that in the event of the death of either of the grantees, the entire fee simple title to the real estate shall vest in the surviving grantee.

In witness whereof, grantor has hereunto caused its corporate seal to be affixed and these presents signed by Russell V. Peterson, Jr., President.

Dated: 12-19-2018

RVP Properties, Inc.

By: Russell V. Peterson, Jr., President

A.K.A. Russell Peterson, Jr.

State of Colorado

The foregoing instrument was acknowledged before me this 19 day of December, 2018 by Russell V. Peterson, Jr., President of R.V.P. Properties, Inc.

Notary Public

THEODORE CAREY
NOTARY PUBLIC
STATE OF COLORADO
RESOLUTION NO. 2019-212


WHEREAS, an application was filed by Steven Dahl & Lori Hansen dba The Castle on Main, for property located at 116 N. Main St., Fremont, NE 68025 for a Class I liquor license; and,

WHEREAS, a public hearing notice was published in the Fremont Tribune as required by state law on October 18, 2019; and,

WHEREAS, a public hearing was held on October 29, 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 29th DAY OF OCTOBER 2019.

_________________________
Scott Getzschman, Mayor

ATTEST:

_________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, CPA, Director of Finance
DATE: October 29, 2019
SUBJECT: Claims

Recommendation: Move to approve October 9 through October 29, 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 October 25, 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 October 31, 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.
• Transmission and energy purchases payable to Omaha Public Power District.
• Natural gas purchases from Northern Natural Gas/US Energy, BP, Cargill, Central Plains Energy Project (CPEP) and Public Energy Authority of Kentucky (PEAK).
• Coal purchases from Cloud Peak Energy Resources, Peabody coal, and freight charges to Union Pacific.
• 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:

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<td>Utility funds claims total</td>
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<td>Total of all claims</td>
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PAYMENT TYPES
Checks .................................... Y
EFTs ........................................ Y
ePayables .................................. Y
VOUCHER SELECTION CRITERIA
Voucher/discount due date ................. 10/17/2019
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 ..................... 2020/01
Payment date ............................. 10/17/2019
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<th>VENDOR NAME</th>
<th>INVOICE NO</th>
<th>VOUCHER P.O. NO</th>
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<th>ITEM DESCRIPTION</th>
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**00 General Fund**

**BANK TOTAL**: 79,698.13 176,933.66
## Expenditure Approval List

**City of Fremont**

**Program:** GM339L  
**As Of:** 10/17/2019  
**Payment Date:** 10/17/2019  
**Bank:** 01

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<th>ITEM NO</th>
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**Vendor Total:** .00  
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**01 Employee Benefits**
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**Final Total**  247,624.68  **Count**  193
## CITY OF FREMONT
### ELECTRONIC WITHDRAWAL LIST

**FOR CITY COUNCIL MEETING: 10/29/19**

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**TOTAL EXPENDITURES** 682.93
PAYMENT TYPES
Checks ............................................ Y
EFTs .................................................. Y
ePayables .......................................... Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date ................. 10/30/2019
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 ...................... 2020/01
Payment date .................................. 10/30/2019
## Expenditure Approval List

**Program:** GM339L  
**As Of:** 10/30/2019  
**Payment Date:** 10/30/2019

**City of Fremont**  
**General Fund**  
**Bank:** 00

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**Payment Date:** 10/30/2019

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**VENDOR TOTAL:**

- **MAX D SIGNS LLC:** $1,132.69
- **MCGRATH NORTH MULLIN & KRATZ PC LLO:** $1,485.00
- **MCKESSON MEDICAL-SURGICAL:** $742.56
- **MCKESSON MEDICAL-SURGICAL GOVERNMENT:** $965.34
- **MENARDS - FREMONT:** $965.34
- **METHODIST FREMONT HEALTH:** $1,461.72
- **MIDWEST TAPE:** $1,670.00

**TOTAL:** $6,138.72
# Expenditure Approval List

**Program: GM339**

**As of: 10/30/2019**

**Payment Date: 10/30/2019**

**City of Fremont**

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**General Fund**  
**Program: GM339L**  
**As Of: 10/30/2019  Payment Date: 10/30/2019**  
**Bank: 00**

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## Expenditure Approval List

**Program:** GM339L  
**As Of:** 10/30/2019  
**Payment Date:** 10/30/2019  

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**Employee Benefits**

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**VENDOR TOTAL**: 615.00

**08 CDBG Clearing**

**BANK TOTAL**: 615.00
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VENDOR TOTAL * 405.00

32 CDBG Revolving Loan account BANK TOTAL * 405.00

HAND ISSUED TOTAL *** 283,050.86

EFT/EPAY TOTAL *** 6,096.58

TOTAL EXPENDITURES **** 570,961.35 289,147.44

GRAND TOTAL ****************** 860,108.79
PAYMENT TYPES
Checks .......................................................... Y
EFTs .............................................................. Y
ePayables ....................................................... Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date ......................... 10/07/2019
All banks ...................................................... A

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

This report is by: Vendor 
Process by bank code? (Y,N) ......................... Y
Print reports in vendor name sequence? (Y,N) .... Y
Calendar year for 1099 withholding ........... 2019
Disbursement year/per ......................... 2020/01
Payment date ......................... 10/07/2019
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<th>VENDOR NAME</th>
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<th>BNK CHECK/DUE DATE</th>
<th>ACCOUNT NO</th>
<th>ITEM DESCRIPTION</th>
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VENDOR TOTAL *
EFT/EPAY TOTAL ***
TOTAL EXPENDITURES ****
GRAND TOTAL *********************
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PROGRAM: GM339L
EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION:  EAL: 10152019 ANDERSEND

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

VOUCHER SELECTION CRITERIA
- Voucher/discount due date .................. 10/15/2019
- All banks ........................................ A

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

This report is by: Vendor
- Process by bank code? (Y,N) .............. Y
- Print reports in vendor name sequence? (Y,N) .. Y
- Calendar year for 1099 withholding ........ 2019
- Disbursement year/per ....................... 2020/01
- Payment date ................................. 10/15/2019
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**VENDOR TOTAL**: 177.08
**EFT/EPAY TOTAL**: 67,072.71

**TOTAL EXPENDITURES**: 73,077.08
**GRAND TOTAL**: 140,149.79

Natural gas purchase
PAYMENT TYPES
Checks ......................................................... Y
EFTs ................................................................. Y
ePayables ....................................................... Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date .............................. 10/17/2019
All banks ......................................................... A

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

This report is by: Vendor
Process by bank code? (Y,N) .............................. Y
Print reports in vendor name sequence? (Y,N) ... Y
Calendar year for 1099 withholding ................ 2019
Disbursement year/per ................................. 2020/01
Payment date .................................................. 10/17/2019
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**EFT/EPAY TOTAL *** 121,559.40**

**TOTAL EXPENDITURES **** 178,298.32**

**GRAND TOTAL ****************** 299,857.72**
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**Final Total**  276,793.98  **Count**  170
PAYMENT TYPES
Checks ............................................. Y
EFTs .................................................. Y
ePayables ........................................... Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date ....................... 10/21/2019
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
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Proj/Fund/Dept/Div/Elm/Obj .....................

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Print reports in vendor name sequence? (Y,N) ..... Y
Process by bank code? (Y,N) ....................... Y
Calendar year for 1099 withholding ............. 2019
Disbursement year/per .......................... 2020/01
Payment date .................................... 10/21/2019
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**TOTAL EXPENDITURES **** 210,829.84 310,690.85
**GRAND TOTAL ******************** 521,520.69
PAYMENT TYPES
Checks .................................................. Y
EFTs ...................................................... Y
ePayables ............................................... Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date ......................... 10/23/2019
All banks ............................................. A

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

This report is by: Vendor
Process by bank code? (Y,N) ....................... Y
Print reports in vendor name sequence? (Y,N) .. Y
Calendar year for 1099 withholding ............ 2019
Disbursement year/per ............................ 2020/01
Payment date ....................................... 10/23/2019
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VENDOR TOTAL *
TOTAL EXPENDITURES ****
GRAND TOTAL ****************

**PAYMENT DATE: 10/23/2019**
EXPENDITURE APPROVAL LIST

PREPARED 10/24/2019 11:48:23
PROGRAM: GM339L

EAL DESCRIPTION: EAL: 10242019 ANDERSEND

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

VOUCHER SELECTION CRITERIA
Voucher/discount due date . . . . . . . . . . 10/30/2019
All banks . . . . . . . . . . . . . . . . . . . A

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

This report is by: Vendor
Process by bank code? (Y,N) . . . . . . . . . Y
Print reports in vendor name sequence? (Y,N) . . Y
Calendar year for 1099 withholding . . . . . . 2019
Disbursement year/per . . . . . . . . . . . . . . . . . . . 2020/01
Payment date . . . . . . . . . . . . . . . . . . . . . 10/30/2019
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### Expenditure Approval List

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**As of:** 10/30/2019  
**Payment Date:** 10/30/2019  
**Department of Utilities**

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**Department of Utilities**

#### GM339L

**Program: GM339L**

**As of: 10/30/2019**

**Payment Date: 10/30/2019**

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- HILLIARD, BRITTANY L: $176.01
- HOLOUBEK, WILLOW A & MARK: $53.12
- HORTON, ARON: $64.64
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**Notes:**
- U7 boiler inspection
- Eng on WWTP improvements
- CC Res 2019-130 upgrade
- Honeywell system at Power Plant
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**Program: GM339L**

**As of: 10/30/2019**

**Payment Date: 10/30/2019**

**Department of Utilities**

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* 183.57

* 27.42

* 856.00

* 260.10

* 35,808.76 CC Res 2019-097 new forklift for warehouse

* 2,153.74

* 329.65

* 2,250.21

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* 16.46

* 236.21

* 1,878.49

* 1,878.49

* 11,044.27 Hopper parts & paint for U8 mill
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**Postage for bills and delinquent notices**

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VENDOR TOTAL *

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TOTAL EXPENDITURES ****

| TOTAL EXPENDITURES | 985,811.63 |
| GRAND TOTAL | 3,431,841.36 |
CITY COUNCIL MEETING
October 8, 2019
City Council Chambers 400 East Military, Fremont NE
REGULAR MEETING – 7:00 P.M.
AGENDA

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.


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 2019-203 for conditional use permit to expand a non-standard use by constructing an addition located at 1400 Railroad Street. Council Member Jensen moved, seconded by Council Member Legband to receive letter from Katheline Porter. Ayes: McClain, Ellis, Kuhns, 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 Legband to approve Resolution 2019-203. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried.

5. Ordinance 5506 voluntary annexation application for approximately the north 220’ of Lot 1, Fountain Springs Fourth Subdivision (first reading). 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 Legband to introduce and hold first reading of Ordinance 5506. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided first reading.

6. Ordinance 5507 amending Exhibit B of Ordinance 5427 Section 11-504.01 regarding placement and density of multifamily dwellings (first reading). 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 Jacobus to introduce and hold first reading of Ordinance 5507. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided first reading.

7. Ordinance 5508 amending Exhibit B of Ordinance 5427 to add proposed items (E)–(G) to Section 11-324.04 regarding nonstandard lot development and subdivisions (first reading). 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 Yerger to correct the title of the Ordinance attachment to “Attachment A to Ordinance 5508”. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member McClain

CONSENT AGENDA: Moved by Council Member Yerger, seconded by Council Member Legband to approve items 8, 9, 11 and 13-17 of the consent agenda. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried.

8. Motion to approve September 25, 2019 through October 8, 2019 claims and authorize checks to be drawn on the proper accounts
11. Resolution 2019-204 to accept Sourcewell Navistar (formerly NJPA) Contract #081716-NVS bid for 1 (one) new truck with dump box and snow plow for Fremont Street Department
13. Resolution 2019-205 authorizing Staff to execute a purchase agreement with NMC Caterpillar of Omaha, NE for a Caterpillar Backhoe Model 416FST through Sourcewell
14. Resolution 2019-206 to enter into a one year maintenance contract with Vertiv Services Inc. for the Uninterruptable Power Supply System for the Fremont/Dodge County Communications Center
15. Resolution 2019-207 to accept Sourcewell (formerly NJPA) Contract #122017-TYM bid for 1 (one) new regenerative air street sweeper for Fremont Street Department
16. Resolution 2019-208 of the City Council of the City of Fremont, Nebraska, accepting and awarding the proposal of En Pointe Technologies for the renewal and additional Microsoft product licenses
17. Motion to approve request for use of Miller Park (South M Street) for church event

ITEMS REMOVED FROM THE CONSENT AGENDA FOR SEPARATE DISCUSSION:

10. Dispense with and approve September 24, 2019 City Council Meeting Minutes and October 1, 2019 City Council Study Session Minutes. Council Member Jensen moved, seconded by Council Member Legband to dispense with and approve September 24, 2019 City Council Meeting Minutes and October 1, 2019 City Council Study Session Minutes. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried.
12. Resolution 2019-166 amendment for Fall Festival to extend the hours of 6th Street closure (staff report). Council Member Jensen moved, seconded by Council Member Legband to receive email request for additional parking lot closure time. Ayes: McClain, Kuhns, Yerger, Jensen, Jacobus, Legband. Abstention: Ellis. Motion carried. Council Member Yerger moved, seconded by Council Member Jacobus to amend paragraph 1.2.1 of the agreement and Resolution to allow tent setup to occur at 7:00 am on October 9, 2019. Ayes: McClain, Kuhns, Yerger, Jensen, Jacobus, Legband. Abstention: Ellis. Motion carried. Council Member Jacobus moved, seconded by Council Member Yerger to approve the first amendment to the agreement as amended. Ayes: McClain, Kuhns, Yerger, Jensen, Jacobus, Legband. Abstention: Ellis. Motion carried. Council Member Yerger moved, seconded by Council Member Jacobus to approve the amended Resolution 2019-166. Ayes: McClain, Kuhns, Yerger, Jensen, Jacobus, Legband. Abstention: Ellis. Motion carried.

UNFINISHED BUSINESS: requires individual associated action

18. Council Member Yerger Item – Ordinance 5499 to amend Fremont Municipal Code Section 2-106 Agenda for Meetings (report). Council Member Yerger moved, seconded by Council Member Legband
to continue indefinitely Ordinance 5499. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried.

19. Resolution 2019-209 of the City Council of the City of Fremont, Nebraska approving the City Council Meeting Agenda Policy. Council Member Yerger moved, seconded by council Member Jensen to continue the item to the first meeting in November. Ayes: McClain, Ellis, Yerger, Jensen, Jacobus. Nays: Kuhns, Legband. Motion carried.


24. Ordinance 5505 to approve speed limits in SunRidge Addition (second reading). Council Member Jensen moved, seconded by Council Member Legband to receive document showing additional amendment. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Yerger moved, seconded by Council Member McClain to amend the Ordinance to reflect subsection e. to replace subsection d. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Yerger moved, seconded by Council Member McClain to approve second reading of the Ordinance as amended. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.

NEW BUSINESS: requires individual associated action

25. Motion to appoint Garret Jensen as Police Officer per recommendation of the Mayor. Council Member Jensen moved, seconded by Council Member Kuhns to appoint Garret Jensen as Police Officer per recommendation of the Mayor. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried.

26. Receive Greater Fremont Development Council report. The report is included in the supporting documents. No action was taken.

28. Resolution 2019-211 authorizing the Mayor to sign a contract amendment request letter for Community Development Block Grant # 16-CD-102. Council Member Yerger moved, seconded by Council Member Kuhns to approve Resolution 2019-211. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried.

29. Motion authorizing the Mayor to sign the Memorandum of Understanding with the Fraternal Order of Police Lodge No. 37 regarding Article 18 of the current collective bargaining agreement. Council Member Jensen moved, seconded by Council Member Kuhns to authorize Mayor to sign the Memorandum of Understanding with the Fraternal Order of Police Lodge No. 37 regarding Article 18 of the current collective bargaining agreement. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried.

30. Motion authorizing the Mayor to sign the Memorandum of Understanding with the International Association of Firefighters Local 1015 regarding Article 23 of the current collective bargaining agreement. Council Member Kuhns moved, seconded by Council Member Jacobus to authorize Mayor to sign the Memorandum of Understanding with the International Association of Firefighters Local 1015 regarding Article 23 of the current collective bargaining agreement. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried.

31. Council action removing a falsified staff report from public record and authorize an investigation into the origin, creation, and submission of the document. Council Member Jensen moved, seconded by Council Member Ellis to not follow the recommendation of the Utility and Infrastructure Board. Ayes: Ellis, Yerger, Jensen, Jacobus. Nay: Kuhns, Legband. Abstention: McClain. Motion failed. Council Member Yerger moved, seconded by Council Member Ellis to table the item indefinitely. Ayes: McClain, Ellis, Yerger, Jensen, Jacobus, Legband. Nay: Kuhns. Motion carried.

32. Resolution 2019-215 to approve Yong Construction Corporation Final Acceptance of Project of the 2019 Pavement Rehab Project by authorizing the Mayor to sign Final Pay Application No. 6 and Final Change Order No. 3. Council Member Jensen moved, seconded by Council Member Legband to approve Resolution 2019-215. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried.


34. Adjournment. Moved by Council Member Jacobus seconded by Council Member Yerger to adjourn the meeting. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried. Meeting adjourned at 12:13 a.m.


______________________________
Scott Getzschman, Mayor

______________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: October 29, 2019

SUBJECT: Street Closure for Knight Event Dinner and Auction

Recommendation: Approve Resolution 2019-213

Background: Approval of the Resolution will authorize closure of a one-block section of 4th Street from C Street to Union Street on Friday November 22, 2019 from 5:00 pm to Midnight for the Knight Event Dinner and Auction.

Archbishop Bergan Catholic School has provided a certificate of insurance and an executed contract.
Dear Mayor Getzschman and Fremont City Council:

The annual Knight Event Dinner and Auction for the benefit of Archbishop Bergan Catholic School is once again being held in the Archbishop Bergan Catholic High School Gym.

We are asking for permission again to block off the one block section of Fourth Street from C Street to Union Street. We would use this street for a combination of angle and parallel parking. We would make sure that there is a lane down the center where emergency vehicles could have access if necessary. Otherwise, the street would be blocked with temporary barricades keeping normal traffic from using it.

We are asking this permission to be given to us for Friday November 22, 2019, beginning at 5 p.m. and continuing until Midnight.

Thank you for your consideration.

Sincerely,

Bonnie Nebuda, MOL
Director of Advancement
STREET CLOSURE AGREEMENT

This Street Closure Agreement (Agreement) is made and entered into on the 29th day of October 2019, by and between the City of Fremont (Owner) and Archbishop Bergan Catholic School (Lessee) (collectively Parties).

1. RECITALS

1.1. Licensee wishes to lease a section of street from Owner for the following purpose(s):

1.1.1. Knight Event Dinner and Auction, and

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

1.2.1. One block section of Fourth Street from C Street to Union Street

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

2. DEFINITIONS

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

2.2. Owner’s Facilities: means all public streets or public parking lots owned by the City.

3. SCOPE

3.1. Grant of Lease. Subject to the provisions of this Agreement, Owner hereby grants to Lessee a lease authorizing the use of Owner’s facilities to Lessee for the purpose(s) stated above.

3.2. No Interference With Core Utility Service Requirements. Nothing contained in this Agreement shall limit Owner’s right to use its facilities to fulfill its own public service and safety requirements consistent with its obligations under relevant law.

3.3. Access to Right-of-Way. Owner shall grant Lessee nondiscriminatory access to its rights-of-way. This obligation extends to rights-of-way Owner owns and/or has the right to authorize the use by the Lessee. For rights-of-way to which Owner does not have the right to authorize the use by the Lessee, Lessee shall obtain such consent as is necessary from the owner of the right-of-way.
4. TERMINATION

4.1 This Agreement shall continue in force and effect for a period of November 22, 2019, at 5:00 p.m. until 12:01 a.m. November 23, 2019, those time being authorized by the City Council. The agreement may be terminated by either party for cause at anytime upon 10-day written notice to the notice to the other party. The Lessee shall have a 10-day grace period to cure the cause of the default. If the cause is not cured to the satisfaction of the Owner within the grace period, the agreement shall terminate 10-days thereafter.

5. ASSIGNMENT OF RIGHTS

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

6. INDEMNIFICATION

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

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

6.2 Personal Injury and Property Claims. Lessee agrees to indemnify and hold harmless for any and all claims made against the Owner, including attorney fees, as a result of Lessee’s use of the Owner’s Facilities and parking space(s).

7. INSURANCE

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

8. APPLICABLE LAW

8.1 The provisions of this Agreement are subject to the laws of the State of Nebraska.
9. HEADINGS

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

Lessee: Archbishop Bergan Catholic School
By: [Signature]
Name: Bonnie Nebuda
Title: Director of Advancement
Date: 10/17/2019

Owner - City of Fremont
By: [Signature]
Name: [Name]
Title: [Title]
Date: [Date]
Certificate of Coverage

Date: 10/14/2019

Certificate Holder
The Catholic Archbishop of Omaha
Chancery Office
100 North 62nd Street
Omaha, NE 68132

This Certificate is issued as a matter of information only and
confers no rights upon the holder of this certificate. This certificate
does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
Archbishop Bergan Catholic School
545 East 4th Street
Fremont, NE 68025

Coversages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Certificate Number</th>
<th>Coverage Effective Date</th>
<th>Coverage Expiration Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property</td>
<td></td>
<td></td>
<td></td>
<td>Real &amp; Personal Property</td>
</tr>
<tr>
<td>D. General Liability</td>
<td></td>
<td></td>
<td></td>
<td>Each Occurrence 1,000,000</td>
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<tr>
<td>☑ Occurrence</td>
<td>8574</td>
<td>7/1/2019</td>
<td>7/1/2020</td>
<td>General Aggregate 2,000,000</td>
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<td>☐ Claims Made</td>
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<td></td>
<td></td>
<td>Products-Comp/OP Agg</td>
</tr>
<tr>
<td>Excess Liability</td>
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<td></td>
<td></td>
<td>Personal &amp; Adv Injury</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td>Fire Damage (Any one fire)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Med Exp (Any one person)</td>
</tr>
</tbody>
</table>

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
Coverage only extends to the City of Fremont for claims arising out of Archbishop Bergan Catholic School's Knight Event Dinner & Auction to be held on November 22, 2019.

<table>
<thead>
<tr>
<th>Holder of Certificate</th>
<th>Cancellation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Protected Person(s)</td>
<td>Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.</td>
</tr>
<tr>
<td>City of Fremont</td>
<td>Authorized Representative</td>
</tr>
</tbody>
</table>

0001005050
ENDORSEMENT
(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 11/22/2019
Cancellation Date of Endorsement: 11/23/2019

Certificate Holder: The Catholic Archbishop of Omaha
Chancery Office
100 North 62nd Street
Omaha, NE 68132

Location: Archbishop Bergan Catholic School
545 East 4th Street
Fremont, NE 68025

Certificate No. 8574 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the Protected Person(s) activities or activities they perform on behalf of the Protected Person(s).

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement, and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the Additional Protected Person(s) will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
City of Fremont

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):
Coverage only extends to the City of Fremont for claims arising out of Archbishop Bergan Catholic School's Knight Event Dinner & Auction to be held on November 22, 2019.

PKS-122(10-11)

Authorized Representative
RESOLUTION NO. 2019-213

A Resolution of the City Council of the City of Fremont Nebraska, approving the request of Archbishop Bergan Catholic School to close a City street for the Knight Event Dinner and Auction

WHEREAS, Archbishop Bergan Catholic School has requested the closure of 4th Street from C Street to Union Street from 5:00 p.m. to Midnight on November 22, 2019.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council approve Archbishop Bergan Catholic School to use the aforementioned location during the provided time for the Knight Event Dinner and Auction, and authorizes the Mayor to sign the Street Closure Agreement.

PASSED AND APPROVED THIS 29th DAY OF OCTOBER 2019.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Kim Koski, Director of Parks & Recreation
DATE: October 29, 2019

SUBJECT: Request to Waive Rental Fees for use of facilities for Post Prom event.

RECOMMENDATION: Approve the request.

Background: The Post Prom Committee has submitted a Fee Waiver Application requesting all fees be waived for use of Christensen Field Main Arena, Kitchen, Meeting Room and stage for the annual Fremont High/Fremont Bergan Post Prom event. The event is scheduled to take place Friday, April 17, 2020 for set-up, Saturday, April 18, 2020 for the event and Sunday, April 19, 2020 for clean-up.

Although this event does not meet the necessary requirements to receive a fee waiver, I recommend approving this request. This is a community event that depends on the help of volunteers and donations to make it a success. This is a worthwhile event that provides a fun and safe environment for Fremont High School and Bergan High School students and their guests.

Fiscal Impact: Rental fee of $1,212.50 ($1,012.50 fees + $200 deposit that is refundable). Post Prom Committee will handle all set-up and tear-down duties associated with this event, no additional City staff will be needed.

The fee waiver application does require that all groups requesting a waiver must provide a deposit. The deposit for this event is $200.00. The deposit is refundable following the event as long as the facilities are left in good condition.
Fremont & Bergan High School Post Prom Committee
C/O Fremont Area Community Foundation
1005 E 23rd Street, #2
Fremont, NE 68025

October 9, 2019

Dear City Administrator and City of Fremont Council Members,

Once again planning for Post Prom for both Fremont High and Bergan High School students is well under way. This year’s theme is “It’s A Wrap”. This is a Hollywood theme that we are excited to put on for the kids this year. We are planning a comedian as part of our entertainment and will have other games and activities and of course lots of food for the students to enjoy as well. Each of you is certainly welcome to stop by on Saturday, April 18, 2020 from 11:30 PM until 3:30 AM at Christensen Field.

We are truly appreciative of the space allowed to us by the city for our Post Prom event. We stretch every penny we receive from Fremont business and from the greater community for the benefit of the students, always remembering our goal of creating an exciting gathering space for teens, to keep them safe, on Prom night.

We have made our reservation for Christensen Field for Post Prom 2020. We are writing in the hopes that you will again waive the rental fee since it is for the benefit and safety of ALL high school youth in our city on Prom night. In the past we have left the arena in tip-top shape in gratitude for the space allowed us.

Let us know if and when we will be placed on the city council agenda. Thank you in advance for your consideration.

Sincerely,

Mandy Broeker
Fremont Post Prom Chair

402-720-8929
mandybroeker@yahoo.com
### CHRISTENSEN FIELD

**RENTAL AGREEMENT FOR USE OF PARKS & RECREATION DEPARTMENT FACILITIES**

**Date:** Oct 7, 2019  
**Firm/Agency:** FHS / BHS  
**POST PROM**

**Agent or Responsible Person:** Mandy Broeker  
**Contact #:** 720-8929

**Address:** 4475 W County Rd 1 Ave Fremont  
**Email:** Mandy Broeker @ yahoo.com

**Purpose of Event:** POST PROM PARTY  
**Anticipated Attendance:** 500

**Date(s) of Event:** SAT. APRIL 18, 2020  
**Time In:**  
**Time Out:**

**Detailed Description of Event:** FREMONT HIGH SCHOOL & BERGAN HIGH SCHOOL

**FRI (Set-up) SAT (Event) SUN (Clean-up)**

**Marquee Message:** FHS / BHS POST PROM

### Regular Rates

<table>
<thead>
<tr>
<th>Facility</th>
<th>Weekend (Fri-Sun)</th>
<th>Weekday (Mon-Th)</th>
<th>Monday-Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Arena</td>
<td>$400/Day</td>
<td>$365/Day</td>
<td>$560/Day</td>
</tr>
<tr>
<td>M.A. Kitchen</td>
<td>$55/Day</td>
<td>$40/Day</td>
<td>$55/Day</td>
</tr>
<tr>
<td>Meeting Room</td>
<td>$90/Day</td>
<td>$70/Day</td>
<td>$90/Day</td>
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<tr>
<td>P.C. Kitchen</td>
<td>$35/Day</td>
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<tr>
<td>Indoor Arena</td>
<td>$275/Day</td>
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<tr>
<td>Stage</td>
<td>$60/Day</td>
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<tr>
<td>Short Stage</td>
<td>$30/Day</td>
<td>$30/Day</td>
<td>$30/Day</td>
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<tr>
<td>Outdoor Arena</td>
<td>$150/Day</td>
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<td>$225/Day</td>
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<tr>
<td>Enclosed Barn</td>
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<tr>
<td>Horse Stalls</td>
<td>$150/Day</td>
<td>$15/Day</td>
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<tr>
<td>Camping</td>
<td>$20/Day</td>
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<tr>
<td>Heat</td>
<td>Determined by Usage/Horse Arena only</td>
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<tr>
<td>HVAC System</td>
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</table>

**Holiday Rates:** If various holiday rates for City Recognized Holidays (including Christmas Eve and New Year’s Eve) will charged at 1.5 times the Weekend/Commercial Rate. The city reserves the right to not rent facilities on city recognized holidays, including Christmas Eve and New Year’s Eve.

### Fee Schedule

<table>
<thead>
<tr>
<th>Facility</th>
<th># days</th>
<th>x Rate</th>
<th>Total</th>
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<tbody>
<tr>
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<td>M.A. Kitchen</td>
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<tr>
<td>Indoor Arena</td>
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<td>L.A. Kitchen</td>
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<tr>
<td>Camping</td>
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<td>$20.00</td>
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</tbody>
</table>

**Total Amount Due:** $1212.50

**Important Notes:**
- Deposit is 20% of Total Fee or $100 minimum.
- Deposit is reimbursable after rental, based on cleanup/damage report.
- Rates may change if additional items are requested after time of Rental Request submitted.

**Please Note:** All events should contact the Events Maintenance Supervisor regarding set-up at 402-720-1197 or 402-727-2630.
EVENT DETAILS

Please check "yes" or "no" to each of the following. If you mark "yes" to any item, please provide details under the "Event Description" below (some items may require written authorization, additional fees, and/or proof of insurance).

**YES**

1. Is your event open to the public?

2. Are you planning to charge registration/admission fees?

3. Will you be subtleting tables/spaces?

4. Will you be selling merchandise, food or beverages? List description below

*Answering Yes to any question 1-4 classifies the rental as a Commercial Rental. Commercial Rates and requirements will be administered.

**NO**

5. Will alcohol be served?* - If yes please review Alcohol Policy and Requirements

6. Will there be live music?

7. Are you hiring a third party vendor?

8. Will you be decorating the facility (restrictions apply)?

Additional Info related to rental: **we are planning a comedian act and will have some food trucks as well**

- All Rentals must end by 12:00 A.M.; the renter must clean and vacate the facility no later than 12:30 A.M.
- Failure to vacate on time will result in loss of 25% of deposit for every 1/2 hr after 12:30 A.M. (special arrangements must be approved in advance for a later vacate time)
- The Renter shall not use the premises in violation of any Federal or State Law, City Ordinance or Fire regulations, and shall pay charges for special police if same are deemed necessary by the City of Fremont. No lighted candles permitted in any city facility.
- All COMMERCIAL RENTERS will provide the City of Fremont proof of liability insurance in the minimum amount of $1,000,000 and shall name the city as an additional insured on that policy. Commercial rentals include any person, business, or organization that requires an admittance/entry fee, sale of products, sub letting of tables or space, and fundraising. Commercial rentals will be charged a commercial rate.
- When deemed required by the City of Fremont, the Renter shall provide security for scheduled event through one of the approved Security Vendors for the City of Fremont. The Chief of Police and the Parks Director can, at their discretion make changes to security requirements if in their joint opinion there is a need to do so.
- Security must be secured at least one week in advance and approved by the City of Fremont or rental will be cancelled.
- If Renter wishes to consume alcohol on City Property, the Renter must submit a Permission To Consume Alcohol On City Property Form and follow all of the requirements and fees necessary to obtain approval.
- Rents that have obtained permission to consume alcohol must cease consumption at 12:00 a.m. midnight, last call at 11:30 p.m. No alcohol is allowed to be consumed or located in the building if security is not present, either before, during or after rental time. Failure to follow this policy will result in loss of full deposit and possible report to local authorities.
- The Renter shall be responsible for damage or breakage to the building or property therein that occurs as a result of negligence or miss-use of said premise by the Renter. The Renter will notify the City of Fremont immediately at the time of damage or breakage to the building or property.
- The Renter shall leave the premises in a clean and orderly condition (garbage, decorations and other debris picked up and placed in outside receptacles), and to close and secure the facility or the City reserves the right to withhold refund of deposit. This does not include taking down chairs and tables set up for an event.
- Large items left behind at any facility will be subject to removal to the city impoundment lot after 3 days from the last day of the rental.
- Only the room[s] rented may be used.
- Helium balloons used for decorating and which and up on ceiling will result in a minimum deduction of $25 from damage/clean up deposit.
- Refund/Cancellation Policy: 80% Refund if cancellation occurs 90 days or more prior to the event
  - 60% Refund if cancellation occurs 60-89 days prior to event
  - 30% Refund if cancellation occurs 30-59 days prior to event
  - 0% Refund if cancellation occurs 29 days or less prior to event
- The City of Fremont Parks and Recreation Department has sole discretion and authority to restrict or refuse the use of any public facility to any group or individual.
- The Renter shall hold the City of Fremont harmless from all liability for injury or death, or loss of or damage to, any person or property that occurs during, or as a result of, the use of facilities by the Renter, and shall indemnify the City for all expenses it may incur as a result of claim or demand by anyone growing out of the use of said facility by Renter.

Other conditions specific to this rental:

The undersigned agrees to the terms and conditions set forth above and the Parks and Recreation Department acknowledges receipt of payment of rental charges as specified and dated on agreement.

Agent for Parks and Recreation  10/7/19  Mandy Brooker  10/8/19

Date  Renter Signature  Date
FEE WAIVER/REDUCTION APPLICATION
FOR USE OF PARKS & RECREATION DEPARTMENT FACILITIES

Agent or Responsible Person: Mandy Broeker
Contact #: 402-720-8929

Purpose of Event: Fremont Bergan Post Prom Facility Christensen Field Main Arena

Date(s) of Event: 4/17 - 4/18 - 4/19/2020

Cost of Rental:

Setup Event Cleanup

*Please attach completed Rental Application

Seeking Full Fee Waiver or Reduced Fees: X Full Waiver Reduced Fees: Amount requesting

Detailed Description of Event: Post Prom party for Bergan & Fremont High School Students. Entertainment & party planning provided by parents to keep kids safe on Prom night.

An applicant must meet ALL of the following to be eligible for a fee waiver/reduction, please provide details for each item below, use additional sheet of paper if necessary:

1. Can prove financial hardship and that the fee imposed will jeopardize the ability to carry on the activity for which the use of the facility/equipment is sought: We work hard to raise funds to provide entertainment, food, and grand prizes. Unfortunately, most businesses don't contribute until March or April. So, we never truley knew our funding will be until late.

2. Can establish that the activity for which the waiver is sought will foster or promote a program aimed at directly benefiting the City of Fremont. This directly benefits both FHS and BHS high school students. Post Prom provides lots of food and fun to keep kids safe on Prom night.

3. Can establish that all reasonable alternative facilities or equipment sources have been sought and are not available or would be unsuitable to the group or individuals seeking the waiver. The high school gyms are being used for Prom itself that same night.

- No private events will be considered for a fee waiver/reduction. Example: weddings, quinceaneras, birthdays, anniversary parties, etc.
- No weekend events will be considered for a fee waiver/reduction.
- The event may not begin before 8:00 a.m. and must end by 10:00 p.m. Monday through Thursday only.
- Only facility rental fees will be considered for fee waiver/reduction.
- All deposits and amenities fees must be paid at the time of the reservation. Deposits will be returned after the reservation; only if there have been no violations/damages during the reservation.
- No City program or active reservation will be displaced to allow a fee waiver/reduction event to take place.
- No waivers shall be granted to groups where a fee/donation is charged for an activity and the use of the facility/equipment for which the fee waiver/reduction is sought is directly connected to that activity.

The undersigned agrees that all information provided is accurate and true and I understand all requirements and policies in applying for a Fee Waiver/Reduction. Failure to provide full details will result in immediate denial of Fee Waiver/Reduction application. Rentor agrees to the terms and conditions set forth above and to follow all rules and regulations required by the Parks and Recreation Department in regard to renting and use of facilities and equipment.

Mandy Broeker

Date: 10/8/19

BACKGROUND: On October 9, 2019, the Mayor’s Keno Advisory Committee met to review the five 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>Catz Angels Rescue</td>
<td>Trap, Neuter, Release Program</td>
<td>$8,750</td>
<td>$5,000</td>
</tr>
<tr>
<td>Ideal Nebraska</td>
<td>Neighborhood Revitalization Initiative</td>
<td>$10,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Ridge Cemetery Association</td>
<td>Headstone straightening</td>
<td>$5,000</td>
<td>$3,500</td>
</tr>
<tr>
<td>Fremont Rural Fire Department</td>
<td>Grain Rescue Equipment</td>
<td>$1,500</td>
<td>$1,500</td>
</tr>
<tr>
<td>Set Me Free Project</td>
<td>Fremont Expansion Initiative</td>
<td>$5,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

There is currently $35,000 of Keno funds available to award. The committee is recommending awarding $15,000 this round. The deadline to apply for the remaining $20,000 is April 1, 2020. All projects awarded this Fiscal Year 2020 must be completed by August 31, 2020 and final report submitted by September 30, 2020.

FISCAL IMPACT: $15,000 of budgeted Keno funds.
RESOLUTION NO. 2019-217

A Resolution of the City Council of the City of Fremont, Nebraska, approving the proposed Keno Grant awards as recommended by the Keno Advisory Committee.

WHEREAS, The Keno Advisory Committee met October 9, 2019 to review the submitted Keno Grant Applications; and,

WHEREAS, the Keno Advisory Committee recommends the following awards. The amounts listed are the maximum awards for this application cycle and are not intended to be exceeded.

$5,000 to Catz Angels Rescue Effort
$5,000 to Ideal Nebraska
$3,500 to Ridge Cemetery Association
$1,500 to Fremont Rural Fire Department

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council approve the proposed Keno Grant awards as recommended by the Keno Advisory Committee.

PASSED AND APPROVED THIS 29TH DAY OF OCTOBER, 2019.

_____________________________
Scott Getzschman, Mayor

ATTEST:

_____________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shelly Holzerland, Director of Communications
DATE: October 29, 2019
SUBJECT: ShoreTel Maintenance Quote

Recommendation: Approve Resolution 2019-223 CenturyLink support quote for the ShoreTel administrative telephone equipment/server.

Background:

As part of the 911 telephone system, a separate ShoreTel administrative phone system is integrated into the 911 server. This provides administrative telephone service and allows the PSAP to manage administrative calls for the police and sheriff departments. This quote is for support for 3 years.

This is an extension of the original contract. The standard support agreement includes next business day parts and access for CenturyLink techs to ShoreTel technical assistance to support any repair efforts. FOTS (Feet on the Street) support for CenturyLink tech is at no additional charge, Monday through Friday between 8 and 5, for all break/fix situations except broken phone sets. Service outside this time frame is billable hours. ShoreTel does not offer 24/7/365 support agreements.

Agreement conditions have been reviewed by the legal department.

Fiscal Impact: CenturyLink for $2,975.79 per year for 3 years ($8,927.36 total)

This agreement is part of the combined city/county PSAP. It is a budgeted expense. This will be split 50/50 with Dodge County, in accordance with the Interlocal agreement.
CPE MAINTENANCE QUOTATION

CUSTOMER: FREMONT DODGE COUNTY COMMUNICATIONS
BILL TO NAME: E911 FREMONT POLICE DEPT
BILL TO ADDRESS: 725 N PARK AVE, FREMONT, NE, 68025-5019
QUOTATION NUMBER: QIA70927-ST_2
CREATE DATE: 09-OCT-2019
QUOTATION VALID THROUGH: 08-NOV-2019
CONTRACT SERVICE START DATE: 14-NOV-2019
CONTRACT SERVICE END DATE: 13-NOV-2022
NET AMOUNT OF CONTRACT: $8,927.36
CURRENCY VALUE EXPRESSED IN: USD

<table>
<thead>
<tr>
<th>INSTALL SITE ADDRESS</th>
<th>PART NUMBER</th>
<th>PART DESCRIPTION</th>
<th>QUANTITY</th>
<th>SUPPORT</th>
<th>SUPPORT DESCRIPTION</th>
<th>START DATE</th>
<th>END DATE</th>
<th>NET AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>E911 FREMONT POLICE DEPT, 725 N PARK AVE, FREMONT, NE, 68025-5019</td>
<td>QSTD-94131</td>
<td>VENDOR SUPPORT (3 YEAR, NO PHONES)</td>
<td>1</td>
<td>CENTURYLINK</td>
<td>STD 8XSXNB-MATONLY</td>
<td>14-NOV-2019</td>
<td>13-NOV-2022</td>
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<tr>
<td>QSTD-94131</td>
<td>FOTS SUPPORT (3 YEAR, NO PHONES)</td>
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<td>CENTURYLINK</td>
<td>STD 8XSXNB</td>
<td>14-NOV-2019</td>
<td>13-NOV-2022</td>
<td>$2,496.39</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL SUMMARY

TOTAL NET PRICE: $8,927.36

CONFIDENTIALITY NOTICE: This document, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of the original message. This quote is valid for 30 days.
Resolution NO. 2019-223

A Resolution of the City Council of the City of Fremont, Nebraska, to approve a quote for 3 years of support for the ShoreTel administrative phone system for the 911 and Police Departments

NOW THEREFORE BE IT RESOLVED: That the City Council authorizes the Mayor to sign the support quote with CenturyLink to provide maintenance and support of the ShoreTel administrative telephone server at the PSAP.

PASSED AND APPROVED THIS 29th DAY OF OCTOBER, 2019.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK
Staff Report

TO: Mayor and City Council
FROM: Jennifer McDuffee, Director of Human Resources
DATE: October 29, 2019
SUBJECT: Medical and Dental Insurance Documents

Recommendation: Motion authorizing the Mayor to sign the Administrative Services Agreement, Client Profile Amendment for the 01/01/2020 Deductible Change, Client Profile Amendment for the 10/01/2019 Renewal, and the Stop Loss Agreement.

Background:

On July 23, 2019 Council approved renewal of medical and dental insurance plan administration with Blue Cross Blue Shield of Nebraska (BCBSNE). At that time, staff reported that agreements would be drafted and provided for Council approval after the renewal has been received and processed by BCBSNE.

Staff has received the Administrative Services Agreement, Stop Loss Agreement, and two Client Profile Amendments. One profile amendment changes the deductible effective January 1, 2020. The second profile amendment contains changes/clarifications needed as part of BCBSNE’s platform change.

Fiscal Impact:

Signing this document does not have any fiscal impact, it is an administrative document related to the coverage previously approved by City Council.
This is an Administrative Services Agreement between City of Fremont ("THE GROUP" or "THE PLAN") and Blue Cross and Blue Shield of Nebraska (BCBSNE).

This Agreement is made in and governed by the laws of the state of Nebraska, except as may be subject to federal law, including ERISA. Any contractual provision which does not conform with the laws of Nebraska or the United States is hereby amended to conform to their minimum requirements.

RECATALS

A. BCBSNE is a mutual insurance company, licensed to sell insurance in the State of Nebraska. BCBSNE is also engaged in the business of providing administrative services to entities which have self-insured, or partially self-insured, health benefit plans for eligible employees.

B. The Benefit Plan Document includes this document and Attachments, the Client Profile, and the Summary Plan Description and Amendments thereto, all of which are incorporated herein by this reference. THE GROUP is funded by either Plan Assets or General Assets for THE GROUP’s Covered Persons. All coverage and benefit determinations are controlled by the Benefit Plan Document as defined in this Recital. The language of this Administrative Services Agreement shall supersede and take precedence over the language of the Summary Plan Description. The Summary Plan Description number and the Plan or General Assets funding are indicated on Attachment 1.

C. BCBSNE is able and willing to provide claims administrative services for THE GROUP’s health benefit plan, herein called the “Plan,” for Covered Persons and THE GROUP desires to employ BCBSNE to provide such administrative services.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, IT IS AGREED AS FOLLOWS:

DEFINITIONS

Defined terms are capitalized throughout this Agreement. In addition to the definitions stated in the Summary Plan Description, the following definitions are used in this Agreement:

Accountable Care Organization (ACO): A group of healthcare providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.

Care Coordination: Organized, information-driven patient care activities intended to facilitate the appropriate responses to a Covered Person’s healthcare needs across the continuum of care.

Care Coordinator: An individual within a provider organization who facilitates Care Coordination for patients.

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1 Group Numbers are subject to change during the term of this Agreement and shall have no effect on the responsibilities of the parties hereto.

2 Plan Assets are amounts a participant pays to or has withheld by an employer for contribution to a Plan. Such assets become Plan Assets as of the earliest date they can reasonably be segregated from the employer's general assets, but in no event later than 90 days from receipt by the employer. Plan Assets are subject to ERISA requirements.
**Care Coordinator Fee:** A fixed amount paid by a payer to providers periodically for Care Coordination under a Value-Based Program.

**Client Profile:** A document prepared by BCBSNE in collaboration with THE GROUP, which sets forth specific Plan terms and requirements, and Covered and Noncovered Services under the Plan.

**Covered Person(s):** All enrolled members of THE GROUP (Subscribers and their enrolled dependent spouses or children).

**Employee:** An individual employed by the Employer, pursuant to its employment definitions and criteria.

**Employer:** The employer identified in the Summary Plan Description and Client Profile, providing coverage to its eligible Employees and dependents under the terms of its group health plan.

**Global Payment/Total Cost of Care:** A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services and prescription drugs.

**Patient-Centered Medical Home (PCMH):** A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

**Provider Incentive:** An additional amount of compensation paid to a healthcare provider by a payer based on the provider's compliance with agreed-upon procedural and/or outcome measures for a particular population of covered persons.

**Shared Savings:** A payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.

**Subscribers:** All enrolled Employees, COBRA qualified beneficiaries, retirees (if applicable), or other non-dependent persons.

**Value-Based Program (VBP):** Also known as patient-focused care, a Value-Based Program is an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment. Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

I.

**APPOINTMENT**

BCBSNE is hereby retained and appointed to provide administrative services as herein described for THE GROUP's benefit plan for Covered Persons under BCBSNE's regular claim payment procedures and methods; provided, however, that BCBSNE shall not be, nor be considered as, the "Plan Administrator," but shall be considered a "named fiduciary" with respect to claims administration only, within the meaning of any applicable federal laws and regulations pertaining to employee benefit plans.

The Plan Sponsor shall remain solely responsible for establishing and maintaining the Plan. These responsibilities include ensuring that the Plan Document and Summary Plan Description are prepared and distributed to Participants of the Plan. BCBSNE does not assume any responsibility for any act or omission or breach of duty by THE GROUP.

The Plan Sponsor acknowledges that BCBSNE is not providing tax or legal advice and that the Plan Sponsor shall be solely responsible for determining the legal and tax status of the Plan. The Plan Sponsor is responsible for the Plan’s compliance with all applicable federal and state laws and regulations, including amending Plan documents as necessary to comply with applicable law changes. The Plan Sponsor
recognizes the possible legal implications of federal and state laws and takes full responsibility for any non-compliance consequences that result from any request or decision made by THE GROUP. Plan Sponsor will indemnify and hold BCBSNE harmless against any and all loss, damage, expenses, and penalties imposed by law with respect to THE GROUP’s failure to provide coverage in compliance with all applicable federal and state laws that results from any request or decision made by THE GROUP.

Self-funded political subdivisions are subject to Neb. Rev. Stat.13:1601 et seq., governing provisions of the Public Health Service Act, and as otherwise determined by the governmental group. Such plans are not subject to Title 1 of ERISA.

II. 

BCBSNE’S SERVICES

In carrying out the terms of this Agreement, BCBSNE agrees to:

A. Prepare the Summary Plan Description for its approval by THE GROUP. If THE GROUP prepares its own Summary Plan Description, BCBSNE will provide an initial review of the Summary Plan Description for accuracy in accordance with the benefits and information outlined in the Client Profile as well as BCBSNE’s internal administrative process and procedures. However, BCBSNE does not assume any responsibility for any non-compliance consequences, act or omission, or breach of duty by THE GROUP with respect to the information contained therein.

B. Prepare enrollment forms, Identification Cards and Schedules of Benefits for distribution to Subscribers who are enrolled in this Plan.

C. Prepare the Summary of Benefit Coverage (SBC) documents once annually for those benefits BCBSNE administers. BCBSNE will prepare any applicable notice of modifications of the SBC which results from legal or regulatory changes or benefit changes initiated by BCBSNE. BCBSNE will not provide translation services for any Summary of Benefit Coverage documents. Distribution of the SBC documents to THE GROUP’s employees or dependents shall remain the responsibility of THE GROUP.

D. Make payments on behalf of THE GROUP for Covered Services provided to Covered Persons pursuant to the Benefit Plan Document.

All payments for Covered Services by in-network providers will be made directly to such providers. In all other cases, payments will be made, at BCBSNE’s option, to the Subscriber, to his or her estate, to the provider or as required under state or federal law, including qualified medical child support orders. No assignment, whether made before or after services are provided, of any amount payable according to this Agreement shall be recognized or accepted as binding upon BCBSNE or the Plan, unless otherwise required by state or federal law.

All benefit payments will be made as soon as possible after the claim has been filed. Payments made in error may be recovered as provided by law.

E. Follow BCBSNE’s regular claim processing procedures, including the determining of appropriate benefit amounts, with respect to the processing of claims pursuant to the Benefit Plan Document. This includes, but is not limited to, the determination of benefits pursuant to the Coordination of Benefits provisions stated in the Summary Plan Description and the determination of whether to pay or deny claims in the event that a Covered Person fails to return a Coordination of Benefits questionnaire. BCBSNE relies on documentation provided in the Client Profile in providing claims administrative services for THE GROUP.

F. BCBSNE shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement, provided that a higher standard of care will be exercised where required by applicable law. With the full cooperation of THE GROUP, BCBSNE will make reasonable efforts under the circumstances, considering the chances of successful recovery and the costs thereof to recover payment made in excess of the amount provided for a Benefit under the Benefit Plan Document (“Overpayments”). THE GROUP assigns to BCBSNE the authority to pursue
recovery of Overpayments and BCBSNE will pursue reasonable means of recovery of Overpayments under the circumstances but will not be obligated to commence litigation, unless otherwise specifically agreed to by the parties. BCBSNE will only pursue Overpayments for a period of twelve (12) months from the date of the event that necessitates the Overpayment is identified. BCBSNE will not pursue Overpayments beyond this twelve (12) month period for any events that resulted solely from the actions or direction of THE GROUP. BCBSNE may, at its sole option, choose not to pursue deminimus Overpayment amounts. BCBSNE will not seek refunds from providers that relate to a retroactive termination of memberships of Covered Persons and/or their dependents for claims paid more than 60 days prior to the date on which BCBSNE is made aware of the termination.

Duplicate or erroneous payment not recovered will be considered as benefits paid under the Agreement and will remain applied to any total benefits applicable to the Covered Person. BCBSNE will not be financially responsible for such erroneous payment, unless BCBSNE would otherwise be financially responsible under another provision of this Agreement. Payment for a specific service or an erroneous payment made under this Agreement shall not make BCBSNE or the Plan liable for further payment for the same condition. Under certain circumstances, if BCBSNE pays a provider amounts that are the responsibility of the Covered Person, BCBSNE may collect such amounts from the Covered Person.

G. Provide facilities, personnel, procedures, forms and instructions for the administration of claims under the Benefit Plan Document. The Benefit Plan Document may be modified by mutual agreement of THE GROUP and BCBSNE.

H. Accept full and exclusive discretion to determine for all parties all matters of fact or interpretation relating to any claim under the Benefit Plan Document, including interpretation of plan provisions to the extent that BCBSNE is a fiduciary for claims processing purposes. The decisions of BCBSNE regarding such claims shall be final and binding subject to appeal to BCBSNE under its review process. Benefits will be paid or denied consistent with the Benefit Plan Document based upon BCBSNE's determination. The claim appeal and review process is set forth in the Summary Plan Description. NO CLAIM EXCEPTIONS TO THE BENEFIT PLAN DOCUMENT WILL BE MADE BY BCBSNE.

I. Report to THE GROUP matters of general interest with respect to the Benefit Plan Document, including, but not limited to, problems of a recurring nature and suspected misuse of benefits.

J. Submit to THE GROUP, with each monthly billing, a monthly Claims Analysis Report which sets forth the applicable identification number, patient's name, relationship to Subscriber, age, admission or performance date, discharge date, dollar charge, type of coverage, any refunds or other adjustments, and Net Paid Claims. (See Net Paid Claims in Part VI., A.)

K. Maintain membership and claims records for a period of eight years. THE GROUP shall have access to such records during normal business hours for the purpose of determining compliance with this Agreement. Any audit initiated pursuant to this Part and authorized by THE GROUP shall be undertaken at THE GROUP's expense. THE GROUP specifically agrees to reimburse BCBSNE for any reasonable expense incurred by BCBSNE in accordance with such audit, including but not limited to reimbursement for BCBSNE personnel providing support to such audit in excess of a total of ten hours and any copying expenses.

THE GROUP also specifically agrees that BCBSNE has the authority to disapprove of the vendor providing such audit, which authority shall not be unreasonably exercised, and to refuse access to membership and claims records by such vendor. THE GROUP, recognizing that patient specific information is confidential, agrees that it will take reasonable steps to restrict access to this information to those persons who need to know this information for determining compliance with this Agreement and for performing any necessary audit.

L. Provide the following services in the development and design of any amendment, revision or modification of the Plan: Underwriting and actuarial advice, cost estimates and projections, and proposed language changes, subject to Part III., E.
M. Use its discretion to seek recovery based on subrogation or other theories, from third parties (or their carriers) who have caused Injury or Illness to a Covered Person or damages to the Plan. BCBSNE may engage a contractor to perform specialized services for recovery of funds or discovery of overpayment or fraud. Such contractors may be reimbursed based on a percent of recovery or other reasonable basis, with the net amount to be returned to THE GROUP. BCBSNE may settle or release claim to such recoveries and use its discretion to determine amounts recovered, on behalf of THE GROUP. This includes participation in consolidated or class action lawsuits alleging such injuries. Any recovery from consolidated or class action suits will be apportioned among all insured and self-insured plans or pools. The proration may be based on number of covered persons, number of injured persons, claims volume, or any other basis determined by BCBSNE. Once BCBSNE has exhausted its subrogation recovery efforts, BCBSNE will not take any further action on the claim. THE GROUP will be solely responsible for the decision to pursue litigation and funding all litigation costs and expenses, including attorney’s fees. This includes participation in lawsuits in which BCBSNE has been named as a defendant.

Recoveries made in any plan year will be applied first to the appropriate Stop Loss Amount, from the applicable contract year, and subsequently, to THE GROUP’s claim liability. THE GROUP agrees to cooperate with all such recovery efforts. The Subrogation and Contractual Right to Reimbursement provisions applicable to the Plan are stated in the Summary Plan Description.

Notwithstanding any prior agreement between the parties to the contrary, BCBSNE will charge a fee equal to 25% of the subrogation amount recovered by BCBSNE (“Subrogation Recovery Fee”). The 25% Subrogation Recovery Fee is not included in the Administrative Service Fees or any other fee described in this Agreement and will be deducted from any recovery amount prior to releasing funds to THE GROUP.

In the event of termination of this Agreement, in whole or in part, BCBSNE may continue to work, as outlined above, all third party liability cases within its possession as well as any additional cases identified by BCBSNE with dates of services incurred prior to the date of termination. The fees charged for the subrogation services will be at the rate listed above and on Attachment 1 at the time of termination for such subrogation services.

If THE GROUP elects to use an outside vendor to perform subrogation recovery services, BCBSNE may charge a reasonable fee for implementation and reporting services.

N. Provide its standard Case Management Programs and Utilization Management Program for Covered Services provided to Covered Persons and to perform Utilization Review in accordance with the Plan.

O. Indemnify THE GROUP and hold it harmless against any and all loss, damage, and expense with respect to the administration of the Plan resulting from, or arising out of, any act or omission which constitutes bad faith, fraudulent or criminal acts of employees of BCBSNE acting alone or in collusion with others.

P. BCBSNE does not underwrite or insure the liability of THE GROUP under this Agreement, except as specifically provided in any Stop Loss Contract between the parties. BCBSNE provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims except as set forth in this Agreement.

Q. Upon mutual agreement of BCBSNE and THE GROUP and/or Plan Sponsor, assist THE GROUP and/or Plan Sponsor with certain administrative tasks related to compliance obligations of THE GROUP and/or Plan Sponsor.

R. Provide claims reporting which provides the level of detail necessary for THE GROUP’s consultant to advise THE GROUP on benefit design and funding alternatives. Provided information will include, but not be limited to the following, net paid claims, enrollment data, and a high claims report which provides diagnosis and treatment detail. BCBSNE group reporting guideline / policies will apply.

S. If applicable, provide administration for the following state assessment mandates by agreeing to:
1. Comply with New York State Health Care Reform Act, if applicable. If THE GROUP elects, BCBSNE shall make a filing with the New York State Department of Health ("DOH") on behalf of THE GROUP to elect for the Plan to make direct payments to the DOH of the Plan's obligations under sections 2807-j and 2807-s of the New York Public Health Law. For each month in which the Plan's direct payment election is in effect with the DOH, BCBSNE shall notify THE GROUP of the amount of the required surcharge and covered lives assessment for such month and shall file appropriate reports with the DOH and make the required payments to the DOH in accordance with the procedure under this Agreement. For purposes of this Agreement, such surcharges and covered lives assessments shall be considered authorized expenses of the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for any surcharge or covered lives assessment payable by the Plan under section 2807-j or 2807-s of the New York Public Health Law and shall not be liable for any interest or penalties assessed against the Plan or THE GROUP as a result of late or insufficient payment of such surcharges and assessments, unless the interest or penalty is a result of BCBSNE'S negligence or mistake. THE GROUP must notify BCBSNE in advance if they choose to pay the surcharge itself.

2. Submit payment to the Maine Vaccine Board in accordance with 22 MRSA Sec. 1066. Payment is required in relation to the number of Covered Life Months. The assessment rate is set in advance of the beginning of each calendar year. Payment is required by all insurers, which included third-party administrators. A Covered Life Month is any month in which health benefits are provided to a child under age 19 who resides in the State of Maine. Such payments shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for any interest charge for failing to make a savings offset payment in a timely manner, unless the interest payment is a result of BCBSNE’s negligence or mistake.

3. Submit payment to the Vermont Department of Taxes in accordance with Sec. 48. 32 V.S.A. Chapter 243. Payment is required in an amount equal to 0.999 of 1 percent of all health insurance claims paid by an insurer for Vermont residents in the previous fiscal year. The assessment applies to all health care and dental claims that are not financed through a federal program. The payment of such fee shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.

4. Submit payment to the Vermont Department of Health in accordance with 18 V.S.A. §1130(b)(1). Payment is required in relation to the number of Vermont covered lives. The payment of such fee shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.

5. Submit the required assessment to the Idaho Immunization Board in compliance with Idaho Code § 41-6005, if applicable. An assessment is required to be paid by all carriers for any child under the age of 19 residing in the State of Idaho. The payment of the assessment shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.

6. Submit payment to the Michigan State Department of Treasury in accordance with Act No. 142 of Public Act of 2011. Payment is required by all insurers and third party administrators paying health claims on residents of Michigan who received services at providers located in Michigan. The fee is equal to a percentage of Michigan paid health claims, medical services, case management, disease management, utilization review and general administrative expenses. The payment of such fee shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.
7. Submit payment to the Massachusetts Health Safety Net Office in accordance with the Massachusetts Act Providing Access to Affordable Quality and Accountable Health Care Chapter 58 of the Acts of 2006. Payment is required by all purchasers of healthcare services who make payments to acute hospitals and to ambulatory surgical centers. The surcharge amount equals the product of the payments subjected to the surcharge and the applicable surcharge percentage. The payment of such fee shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.

8. Submit payment to the Massachusetts General Fund for the Pediatric Immunization Assessment in accordance with Massachusetts General Law Section 38 of Chapter 118G. Payment is required by all health care insurers that conduct business in Massachusetts to cover the costs of purchasing and distributing childhood vaccines. The surcharge amount equals a percentage of payments made to acute hospitals and ambulatory surgical centers. The payment of such fee shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.

9. Submit payment to the New Hampshire Vaccine Association in accordance with New Hampshire Revised Statutes Annotated (RSA) 126-Q. Payment is required by all insurers and third party administrators covering children residing in the New Hampshire. Payment is required in relation to the number of child covered lives. The monthly assessment rate is expected to be updated once each year. The payment of such fee shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.

10. Submit payment to the Alaska Vaccine Assessment Program (“AVAP”) in compliance with AS 18.09.200 et. seq. An assessment is required to be paid by all insurers, self-insured employers, and third party administrators covering children residing in the state of Alaska. The payment of the assessment shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.

11. Submit payment to the general treasurer of Rhode Island in compliance with R.I. Gen. Laws Section 42-7.4-11, Rhode Island’s Healthcare Services Funding Plan Act. An assessment is required to be paid by all insurers, self-insured employers, and third party administrators who insure or administer benefits to children or adults residing in the state of Rhode Island. The payment of the assessment shall be considered authorized expenses under the Plan and shall be billed to THE GROUP. BCBSNE shall not be liable for failure to pay the fee, unless the failure to make payment is a result of BCBSNE’s negligence or mistake.

THE GROUP is responsible for any state assessment on GROUP claims regardless of whether the state assessment is included in this Section.

III.

THE GROUP’s SERVICES

In carrying out the terms of this Agreement, THE GROUP agrees to:

A. Provide BCBSNE with the following:

1. Completed enrollment forms for each new Subscriber or online enrollment information, as applicable.
2. Completed enrollment forms or online notification for each Subscriber changing status of membership.

3. Completed timely notice of termination of eligibility for membership.

THE GROUP shall furnish data about eligibility of persons becoming covered and changes in or termination of eligibility as required for administration of the Plan. Information regarding eligibility and termination of eligibility of Employees, Subscribers and Covered Persons must be furnished within 60 days of the event. THE GROUP’s records relating to such coverage shall be open to BCBSNE for review at reasonable times. THE GROUP shall be responsible for ensuring the accuracy of its eligibility information. BCBSNE shall have no liability to THE GROUP or any Covered Person as a consequence of inaccurate eligibility information.

B. Follow eligibility and effective date of coverage guidelines, as stated herein and/or within the Summary Plan Description and/or Client Profile. Enrollment for coverage under the Plan is completed through THE GROUP, pursuant to its enrollment procedures. Rules regarding eligibility, Special Enrollment, Late Enrollment and changes in benefit elections are described in the Summary Plan Description.

The Employees eligible for coverage under the Plan, and specific requirements for eligibility, are determined by THE GROUP. Dependents of an eligible Employee may also be eligible for coverage under the Plan, if they meet the definition of Eligible Dependent, as defined in the Summary Plan Description.

The coverage of any Employee or Eligible Dependent may be canceled for fraud or intentional misrepresentation of a material fact, including misrepresentation about a claim or eligibility for coverage. When the fraud or misrepresentation occurs during enrollment and is discovered within two years of the enrollment, coverage will be rescinded back to the date of the initial enrollment, subject to BCBSNE’s provision of a 30-day advance notice of such rescission. Claims incurred after the retroactive date of termination shall not be further processed and/or paid under the Plan. Claims incurred after the retroactive date of termination that were paid under the Plan will be treated as erroneously paid claims under the Plan. Neither the acceptance of employee contributions nor the processing of claims will constitute a waiver of BCBSNE’s or the GROUP’s rights under this paragraph. Written notice will be sent by certified mail to the Employee or Eligible Dependent at his or her last-known address as shown by the membership records and shall be effective the date notice is mailed.

C. Cooperate with BCBSNE in an audit of Covered Persons, upon request, but not more frequently than annually. The cost of such audit shall be borne by BCBSNE and shall include, but not be limited to, reimbursing THE GROUP’s personnel providing support to such audit in excess of ten hours and copying expenses.

D. Notify BCBSNE immediately of any work-related accident suffered by a Covered Person for which recovery may be available under any Workers’ Compensation Law or similar law. THE GROUP agrees to forward a copy of the First Injury Report to BCBSNE as soon as possible. Work-related injuries or illnesses are not Covered Services, therefore provider discounts which are available to THE GROUP under the health coverage, are not available for these services. THE GROUP also agrees to advise BCBSNE of any potential subrogation rights or other contractual rights of recovery known to THE GROUP.

E. Review the Benefit Plan Document and any changes or modifications thereto, and notify BCBSNE of any necessary changes within 30 days of receipt. Any changes or modifications to the Benefit Plan Document must be approved by BCBSNE before it is effective. Such approval will not be unreasonably withheld.

Any changes or modifications to benefits which are made by THE GROUP must be approved by BCBSNE, and may be subject to an increased charge, and any additional administrative expense involved in its implementation. This charge will be determined by BCBSNE, and shall be effective as of the effective date of the modification. Benefits cannot be decreased retroactively at any time.
Special projects, services, or benefits, including any associated fees, may be described in this Agreement, an amendment to this Agreement, or in a separate agreement (e.g., a Non-Standard Benefit or Services Agreement).

F. Grant to BCBSNE discretionary authority to determine for all parties, all matters of fact or interpretation relating to any claim under the Benefit Plan, including interpretation of Plan provisions, to the extent that BCBSNE is a fiduciary for claims processing purposes. These decisions will be final and binding subject to appeal to BCBSNE under its review process.

G. Indemnify BCBSNE and hold it harmless against any and all claim loss, damage, and expense with respect to the administration of the Plan, except that resulting from, or arising out of, any act or omission which constitutes bad faith, negligence, fraudulent or criminal acts of employees of BCBSNE, acting alone or in collusion with others, or expenses incurred by BCBSNE in the regular administration of the Plan.

THE GROUP agrees that should it fail to make payment due to insolvency or for any other reason, the provider shall have authority to collect directly for Covered Services from its Covered Persons.

H. Indemnify BCBSNE and hold it harmless, as set forth herein, for any claim, loss, damage and expense arising from the release of claims specific information to THE GROUP.

I. THE GROUP on behalf of itself and its participants, hereby expressly acknowledges its understanding that this Agreement constitutes a contract solely between THE GROUP and BCBSNE, that BCBSNE is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting BCBSNE to use the BCBS Service Marks in Nebraska, and that BCBSNE is not contracting as the agent of the Association. THE GROUP further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than BCBSNE, and that no person, entity or organization other than BCBSNE shall be held accountable or liable to THE GROUP for any of BCBSNE's obligations to THE GROUP created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSNE other than those obligations created under other provisions of this Agreement.

J. Execute and be responsible for all HIPAA related compliance, including but not limited to executing any necessary agreements or notifications.

K. Keep all information received from BCBSNE confidential. THE GROUP will not use or disclose such information except as necessary for administration of claims pursuant to the Benefit Plan Document. In the event THE GROUP discloses any such information to a contractor assisting in the administration of the Benefit Plan Document, it shall first obtain written agreement from the contractor restricting further disclosure or use for any purpose other than providing such assistance. THE GROUP will ensure that, if necessary, a Business Associate Contract is in place with respect to applicable services provided by a subcontractor.

In consideration for the benefits available under the Plan, all Covered Persons agree that he or she consents to the release of his or her medical and other personal information to BCBSNE and to THE GROUP as necessary for the purpose of determining eligibility and/or administering claims.
IV. CONTINUATION OF COVERAGE

A. THE GROUP is responsible to provide all notices required by COBRA and Department of Labor Regulations, including but not limited to:

1. An initial COBRA Notice to Employees and their spouses upon the date THE GROUP first becomes subject to COBRA.

2. An initial COBRA notice to new Employees and their spouses within 90 days after coverage commences (or earlier, if a Qualifying Event occurs within the first 90 days of coverage).

3. A notice to the Plan Administrator when a Qualifying event occurs due to an Employee’s termination or reduction in hours of employment, death or entitlement to Medicare, or due to THE GROUP filing bankruptcy, within 30 days of the Qualifying Event. THE GROUP shall also notify the Plan Administrator within 30 days of receiving notice of a Covered Person’s Qualifying Event due to divorce, legal separation, or cessation of dependent status.

4. A notice of unavailability of COBRA in the event an Employee or dependent requests COBRA coverage and is determined to be ineligible.

5. A notice of early termination of COBRA coverage in the event a Qualified Beneficiary’s coverage is terminated prior to the end of the maximum COBRA coverage period.

THE GROUP agrees to establish reasonable COBRA notice procedures, in accordance with federal regulations. THE GROUP agrees to indemnify BCBSNE for any losses directly related to THE GROUP’s failure to establish or follow reasonable COBRA notice procedures. The experience from the continuation coverage shall be charged to THE GROUP’s Plan.

The applicable Continuation of Coverage provisions are stated in the Summary Plan Description.

B. The amount of recommended monthly charges to be collected and retained by THE GROUP shall not be less than the amounts indicated on Attachment 3.

V. FINANCING ARRANGEMENTS

The financing arrangements applicable under this Agreement are those set forth on Attachment 2.

VI. COMPENSATION

A. Commencing with the effective date of this Agreement, and in consideration of the services and obligations herein required of BCBSNE, THE GROUP shall pay BCBSNE, monthly, the following amounts. If the number of Covered Persons increases or decreases by 10% or more, or the terms of this Agreement are changed by THE GROUP during the Term, BCBSNE reserves the right to revise the rates contained in this Section or applicable Attachment.

1. Administrative Service Fees: The fees for BCBSNE's services, including certain optional services, as stated in this Agreement which includes fees for all persons who have elected to continue membership in THE GROUP pursuant to COBRA continuation coverage.

The Administrative Service Fees are indicated on Attachment 1, Section A.
2. Reimbursement for the total "Net Paid Claims" for the preceding month, unless reimbursement is otherwise provided in Part V., above. Claims data which is, for any reason, omitted from a particular month's billing, shall be added to the billing for a subsequent month, and the Administrative Service Fee for the subsequent month shall reflect any appropriate adjustment.

Net Paid Claims: This is the amount determined after subtraction of any discount and other adjustments made to the Allowable Charge for Covered Services, pursuant to the contractual provisions between BCBSNE and the Contracting Providers, or in accordance with other Contract provisions. These payments are made by BCBSNE or a Blue Cross and/or a Blue Shield plan in another state, referred to as a “Host Blue.” THE GROUP's payment is made on a Net Paid Claims basis.

Payment for Covered Services by a Contracting facility inside BCBSNE’s service area is based on the Contracted Amount less the Covered Person's Deductible, Coinsurance and Copayment. Payment for Covered Services received from a Contracting facility outside of BCBSNE’s service area is based on the lesser of the Contracted Amount or the billed charge less the Covered Person's Deductible, Coinsurance and Copayment. Payment for Covered Services received from a Contracting professional or noninstitutional provider is based on the lesser of the Contracted Amount or the billed charge less the Covered Person's Deductible, Coinsurance and Copayment, regardless of location. The Coinsurance is based on the lesser of the Allowable Charge or the billed charge for Covered Services.

3. Value Based Arrangements with Contracting Providers. BCBSNE has contracts with certain health care providers that vary from traditional fee for service arrangements. These arrangements may include payments to accountable care organizations (“ACOs”) and patient-centered medical homes (“PCMHs”) in the form of care coordination and care management payments, quality bonuses and shared savings payments (“value based care payments” or “VBC Payments”). The VBC Payments to each ACO or PCMH will differ based on the specific contract in place with BCBSNE.

The VBC Payment amount is based upon an assessment of THE GROUP's members who are attributed to an ACO or PCMH and is billed to THE GROUP in the same manner as claims for payment by THE GROUP. VBC Payments may be billed to THE GROUP retrospectively on a quarterly basis (care coordination payments), after the completion of the program year (shared savings or quality bonus), or through the claims system in the same manner as other fee for service claims (care management).

The VBC Payments support practices in making fundamental changes to their care delivery. These changes are needed to provide high quality, patient-focused, whole-person care, which will result in lower total cost of care. The goal of the ACO and PCMH programs is the Triple Aim, an approach for optimizing health care delivery through the following: (a) improving the patient experience of care (including quality and satisfaction); (b) improving the health of populations; and (c) reducing the per capita cost of health care.

In addition, Host Blue Plans may have contracts with certain health care providers that vary from traditional fee for service arrangements. Pursuant to these arrangements, Host Blues may pay providers for reaching agreed upon cost/quality goals. The Host Blue may pass these provider payments to BCBSNE, which BCBSNE will pass directly on to THE GROUP. These arrangements and payments are described in more detail in Section VI.B.

4. Financial Settlements with Providers. THE GROUP acknowledges and agrees that BCBSNE may, from time to time, enter into financial settlements with Contracting Providers of BCBSNE for, among other reasons, routine claims adjustments, delayed rate adjustments, cost rate adjustments, non-claim specific compensation adjustments (such as incentive or bonus program adjustments). As such, the outcome of these settlements could result in an additional charge or credit being issued to THE GROUP during or after the applicable contract year. The parties understand and agree that any such charge or credit may not result in a corresponding adjustment to amounts paid or not paid to Covered Persons or their cost share in connection with claims relating to the settlement.
BCBSNE reviews and investigates potentially fraudulent or inappropriate billings submitted by providers and members. Whenever amounts from these investigations can be associated with a claim under the Plan and result in a claim adjustment, THE GROUP will receive a credit against future claims costs in the amount of the recovery, less a percentage fee that may be retained by BCBSNE. BCBSNE will provide advance notice to THE GROUP prior to charging a percentage fee. THE GROUP understands and agrees that not all recoveries can be reasonably tied to a particular claim resulting in its adjustment; for example, when a recovery arises from a general settlement that takes into account BCBSNE’s entire book of business with insufficient information for individual claim adjustments. In such circumstances, BCBSNE may retain the recoveries and will make available details of the same on an annual basis upon written request.

5. **Subrogation Recovery Fee.** BCBSNE will charge a fee equal to 25% of the subrogation amount recovered by BCBSNE (“Subrogation Recovery Fee”). The 25% Subrogation Recovery Fee is not included in the Administrative Service Fees or any other fee described in this Agreement and will be deducted from any recovery amount prior to releasing funds to THE GROUP.

6. **The following fees are related to the BlueCard Program.** Additional information about the BlueCard Program is found in Paragraph B of this Part.

   a. **Access Fee:** If Contracted Provider savings are available from a Host Blue, BCBSNE may be charged a fee for Covered Persons to access the Host Blue’s Contracting Provider network. This Access Fee for services incurred by a Covered Person will be passed along to THE GROUP as a claims expense under Net Paid Claims, unless otherwise indicated in Attachment 1 and Section VI.A.1. The Access Fee is a percentage of the discount the Host Blue has made available to BCBSNE, but not to exceed $2,000 for any claim. If an Access Fee credit is received, this amount will be credited to THE GROUP. The provider has agreed not to bill Covered Persons for amounts in excess of the Contracted Amount, but may bill them for Deductibles, Coinsurance and amounts for Noncovered Services.

   The amount of this fee or any credits will be used in the computation of "Net Paid Claims" charged to THE GROUP. Instances may occur when none of a claim or only a small amount of the claim is paid due to the application of the Covered Person’s Deductible, Coinsurance or Copayment. If the Host Blue’s arrangement with the provider allows the Contracted Amount to apply when the amount is fully or mostly a Covered Person’s obligation, the Access Fee will be paid and passed to THE GROUP as a claims expense under Net Paid Claims even though THE GROUP paid little or none of the claim. This process allows the benefit of the discounted amount to be passed through to the Covered Person.

   **The Access Fee is indicated on Attachment 1, Section B. 1. a.**

   b. **Administrative Expense Allowance (AEA):** The AEA Fee is a fixed per-claim dollar amount charged by the Host Blue to BCBSNE for administrative services the Host Blue provides in processing claims for THE GROUP’s Covered Persons. The dollar amount is normally based on the type of claim (e.g. institutional, professional, international, etc.) and can also be based on the size of THE GROUP’s enrollment. An Administrative Expense Allowance (AEA) for each original claim processed through the BlueCard Program by the Host Blue, will be charged back to THE GROUP as an administrative expense, unless otherwise indicated in Attachment 1 and Section VI.A.1.

   **An AEA Fee Report will be provided monthly with the Claims Analysis Report.**

   **The AEA Fees are indicated on Attachment 1, Section B. 1.b.**

7. **Non-Contracted Providers**

   For both physician/professional and institutional claims incurred in other plan service areas with non-contracted providers, no Access Fee applies. The AEA fee for non-contracted provider claims will be $3.00 per claim.
8. **Premium for an Individual Stop Loss.**

**Premium for an Aggregate Stop Loss.**

The Stop Loss premium, however stated, includes fees for all persons who have elected to continue memberships in THE GROUP pursuant to COBRA.

If applicable, the Stop Loss premiums are addressed in the Stop Loss Contract.

9. **Commissions:** If a commission to an agent of record specified by THE GROUP is payable by BCBSNE, the actual amount paid will be charged to THE GROUP each month during the Term of this Agreement.

The monthly commission is indicated on Attachment 1, Section C.

B. **The following language is mandated by the Blue Cross and Blue Shield Association in order to explain the methods that are used to calculate claim liability in the various independent Blue Cross and Blue Shield Plans. The Out-of-Area Services fees and compensation costs are outlined on Attachment 1, Section B.**

**Out-of-Area Services:** BCBSNE has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Arrangements.” These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever Covered Persons access healthcare services outside the geographic area BCBSNE serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area BCBSNE serves, Covered Persons obtain care from healthcare providers that have a contractual agreement (“participating providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, Covered Person obtain care from healthcare providers in the Host Blue geographic area that do not have a contractual agreement (“nonparticipating providers”) with the Host Blue. BCBSNE remains responsible for fulfilling its contractual obligations to you. BCBSNE payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Dental Care Benefits (except when paid as medical claims/benefits) and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by BCBSNE to provide the specific service or services are not processed through the Inter-Plan Arrangements.

1. **BlueCard® Program**

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Covered Persons access Covered Services within the geographic area served by a Host Blue (outside the geographic area BCBSNE serves), the Host Blue will be responsible for contracting and handling all interactions with its participating healthcare providers. The financial terms of the BlueCard Program are described generally below.

a. **Liability Calculation Method Per Claim – In General**

i. **Covered Person Liability Calculation**

Unless subject to a fixed dollar copayment, the calculation of the Covered Person’s liability on claims for Covered Services will be based on the lower of the participating provider’s billed charges for
 Covered Services or the negotiated price made available to BCBSNE by the Host Blue.

ii. THE GROUP's Liability Calculation

The calculation of THE GROUP'S liability on claims for Covered Services processed through the BlueCard Program will be based on the negotiated price made available to BCBSNE by the Host Blue under the contract between the Host Blue and the provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating healthcare provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, THE GROUP may be liable for the excess amount even when the Covered Person's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.

b. Claims Pricing

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to BCBSNE by the Host Blue may be represented by one of the following:

i. An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or

ii. An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements and performance-related bonuses or incentives; or

iii. An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price THE GROUP pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard Program requires that the amount paid by the Covered Person and THE GROUP is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts charged to THE GROUP will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the
estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from THE GROUP. If THE GROUP terminates, THE GROUP will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume (number of claims processed) and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

c. BlueCard Program Fees and Compensation

THE GROUP understands and agrees to reimburse BCBSNE for certain fees and compensation which BCBSNE is obligated under the BlueCard Program to pay to the Host Blues, to the Association and/or to vendors of BlueCard Program-related services. The specific BlueCard Program fees and compensation that are charged to THE GROUP are set forth in Attachment 1. BlueCard Program Fees and compensation may be revised from time to time as described in the "Modifications or Changes to Inter-Plan Arrangement Fees or Compensation" Section below.

2. Special Cases: Value-Based Programs

Value-Based Programs Overview

THE GROUP’s Covered Persons may access Covered Services from providers that participate in a Host Blue’s Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

a. Value-Based Programs under the BlueCard Program

Value-Based Programs Administration

Under Value-Based Programs, a Host Blue may pay providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, a share of target savings, Care Coordinator Fees and/or other allowed amounts.

The Host Blue may pass these provider payments to BCBSNE which BCBSNE will pass directly on to THE GROUP as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

(i) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to THE GROUP via an enhanced provider fee schedule.

(ii) Supplemental Factor: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental
factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time. This pricing method may be used only for non-attributed Value-Based Programs.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

- **Per Attributed Member Per Month (PMPM) Billings:** Per Attributed Member Per Month billings for Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. BCBSNE will pass these Host Blue charges directly through to THE GROUP as a separately identified amount on the group billings.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.

- Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If THE GROUP terminates, you will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

Note: Covered Persons will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

b. **Care Coordinator Fees**

Host Blues may also bill BCBSNE for Care Coordinator Fees for provider services which we will pass on to THE GROUP as follows:

1. PMPM billings; or
2. Individual claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

As part of this Agreement, BCBSNE and THE GROUP will not impose Covered Person cost sharing for Care Coordinator Fees.

c. **Value-Based Programs under Negotiated Arrangements**

If BCBSNE has entered into a Negotiated Arrangement/Negotiated National Account Arrangement with a Host Blue to provide Value-Based Programs to THE GROUP’s Covered Persons, BCBSNE will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted in the BlueCard Program section.

As part of this Agreement, BCBSNE and THE GROUP may agree to waive Covered Person cost sharing for care coordinator fees.

3. **Return of Overpayments**

Recoveries of overpayments/from a Host Blue or its participating and nonparticipating providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, audits (e.g., healthcare provider and hospital bill audits), credit balance audits, utilization review refunds and unsolicited refunds. Recoveries will be applied so that corrections will be made, in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to BCBSNE they will be credited to THE GROUP’s account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments. The fees of such a third party may be charged to THE GROUP as a percentage of the recovery.

Unless otherwise agreed to by the Host Blue, for retroactive cancellations of membership, BCBSNE will request the Host Blue to provide full refunds from participating healthcare providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original claim. For Care Coordinator Fees associated with Value-Based Programs, BCBSNE will request such refunds for a period of only up to ninety (90) days from the termination notice transaction on the payment innovations delivery platform. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue’s state law or healthcare provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements or (c) would jeopardize the Host Blue’s relationship with its participating healthcare providers, notwithstanding to the contrary any other provision of this Agreement.

4. **Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees**

In some instances, federal or state laws or regulations may impose a surcharge, tax or other fee that applies to self-funded accounts. If applicable, BCBSNE will disclose any such surcharge, tax or other fee to THE GROUP, which will be THE GROUP’s liability.

5. **Non-Participating Healthcare Providers Outside BCBSNE’s Service Area**

   a. **Covered Person Liability Calculation**

      i. **In General**
When Covered Services are provided outside of BCBSNE service area by nonparticipating providers, the amount a Covered Person pays for such services will be based on either the Host Blue’s nonparticipating healthcare provider local payment or the pricing arrangements required by applicable state law. In these situations, the Covered Person may be responsible for the difference between the amount that the nonparticipating provider bills and the payment BCBSNE will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

ii. Exceptions

In some exception cases, at THE GROUP’s direction BCBSNE may pay claims from nonparticipating healthcare providers outside of BCBSNE’s service area based on the provider’s billed charge. This may occur in situations where a Covered Person did not have reasonable access to a participating provider, as determined by BCBSNE in BCBSNE’s sole and absolute discretion or by applicable law. In other exception cases, at THE GROUP’s direction BCBSNE may pay such claims based on the payment BCBSNE would make if BCBSNE were paying a nonparticipating provider inside of BCBSNE service area, as described elsewhere in this Agreement. This may occur where the Host Blue’s corresponding payment would be more than BCBSNE in-service area nonparticipating provider payment. BCBSNE may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Covered Person may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment BCBSNE will make for the covered services as set forth in this paragraph.

b. Fees and Compensation

THE GROUP understands and agrees to reimburse BCBSNE for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to THE GROUP are set forth in Attachment 1. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in the “Modifications or Changes to Inter-Plan Arrangement Fees or Compensation” Section below.

6. Blue Cross Blue Shield Global Core Program

a. General Information

If Covered Persons are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: “BlueCard service area”), they may be able to take advantage of the Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although Blue Cross Blue Shield Global Core assists Covered Persons with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Covered Persons receive care from providers outside the BlueCard service area, the Covered Persons will typically have to pay the providers and submit the claims themselves to obtain reimbursement for these services.

• Inpatient Services

In most cases, if Covered Persons contact the service center for assistance, hospitals will not require Covered Persons to pay for covered inpatient services, except for their cost-share amounts/deductibles, coinsurance, etc. In such cases, the hospital will submit Covered
Person claims to the service center to initiate claims processing. However, if the Covered Person paid in full at the time of service, the Covered Person must submit a claim to obtain reimbursement for Covered Services. Covered Persons must contact BCBSNE to obtain precertification for non-emergency inpatient services.

• **Outpatient Services**

Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require Covered Persons to pay in full at the time of service. Covered Persons must submit a claim to obtain reimbursement for Covered Services.

• **Submitting a Blue Cross Blue Shield Global Core Claim**

When Covered Persons pay for Covered Services outside the BlueCard service area, they must submit a claim to obtain reimbursement. For institutional and professional claims, Covered Persons should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider's itemized bill to the service center address on the form to initiate claims processing. The claim form is available from BCBSNE, the service center, or online at www.bcbsglobalcore.com. If Covered Persons need assistance with their claim submissions, they should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

b. **Blue Cross Blue Shield Global Core Program Program-Related Fees**

THE GROUP understands and agrees to reimburse BCBSNE for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to THE GROUP under Blue Cross Blue Shield Global Core are set forth in Attachment 1. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in the “Modifications or Changes to Inter-Plan Arrangement Fees or Compensation” Section below.

7. **Modifications or Changes to Inter-Plan Arrangement Fees or Compensation**

Modifications or changes to Inter-Plan Arrangement fees (Access and AEA) are generally made effective Jan. 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes, BCBSNE shall provide THE GROUP with at least thirty (30) days’ advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and THE GROUP’s right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If THE GROUP fails to respond to the notice and does not terminate this Agreement during the notice period, THE GROUP will be deemed to have approved the proposed changes, and BCBSNE will then allow such modifications to become part of this Agreement.

C. **Rx Nebraska Program Fees:** Prime Therapeutics, LLC, (Prime) is the Pharmacy Benefit Manager which processes pharmacy claims for the Rx Nebraska Program. For pharmacy claims, BCBSNE utilizes Prime to provide network access to network participants and to provide mail service. The Rx Nebraska Program terms and fees are described in Attachment 5.

THE GROUP’s Net Paid Claims will not be reduced by the amount of THE GROUP’s Rx rebates (regardless of whether or not THE GROUP has retained the Rx rebates) for purposes of calculating whether THE GROUP has exceeded its Aggregate Stop Loss Amount.

D. BCBSNE shall provide THE GROUP with a monthly billing reflecting the amount due BCBSNE from THE GROUP, less any credits. This billing will be provided on or before the 10th business day of the following month and shall be payable within 15 days of its mailing by BCBSNE.
Interest will be charged for Net Paid Claims, Administrative Service fees, Stop Loss charges and amounts previously unreimbursed by THE GROUP, which are received more than 15 calendar days after the date notification is mailed.

Interest will be based on a rate of 12% per annum for the actual number of days which have elapsed beyond the 15-day grace period. The interest charge will be added to the next subsequent billing for claims reimbursement and will not be included in the Aggregate Stop Loss Limit. Interest charges will also be applicable on any past due interest charge.

E. In connection with the administration of this Agreement, if at any time BCBSNE shall be or become subject to the imposition of, or any increase in, a premium tax or other tax whatsoever, the amount of compensation shall be increased by a like amount. (The present premium taxes on the Stop Loss premiums are included in the costs shown above, if applicable.) Assessments by a state arising from the operation of the Plan, including but not limited to a surcharge on claims and/or an assessment on residents of that state, shall be considered a tax for purpose of this paragraph.

If a change in a law or regulation occurs during the term of this Agreement which results in additional administrative costs such increases in cost will be communicated to and incurred by THE GROUP.

F. BCBSNE may employ the services of an outside company to seek recovery of credit balances from providers and facilities. The outside company may: a) retain a percentage of the monies recovered as compensation for its services. The remaining balance will be refunded to THE GROUP; or b) charge BCBSNE a fee as compensation for its services. In that instance, the Claims Analysis Report will reflect the full amount of the recovery as a credit. Any fee associated with the collection of these recoveries will be reflected as a charge on the summary invoice provided to THE GROUP.

G. This Agreement is effective only as to expenses incurred after the effective date of this Agreement, and prior to its termination, subject to Part IX.

VII.

LITIGATION

Should suit be filed against BCBSNE or THE GROUP, or both, for damages or equitable relief, arising out of a determination of benefits, the parties agree to cooperate fully and assist one another in the defense of such claims. Should BCBSNE be named as a defendant in such a suit, BCBSNE shall maintain primary control of such litigation, including the selection of counsel; however, notice will be provided to THE GROUP. Reimbursement will be made to BCBSNE by THE GROUP for the amount of any benefits determined to be payable pursuant to the Benefit Plan Document, by way of settlement or award pursuant to judgment, and THE GROUP shall be responsible for the fees of any separate counsel retained to represent its interests independently. If Plaintiff’s attorney fees or taxable court costs are a part of the settlement or award, the parties agree they will split such fees and costs evenly.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska (without regard to any conflict of laws provisions) to the extent such law shall not have been preempted by ERISA or other applicable federal law. The venue for any actions shall be a court with appropriate jurisdiction in Douglas County, Nebraska.
VIII.

TERM

This Agreement shall become effective on the date indicated herein (the “Effective Date”) and shall remain in effect for a period of one year commencing on the Effective Date. It may be extended by written consent of both parties, with such modifications as shall be agreed to by the parties.

This Agreement may be non-renewed, discontinued, or terminated immediately upon written notice by BCBSNE to THE GROUP, if:

1. THE GROUP fails to meet its financial obligations;

2. there is no longer any Subscriber who lives, resides or works in a Service Area where BCBSNE is licensed;

3. THE GROUP has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact in connection with the coverage, or with respect to coverage of individual insureds, or their representatives; or

4. the headquarters of the Employer are no longer located in the State of Nebraska.

This Agreement may be terminated by either party, without cause, but any such termination shall only be effective commencing with the first day of the month at least 60 days following written notice to the other party. BCBSNE will not notify individuals in THE GROUP of THE GROUP’s termination, nor will any conversion coverage be provided to such individuals. Termination shall not affect any claim for Covered Services provided before the effective date of termination.

IX.

PROCESSING OF CLAIMS IN THE EVENT OF TERMINATION

In the event of termination of this Agreement, liability for unreported and pending claims as of the date of termination rests with THE GROUP. The following administrative alternatives are available and the selected option is indicated in Attachment 1, section D:

A. THE GROUP will arrange with another claims administrator for processing, handling and payment of such claims as are incurred during the Term of this Agreement, but not submitted for payment until after the termination date. BCBSNE will have no responsibility for such claims except to notify the Covered Person/Provider of the termination date. Covered Person/Provider must resubmit the claims to either the new claims administrator or THE GROUP, as instructed by THE GROUP.

or

B. THE GROUP will arrange with BCBSNE for payment of such claims. Unless the parties agree otherwise, BCBSNE will continue to process claims for services provided during the Term of this Agreement for a period of 15 months after termination of this Agreement. The advance deposit will be returned as set forth on Attachment 2, Section A., 2.
THE GROUP agrees to compensate BCBSNE as provided herein. BCBSNE will send a monthly invoice reporting the amount of claims reimbursement and Administrative Expense for Net Paid Claims during the preceding month. The Administrative Expense applicable to the processing of such claims shall be determined by BCBSNE after notification of termination is received. BCBSNE will have no financial risk or obligation for claims incurred after the current or prior Terms of the Agreement, i.e., there is no limit to the extent of THE GROUP’s liability under this paragraph B. as benefits paid pursuant to this Part IX. shall not apply to any Stop Loss coverage. BCBSNE may request THE GROUP to provide a letter of credit guaranteeing payment up to an amount determined by BCBSNE to be the estimated liability for these payments.

The alternative selected is indicated on Attachment 1, D.

The Reserve for Unreported and Pending Claims at the end of the Term of this Agreement is indicated on Attachment 4.

X.

DATA

Data contained in membership files submitted to BCBSNE by THE GROUP are the property of THE GROUP. Once files which are submitted to BCBSNE are entered into BCBSNE proprietary systems, the data produced, extracted or reported from the BCBSNE systems is the property of BCBSNE (“BCBSNE Proprietary Data”). Any requests for disclosures to third parties or uses of BCBSNE Proprietary Data by THE GROUP shall require mutual consent of the parties hereto.

XI.

NONASSIGNMENT

BCBSNE may not assign its rights or obligations under this Agreement without the written consent of THE GROUP, provided, however, that any reinsurance obtained by BCBSNE shall not constitute an assignment hereunder.

XII.

STOP LOSS PROVISION

If Stop Loss coverage is selected, the applicable Stop Loss contract will be delivered as a separate document.
XIII.

MODIFICATION

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent may change this Agreement in any way. No change in this Agreement shall be valid until approved in writing by an officer of each of the parties. Any such change, however, shall be effective at the time, and with respect to the eligible Employees, therein provided.

XIV.

GENERAL PROVISIONS

A. If any term of this Agreement is declared invalid by a court, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

B. Failure by THE GROUP or BCBSNE to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section XIII.

C. This Agreement (including Attachments) is the full Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and representations between the parties, other than the separate applicable Business Associate Contract and, if applicable, the separate Stop Loss Contract. This Agreement shall be construed, enforced, and governed by the laws of the State of Nebraska.

D. Notwithstanding any provision contained herein to the contrary, THE GROUP shall have sixty (60) days from the earlier of the date of THE GROUP’s receipt of this Agreement or the date of THE GROUP’s consultant’s receipt of this Agreement, to review, and accept or reject, the terms of this Agreement. In the event that THE GROUP does not execute this Agreement within sixty (60) days of receipt, THE GROUP agrees that the continuation of administration payments, including administrative service fees, will be considered as acceptance of the terms of this Agreement, as determined by BCBSNE.

E. THE GROUP must provide BCBSNE with all information which BCBSNE may reasonably request with regard to any matters pertaining to the Plan, including, but not limited to, information necessary to comply with state or federal laws or regulations. BCBSNE has the right to request information at any time. THE GROUP agrees to indemnify and hold BCBSNE harmless against any and all loss, damage, expenses, and penalties imposed by law with respect to THE GROUP’s failure to provide BCBSNE with requested information, THE GROUP’s failure to provide accurate information, and/or THE GROUP’S failure to reasonably cooperate with BCBSNE as may be required with regard to any matters pertaining to this Agreement, including compliance with state or federal laws and regulations.

F. THE GROUP agrees that BCBSNE, along with its affiliates and/or vendors, may call or text any phone numbers THE GROUP or its Covered Persons give to BCBSNE, including a wireless number, using an automatic telephone dialing system and/or a prerecorded message. Without limit, these calls may pertain to plan administration, treatment options, other health-related benefits and services, enrollment, payment, or billing.
G. BCBSNE does not engage in the practice of medicine and all Contracting Providers provide Covered Services under the terms of the Plan as independent practitioners of the healing arts. Such providers are not employees or agents of BCBSNE or the On-site plan, and BCBSNE will not be liable for any act, error or neglect of any Hospital, Physician or other provider or their agent, employee, successor or assignee.

H. BCBSNE’s entire liability shall not exceed the amount of benefits provided under the Plan, regardless of the form of the action. In no event shall BCBSNE be liable for consequential, incidental, special or indirect damages regardless of whether it has been advised of the possibility of such damages.

I. All statements, in the absence of fraud, made by THE GROUP or the Covered Person will be deemed representations and not warranties. No such statements will void coverage or reduce the Plan benefits unless contained in the attached Summary Plan Description, the Client Profile, or the Subscriber’s enrollment information. Neither acceptance of premium nor payment of Claims will constitute a waiver of available defenses.

J. The rights and obligations of the parties as set forth in this Agreement shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the parties as expressed herein. This section shall not obligate BCBSNE to pay any claims (regardless of the dates incurred), or perform claims administrative functions, after the termination of this Agreement, for any reason whatsoever, unless otherwise agreed upon by the parties.

K. Notice shall be mailed to the following addresses:

   Attn: General Counsel
   BCBSNE
   P.O. Box 3248
   Omaha, Nebraska, 68180-0001.

The Subscriber’s address is the most recent address appearing on BCBSNE records.

THE GROUP’s address is shown on the Summary Plan Description and the Client Profile.

City of Fremont

(PLAN SPONSOR / THE GROUP)

By __________________________________________
Signature

Title __________________________________________

Address ________________________________________

City ___________________ State __________ Zip Code __

BLUE CROSS AND BLUE SHIELD OF NEBRASKA (BCBSNE)

By __________________________________________
Signature

Title __________________________________________

Mailing Address: P.O. Box 3248
Omaha, NE 68180-0001

Date: ________________________________________

City of Fremont  (PLAN SPONSOR / THE GROUP)

By __________________________________________
Signature

Title __________________________________________

Address ________________________________________

City ___________________ State __________ Zip Code __

Date: ________________________________________
ADMINISTRATIVE SERVICES AGREEMENT
SUMMARY

Group: City of Fremont

Effective Date: October 1, 2019 through September 30, 2020

Group No.: 305349 & 101425

Summary Plan Description Number and revision date: 98-652 medical 98-667 dental

N/A Plan Assets. X General Assets.

A. Administrative Service Fee:

1. N/A% of Net Paid Claims for health coverage.
2. N/A% of Net Paid Claims for dental coverage.
3. $44.00 per enrolled Subscriber per month under health coverage.
4. $3.90 per enrolled Subscriber per month under dental coverage.
5. $0.65 per enrolled Subscriber per month under health coverage for utilization management.
6. $0.25 per enrolled Subscriber per month under health coverage for telehealth services through American Well.
7. $N/A per enrolled Subscriber per month under health coverage for external reinsurer reporting services.
8. $N/A per enrolled Subscriber per month under health coverage for external pharmacy benefit management (PBM) reporting services.
9. $ N/A for external PBM implementation.
10. $N/A per enrolled Subscriber per month under health coverage for external subrogation reporting services.
11. $N/A for external subrogation implementation.

B. Out-of-Area Service Fees

1. BlueCard Fees:
   a. Access Fee: The standard Access Fee will be the percentage listed below of the Discount not to exceed $2,000 for any claim in another plan area. (Included in Net Paid Claims)

      (1) 4.14% for period October 1, 2019, through December 31, 2019; and
      (2) 3.97% for period January 1, 2020, through September 30, 2020.
b. Administrative Expense Allowance (AEA): The standard AEA Fee is $5 for physician/professional claims and $11 for institutional claims incurred in other plan areas with a Contracted Provider.

2. Other Out-of-Area Services Fees:
   a. For both physician/professional and institutional claims incurred in other plan areas with non-contracted providers, the AEA will be $3.00 per claim.
   b. For international claims, the standard AEA Fee will be $4.75 for professional claims $17 for institutional claims, and $3.75 for Covered Person-submitted claims.

C. Commissions:
1. ❌ No commission is payable to an agent of record.
2. N/A The commission payable to the agent of record is $N/A each month.
   a. N/A This amount is not included in the Administrative Service Fee in A. above and will be billed additionally.
   b. N/A This amount is included in the Administrative Service Fee in A. above.

3. N/A The commission payable to the agent of record is N/A % of the total applicable Specific and Aggregate Stop Loss monthly premiums charged to THE GROUP as indicated in Attachment 3, Part III. The commission amount is included in the Stop Loss premium and will not be billed separately to THE GROUP.

D. Termination Provisions: In event of termination of this Agreement, the alternative selected by THE GROUP is:
1. N/A THE GROUP will arrange with another claims administrator for processing, handling and payment of such claims as are incurred during the Term of this Agreement, but not submitted for payment until after the termination date.
2. ❌ THE GROUP will arrange with BCBSNE for payment of such claims.

E. Stop Loss Guarantees: Stop Loss premiums for the Contract Period, if applicable, are addressed in the Stop Loss Contract. Stop Loss premium guarantees for future contract year(s) have been offered and accepted by THE GROUP, subject to size variance limitations, benefit changes and/or contract changes made by THE GROUP.
1. N/A The Specific Stop Loss premium for the period _______ through _______ is guaranteed not to increase more than _____% for the contract year _______ through _______.
2. N/A The Aggregate Stop Loss premium for the period _________ through _________ is guaranteed not to increase more than _____% for the contract year _______ through _______.

F. Subrogation Recovery Fee: 25% of all recoveries.
SPECIAL FINANCING ARRANGEMENTS

A. **N/A No Special Financing Arrangement:** There are no special financing arrangements under this Agreement. BCBSNE shall make payments for claims out of its own funds, subject to reimbursement from THE GROUP.

1. THE GROUP shall remit to BCBSNE an advance deposit of $N/A.

2. N/A THE GROUP shall remit to BCBSNE an additional advance deposit of $. The current advance deposit held by BCBSNE is $ and the total amount upon receipt of the amount specified above will be $.

   BCBSNE will credit such advance deposit in the name of THE GROUP. Six months following termination of this Agreement, BCBSNE shall return 50% of THE GROUP’s advance deposit. As stated at Part IX., BCBSNE will continue to pay claims for a period of 15 months (or a previously agreed-upon runout period). Within 30 days following this period, BCBSNE shall refund the balance of the advance deposit less any deficits from previous billings.

3. X BCBSNE has agreed to waive the advance deposit, if daily or weekly wire transfer is made.

B. **X Special Financial Arrangements:** Pursuant to the following, BCBSNE has agreed to waive the advance deposit:

1. BCBSNE shall make payments for claims out of its own funds, subject to reimbursement from THE GROUP. BCBSNE shall (N/A daily, X weekly, etc.) notify THE GROUP of the amount of payments which have been made since the last previous notification. THE GROUP shall reimburse BCBSNE within 24 hours of each notification, and be responsible for all service charges made for maintenance and use of any wire transfer arrangement between its bank account and BCBSNE's account.

   At the end of each month, a summary report will be provided to THE GROUP, showing individual Net Paid Claims, refunds or other adjustments, correction entries, Stop Loss adjustments, the Administrative Service Fee, AEA Fee, Stop Loss premiums and Total Net Paid Claims. Any additional amount due will be payable within 15 days of the mailing of the summary invoice by BCBSNE.

2. BCBSNE employees authorized to notify THE GROUP of the amounts required are:

   Dave Sederburg    Lindsay Dotson    Suzanne Hansen  
   Mike Fye          Michelle McKibbon  
   Mark Schadde      Chaundra Bluvas-Bodfield

3. THE GROUP’s employees who are authorized to communicate with BCBSNE’s authorized employees are: Joellen Sheets  Jody Sanders  Jennifer McDuffee  Jessica Reed

   Upon written request, either party may add or delete names of the employees who are authorized to communicate with the other party.
FUNDING RATES

The amount of recommended monthly charges to be collected and retained by THE GROUP shall be determined by THE GROUP. THE GROUP agrees to hold BCBSNE harmless in the event of insufficient funding by THE GROUP.
RESERVE FOR UNREPORTED AND PENDING CLAIMS
AT THE END OF THE TERM OF THIS AGREEMENT

The current estimate by BCBSNE of the potential liability, excluding Administrative Expense, of THE GROUP in the event of termination of this Agreement during, or at the end of the Term of this Agreement will be determined by THE GROUP.
ATTACHMENT 5

City of Fremont ____________________________ October 1, 2019 ____________________________
“THE GROUP” Effective Date

RX NEBRASKA PROGRAM

BCBSNE will provide pharmacy benefit management services as described herein. To the extent not specifically described in this Attachment 5, the terms of the Administrative Service Agreement shall control the administration of THE GROUP’s pharmacy benefits.

1. DEFINITIONS

Whenever used in this Attachment, the following definitions apply:

A. “Average Wholesale Price” (AWP) means the average wholesale price of a prescription drug as set forth by the Pricing Source and in accordance with the NDC-11 price at the time a Claim is processed. The price file will be updated no less frequently than once every three (3) business days through the Pricing Source.

B. “Brand Drugs” means those pharmaceuticals designated by the Pricing Source as having a multi-source indicator of M, N, or O or as otherwise defined by Pricing Source.

C. “Claim” or “Claims” means requests for payment submitted by Network Participants or Members for pharmaceutical products or services.

D. “Claims Adjudication” means the determination of whether a given Claim is entitled to reimbursement pursuant the terms and conditions of a Benefit Plan and the amount payable to or by a Network Participant or Member pursuant to such Benefit Plan, the applicable Network Contract and any other applicable factors, including any Copayment/Deductible or Coinsurance payable by a Member, as well as concurrent (on-line at point of service) Drug Utilization Review.

E. “Coinsurance” means that portion of the amount claimed for Covered Prescription Drug Services, calculated as a percentage of the charge for such services, which is to be paid by Members pursuant to the Member’s Plan.

F. “Compound Drug” means a prescription where two or more pharmaceutical products are mixed together, and which, at a minimum, one pharmaceutical product must be a Federal Legend Drug. The end product must not be available in an equivalent commercial form. The product will not be considered a Compound Drug if it is reconstituted or if, to the active ingredient, only water, alcohol, flavoring, coloring or sodium chloride solutions are added.

G. “Copayment/Deductible” means a fixed dollar portion of the amount claimed for Covered Prescription Drug Services that is to be paid by Members pursuant to the Member’s Plan.

H. “Covered Prescription Drug Services” means the managed pharmacy services/pharmaceutical products available to Members and eligible for reimbursement pursuant to the Member’s Benefit Plan.

I. “Dispensing Fee” means the fee paid to Network Participants for the professional service of filling a prescription and is typically added to the submitted ingredient cost or contracted rate.

J. “Drug Utilization Review” or “DUR” means the process whereby the therapeutic effects and cost effectiveness of various drug therapies are reviewed, monitored and acted upon consistent with the Member’s Benefit Plan.
K. “Electronic Prescribing” or “E-prescribing” means the process of creating, storing and transmitting prescription information electronically, either by computer or hand-held device.

L. “Extended Supply Network” or “ESN” means the retail Network Participants who have agreed to provide Members more than a one month's (or as mutually agreed) quantity supply of Covered Prescription Drug Services provided that the Member’s Benefit Plan has a mail service benefit and a retail quantity days’ supply limit of one month (or as mutually agreed).

M. “Federal Legend Drug” means a pharmaceutical product, which is required by law to bear on its packaging, "Caution: Federal law prohibits dispensing without a prescription" or "Rx Only".

N. “Foreign Drug Claims” means Claims submitted through the Paper Claim process for reimbursement of pharmaceutical products purchased outside of the United States.

O. “Formulary” means a list of various pharmaceutical products which is available to Network Participants, members, physicians or other health care providers for purposes of providing information about the coverage and tier status of Covered Prescription Drug Services.

P. “Generic Drugs” means all drugs that are not defined as “Brand Drugs.”

Q. “Mail Service” means the services through which Members may receive prescription drugs through the mail from a mail order pharmacy that has entered into an agreement to provide such services.

R. “Manufacturer” means a company that manufactures and/or distributes pharmaceutical drug products.

S. “Maximum Allowable Cost” or “MAC” means the highest cost at which a Benefit Plan will reimburse Network Participants or Members for pharmaceutical products present on the MAC list at the time of service.

T. “Maximum Allowable Cost List(s)” or “MAC List(s)” means a proprietary database listing, owned and maintained by BCBSNE or its designee, of multi-source pharmaceutical drug products and supplies and the corresponding MAC.

U. “Member” means an individual who is eligible to receive Covered Prescription Drug Services at the time of service.

V. “Network” or “Pharmacy Network” means the group of pharmacies that have been accepted as Network Participants and have entered into agreements with BCBSNE or its designee to provide Covered Prescription Drug Services to Members.

W. “Network Contract” means a contract between a Network Participant and BCBSNE or its designee to provide Covered Prescription Drug Services to Members, as may be amended at any time.

X. “Network Participant” or “Participating Pharmacy” means each individual pharmacy, chain or other dispensing provider that has entered into a Network Contract with BCBSNE or its designee to provide Covered Prescription Drug Services to Members.

Y. “Open Refill Transfer File” means a data file created by the Plan’s previous pharmacy benefit manager containing its members’ mail prescriptions, thus enabling a subsequent pharmacy benefit manager, such as BCBSNE or its designee, to continue to fill those open mail prescriptions.

Z. “Over the Counter Drugs” or “OTC Drugs” are products classified as OTC by Medi-Span as of the fill date based on the NDC-11 dispensed.

AA. “Paper Claims” means the prescription drug services that are submitted to BCBSNE for adjudication through the use of a paper claim form, generally by a Member subsequent to the point of sale.
BB. “Plan” or “Benefit Plan” means the processing parameters and other information entitling a Member to receive Covered Prescription Drug Services.

CC. “Pricing Source” means Medi-Span, or such other national drug database as BCBSNE may solely designate, which establishes and provides updates to BCBSNE no less frequently than once every three (3) days, or as otherwise required by law, regarding the AWP or other alternative pricing benchmark as determined by BCBSNE for Covered Prescription Drug Services.

DD. “Provider Tax” means any tax on a Covered Prescription Drug Service required to be collected or paid by a retail or mail seller for a Covered Prescription Drug Service.

EE. “Rebate(s)” means retrospective reimbursement of monetary amounts by a Manufacturer under a Manufacturer’s discount program with pharmacy management vendor for pharmaceutical products of that Manufacturer dispensed to a Member, for which the conditions precedent to receiving such monetary amounts are satisfied. Rebates do not include manufacturer administration fees, which are fees or other compensation received by BCBSNE and/or a pharmacy management vendor from a Manufacturer for services relating to the administration of Rebates under an agreement.

FF. “Specialty Pharmacy” means a licensed pharmacy designated by BCBSNE, or its designee, to provide Specialty Pharmaceutical Products. The list of Specialty Pharmacies may change at any time without notice.

GG. “Specialty Pharmaceutical Product(s)” means designated complex injectable and oral drugs, generally covered up to a 30-day supply, which have very specific manufacturing, storage, and dilution requirements. Specialty drugs are drugs including, but not limited to drugs used for: multiple sclerosis; rheumatoid arthritis; hepatitis C; Crohn’s disease; anemia; and hemophilia. Specialty drugs may only be available through designated Specialty Pharmacies. BCBSNE reserves the right to change designated Specialty drugs and suppliers at any time without prior notice.

HH. “Usual and Customary” or “U&C” means the lowest price, including any Dispensing Fee and Vaccine Dispensing Fee a Network Participant would charge a particular customer if such customer were paying cash for the identical prescription drug service on the date dispensed. This includes any applicable discounts including but not limited to senior discounts, frequent shopper discounts, and other special discounts offered to attract customers.

II. “Vaccine Dispensing Fee” means the fee paid to the Network Participant for the professional service of administering a vaccine and is added to the submitted ingredient cost or contracted rate.

2. GENERAL SERVICES

A. Claims Processing. BCBSNE will process Claims for Covered Prescription Drug Services electronically submitted by Network Participants and Paper Claims received from a Member according to Plan and eligibility information and will pay eligible Claims and provide to the submitting entity electronic notification of declined or ineligible Claims.

Claims are processed in accordance with the applicable Network Contract using “lesser of” pricing methodology, meaning Claims will be paid at the lesser of (i) the contracted rate (either a discount off of the applicable AWP or the MAC price) plus Dispensing Fee, Vaccine Administration Fee, and any other taxes and fees; (ii) the Network Participant’s submitted ingredient cost plus Dispensing Fee, Vaccine Administration Fee, and any other taxes and fees; or (iii) the Network Participant’s submitted U&C. The applicable AWP used for retail and Specialty Pharmacy will be based on the package size submitted. The applicable AWP for Mail Service will generally be based on the NDC dispensed.

B. Formulary Services. Subject to certain limitations, BCBSNE will develop, maintain, and update its Formulary or Formularies. THE GROUP acknowledges and agrees that BCBSNE may, from time to time, consistent with the Plan, promote the dispensing of pharmaceutical products in a manner consistent with the designated Formulary.
C. **Rebate Management.** BCBSNE will obtain Rebates for some Covered Prescription Drug Services from Manufacturers. Such Rebate arrangements are based on volume purchase discounts or other similar arrangements with Manufacturers.

D. **Utilization Management.** BCBSNE may provide cost containment programs in the form of utilization management programs on behalf THE GROUP. If provided, such services may be subject to additional fees as described in the Pharmacy Program Fees Exhibit, if applicable.

E. **E-Prescribing.** BCBSNE or its designee will support e-Prescribing transaction standards for eligibility, formulary, and medication history to allow prescribers to electronically send Members’ prescriptions directly to a Network Participant from the point-of-care.

F. **Special Projects.** Special projects, including any additional fees, may be mutually agreed to by the parties and described in this Agreement, an amendment to this Agreement, or in a separate agreement (e.g., a Non-Standard Benefit or Service Agreement).

G. **Audits.** THE GROUP, or a mutually agreed upon independent third-party auditor who agrees to the terms of a confidentiality agreement, may conduct an annual audit as it relates to the administration of this agreement. The rights granted to THE GROUP by this section shall be limited to one audit or inspection during any twelve (12) month period, upon at least forty-five (45) days’ written notice to BCBSNE, and shall be subject to the terms and conditions of the audit guidelines between BCBSNE and PBM.

H. **Cooperation upon Termination.** Should THE GROUP terminate this Agreement, BCBSNE will provide all standard industry PBM transition/data files that will be used by the new PBM to minimize member disruption, including BCBSNE agreed upon claims files, prior authorization files, accumulator files, mail open refill files, both pre and post termination date. THE GROUP will reimburse BCBSNE any fees BCBSNE’s pharmacy management vendor charges BCBSNE for providing such electronic files, including the fee for sending the mail outbound refill file. Such fees will be included on THE GROUP’s monthly billing and shall be payable within 15 days of mailing by BCBSNE.

### 3. REBATE MANAGEMENT SERVICES

A. **Negotiating Rebates.**

On its own behalf, BCBSNE or its designee have entered into, and may in the future, enter into arrangements with Manufacturers under which a portion of prescription drug charges are rebated. In addition, pharmacy management vendors may receive administrative reimbursement or fees directly from BCBSNE or drug or other companies for administrative services they deliver for BCBSNE and those companies. These amounts are not considered Rebates as described here. Pharmaceutical Rebates may be associated with drug claims processed under the Plan’s pharmacy benefit. These Rebates amount vary, and may change during the year, based upon the status of a drug in BCBSNE’s prescription drug formulary, drug utilization, benefit coverage, unexpected generic launches, and other factors. The calculation and apportionment of Rebates is subject to the terms and conditions of the applicable Manufacturer Agreement between the Manufacturer and BCBSNE or its designee. BCBSNE cannot guarantee that Rebates will accrue for any products or Covered Prescription Drug Services utilized by Members.

BCBSNE will credit to Plan’s account 100% of the allocated Rebates it receives from its pharmacy management vendor(s). In some cases, BCBSNE’s pharmacy management vendor receives Manufacturer administrative fees, which are retained by the vendor unless otherwise noted in the Pharmacy Program Fees Exhibit, if applicable.

B. **Rebate Payments.**

BCBSNE will have the right, upon notice, to make an adjustment to the Rebates if Rebate revenue is decreased because Brand Drugs lose their patent, move to generic status, or there is a change in
law. The calculation and apportionment of Rebates is subject to the terms and conditions of the applicable Manufacturer Agreement between the Manufacturer and BCBSNE or its designee. BCBSNE cannot guarantee that Rebates will accrue for any products or Covered Prescription Drug Services utilized by Members.

C. **Rebate Payment Schedule.**

Rebates (net of pharmacy administration fees, if applicable) will be credited to THE GROUP on or before the 10th day of the month following the month in which the Rebates are received by BCBSNE.

D. **Rebates Upon Termination.**

In the event this Agreement is terminated for any reason, BCBSNE may withhold from Rebate payments to be paid to THE GROUP after such termination a total amount equal to ten percent (10%) of the estimated amount of monies ("Withheld Amount"), as determined by BCBSNE, that THE GROUP may owe to BCBSNE as a result of overpayments of Rebates by Manufacturers. Upon final allocation of the last complete open quarter but in no event later than twelve (12) months following the date of termination, BCBSNE will pay to THE GROUP the Withheld Amount, less any monies definitively determined as a result of any Manufacturer audits or otherwise to be owed to BCBSNE from THE GROUP due to an overpayment of Rebates ("Overpaid Rebates"). In the event that Overpaid Rebates are greater than the Withheld Amount, a determination that must be made no later than twelve (12) months following the date of termination, an amount equal to the difference between the Overpaid Rebates and the Withheld Amount will be paid by THE GROUP to BCBSNE (or be subject to the set off provisions) within thirty (30) days of BCBSNE’s notification of same.
Kogenate Discount Guarantee

<table>
<thead>
<tr>
<th>GPI Number</th>
<th>Generic Name (RECOMBINANT) FOR INJ KIT</th>
<th>NDC</th>
<th>Brand Name</th>
<th>ROA</th>
<th>Exclusive Rate</th>
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<tr>
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<td>ANTIHEMOPHILIC FACTOR FOR INJ KIT 250 UNIT</td>
<td>00026378220</td>
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<td>37.50%</td>
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Criteria:

- Core Category of the drug above is HEMOPHILIA.

- Dispensing fee will be $0.00 for those drugs dispensed through Prime Specialty Pharmacy.

- Should a patient request special shipping requirements (expedited shipping, Saturday delivery, etc.), the patient shall be charged for the cost differential.

- All fees include normal supplies required for administration, except supplies for home infusion services including pumps and tubing, for which a per diem rate shall be charged.

- All fees include shipping and delivery charges for common carrier.

- Exclusive rate guarantee assumes City of Fremont has elected Prime Specialty Pharmacy as the exclusive specialty pharmacy.

- If City of Fremont does not elect Prime to be the exclusive specialty pharmacy, changes in rates will apply.

- Guarantee is only valid for drugs dispensed via Prime Specialty Pharmacy.
<table>
<thead>
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<th>Criteria (CONTINUED):</th>
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<tr>
<td>- If changes occur within the PBM marketplace which lead to a significant deviation</td>
</tr>
<tr>
<td>from the current economic environment, both parties agree to proactively amend the</td>
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<tr>
<td>contract to make all parties commercially reasonably economically neutral.</td>
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<tr>
<td>- These guarantees are subject to change in the event that any law, regulation,</td>
</tr>
<tr>
<td>interpretation of a law or regulation, or any change within the PBM marketplace</td>
</tr>
<tr>
<td>would lead to a deviation from the current economic environment upon which these</td>
</tr>
<tr>
<td>guarantees are based.</td>
</tr>
<tr>
<td>- Both parties agree to proactively amend the contract in the event changes in the</td>
</tr>
<tr>
<td>discount outside the control of Prime Specialty Pharmacy change the contracted rate</td>
</tr>
<tr>
<td>(i.e., medication shortages, changes in ownership of the medication).</td>
</tr>
<tr>
<td>- Guarantee is effective from 10/1/2019 through 9/30/2020.</td>
</tr>
</tbody>
</table>
This document serves as the Amendment to the Group’s Client Profile (the “Amendment”). Together, the Amendment and the Client Profile set forth group demographic information and specific plan terms, requirements, and benefit design elements. The Client Profile and the Amendment are part of the Benefit Plan Document, which includes the Administrative Services Agreement (ASA), Summary Plan Description (SPD), and are incorporated therein by this reference.

By signing this agreement, I represent that I am authorized to obtain coverage on behalf of the Group Health Plan. I have read and understand the Provisions of the Amendment, the Plan Comparison document, the ASA Modifications summary and the existing Client Profile for Claim Administration Services and certify that all information herein is true and accurate and agree to the provisions specified. The Amendment only reflects benefit plan changes requested by the Group and/or its agent and any updates made by Blue Cross and Blue Shield of Nebraska to the prior year’s Client Profile. I understand that if any information on the Amendment or the Client Profile is in conflict with the proposal, BCBSNE reserves the right to recalculate and change the rates previously proposed, or to decline coverage. I understand the possible effect of canceling current group plan coverage or administrative services prior to receiving final approval from BCBSNE.
Blue Cross and Blue Shield of Nebraska is an Independent Licensee of the Blue Cross and Blue Shield Association

I certify that I have verified the information in this Client Profile and it is true and accurate to the best of my knowledge.

Signature _______________________________ Title _______________________________

Date _______________________________ Typed Title _______________________________

Typed Name _______________________________
**Client Profile Amendment**

- **Group Account Name:** City of Fremont
- **Group Account Number:** 101425
- **Effective Date:** 10/1/2019
- **Date Generated:** 8/6/2019

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- **AE:** Traci Larson
- **ASR:** Bob Basile
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<td>Unlimited sessions per diagnosis during the preceding 3 months. No session limits, diagnosis based on medical policy.</td>
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<tr>
<td>Pharmacy</td>
<td></td>
<td></td>
<td>If network chosen is C or G, please fill out the below for extended supply fills:</td>
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<tr>
<td>Pharmacy</td>
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<td>For Out-of-Network claims, in-network coinsurance and copay benefits will apply, plus a 25% penalty</td>
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<td>1-888-592-8961 (Standard) 1-844-201-0763 HE Group</td>
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<td>C36</td>
<td>ID cards</td>
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### Applicant Certification and Signature

This document serves as the Amendment to the Group’s Client Profile (the “Amendment”). Together, the Amendment and the Client Profile set forth group demographic information and specific plan terms, requirements, and benefit design elements. The Client Profile and Amendment are part of the Benefit Plan Document, which includes the Administrative Services Agreement (ASA), Summary Plan Description (SPD), and are incorporated therein by this reference.

By signing this agreement, I represent that I am authorized to obtain coverage on behalf of the Group Health Plan. I have read and understand the Provisions of the Amendment, the Plan Comparison document, the ASA Modifications summary, and the existing Client Profile. I certify that all information herein is true and accurate and agree to the provisions specified. The Amendment only reflects benefit plan changes requested by the Group and/or its agent and any updates made by Blue Cross and Blue Shield of Nebraska to the prior year’s Client Profile. I understand that if any information on the Amendment or the Client Profile is in conflict with the proposal, BCBSNE reserves the right to recalculate and change the rates previously proposed, or to decline coverage. I understand the possibility of canceling current group plan coverage or administrative services prior to receiving final approval from BCBSNE.

<table>
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<tr>
<td>Signature</td>
<td>Date</td>
<td>Title</td>
</tr>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td>Typed Name</td>
<td></td>
<td>Typed Title</td>
</tr>
</tbody>
</table>

### Agent Certification

I certify that I have verified the information in this Client Profile and it is true and accurate to the best of my knowledge.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td>Typed Name</td>
<td></td>
<td>Typed Title</td>
</tr>
</tbody>
</table>

---

Blue Cross and Blue Shield of Nebraska is an Independent Licensee of the Blue Cross and Blue Shield Association.
This Stop Loss Contract (Contract) is offered by Blue Cross and Blue Shield of Nebraska (BCBSNE), Inc., a domestic insurance company, licensed by the State of Nebraska.

Blue Cross and Blue Shield of Nebraska and the Group agree to the terms as described herein during the Contract Term. This Contract is effective beginning 12:01 a.m. on the effective date stated in the Administrative Services Agreement, in consideration of the payment of premiums, charges or as otherwise provided.

Only Blue Cross and Blue Shield of Nebraska can approve a change to this Contract and that change must be in writing. No agent may change the Contract in any way.

This Contract is made in and governed by the laws of the State of Nebraska. Defined terms are capitalized in this Contract.

BLUE CROSS AND BLUE SHIELD OF NEBRASKA

By:
Steven H. Grassfield, President and Chief Executive Officer
PART I. RECITALS

A. The Group has established and maintains a self-funded employee welfare benefit plan, which provides, among other things, various benefits to Covered Persons in the Plan.

B. BCBSNE provides certain services to the Plan pursuant to the Administrative Services Agreement.

C. Claims are administered according to the Benefit Plan Document, as amended.

D. BCBSNE has agreed to provide Stop Loss coverage to the Group as indicated in Part II. below.

E. The Group and BCBSNE intend this Contract to be between and for the benefit of each other.

PART II. STOP LOSS COVERAGE

(Check the applicable provisions for A. and B.)

A. ___ X Individual Stop Loss: BCBSNE will reimburse the Group for 100% of any excess over the Individual Stop Loss Amount, if, during the Contract Term, the total amount of eligible Net Paid Claims for any Covered Person exceeds the Individual Stop Loss Amount of $225,000. This reimbursement will be made the month after such Individual Stop Loss Amount is exceeded. In addition, any final adjustment will be included following the end of the Term, subject to the applicable stop loss reimbursement terms. The Individual Stop Loss Amount is subject to the Total Benefits maximum, if any as indicated in the Benefit Plan Document.

The Individual Stop Loss does not apply to claims incurred under dental coverage or coverage secondary or supplemental to Medicare, to expenses incurred for Covered Services over the Individual’s total benefits payable, or to ineligible claims.

The Group has elected to Laser the following individual(s) at the deductible indicated below:

<table>
<thead>
<tr>
<th>Individual</th>
<th>Social Security Number</th>
<th>Laser Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>XXXXXXXXXXXXXXXXXXXXXXX</td>
<td>XXX-XX-XXXX</td>
<td>$600,000</td>
</tr>
<tr>
<td>XXXXXXXXXXXXXXXXXXXXXXX</td>
<td>XXX-XX-XXXX</td>
<td>$300,000</td>
</tr>
</tbody>
</table>

The stated Laser Deductible supersedes the Individual Stop Loss Amount for each individual listed above.

1. Claims eligible for reimbursement under Individual Stop Loss must be incurred on or after October 1, 2016 and before October 1, 2020. In addition, eligible claims must be paid on or after October 1, 2019 and before October 1, 2020.

2. Coverages eligible for Individual Stop Loss coverage include:
   ___ X Medical claims
   ___ X Prescription drug claims

3. The Group has elected an Aggregating Specific Stop Loss deductible. The Aggregating Specific Stop Loss deductible is $100,000. All eligible claims for Covered Persons exceeding the Individual Stop Loss Amount will be combined for the purposes of satisfying the Aggregating Specific Stop Loss deductible. No payment will be made under Part A until both the Individual Stop Loss and Aggregating Specific Stop Loss have been met.
B. **Aggregate Stop Loss**: BCBSNE will reimburse the Group for 100% of any excess over the Aggregate Stop Loss Amount, if the total amount of Net Paid Claims exceeds such Aggregate Stop Loss Amount unless otherwise indicated below. Claims reimbursed in A. above or used to satisfy an aggregating specific and/or Lasered deductible(s), will be deducted from the Net Paid Claims when determining this liability. This reimbursement will be subject to the Aggregate Stop Loss reimbursement terms noted in 5. below. The Aggregate Stop Loss does not apply to claims incurred under dental or coverage secondary or supplemental to Medicare, or to expenses incurred for Covered Services over the Covered Person’s total benefits payable.

1. Claims eligible for reimbursement under Aggregate Stop Loss must be incurred on or after October 1, 2016 and before October 1, 2020. In addition, eligible claims must be paid on or after October 1, 2019 and before October 1, 2020.

2. The **Initial** Aggregate Composite Factor and the **Minimum** Aggregate Claim Liability of the Group shall be based on the factors, at the beginning of the Contract Term, as follows:
   a. Stop Loss corridor: 125%
   b. Expected average enrollment during each month of the Contract Term: 261
   c. Initial Monthly Aggregate Composite Factor to be used per employee (to include COBRA subscribers and retirees) for determination of liability under this Aggregate Stop Loss: $1,849.60
   d. Minimum Aggregate Claim Liability during each month of the Contract Term: (2.b. x 2.c. x 90%) $434,471

3. The Minimum Aggregate Stop Loss Amount is the minimum amount of aggregate claim liability and will never be less than the monthly amount calculated in B.2.d. above.

4. The **Final** Aggregate Stop Loss Liability of the Group shall be calculated as follows, at the end of the Contract Term, not to be less than the cumulative Minimum Aggregate Claim Liability of the Group as set forth in section B.2. above.
   a. Cumulative number of enrolled employees (to include COBRA subscribers and retirees) during each month of the Contract Term: To be determined
   b. Total factor to be used per employee (to include COBRA subscribers and retirees) for determination of liability under the Aggregate Stop Loss, as indicated in 2.c. above: $1,849.60
   c. Final Aggregate Stop Loss Liability (4.a. x 4.b.): To be determined

5. Aggregate Reimbursement: Aggregate reimbursement by BCBSNE to the Group will occur at the end of the Contract Term if the Net Paid Claims, less any claims reimbursement made under the Individual Stop Loss, exceed the Final Aggregate Stop Loss Amount.

6. Claims for the Lasered individuals listed in A. above, will be included in the Aggregate Claim Liability up to the Group’s Individual Stop Loss Amount only; not to the individual(s) Lasered deductible.
7. After the end of the Contract Term, BCBSNE will provide the Group with a summary report which includes a comparison between the final Aggregate Stop Loss Amount and the final Net Paid Claims and Administrative Service Fee, if applicable. Adjustments made to the Group’s liability pursuant to this Contract, including credits previously provided using the Initial Stop Loss Amount, will be reported and made at this time.

C. The Group has elected to exclude the following classes or departments from Stop Loss coverage: N/A

D. Payments made for disputed claims which are paid at the specific direction of the Group, under the Administrative Services Agreement, despite BCBSNE’s determination that such payment is inconsistent with the Plan, are not chargeable payments within the terms of this Contract.

PART III. COMPENSATION

A. Individual Stop Loss premium: $126.77 per employee (to include COBRA subscribers and retirees)/retiree per month.

B. Aggregate Stop Loss premium: $11.00 per employee (to include COBRA subscribers and retirees)/retiree per month.

PART IV. GENERAL PROVISIONS

A. CANCELLATION OF CONTRACT: This Contract may be cancelled by either party, without cause, but any such cancellation shall only be effective commencing with the first day of the month at least 60 days following written notice to the other party. This Contract shall be cancelled immediately upon written notice by BCBSNE to the Group, should the Group fail, refuse or neglect to meet any of its financial obligations hereunder. Termination shall not affect any claim for Covered Services provided before the effective date of termination.

Cancellation or termination of the Administrative Services Agreement, whether during the Contract Term or at its conclusion, shall also terminate this Contract. There is no limit to the extent of the Group’s liability for claims processed by BCBSNE after the date of said termination.

B. CERTAIN DEFENSES: All statements, in the absence of fraud, made by the Group will be deemed representations and not warranties. Neither the acceptance of premium nor the payment of claims shall constitute a waiver of available defenses.

C. CONFIDENTIALITY: The Group is responsible for keeping confidential records. These records are to be kept in a way that will assure the privacy of the Covered Persons’ medical and other personal information.

The Group agrees that any information that the Group has or reviews will be used only for the purpose of administering this Contract. In the event that the Group discloses any such information to a third party assisting in the administration of this Contract, the Group is responsible for obtaining a written agreement from the third party restricting further disclosure or use for any purpose other than providing such service.

D. CONFORMITY WITH STATUTES: Any Contract provision which on its effective date, is in conflict with the law of the federal government or the state of Nebraska is hereby amended to conform to the minimum requirements of such law.
E. FRAUD OR MISREPRESENTATION: Coverage hereunder may be canceled for fraud or intentional misrepresentation about a claim or eligibility for this coverage. Written notice will be sent by certified mail to the Covered Person at his or her last-known address as shown by the membership records and shall be effective the date notice is mailed.

Additionally, if a misrepresentation is made in connection with enrollment and that fact is discovered within two years of the enrollment, coverage may be rescinded and the Covered Person would not be eligible for benefits. The amount of premiums paid for coverage will be reduced by any benefits that were paid and will be refunded to you. If benefits paid exceed premiums received, BCBSNE may recover the difference.

F. GRACE PERIOD, CANCELLATION: A 31-day grace period is allowed after the due date for payment each month. The Contract remains in force if the payment is received during that 31-day grace period. If payment is not received during the 31-day grace period, the Contract is canceled as of midnight of the last day for which premiums have been paid. No payment shall be made for Covered Services provided after the effective date of cancellation of this Contract and refunds of claims paid will be required for the period of time that no premiums were paid to BCBSNE.

G. INDEPENDENT CORPORATION: The Group, on behalf of itself and its participants, hereby expressly acknowledges its understanding that this Contract constitutes a contract solely between the Group and BCBSNE, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting BCBSNE to use the Blue Cross and/or Blue Shield Service Marks and that BCBSNE is not contracting as the agent of the Association. The Group, on behalf of itself and its participants, further acknowledges and agrees that it has not entered into this Contract based upon representations by any person other than BCBSNE and that no person, entity, or organization other than BCBSNE shall be held accountable or liable to the Group for any of BCBSNE’s obligations created under this Contract. This paragraph shall not create any additional obligations whatsoever on the part of BCBSNE other than those obligations created under other provisions of this Contract.

H. LEGAL ACTIONS: Legal action to recover under the Contract cannot be brought for at least 60 days after written proof of loss is given to BCBSNE. Nor can a legal action begin after three years from the date written proof of loss is required.

I. LIMITATIONS OF DAMAGES: The entire liability of BCBSNE shall not exceed the amount of benefits provided by this Contract, regardless of the form of the action. In no event shall Blue Cross and Blue Shield of Nebraska be liable for consequential, incidental, special or indirect damages regardless of whether it has been advised of the possibility of such damages.

J. MODIFICATIONS: This Contract may be modified:

1. by mutual agreement between the Group and BCBSNE;
2. at renewal at BCBSNE’s discretion; or
3. any time at BCBSNE’s discretion if the same modification is made for all employer groups with the same contract form and plan design.

Any modification must be in writing and signed by an officer of Us.

K. NOTICE OF CLAIM: A proof of loss must be filed with BCBSNE within 90 days after the claim was incurred, or as soon thereafter as reasonably possible. The Group shall submit, on a timely basis, all proofs, reports or any other supporting documentation requested by BCBSNE.

96-060 Rev. 9-2018
L. **SUBROGATION**: The Group agrees to repay BCBSNE for amount recovered through subrogation or workers’ compensation, even if the recovery is received after the Contract Term. Subrogation recoveries, as described in the Administrative Services Agreement, will be applied first to the appropriate Stop Loss Amount and, subsequently, to the Group’s claim liability.

M. **ANNUAL MEETING**: When this Contract becomes effective, You become a member of GoodLife Partners Inc., a mutual insurance holding company and the overall parent company of Blue Cross and Blue Shield of Nebraska, Inc., which is to be distinguished from a member of an association as is referred to in this Contract. You have the right to vote at the Annual Meeting of members held at the Blue Cross and Blue Shield of Nebraska home office in Omaha. The Meeting is held at 4:00 p.m. on the last Monday of March each year. If You do not attend the meeting, You may appoint another member as Your proxy to vote for You. To have another person vote for You, You must appoint that person in writing and file that appointment with Us at least five days before the meeting. If You do not attend the meeting, and do not appoint another person as Your proxy, the Chairperson of the Board of Directors, or in the absence of the Chairperson, a person the Chairperson appoints, will be Your proxy to vote for You on all matters coming before the meeting. This proxy will be valid as long as this Contract remains in force, unless You revoke it.

**PART V. DEFINITIONS**

**Administrative Services Agreement**: The agreement entered into between the Group and BCBSNE for administration of the Group’s self-insured, or partially self-insured, health care programs for eligible employees.

**Administrative Service Fee**: The fee for BCBSNE’s services as stated in the Administrative Services Agreement which includes fees for all persons who have elected to continue membership in the Group pursuant to COBRA continuation coverage.

**Benefit Plan Document**: The document which controls all coverage and benefit determinations. The Benefit Plan Document includes the Administrative Services Agreement and attachments, Client Profile, and the Summary Plan Description and attachments.

**Contract Term**: The time period in which this Contract is in effect as indicated in the Administrative Services Agreement.

**Covered Person**: Any person entitled to benefits for Covered Services pursuant to the Benefit Plan Document administered by BCBSNE.

**Covered Services**: Hospital, medical or surgical procedures, treatments, drugs, supplies, or other health or dental care, including any single service or combination of services, for which benefits are payable while the Administrative Services Agreement and Benefit Plan Document are in effect, unless otherwise specified.

**Group**: The employer or association which establishes and maintains a health care program for its employees or members.

**Incur(red)**: The date on which Covered Services were provided to a Covered Person pursuant to the Benefit Plan Document.
Laser(ed): Providing higher or no limit stop loss coverage for certain individuals in order to maintain a lower Individual Stop Loss level or premium for the Group. If applicable, the Lasered individuals are listed in Part II.A. above.

Net Paid Claims: The amount paid, determined after subtraction of any discount and other adjustments made to the allowable charge, for Covered Services; pursuant to the contractual provision between BCBSNE and the contracting providers, or in accordance with other Benefit Plan Document provisions. the Group's Net Paid Claims will not be reduced by the amount of the Group’s Rx rebates, regardless of whether or not the Group retained the Rx rebates.

Plan: A self-funded plan of benefits which a plan sponsor provides for eligible employees and their dependents.

Total Benefits: The total amounts payable under the Benefit Plan Document for expenses incurred for Covered Services provided while the Benefit Plan Document is in effect.

You, Your: The Group.

City of Fremont
(PLAN SPONSOR / THE GROUP)

By____________________________________________
Signature

____________________________________________
Title

____________________________________________
Address

City State Zip Code

By____________________________________________
Signature

____________________________________________
Title

Mailing Address: P.O. Box 3248
Omaha, NE 68180-0001

Date:__________________________________________

BLUE CROSS AND BLUE SHIELD OF NEBRASKA (BCBSNE)

Date:__________________________________________
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Tyler Ficken, City Clerk
DATE: October 29, 2019
SUBJECT: Cement/Asphalt/Excavate Work License Application

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

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

<table>
<thead>
<tr>
<th>Business</th>
<th>Applicant</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>DGO Construction, LLC</td>
<td>Anibal A. Madrid</td>
<td>Excavate/Concrete</td>
</tr>
</tbody>
</table>
TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as Excavate and Concrete. License should be issued to DEO Construction LLC.

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

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

Applicant telephone number at place of business or where can be reached 402-250-9663

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

I have had 10 years of practical experience in this type of work at the following places (Cover the last five years)

TH Construction

I have the following technical education: High School

I give you the following references: Angel Madrid 402-850-9278
Yousli Kader 402-424-4199 Amado Macias 402-216-5585

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

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

Dated 10-19-2019

Signature
STAFF REPORT

TO: City of Fremont Mayor and City Council

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

DATE: October 29, 2019


BACKGROUND:

In an effort to provide safe, reliable operation of Lon D. Wright Power Plant Unit 8, Lon D. Wright (LDW) Power Plant staff requested proposals from Engineering Firms for a Boiler Pressure Part Evaluation and Remaining Useful Life, Flow Accelerated Corrosion Study and a High Energy Piping Hanger Evaluation at the LDW facility unit 8.

The engineering testing contractors received a specification that describes the required scope of work, including the systems to evaluate, the required testing methods and the quantity of test required.

The engineering testing contractors were required to provide a list of similar projects on like kind boilers to be qualified for consideration. Below is a summary of the proposals:

<table>
<thead>
<tr>
<th></th>
<th>Thielsch Engineering</th>
<th>Briem Engineering</th>
<th>Babcock and Wilcox Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boiler Pressure Part Evaluation</td>
<td>$73,000.00</td>
<td>Included in Base</td>
<td></td>
</tr>
<tr>
<td>Flow Accelerated Corrosion</td>
<td>$16,000.00</td>
<td>Included in Base</td>
<td></td>
</tr>
<tr>
<td>High Energy Piping Hanger Evaluation</td>
<td>$7,000.00</td>
<td>Included in Base</td>
<td></td>
</tr>
<tr>
<td>Price</td>
<td>$96,000.00</td>
<td>$149,900.00</td>
<td>No Bid</td>
</tr>
</tbody>
</table>

LDW staff reviewed the proposals, technical specifications, and references and concluded that Thielsch Engineering could provide the required studies at the best value.

After consultation with LDW Staff, the Utilities and Infrastructure Board recommend to the City of Fremont Mayor and City Council to authorize Staff to execute an agreement and issue a purchase order for the Boiler Pressure Part Evaluation and Remaining Useful Life, Flow Accelerated Corrosion Study and High Energy Piping Hanger Evaluation to Thielsch Engineering.

FISCAL IMPACT:

FY 2019/2020 operating budget expenditure of $96,000.00.
RESOLUTION NO. 2019-218

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing City of Fremont Staff to sign a purchase agreement with Thielsch Engineering.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board to authorize Department of Utilities Staff to sign a purchase agreement and issue a purchase order to Thielsch Engineering for a U8 Boiler Pressure Part Evaluation and Remaining Useful Life Study, Flow Accelerated Corrosion Study, High Energy Piping Hanger Evaluation in the amount of $96,000.00.

PASSED AND APPROVED THIS 29th DAY OF OCTOBER, 2019.

_____________________________
Scott Getzschman, Mayor

ATTEST:

___________________________
Tyler Ficken, City Clerk
Staff Report

TO: Mayor and City Council
FROM: Jennifer McDuffee, Director of Human Resources
DATE: October 29, 2019
SUBJECT: IMA Confirmation of Purchase

Recommendation: Motion authorizing the Mayor to sign the Confirmation of Purchase Letter for IMA.

Background:

On July 23rd and August 22nd, Council approved renewal of our medical and dental insurance plans with Blue Cross Blue Shield of Nebraska and the purchase of disability and life insurance plans through Lincoln Financial.

IMA, our broker, has requested that we sign the attached confirmation document to confirm the purchase of these products.

The return date on the top of the document is listed as October 15th, but IMA has granted us an extension since the document was not provided to staff in time to be added to the October 8th Council meeting agenda.

Fiscal Impact:

Signing this document does not have any fiscal impact, it confirms the plan choices previously approved by City Council.
URGENT: SIGN & RETURN BY: October 15, 2019

RE: Confirmation of Purchase for City of Fremont

Dear Jennifer,

This letter serves as a summary of the benefits plan choices made for the upcoming term as outlined below.

Certain states require disclosure of compensation a licensed agent or broker (producer) receives from your purchase or renewal of insurance. Compensation may be in the form of a commission, fee(s) or a combination. The compensation associated directly with the policies chosen is shown in the table below. If something does not apply, it is marked "None" or "NA". A summary of your plan changes is included for your reference.

<table>
<thead>
<tr>
<th>Carrier Name</th>
<th>Plan Description</th>
<th>Effective Date &amp; End Date</th>
<th>Rates</th>
<th>Compensation Disclosure (commission payable to Issuing Agent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Coverage(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Summary of Changes</strong></td>
<td>• Deductible increased from $500 to $575</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| BCBS of NE      | Stop Loss        | 10/1/2019-9/30/2020       |       | Specific Stop Loss Deductible: $225,000  
Administration Fee: $45.75  
Specific Stop Loss: $126,77  
Aggregate Stop Loss: $11,00  
Attachment Factor: $1,849.60 |
| Dental Coverage(s) |                  |                           |       |                                                               |
| **Summary of Changes** | • No Change |       |                   |                                                               |
| BCBS of NE      | Dental Plan      | 10/1/2019-9/30/2020       |       | BCBS of NE Admin Fee: $3.90  
Projected Claims: $70.67 |
| Basic Life/ AD&D Coverage(s) |                  |                           |       |                                                               |
| **Summary of Changes** | • Moved to Lincoln, see contract for changes |       |                   |                                                               |
| Lincoln         | Basic Life/ AD&D | 10/1/2019-9/30/2021  
1st year of a 2-year rate guarantee | Life: $0.180  
AD&D: $0.028  
Dependent Life: $0.180 per family unit  
Per $1,000 of Volume |
| Short Term Disability Coverage(s) |                  |                           |       |                                                               |
| **Summary of Changes** | • Moved to Lincoln, see contract for changes |       |                   |                                                               |
| Lincoln         | Short Term Disability | 10/1/2019-9/30/2021  
1st year of a 2-year rate guarantee | ATP STD Rate: $2.25 PEPM |
<p>| Long Term Disability Coverage(s) |                  |                           |       |                                                               |
| <strong>Summary of Changes</strong> | • Moved to Lincoln, see contract for changes |       |                   |                                                               |</p>
<table>
<thead>
<tr>
<th>Carrier Name</th>
<th>Plan Description</th>
<th>Effective Date &amp; End Date</th>
<th>Rates</th>
<th>Compensation Disclosure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lincoln</td>
<td>Long Term Disability</td>
<td>10/1/2019-9/30/2021</td>
<td>LTD Rate: $0.230 Per $100 of Covered Monthly Payroll</td>
<td>(commission payable to Issuing Agent)</td>
</tr>
</tbody>
</table>

No options were purchased as of the date of this letter other than those outlined above.

Please sign and return one copy of this letter to my attention. (email or online signature is acceptable.) Your signature is required in order to comply with state disclosure requirements. We appreciate your business and continue to be committed to serving your insurance needs.

If you disagree with anything stated in this letter, please notify me immediately.

Sincerely,

Denise Dougherty
Account Executive, IMA

cc: file

Acknowledged by:

___________________________
Printed Name

___________________________
Signature

___________________________
Date
Staff Report

TO: Mayor and City Council
FROM: Jennifer McDuffee, Director of Human Resources
DATE: October 29, 2019
SUBJECT: Short Term Disability Plan Document

Recommendation: Motion authorizing the Mayor to sign the Short Term Disability Plan Document for Lincoln Financial.

Background:

On August 13, 2019, Council approved entering into contract with Lincoln Financial for administration of our Short Term Disability claims.

Lincoln Financial requires that the City sign the attached plan document, which they will utilize when administering and processing short term disability claims. This document was designed to match the previous terms under UNUM’s disability administration.

Fiscal Impact:

Signing this document does not have any fiscal impact, it is an administrative document related to the coverage previously approved by City Council.
City of Fremont hereby adopts the attached document as its self-funded short-term disability income benefit plan for Class 1, All Full-Time Employees excluding Firefighters.

The Effective Date of this plan shall be October 1, 2019.

CITY OF FREMONT

By: ________________________________

Title: ______________________________

Date: ______________________________

NOTICE: The Lincoln National Life Insurance Company takes no fiduciary responsibility for the contents of the attached plan document. It is being provided to you as a courtesy based on information you provided by City of Fremont to The Lincoln National Life Insurance Company. Please consult with your benefits advisor or attorney to be sure this plan meets your needs and complies with any requirements imposed by ERISA or other employment laws. This is your plan document and should be reviewed by your legal counsel.
Introduction

The following document describes the benefit features of your Employer's short-term disability (STD) income program.

Your Employer, City of Fremont, self-insures this program and is the Plan Sponsor. In this document, your Employer is referred to as "Employer" or "Plan Sponsor." The Lincoln National Life Insurance Company is the claims administrator for the program. In this document, Lincoln National Life is referred to by its marketing name, “Lincoln Financial Group” and also may be referred to as the "Claims Administrator."

"Employee" means an Eligible Employee covered under this program.

Lincoln National Life will administer claims in accordance with the agreement between the Plan Sponsor and Lincoln National Life.
Introducing the Short Term Disability Plan

The City of Fremont Employees' Short Term Disability Plan (the "Plan") is established to assist in protecting you against loss of income if you are unable to work because of an illness or accident not related to your job. It is a self-insured plan administered by Lincoln National Life Insurance Company. All short-term disability claims are reviewed by Lincoln National Life Insurance Company and, upon approval, are paid by City of Fremont.

City of Fremont and participating employers are referred to as the "Company."

Claims Service Center

For additional assistance, contact Lincoln National Life Insurance Company at (800) 423-2765.

Eligibility

All full-time active employees working 40 or more hours per week are covered under this Short-Term Disability income benefit plan. Part-time employees are not eligible. No waiting period applies to all new hires and those who switch to full-time status. They become covered as of the next day following the day completed.
When Your Short Term Disability Benefit Begins

To initiate your request for a Short Term Disability (STD) benefit, see "Filing a Claim" section. You must be disabled for a number of continuous calendar days before you are eligible to receive Short Term Disability benefits. Short Term Disability benefits begin on the:

- 15th day of disability due to accidental injury; and
- 15th consecutive day of disability due to Sickness.

Weekly Benefit

If you are Totally Disabled beyond the elimination or waiting period due to an injury or sickness, you will be eligible to receive a weekly benefit of 100% of your basic weekly earnings for up to 20 weeks. The minimum weekly benefit is $25. This benefit is fully taxable.

For Maternity claims, the weekly benefit's maximum duration is up to 6-weeks for a vaginal delivery and up to 8-weeks for a c-section delivery.

If benefits are due for less than a week, they will be paid on a pro-rata basis. If benefits are due to less than a week, they will be paid on a pro-rata basis.

Definition of Weekly Earnings

Basic Weekly Earnings or Predisability Income means your average weekly base salary or hourly pay from the Employer before taxes on the Determination Date. The "Determination Date" is the last day worked just prior to the date the Disability begins.

It does not include commissions, bonuses, overtime pay, or any other extra compensation. It does not include income from a source other than the Employer. It will not exceed the amount shown in the Employer's financial records, the amount for which premium has been paid, or the Maximum Covered Weekly Earnings permitted by the Plan; whichever is less. (Maximum Covered Weekly Earnings equals the Maximum Weekly Benefit divided by the Benefit Percentage shown in the Weekly Benefit section.)
Definition of Total Disability

Total Disability means due to sickness or injury, you are unable to perform the material and substantial duties of your regular occupation. A person engaging in any employment for wage or profit is not Totally Disabled. A loss of a professional license does not, by itself, constitute Total Disability.

Definition of Partial Disability

As your disability is coming to an end, and as appropriate, you may be able to work a reduced work schedule.

Partial Disability means that due to a non-work-related sickness or injury, you are unable to perform one or more of the main duties of your regular occupation or are unable to perform such duties on a full-time basis and you have a 20% or more loss in weekly earnings due to that same sickness or injury.

Amount. The amount of the Weekly Partial Disability Benefit equals the lesser of A or B below:

(A) (1) Your Basic Weekly Earnings multiplied by the Benefit Percentage (limited to the Maximum Weekly Benefit); minus
   (2) Other Income Benefits, except for earnings you receive from Residual Disability Employment.

(B) Your Basic Weekly Earnings minus Other Income Benefits.

Coordination of Your STD Benefit with Other Income Benefits

Benefits for which you are eligible from other income sources will be used as an offset when calculating your STD benefit. This does not include personal disability insurance policies, vacation or holiday pay. Some sources of other income offsets are:

- Social Security disability benefits payable to you or your dependents;
- Social Security retirement benefits;
- Occupational disease laws or other similar legislated disability benefits;
- Any federal, state or local disability, retirement or unemployment programs;
- Other group disability benefits;
- Payments provided by the Department of Veterans Affairs; and
- Disability payments from insurance of other sources that result from an act or omission of another person who caused your disability.
Exclusions

Weekly Benefits will not be payable for any period of Disability:

- Which is the result of an intentionally self-inflicted Injury or suicide attempt;
- During which you are not under the Regular Care of a Physician;
- Which is the result of war (declared or undeclared) or any act of war;
- Which is the result of a Sickness or Injury for which you receive benefits under Workers' Compensation, occupational disease law or other law of like intent;
- Cosmetic or elective surgery, except surgery made necessary by Illness or disease or by accidental Injury;
- Active participation in terrorism or a riot;
- Participation in a crime or as a result of such participation.
Recurrent Disability Period

A Recurrent Disability is one that has the same or a related cause as the original disability and begins after the employee has returned to full-time work for 2 weeks or less. A Recurrent Disability will be treated as a continuation of the original disability, such that the claimant will not have to satisfy a new Elimination Period if he/she already satisfied the Elimination Period, and any benefit payments will be subject to the terms of this Plan as they applied to the original disability, including the weekly benefit amount and the Maximum Benefit Period.

When Your STD Benefit Ends

Benefit Payments will stop on the first to occur of:
- The date you are no longer disabled;
- The date you fail to furnish proof that you continue to be disabled;
- The date your employment ends;
- The date you die; or
- The date the Maximum Benefit Period ends.

The Maximum Benefit Period is the longest period of time that benefits will continue to be paid to you under this Plan during a period of disability. To determine the benefit period, please refer to the benefit amount and duration in the Weekly Benefit section. If a new disability due to a different cause occurs while weekly benefits are payable, it will be treated as part of the same disability, subject to the same benefit calculation and same Maximum Benefit Period.

If you are still disabled after you receive a STD benefit for the maximum period of time, you may be entitled to a benefit under the Long Term Disability Plan. The Claim Administrator will automatically review your disability status and determine your eligibility for a long-term disability benefit.
Filing a Claim

To apply for a STD benefit, a STD claim form needs to be completed, once the elimination period has been satisfied. The claim form can be faxed to the number at the top of the claim form.

Lincoln Financial Group's disability representative will begin to process the claim once all information needed has been received regarding your illness or injury and about your occupation.

Lincoln Financial Group's disability specialist will evaluate and advise your employer if you are eligible for a STD benefit and, if so, certify your eligibility and length of disability. Your claim may be referred to a nurse consultant, as appropriate, to gather further information. Lincoln Financial Group may also contact your supervisor to learn about your occupational requirements.

You will be notified of the decision on your claim for STD no later than 45 days after your claim was received. This time period may be extended up to an additional 30 days if there are circumstances beyond the control of the Plan. In addition, a further 30-day extension may apply in certain circumstances. For any extension, you will be notified of the circumstances requiring the delay and the expected date a determination is to be made. If additional information is required, you will have at least 45 days to provide such information.

If you are unable to return to work on schedule, you must provide clinical evidence from your treating physician(s) prior to your certified disability end date. This information should be sent to Lincoln Financial Group's Disability Claim Department.

Appealing a Denied Claim

If your claim is denied in whole or in part, you will receive a written notice of the denial from Lincoln Financial Group. Any denial notice will explain the reason for the denial and will include a contact address for review of the claim.

You may request one appeal of any denied claim. The request must be submitted, in writing, within 180 days of the date the denial was made. The appeal should be sent to Lincoln Financial Group, Risk Department, 8801 Indian Hills Dr., Omaha, NE 68114.

You should include the reason for requesting the appeal. You may also request all documents, records and other information related to the benefit determination.

Lincoln Financial Group will ordinarily notify you of its final decision no later than 45 days after the appeal is received. If special circumstances require an extension of time of up to an additional 45 days, you will be notified of this extension during the 45 days following receipt of your request. The notice will indicate the special circumstances requiring an extension and the day by which a decision is expected.
Administration of the Plan

Amendment and Termination of the Plan

The Plan Sponsor has the exclusive power to amend and to terminate the Plan. These powers can be used whenever it becomes necessary or desirable to do so.

Source of Benefit Payments

Benefits under this Plan are provided through the Plan Sponsor.
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jeff Elliott – Police Chief
DATE: July 30, 2019
SUBJECT: Bids for Saunders County Grading – Shooting Range

Recommendation: Approve resolution 2019-142 to award bid to Sawyer Construction Co. in the amount of $203,090.00

Background: Grading to be done on Fremont owned property and Saunders County ROW located in Saunders County. Grading will be done to construct new shared shooting range for FPD and other local departments. Range will be for departmental use only, no public access.

Staff recommends the City Council approve and award the contract for Saunders County Grading to Sawyer Construction Co.

Fiscal Impact: There are funds budgeted in 2018-19, and additional funds will be budgeted for 2019-2020.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CLEARING AND GRUBBING</td>
<td>1.0</td>
<td>LS</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
<td>$18,000.00</td>
<td>$18,000.00</td>
<td>$30,000.00</td>
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<td>2</td>
<td>STRIP / STOCKPILE / REPLACE TOPSOIL</td>
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<td>CY</td>
<td>$2.75</td>
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<td>$80,000.00</td>
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<tr>
<td>3</td>
<td>EARTHWORK EXCAVATION (INCLUDING BASINS)</td>
<td>32,000.0</td>
<td>CY</td>
<td>$3.52</td>
<td>$112,640.00</td>
<td>$3.91</td>
<td>$125,120.00</td>
<td>$3.20</td>
<td>$102,400.00</td>
<td>$3.75</td>
<td>$120,000.00</td>
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<tr>
<td>4</td>
<td>CONSTRUCT EARTHEN BERM (23,000 CY)</td>
<td>1.0</td>
<td>LS</td>
<td>$23,000.00</td>
<td>$23,000.00</td>
<td>$69,000.00</td>
<td>$69,000.00</td>
<td>$52,900.00</td>
<td>$52,900.00</td>
<td>$125,000.00</td>
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<td>5</td>
<td>CONSTRUCT 1/4 MILE COUNTY ROAD SUBBASE (9,000 CY)</td>
<td>1.0</td>
<td>LS</td>
<td>$13,500.00</td>
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<td>$57,940.00</td>
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<td>$64,000.00</td>
<td>$64,000.00</td>
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<tr>
<td>6</td>
<td>CONSTRUCT 18&quot; CMP (2 LOCATIONS)</td>
<td>210.0</td>
<td>LF</td>
<td>$45.00</td>
<td>$9,450.00</td>
<td>$35.00</td>
<td>$7,350.00</td>
<td>$40.00</td>
<td>$8,400.00</td>
<td>$42.00</td>
<td>$8,820.00</td>
</tr>
<tr>
<td>7</td>
<td>SEEDING (TURF FESCUE)</td>
<td>1.0</td>
<td>AC</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>8</td>
<td>SEEDING (NATIVE GRASS MIX)</td>
<td>5.0</td>
<td>AC</td>
<td>$1,800.00</td>
<td>$9,000.00</td>
<td>$1,000.00</td>
<td>$5,000.00</td>
<td>$6,000.00</td>
<td>$30,000.00</td>
<td>$1,200.00</td>
<td>$6,000.00</td>
</tr>
</tbody>
</table>

**TOTAL BID**

$203,090.00  $261,470.00  $339,640.00  $435,820.00

* Corrected Bid Total
RESOLUTION NO. 2019-142

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding contract of Saunders County Grading to Sawyer Construction Co. in the amount of $203,090.00

WHEREAS, bids were received Tuesday, July 23 at 2:00 p.m., opened, tabulated and,

WHEREAS, Sawyer Construction Co. submitted the lowest responsible bid of $203,090.00

NOW, THEREFORE BE IT RESOLVED That the Mayor and City Council approve the award for Saunders County Grading to Sawyer Construction Co. in the amount of $203,090.00.

PASSED AND APPROVED THIS 30th DAY OF JULY, 2019

_____________________________
Scott Getzschman, Mayor

ATTEST:

___________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Troy Schaben, Assistant City Administrator – Utilities

DATE: July 30, 2019

SUBJECT: Sanitary Sewer Connection Fee Policy

Recommendation: Establish Policy for Connection to Existing Sanitary Sewer System

**Background:** The City/Utility practice on individual connections to an existing sanitary sewer not constructed as part of Connection or Assessment District or where there were 4 or more lots platted as a development, has been that all adjacent landowners pay ½ the frontage in feet times the cost of the sewer (approx. $10-12 per foot).

The Utility and Infrastructure Board determined at the May 28, 2019 meeting that this practice may result in an unreasonable charge to a single user with a large front footage. Similar to the Water Main Policy passed on May 28, 2012, staff recommends establishing a standard rate for single family, multi-family, commercial, and industrial connections. Analysis of recent costs to install 8” sanitary service shows an approximate cost of $32 per front footage (construction costs only). Using ½ of that cost and an average front footage per property would result in the attached policy.

**Fiscal Impact:** Assumed to be neutral, as there would be an initial reduction in the fees collected, but the reductions are expected to incentivize infrastructure use and increase sewer revenue collections associated with those properties that were not previously connected. This policy will serve to promote timely annexation, thereby increasing the City’s tax base and future tax revenues.
RESOLUTION NO. 2019-100

A Resolution of the City Council of the City of Fremont, Nebraska, establishing a Sanitary Sewer Connection Policy as set forth below:

For connection to an existing Sanitary Sewer System not constructed as part of a Connection or Assessment District, or a Sewer System Line not built by/paid for by a developer and then deeded to the City as part of the development’s sub-division agreement is as follows:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>FRONT FOOTAGE</th>
<th>CONNECTION FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family (SF)</td>
<td>75’</td>
<td>$1,200 *</td>
</tr>
<tr>
<td>Multi-Family (MF)</td>
<td>150’</td>
<td>$2,400 *</td>
</tr>
<tr>
<td>Commercial (C)</td>
<td>250’</td>
<td>$4,000 *</td>
</tr>
<tr>
<td>Industrial (I)</td>
<td>500’</td>
<td>$8,000 *</td>
</tr>
</tbody>
</table>

Subdivision Point of Entry **See below

* or actual front footage x $16, whichever is less
** actual Subdivision sewer system line side footage x $16

(SF) includes Duplexes and Townhomes
(MF) covers Apartments

The Connection Fee for SF, MF, C, or I, as listed above, may be paid by either a Full Payment or by Monthly Installments that are added to the applicant’s monthly sewer bill for a period not to exceed 36 months. Those using the monthly installment option will be subject to Fremont Municipal Code Section 3-258 - Municipal Sewage System; Lien provisions.

All applicants who avail themselves to any of the aforementioned sewer fees when obtaining City sewer services shall be required to voluntarily and contractually commit at the time of application to being annexed by the City no later than 36 months from the date of application.

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

PASSED AND APPROVED THIS 30th DAY OF JULY, 2019

_____________________________
Scott Getzschman, Mayor

ATTEST:

___________________________
Tyler Ficken, City Clerk
RESOLUTION NO. 2019-100

A Resolution of the City Council of the City of Fremont, Nebraska, establishing a policy on Individual Connections to the Wastewater System of Fremont, Nebraska.

WHEREAS, The Council seeks to document a policy for Individual Connections to the Wastewater System of Fremont, Nebraska;

WHEREAS, The Council seeks to approve the following policy language for Individual Connections to the Wastewater System of Fremont, Nebraska:

FREMONT
SEWER CONNECTION POLICY

1. The City shall charge and collect fees for sanitary sewer connections made to the public sewer system of the City. This sewer connection fee is separate and apart from the City’s Sewer Tap Fee (listed in the Master Fee Schedule), which is required for connection of the premises to the City sewer system.

2. This policy is to be employed in implementing Fremont Municipal Code, Chapter 3, Article 2 provisions, which govern connections made to the City’s Municipal Sewer System. This policy applies to any single lot or sub-division connection made to an existing sanitary sewer system that was not constructed as part of an established Connection or Assessment District, or a sewer system line that was built to City standards by or for, and paid for by, a developer and then deeded to the City as part of the development’s sub-division agreement. The connection charges established herein shall be effective for all such connections made subsequent to the City Council’s approval of this policy, and thereafter subsequent to changes made to the Master Fee Schedule as prescribed by the Fremont Municipal Code (FMC) or Nebraska State Statute.

3. A 2019 study and analysis of costs to install 8” sanitary service at the time of this policy’s initiation shows an approximate cost of just over $32 front footage (construction costs only). Since the sewer system can be connected to from two sides, the Sewer Connection Charge will use ½ of that cost ($16). The charge for all City sewer connections will be determined by multiplying a property’s parallel line-side fronting footage times the ½ per foot frontage cost.

4. To encourage annexation of a Single Family residential property/lot type only, a Sewer Connection Cap Fee Alternative is provided. The following Sewer Connection Cap Fee alternative was based upon, and is set to reflect, a reasoned value derived from the range of UDC front footages for single family property/lot widths comprised in the City’s various UDC Residential zoning Districts (a front footage value of 75 feet will be used).

---

1 If there is no public sewer abutting the property, the connection charge shall be the estimated assessable cost for installing a public sewer in front of the property, plus the tap fee set out in in the Master Fee Schedule.

2 This rate (and the ½ rate) are maintained and listed in the Master Fee Schedule. These values will be periodically studied and updated for incorporation into this policy’s connections fees concurrently with any changes made to the Master Fee Schedule.
<table>
<thead>
<tr>
<th>TYPE</th>
<th>FRONT FOOTAGE</th>
<th>SEWER CONNECTION CAP FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family (SF) lot</td>
<td>75'</td>
<td>$1,200 *</td>
</tr>
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</table>

(SF) lot includes a Duplex or Townhome
* or actual front footage x $16, whichever is less

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

5. A Single Family - Sewer Connection Charge or Sewer Connection Cap Fee alternative, as defined in Paragraph 4 above, may be paid by either a Full Payment or by ratable Monthly Installments that are added to the individual property owner’s monthly sewer bill. The “Monthly Installment” option will provide for a payment period not to exceed 36 months. Those using the monthly installment option will be subject to Fremont Municipal Code Section 3-258 - Municipal Sewage System - Lien provisions.

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

Date of Origin: 10/29/2019

NOW, THEREFORE BE IT RESOLVED That the Mayor and City Council accept this policy and hereby establish it for the purpose of charging for Individual connections to the Wastewater System of Fremont, Nebraska.

PASSED AND APPROVED THIS ___ DAY OF ___________________, 2019

_____________________________
Scott Getzschman, Mayor

ATTEST:

___________________________
 Tyler Ficken
City Clerk
FREMONT
SEWER CONNECTION POLICY

1. The City shall charge and collect fees for sanitary sewer connections made to the public sewer system of the City. This sewer connection fee is separate and apart from the City’s Sewer Tap Fee (listed in the Master Fee Schedule), which is required for connection of the premises to the City sewer system.

2. This policy is to be employed in implementing Fremont Municipal Code, Chapter 3, Article 2 provisions, which govern connections made to the City’s Municipal Sewer System. This policy applies to any single lot or sub-division connection made to an existing sanitary sewer system that was not constructed as part of an established Connection or Assessment District, or a sewer system line that was built to City standards by or for, and paid for by, a developer and then deeded to the City as part of the development’s sub-division agreement. The connection charges established herein shall be effective for all such connections made subsequent to the City Council’s approval of this policy, and thereafter subsequent to changes made to the Master Fee Schedule as prescribed by the Fremont Municipal Code (FMC) or Nebraska State Statute.

3. A 2019 study and analysis of costs to install 8" sanitary service at the time of this policy’s initiation shows an approximate cost of just over $32 front footage (construction costs only). Since the sewer system can be connected to from two sides, the Sewer Connection Charge will use ½ of that cost ($16). The charge for all City sewer connections will be determined by multiplying a property’s parallel line-side fronting footage times the ½ per foot frontage cost.

4. To encourage annexation of a Single Family residential property/lot type only, a Sewer Connection Cap Fee Alternative is provided. The following Sewer Connection Cap Fee alternative was based upon, and is set to reflect, a reasoned value derived from the range of UDC front footages for single family property/lot widths comprised in the City’s various UDC Residential zoning Districts (a front footage value of 75 feet will be used).

<table>
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<tr>
<th>TYPE</th>
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(SF) lot includes a Duplex or Townhome
* or actual front footage x $16, whichever is less

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1 If there is no public sewer abutting the property, the connection charge shall be the estimated assessable cost for installing a public sewer in front of the property, plus the tap fee set out in in the Master Fee Schedule.

2 This rate (and the ½ rate) are maintained and listed in the Master Fee Schedule. These values will be periodically studied and updated for incorporation into this policy’s connections fees concurrently with any changes made to the Master Fee Schedule.
Although the City has a voluntary annexation policy for individual property/lot owners who are outside the City limits, all City services applicants who avail themselves to the aforementioned Sewer Cap Fee alternative when obtaining City sewer services shall voluntarily and contractually commit at the time of application to being annexed by the City 36 months from the date of the application.

5. A Single Family - Sewer Connection Charge or Sewer Connection Cap Fee alternative, as defined in Paragraph 4 above, may be paid by either a Full Payment or by ratable Monthly Installments that are added to the individual property owner’s monthly sewer bill. The “Monthly Installment” option will provide for a payment period not to exceed 36 months. Those using the monthly installment option will be subject to Fremont Municipal Code Section 3-258 - Municipal Sewage System - Lien provisions.

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

Date of Issue: 10/29/2019

**Fiscal Impact:** Assumed to be neutral to positive. Despite the alternative Single Family Cap Fee provision, the charges are expected to incentivize infrastructure use and increase sewer revenue collections associated with those properties that were not previously paying for connection. This policy will also serve to promote timely annexation, thereby increasing the City’s tax base and future tax revenues.
FREMONT
SEWER CONNECTION POLICY

The City/Utility Policy for any single lot or sub-division connection made to an existing sanitary sewer system that was not constructed as part of a Connection or Assessment District, or a sewer system line that was built by/paid for by a developer and then deeded to the City as part of the development’s sub-division agreement is set forth below and shall be effective for all such connections made subsequent to the City Council’s approval and this policy’s effective implementation date, as prescribed by the Fremont Municipal Code (FMC) or Nebraska State Statute.

Analysis of recent costs to install 8” sanitary service shows an approximate cost of just over $32 per front footage (construction costs only). The sewer system can be connected to from two sides; therefore the Sewer Connection Charge will use ½ of that cost ($16). The charge for all City sewer connections will be determined by multiplying a property’s parallel line-side fronting footage times the ½ per foot frontage cost of $16.

For a Single Family property/lot type only, a Sewer Connection Cap Fee alternative is provided. The following Sewer Connection Cap Fee alternative was based upon, and is set to reflect, a reasoned value derived from the range of UDC front footages for single family property/lot widths comprised in the City’s various UDC Residential zoning Districts (a front footage value of 75 feet will be used).

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<td>$1,200 *</td>
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</table>

(SF) lot includes a Duplex or Townhome
* or actual front footage x $16, whichever is less

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

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

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

**Fiscal Impact:** Assumed to be neutral to positive. Despite the alternative Single Family Cap Fee provision, the charges are expected to incentivize infrastructure use and increase sewer revenue collections associated with those properties that were not previously paying for connection. This policy will also serve to promote timely annexation, thereby increasing the City’s tax base and future tax revenues.
SEWER CONNECTION POLICY

The City/Utility Policy for a connection to an existing Sanitary Sewer System that was not constructed as part of a Connection or Assessment District, or a Sewer System Line that was built by/paid for by a developer and then deeded to the City as part of the development’s sub-division agreement is set forth below:

Analysis of recent costs to install 8” sanitary service shows an approximate cost of just over $32 per front footage (construction costs only). Using ½ of that cost ($16) and typical/average UDC front footage widths per property would result in the following proposed individual fees (per connection).

<table>
<thead>
<tr>
<th>TYPE</th>
<th>FRONT FOOTAGE</th>
<th>CONNECTION FEE/CAP FEE</th>
</tr>
</thead>
<tbody>
<tr>
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<td>75’</td>
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</tr>
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<td>$2,400 *</td>
</tr>
<tr>
<td>Commercial (C)</td>
<td>250’</td>
<td>$4,000 *</td>
</tr>
<tr>
<td>Industrial (I)</td>
<td>500’</td>
<td>$8,000 *</td>
</tr>
<tr>
<td>Sub-division Point of Entry</td>
<td></td>
<td>**</td>
</tr>
</tbody>
</table>

* or actual front footage x $16, whichever is less
** actual Sub-division sewer system line side footage x $16

(SF) includes Duplexes and Townhomes
(MF) covers Apartments

The Connection Fee or CAP Fee for SF, MF C or I above may be paid by either a Full Payment or by ratable Monthly Installments that are added to the applicant’s monthly sewer bill for a period not to exceed 36 months. Those using the monthly installment option will be subject to Fremont Municipal Code Section 3-258 - Municipal Sewage System; Lien provisions.

The Monthly Installment Option will employ a 36 month payment period. Using this payment period and the Connection/CAP Fees above, the monthly installment plan would create a monthly charge that will be added to the sewer bill, of approximately $33 (SF), $66 (MF), $111 (C) and $222 (I) respectively until fully paid. Monthly payments for connection fees that are based on “actual frontage”, rather than CAP values may also be prorated over a 36 month period.

Voluntary annexation will remain in effect for individual property owners who are outside the City limits. However, for all City services applicants who avail themselves to any of the aforementioned sewer CAPs when obtaining City sewer services, the
property owner shall be required to voluntarily and contractually commit at the time of application to being annexed by the City after 36 months from the date of application.

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

**Fiscal Impact:** Assumed to be neutral, as there would be an initial reduction in the fees collected, but the reductions are expected to incentivize infrastructure use and increase sewer revenue collections associated with those properties that were not previously connected. This policy will also serve to promote timely annexation, thereby increasing the City’s tax base and future tax revenues.
SEWER CONNECTION POLICY

The City/Utility Policy for a connection to an existing Sanitary Sewer System that was not constructed as part of a Connection or Assessment District, or a Sewer System Line that was built by/paid for by a developer and then deeded to the City as part of the development’s sub-division agreement is set forth below:

Analysis of recent costs to install 8" sanitary service shows an approximate cost of just over $32 per front footage (construction costs only). Using ½ of that cost ($16) and typical/average UDC front footage widths per property would result in the following proposed individual fees (per connection).

<table>
<thead>
<tr>
<th>TYPE</th>
<th>FRONT FOOTAGE</th>
<th>CONNECTION FEE/CAP FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family (SF)</td>
<td>75'</td>
<td>$1,200 *</td>
</tr>
<tr>
<td>Multi-Family (MF)</td>
<td>150'</td>
<td>$2,400 *</td>
</tr>
<tr>
<td>Commercial (C)</td>
<td>250'</td>
<td>$4,000 *</td>
</tr>
<tr>
<td>Industrial (I)</td>
<td>500'</td>
<td>$8,000 *</td>
</tr>
<tr>
<td>Sub-division Point of Entry</td>
<td></td>
<td>**</td>
</tr>
</tbody>
</table>

* or actual front footage x $16, whichever is less
** actual Sub-division sewer system line side footage x $16

(SF) includes Duplexes and Townhomes
(MF) covers Apartments

The Connection Fee or CAP Fee for SF, MF C or I above may be paid by either a Full Payment or by ratable Monthly Installments that are added to the applicant’s monthly sewer bill for a period not to exceed 36 months. Those using the monthly installment option will be subject to Fremont Municipal Code Section 3-258 - Municipal Sewage System; Lien provisions.

The Monthly Installment Option will employ a 36 month payment period. Using this payment period and the Connection/CAP Fees above, the monthly installment plan would create a monthly charge that will be added to the sewer bill, of approximately $33 (SF), $66 (MF), $111 (C) and $222 (I) respectively until fully paid. Monthly payments for connection fees that are based on “actual frontage”, rather than CAP values may also be prorated over a 36 month period.

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RESOLUTION NO. 2019-100

A Resolution of the City Council of the City of Fremont, Nebraska, establishing a policy on Individual Connections to the Wastewater System of Fremont, Nebraska

WHEREAS, The Utility and Infrastructure Board recommended approval of the following policy on Individual Connections to the Wastewater System of Fremont, Nebraska:

For individual connections to an existing sanitary sewer that was not constructed as part of Connection or Assessment District or where there were four (4) or more lots platted as a development, all individual connections shall pay the following connection fees:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>AVG FRONT FOOTAGE</th>
<th>CONNECTION FEE*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family</td>
<td>100’</td>
<td>$1,600</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>200’</td>
<td>$3,200</td>
</tr>
<tr>
<td>Commercial</td>
<td>250’</td>
<td>$4,000</td>
</tr>
<tr>
<td>Industrial</td>
<td>500’</td>
<td>$8,000</td>
</tr>
</tbody>
</table>

*or actual front footage x $16, whichever is less

In cases where the applicant is not connected to City water service and is within 300 feet of an existing water main, the applicant shall be required to connect to the City water system per §3-127 of the Municipal Code.

In cases where the applicant is outside City limits, the applicant shall be required to submit for voluntary annexation into the City limits.

NOW, THEREFORE BE IT RESOLVED That the Mayor and City Council accept the recommendation of the Utility and Infrastructure Board and establish a policy on Individual connections to the Wastewater System of Fremont, Nebraska
PASSED AND APPROVED THIS ___ DAY OF __________________, 2019

ATTEST:

______________________________
Scott Getzschman, Mayor

______________________________
Tyler Ficken
City Clerk
RE: Sewer Policy Amendment - Yerger, Brad

RE: Sewer Policy Amendment

Patrick Sullivan <sullivan@adamsandsullivan.com>

Wed 7/17/2019 10:02 AM

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

Cc: Newton, Brian <Brian.Newton@fremontne.gov>; Schaben, Troy <Troy.Schaben@fremontne.gov>

I like it.

Patrick J. Sullivan
Adams & Sullivan, P.C., L.L.O.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046-2843
(402) 339-9550

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From: Yerger, Brad <Brad.Yerger@fremontne.gov>
Sent: Wednesday, July 17, 2019 9:37 AM
To: Patrick Sullivan <sullivan@adamsandsullivan.com>
Subject: Sewer Policy Amendment

Mr. Sullivan

Please advise.

Does the following statement give the City enough latitude to handle the LB 840 fund replenishment we discussed. We originally discussed the use of a loan to the Utility Fund. Your recent email on this subject appeared to limit replenishment to the use of an assessment district. I hope the language below would give the City the maximum number of options.

https://mail.fremontne.gov/owa/
If you concur this approach gives the City the maximum latitude allowed by law, is the reference to State Statute sufficient or does Federal law apply and need to be referenced as well?

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

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

https://mail.fremontne.gov/owa/
Sewer Policy

Patrick Sullivan <sullivan@adamsandsullivan.com>

Thu 6/20/2019 9:55 AM

To: Schaben, Troy <Troy.Schaben@fremontne.gov>

Cc: White, Robin <Robin.White@fremontne.gov>; Yerger, Brad <Brad.Yerger@fremontne.gov>; Travis Jacott <jacott@adamsandsullivan.com>; Timothy Buckley <buckley@adamsandsullivan.com>; Molly J. Miller <miller@adamsandsullivan.com>; Newton, Brian <Brian.Newton@fremontne.gov>

Troy:
I do not know if I fully follow the 8 points or the policy so I would need to have some discussion with you on this but here are my initial thoughts.

1. This has got to be the most generous sewer connection policy that I am aware of. I also do not see where we can waive fees to someone who is building a certain amount of lots or more. That appears to me to be discriminate treatment and does not fully fund capitalized costs.

2. I would need some more clarity on “voluntary annexation” but I am not seeing where being within 300’ requires mandatory connection. You could require mandatory connection within the city but not within the ETJ. With that being said, if someone has a perfectly good septic system, why would the city force them to connect? I would use the building permits process to state that if a sewer is within 300’ that no building permit will be issued for a septic system and that would force connection to the sewer system. This would happen with all new construction and when a septic system goes bad.

3. The sewer fund is considered an enterprise fund so all funds going into and out of must be used for the sewer system and cannot be used to replenish the LB840 fund or any other funds. Other funds can borrow from the sewer fund but this should be only for short term cash flow issues with the sewer fund being paid back in a short period, preferably less than a year.

4. Not sure why we would put a cap on the fees instead of just using front footage. The cost of install continues at $32 feet even after you surpass the 75’, 150’, 250’ or 500’.

Patrick J. Sullivan
Adams & Sullivan, P.C., L.L.O.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046-2843
(402) 339-9550

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SEWER (WATER) CONNECTION POLICY
RECOMMENDATIONS RATIONALE

GOALS:
- Maximize use of existing City sewer and water infrastructure, cost recovery while expanding
  the City’s tax base through annexation.
- Insure equity among tax payers, developers and private property owners in affordably
  providing, accessing and utilizing the City’s sewer and water infrastructure.
- Encourage and maximize use of newly constructed City infrastructure and services while
  effectively managing and balancing infrastructure cost recovery and connection charge
  affordability.
- Strike a balance between encouraging City service connections and fairness in the recovery
  of infrastructure costs through fee structures relating to taxpayer, developer and property
  owner use of, and payment for City infrastructure costs.

INFRASTRUCTURE POLICY CONSIDERATIONS:
- Revamp both Sewer and Water policies to mirror each other as much as possible. This will
  serve to resolve and coordinate issues and approaches employed to facilitate a balance in
  the City Sewer and Water service infrastructure cost recovery and affordability of
  connections, while striving to address UDC changes, annexation and fairness among
  infrastructure users when services are requested inside or outside the city limits.
- Employ reduced UDC lot frontages and lot relationships in developing affordable connection
  CAPs, exemptions, monthly payments and incentives for City infrastructure service use as
  well as annexation assurance and timing to facilitate future taxation revenue.
- Bring sewer and water connections policies into sync so that developers and private citizens
  are equitably treated; the water policy requires assessment and modification to reflect
  suggestions being made for sewer policy.
SUGGESTIONS:

1. Set Sewer Connection infrastructure per foot charge.
   a. Currently the $ rate per foot charged used for a sewer connection is approximately $10 - $12.
   b. Staff’s recent comparable range analysis of sewer connection charges shows other municipality charges ranging from approximately from $20 - $46 per foot; $ rate would range from $10 - $23 per foot.
   c. Set the rate per ½ foot – Staff recommended $16;

2. Update and modify the frontage values in the Sewer Policy (and Water Policy) to recognize reduced UDC lot standards and frontages.
   a. Use 75’, 150’, 250’ and 500’ footage values for Single Family (Single, Duplex, Town Home), Multi-Family (Apartments), Commercial and Industrial, respectively.

3. Cap the Sewer connection values at levels that reasonably reflect the ½ per foot rates and lot frontage values.
   a. Cap the connection fee values in each category at $1,200 for (SF), $2,400 for (MF); $4,000 for (C) and $8,000 for (I). Continue to employ “actual front footage x rate, whichever is smaller exception to flat rate charge.

4. Provide for Connection Fee payment options.
   a. Monthly Payment Plan Option - Adopt a monthly payment plan as an alternative to a lump sum payment (e.g. a monthly payment plan up to 36 months -- approx., based on above Caps (see #3) - $33, $66, $111 and $222 until paid) or some other period of time).
5. Remove the 4-lot “total exemption” of the Sewer and Water connection fees.

Comment [B5]: Exemption removed based on input received from the City Attorney.

A Subdivision Point of Entry Charge was added due to the removal of the 4-lot exemption.

The Water Policy will be revised in the future to eliminate this exemption as well.

6. No immediately “forced” annexation.
Maintain the “voluntary” annexation option and for individual property owners, who avail themselves to any of the aforementioned CAPs or the installment option but require a date certain for the property’s future annexation into the City (e.g. 36 months). Employ the same annexation requirement for all incentivized fee payments.

Comment [B6]: This approach allows voluntary and eventual annexation without forcing immediate annexation so that annexation will be assured and occur no later than the end date of the monthly installment period.

Using the Sewer/Water policy’s established monthly payment terms, would tie an annexation contractual “requirement” to the end of the term allowed for the monthly payment plan (e.g. 36 months).

7. Collect and apply payments collections to the source of funds.
Insure that any connection fee charges (Sewer or Water) that are collected for infrastructure build out that were initially paid for using taxpayer mechanisms, like LB840 economic development fund, get collected and refunded back to the proper fund, e.g. LB840 fund, for reuse.

Comment [B7]: If City funding of infrastructure comes from sources outside the “general” Infrastructure operational budget, those sources should be replenished by any collections received for fees charged for accessing those facilities. This will serve to replenish the source funds for reuse.

This should also help minimize potential double recovery help assure that taxpayers/ratepayers aren’t funding City service infrastructure through multiple sources.
TO: Honorable Mayor and City Council
FROM: Troy Schaben, Assistant City Administrator – Utilities
DATE: October 29, 2019
SUBJECT: Sanitary Sewer Connection Fee Policy

Recommendation: Introduce and hold first reading of Ordinance 5512 for Connection to Existing Sanitary Sewer System

Background:

The City Council voted on September 10, 2019 to continue discussion to the last meeting in October.

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

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

Fiscal Impact:

Impact will be minimal as this is a codification of existing practice.
October 15, 2019

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

RE: Sewer Line Extension Policy

Dear Brian:

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

Background

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

As existing septic systems need to be replaced, it is not unusual for a property owner to request connection to the existing sewer system. Connecting to the Fremont sewer system is less expensive than replacing a septic system while providing lower long-term operating costs and fewer maintenance issues for the property owner. What is important from the perspective of the sewer system is to ensure that the property owner pays its fair share of existing facility costs as well as incremental connection costs so that existing customers are not subsidizing new customers.
The approach Fremont has been using on an informal basis to connect customers that are not part of an improvement district is to assess the following costs:

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

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

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

**Purpose and Approach**

The purpose of this project was to:

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

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

**Comparable Municipality Analysis**

JKEC reviewed the existing sewer connection policy of several Nebraska municipalities. The review was focused on connection costs for new customers that are not covered by an improvement district or other similar mechanism. This approach would cover the scenario where a customer not included in an improvement district requests connection to the Fremont sewer system. In an improvement district, sewer connection and extension
costs are addressed and assessed to the property owners in the improvement district, so no additional costs need to be allocated to these customers.

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

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

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

Lincoln uses an impact fee approach. Under this approach, each lot is assessed the same amount regardless of frontage. Each lot is also responsible for connection costs to tap the sewer line. In Kearney, the fee is based on actual cost to extend the line or a “benefits” test recorded by the Register of Deeds.
The prevalent method used by the municipalities identified is to use the frontage method, and some utilities charge an additional fixed fee. The approach currently used by Fremont is consistent with the prevalent method of these other utilities.

Cost of Service Analysis

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

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>$17.33</td>
</tr>
<tr>
<td>Expenses</td>
<td>$7.15</td>
</tr>
<tr>
<td>Customer</td>
<td>0.98</td>
</tr>
<tr>
<td>Collection</td>
<td>1.04</td>
</tr>
<tr>
<td>Treatment</td>
<td>5.13</td>
</tr>
<tr>
<td>Total Marginal Expense</td>
<td>$7.15</td>
</tr>
<tr>
<td>Monthly Residential Margin</td>
<td>$10.18</td>
</tr>
<tr>
<td>Five Year NPV</td>
<td>$536</td>
</tr>
</tbody>
</table>

Table 3 (see page 5) is an estimate of the sewage treatment plant costs allocable to a new customer. This calculation is based on the net plant in service related to existing sewage treatment plant in service and excludes new plant expenses that are being funded by the issuance of debt. The estimated value of net plant in service for treatment facilities is $187 for a typical residential customer. The net margins from a new customer are adequate to fund the cost of existing treatment facilities.
The new customer is required to pay for the actual costs of tapping the sewer system, so existing customers do not subsidize costs associated with the new customer tapping the sewer system. Fremont charges a frontage fee of $16/ft., based on the length of the property line where the sewer main was constructed. This cost is comparable to one-half of the construction cost of a new sewer line construction and assumes the line would be tapped by customers with frontage on both sides of the line. Fremont does not track historical construction costs of individual lines, so use of a single frontage fee for the entire system is a reasonable substitute.

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

**Multi-Lot Development Waiver**

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

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

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

Table 4
Projected Margin Analysis
Multiple-Lot Development

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

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

Written Policy

Attachment 1 to this letter is proposed language that would amend the Municipal Code to implement the proposed policy. The existing Municipal Code has language addressing sewer connections but does not include the specific costs. Implementing the attached ordinance would reduce the existing practice to written language that is included in the Municipal Code for future reference. The proposed language in Attachment 1 should be reviewed by Fremont’s legal counsel prior to presentation to the City Council.
JKEC appreciates the opportunity to work with the City on this project. We look forward to working with you to implement the proposed policy.

Sincerely yours,

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

Attachment
<table>
<thead>
<tr>
<th>Service Call Fees - working day</th>
<th>Fremont</th>
<th>Suggested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restore Service</td>
<td>$55.00</td>
<td>$90.00</td>
</tr>
<tr>
<td>Water Service Blowout Fee</td>
<td>$200.00</td>
<td>Same</td>
</tr>
<tr>
<td>Frozen Meter 5/8”</td>
<td>$40.00</td>
<td>Same</td>
</tr>
<tr>
<td>Frozen Meter 3/4”</td>
<td>$55.00</td>
<td>Same</td>
</tr>
<tr>
<td>Frozen Meter 1”</td>
<td>$90.00</td>
<td>Same</td>
</tr>
<tr>
<td>Frozen Meter 1-1/2” or Larger</td>
<td>at cost</td>
<td>$150.00</td>
</tr>
<tr>
<td>Private Hydrant Check</td>
<td>$94.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Smoke Test</td>
<td>$10.00</td>
<td>$30.00</td>
</tr>
<tr>
<td>Service Call Fees - after hours</td>
<td>Fremont</td>
<td>Suggested</td>
</tr>
<tr>
<td>Restore Service</td>
<td>$55.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Water Service Blowout Fee</td>
<td>$200.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>Frozen Meter 5/8”</td>
<td>$40.00</td>
<td>$90.00</td>
</tr>
<tr>
<td>Frozen Meter 3/4”</td>
<td>$55.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Frozen Meter 1”</td>
<td>$90.00</td>
<td>$140.00</td>
</tr>
<tr>
<td>Frozen Meter 1-1/2” or Larger</td>
<td>at cost</td>
<td>Same</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fire lines (One Time Charge in Addition to Tap Fee)</th>
<th>Fremont</th>
<th>Suggested</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1/2”</td>
<td>$60.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>2”</td>
<td>$60.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>3”</td>
<td>$120.00</td>
<td>$180.00</td>
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<tr>
<td>4”</td>
<td>$300.00</td>
<td>$450.00</td>
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<tr>
<td>6”</td>
<td>$600.00</td>
<td>$850.00</td>
</tr>
<tr>
<td>8”</td>
<td>$900.00</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>10”</td>
<td>$1,200.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>12”</td>
<td>$1,600.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>Fire Hydrant Flow Test Fee</td>
<td>$225.00</td>
<td>$250.00</td>
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<table>
<thead>
<tr>
<th>Compost Fee</th>
<th>Fremont</th>
<th>Suggested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pick-Up / Single Axle Trailer</td>
<td>$10.00</td>
<td>Same</td>
</tr>
<tr>
<td>All Other Trucks / Trailers (per bucket load)</td>
<td>$10.00</td>
<td>Same</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sludge Fee (per 1000 Gallons)</th>
<th>Fremont</th>
<th>Suggested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Septic’s</td>
<td>$25.00</td>
<td>Same</td>
</tr>
<tr>
<td>Other Systems</td>
<td>$25.00</td>
<td>Same</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Natural Gas System</th>
<th>Fremont</th>
<th>Suggested</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas Department will extend first 75’ of Gas Service at no charge</td>
<td>$0.00</td>
<td>Same</td>
</tr>
<tr>
<td>Gas Department will extend first 100’ of Gas Main at no charge</td>
<td>$0.00</td>
<td>Same</td>
</tr>
<tr>
<td>Service Line Installation 1/2 to 1” (Over 75’)(per ft.)</td>
<td>$15.00</td>
<td>Same</td>
</tr>
<tr>
<td>Service Line Installation over 1” (Over 75’)</td>
<td>price quoted upon request</td>
<td></td>
</tr>
<tr>
<td>2” Main Installation (over 100’)(per ft.) Labor Only / Does not include cost Materials</td>
<td>$15.00</td>
<td>Same</td>
</tr>
<tr>
<td>4” Main Installation (over 100’)(per ft.) Labor Only / Does not include cost Materials</td>
<td>$20.00</td>
<td>Same</td>
</tr>
<tr>
<td>6” Main Installation (over 100’)(per ft.) Labor Only / Does not include cost Materials</td>
<td>$25.00</td>
<td>Same</td>
</tr>
</tbody>
</table>
AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING CHAPTER 3, Article 2, SECTION 3-230 OF THE FREMONT MUNICIPAL CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING WHEN THE FEES ARE EFFECTIVE; AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

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

Sec. 3-230. – Municipal Sewerage System; charge and considerations for connections

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

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

(2) If abutting the property there is an existing public sewer laid according to the specifications of the City of Fremont and (a) the property has not previously been included within an improvement district created for the purpose of construction of the sewer; (b) no part of the cost of construction of the sewer has been paid by the owner or previous owner(s) of the property (the cost of construction shall not include the furnishing of a right-of-way or payment of general taxes or sewer charges); and (c) the property is adjacent to, but not within the City's corporate limits; then no permit shall be issued until the property owner files a petition to voluntarily annex the property into the City and there is paid a fee (listed in the Master Fee Schedule) per running foot of the premises abutting the street or alley in which the sewer is located. This fee shall be in addition to the tap fee set out in paragraph (1).

(3) If there is no public sewer abutting the property, the connection charge shall be the estimated assessable cost for installing a public sewer in front of the property plus the tap fee set out in paragraph (1) and if the property is adjacent to, but not within the City's corporate limits, the property shall file a petition to voluntarily annex the property into the City. Assessable costs shall be determined by the Mayor and City Council upon the recommendation of the City Engineer and the City Administrator.

(4) If a developer proposes to connect four or more services to the City sewer system, the frontage fee in the Master Fee Schedule will be waived if all of the following conditions are met:
a. The developer constructs all sewer facilities between the City’s existing main and the individual premises in accordance with the City’s construction standards and turns those facilities over to the City upon their completion.

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

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

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

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

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

PASSED AND APPROVED THIS ____ DAY OF ________________, 2019.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Dave Goedeken, Director of Public Works/City Engineer
DATE: October 29, 2019
SUBJECT: September 10, 2019 Traffic Committee Report

Recommendation: Approve Ordinance No. 5505 setting speed limit on SunRidge Lane and hold final reading.

Background: City Staff meets monthly to consider traffic related issues in the City of Fremont. The committee met on September 10, 2019 to consider three items, including a recommendation of the speed limit on SunRidge Lane.

The committee recommends the following:

• Approve Ordinance to set speed limit on Sunridge Lane at 30 mph. (Amended by City Council at the September 24th meeting to 25 mph)

Fiscal Impact: The City will have the expense of the placing the signs.
ORDINANCE NO. 5505

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, TO AMEND CHAPTER 5, SECTION 5-301, SUB-SECTION 3, OF THE FREMONT MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, REPEALING PROVISIONS IN CONFLICT WITH SUCH AMENDMENTS; RETAINING NON-CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE OF SUCH AMENDMENTS; AND, PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

SECTION I - CHAPTER 5, SECTION 5-301, SUB-SECTION 3; is hereby amended as follows:

SUB-SECTION 3, 25 Miles Per Hour

   e.  Sunridge Lane, Military Avenue to Jack Sutton Drive

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That the originals ordinances or parts of ordinances of the City of Fremont and sections of the Fremont Municipal Code amended herein, and all other ordinances of the City of Fremont in conflict herewith are hereby repealed.

SECTION III. PUBLICATION IN PAMPHLET FORM. This Ordinance shall be published in pamphlet form and distributed as a City Ordinance.

SECTION IV. 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 29th DAY OF OCTOBER, 2019

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK
Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, Planning Director
DATE: October 29, 2019
SUBJECT: Voluntary Annexation North 220’ Lot 1, Fountain Springs 4th Subdivision

Recommendation: Hold second reading of Ordinance 5506

Background:

A Voluntary Annexation Petition has been received for the North 220’ of Lot 1, Fountain Springs 4th Subdivision.

This property request is associated with a previously approved Conditional Use Permit for apartments and annexation of another portion of the project area.

The original annexation request from the developer did not include the portion of this lot in the legal description that was provided. The developer thought that only Lot 2, Fountain Springs 4th Subdivision was outside the city limits.

It is not clear why half of Lot 1, Fountain Springs 4th Subdivision is in the City limits and half of it is out of the City limits.

The proposed annexation is contiguous to the City.

The City Council has approved a redevelopment plan and TIF financing that includes the portion of this parcel that is outside of the city limits.

This request is consistent with the Comprehensive plan and with State Statutes.
Area of Proposed Annexation
ORDINANCE NO. 5506

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ANNEXING BY VOLUNTARY PETITION PROPERTY DESCRIBED AS THE NORTH 220' OF LOT 1 FOUNTAIN SPRINGS 4TH SUBDIVISION LOCATED IN SECTION 11, 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); 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 September 16, 2019, 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

The north 220 feet of Lot 1, Fountain Springs 4th Subdivision 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 purchase of the property by Fremont Enterprises, LLC.

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 12TH DAY OF NOVEMBER, 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: October 29, 2019
SUBJECT: Request for change to Section 11-504.01(B) of the UDC

Recommendation: Hold Second Reading of the Ordinance 5507

Background:

Multi-family dwellings require a Conditional Use Permit in the SR, Suburban Residential; AR, Auto-urban Residential, and; UR, Urban Residential zoning districts. At the time the UDC was adopted, the Conditional Use Permit was required only in the SR and AR districts. Multi-family dwellings were a permitted use in the UR district.

The requirement to make multi-family dwellings a conditional use in the UR district occurred between the tenure of the prior planning director and that of the current director. The staff report does not specify the reason for the change.

The change led to inconsistency in portions of the UDC regarding the total number of units permitted per acre and in the distance from other multi-family developments.

Table 11-602.01 allows a maximum gross density of 6 multi-family units per acre in the SR district; 12 units per acre in the AR district; and, 24 units per acre in the UR district.

Section 11-504.01(B)(3) currently states that multifamily dwellings are permitted if “There are no more than 12 units per acre.”

The prior zoning code distinguished between multi-family developments of 12 units or less and those with 12 units or more. Multi-Family developments with 12 unit or less were allowed in the R-3 district with a Conditional Use Permit. Multi-family developments of any size were allowed in the R-4 district. This seems to be where the “12 units per acre” stipulation originated.

This proposal establishes consistency between the number of multi-family units per acre allowed in Table 11-602.01 and in the Conditional Use requirements in Section 11.504.01(B)3.

Section 11-504.01(B)2 states that multifamily developments should be greater than 300 feet from any other multi-family development. The SR and AR districts are lower density districts so a distance between multi-family districts is reasonable. The UR district is designed to be a higher density district, so the distance requirement between developments does not make sense. This proposal is to require a distance between multi-family developments only in the SR and AR districts.
The proposed language is redlined below:

Sec. 11-504.01. - Residential and commercial use of the home standards.

The standards of this section apply to residential and commercial use of the home that are specified in Table 11-504.01., Residential and Commercial Use of the Home, as limited ("L") or conditional ("C").

B. Multifamily Dwellings are permitted if it is demonstrated that:

1. They are located greater than 300 feet from either R, MH, BP, 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;

2. If located in the SR or AR district, they are located greater than 300 feet from any other multiple family development, as measured from the boundary lines nearest each other;

3. There are no more than 6 units per acre in the SR district, 12 units per acre in the AR district and 24 units per acre in the UR district;

4. 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.

Recommendation: Hold second reading
ORDINANCE NO. 5507

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 September 16, 2019 and subsequently by the City Council on October 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 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 11-504.01 is hereby amended and replaced as shown below, incorporated by reference herein:

Sec. 11-504.01. - Residential and commercial use of the home standards.
The standards of this section apply to residential and commercial use of the home that are specified in Table 11-504.01., Residential and Commercial Use of the Home, as limited (“L”) or conditional (“C”).

B. Multifamily Dwellings are permitted if it is demonstrated that:

1. They are located greater than 300 feet from either R, MH, BP, 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;

2. If located in the SR or AR district, the proposed multifamily dwellings shall be located greater than 300 feet from any other multiple family development, as measured from the boundary lines nearest each other;

3. There are no more than 6 units per acre in the SR district, 12 units per acre in the AR district and 24 units per acre in the UR district;
4. 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.

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 12th DAY OF NOVEMBER, 2019

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Mike Royuk, Distribution Superintendent
Troy Schaben, Assistant City Administrator Utilities
DATE: October 29, 2019
SUBJECT: ALTEC AM55 Overcenter Aerial Device with Material Handling


Background: The Distribution Department has budgeted for the replacement of a 1999 ALTEC A50-OC Overcenter Aerial Device. The 1999 ALTEC A50-OC Aerial Device will be sold at auction as soon as possible after the new one has arrived.

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

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

Since the purchase of the ALTEC AM55 Overcenter Aerial Device is greater than $50,000, staff recommends purchasing an ALTEC AM55 through Sourcewell contract (Contract No. 012418-ALT) with ALTEC Industries Incorporated. This contract was prepared in accordance with Sourcewell’s usual and customary procedures and policies for all materials and equipment necessary to provide the purchase of one each ALTEC AM55 Overcenter Aerial Device for the City of Fremont, Department of Utilities as the City may determine in compliance with the prices as established by Sourcewell.

When comparing the value of the Sourcewell purchase contract with ALTEC Ind. Inc., the discounted price from Sourcewell is $257,946, compared to a price of $262,300 from ALTEC Ind. Inc. without the discount. That is a $4,354 discount using the NJPA.

Fiscal Impact: $257,946 - Budgeted expense for 2019-2020
Unit / Body Specifications

- Altec model AM55E articulating overcenter aerial device
  working height: 61.0 ft
  side reach: 48.8 ft
- Automatic upper boom stow
- Single two-man side mounted platform with platform elevator and 90 degree rotator. Includes hydraulically extended jib/winch
- Hydraulically articulated jib
- Remote engine start/stop with secondary stowage system
- Category B, 46 KV and below
- X-frame primary outriggers with safety interlock system
- A-frame auxiliary outriggers with fold-up shoe and safety interlock system
- Platform cover
- Telescopic jib extension, 3 in dia x 36 in L
- Swivel hook for winch load line
- Hydraulic oil heater, engine coolant style
- Tool circuit
- Fiberglass body
- Aerial service line body with step
- Fiberglass hotstick shelf
- Fiberglass hotstick shelf
- Fiberglass hotstick shelf
- Aluminum tailshelf
- Aluminum top opening storage box
- Aluminum top opening storage box
- Aluminum open top storage bin
- Swivel Style Pintle Hitch (30 000 LB MGTW with 6 000 LB MVL), 11 Bolt T-Mount, Wallace Forge T-15 (T-125 Style)
- Inverter storage enclosure in chassis cab
- Mount Water Cask Bracket on Curbside Outrigger
- Complete LED FMVSS lighting package
- Amber LED strobe light
- Directional light bar, amber
- Flood light, LED
- Multi-point grounding system
- Straight stainless steel grounding lug
- Electric trailer brake controller
- Inverter, 3600 watt, pure sine wave, 120 VAC
- Standard Altec warranty: one (1) year parts, one (1) year labor, ninety (90) days travel and limited lifetime structural

Chassis Specifications

- Freightliner M2-106
- 4x2 drive train
- 120 Inch CA
- Extended cab
- 300 HP engine rating
- Allison 3000 RDS automatic transmission
- GVWR 37,600 lb
- 14,600 Lb front GAWR
- 23,000 Lb rear GAWR
Price: $262,300.00
**REFERENCE ALTEC MODEL**

<table>
<thead>
<tr>
<th>Model</th>
<th>Description</th>
<th>Price</th>
</tr>
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<tbody>
<tr>
<td>AM55</td>
<td>Overcenter Aerial Device with Material Handling (Insulated)</td>
<td>$184,977</td>
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</tbody>
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(A.) **SOURCEWELL OPTIONS ON CONTRACT (Unit)**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AM55-WESR Extended Side Reach (With X-Frame Primary Outriggers)</td>
<td>$4,411</td>
</tr>
<tr>
<td>2</td>
<td>LTC LOWER TOOL CIRCUIT</td>
<td>$374</td>
</tr>
<tr>
<td>3</td>
<td>BK WATER CASK (Includes Bracket)</td>
<td>$206</td>
</tr>
<tr>
<td>4</td>
<td>CH Cone Holder, Fold Over Post Style</td>
<td>$277</td>
</tr>
<tr>
<td>5</td>
<td>RL COMPARTMENT LIGHTS in Body Compartments - Rope LED (Per Compartment)</td>
<td>$148</td>
</tr>
<tr>
<td>6</td>
<td>VRI 120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure</td>
<td>$1,458</td>
</tr>
<tr>
<td>7</td>
<td>T10 TELESCOPIC JIB EXTENSION; 3.00 IN DIA; 36.69 IN L; 7 ADJUSTABLE HOLES;;;</td>
<td>$506</td>
</tr>
<tr>
<td>8</td>
<td>TBE ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes</td>
<td>$233</td>
</tr>
<tr>
<td>9</td>
<td>CHOCKS Rubber Wheel chocks and holders (Qty. two)</td>
<td>$51</td>
</tr>
</tbody>
</table>

**SOURCEWELL OPTIONS TOTAL:** $192,641

(B.) **OPEN MARKET ITEMS** *(Customer Requested)*

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>UNIT Grab Handles, E/H Outrigger Controls, Boom Cover, Larger Outrigger Shoes</td>
<td>$6,925</td>
</tr>
<tr>
<td>2</td>
<td>UNIT &amp; HYDRAULIC ACC AB Chance Wireholder/Sheave, Canvas Jib Bag, Xmas Tree, Scuff Bad, Ergo Pad</td>
<td>$8,731</td>
</tr>
<tr>
<td>3</td>
<td>BODY Custom Fiberglass Body and Boxes</td>
<td>$24,826</td>
</tr>
<tr>
<td>4</td>
<td>BODY &amp; CHASSIS ACC PVC Tubes, Vice Bracket, Sight Rod, D-rings, Hose Guards, Steps</td>
<td>$3,110</td>
</tr>
<tr>
<td>5</td>
<td>ELECTRICAL Inverter, Strobes, Light Bar, Radio Install</td>
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<td>7</td>
<td>CHASSIS Custom Chassis</td>
<td>$24,826</td>
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**OPEN MARKET OPTIONS TOTAL:** $65,305

**SUB-TOTAL FOR UNIT/BODY/CHASSIS:** $257,946

**Delivery to Customer:**

**TOTAL FOR UNIT/BODY/CHASSIS:** $257,946

(C.) **ADDITIONAL ITEMS** *(items are not included in total above)*

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**Pricing valid for 45 days**

**NOTES**

**PAINT COLOR:** White to match chassis, unless otherwise specified

**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

**TO ORDER:** To order, please contact the Altec Account Manager listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** No later than 390 days ARO, FOB Customer Location

**TERMS:** Net 30 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov’t Sales Manager, In-Service Training with Every Order.

**TRADE-IN:** Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

**BUILD LOCATION:** Midwest
RESOLUTION NO. 2019-219

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Fremont Department of Utilities Staff to purchase a replacement AM55 Overcenter Aerial Device from ALTEC Industries Incorporated through Sourcewell.

WHEREAS, The Fremont Department of Utilities (FDU) plans and budgets for ongoing equipment replacements and the replacement of a 1999 A50-OC Overhead Aerial Device is budgeted this year.

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

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

WHEREAS, FDU has determined that the lowest and best purchase option is to purchase an AM55 Over-center Arial Device with Material Handling (insulated) from ALTEC Ind. Inc. through the National Joint Power Alliance (Contract No. 0124118-ALT) for $257,946.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council accept the recommendation of the Board of Public Works to authorize the FDU General Manager to purchase a 55ft AM55 Over-center Arial Device with Material (insulated) from ALTEC Ind. Inc., through the National Joint Power Alliance for $257,946.

PASSED AND APPROVED THIS 29th DAY OF OCTOBER, 2019.

_____________________________
Scott Getzschman, Mayor

ATTEST:

___________________________
Tyler Ficken
City Clerk
TO:    Honorable Mayor and City Council
FROM: Brian Newton, City Administrator
       Mike Royuk, Distribution Superintendent
DATE: October 29, 2019
SUBJECT: Ditch Witch RT80T4 Trencher


Background: The Distribution Department has budgeted for the replacement of a 2004
Ditch Witch trencher. This trencher will be sold at auction as soon as the new trencher
has been received.

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

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

Since the purchase of the Ditch Witch RT80T4 Trencher is greater than $50,000, staff
recommends purchasing a Ditch Witch RT80T4 Trencher through Sourcewell contract
(Contract No. 012418-CMW) Ditch Witch Undercon Omaha. This contract was prepared
in accordance with Sourcewell’s usual and customary procedures and policies for all
materials and equipment necessary to provide the purchase of one Ditch Witch RT80T4
Trencher for the City of Fremont, Department of Utilities as the City may determine in
compliance with the prices as established by Sourcewell.

When comparing the value of the Sourcewell purchase contract with Ditch Witch
Undercon Omaha, the discounted price from Sourcewell is $148,224.21, compared to a
price of $161,989.23 from Ditch Witch Undercon Omaha. That is a $13,765.02 discount
using Sourcewell.

Fiscal Impact: $148,224.21 - Budgeted expense for 2019-2020
DITCH WITCH UNDERCON

10304 S APP BROTHERS DRIVE
OMAHA, NE 68138-3892
Phone 402-895-2444
Fax 402-895-5163

FREMONT DEPT OF UTILITIES
DEB ANDERSON

400 E MILITARY AVE
FREMONT, NE 68025-5141

INFO@DWUNDERCON.COM

Quote: 50244481
Ext. Ref.:  
Description:  
Date: 10/16/2019  
Salesperson: Mitch Swartzendruber  
Mobile Phone:  
Email:  

Price Quote
Quote valid for: 30 days, until 11/15/2019

RT80T4 Heavy Duty Trencher

The Ditch Witch® RT80T4 hydrostatic unit can be used with a variety of front and rear attachments. The basic power unit is priced less all options and attachments. Select these items from the appropriate lists. The Ditch Witch® RT80T4 basic unit includes the following: Deutz TD 3.6 L4 water cooled diesel engine (74 hp gross @ 2,500 rpm) EPA Tier 4, EU, Stage IIB compliant OR Deutz TD 3.6 L4 water cooled diesel engine (74, hp gross @ 2,500 rpm) EPA Tier 4i, EU Stage IIIA compliant, four-wheel, drive, 2 - post Roll Over Protective Structure, hand throttle, cruise, control, rear steer, 3 speed "shift on the fly" ground drive, automotive, type steering on oscillating Carraro front differential, enclosed and, lubricated ground drive gearbox, infinitely variable hydrostatic, attachment drive, deluxe adjustable operator#s seat, seat belt, parking, brake, 12-volt electric start, integrated Digital Gauge Display (gauges., interlock, indicators, and diagnostic) and air filter restriction.

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<td>30&quot; BOOM STUB KIT</td>
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<td>3P, 5' CLEANER BAR</td>
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<td>CLEANER SHOE &amp; SLIDE KIT</td>
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Equipment Subtotal $ 153,544.29
Subtotal Before Tax $ 153,544.29
DITCH WITCH UNDERCON

10304 SAPP BROTHERS DRIVE
OMAHA, NE 68138-3892
Phone 402-895-2444
Fax 402-895-5183

FREMONT DEPT OF UTILITIES
DEB ANDERSON

400 E MILITARY AVE
FREMONT, NE 68025-5121
INFO@DWUNDERCON.COM

Quote: 50244481
Ext. Ref.: 
Description: 
Date: 10/16/2019
Salesperson: Mitch Swartzendruber
Mobile Phone: 
Email: 

Price Quote
Quote valid for: 30 days, until 11/15/2019

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**TRENCHER**

Trenchers

- RT80T4 Heavy Duty Trencher
  - With the following configuration:
  - Decals: English
  - Engine: Highly Regulated
  - Roll over protection: 4-post
  - Backfill Blade: 6-way tilt 72 in
  - Hydraulic Manifold Kit: No
  - Color: Standard
  - Hydraulic Oil: Standard

**WORK LIGHT KIT**

A820 Backhoe Attachment

- With the following configuration:
  - Decals: English
  - Backhoe Bucket: 18 in HD
  - Stabilizer Pads: Dirt Pad
  - Color: Standard
  - Hydraulic Oil: Standard

---

**Confidentiality Notice:**

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 800-654-6481 to arrange for return of the document.
### Quotation Details

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<td>H813A</td>
<td>H813 Digging Attachment</td>
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<td>Decals English</td>
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<td>NON DW TRAILER</td>
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Global Account Price Quote
Quote Valid until: 12/10/2019

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

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Quotation Details

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Confidentiality Notice:
This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 800-654-6481 to arrange for return of the document.
RESOLUTION NO. 2019-220

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing Staff to purchase a replacement Ditch Witch RT80T4 Trencher from Ditch Witch Undercon Omaha through Sourcewell.

WHEREAS, The Fremont Department of Utilities (FDU) plans and budgets for ongoing equipment replacements and the replacement of a 2004 Ditch Witch 40; and,

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

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

WHEREAS, Staff has determined that the best value is to purchase a Ditch Witch RT80T4 trencher from Ditch Witch Undercon Omaha NE. through Sourcewell (Contract No. 012418-CMW) for $148,224.21.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board to authorize staff to sign a purchase agreement and to issue a purchase order to Ditch Witch Undercon Omaha though Sourcewell for $148,224.21.

PASSED AND APPROVED THIS 29th DAY OF OCTOBER, 2019.

_________________________
Scott Getzschman, Mayor

ATTEST:

_________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Dave Goedeken, Director of Public Works/City Engineer
DATE: October 29, 2019
SUBJECT: October 21, 2019 Traffic Committee Report

Recommendation: Approve and Place October 21, 2019 Traffic Committee Report into the record. Approve Resolution 2019-221 to place “No Engine Breaking” signs on Morningside Road.

Background: City Staff meets monthly to consider traffic related issues in the City of Fremont. The committee met on October 21st to consider three items. (See Attached Committee Report)

1) Speeding on 4th Street between Grant and 4th Avenue.

2) Placement of “No Engine Breaking” signs on Morningside Road between Hwy 275 and Luther Road.

3) Removal of parking stall on North side of 5th Street between “C” and “D” Streets.

4) Consider request of property owner on Lincoln Ave. between 16th and 19th Streets for parking restrictions at drive approaches.

5) Request for posting of speed limit signs on 9th Street between Davenport Avenue and Edearl Lane.

The committee recommends the following:

- No further action on 4th Street.
- Approve resolution to place “No Engine Breaking” signs on Morningside.
- Continue 5th Street parking stall issue to the November Committee Meeting.
• Allow Police Department to monitor parking stall violations on Lincoln Ave
• No further action on 9th Street.

**Fiscal Impact:** The City will have the expense of the additional sign placement.
TRAFFIC COMMITTEE MEETING REPORT

ITEMS FOR DISCUSSION          OCTOBER 21, 2019

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

1) Speeding on 4th Street between Grant and 4th Avenue.

   The Committee had received a request to check the speeds of traffic in this segment of 4th Street. The Police Department was also contacted by the same individual with the same concerns. Grant Elementary is in the vicinity, the street is not posted for speed. By city code, the street would be a 25 mph zone.

   Chief Elliot reported that officers have monitored this area due to the complaint. However, speeding was not observed and no tickets were issued. The Public Works Department placed traffic counters in the vicinity to determine volumes and speeds of traffic. Speed observed by the counters was in tolerance of the 25 mph.

   The committee recommends no further action being taken.

2) Placement of “No Engine Breaking” signs on Morningside Road between Hwy 275 and Luther Road.

   Complaints have been received regarding excessive noise due to engine breaking in this stretch of Morningside Road.

   Vylidhal reported there are no signs in the area and the Street Dept has received similar complaints recently.

   The committee recommends placement of “No Engine Breaking” signs both in the Westbound and Eastbound directions. This sign would be considered a regulatory sign and needs to be approved by the City Council by resolution.

3) Removal of parking stall on North side of 5th Street between “C” and “D” Streets.

   This parking stall is located immediately in front of the First Baptist Church. There is a row of stalls between “C” Street and the drive into the residence in front of the church.
The last stall in front of the residence is very close to the drive approach and encroaches into the movement of vehicles entering and exiting the drive.

The committee looked at the drive and considered the closeness of the west limit of the stall in relation to the drive approach and agreed it is very close.

**Public Works will survey this stall and existing stalls east of this one and determine if all the stalls can be shortened and increasing the distance between the drive approach and the stall. Committee will consider the issue again at the November meeting.**

4) Consider request of property owner on Lincoln Ave. between 16th and 19th Streets for parking restrictions at drive approaches.

Vyhlidal received a request to paint curb red on both sides of the drive at 1711 Lincoln Ave. The property owner was concerned that vehicles are parking too close to his drive approaches and making it difficult to enter and exit drive. The property is across the street from Fremont High School and number of parked vehicles in the area is high while school is in session and during school events.

**The Committee determined it isn’t practicle to mark drive approaches in every instance along this stretch of street. Chief Elliot felt is would be a better option for the police to periodically monitor the situation for violations of the driveway spaces.**

5) Request for posting of speed limit signs on 9th Street between Davenport Avenue and Edearl Lane.

The Committee received a request for a speed limit sign on 9th Street between Edearl and Davenport. The speed is not posted, by city code the speed limits would be 25 mph.

Chief Elliot was unaware of a need or request for the posting of signs. Therefore, the Police have not conducted speed checks in the area. Public Works has placed traffic counters to determine volumes and speeds of vehicles. The result of the traffic counters determined the volume of traffic to be very low and the 85 percentile speed is less than 20 mph.

**The Committee considered the results and recommends no further action taken.**

Request to add a speed limits sign on 9th Street between Ederl Lane and Davenport
RESOLUTION NO. 2019-221

A Resolution of the City Council of the City of Fremont, Nebraska, to place “No Engine Breaking” signs on Morningside Road between Highway 275 and Luther Road.

BE IT RESOLVED: by the City Council of Fremont that:

Scott Getzschman, Mayor of the City of Fremont, Nebraska is hereby authorized to sign this resolution allowing for the placement of “No Engine Breaking” signs on Morningside Road between Highway 275 and Luther Road.

PASSED AND APPROVED THIS 29th DAY OF OCTOBER, 2019

_____________________________
Scott Getzschman, Mayor

ATTEST:

_____________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO:            HONORABLE MAYOR AND CITY COUNCIL
FROM:  Dave Goedeken, Public Works Director/City Engineer
DATE:  October 29, 2019
SUBJECT:  Ordinance for Sale of City Owned Real Estate

Recommendation:  1) Receive testimony, 2) Move to introduce Ordinance 5510, 3) Hold first reading, 4) Move to suspend the rules and place on final reading, 5) Hold final reading, and 6) Vote on Ordinance 5510.

Background:  The Nebraska Department of Transportation is in the final design process of the Southeast Beltway Roadway Project. This project will relocate Highway 77 around the City of Fremont from the Platte River Bridge at the South End and tie into Highway 275 in the proximity of Old Highway 8 on the Easterly end.

Part of Final Design is the acquisition of Right-of-Way necessary for the project. The City of Fremont owns land now used as Monnich Park located East of existing Highway 77, just North of the Platte River Bridge. The NDOT’s route for the Beltway will bisect the park North to South, and the NDOT wishes to acquire 2.81 Acres as shown on the attached drawing for Right-of-Way.

The NDOT is required to follow federal law in the acquisition of Right-of-Way, and those requirements are attached in pamphlet form to this agenda item. Staff has met with the appraiser on-site to inspect the property, the property has been appraised, and the Right-of-Way established by the NDOT design team. The property required is 2.81 acres, and offer price is $20,060.00. A copy of the Appraisal Report is on file in the office of the City Engineer.

Approval of the Ordinance authorizes the sale of the property and authorizes the Mayor to sign the Acquisition Documents.

Fiscal Impact:  The appraisal report values the land at $20,060.00. The City of Fremont bears no expenses in the sale of this property.
**Project Summary -**

**Fremont Southeast Beltway**

Control Number: 22722  Project Number: 77-3(1036)
County: Dodge  NDOR District: 2
Proposed Start Construction Date: Spring 2020*
Proposed End Construction Date: Fall 2022*
*These dates are subject to change

**LOCATION:**
The proposed Fremont Southeast Beltway is located southeast of the City of Fremont in Dodge County, Nebraska. The project begins just north of the Platte River bridge on highway US-77 at approximate R.P. 111+99 and ends at approximate new R.P 113+74 with an interchange at highway US-275.

**SCOPE OF WORK:**
The project is approximately 3.33 miles long and will construct a new 4 lane roadway with surfaced shoulders and left-turn lanes designed to New & Reconstructed Expressway standards. New bridges will be constructed to span the BNSF Railroad, Union Pacific Railroad & Old Hwy 275, and construct a new interchange at US-275. Roundabouts will be constructed at the intersections of Broad Street and Downing Street and on the ramp terminals of the interchange.

- 4-Lane Expressway
- Embankment
- Bridges
- MSE Walls
- Lighting
- Roundabouts
- cul-de-sacs on local roadways
- Frontage roads and access drives
- Roadway removal
- Utility relocations
- Culvert construction
- Wetland mitigation site
- Signage
- Water quality treatment BMP's
- Right-of-Way
- Controlled Access

**ACCOMMODATION OF TRAFFIC:**
No detour is anticipated for construction activities on this project. Portions of this project will be constructed in phases and under traffic with lane closures controlled with approved traffic control strategies and devices. Traffic will be maintained during construction at US-77/Platte River Bridge and US-275 interchange. Temporary lane closures may be required. Early project planning and Public Involvement suggests emphasis on construction of US-77 to BNSF to make this stretch available to the industrial areas that will be served by the Beltway. US-275 bridge construction will require temporary closure of existing US-275 for nighttime work. Construction of US-77 tie in at the Platte River will require reduction to two lanes of traffic with some temporary surfacing for temporary connection.

**ADDITIONAL INFORMATION:**
This project will take approximately 300 working days and will take one construction season(s). Any required tree removal will need to occur prior to April 1.

**SAFETY ENHANCEMENTS**

- 6:1 FORESLOPES
- ADDED LANES
- BEVELED EDGE
- GRADE SEPARATION
- IMPROVE SAFETY AT RAILROAD CROSSINGS
- IMPROVED DRAINAGE
- IMPROVED HORIZONTAL ALIGNMENT
- IMPROVED SURFACING
- IMPROVED VERTICAL ALIGNMENT
- LATERAL OBSTACLE REMOVAL
- LEFT-TURN LANE
- LIGHTING
- NEW DRIVING SURFACE
- OFFSET RIGHT TURN LANE
- REMOVED/IMPROVED SKewed INTERSECTIONS
- RIGHT-TURN LANE
- SHOULDER RUMBLE STRIP
- SURFaced SHOULDERS
- UPdated BRIDGE CURBS
- UPdated GUARDRAIL
- UPdated SIGNING
- WIDEnED BRIDGES
- WIDEnED DRIVING LANES
- WIDEnED SHOULdERS

**BICYCLES & PEDESTRIANS**

Bicycle paths will be included on this project on the east side of Broad Street crossing New US-77 at Sta. 533+00 from approximately Sta. 1528+50 to Sta. 1533+50.
condemnation of your property, or if you are successful in an adverse condemnation action. You may appeal our decision of eligibility for these expenses. Your written appeal must be filed with us within 60 days after we have given you written notice of our original decision. If you are still dissatisfied after our review or your appeal, you may seek judicial review of our final decision.

Donations
An owner may donate the property required for the project to the Department. Prior to accepting the donation, the Department must inform the owner of their right to receive just compensation for the property. Should you wish to donate your property, please discuss this with the Department’s Agent.

May I keep my building and move it?
You may desire to keep a building and move it if possible. The offer to you will be reduced by an amount estimated by the Department to be the salvage value during negotiations, and you will be given the date by which the property must be vacated and the structure moved. However, you must retain your own moving contractor at your own expense. A building that an owner does not retain is disposed of by the Department, either by public sale or demolition by a contractor or the Department.

Must I pay a capital gain tax or an income tax?
The sale of property to the state for public purposes, in most instances, is considered “involuntary conversion” by the U.S. Internal Revenue Service. You may not have to pay a capital gains tax on any profits you make in the sale of your property, provided you reinvest at least the same amount of money you received in a similar property in accordance with the Internal Revenue code.

However, federal tax laws and official interpretations may vary from time to time; thus it is best to check with your tax advisor or the Internal Revenue Service officials.

Possession
The Department may take possession of your property when:
- You have been paid the agreed purchase price, or
- In the case of condemnation, the Department has deposited the award of the Board of Appraisers with the County Court.

If you must move because your home has been acquired, or if you must relocate your business or farm operation because of the acquisition of your property, you will be given at least 90 days written advance notice of the date by which you are required to move. If you have to move from your home, a decent, safe and sanitary replacement dwelling must be available to you, on a nondiscriminatory basis, prior to your displacement. A “Relocation Assistance in Nebraska” brochure explains the payments and requirements for eligibility.
Highways and Your Property

As our state, cities and towns grow it becomes necessary to make changes and improvements to our roads and highways. The Nebraska Department of Transportation has the responsibility of providing safe highways. The pressure of increasingly heavy traffic requires the improvement of existing highways and the construction of new highways. The task is monumental and never-ending.

To serve this broad public interest, it sometimes becomes necessary for the state to acquire private property to construct new highways or improve and modernize the existing ones. The citizens of the State of Nebraska, through their Legislature, have given the Department statutory permission to acquire private property for this purpose. It is unfortunate that a private property owner must be inconvenienced in any way. However, the accomplishment of modern public works projects would not be possible if the land necessary was not first acquired. There would be no highways, government buildings, railroads, irrigation systems, airports, military bases, or public convenience of transportation. Right-of-way acquisition is a necessary event in the normal course of progress.

The purpose of this brochure is to help you understand methods used by the Department to acquire the land needed. Hopefully, this will provide the information you need and be a basis for mutual understanding and cooperation.

Valuation Process

Real property shall be appraised before the initiation of negotiations. The owner of a subject tract estimated to be valued in excess of $10,000 shall be given an opportunity to accompany the appraiser during inspection of the subject property. When the appraiser views your property, it is to your advantage to offer comments concerning your land or business, particularly local peculiarities and operational requirements.

You should advise the appraiser if any of these conditions exist:
- There are other persons who have ownership or interest in the property.
- There are tenants on the property.
- Items of real or personal property that belong to someone else and are located on your property.
- The presence of hazardous material, underground storage or utilities.

The appraiser will inspect your property and note its physical characteristics. He or she will review sales of properties similar to yours in order to compare the facts of those sales with the facts about your property. The appraiser will analyze all elements that affect value.

The appraiser must consider normal depreciation and physical deterioration that has taken place. By law, the appraiser must disregard the influence of the future public project on the value of the property. This requirement may be partially responsible for any difference in the fair market value and market value of your property.

The appraisal report will describe your property and the agency will determine a value based on the condition of the property on the day that the appraiser last inspected it, as compared with other similar properties that have sold.

Upon completion of the report, a Review Appraiser analyzes the report and personally inspects your property. The Review Appraiser will establish the just compensation that will be offered for your property.

Exceptions to the Appraisal Requirements

Regulations provide that the appraisal may be waived:
- If you elect to donate the property and release the Department from the obligation of completing an appraisal.
- If we believe the acquisition of your property is likely to be less than $10,000, we will prepare a Waiver Valuation to determine your property's fair market value.
- When a Compensation Estimate is prepared, the appraiser is not required to contact the owner.

Procedures Used to Acquire Real Property for Public Use

You will then be contacted by a Right of Way Agent from the Department who will make a written offer for your property. If only a portion of your property is being acquired, this offer will separate the amount for property acquired and the amount, if any, for damages to the remainder.

If there is a portion of your property which is considered by the Department to be an uneconomic remainder, you will have the right to receive an offer from the Department to acquire the remainder.

Appraisals are made for the mutual benefit of property owners and the Department. The agent does not attempt to bargain or "horse trade" for a lesser amount. The agent is not authorized to go higher than the appraised value unless certain values or damage items have been overlooked in the appraisal. If this is the case, please bring it to the attention of the agent so it can be discussed with the appraiser.

The agent will explain the requirements of the Department and present the written offer. The agent will submit to the owner a contract providing for the payment price offered by the state, a deed providing for the conveyance of the necessary right-of-way, and a payment document. The Department will give you a reasonable amount of time to consider the offer and ask questions or seek clarification of anything that is not understood.

To complete the transaction, the owner will execute these documents. The documents will then be returned to the Department for final review and approval.

The Department will pay all closing costs associated with the conveyance of the property being acquired including the following reasonable and necessary costs:
- Recording fees, transfer taxes, documentary stamps, evidence of title, surveys, and similar expenses incidental to this property transaction.
- Penalty costs or charges for prepayment of pre-existing recorded mortgages.
- The pro rata share of real estate taxes allocated to the period after we own the property.

Payment

Upon approval of the documents, payment is then mailed directly to you, except in those instances where it is necessary to arrange for electronic payment.

There are basic administrative tasks which must be performed before the payment can actually be tendered, but every effort is made to ensure you receive payment in the most expeditious manner.

The Department then proceeds with the recording of the deed in the county's record.

What if a price cannot be agreed upon?

If agreement cannot be reached, the eminent domain law must be used. The Department prepares all the applications and other documents necessary to institute formal condemnation proceedings. They are filed with the office of the county court in the county where the land is located.

The prospects of a condemnation should not cause fear or apprehension. The eminent domain law provides a means of settlement of honest disagreement and protects you as well as the Department.

With proper notification to you, the county court appoints three local property owners as a Board of Appraisers. After viewing your property, the Board of Appraisers listens to your statements (or those of your representative) and those of the Department. A formal report of their findings of value is filed with the county judge. This hearing is conducted at no expense to you unless you hire an attorney or other representative.

If you or the Department are not satisfied with the award of the Board of Appraisers, either may appeal to District Court for determination by a jury.

The award by the Board of Appraisers is paid by the Department directly to the County Court. You may then secure your payment from the County Court after the specified appeal period has lapsed. In the event either you or the Department should elect to appeal the award, special arrangements may be made through the Department's attorneys to withdraw the amount of the Department's original written offer.

In some extreme and seldom occurring circumstances, you may be eligible for certain expenses if a Court decides that we cannot condemn your property, if we abandon a
Who may file a Title VI Complaint?

A complaint may be filed by any individual or group that believes they have been subjected to discrimination or retaliation based on their race, color, national origin, sex, age, disability/handicap and/or income level. The complaint may be filed by the affected party or representative and must be received in writing.

How to File a Complaint

You may file a written complaint within 180 days from the date of the alleged discrimination.

The complaint should include:

1. Your name, address and telephone number.
   If you are filing on behalf of another person, include their name, address, telephone number and your relation to the person (e.g. friend, attorney, parent, etc.)

2. The name and address of the agency, institution or department you believe discriminated against you.

3. Your signature.

4. A description of how, why and when you believe you were discriminated against. Include as much background information as possible about the alleged acts of discrimination.

5. The names of individuals whom you allege discriminated against you, if you know them.

6. The names of any persons, if known, that NDOT could contact for additional information to support or clarify your allegations.

Your complaint must be signed, dated and submitted to the Highway Civil Rights Coordinator.

What will happen if the recipient retaliates against me for asserting my rights or filing a complaint?

A recipient is prohibited from retaliating against you or any person because he or she reported an unlawful policy or practice, or made charges, testified or participated in any complaint action under Title VI.

What is a Recipient?

Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession the District of Columbia, or Puerto Rico, to whom Federal Assistance is extended either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof. The term recipient does not include any ultimate beneficiary under any such program.

Non-discrimination Statement

Under Title VI of the Civil Rights Act of 1964 and related statutes, the Nebraska Department of Transportation ensures that no person shall, on the grounds of race, color, national origin, age, disability or sex, be excluded from participation in, denied the benefits of, or be subjected to discrimination in all programs, services or activities administered by the Nebraska Department of Transportation.

Highway Civil Rights

Nebraska Department of Transportation
Chris Hassler, Highway Civil Rights Coordinator
1500 Highway 2, PO Box 94759
Lincoln, Nebraska 68509

Phone: 402-479-3553 Fax: 402-479-3728
Email: christopher.hassler@nebraska.gov

Your Rights Under

Title VI

Of the Civil Rights Act of 1964

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

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION
What Is Title VI of the Civil Rights Act and the Title VI Program?

Title VI of the Civil Rights Act of 1964 is the Federal law that protects individuals and groups from discrimination on the basis of their race, color, and national origin in programs and activities that receive Federal financial assistance. This also includes other civil rights provisions of Federal Statutes and related authorities to the extent that they prohibit discrimination in programs and activities receiving Federal financial aid.

Pursuant to Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and other non-discrimination authorities, it is the policy of the Nebraska Department of Transportation that discrimination on the grounds of race, color, national origin, disability/handicap, sex, age or income status shall not occur in connection with programs or activities receiving Federal financial assistance.

What discrimination is prohibited by the FHWA Title VI Program?

In operating FHWA-assisted programs, a recipient cannot discriminate either directly or through contractual or other means by:

- Denying programs, services, financial aids or other benefits.
- Providing different programs, services, financial aids or other benefits, or providing them in a manner different from that provided to others.
- Segregating or separately treating individuals or groups in any matter related to the receipt of any program, service, financial aid or benefit.
- Denying person(s) the opportunity to participate as a member of a planning, advisory or similar body.
- Denying person(s) the opportunity to participate in the program through the provision of services, or affording the opportunity to do so differently from those afforded others.

Environmental Justice

In 1994, President Clinton signed Executive Order 12898: Federal Action to Address Environmental Justice in Minority Populations and Low-Income Populations, which focused attention on Title VI by providing that, “each agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations.”

Title VI & Limited English Proficiency (LEP)

The Federal government, and those receiving assistance from the Federal government, must take reasonable steps to ensure that persons of Limited English Proficiency (LEP) have meaningful access to the programs, services and activities of those entities. This will require recipients to create solutions to address the needs of this ever-growing population of individuals for whom English is not their primary language.

Who is an LEP Person?

Persons who do not speak English as their primary language and have a limited ability to read, speak, write or understand English may be considered Limited English Proficient or LEP. These individuals may be entitled to language assistance with respect to a particular type of service, benefit or encounter. Anyone requiring assistance may contact the Highway Civil Rights Coordinator.

Highway Civil Rights

Nebraska Department of Transportation
Chris Hassler, Highway Civil Rights Coordinator
1500 Highway 2, PO Box 94759
Lincoln, Nebraska 68509

Phone: 402-479-3533 Fax: 402-479-3728
Email: christopher.hassler@nebraska.gov
The State shall deposit with the County Court and make available to the property owner the amount of the appraiser award before the State shall take physical possession of the property. If neither party appeals to the District Court, the money is available to the landowner after 30 days from the filing of the award by the Board of Appraisers. The landowner should make inquiry of the County Court as to when the award was filed.

If either the landowner or the Department of Transportation is not satisfied with the report, either may appeal to the District Court for a determination of value by a jury. In the event of such an appeal by either party, it is the usual practice of the landowner to retain an attorney to represent him/her for the jury trial in District Court.

Prior to the hearing date, the landowner may accept the Department of Transportation’s offer, and the eminent domain proceedings will be dismissed.

EMINENT DOMAIN

"NDOT understands our responsibility to private property owners. In designing and constructing the most efficient and safest roads systems possible, the department does everything it can to avoid new acquisitions for right-of-way..."

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

NDOT Right of Way Division
P.O. Box 94759
Lincoln, NE 68509-4759
1-800 764-0422

What is Eminent Domain?

Eminent Domain is the power of a government agency to acquire private property for public use, following the payment of just compensation to the owner of that property. Action via eminent domain indicates the government is taking ownership of the property or some lesser interest in it, such as a temporary easement. The most common uses of real property acquired through eminent domain are for public utilities, or transportation purposes such as highway right-of-way (ROW).
What is Condemnation?
The term "condemnation" is used to describe the formal act of the exercise of the power of eminent domain to transfer title to the property from a private owner to the government through the court system. This use of the word should not be confused with its sense of a declaration that property is uninhabitable due to defects. Throughout these proceedings, the property owner has the right of due process. After the condemnation action is filed the amount of just compensation is determined in the appropriate county or district court system.

Eminent Domain Protects Citizen’s Rights
Eminent domain is meant to protect the rights of private property owners. For example the Fifth Amendment to the U.S. Constitution was drafted to protect property rights by explicitly mandating limitations on the exercise of eminent domain: "just compensation" must be paid for private property acquired for "public use." The Fourteenth Amendment established the "Due Process Clause." This specifies when governments acquire private property they are required to follow well documented procedures. Property must then be devoted to a public use and the property owner must be quickly compensated, making the owner as whole as possible through restoration or remuneration.

How Is Compensation Determined?
American courts have held that the preferred measure of "just compensation" is "fair market value," i.e., the price that a willing buyer would pay a willing seller in a voluntary transaction, with both parties fully informed of the property's features. Also, this approach takes into account the property's highest and best use (i.e., its most profitable, legal, and economically feasible use). Just compensation is determined through a process of certified review of a real property appraisal or approved valuation methods.

The Uniform Act
The Uniform Relocation Assistance and Real Property Acquisition Act of 1970, often referred to as the Uniform Act or the URA, was written to ensure fair treatment of those displaced by federally-funded programs.

It also was intended to make the process of determining just compensation standard and uniform. Most states, including Nebraska, have enacted similar legislation which mirrors the language of the URA.

The Negotiation Process
When property is being sought for right-of-way acquisition, the Nebraska Department of Transportation (NDOT) agents will assist in guiding and advising the owner through this process. The procedure starts when an agent sends a packet of information to the property owner(s) and tenant(s). This packet includes a design plan map and the appraisal of the property; additionally a contract, deed, and additional materials are included to help inform you in the acquisition and payment process. If you find the offer satisfactory, the property owner can sign the documents in the indicated places and return them in the postage prepaid envelope.

An agent should call within a few days of the mailing to ensure the offer packet has arrived. The agent will ask to meet with you to explain the details of the project, the valuation and the offer. While the offer is based on the fair market value as established by the appraiser, and just compensation set by the reviewer, it is the property owner's right to disagree with their findings. The agent may address those concerns and discuss solutions to make the owner's property rights "whole" again. The owner may present a reasonable and prudent counter-offer.

While the agent has been given deadlines to meet to complete the project, the URA specifically requires the property owner be given a reasonable amount of time to contemplate the offer. In general this reasonable time has been interpreted to be about a month; however the property owner should never feel harassed, pressured, or deceived into making a decision. Occasionally an agreement cannot be reached even after a reasonable amount of time and several contacts between property owner and agent. In those cases the file will be turned over to the Nebraska State Attorney General's office to file eminent domain procedures.

What is the Eminent Domain Procedure?
This is a general outline of the steps taken to acquire property by eminent domain. This statement should not be considered as a complete statement of all laws and procedures governing eminent domain.

When agreement with the property owner cannot be reached, appropriate documents commencing eminent domain proceedings are filed by the State Attorney General on behalf of NDOT with the County Court where the property is located. The Judge then appoints three local property owners, who are familiar with local real property values, as a Board of Appraisers.

After proper notification to the landowner of the time and place of hearing, the appointed Board of Appraisers views the property and listens to statements of the landowner or his representatives as to their opinion of land value and damages and to statements of the Department of Transportation's representatives. The appointed Board of Appraisers then files a formal report of their findings of value with the County Court.

While the landowner is not required to attend the hearing, it is in your best interest to do so. The landowner may elect to present a statement to the Board of Appraisers or may wish to retain an attorney to represent him. Unless the landowner elects to retain an attorney, the above described hearing is conducted at no expense to the landowner.
AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, PERTAINING TO THE SALE AND CONVEYANCE OF REAL ESTATE OWNED BY THE CITY OF FREMONT, NEBRASKA TO THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, PURSUANT TO NEBRASKA STATE LAW.

BE IT ORDAINED by The Mayor and City Council of the City of Fremont, Nebraska;

Section 1. The City of Fremont, Nebraska owns certain real estate located in Fremont, Nebraska legally described as:

A tract of land located in the Southwest Quarter of the Southwest Quarter of Section 26, Township 17 North, Range 8 East of the Sixth Principal Meridian, Dodge County, Nebraska, described as follows:

Beginning at the Northwest Corner of Tax Lot 51 on the East line of the Existing Highway 77 Right-of-Way; Thence Easterly, along the North line of Tax Lot 51, a distance of 198.00 Feet; thence Southeasterly, deflecting 45 degrees, 41 Min, 55 Sec, right, a distance of 80.46 feet; thence Southeasterly, deflecting 05 degrees, 07 min, 43 sec, Left, a distance of 104.59 feet; thence Southeasterly, deflecting 04 degrees, 25 min, 35 sec, left, a distance of 82.64 feet; thence Southeasterly, deflecting 13 degrees, 50 min, 29 sec, left, a distance of 33.28 feet; thence Easterly, deflecting 21 Degrees, 58 min, 18 sec, left, a distance of 37.55 feet, to the West line of the existing Main Street Right-of-Way; thence Southerly, deflecting 90 degrees, 00 min, 00 sec, right, along said West line of the existing Main Street Right-of-Way, a distance of 190.77 feet; thence Westerly, deflecting 90 degrees, 00 min, 00 sec, right, along said existing Main Street Right-of-Way, a distance of 14.00 feet; thence Southwesterly, deflecting 35 degrees, 14 min, 15 sec, left a distance of 309.17 feet; thence Northeasterly, deflecting 151 degrees, 23 min, 40 sec, right a distance of 98.13 feet; thence Northwesterly, deflecting 38 degrees, 46 min, 58 sec, left, a distance of 153.03 feet; thence Northwesterly deflecting 26 degrees, 41 min, 30 sec, left, a distance of 342.24 feet, to the East Right-of-Way line of Highway 77; thence Northerly, deflecting 43 degrees, 30 min, 36 sec, right, along said East Right-of-Way line of Highway 77, a distance of 51.58 feet, to the Point of Beginning, containing 2.81 Acres, More or Less

Section 2. The City Council of the City of Fremont, Nebraska hereby finds and determines that it is necessary and desirable to sell the Property, consisting of approximately 2.81 acres of land owned by the City of Fremont, Nebraska to the State of Nebraska, Nebraska Department of Transportation, pursuant to the terms of and in compliance with Nebraska Revised Statutes § 16-202.

Section 3. The terms upon which the City of Fremont, Nebraska shall sell the subject real estate to the State of Nebraska, Nebraska Department of Transportation, shall require a purchase price of Twenty Thousand Sixty Dollars and Zero Cents, ($20,060.00). The sale of such real estate to the State of Nebraska, Nebraska Department of Transportation is subject to the following conditions:
a) The City of Fremont, Nebraska compliance with the requirements of Nebraska Revised Statutes § 16-202, which requires the publication of the intent of the City to sell the subject real estate and no remonstrance filed by thirty percent (30%) of the voting public in objection thereto;
b) Upon successful completion of the remonstrance period, the Mayor is authorized to sign all said purchase agreements and documents.

The terms of such sale are contained in the proposed Real Estate Purchase Agreements attached as Exhibit “A” and incorporated by this reference.

Section 4. The Ordinance shall be in full force and effect from and after its final passage and publication as required by law. In accordance with Nebraska Revised Statutes § 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 29th DAY OF OCTOBER, 2019

_____________________________
SCOTT GETZSCHMAN, MAYOR

ATTEST:

_____________________________
TYLER FICKEN, CITY CLERK
EXHIBIT "A"
Real Estate Purchase Agreement

(See Attached)

4821-1375-3951, v. 1

Exhibit "A"
NEBRASKA
STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

ACQUISITION CONTRACT

Copies to:
1. Right of Way Division, NDOT
2. Owner (NDOT Approved)
3. Owner
4. District

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
Control No.: 22722
Tract No.: 2

THIS CONTRACT, made and entered into this _______ day of ____________, 20_____
by and between City of Fremont,
Address: 400 E. Military Avenue, Fremont NE 68025, hereinafter called the OWNER, and the Nebraska
Department of Transportation, hereinafter called the STATE.

RIGHT OF WAY

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby
agrees to execute to the STATE, a deed which will be prepared and furnished by the STATE, to certain real
estate described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN,
DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TAX LOT 51 ON THE EAST LINE OF THE
EXISTING HIGHWAY 77 RIGHT-OF-WAY; THENCE EASTERLY, ALONG THE NORTH LINE OF TAX
LOT 51, A DISTANCE OF 198.00 FEET; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 41
MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE SOUTHEASTERLY,
DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 104.59 FEET;
THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS, LEFT, A
DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50 MINUTES,
29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21 DEGREES,
58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF THE
EXISTING MAIN STREET RIGHT-OF-WAY; THENCE SOUTHERLY, DEFLECTING 90 DEGREES, 00
MINUTES, 00 SECONDS, RIGHT, ALONG SAID WEST LINE OF THE EXISTING MAIN STREET
RIGHT-OF-WAY, A DISTANCE OF 190.77 FEET; THENCE WESTERLY, DEFLECTING 90 DEGREES, 00
MINUTES, 00 SECONDS, RIGHT, ALONG SAID EXISTING MAIN STREET RIGHT-OF-WAY, A
DISTANCE OF 14.00 FEET; THENCE SOUTHWESTERLY, DEFLECTING 35 DEGREES, 14 MINUTES,
15 SECONDS, LEFT, A DISTANCE OF 309.17 FEET; THENCE NORTHEASTERLY, DEFLECTING 151
DEGREES, 23 MINUTES, 40 SECONDS, RIGHT, A DISTANCE OF 98.13 FEET; THENCE
NORTHWESTERLY, DEFLECTING 38 DEGREES, 46 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF
153.03 FEET; THENCE NORTHW ESTERLY DEFLECTING 26 DEGREES, 41 MINUTES, 30 SECONDS,
LEFT, A DISTANCE OF 342.24 FEET, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 77; THENCE
NORTHERLY, DEFLECTING 43 DEGREES, 30 MINUTES, 36 SECONDS, RIGHT, ALONG SAID EAST
RIGHT-OF-WAY LINE OF HIGHWAY 77, A DISTANCE OF 51.58 FEET, TO THE POINT OF BEGINNING,
CONTAINING 2.81 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED
ACCESS LINE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH,
RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 398.00 FEET, TO A POINT ON THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY; THENCE NORTHERLY, DEFLECTING 88 DEGREES, 02 MINUTES, 34 SECONDS, LEFT, ALONG SAID EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY, A DISTANCE OF 376.10 FEET, TO THE SOUTH PROPERTY LINE OF THE GRANTOR(S) AND THE POINT OF BEGINNING; THENCE NORTHEASTERLY, DEFLECTING 40 DEGREES, 56 MINUTES, 39 SECONDS, RIGHT, ALONG THE SOUTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 221.23 FEET; THENCE NORTHEASTERLY, DEFLECTING 12 DEGREES, 09 MINUTES, 00 SECONDS, RIGHT, ALONG SAID SOUTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 113.83 FEET; THENCE NORTHEASTERLY, DEFLECTING 28 DEGREES, 36 MINUTES, 21 SECONDS, LEFT, A DISTANCE OF 98.13 FEET; THENCE NORTHWESTERLY, DEFLECTING 38 DEGREES, 46 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 153.03 FEET; THENCE NORTHWESTERLY, DEFLECTING 26 DEGREES, 41 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 342.24 FEET, TO THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY AND THE POINT OF TERMINATION; THENCE NORTHERLY, DEFLECTING 43 DEGREES, 30 MINUTES, 36 SECONDS, RIGHT, ALONG THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY, A DISTANCE OF 51.58 FEET, TO THE NORTH PROPERTY LINE OF THE GRANTOR(S); THENCE EASTERLY, DEFLECTING 85 DEGREES, 28 MINUTES, 38 SECONDS, RIGHT, ALONG SAID NORTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 188.00 FEET, TO THE POINT OF RESUMPTION; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 41 MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE SOUTHEASTERLY, DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 104.59 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS, LEFT, A DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50 MINUTES, 29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21 DEGREES, 58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY AND POINT OF TERMINATION.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS HEIRS, SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

The STATE agrees to purchase the above described Right of Way and/or Easement(s) and to pay, therefore, upon the delivery of said executed Deed and/or Easement(s). If the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

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<th>Item</th>
<th>Amount</th>
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<tr>
<td>2.81ac of Special Use at $6,000.00/ac</td>
<td>$16,860.00</td>
</tr>
<tr>
<td>Light Pole Removal</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Chain Link Fence</td>
<td>$1,200.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$20,060.00</strong></td>
</tr>
</tbody>
</table>

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
CN: 22722
Tract No.: 2
Page: 2
It is agreed and understood that the STATE is hereby granted an immediate right of entry upon the premises described above.

Any fence constructed, reconstructed or moved by Owner/Tenant pursuant to this acquisition must be placed outside of the limits of State property. It is expressly agreed that any fence erected along the new property line by Owner/Tenant will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the STATE, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of $10.00 by the STATE to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

**REMARKS**

**THIS IS A LEGAL AND BINDING CONTRACT - READ IT.**

The representative of the STATE, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the STATE.
Duly executed this ___ day of ____________________, A.D. 20__.

City of Fremont, Nebraska

Acknowledging Member, Agent or Manager  (Title)

Print or type name of Acknowledging Member, Agent or Manager

STATE OF ____________________________ )
COUNTY OF ____________________________ )ss.

On this ___ day of ____________________________, A.D., 20___, before me, a General Notary Public, duly commissioned and qualified, personally came ____________________________ to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as Grantor(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

__________________________
Notary Public

[ ]

NOTARY STAMP HERE

[ ]

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
CN: 22722
Tract No.: 2
STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

By _____________________________________________________________
Brandon Schmidt - Right of Way Manager

Date ____________________________________________________________

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
CN: 22722
Tract No.: 2
Nebraska Department of Transportation - Right of Way Division

Civil Rights Survey

The Federal Highway Administration (FHWA) works collaboratively with the Nebraska Department of Transportation (NDOT) to protect the rights of those impacted by transportation projects receiving Federal-aid by ensuring that applicable laws, regulations, and policies are being complied with. As stated under 23 CFR 200.9, NDOT has the responsibility to uphold the rules relating to the civil rights of impacted citizens and affected communities by highway construction projects.

23 CFR 200.9 b 4 is the reason for this survey and is written as follows:

Sec. 200.9 State highway agency responsibilities.

(a) State assurances in accordance with Title VI of the Civil Rights Act of 1964.

(1) Title 49, CFR part 21 (Department of Transportation Regulations for the implementation of Title VI of the Civil Rights Act of 1964) requires assurances from States that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives Federal assistance from the Department of Transportation, including the Federal Highway Administration.

(b) State actions. (1) Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the State highway agency. This unit shall contain a Title VI Equal Employment Opportunity Coordinator or a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

(4) Develop procedures for the collection of statistical data (race, color, religion, sex, and national origin) of participants in, and beneficiaries of State highway programs, i.e., relocatees, impacted citizens and affected communities.

This Civil Rights Survey is intended to ensure that NDOT is collecting the statistical data needed to assure Federal Compliance. Answering these questions is entirely voluntary. You are requested to return this form to the NDOT, whether you choose to complete it or not.

Race/Color:
[ ] White  [ ] Hispanic/Latino  [ ] Black  [ ] American Indian/Alaskan Native
[ ] Asian  [ ] Native Hawaiian/Other Pacific Islander  [ ] Multi-racial
[ ] Other: ____________________________

Religion: ____________________________

Sex:  [ ] Male  [ ] Female

National Origin: ____________________________

Project Number: 77-3 (1036))  Tract Number: 2
STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

Affidavit

I, ________________________________, the undersigned, swear or affirm that the following is true and accurate to the best of my knowledge:

1. I am the __________________________ for ________________________________,
   (title ) (name of organization)
   organized in accordance with the laws of the State of __________________________ and/or
   lawfully operating in the State of Nebraska; and

2. In that capacity or by resolution of the ________________________________,
   (governing body)
   dated ____________________, 20__, I am authorized to sign any and all documentation on behalf
   of the above named entity regarding the sale or use of property rights in general or specifically
   with the State of Nebraska - Department of Transportation project as noted at the close of this page.

Dated this ______ day of ____________________, 20__.

________________________________________
Signature

________________________________________
Print Name

State of ________________________ )
) ss
County of ________________________ )

Subscribed and sworn before me this ______ day of ____________________, 20__.

________________________________________
Notary Public
ACQUISITION CONTRACT

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

Copies to:
1. Right of Way Division, NDOT
2. Owner (NDOT Approved)
3. Owner
4. District

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
Control No.: 22722
Tract No.: 2

THIS CONTRACT, made and entered into this ______ day of ________________, 20 ______ by and between City of Fremont,
Address: 400 E. Military Avenue, Fremont NE 68025, hereinafter called the OWNER, and the Nebraska
Department of Transportation, hereinafter called the STATE.

RIGHT OF WAY

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby
agrees to execute to the STATE, a deed which will be prepared and furnished by the STATE, to certain real
estate described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN,
DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TAX LOT 51 ON THE EAST LINE OF THE
EXISTING HIGHWAY 77 RIGHT-OF-WAY; THENCE EASTERLY, ALONG THE NORTH LINE OF TAX
LOT 51, A DISTANCE OF 198.00 FEET; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 41
MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE SOUTHEASTERLY,
DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 104.59 FEET;
THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS, LEFT, A
DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50 MINUTES,
29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21 DEGREES,
58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF THE
EXISTING MAIN STREET RIGHT-OF-WAY; THENCE SOUTHERLY, DEFLECTING 90 DEGREES, 00
MINUTES, 00 SECONDS, RIGHT, ALONG SAID WEST LINE OF THE EXISTING MAIN STREET RIGHT-
OF-WAY, A DISTANCE OF 190.77 FEET; THENCE WESTERLY, DEFLECTING 90 DEGREES, 00
MINUTES, 00 SECONDS, RIGHT, ALONG SAID EXISTING MAIN STREET RIGHT-OF-WAY, A
DISTANCE OF 14.00 FEET; THENCE SOUTHWESTERLY, DEFLECTING 35 DEGREES, 14 MINUTES,
15 SECONDS, LEFT, A DISTANCE OF 309.17 FEET; THENCE NORTHEASTERLY, DEFLECTING 151
DEGREES, 23 MINUTES, 40 SECONDS, RIGHT, A DISTANCE OF 98.13 FEET; THENCE
NORTHWESTERLY, DEFLECTING 38 DEGREES, 46 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF
153.03 FEET; THENCE NORTHWESTERLY DEFLECTING 26 DEGREES, 41 MINUTES, 30 SECONDS,
LEFT, A DISTANCE OF 342.24 FEET, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 77; THENCE
NORTHERLY, DEFLECTING 43 DEGREES, 30 MINUTES, 36 SECONDS, RIGHT, ALONG SAID EAST
RIGHT-OF-WAY LINE OF HIGHWAY 77, A DISTANCE OF 51.58 FEET, TO THE POINT OF BEGINNING,
CONTAINING 2.81 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED
ACCESS LINE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH,
RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 398.00 FEET, TO A POINT ON THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY; THENCE NORTHERLY, DEFLECTING 88 DEGREES, 02 MINUTES, 34 SECONDS, LEFT, ALONG SAID EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY, A DISTANCE OF 376.10 FEET, TO THE SOUTH PROPERTY LINE OF THE GRANTOR(S) AND THE POINT OF BEGINNING; THENCE NORTHEASTERLY, DEFLECTING 40 DEGREES, 56 MINUTES, 39 SECONDS, RIGHT, ALONG THE SOUTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 221.23 FEET; THENCE NORTHEASTERLY, DEFLECTING 12 DEGREES, 09 MINUTES, 00 SECONDS, RIGHT, ALONG SAID SOUTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 113.83 FEET; THENCE NORTHEASTERLY, DEFLECTING 28 DEGREES, 36 MINUTES, 21 SECONDS, LEFT, A DISTANCE OF 98.13 FEET; THENCE NORTHWESTERLY, DEFLECTING 38 DEGREES, 46 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 153.03 FEET; THENCE NORTHWESTERLY, DEFLECTING 26 DEGREES, 41 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 342.24 FEET, TO THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY AND THE POINT OF TERMINATION; THENCE NORTHERLY, DEFLECTING 43 DEGREES, 30 MINUTES, 36 SECONDS, RIGHT, ALONG THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY, A DISTANCE OF 51.58 FEET, TO THE NORTH PROPERTY LINE OF THE GRANTOR(S); THENCE EASTERLY, DEFLECTING 85 DEGREES, 28 MINUTES, 38 SECONDS, RIGHT, ALONG SAID NORTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 198.00 FEET, TO THE POINT OF RESUMPTION; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 41 MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE SOUTHEASTERLY, DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 104.59 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS, LEFT, A DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50 MINUTES, 29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21 DEGREES, 58 MINUTES, 18 SECONDS, RIGHT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY AND POINT OF TERMINATION.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS HEIRS, SUCCESSIONS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS HEIRS, SUCCESSIONS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS HEIRS, SUCCESSIONS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

The STATE agrees to purchase the above described Right of Way and/or Easement(s) and to pay, therefore, upon the delivery of said executed Deed and/or Easement(s). If the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

| 2.81ac of Special Use at $6,000.00/ac | $16,860.00 |
| Light Pole Removal | $2,000.00 |
| Chain Link Fence | $1,200.00 |

TOTAL $20,060.00

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
CN: 22722
Tract No.: 2
Page: 2
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The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the STATE, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of $10.00 by the STATE to the OWNER.

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REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.
The representative of the STATE, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the STATE.
Duly executed this ___ day of ________________________, A.D. 20___.

City of Fremont, Nebraska

______________________________
Acknowledging Member, Agent or Manager (Title)

______________________________
Print or type name of Acknowledging Member, Agent or Manager

STATE OF _________________________ }
COUNTY OF _________________________ )

ss.

On this ___ day of ________________________, A.D., 20___, before me, a General Notary Public, duly commissioned and qualified, personally came ________________________

______________________________
 whose name(s) affixed to the foregoing instrument as Grantor(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

______________________________
Notary Public

[ ]

NOTARY STAMP HERE

[ ]
STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

By __________________________________________
Brendon Schmidt - Right of Way Manager

Date _________________________________________

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
CN: 22722
Tract No.: 2
WARRANTY DEED

PROJECT: 77-3(1036) C.N.: 22722 TRACT: 2

KNOW ALL PERSONS BY THESE PRESENTS:

THAT: City of Fremont

hereinafter known as the Grantor, for and in consideration of the sum of ONE AND NO/100----($1.00)----DOLLAR AND OTHER VALUABLE CONSIDERATION in hand paid does hereby grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, the following described real property;

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TAX LOT 51 ON THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY; THENCE EASTERLY, ALONG THE NORTH LINE OF TAX LOT 51, A DISTANCE OF 198.00 FEET; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 41 MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE SOUTHEASTERLY, DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 104.59 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS, LEFT, A DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50 MINUTES, 29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21 DEGREES, 58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY; THENCE SOUTHERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY, A DISTANCE OF 190.77 FEET; THENCE WESTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID EXISTING MAIN STREET RIGHT-OF-WAY, A DISTANCE OF 14.00 FEET; THENCE SOUTHWESTERLY, DEFLECTING 35 DEGREES, 14 MINUTES, 15 SECONDS, LEFT, A
WARRANTY DEED

PROJECT: 77-3(1036)      C.N.: 22722      TRACT: 2

DISTANCE OF 309.17 FEET; THENCE NORTHEASTERLY, DEFLECTING 151 DEGREES, 23 MINUTES, 40 SECONDS, RIGHT, A DISTANCE OF 98.13 FEET; THENCE NORTHWESTERLY, DEFLECTING 38 DEGREES, 46 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 153.03 FEET; THENCE NORTHWESTERLY DEFLECTING 26 DEGREES, 41 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 342.24 FEET, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 77; THENCE NORTHERLY, DEFLECTING 43 DEGREES, 30 MINUTES, 36 SECONDS, RIGHT, ALONG SAID EAST RIGHT-OF-WAY LINE OF HIGHWAY 77, A DISTANCE OF 51.58 FEET, TO THE POINT OF BEGINNING, CONTAINING 2.81 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

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SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS HEIRS, SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.
WARRANTY DEED

PROJECT: 77-3(1036) C.N.: 22722 TRACT: 2

TO HAVE AND TO HOLD said real property, hereby known to include real estate together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, and to its successors and assigns forever.

Said Grantor does hereby covenant with THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, and with its successors and assigns; that said Grantor is lawfully seized of said real property; that said real property is free from encumbrance; that said Grantor is duly authorized to sell said real property; that said Grantor warrants and will defend that title to said real property against the lawful claims of all persons, whomsoever.
WARRANTY DEED

PROJECT: 77-3(1036) C.N.: 22722 TRACT: 2

Duly executed this ____ day of ______________________, A.D. 20____.

City of Fremont

by

__________________________________________
Authorized Officer or Agent

__________________________________________
Print name of Authorized Officer or Agent and Title

STATE OF ____________________________) ss.
COUNTY OF ____________________________) ss.
The foregoing instrument was acknowledged before me this ____ day of ______________________, A.D., 20____, by ____________________________) (Signer of instrument) ____________________________) (Title of officer or agent)
of ____________________________) (Name of Corporation), on behalf of the corporation.

__________________________________________
Notary Public

[ ]

NOTARY STAMP HERE:

[ ]
STATE OF NEBRASKA W-9 & ACH ENROLLMENT FORM

PLEASE SUBMIT FORM TO INVOICED AGENCY

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following boxes:
   ☐ Individual ☐ Sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate
   ☐ Non-Profit Entity ☐ Government (Local, State or Federal)
   ☐ Limited Liability Company. Enter the tax classification (C = C Corporation, S = S Corporation, P = Partnership)
   ☐ Other (see instructions) _______
   Note: Enter the owner’s name on line 1 and mark the appropriate federal tax classification box for disregarded entities.

4 Exemptions (see instructions): Exempt payee code (if any) _______ Exemption from FATCA reporting code (if any) _______

5 Address: Remit Address (if different):

6 City, state, and ZIP code City, state, and ZIP code

Taxpayer Identification Number (TIN):
   Social Security Number (SSN): OR Employer Identification Number (EIN):

Certification:
   Under penalties of perjury, I certify that:
   1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
   2. I am not subject to backup withholding due to failure to report interest and dividend income, and
   3. I am a U.S. citizen or other U.S. person (defined in the instructions), and
   4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Signature of US Person: __________________________ Date: __________________________

Printed Name: __________________________ Contact Phone: __________________________

Comments or Business/Entity Notes:

ACH Enrollment: (Rev. December 2014) ☐ Initial Setup ☐ Change ☐ Close Account
This information is REQUIRED to process ACH payments. Without this information, your payment may be delayed.

Financial Institution Name: __________________________ Nine Digit Routing Number: __________________________ Prior Routing Number: *

Address: __________________________ Depositor Account Number: __________________________ Prior Account Number: *

City, state and ZIP code: __________________________ Type of Account: ☐ Checking ☐ Savings
   * Prior ACH instructions are required to be completed if changing/updating your ACH instructions with the State of Nebraska.

This account will be used for all payments by the State of Nebraska unless specified here:

E-mail: __________________________

Authorized Individual or Entity Signature: __________________________

Attachment Required! (Select and attach one of the following items for verification):
☐ Blank check (voided) or ☐ Photocopy of a cleared check
☐ Letter or statement from your financial institution
☐ Vendor invoice or letter which contains printed ACH instructions

Internal Use Only: Project Number: 77-3(1036) Control Number: 22722 Tract Number: 2
Nebraska Department of Transportation - Right of Way Division

Civil Rights Survey

The Federal Highway Administration (FHWA) works collaboratively with the Nebraska Department of Transportation (NDOT) to protect the rights of those impacted by transportation projects receiving Federal-aid by ensuring that applicable laws, regulations, and policies are being complied with. As stated under 23 CFR 200.9, NDOT has the responsibility to uphold the rules relating to the civil rights of impacted citizens and affected communities by highway construction projects.

23 CFR 200.9 b 4 is the reason for this survey and is written as follows:

Sec. 200.9 State highway agency responsibilities.

(a) State assurances in accordance with Title VI of the Civil Rights Act of 1964.

(1) Title 49, CFR part 21 (Department of Transportation Regulations for the implementation of Title VI of the Civil Rights Act of 1964) requires assurances from States that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives Federal assistance from the Department of Transportation, including the Federal Highway Administration.

(b) State actions. (1) Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the State highway agency. This unit shall contain a Title VI Equal Employment Opportunity Coordinator or a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

(4) Develop procedures for the collection of statistical data (race, color, religion, sex, and national origin) of participants in, and beneficiaries of State highway programs, i.e., relocatees, impacted citizens and affected communities.

This Civil Rights Survey is intended to ensure that NDOT is collecting the statistical data needed to assure Federal Compliance. Answering these questions is entirely voluntary. You are requested to return this form to the NDOT, whether you choose to complete it or not.

Race/Color:

☐ White ☐ Hispanic/Latino ☐ Black ☐ American Indian/Alaskan Native
☐ Asian ☐ Native Hawaiian/Other Pacific Islander ☐ Multi-racial
☐ Other:

Religion:

Sex: ☐ Male ☐ Female

National Origin:

Project Number: 77-3 (1036))

Tract Number: 2
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Public Works Director, Public Works Department

DATE: October 29, 2019

SUBJECT: Supplemental Agreement No. 8, for Preliminary Engineering, Rawhide Creek Trail Project.

Recommendation: Approve Resolution 2019-222

Background: The City entered into the Original Preliminary Engineering Services Agreement with HGM Associates to design the Rawhide Creek Trail Project. There are two segments of the trail being designed. One segment lays out a bike/pedestrian trail along Linden Avenue from Madison Street to Somers Drive and then north on Somers Drive from Linden Avenue to Ronin Park. The second segment of the trail begins at Clemmons Park along 19th Street to Luther Road and then east along the north bank of Rawhide Creek to Diers Parkway.

Supplemental Agreement No. 8 is for work outside the original Scope of Work as the project progressed through Environmental. The bulk of the additional work is for Right of Way and Bridge Design work.

Fiscal Impact: The original contract amount for Preliminary Design was $133,864.49. There have been 7 prior Supplemental Agreements which increased the total cost of the design work to $228,030.75. Supplemental Agreement No. 8 will increase the contract amount by $114,871.64, for a total project cost of $342,902.39. The project is a Federal Aid Project with a 80/20 cost share. The City’s share is 20% of the total project cost.
PROFESSIONAL SERVICES
SUPPLEMENTAL NO. 8
BETWEEN
CITY OF FREMONT, NEBRASKA
AND
HGM ASSOCIATES

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Project No. ENH-27(61)
Control No. 22472
Rawhide Creek Trail
PROFESSIONAL SERVICES AGREEMENT
SUPPLEMENT NO. #8

CITY OF FREMONT
HGM ASSOCIATES, INC.
PROJECT NO. ENH-27(61)
CONTROL NO. 22472
RAWHIDE CREEK TRAIL

THIS SUPPLEMENTAL AGREEMENT is between the City of Fremont ("LPA") and HGM Associates, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on August 29, 2012 for Consultant to provide preliminary engineering for LPA’s project, and

(1) Supplemental Agreement #1 executed by LPA on October 30, 2013;
(2) Supplemental Agreement #2 executed by LPA on March 12, 2014;
(3) Supplemental Agreement #3 executed by LPA on July 29, 2014
(4) Supplemental Agreement #4 executed by LPA on June 14, 2016;
(5) Supplemental Agreement #5 executed by LPA on October 12, 2016;
(6) Supplemental Agreement #6 executed by LPA on October 10, 2017
(7) Supplemental Agreement #7 executed by LPA on May 29, 2018; for for Consultant to provide preliminary engineering for LPA’s project, and

WHEREAS, it is necessary that preliminary engineering and NEPA Services be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant’s compensation by this Supplemental Agreement for the additional work necessary to complete services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. ENH-27(61) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated __________ day of ____________________, 20__, attached as Exhibit “A” and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES
Consultant will perform the additional work as set out in Exhibit “B”, Scope of Services and Consultants Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION
2.1 LPA issued Consultant a written Notice-to-Proceed on June 21, 2019. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.
2.2 Consultant will complete all work stipulated in the Original Agreement, Supplemental Agreement(s) #1-7, and this Supplemental Agreement by December 31, 2020.

SECTION 3. FEES AND PAYMENTS
For the work required, SECTION 9 FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) #1-7, is hereby further amended in accordance with Exhibit “B” so that the fixed-fee-for-profit is increased from $21,516.07 to $32,668.61, an increase of $11,152.54. Actual costs are increased from $206,514.68 to $310,233.78, an increase of $103,719.10. The total agreement amount is increased from $228,030.75 to $342,902.39, an increase of $114,871.64 which Consultant must not exceed without the prior written approval of LPA.

SECTION 4. CONFIDENTIAL INFORMATION
Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION
The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY LPA
By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or
(b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 7. ENTIRE AGREEMENT
The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.
# Consultant Work Order

## Project Information
- **Project No.**: ENH-27(61)
- **Control No.**: 22472
- **Consultant**: HGM Associates – John Kreger III, PE, Steve Moffitt, PE, VP
- **LPA**: City of Fremont – David Goeckelen, PE, LPA-RC
- **Agreement No.**: BO1213
- **Work Order No.**: 6

## Work Title and Summary of Fee

<table>
<thead>
<tr>
<th>Work Title</th>
<th>Summary of Fee</th>
</tr>
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<tbody>
<tr>
<td>Rawhide Creek Trail (Supplement 8)</td>
<td></td>
</tr>
<tr>
<td>A. Total Direct Labor Cost</td>
<td>$34,750.68</td>
</tr>
<tr>
<td>B. Overhead (Factor * A)</td>
<td>$52,720.25</td>
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<tr>
<td>C. A + B</td>
<td>$87,470.84</td>
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<tr>
<td>D. Profit/fee (Factor ** x C)</td>
<td>$11,152.54</td>
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<tr>
<td>*Overhead Factor: 151.71%</td>
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<tr>
<td>**Profit/fee Factor: 12.75%</td>
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<tr>
<td>***Facility Capital Cost of Money (FCCM): %</td>
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</tr>
<tr>
<td>Q. Subconsultant Services</td>
<td>$16,248.16</td>
</tr>
</tbody>
</table>

**Total Fee Notes:**
- **TOTAL FEE**: C + D + E + F + G = $114,871.64
- **ESTIMATED TOTAL FEE**: $114,871.64
- **FINAL TOTAL FEE**: $114,871.64

## Work Order Authorization

- **Consultant**: Stephen M. Moffitt, PE-VP
- **LPA**: [Signature] 4/24/2019

**LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):**
- [Signature] 09/24/2019

**LPS Unit Head Review (for PE Phase):**
- [Signature] 09/24/2019

**LPS Manager or Construction Engineer (Construction Phase):**
- [Signature] 09/24/2019

**FHWA: (FHWA Approval on Full Oversight Projects Only):**
- [Signature] 09/24/2019

**Distribution:** Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC

**NDOT Form 250, September 17**
Scope of Services

Project Name: Rawhide Creek Trail
Project No.: ENH-27(61)
CN: 22472

Engineering Design Services

PROJECT DESCRIPTION

The scope of services for this project involves engineering design services required to produce final construction plans and specifications for the following:

Project description
The Rawhide Creek Trail, Fremont project includes the construction of two 10-foot wide, concrete, multi-use trails in Fremont, Nebraska.

The western segment, known as the Linden Avenue Trail, begins at the existing Airport/FEVR and Linden Trail trailhead at the intersection of Linden Avenue and Madison Street. The trail would continue eastward on the north side of Linden Avenue for approximately 440 feet to Somers Avenue, then northward on the west side of Somers Avenue for approximately 1,700 feet to the northern edge of Ronin Park. The total length of this segment would be approximately 2,140 feet. The trail would be constructed within the public right-of-way owned by the City of Fremont adjacent to urban residential properties and a segment would be constructed within Ronin Park. The existing sidewalk along this segment would be removed and replaced by the proposed trail. Construction of the Linden Avenue Trail would begin on the eastern side of Madison Street and would not impact the existing Airport/FEVR and Linden Trail trailhead. This connects a trailhead and trail (Airport/FEVR and Linden Trail) to an existing park (Ronin Park).

The eastern portion of the project, known as Rawhide Creek Trail, begins at the southeast corner of 19th Street and Garden City Road intersection. The trail would extend eastward for approximately 650 feet along the south side of 19th Street right-of-way and within the northern portion of Clemmons Park, to the east side of Luther Road. From this point, the trail would continue northward approximately 260 feet along the east side of Luther Road and would cross over a perennial stream, known as Rawhide Creek. The trail would continue eastward approximately 2,100 feet along the north side of Rawhide Creek. Then the trail continues northward approximately 250 feet, then eastward approximately 400 feet along the south side of Elkhorn Drive right-of-way, and then southward
approximately 300 feet along the west side of Diers Parkway right-of-way. The Rawhide Creek Trail would terminate at Fremont Johnson Road Trail. The total length of this segment would be approximately 4,000 feet. The trail segment along 19th Street and Clemmons Park would be partially within Clemmons Park. The trail segment along the east side of Luther Road is partially in the right-of-way and partially on private property and would require acquisition of right-of-way. The trail segment along the northern side of Rawhide Creek would be on new alignment on private property and would require acquisition of right-of-way. The trail segment along Elkhorn Drive and Diers Parkway would require acquisition of right-of-way for a curb ramp. This segment will connect a park on the eastern edge of town (Clemmons Parks) to the Fremont Johnson Road Trail, providing a link for recreation users and children biking to school.

The existing triple box culvert on Luther Road for Rawhide Creek would be extended eastward approximately 25 feet to accommodate the trail. The culvert extension would match the existing design. A chain-link fence would be constructed on the east side of the box culvert. The trail and box culvert designs would meet all existing NDOT requirements and design standards. The box culvert design would satisfy the Load and Resistance Factor Design (LRFD) standards. The bicycle trail would accommodate an average 25 mile per hour design speed (except at the right-angle turns) as specified in current design standards.

The proposed project also includes clearing and grubbing, culvert extension for perennial streams, curb and gutter, earth shoulder construction, erosional controls (consisting of inlet/outlet protection and vegetation), fencing, minor grading from edge of pavement to hinge point, pavement marking, pavement removal, paving, removal of structures and obstructions, signs with soil disturbance, perennial stream channel impacts, and survey and staking.

The Rawhide Creek Trail project would provide connections to other existing trail systems. The existing Airport/FEVR and Linden Trail extends westerly from the intersection of Linden Avenue and Madison Avenue and ends on the west end of the Christensen Field complex. The approximate length of the existing Airport/FEVR and Linden Trail is approximately 0.5 miles. Fremont Johnson Road Trail starts at the eastern terminus of Rawhide Creek Trail and extends southward along Diers Parkway and Johnson Road and terminates at the existing Military Avenue Trail. The length of the Fremont Johnson Road Trail is 1.15 miles long.

As described above, the project termini for both trail segments are based on limits identified by the City of Fremont and previous construction projects.
The project will include the following: survey, right-of-way survey, final bridge design, final box culvert design, roadway trail design, right-of-way design plans and opinion of probable cost.

**TASKS AND TASK ASSIGNMENTS**

Projects located in the jurisdictional area of the Metropolitan Area Planning Agency, Omaha (MAPA) and a Responsible Charge (RC) who is an employee of the respective Local Public Agency will manage the jurisdictional area of Lincoln City Lancaster County (LCLC). Projects located outside of MAPA and a RC who is an employee of the Nebraska Department of Transportation (NDOT) will manage the project.

It is anticipated the project will require the following major tasks:

a. Environmental Documents and coordination (Design Consultant/NEPA Consultant)

b. Project Management and Quality Control
c. Preliminary Field Survey
d. Right of Way Survey
e. Roadway Design (including Right-of-Way Design)
f. Hydrology and Hydraulic Design
g. Bridge Design and Concrete Box Culvert Design.
h. When NDOT is the Responsible Charge (RC) the National Pollutant Discharge Elimination System/ and the Storm water Pollution Prevention Plan/SWPPP will be prepared by the NDOT’s Roadside Stabilization Unit. The erosion control plans will be designed by the Design Consultant. NDOT’s Roadside Stabilization Unit will submit the Notice of Intent, NPDES permit and the SWPPP.
i. PS&E Submittals
j. Project Meetings (Kick off meeting, Progress, Plan in Hand (PiH) meeting and Utility meeting)
k. Public Involvement
l. Geological Studies

**APPLICABLE PUBLICATIONS**

Overview: Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOT materials can be obtained from the NDOT Website.

1) LPA Guidelines Manual for Federal-Aid Projects. NDOT April 2009
2) A Policy on Geometric Design of Highways and Streets 2011 (AASHTO)
5) MUTCD - Nebraska 2011 Supplement to the MUTCD
6) Nebraska Minimum Design Standards – Counties, Municipalities, State - 2016 (or most current) (Nebraska Administrative Code Title 428; Rules and Regulations of the Board of Public Roads Classifications and Standards

7) Nebraska State Plane Coordinate System Datum Adjustment Computations Lambert Conformal System Manual


9) Standard Specifications for Highway Construction 2017 (or latest edition) (NDOT)

10) NDOT Hydraulic Analysis Guidelines for Consultant


13) Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act)


15) Evidencing Nebraska Land Titles (Nebraska Land Title Association)

16) So you Want Access to the Highway (March 2008)

SOFTWARE AND EQUIPMENT REQUIREMENTS

1. The Consultant’s design and drafting software and design files must be compatible with NDOT's design and drafting software. Information on NDOT's design protocol can be found on NDOT's website on the Roadway Design page; http://roads.nebraska.gov/business-center/design-consultant/.

2. The Consultant's design must be accomplished using the design software GEOPAK version SS4 or later but no later than that in use by NDOT. The consultant’s design must follow NDOT’s drafting procedures, guidelines, and file naming convention using the appropriate version of MicroStation dgn. Format CAD software. Consultant’s use of an earlier version of GEOPAK OpenRoads may be approved for specific activities with written permission of NDOT and at NDOT's sole discretion.

3. In many cases, projects will require that a 3D model be generated using GEOPAK OpenRoads technology.

4. Reports and documents must be submitted in a form compatible with Microsoft Office products unless otherwise directed.

5. The Consultant will provide all software and computer equipment required to complete the work including any analysis software required to perform the bridge design work.

6. The Consultant is required to complete work (CAD/Geopak files) within the ProjectWise environment. All project document submittals (non CAD/Geopak) are to be uploaded into OnBase. Modeling files to be located within ProjectWise.
EXPECTATIONS FOR THE DELIVERABLES

1. The consultant shall provide to NDOT acceptable final plans, specifications and estimates (PS&E) for use in a bid letting and construction of the project. The Consultant shall seal and sign the final plans and applicable deliverables in accordance with the Nebraska Engineers and Architects Regulation Act. Consultant shall also provide to NDOT all applicable supporting documentation and reports as described in the Task Order.

2. Plans and special provisions shall be developed in compliance with the manuals, guidelines and specifications as listed in the Qualifications, Knowledge and Experience section, paragraph B.

3. Consultant shall submit to the NDOT roadway design plans at the following stages, when applicable: before the plan-in-hand field inspection, before public meetings, at 90% completion stage, and final PS&E package. Deliverables must be completed and submitted in accordance with the schedule set out in the Task Order.

4. Deliverables must be submitted in hard copy and electronic form as outlined in the Task Order.

5. Submittals will be reviewed and approved by NDOT. Consultant shall address all issues raised by NDOT's review and make all necessary changes to the work.

DESIGN PLAN PREPARATION AND ASSEMBLY

Overview. These tasks are to develop design plans and assembly of design plans of items not shown in the Roadway Design section. Items to be included, but not limited to, can be found in the NDOT Roadway Design Manual under Highway Plans Assembly. These are the plans which will be let to contract, therefore, plans should be thoroughly checked for completeness, accuracy, and formatting by the design technician, the roadway designer and other contributing parties.

Drafting Procedures. Consultants using MicroStation will follow the State’s CADD drafting procedures and guidelines in preparing plans. File names must follow the State’s CADD naming convention. Line weights, line styles, test size and leveling must follow the State’s guidelines.

NDOT’s CADD drafting standards do not apply for projects developed in AutoCAD, however, the Consultant shall make an effort to follow the State’s CADD drafting procedures and guidelines in preparing plans.

Format of Project Plans

1. The Consultant shall prepare plan and profile plan sheets on a scale of 1” = 20’ and “2L” (enlarged detail) sheets on a scale of 1” = 50’ (rural) or 1” = 20’ (urban).

2. All full-sized plan sheets must be approximately 24” x 36”. The border sheet information is on NDOT’s website. All half-size plan sheets must be on 11” x 17” paper.
3. Any materials submitted to the State by the Consultant must be on equivalent to white bond.
4. Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.
5. The Consultants shall follow the State’s CADD Drafting procedures and guidelines in preparing the project plans.
   a. Sheets must be set up according to the State’s procedures.
   b. File names must follow the State’s CADD naming convention.
   c. Line weights, line styles, text size and leveling must follow the State’s guidelines.
6. The CADD files must also conform to the following standards and conventions:
   (a) Working units must be:
       1. Master Units = Survey Feet (sf)
       2. Sub Units = inches (in)
       3. Resolution = 1000 per survey foot
       4. Accuracy = 0.1234
       5. Working Area = 813.442402 miles
   (b) The Consultant shall tie the project into the State Plane Coordinate System using NAD 1983 for horizontal control. Consultant shall coordinate with the Geodetic Survey office for the Project Datum Adjustment Factor (DAF). Prepare all topography information in a MicroStation. Line weights, line styles, text sizes and leveling will follow NDOT’s guidelines

Format of cross-sections

1. Plot all cross-sections. This includes labeling stations on the right side of the sheet, labeling existing and design centerline elevations at centerline and labeling offset distances every 5 or 10 feet at the bottom of each sheet.
2. Plot cross-sections on standard size sheets (same size as project plan sheets) according to the State’s standards.
3. Stamp or plot in the upper right corner of each sheet the control number, horizontal and vertical scale. Plot the roadway cross-sections at the scale of 1" = 10’ H & V, or 1" = 20’ H & V.
4. Plot cross-sections with stations progressing upward from the bottom to the top of the sheet.
5. Plot the cross-sections so that there is room for the improvement cross-section. Do not overlap cross-sections.
6. Cut cross-sections at 100 foot intervals (maximum) and at other locations as needed.
7. Plot a cross-section at each location when there may be a drainage structure needed and at driveways, intersections or other unusual features.
8. Plot drainage structure cross-sections and keep them separate from roadway cross-sections.
9. Plot drainage structure cross-sections at the following scales:
   (a) Storm Sewer 1" = 10’ H & V.
Nebraska Department of Transportation
Local Projects

(b) Roadway Culverts 1" = 10' H & V.

10. Plot computer roadway cross-sections in the following manner:

(a) Plot original ground with a dashed line.

(b) Plot design template with a solid line.

11. Plan Sheets. The consultant will refer to NDOT Roadway Design Manual for a complete list of plans sheets to be included in the plan set. The Consultant will develop special plans. Standard plans are not included with the plan set, but a current up to date list of Standard Plans used for the project will be included to be placed on the Title Sheet.
The State/LPA Shall Provide:

PRELIMINARY ITEMS

1. As-built or design plans of the existing and adjacent roadways (if available).
2. Existing work already completed including traffic study, geotechnical report, and survey.
3. Any drainage studies completed in the area (if available).
4. Names of known utilities, addresses and permits listing use and occupancy permit data along the project.
5. Electronic files of current aerial photographs (if available).
6. Existing cadastral maps, plat maps, etc. electronic right-of-way files of the project area (if available).
7. Traffic count information. (NDOT)
8. Crash history for study corridor. (NDOT)
9. Detour route.
10. Section Corner Ties to corner monuments.
11. Existing benchmark information.
12. ROW negotiations and acquisitions.
13. Permit to occupy ROW (NDOT Form 19)
14. Local Public Agency (LPA) Project Programming Request (NDOT Form 530)
15. Probable Class of NEPA Action (NDOT 53) Form.
16. An environmental re-evaluation of the proposed design shall be completed after the review and approval of the Right of Way design and ROW Acquisition.
Consultant Shall Provide:

PROJECT MANAGEMENT AND QUALITY CONTROL

Coordination of Design Professional and Scheduling. The Consultant Project Manager will serve as point of contact, maintain project schedule and coordinate work of sub-Consultants.

1. Project Management. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare monthly progress reports and prepare project correspondence with the Responsible Charge (RC) and to NDOT and maintain project records.

2. Project Description/ Purpose and Need- NDOT will develop the Project Description and Purpose and Need statements for the project (NDOT Form 530). The Consultant shall work with the NDOT and the NEPA Consultant when updates or corrections are needed.

3. Quality Assurance/Quality Control. The Consultant will perform QA/QC checks at various stages of the project including prior to any official submittal. The Consultant will provide a copy of their QA/QC plan to the RC at the start of the project. The Consultant will submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA/QC the review.
MEETINGS

1. **Owner Meetings.** Consultant will meet with County/City Representatives, kick off meeting, review preliminary meeting(s), and final drawing meeting(s).

2. **Plan-in-Hand Meeting/Report.** The Consultant will schedule and attend a plan-in-hand meeting to review the thirty (30) percent roadway design plans. Consultant to prepare plan-in-hand report. (On-site meeting)

3. **LPA/NDOT Coordination Meetings** the Consultant will meet with the LPA and NDOT to discuss the status of plan development and coordinate design activities. The consultant should anticipate ___9___ meetings. The Consultant will be responsible for distributing meeting invitations, coordinating meeting locations, and preparing meeting minutes.

4. **Meetings with Utilities.** Utility review meetings will be scheduled. Effort is also included for coordination via the phone and up to ___ total one-on-one meetings with affected utilities.

5. **Public Involvement Planning Meetings.** See section on Public Involvement.

6. **Key Stakeholder Outreach.** See section on Public Involvement.

7. **City Council/County Board.** At the request of the RC/PL, the Consultant will attend ___ pre-council/board meetings and ___ council/board meetings to report on project progress and answer council/board member questions.

8. **Open Houses.** See section on Public Involvement.

9. **One-on-One, Small Group Meetings.** See section on Public Involvement.
Survey

1) Preliminary Field Survey. The topographic survey will be completed by the design consultant for the project corridor in accordance with current NDOT survey specifications. The design consultant will perform the necessary topographical survey including the existing centerline, intersecting streets, and drives, tying the location of land monuments to the existing centerline, cross sections and profiles. A topographical survey will be performed using GPS and electronic “Total Station” technology in MicroStation dgn. Format. Copies of field book records and electronic records will be submitted to the RC at the completion of final design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. The topographical survey will not include an exact and detailed tree count. The consultant will complete a site visit after LOC’s are created noting the size, type and location of trees to be removed. Station and offset will be noted on the plans. Unless otherwise noted the limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information to build the proposed typical cross section and show the limits of construction. The survey limits will extend 500 feet before the start of the project and 500 feet beyond the end of the project. The topographic survey will extend along intersecting streets a minimum distance of 500 feet from roadway centerline.

2) Digital Terrain Model. A Digital Terrain Model will be provided for use in cross-section creation. Natural topographic features and man-made features above ground (including existing adjacent building limits) will be recorded. All above and below ground utilities will be located once Digger’s Hotline marks them. Sanitary and storm sewer manholes will have rim and flow line elevations surveyed.

3) Base Map Preparation. Consultant will create the base maps using the topographic survey data.

4) Horizontal and Vertical Control. The design consultant will establish control points along the project corridor at regular intervals and provide control “reference” point ties to topographic features of permanent nature.
   a) Horizontal control points will be established and referenced to existing section corners. The control points will be permanent in nature and tied to Nebraska State Plane Coordinate system.
   b) Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 500 feet.
5. **Section/Property Corners.** The consultant will locate necessary section corners, quarter section and property corners for use in drafting existing right-of-way and property lines. The Consultant will work with the County Surveyor on any corners not found to be set by the County Surveyor.

6. **Existing Utilities.** The consultant will call in a One Call utility-locate ticket. Utilities will be shown based on visible, above-ground, evident in the field and utility locator's markings. The project liaison will assist in providing utility locations and contact information.

7. **Note Reduction/Preliminary Plotting.** This task will include the effort for gathering data to create the existing topography file to use for preliminary design. Placing station offsets for all topographic items.

8. **PIH Staking the Right of Way.** For the PIH field visit the Consultant will stake new and existing right of way, assume _____ tract(s).

9. **Negotiations Staking the Right of Way.** During the negotiations, the Consultant will stake new and existing right of way, assume ___37__ tract(s).

10. **Staking Right of Way for Condemnation Hearing.** The Consultant will stake the new and existing right of way prior to the Condemnation Hearing so the Board of Appraiser's can view the proposed taking (to include temporary and permanent easements), assume ___3___ tract(s).

11. **Condemnation Plats.** The Consultant will prepare condemnation plats. The plat is a unique plan sheet showing the condemned tract along with the metes and bounds reflected in the legal description. A reduced drawing of the section(s) and how the tract in question is situated in that section is also included as part of the plat. Emphasis should be made to keep the plat(s) to a manageable size yet easily readable. A CADD file of the condemnation plat and an electronic version of the legal descriptions will also be submitted, assume ___3___ tract(s).

12. **Condemnation Hearings.** The Engineer is to attend the Condemnation Hearing to provide an expert opinion regarding the need for the taking, assume ___3___ tract(s).

ROW staking should be done to clearly and accurately represent on the ground the information that is illustrated on the ROW plans. When a tract requires ROW staking the following items should be staked:

1. Existing ROW
2. Existing Control of Access.
3. Existing Control of Access Breaks.
4. Existing Permanent Easements (except utility easements are generally not staked).
5. New ROW
6. New Permanent Easements
8. New Control of Access Breaks

For each line the ROW staking should at a minimum include the staking of points at the following:

1. The ends of each line.
2. Their intersection with a property line.
3. Their intersection with lot lines, section, quarter section line, etc.
4. Any deflection points within the line (turn points).
5. If a line involves a long straight run interim stakes along the line should be placed as needed to clearly denote the line in the field.
6. Any critical points along a line such as the portion coming close to a significant feature such as a structure, center-pivot, well, etc.
7. The stakes should be clearly visible in the field and denote the type of line(s) it is representing. Information to be included on the stakes include.
8. A color identification (surveyors tape and/or paint) unique to the type of line.
   Generally Orange for ROW and Yellow - Green for easements.
9. The line designation (ROW, PE, TE, CA, etc.)
10. The distance to Centerline.
11. The Station

See NDOT's Construction Manual for additional ROW staking information
Preliminary Roadway and ROW Design (PIH/30%)

Overview. The following task will be used to accomplish Roadway Design and in the development of design plans. This task includes roadway design services during the Plan-in-Hand phase.

The Design shall be in conformance to “Nebraska Minimum Design Standards” for New and Reconstructed Projects, 3R Standards (Resurfacing, Restoration and Rehabilitation) and the “NDOT Standard Specifications for Highway Construction”. Reference to local standard plans and specifications is not allowed, those plans and specifications must be included within the PS&E package as special plan sheets or special provisions.

The consultant is to make every effort to use NDOT standard items, standard plans and products from the NDOT approved product list in the design of the project. Items unique to the project, not on the standard item list will need a special provision stating the method of construction, the unit of measure and method of payment. Specially items not on the approved product list will require the consultant to provide a list of 3 or more products/producers and an “or approved equal statement”. Approval by both NDOT and FHWA is needed before the item may be incorporated in the project.

1. Complete Form DR-76. Roadway Design—Principal Controlling Design Criteria. After Form DR-76 has been completed send a copy to Local Projects Section (LPS) of NDOT with a request any design exceptions or relaxations that may be needed.

2. Data Collection and Review. For gathering, reviewing and organizing data for the project. Determining design criteria will also be included with this task.

3. Roadway Horizontal Alignment. This task includes the design and drafting of the horizontal alignments(s). Task includes creation of the Control Point/PI/Curve Data 2-H sheet(s); the Consultant will create 2-H Horizontal Alignment and Orientation on any design alignments.

4. Roadway Vertical Alignment. This task includes the design and drafting of the vertical alignment(s) and/or adjustment of vertical alignment(s).

5. Template Roadway Cross Sections. Develop the design templates necessary to template the cross sections, including design of special ditches.

6. Limits of Construction. This task includes efforts to create LOCs for the project. The Consultant will define and draft the limits of construction on the plan sheets. These limits are to be used to determine environmental impacts and right-of-way requirements.

7. Earthwork. Determine earthwork balance factor. Process the earthwork for each alignment, including any extra earthwork due to large driveways, guardrail and any other
cause for earthwork. — Calculate earthwork quantities and produce earthwork summary and plan notes.

8. — Roadway Geometric Design. — This task includes the geometric design of all roadway alignments, intersections, driveways, parking lot reconstruction, sidewalks, and pavement transitions, which includes setting up all the geometric sheets for the project and labeling.

9. — Storm Sewer and Drainage: — This task includes hydrologic and hydraulic analysis for design of the new storm sewer system for the new and reconstruction portion of the project. This would include hydrologic review to determine drainage areas and discharges to the roadways for multiple storm events; development of a hydraulic model; identification of outlet storm sewers or drainage ways; and required improvements to outlet storm sewers or drainage ways necessary to drain the reconstructed highway. — The storm sewer design will review the 10-year storm event to determine if a reasonable and practical storm sewer system can be provided to meet the current criteria. — If it is determined that it is not practical to meet a 10-year storm event, a practical design approach will be used to determine a reasonable design that meets or exceeds the capacity required to convey a 2-year design storm. — The design of the storm sewer will be developed in a manner to accommodate phased construction of the project that will maintain existing roadway drainage while providing outlets for the new storm sewer being constructed. — This work also includes drainage plans and storm sewer profiles. — Storm sewer design will be based upon the new and reconstruction urban segment.

10. — Roadway and Driveway Culverts. — This task is for roadway and driveway culverts and includes the preparation of a drainage map outlining all drainage areas and completion of the following for each area: — NDOT's Pipe Policy will be followed.

a. — Compute area size and Q.
b. — Determine allowable H.W.
c. — Size culvert and compute H.W.
d. — Using design cross-sections, determine length of culvert.
e. — For each culvert, show the Station, D.A., Q., H.W., Size and Length.
f. — Determine location of new/existing culverts with special ditch locations.
g. — Draft culvert build notes.

11. — Construction and Removal. — Development of Construction and Removal notes detailing construction and removal items not specifically identified elsewhere in this scope. — NDOT CAD standards and construction/removal notes tabs are to be used.

12. — Utility Coordination/Verification. — The Consultant will draft utilities on the plans that were not included in the preliminary plotting and for limited coordination with the utilities, to verify the location and type of utility. — In addition, the Consultant will coordinate and schedule any Utilities meeting to identify and work through potential conflicts identified in the preliminary 30% Plan-In-Hand plans and prepare NDOT Standard Utility contracts and pole tag sheets. — (LPA is responsible to coordinate utility agreement negotiations.)
13. **Construction Phasing/Detour Route/Temporary Roads.** The Consultant shall develop traffic phasing concepts to allow for reasonable access during construction for highway and local traffic that may include detours and staging of construction. The Consultant shall prepare a written description of the Construction Phasing, noting detour routes if applicable. This phasing plan shall be submitted at the time of the first submittal.

14. **Erosion Control.** This task includes effort required to design and draft erosion control measures for the project. The consultant will submit the erosion control plans to the LPS of NDOT for review and concurrence by NDOT Roadside Stabilization Unit.

15. **Quantities/Estimates.** Develop and tabulate all of the preliminary quantities. Computation sheets will be submitted with all Quantities to the RC and or the LPS of NDOT for all submittals, including Pre/Post Plan in Hand and Final Plans, using NDOT standard bid items, NDOT Project Information sheet (DR Form 342), and NDOT quantities forms (DR Form 343 and DR Form 366). In addition to these submittals, opinion of probable cost will be updated and submitted yearly (January 31) throughout the preliminary engineering and final design phases. Estimate of probable cost will be prepared by the Consultant using recent bid tabulations and other available information. If there is railroad involvement and it is determined that a theoretical opinion of probable cost is needed, this task will be added as a supplement to the agreement.

16. **Typical Sections.** This includes design and drafting the typical cross sections and other details as needed for the project.

17. **2W/2A Sheets.** This task includes developing the aerial plan sheets from existing GIS information. This task will include effort to illustrate wetlands, restricted areas, channels, alignments, impacted areas, reference files, and other wetland features. Sheet based on GIS information provided by NDOT.

18. **Guardrail.** This task includes effort to analyze potential guardrail locations and design new guardrail at locations that do not meet current standards or are affected by other elements of the project. Guardrail will be designed to meet current NDOT standards unless justified by an accepted design as governed by the current Roadside Design Guide.

19. **Floodplain Permitting Identification.** This task includes the following: Determine if the project will have construction occurring in a floodplain, whether crossing or parallel. The Consultant determines if the project crosses or occurs within a mapped floodplain, or in the case of parallel floodplains determines and quantifies the highway embankment work that will encroach into the area mapped as a floodplain.
20. Floodplain Permit: If a Floodplain Permit is required, the Design Consultant will prepare a Floodplain Certification Package. The package is to include a memo describing the project and its impacts on the floodplain, a location map showing the boundary of the project, FIRMs with floodplains and structures identified and a certification form signed, sealed and dated by a professional engineer certifying compliance with floodplain and floodway regulations. A FIRM is a legal scale copy of a portion of a Flood Insurance Rate Map (FIRM). FIRMs can be printed in either letter legal or ledger size paper and found at the following website, http://msc.fema.gov. The LPA with assistance from the Consultant is to apply for the permit.

21. Plan-In-Hand Meeting/Report: Schedule and attend a plan-in-hand meeting with the key stakeholders to review the thirty (30) percent roadway design plans. The Consultant will prepare and submit a draft Plan-in-Hand report within two (2) weeks of the meeting summarizing the findings and decisions made regarding the project design. The draft PIH report will be submitted and routed for review and comments. The consultant will address the comments (within 2 weeks) and submit the final PIH report.

22. Working-Day Calculations: Working Days for construction activities will be calculated at the (30) percent plan stage and incorporated into the draft PIH report and updated at the (90) percent plan stage.

23. Pavement Determination: The Consultant shall provide complete documentation of the structural pavement design analysis used for the project. The pavement analysis must be a nationally recognized method, such as AASHTO, AIM, PCA, etc. The Pavement Determination Data Sheet (supplied by NDOT) shall be completed by the Consultant and included as part of the documentation.

Deliverables

a) Meeting Minutes for all meetings to be summarized and delivered/emailed to the Client, NDOT and applicable stakeholders within (2) days of meetings.

b) Hydraulic Report and Data Sheet

c) Deliverables for the Plan-in-Hand Phase include:

i) Preliminary Waterway Permit Data Sheet, DR Form 290

ii) Erosion Control Plan-in-Hand Checklist, Exhibit G of the NDOT Roadway Design Process Outline (DPO), if applicable

iii) FAA Form 7480-1 when applicable

iv) Two half-size set Plan-in-Hand Plans and corresponding electronic files

v) Project Information Sheet, DR Form 342

vi) Project Quantity Sheet, DR Form 343E


viii) Revised Plan-in-Hand plans with comments consolidated on one set

d) Final Plan-in-Hand Report (pdf format and paper copy)

e) Plans/display showing project in relation to mapped floodplains/floodways, if applicable
f) Opinion of Probable Construction Cost

g) Construction and working day estimates

Below is a list of plans to be included, but not limited to, in the Plan-In-Hand plan set and the order the plans are to be arranged in the plan set:

ea) Title Sheet

b) Typical Section Sheet

c) 2A - Aerial Sheet

d) Centerline-Control

e) 2P - Preliminary Phasing

f) 2L - Construction/Geometrics

g) 2L - Removal Plans

h) 2L - Storm Sewer/Culvert

i) P & P sheets

j) Special Plans - Wall P&P Sheets, etc.

k) Cross Sections

l) Right-of-Way Ownership Plans
Functional Plans (60%)

Functional plans incorporate review comments needing revisions identified during the plan in hand and serves as a mid-point check of the design (60% complete). Plan submittal will be as previously submitted on 04-05-2015 to NDOT with the following revisions:

- As noted in the letter and redline plan provided on 09-02-2015 by NDOT and
- As noted in the Erosion Control Review (Revised) Memorandum and redline plan dated 07-10-2018 from Ronald Poe,

Quantity estimates the Consultant shall prepare quantity estimates (DR 342 & 343E) for all construction and removal items on the plans and submit them to the RC. After the review of the functional plans, the LPD Project Coordinator and approval of the environmental documentation by NDOT and FHWA the Project Coordinator will issue a notice to proceed with final design. DR 342 & 343E will be as previously submitted on 04-05-2015 to NDOT.

Sixty percent plan submittal the following plans with the limits of construction are to be submitted to the LPD Project Coordinator at the completion of the functional design. Below is the order the plans are to be arranged in the plan set.

One half-size set. Plans sets shall have the following applicable sheets:

a. Preliminary Title Sheet (by Consultant)
b. Title Sheet (Prepared by NDOT PS&E)
c. Typical Cross-Section Sheets (2T)-(B1)
d. Summary of Quantities Sheet (Prepared by NDOT PS&E) (C1)
e. Summary of Soil and Materials Information (2K)
f. Wetland Sheets (2W)-(E)
g. Aerial Photo-Sheets (2A)
h. Horizontal/Vertical Control Sheets (2H)-(F)
i. General Notes Sheet (2H)-(G)
j. Construction Phasing Plan (2P)
k. Geometric Sheets (2L)-(J)
l. Joints and Grades Sheets (2L)-(J)
m. Storm Drainage Plan and Profile Sheets (2L)-(R)
n. Construction Sheets (2L)-(J)
o. Removal Sheets (2L)-(J)
p. Sediment and Erosion Control Sheets (2L)-(J)
q. Roadway Plan and Profile Sheets (Start with sheet 3) (L)
r. Traffic Control Sheets (M)
s. Pavement Marking & Signing Sheets
t. Lighting Plan Sheets
u. Landscaping Plan Sheets
v. Earthwork Data Sheets
w. Culvert/Channel Cross-Section Sheets
x. Bridge (SP-)
y. Detail Sheets (SP-)
z. Retaining Wall Plan and Profile Sheets (SP-)
aa. Retaining Wall Details (SP-)
b. Wastewater Plan and Profile Sheets (SP-)
c. Water Main Plan and Profile Sheets (SP-)
dd. Traffic Signal Plan Sheets (SP-)
e. Right of Way Title Sheet (R-1)-(W)
ff. Right of Way Summary Sheet (R-2)-(W)
g. Right-of-Way Plans (R-3)-(W)
hh. Roadway Cross-Section Sheets (X-)

Upon completion of the LPD Project Coordinator’s review and the ROW Division’s Project Coordinator’s review of the ROW plans. The LPD Project Coordinator will issue notice to proceed with development of the draft PS&E package.
Draft PS&E Submittal (90%) plan review

Overview, upon receipt of the 90% plans on projects NDOT has assumed the duties of the Responsible Charge (typically projects located outside of MAPA and LCLC) the NDOT's Right of Way Division will prepare the ROW Cost Estimate.

1. **Incorporate review comments** the Consultant will address and incorporate review comments from the 60% review.

2. **Opinion of probable construction cost** the consultant is to prepare an updated opinion of probable cost the consultant shall prepare an updated total estimate of quantities and opinion of probable cost (DR-342, and 343E) for all construction and removal items on the plans.

3. **Draft PS&E package submittal** the Consultant shall submit a draft PS&E package, to the Project Liaison and NDOT Project Coordinator for final review. The package will include the plan set, special provisions, and total project quantities. The 90% submittal shall include the following. Below is the order the plans are to be arranged in the plan set:

One half-size set. Plans sets shall have the following applicable sheets

1. Preliminary Title Sheet (by Consultant)
2. Title Sheet (Prepared by NDOT PS&E)
3. Typical Cross-Section Sheets (2-T)
4. Summary of Quantities Sheet (Prepared by NDOT PS&E)
5. Summary Of Soil and Materials Information (2K)
6. Wetland Sheets (2W)
7. Aerial Photo Sheets (2A)
8. Horizontal/Vertical Control Sheets (2H)
9. General Notes Sheet (2N)
10. Construction Phasing Plans (2P)
11. Geometric Sheets (2L)
12. Joints and Grades Sheets (2L)
13. Storm Drainage Plan and Profile Sheets (2L)
14. Construction Sheets (2L)
15. Removal Sheets (2L)
16. Sediment and Erosion Control Sheets (2L)
17. Roadway Plan and Profile Sheets (Start with sheet 3)
18. Traffic Control Sheets
19. Pavement Marking & Signing Sheets
20. Lighting-Plan-Sheets
21. Landscaping-Plan-Sheets
22. Earthwork-Data-Sheets
23. Culvert/Channel Cross-Section Sheets
24. Bridge (SP-)
25. Detail Sheets (SP-)
26. Retaining Wall Plan and Profile Sheets (SP-)
27. Retaining Wall Details (SP-)
28. Wastewater Plan and Profile Sheets (SP-)
29. Water Main Plan and Profile Sheets (SP-)
30. Traffic Signal Plan Sheets (SP-)
31. Right of Way Title Sheet (R-1)
32. Right of Way Summary Sheet (R-2)
33. Right-of-Way Plans (R-)
34. Roadway Cross-Section Sheets (X-)
35. Project Information Sheet, DR Form 342
36. Project Quantity Sheet, DR Form 343E
37. Summary of Quantity Sheets, DR Form 355
38. Guardrail Summary, DR Form 195
39. Summary of Quantities and Locations of Surfaced Driveways/Intersections
40. Table of Drainage Summary Items, "Horse blankets"
41. Length Sheet, DR Form 415
42. PS&E Required Sheet, DR Form 263
43. Grading Item Summary, DR Form 64E
44. Special provisions
45. Standard Plan listing
46. Special Plan listing
47. Opinion of Probable Construction Cost
48. Right-of-Way Cost Estimate
49. Environmental re-evaluation
50. Certification of Compliance, BR Form 366
51. Floodplain Certification and Permit (if applicable)
52. Construction and working day estimates

Railroad insurance: If applicable for insurance purposes, the consultant will calculate the percentage of work being performed within railroad right of way is within 50 feet of any railroad track will need to be estimated by the Consultant. The Consultant shall also estimate work being performed outside the 50-foot line but within the railroad right of way. Work within the 50-foot line will require the construction contractor to carry railroad protective insurance and the work outside the 50-foot line but within railroad right of way will require the Contractor to carry regular Contractor’s Public Liability and Property Damage Insurance.

The 90% plans represent the final design of the project. The only revisions to the 90% plans would be modifications resulting from right of way negotiations, design modifications due to unknown utility conflicts or revisions requested by an affected railroad.
Final PS&E Submittal/Blue Line Corrections

1. Final PS&E Submittal. Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an estimate of quantities to the NDOT Project Coordinator for the final PS&E review. The completed PS&E plans to be submitted by the Consultant shall include the following:
   a. Electronic Plan Data for the Contractor:
   b. Slope staking information at locations where grading is to be completed to flatten slopes, construct guardrail and mailbox turnouts, and construct new erosion control curb and flumes. The Consultant shall provide the State with samples of these items for approval of the formats and information. Final construction information to be submitted as directed by the NDOT Project Coordinator.
   c. Subgrade and finish grade information for new construction (previously blue tops and paving grades).

2. Address comments or questions during PS&E Review this includes the effort of addressing any questions or comments that arise during the PS&E review. And making corrections per PS&E Comments (not to include errors or omissions), this includes corrections based on PS&E comments that make the plans biddable.

3. Electronic CADD files after PS&E corrections, the Consultant shall upload all electronic CADD files and a DVD. The following should also be included:
   a. Documentation File (metadata about the files provided, descriptions, etc.)
   b. CADD Files (*.DGN format)
      1) Alignment File(s), GPX file
      2) Roadway Design Feature File(s)
      3) ROW Feature File, if applicable
      4) Wetlands Feature File
      5) Topography Cross Sections (when available)
      6) 3D Design Break-line file
   c. Alignment Data
      1) LandXML Format
   d. Machine Control Surface Model files (LandXML format)
      1) Existing Ground
      2) Proposed Finished Grade
      3) Proposed Grading Surface
      e. Super-elevation Transition Diagrams
      4) Super Diagram or Word Document

4. Temporary erosion control after PS&E corrections are complete, the Consultant shall produce temporary erosion control worksheets and submit them in
electronic form and as half-sized plan sheets, along with the signed and dated plans. The temporary erosion control sheets must include the following items:

a. Topography
b. New Design (does not include temporary erosion control design)
c. New Drainage
d. Wetlands and Legend
e. Ditches with slopes and arrows
f. Limits of Construction Lines
g. Restricted Areas
h. Contours (Attach the contour file with a "cont" logical name. Only show contours if there are design contours. This would occur on reconstruction projects, not overlays)
i. ROW. (If possible) (legend cell: templegend — change the legend to match the ROW lines used on your project)

5. **Printing** this includes effort to print and resubmit any sheets that change based on PS&E comments (not to include errors or omissions).

6. **SWPPP** When required by the NPDES Construction Stormwater Permit, the Consultant shall provide a Stormwater Pollution Prevention Plan (SWPPP) for the project. The SWPPP must be developed using NDOT’s SWPPP template that will be provided by the Roadside Stabilization Unit. The Roadside Stabilization Unit will complete a redline review of the SWPPP and Erosion Control Plans. The Consultant shall incorporate comments received from the Roadside Stabilization Unit prior to delivery of the final documents.

7. **QA/QC** This includes an internal review by the consultant of any sheets resubmitted to NDOT.

8. **Letting Task**

   a. Answering questions received from Contractors during Letting Phase
   b. Supplying Information to NDOT for preparing addendums
   c. Shop drawing review/approvals

**DELIVERABLES FOR FINAL PLANS (PS&E) PHASE INCLUDE**

a. Revised Waterway Permit Data Sheet, DR Form 290
b. Floodplain Certification Package
c. Concrete Box Culvert Request Sheet, DR Form 67
d. Opinion of Probable Construction Cost
e. Two half-size set and one full-size set of Final Plans and corresponding electronic files (stamped and signed and preliminary stamp removed). Plans sets shall have the following applicable sheets. Below is the order the plans are to be arranged in the plan set. Preliminary Title Sheet (by Consultant)
f. Title Sheet (Prepared by NDOT PS&E)
g. Typical Cross-Section Sheets (2-T)

h. Summary of Quantities Sheet (Prepared by NDOT PS&E)

i. Summary of Soil and Materials Information (2K)

j. Wetland Sheets (2W)

k. Aerial Photo Sheets (2A)

l. Horizontal/Vertical Control Sheets (2H)

m. General Notes Sheet (2N)

n. Construction Phasing Plans (2P)

o. Geometric Sheets (2L)

p. Joints and Grades Sheets (2L)

q. Storm Drainage Plan and Profile Sheets (2L)

r. Construction Sheets (2L)

s. Removal Sheets (2L)

t. Sediment and Erosion Control Sheets (2L)

u. Roadway Plan and Profile Sheets (Start with sheet 3)

v. Traffic Control Sheets

w. Pavement Marking & Signing Sheets

x. Lighting Plan Sheets

y. Landscaping Plan Sheets

z. Earthwork Data Sheets

aa. Culvert/Channel Cross-Section Sheets

bb. Bridge (SP-)

cc. Detail Sheets (SP-)

dd. Retaining Wall Plan and Profile Sheets (SP-)

e. Retaining Wall Details (SP-)

ff. Wastewater Plan and Profile Sheets (SP-)

gg. Wastewater Plan and Profile Sheets (SP-)

hh. Traffic Signal Plan Sheets (SP-)

ii. Right of Way Title Sheet (R-1)

jj. Right of Way Summary Sheet (R-2)

kk. Right-of-Way Plans (R-)

ll. Roadway Cross-Section Sheets (X-)

mm. Project Information Sheet, DR Form 342

nn. Project Quantity Sheet, DR Form 343E

oo. Summary of Quantity Sheets, DR Form 355

pp. Guardrail Summary, DR Form 195

qq. Summary of Quantities and Locations of Surfaced Driveways/Intersections

rr. Table of Drainage Summary Items, "Horse blankets"

ss. Length Sheet, DR Form 415

tt. PS&E Required Sheet, DR Form 263

uu. Grading Item Summary, DR Form 64E

vv. Special provisions

ww. Standard Plan listing

xx. Special Plan listing

yy. Opinion of Probable Construction Cost
Railroad insurance if applicable for insurance purposes, the consultant will calculate the percentage of work being performed within railroad-right-of-way is within 50 feet of any railroad track will need to be estimated by the Consultant. The Consultant shall also estimate work being performed outside the 50 feet line but within the railroad-right-of-way. Work within the 50-foot line will require the construction contractor to carry railroad protective insurance and the work outside the 50-foot line but within railroad-right-of-way will require the Contractor to carry regular Contractor’s Public Liability and Property Damage Insurance.
UTILITIES

1. **Assistance** this includes effort to assist the LPA with engaging the existing utility owners.

2. **Utility Location/Verification** the Consultant will review the utility locations shown on the plans, and verify these locations during field inspections. After the survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

The Consultant will request that the Utility Companies return to the Consultant marked up plans with utility verification. The Consultant will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

Identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. The Consultant and the RC will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Consultant will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation.

3. **Utility Plan Submittals** With each plan, submittal to the LPA the Consultant will distribute plans to public and private utilities within the project limits for review and comment.

4. **Utility Permits** the consultant will assist the LPA in permitting private utilities
RIGHT-OF-WAY DESIGN

Overview: The following tasks will be completed to establish the existing Right-of-Way and to design the proposed Right-of-Way. The consultant will complete and submit title research, legal description and ROW plans.

Qualifications, Knowledge and Experience. The Services must be completed by, or under the direct supervision of a registered abstracter who is qualified and in good standing to complete the Services in Nebraska. Consultant must be knowledgeable and have substantial experience completing Services of this type.

Software, Equipment, and Submission Requirements. Title researcher will be responsible for providing all necessary equipment, supplies, materials and software to complete the Services. The Certificate of Title reports shall be signed, converted to pdf format and submitted in readable electronic form. Supporting documents shall be submitted in pdf, jpeg or tiff format. All deliverables shall be submitted using the specified file naming convention.

Format of Right-of-Way plans The Consultant shall submit all Right-of-Way plans as half-size plans plotted at the appropriate scale. They must measure the standard 11"x17" paper that is used in any normal Xerox machine. The margins must measure as follows: left margin must be approx. 1 inch, right margin must be approx. 5/16 inch, and the top and bottom margins must be approx. 3/8 inch. The border used must be the one supplied with the ROW cell file. It measures approximately 15 5/8 inches x 10 3/8 inches when plotted at 1" = 200' scale. The scale of the ROW, plan sheets will match the scale of the roadway plan sheets. Any materials submitted to the State by the Consultant must be on or equivalent to white bond. Any material, which does not produce an acceptable reproduction, will be returned to the Consultant for rectification. The Consultant shall follow the State's "CADD Drafting procedures and guidelines" in preparing the project plans. Sheets must be set up according to the State's procedures. File names must follow the State's CADD naming convention. Line weights, line styles, text size and leveling must follow the State's guidelines. The CADD files must conform to the following standards and conventions:

Graphic elements must be placed in accordance with the State MicroStation Right-of-Way element attributes standards. Working units must be:

1. Master Units = Ft
2. Sub Units = 1000 TH
3. Position Units = 1

File names must use State CADD naming convention.

Data Transfer It shall be the Consultant's responsibility to obtain the necessary software to translate to and from the specified format for all electronic files supplied by the State.
and for all electronic files prepared by the Consultant and supplied to the LPA/State. The State and the Consultant shall transfer all Graphic files in a MicroStation dgn. Format. A data sheet must accompany all electronic file submittals listing the file names and detailing the method of placement so the State will know how to restore the data in our system. All computer files shall be provided on either compact disk (CD), or loaded to State’s FTP site unless otherwise specified. The State will provide instructions and password for FTP site with final contract documents.

1) **Existing Right-of-Way Base.** This task involves certified title research including: collecting the Plat drawings, reviewing property titles, reviewing survey data, and other necessary information to establish the existing Right-of-Way, including easements, for the properties abutting the project. Title Searches to be completed by a certified abstractor. Ownership plans will be developed from this information and the consultant will have this task completed prior to the plan-in-hand meeting.

2) **Proposed Right-of-Way.** The Consultant will determine the easements (temporary and permanent) and right-of-way required to construct the project. It is estimated that there will be up to ___ tracts associated with this project.

3) **Right-of-Way Plan Sheets.** The Consultant will prepare right-of-way plan sheets to include in the plan set. The sheets will include existing property lines and all proposed right-of-way ownerships, easements and takings will be tabulated and shown on the sheets. Tract Maps with all legal description will be provided by the Consultant.

4) **Title Research.** All title research services will be completed in compliance with the Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act) and with the NDOT Right-of-Way Manual. The Services must be completed by, or under the direct supervision of a registered abstractor who is qualified and in good standing to complete the Services in Nebraska. Consultant must be knowledgeable and have substantial experience completing Services of this type. The State will provide instructions and password for FTP site with final contract documents. Consultant will be responsible for providing all necessary equipment, supplies, materials and software to complete the Services. The Certificate of Title reports shall be signed, converted to pdf format and submitted to State in readable electronic form. Supporting documents shall be submitted in pdf, jpeg or tiff format. All deliverables shall be uploaded to an ftp site specified by State using State’s file naming convention.

5) **Permit to occupy right of way.** Projects encroaching on NDOT right-of-way (utilities, drainage structures, grading, etc.) need to be permitted by the NDOT District Construction office. At the 30 percent design stage, NDOT will assist the LPA/LPA’s with contacting the District Engineer or Permits Officer to determine if a permit or permits are needed.

All requests for a permit for an access shall first be submitted to the District Engineer in whose District such access lies. Requests must be submitted on standard access permit
application form available from the Department (NDOT Form 18). The consultant shall provide the following items to the RC for evaluation of encroachments or an access application or the construction of an access:

1. Highway and access plan and profile.
2. Complete drainage plan of the site showing impact to the highway right of way.
3. Map and letters detailing the utility locations before and after development and along the highway.
4. Subdivision zoning and development plan. These should be coordinated with the local officials and their comments should be included with the application.
5. Property map indicating other accesses and abutting public roads and streets, including those on the opposite side of the highway.
6. Proposed access design details, such as, ADA requirements, or wetlands.

The District Engineer will make appropriate comments and forward the application together with the plans and other supporting data to the LPD PC/RC will coordinate with the Right of Way Division for issuance of the permit.

ROW Deliverables at the 60% Design Stage.

a) The title researcher shall review the title research study area ("Study Area") and search the County real estate records to identify each separate parcel of land located within the Study Area. A separate parcel of land is all contiguous land owned by the same owner, and held in the same title (e.g. sole owner, joint tenants, tenants in common, etc.).

b) The title researcher shall provide a copy of the title-vesting document for the current owner of each parcel of land in the Study Area.

c) The title researcher shall list all owners of record of the parcel within the preceding 5-years, and include a copy of each additional instrument conveying title to each owner identified.

d) Title researcher shall provide a Certificate of Title Report for each parcel within the study area. This Title Report shall be on the State’s approved Certificate of Title Report form (or a preapproved form) to report such information. Each Title Report shall also include the following information:

i) The name of the current parcel owner(s) and how the title is held, exactly as shown on the title vesting document(s).

ii) The owner’s mailing address as shown in the County Assessor or Treasurer’s records.

iii) If the owner of record is known to be deceased, the Case Number of the Deceased’s Probate along with the name(s) of court appointed Personal Representative(s) if available.

iv) Active Mortgages, Deeds of Trusts, and other financing documents, and any assignments of such documents.

v) Active liens, agreements, conditions, limitations, restrictions or covenants affecting title.
vi) Easements such as private water, sewer, ingress/egress (access), cell towers, flood, and irrigation or others that encumber or restrict the use of the land. Consultant should not provide easements for public utilities (water, sanitary sewer, power, gas, cable, telephone and telegraph).
vii) All recorded leases except oil and gas leases.
viii) List the document recording information for each record listed in the title report to include the date of record and instrument number.
ix) The legal description for the subject parcel of land.
x) Comments the abstractor believes are necessary for a full understanding of the information reviewed for the parcel.
xi) Name, signature, and license number of abstractor and title effective date.
e) Provide copies of all supporting documentation (deeds, easements, etc.) that are listed in the title report in an electronic format type using the document naming convention as specified. Consultant should not provide copies of the active mortgages, deeds of trust or assignments that are listed on the Title Report.
f) If applicable, Consultant shall provide copies of subdivision plats and surveys of irregular tracts and tax lots with metes and bounds field notes.
g) Provide copies of deeds, easements, dedications, plats, etc., for any property acquired by or conveyed to governmental entities.
h) Provide copies of County Cadastral Maps in counties that do not have a GIS website.

Title Report and Supporting Document Naming Convention. For each parcel - two separate electronic files must be submitted as detailed below:

1. For each parcel - One electronic file containing the Title Report
2. For each parcel - One electronic file containing all supporting documents. This file should include all documents as specified under the above ROW Deliverables at the 60% Design Stage.
3. For each electronic file - file names should be simple, easy, and logical. File names should include last name of private owner or first name of company.

Examples of File Names

<table>
<thead>
<tr>
<th>Vesting Owner</th>
<th>Title Report File Name</th>
<th>Documents File Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Smith</td>
<td>Smith TR</td>
<td>Smith Documents</td>
</tr>
<tr>
<td>Lincoln Methodist Church</td>
<td>Methodist Church TR</td>
<td>Methodist Church Documents</td>
</tr>
<tr>
<td>MSD LLC</td>
<td>MSD TR</td>
<td>MSD Documents</td>
</tr>
<tr>
<td>Sam Jones and Doug Peters</td>
<td>Jones TR</td>
<td>Jones Documents</td>
</tr>
<tr>
<td>AJ Brown Auto Body</td>
<td>Brown TR</td>
<td>Brown Documents</td>
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The Consultant is to submit a geographically oriented base file in MicroStation .dgn format showing the following information for the entire project. Files may be submitted in one file or in reference files, all necessary reference files need to be in the submittal.

- Surveyed Topography
- All construction items (feature file)
- Limits of construction.
- ROW Survey (section corners, lot corners, etc.)
- Ownership information (property lines, owner names, lot numbers, lot lines, tract numbers, etc.)
- ROW Design (new ROW, PE's and TE's)
- ROW patterning (if placed in the base file)
- Air photo if used

On Projects the NDOT is acquiring the ROW the consultant shall submit a kmz file.
Prepare, Right of Way Cost Estimate

Overview: NDOT will prepare the ROW Cost Estimate on projects located outside of the Metropolitan Planning Organizations (MPO) of Metropolitan Area Planning Agency, Omaha (MAPA) and of Lincoln City-Lancaster County (LCLC).

Right of Way Cost Estimates will be prepared by the LPA on projects located in the jurisdictional area of the Metropolitan Area Planning Agency, Omaha (MAPA) and of Lincoln City-Lancaster County (LCLC).

If a LPA in MAPA or LCLC elects to outsource preparation of the ROW Cost Estimate they may do so provided the ROW Cost Estimate is prepared by a real estate professional knowledgeable of land values in the area of the project and the ROW Cost Estimate is prepared using the following criteria:

ROW Cost Estimates: The notice to proceed with preparing the ROW cost estimate is to be issued by the RC/PC upon review and approval of the ROW Design by the ROW Project Coordinator. Are to be prepared by a real estate professional knowledgeable of land values in the area of the subject property and have adequate experience to enable them to determine the effects of the acquisition. The ROW Cost Estimate is an estimate of the Federal Funds to be obligated for the right-of-way phase of the project. The federal obligation may be revised to reflect the appraised tract costs of the needed ROW. Upon the completion of the acquisitions of the ROW, the federal obligation may be revised.

ROW Cost Estimates should include an estimate of the current value of the takings, any damage costs, incidental costs (such as appraisal fees, negotiator fees, title fees, etc.), relocation expenses, possible condemnation costs, and demolition fees. (ROW Cost Estimate form PA-4). The estimate provides the LPA and their ROW Consultant with a tract by tract valuation, which assists them in determining the type of valuation forms that will need to be prepared.

Upon completion of the review and approval of the ROW plans, the NDOT PC will issue the notice to proceed with preparing the ROW Cost estimate.

The ROW Consultant is to prepare a Right of Way Cost Estimate; the following items are required in the estimate:

1. Land Value: The land value for all fee takings and easements shall be calculated on a square foot cost basis in urban areas and by the acre in rural areas. Each tract shall be evaluated as to zoning and type of use, such as business, residential, and public use. Not all tracts will be valued at the same square foot price.
2. Damage Costs: Damage costs must be determined for each tract. These will include cost to cure items and damages to the remainder of the property.
3. Relocation Costs: Any residential properties or businesses that will be acquired as part of the project needs to be included in the ROW Estimate. The estimated value of
the home or business and the additional relocation costs (relocation payments to the owner, tenant, and Consultant fees) for each tract will be identified on the Estimate as Relocation Costs.

4. Administrative Costs and Incidental Expenses—These costs will include the fees for the Appraisal, Appraisal Review, and Consultant negotiation fees. An incidental cost should be included for each tract on the project if the LPA is hiring ROW Consultants.

5. Demolition Contracts—should also include any costs associated with hazardous materials removal.

6. Advertising-Sign Cost if applicable

7. Condemnation Costs/Administrative Settlements—indicate the anticipated percent-of-parcels affected by either condemnation costs or administrative settlements.

The ROW Cost Estimate includes the cost to research and acquire the right-of-way for the project, including easements. It includes the right-of-way costs for storm water management, wetland mitigation, and other work outside of the roadway prism. Contractual obligations with property owners to relocate fencing, reconstruct gates, relocate sprinkler systems, etc., are a ROW cost and are not to be a construction item.

The cost to repair sprinkler systems on public right-of-way is ineligible for federal participation. However, Local Public Agency policies may provide local funding to repair underground sprinkler systems located in the public ROW and damaged by a public project.

The cost to repair sprinkler systems on public property is ineligible for federal participation. However, Local Public Agency policies may provide for local funding to repair underground sprinkler systems located in the public ROW and damaged by a public project. The ROW Cost Estimate is to note if local funding is available and the estimated cost of repair of the system in the public right-of-way.

If the extent of the right-of-way acquisition is not known, then a contingency should be added based upon historical settlements and awards for condemnation cases, which must include costs for attorneys, engineering research, witness research, survey, and staff time. The right-of-way acquisition schedule needs to be considered. Right-of-way acquisition costs will increase quickly in rapidly developing areas. Costs must include relocation assistance and benefits for displaced individuals, families, businesses, governments, and nonprofit organizations. Special acquisitions, such as those from government sites, can be time-consuming and costly. The LPA recognizes right-of-way estimates are dependent upon the accuracy and reliability of information concerning the locations of the right-of-way limits on a project. A small change in the locations of the right-of-way line, or a change in access control or drainage retention placement, particularly in commercial areas, can affect the right-of-way cost estimate by millions of dollars because of required damage payments such as severance or business damages.

It is anticipated a ROW Cost Estimated is needed for __________ tracks.
Deliverables: ROW Cost Estimate Form PA-4.
Bridge Design Services

Project Description
This scope provides for engineering services to provide (ex. Bridge Design Data Sheets and TS & L's, Final Bridge Design, Final Bridge Plans, Bridge Load Rating, and Construction Services for __________ and __________.)

State to provide
1. Provide as-built plans of existing structure.
2. Provide subsurface investigation report and foundation recommendations (including boring logs, allowable soil pressure and bearing pile resistance for a selected pile type).
3. Provide pile order lengths.
5. Provide MicroStation dgn. Format bridge design files, including base sheets, current design standards, libraries, etc. (Available on NDOT website)
6. Provide a sample set of typical bridge plans.
7. Provide hydraulic data sheet.
8. Provide bridge design data sheet / TS&L.
9. Provide latest bridge inspection reports.
10. Provide Sufficiency Ratings and HS Ratings of existing bridges.
11. Provide available survey information.
12. Provide preliminary roadway design plans.
13. Determine lighting locations on the bridge(s).
14. Provide traffic data.

Applicable Publications
The Consultant shall follow the criteria of the current applicable publications of the American Association of State Highway and Transportation Officials and design criteria furnished by the State. These publications and others which the Consultant shall use in this work are:
1. AASHTO LRFD Bridge Design Specifications (Seventh Edition)
3. Nebraska Department of Transportation Standard Specifications for Highway Construction, 2017 (or latest edition)

Project Plans Formant, Convention and CADD
All full-sized plan sheets must be 24" x 36". The margin on the right will be ½", the margin on the top and bottom will be 1" and the margin on the left side (binding edge)
will measure 2'. The border will measure 22' x 33 1/2'. Any materials submitted to the State by the Consultant must be on or equivalent to white bond. Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.

The CADD files must also conform to the following standards conventions:

- Graphic elements must be placed according to NDOT-Bridge level conventions as described in the README DGN file.
- Working units must be:
- Master Units = Survey Feet, Label: '
- Sub Units = inches, Label: "
- Resolution = 1000 per distance survey foot
- File names must use NDOT-Bridge CADD naming convention as described in the Bridge Office Policies and Procedures Manual.

**Data Transfer**

The Consultant shall create and transfer all plan files to the State in MicroStation.dgn Format. It is the Consultant’s responsibility to obtain the MicroStation.dgn Format software.

The MicroStation.dgn Format software files shall be transferred to the State via NDOT’s FTP site.

1. **General Project Management, Field Inspections and Meetings**

**General Project Management:**
This task includes effort for coordination of staff, coordination with NDOT, progress reports, invoices and overall project management.

The consultant shall arrange field inspections as follows:

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The consultant shall arrange meetings as follows:

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Within three working days after the close of each meeting and/or field trip, the Consultant shall prepare and submit to the State a copy of a report summarizing the discussions, decisions, and agreements reached.

2. **Bridge Design Data Sheets and Bridge Type, Size and Location Plans (TS&L) for Non-Hydraulic Structures**

The Consultant shall prepare a Bridge Design Data Sheet and Type, Size, and Location plans (TS&L) for concrete and steel superstructure alternatives (if applicable) for the structures listed below:
The Consultant shall prepare a general description/layout of the proposed bridges on each TS&L plan. This information shall include, but is not necessarily limited to the following:

1. Sectional Elevation View of Bridge
2. Span arrangement
3. Locations of substructure elements
4. Existing and/or design profiles of ground, roadways, railroads, etc., below and adjacent to the bridge.
5. Low-girder elevations
6. Vertical clearances of bridge to roadway/railroads below
7. Grade elevations of bridge and other critical elevations
8. Top of pier footing elevations
9. General Plan View of Bridge
10. Span arrangement
11. Locations of substructure elements
12. Locations of existing roadway/railroads
13. Horizontal clearances to substructure elements
14. Typical Cross-Section of Bridge-Roadway/Superstructure
15. Girder type designation
16. Girder spacing
17. Clear roadway width of bridge
18. Pier elevation view
19. Phasing (if any)
20. New Grade Profile Sketch
21. Structure Location Note

The title block along the right side of the sheet shall include the information specified in Section 2.1.3 of the Bridge Office Policies and Procedures Manual. The Bridge Design Data Sheet shall be done in accordance with the Bridge Office Policies and Procedures Manual. The Consultant retains electronic TS&L plot data for reproduction if necessary.

3. Bridge Design Data Sheets and Bridge Type, Size and Location Plans (TS&L) for Hydraulic Structures

The Consultant shall prepare a Bridge Design Data Sheet and Type, Size, and Location plans (TS&L) for concrete and steel superstructure alternatives (if applicable) for the structures listed below:

The Consultant shall prepare a general description/layout of the proposed bridges on each TS&L plan. This information shall include, but is not necessarily limited to the following:
Sectional Elevation View of Bridge

1) Span arrangement
2) Locations of substructure elements
3) Existing and/or design profiles of ground, roadways, railroads, etc. below and adjacent to bridge (where applicable).
4) Low girder/slab elevations
5) Grade elevations of bridge and other critical elevations
6) Top of pier footing elevations
7) Bottom of sheet pile or abutment wall elevation
8) Bottom of pile bent capdeck elevation
9) H.W. Elevation (Q100)
10) General Plan View of Bridge

11) Span arrangement
12) Locations of substructure elements
13) Location of existing bridge
14) Typical Cross Section of Bridge Roadway/Superstructure
15) Girder-type designation
16) Girder spacing
17) Clear roadway width of bridge
18) Pier elevation view
19) Phasing (if any)

Show all hydraulic information as shown in the hydraulic data sheet. Also, show elevation and plan view of riprap layout, channel shaping and channel transition back to the natural channel, to scale. Show ordinary high water (OHW) elevation. Existing Profiles, New Grade Profile Sketch, Structure Location Note. The title block along the right side of the sheet shall include the information specified in Section 2.1.3 of the Bridge Office Policies and Procedures Manual. The Bridge Design Data Sheet shall be done in accordance with the Bridge Office Policies and Procedures Manual. The Consultant retains electronic TS&L plot data for reproduction if necessary. The TS&L drawing as prepared for the previous final submittal will be used for the current 90% submittal with the addition of the hydraulic data.

4. Final Bridge Design

The NDOT Consultant shall prepare final bridge design plans for the culvert extension structure(s) as described in Section A. of this Scope of Services, and as detailed in the bridge design data sheets approved by the State. Because the bridges in this Scope of Services may be different types, some of the items in this section and the following section may not apply for each structure.

1) The Consultant shall compute quantities according to the standard bid items in the Standard Specifications. Quantities submitted with 90% submittal will be the set that was previously calculated for the final submittal.

2) The Consultant shall prepare a list of all current standard special provisions that pertain to this project. In addition, the Consultant shall prepare special provisions for any bid item not in accordance with the Standard Specifications.
3. If any proprietary items are specified in the final design plans, the Consultant shall list at least three manufacturers in the plans and special provisions, or a general specification eliminating any reference to proprietary names. In addition, the Consultant shall provide to the State any technical brochures pertaining to the proposed products.

4. 75% Bridge Plan Submittal. The Consultant shall submit to the State PDF plans via NDOT's FTP site for the 75% review when the initial design and detailing is completed, but prior to the checking. To avoid delays in the design, during this period of preliminary review, the Consultant may proceed with the bridge design check.

5. 90% Bridge Plan Submittal. The Consultant shall submit to the State PDF plans via NDOT's FTP site for the 90% review when the design and detail check is complete, and a draft copy of the special provisions. 90% plans will consist of plans that have previously been submitted as final plans on the Rawhide Creek Trail project.

6. Final Bridge Plan Submittal. The Consultant shall submit final drawings and final special provisions when all final corrections and quantity calculations are completed. The consultant shall submit one complete set of design calculations and one complete set of check calculations, including copies of any computer output used in the design and check calculations. Also to be submitted is one complete set of quantity calculations and one complete set of quantity check calculations (including copies of any applicable computer output). All design/check calculations and all quantity/check calculations, the Word files for the special provisions, and a PDF of the final bridge plans showing a preliminary watermark shall be submitted via NDOT's FTP site.

7. The Consultant shall do the design-check calculations and check quantity calculations independent from the original design calculations and original quantity calculations. All check calculations are to be performed by a person of equal professional status as the one who performed the original calculations.

8. The Consultant shall show the names of the individuals preparing and checking the work, along with the date on each sheet of the original design, design-check calculations, and quantity calculations and check quantity calculations. The Consultant shall make sure that all calculations are properly indexed, arranged in a logical and orderly manner.

9. The Consultant shall provide shim data (deflections due to slab and curb/wall weight).

5. Final Bridge Plans
Requirements for bridge design plans:

1. The Consultant shall prepare final bridge design plans on sheets in accordance with the format described in Section D of this Scope of Services.

2. The Consultant shall provide a title block along the right side of each sheet that is in conformance with the "Bridge Office Policies and Procedures Manual".

3. The Consultant shall draft all structural details at a scale which will clearly show all details, notes and lettering when the plans are reduced to half size.
4) The Consultant shall put the seal and signature of a registered professional
engineer licensed to practice in the State of Nebraska on all sheets of the final
design plans.

6. Load Rating Services

Load Rating Services shall include the following:

1. Provide bridge rating using BrR software – A Load Rating Summary Sheet (BR
Form 465, current version; form available on NDOT website) and the load rating
calculations shall be provided for the bridge. These items shall be submitted via NDOT’s
FTP site along with the final bridge plans.

2. The load rating shall include analysis for the Special-Load Vehicles SU4, SU5,
SU6 and SU7 Trucks shown in the latest version of the Manual for Bridge Evaluation.
NDOT Rating Trucks shall also be included in the load rating analysis.
The load rating shall be performed in accordance with NDOT’s Bridge Inspection
Program Manual. The consultant should utilize the Load Rating Report checklist in this
manual when completing the load rating.

7. Review Shop Drawings, Provide Construction Consolation and Girder Shim
Calculations

Shop Drawings the Consultant shall review the detailed shop drawings. This review is
for general conformance with design concept only. The Consultant shall as a minimum:

1) Review the shop drawings for conformance with the geometry of the structure.

2) Review all main and detailed material to assure they conform to the requirements
of the contract plans and specifications.

3) Review the camber and blocking diagrams for the girders.

4) Review the geometry of the retaining wall structure for principal dimensions
including wall length and height, elevations, location and offset from roadway
centerline, distance from bridge abutment and clearance between top of wall and
bridge girders.

Return each reviewed shop drawing electronically to the State’s Bridge Engineer and
other designees as directed by the Construction Division. A stamp showing the level of
acceptance must be placed on each shop drawing sheet. The reviewer’s initials and the
date of review must be indicated on the stamp. Each sheet must also bear the State’s
Project No., Control No., and Structure No. if not already shown. Return shop drawings
within two weeks after receiving them. Make all notations in red.

Consult with the State’s Bridge Engineer any time it seems necessary to make a major
change in material or details from that specified by the contract plans. The Consultant
shall get the State’s approval for any deviation from the contract plans and
specifications.

8. Construction Consultation. The Consultant shall only do the following items
upon request of the District Construction Engineer, the Bridge Engineer, or their
designated representatives.

1) The Consultant shall attend the State’s Pre-Construction Conference.
2) The Consultant shall respond to fabrication and field questions and proposed changes.
3) The Consultant shall evaluate conflicts involving piling, utilities and the railroad.
4) The Consultant shall make site visits. A total of 1 site visits are assumed. Assume two Consultant engineers per site visit.
5) The Consultant shall make plan revisions. Assume minor plan revisions will be required.

9. Girder Shim Calculations
1) The Engineer shall provide to the Consultant the height of instrument elevation and the rod readings taken on top of the girders at the points designated by the Consultant.
2) The Consultant shall calculate the girder shims of each point and provide the results to the Engineer.
3) The Consultant shall recommend any needed adjustments to the grade, shear connector embedment, etc., to provide for proper girder shims.

Bridge Design Completion Dates
_______ Notice to Proceed (NTP)
_______ Submit Preliminary TS&L plans.
_______ Submit Bridge Design Data Sheets/Final TS&L Plans
_______ Submit bridge plans for 75% review.
_______ Submit bridge plans for 90% review.
_______ Submit completed final bridge plans, special provisions, design calculations, and quantity calculations, Load Rating Summary Sheet, and load rating calculations.
_______ Contract completion date

NOTE: The State may make suggestions or comments and will attempt to return the plans within approximately two weeks after receiving the plans from the Consultant for the above bridge plan submittals.
Environmental Services and Coordination

Environmental coordination requires the Design Consultant to work with the NEPA Consultant to ensure environmental commitments are met. The RC is responsible for coordinating these efforts.

4) **Review of NEPA documents and commitments.** The Design Consultant shall review the NEPA Documents for any commitments made that must be addressed during the design. The Project Sponsor or NEPA Consultant, on the Project Sponsor’s behalf, will perform a re-evaluation of the proposed design:

After the review and approval of the Right of Way design by NDOT’s ROW Division and prior to the initial request for obligation of Right of Way funds (based on the ROW Cost Estimate). The NEPA Consultant is to re-evaluate the project to determine whether the scope of the project and environmental documentation remain valid under current policies and regulations. The NEPA Consultant is to submit a “Re-evaluation Approval Request” for approval by the NDOT, LPA Environmental Coordinator.

Review of NEPA documents and commitments after ROW Acquisition:
Modifications to the final design may have been made during the acquisition of the right of way needed to construct this project. The NEPA Consultant is to re-evaluate the project to determine whether the scope of the project and environmental documentation remain valid under current policies and regulations. The NEPA Consultant is to submit a "Re-evaluation Approval Request" for approval by the NDOT, LPA Environmental Coordinator.

2) **NEPA exhibits.** The Design Consultant will provide the NDOT with exhibits as needed for the development of Public Involvement.

3) **Preliminary Waterway Permit Data Sheet.** The Design Consultant will complete form DR-260 for the project.

4) **Wetlands Impacts.** The Design Consultant will provide limits of construction to the Environmental Consultant for calculation of impacts to wetland areas delineated. This information shall be provided in the final plans on the 2-W Sheet.

5) **Permits.** The Design Consultant shall prepare and submit on behalf of the LPA the following permits, certifications, and forms. The Consultant shall copy the RC (NDOT) on all applications submitted.

   a. Floodplain Permit (Design Consultant) Army Corps of Engineers 404 permit (NEPA Consultant)
   b. National Pollution Discharge Elimination System, Storm-water Pollution Prevention Plan & Notice of Intent (NPDES, SWPPP & NOI) (NDOT)
   c. Activity Checklists (NEPA Consultant)
   d. NEPA Coordination (Green Sheets).
e. Wetland Impact Calculations Form DR290 Waterway Permit Data Sheet
   (To be calculated by PE consultant)
f. Nebraska Department of Environmental Quality (NDEQ), (NEPA
   Consultant)
g. City/County Health Department Permits (NEPA Consultant)
h. The need or potential need for a FAA Form 7480-1 should be noted in the
   plan-in-hand report and added as a special provision in the PS&E
   package by the design consultant.
Scope Items Pertaining this Project (checked boxes indicate the sections of this scope that apply to the project):

<table>
<thead>
<tr>
<th>SEQ</th>
<th>Scope Items</th>
<th>Tasks</th>
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<tr>
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<td>Threatened &amp; Endangered Species Review</td>
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<td>Hazardous Materials Review (HMR)</td>
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<td>404 Individual Permit Application</td>
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<td>Mitigation Plan</td>
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LPA OR STATE, ON LPA’S BEHALF, TO PROVIDE (to the extent that the items listed are available or needed for the scope checklist above):

- Project description, location information, Program documents (DR-530, DR-53), purpose and need statement (if applicable—Level 3 Categorical Exclusion (CE)), Threatened and Endangered species (T&E) Activity Checklist, general project location map, PQS (Professionally Qualified Staff) Memos (Wetlands, HMR, EJ/LEP, T&E Species, Section 406). When appropriate, detour route information will be provided (including a list of property owners along the project and detour route).

- If available, electronic files of current aerial photographs with Project alignment and preliminary design, existing and new rights-of-way (ROW) and easements, topographic survey, utilities data, and Limits of Construction (LOC), if available.

- Roadway Feature File, Alignment File, Feature Codes and SMD (Simple Method Description) File (downloadable from State’s website).

- County-wide plat (ownership) or TAM (occupancy) maps for Consultant’s use if landowner notification is needed. A notification letter, on LPA’s letterhead for the consultant’s use in landowner contact and site access will also be provided.

- Waterway Permit Data Sheet and 2W plan Sheets from design consultant, if permitting services are required.
Wetland-Delineation Data Sheets and Photographs (if already available and not part of this scope of work).

Environmental Justice/Limited English Proficiency Memo (provided by State if available).

Section 106 documentation and Professionally Qualified Staff (PQS) Memo (provided by State if available).

HMR-PQS Memo (provided by the State if available).

Threatened and Endangered Species PQS Memo (provided by State if available).

Wetlands PQS Memo.

APPLICABLE PUBLICATIONS:

Work shall be done in accordance with the most current version of the following materials:

Instructions and Guidance for Completing the Nebraska Categorical Exclusion Determination Form for Federal-Aid Projects, June 2, 2015.


Nebraska Biological Evaluation Process, Prepared in Support of the Programmatic Agreement that was developed between FHWA, State, USFWS and NGPC, January 20, 2012.

Certified NEPA consulting firms and requirements...NDOT, July, 2015.


Environmental Laboratory, Department of the Army Waterways Experiment Station, US Army Corps of Engineers, Vicksburg, Mississippi, 1987.


Nebraska Wetland Subclasses (Attachment K—Wetland Mitigation Banking, Standard Operating Procedures in Nebraska).


Nebraska Department of Roads-Nebraska Public Involvement Procedure (September, 2016).

Nebraska Department of Roads-Standard Delineation Report (Draft In Preparation).


Programmatic Categorical Exclusion Agreement between the Federal Highway Administration and the Nebraska Department of Roads (April, 2016).

CONSULTANT SHALL PROVIDE TO LPA OR STATE, ON LPA’S BEHALF:

1. **CE DOCUMENT AND RESOURCE REVIEWS**

   Project Description and Purpose & Need (when applicable). Consultant will determine if the provided project description meets the NDOT guidance for project descriptions and revise as necessary for use in the CE document, consultation letters, and public involvement materials. If a Purpose & Need statement is required (applicable for Level 3 CEs), the consultant will determine if the original Purpose & Need meets the NDOT guidance requirements and if necessary, draft a revised Purpose & Need statement for inclusion in the CE document.

   CE Determination Form for Federal-Aid Projects—When the Consultant determines whether the Project will qualify as a Level 1, 2 or 3 CE under the existing CE Programmatic Agreement, they will notify the Project’s assigned State-NEPA Environmental Project Manager (PM) and complete the appropriate Level (1,2,3) of the CE Form. Consultant will notify the State-NEPA Environmental PM if a threshold has been crossed which elevates the level of CE documentation. Consultant will obtain or produce supplemental information, figures and resource maps to attach to the NEPA Form or to be placed into the Project file as back-up reference material for the document. Figures and resource maps are required to be attached to the NEPA Form (as per the CE guidance manual). If not required as an attachment, Consultant shall produce them for the NEPA project file. Consultant’s effort shall also include up to three progress meetings as needed, with LPA and/or State by telephone. If a Project on-site meeting or meeting at State is needed, it would be considered an out-of-scope item and would be negotiated as a Supplement to this Agreement.

   Consultant will prepare a Project Vicinity map on a 7.5-Minute Quadrangle Topographic Map base (1:24,000 scale), showing the Project location with inset showing the county and its position in Nebraska. The Project Location Aerial Figure shall be shown on an aerial photograph as the background, with the overall Environmental Study Area mapped (minimum ½ mile from centerline, right and left), the Project start and end points plotted, and pertinent constraints such as Limits of Construction depleted. If known.

   Documentation and Revisions. Consultant will submit the completed CE Determination Form for Federal-Aid Projects (including attachments) to the LPA, State and FHWA (if
Level 3) for review and approval (assume 2 rounds of comments from NDOT and 2 rounds of comments from FHWA if Level 3).

CE Quality Control. The consultant shall submit to LPA and State evidence that the CE document has had a quality control review by the Consultant’s Principal NEPA Author or Project Manager (as identified in the firm’s current, approved NEPA Certification submittal - Category 101A), other than the document author. The submittal shall accompany both draft and final NEPA documents and may be in the form of a transmittal letter with the name, date and signature of the QC reviewer, on the Consultant’s internal review process form, on NDOT’s QC review form, or when the electronic CE Form allows, provide evidence of QC review in the appropriate position on the CE form.

CE Comment Tracking Table: The consultant shall maintain a summary table of all review comments and resolution of comments made by LPA, State and FHWA during document review and revision processing. Comments shall be organized by the CE Form’s subject title and question number. The comment tracking table shall be submitted to LPA, State or FHWA, as appropriate, along with the revised draft and final documents.

2. FARMLAND

Farmland Conversion Form: If there is farmland located in the Project Environmental Study Area and its use may be converted to other purposes as part of the Project, Consultant will prepare a Natural Resource Conservation Service (NRCS) Farmland Conversion Form CP-106 and perform coordination with NRCS, if necessary.
3. **SECTION 106 STATE HISTORIC PRESERVATION OFFICE/TRIBAL HISTORIC PRESERVATION OFFICE (SHPO/THPO):**

   **Section 106 Review Request Letter:** NDOT will complete Section 106 reviews and evaluations for LPA projects located outside the Omaha Metropolitan Area Planning Agency (MAPA) and the Lincoln City and Lancaster County (LCLC) metropolitan planning area.

   Consultant will complete a Section 106 Review Request Letter and submit it as both a PDF and a MS Word document to the State’s Section 106 PQS, submitting a copy to the LPA’s Project Coordinator and the NEPA Environmental PM. The Section 106 Review Request Letter shall include a Vicinity Map and a Location Figure showing the project’s start and end points. Project activities shall be clearly defined.

   The State will act as the lead federal agency and will complete all outside consultation. SHPO, tribal, etc. The State will complete the Section 106 PQS memo.

   **Omaha Metropolitan Planning Agency (MAPA) and the Lincoln City and Lancaster County (LCLC) metropolitan planning area:**

   The environmental consultant is responsible for ensuring that cultural resource identification and evaluation is completed for those undertakings located within the Omaha Metropolitan Planning Agency (MAPA) and the Lincoln City and Lancaster County (LCLC) metropolitan planning area. Cultural resource surveys shall be completed by individuals meeting or exceeding qualifications set forth by the U.S. Secretary of the Interior’s Standards for Professional Qualification Standards. The qualifications (36 CFR 61) define minimum education and experience required to perform identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed, depending on the complexity of the task and the nature of the historic property involved. Illustrative examples include an architectural historian with specialized experience in assessing early plains architecture, a geoarchaeologist with specialized experience in assessing the potential for deeply buried cultural deposits in alluvial settings, or a paleobotanist with specialized experience in assessing floral material recovered from a prehistoric pit feature. The Principle Investigator (PI) shall submit their resume to the State’s Section 106 Professionally Qualified Staff (PQS) for review and approval prior to execution of this agreement.

   Upon execution of this agreement, and prior to completing fieldwork, the NDOT Section 106 PQS shall review the proposed area of potential effects (APE) as well as the proposed level of effort.

   The consultant shall follow the report guidelines discussed in NDOT’s Section 106 Guidance document (2018) when compiling and submitting documentation.
The State will act as the lead federal agency, and will complete all outside consultation, SHPO, tribal, etc. The State will complete the Section 106 PQS memo.

4. **Section 4(f) Exception or De-Minimis Determination.**

Section 4(f) Initial Assessment Form—Consultant will determine if adjacent Section 4(f) properties such as public parks, recreation areas, and wildlife/waterfowl refuges, or historic sites of local, state or national significance are present, as part of the resource review. Consultant will prepare the Section 4(f) Initial Assessment Form and submit to State NEPA Environmental PM for review and approval. The approved Section 4(f) Initial Assessment Form will be sent to the Consultant for inclusion in the CE appendices.

Section 4(f) Documentation—If a Section 4(f) property is identified within the Project area, the project or undertaking must determine a ‘use’ of land from that property within the meaning of Section 4(f). If it is determined that there is a ‘use’ of the land then coordination with State must occur and one or more of the following documents will be prepared by the Consultant:

- **Section 4(f) De-Minimis Form**
- Coordinate with the Official with Jurisdiction for the Section 4(f) resource, to obtain concurrence that the impact will not adversely affect the resource. If more than one Section 4(f) property has a ‘use’ determined, analysis and document preparation for the additional properties would be considered out-of-scope and the additional effort would be negotiated as a Supplement to this Agreement.

- Individual Section 4(f) Evaluation—If needed, an Individual Section 4(f) Evaluation and documentation would be considered out-of-scope and the additional effort would be negotiated as a Supplement to this Agreement.

5. **SECTION 6(F) ANALYSIS DOCUMENTATION.**

Consultant will research and document whether Section 6(f) resources are present. If yes, then Consultant will contact the Nebraska Game and Parks Commission to determine if Section 6(f) resources are present. If Section 6(f) resources are present, the Consultant will determine if a conversion will occur. If replacement land is needed, coordination with the jurisdictional agencies would be required, as well as additional Section 6(f) documentation. This additional Section 6(f) coordination and documentation as a result of a conversion would be considered out-of-scope and additional hours will be negotiated as a Supplement to this Agreement.

6. **FLOODPLAIN REVIEW.**

The consultant will research and document whether the project is located within a Zone A floodplain. The consultant is to determine if the project will have construction occurring in a floodplain, whether crossing or parallel. The Consultant determines if the project crosses or occurs within a mapped floodplain, or in the case of parallel floodplains determines and quantifies the highway embankment work that will encroach into the area mapped as a floodplain.
If a Floodplain Permit is required, the Design Consultant will prepare a Floodplain Certification Package. The package is to include a memo describing the project and it is impacts on the floodplain, a location map showing the boundary of the project, FIRMette maps with floodplains and structures identified and a certification form signed, sealed and dated by a professional engineer certifying compliance with floodplain and floodway regulations. A FIRMette is a legal to scale copy of a portion of a Flood Insurance Rate Map (FIRM). FIRMette can per printed in either letter legal or legal size paper and found at the following website, [http://msc.fema.gov](http://msc.fema.gov). The LPA with assistance from the Consultant is to apply for the permit.

7. WATER QUALITY REVIEW

a. Consultant will research and document whether impaired waters (303(d) list) are located within the Environmental Study Area.

b. If impacts to the impairment of the water resource will be affected by the project, Consultant will coordinate with NDEQ.

c. When the LPA is / has an RC the LPA is responsible for the NPDES and the SWPPP. The PE consultant is to develop the erosion control plans and assist with the application for the Floodplain Permit. The Consultant is to issue the Notice of Intent, permit for the NPDES and the SWPPP.

NDOT’s Roadside Stabilization Unit (Ron Poe) will review the NPDES and the SWPPP for concurrence. The permit close out will be performed by the LPA.

d. When NDOT is the Responsible Charge (RC) the NDOT’s Roadside Stabilization Unit will prepare the National Pollutant Discharge Elimination System (NPDES) permit and the Storm Water Pollution Prevention Plan (SWPPP). The erosion control plans will be designed by the Design Consultant. NDOT’s Roadside Stabilization Unit will submit the Notice of Intent, NPDES permit and the SWPPP.

8. THREATENED AND ENDANGERED SPECIES (T&E) REVIEW

Biological Evaluation (BE) Review Request Letter—Consultant will complete the BE Review Request Letter and submit it as a PDF to the State’s LPA T&E PQS and NEPA Environmental PI. Consultant will revise it in response to State comments as needed. This letter will include the wetland delineation as an attachment. The NDOT T&E PQS Memo will be cited and summarized in the CE document, and included in the CE appendices.

Field Review—A field review may be needed and would be conducted by the Consultant’s qualified biologist in conjunction with the wetland delineation site visit. If a wetland delineation is not required for the project and a site visit for T&E Species is needed, a qualified biologist would perform a site visit and conduct the field review.

Services are applicable if a utility would be moved to outside the ROW and additional ROW would be required. Services are limited to the area of additional ROW and consist of field observations for habitat associated with state and federal listed T&E species and documentation of our findings in an addendum to the NDOT. Field services would be
conducted in conjunction with the wetlands site visit. Report would be an addendum to the existing BE Review and prepared in a memorandum format.

9. HAZARDOUS MATERIALS REVIEW (HMR).

Hazardous Materials Review—Consultant will complete a HMR within the HMR Study Area (which encompasses the Environmental Study Area and is defined in the 2015 HMR Guidance manual) that are known to be, or may potentially be, contaminated with hazardous materials. Conditions that indicate an existing release, a past release, or a material threat of a release, of any hazardous substances or petroleum products into structures, on the property or into the soils, groundwater, or surface water should be evaluated and assessed for potential impacts on the Project, and discussed in the HMR technical report. The Consultant shall:

Conduct and review local, state and federal environmental database records, searching for regulated sites within the HMR Study Area;

Conduct an on-site visual site reconnaissance survey (after coordination with the NDOT Hazardous Materials PQS). If it is determined the project will be processed as a Level-I CE, then this survey will not be required;

Complete the HMR Visual Reconnaissance Form and photo log;

If warranted and in consultation with the NDOT Hazardous Materials PQS, the scope of the HMR may include conducting addition analysis per the HMR guidance. Additional analysis may include:

1. Conducting a regulatory file review (NDEQ, SFM, etc.)
2. Reviewing readily available historical record sources (aerial photographs, topographic maps, Sanborn Fire Insurance maps, etc.) and/or
3. Conducting interviews with local agencies and regulators;

If a subsurface investigation is determined to be necessary, a Supplement to this Agreement would be required.

Prepare a written Hazardous Materials Review Report. The Report will be submitted by the Consultant to the State for inclusion in the Project file. The NDOT Hazardous Materials PQS will summarize the results of the Report into a PQS Memo, which will be sent to the Consultant for inclusion in the CE appendices. The findings and mitigation measures stated on the PQS Memo shall be summarized in of the CE document.

Quality Control—The Consultant shall perform thorough QC by a NDTQ Defined Environmental Professional prior to any official HMR submittal to the State.

Services are limited to evaluation of utility outside the ROW. Report would be an addendum in a Memorandum format.

Services are applicable if a utility would be moved outside the ROW and additional ROW would be required. Services are limited to field observations for hazardous materials in the vicinity of the additional ROW and documentation of our findings in an addendum to the NDOT. Field services would be conducted in conjunction with the wetlands site visit. Report would be an addendum to the existing HMR and prepared in a memorandum format.
10. NOISE STUDY AND REPORT.

a. Consultant shall review the Noise Analysis and Abatement Policy to determine if a noise study is required (definition of a Type I project). The NDOT PQS will verify that a noise study is needed. When no noise analysis is required, the NDOT Noise PQS and/or NDOT NEPA Environmental PM will forward the Noise PQS memo to the Consultant. Consultant shall cite the date of the Noise PQS Memo in the appropriate block of the CE Form and attach it to the document.

b. When a noise study is required, Consultant shall follow the NDOT Noise Analysis and Abatement Policy and provide a Noise Study Report including, but not limited to the following:

a) General information regarding the nature of noise and measurement of sound. 23 CFR Part 772 Standards, noise abatement criteria and noise prediction method used;

b) Project Description;

c) Table showing existing and future (20+ years from date of construction) traffic counts (Average Daily Traffic and Design Hourly Volume) as well as medium and heavy truck percentages, all to be used in conjunction with FHWA’s Traffic Noise Model (TNM);

d) Field noise measurements are required: Consultant shall prepare a table to include such items as location, distance from Project centerline, noise levels, and other appropriate information;

e) Information about land use adjacent to Project;

f) Table showing the following:

i) receptor ID (home address or business name if possible);

ii) distance from Project centerline;

iii) modeled existing noise level (TNM results);

iv) predicted future no-build noise level (TNM results);

v) predicted future build noise level (TNM results);

vi) Leq noise abatement criteria (66 or 71 dBA);

vii) Specify if build situation approaches or exceeds Leq criteria (if substantial noise increase >16 dBA) (yes or no);

g) Analyze noise abatement for feasibility and reasonableness if necessary (determined by noise impacts);

h) Detour information (lane closures, how many will remain open);

i) Address construction noise;

j) Provide setback recommendations to local officials;

k) Consultant will provide conclusions—stating findings (how many impacted receptors in existing, no build and build situations, noise abatement results);

l) List references;
m) Prepare diagram using aerials or topographic map identifying:
   i) Receivers adjacent to project;
   ii) Areas for possible noise abatement;
   iii) 66 and 71-dBA noise contour lines;

11. WETLAND AND STREAM DELINEATION SERVICES.

Site Visit. The Consultant shall visit the Project site to determine if waters of the United States (US), including wetlands, are present within the Project Delineation Limits as described below. The site visit will be conducted by a qualified wetland scientist and during the recognized growing season unless otherwise approved by the State Environmental Permits Unit (EPU) Project Manager. Delineation methods shall be in accordance with the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual; appropriate USACE Regional Supplement (Midwest or Great Plains); and the "NDOT Procedure: Wetland and Water Resource Delineation and Water Conveyance Investigation" (January 2013 DRAFT).

Services are applicable if a utility would be moved to outside the ROW and additional ROW would be required. Services are limited to a wetland delineation in the vicinity of the additional ROW and documentation of our findings in an addendum to the NDOT. Report would be an addendum to the existing approved wetland delineation report and prepared in a memorandum format.

Review Existing Resources Databases. Consultant will review existing resources prior to field delineation (January 2013 DRAFT). For projects requiring new Right-of-Way (ROW) beyond existing, into agricultural land, the State shall be contacted for direction. In some cases, at the State's direction, delineation of agricultural wetlands may be needed. The consultant shall follow the Natural Resources Conservation Service (NRCS) standard method for agricultural wetlands delineation.

Farm Service Agency (FSA) Wetland Review. In some cases, a review of FSA historic aerial photography with recorded wetland determinations may be required for permitting. This type of review is not included as part of this Scope of Services. If such a review is appropriate for the permitting of the wetland resources, additional scope and fee, appropriate to the length of the Project, shall be negotiated as a supplement to this Agreement.

Delineation Limits. For purpose of scope and fee development, the Consultant shall assume the following study area for a Full Delineation. Along the project alignment, the study area extends 50 feet beyond LOCs or within ROW whichever is farther from the roadway centerline. At bridge-sized culverts and bridges along the project alignment, the study area extends 150 feet beyond designed LOCs or 150 feet beyond ROW, whichever is farther from the roadway centerline. A full delineation shall be performed for known construction access, staging, stockpiling, or waste disposal areas.

At bridge-sized culverts and bridges along the project alignment, a Full Delineation (including delineation of the Ordinary High Water Mark (OHWM) if present, and adjacent wetlands) shall be provided for the area 150 feet outside of the LOCs or ROW, whichever is farthest from the centerline.
Estimated Delineation Project Size: (See Table on pg. 1 for Project Size)

Small Delineation—Can be accomplished with 1-day or less of field activities

Medium Delineation—Can be accomplished with 1-3 days of field activities

Large Delineation—Can be accomplished with up to 5 days of field activities

Plot Boundaries—Consultant shall plot the data on aerial photographs. Data plotted on aerial photographs will include project environmental study area boundaries and project delineation limits, roadway alignment and stationing when available. Data will include wetland boundaries, wetland types, OHWM and location of data collection points, photographs, and wetland acres. Map scale must be drawn to a scale of 1 inch = 200 feet.

Documentation of Findings—Consultant shall prepare documents according to State procedures (January 2013 DRAFT).

Quality Control—The Consultant shall perform thorough QC checks prior to any official submittal to State. Reports and associated data sheets shall be scrutinized for accuracy and completeness. The consultant shall submit to State evidence that the wetlands documents have had a quality control review by a Qualified Wetland Scientist or Project Manager (as defined in the firm’s current, approved NEPA Certification submittal—Category 101A), other than the document author. The submittal shall accompany both draft and final documents and may be in the form of a transmittal letter with the name, date and signature of the QC reviewer. Inadequate delineation reports and/or geospatial data will be returned to the Consultant for correction.

Electronic Files and Transmittal Letter or Email—Consultant shall submit the delineation materials to State in electronic format as described in Section F. All geospatial data shall be post-processed to correct GPS data inaccuracies, compile all required information in the State geodatabase attribute tables, and checked for completeness, accuracy, and conformance to State data standards (see Section F). Geospatial data shall provide an accurate representation of field observations. If contract includes permitting services—Consultant shall submit the wetland delineation to the LPA design consultant to assess impacts of the road improvements on wetlands and other waters of the U.S. A Waterway Permit Data Sheet Form will then be completed by the LPA’s design consultant and the design consultant or LPA, shall forward to Consultant for use in completing the Section 404 permit application. Files shall be accompanied by a transmittal letter or email.

42. SECTION 404 NATIONWIDE PERMITTING SERVICES

Pre-Application Meeting—Consultant shall discuss with the State the necessity of a pre-application meeting. If required, the Consultant shall arrange for, attend and conduct a pre-application meeting with the USACE, State, the LPA and their design consultant, and other interested resource agencies to discuss the wetland delineation and other issues relating to fill and disturbance impacts. Consultant shall prepare and distribute minutes. This activity would be considered in scope, however Consultant must obtain written approval from the LPA or State when acting on the LPA’s behalf, to attend
and conduct the meeting. With LPA or State approval, Consultant will be able to use the estimated hours for the meeting attendance and documentation.

404 Nationwide Permit Application Package. Consultant shall prepare a 1st Draft of the 404 Permit Application Package consisting of the 404 Permit Application and Wetland Delineation Report, and the Waterway Permit Data Sheet from the design consultant (this is needed for NDOT review of whether all culverts and other items are included). The package shall include a complete project description, documentation of impacts to all wetlands and waters of the US, and wetland and stream channel mitigation. Electronic files of the documents will be submitted to State for review and approval. The Consultant shall revise materials per State comments and resubmit a subsequent draft to State for review and approval.

Jurisdictional Determination (JD) from the USACE. In some cases, at State's direction, the Consultant shall request the USACE to make a Preliminary and/or Final JD decision. The JD request would consist of the Consultant's submittal of either a preliminary wetland determination or a final delineation, along with a cover letter requesting the JD. If the JD request would require additional supporting documentation beyond that specified above, at State's direction additional scope would be defined and a supplement to this Agreement would be negotiated.

Agency Coordination. Consultant shall correspond with the USACE, whether in writing or personal contact documented in a telephone memo or meeting notes. Consultants are expected to be available to provide additional information, answer questions, respond to public comments, and attend and conduct a meeting, if necessary. This activity would be considered in scope, however Consultant must obtain written approval from the LPA, or State on LPA's behalf, to attend and conduct the meeting. With written approval from LPA, or State on LPA's behalf, Consultant will be able to use the hours for the meeting attendance and documentation. Any correspondence with the USACE, if necessary, shall be submitted to the State in draft form for approval from LPA, or State on LPA's behalf, at least 10 days before final submittal. If needed, Consultant shall coordinate with NDEQ and obtain a letter of 401 Water Quality Certification. If wetlands are non-jurisdictional, Consultant shall obtain a Letter of Opinion from NDEQ, stating compliance with the non-degradation clause of Title 117 Nebraska Surface Water Quality Standards.

Final Deliverables. Consultant shall prepare and submit to LPA, or State on LPA's behalf, the electronic files and hard copies of all materials. For the final package, the Consultant will submit one bound copy to LPA and electronic files to State on NDOT's ftp site. The Consultant shall submit a hard copy of the 404 permit application package to the USACE and NDEQ (when required) unless otherwise directed by LPA, or State on LPA's behalf.

43. SECTION 404 INDIVIDUAL PERMIT APPLICATION

Alternatives Analysis and Sequencing Demonstration. If required, all tasks specified above for Nationwide permits, also apply to Individual Permits with the following additional tasks. Consultant shall prepare an Alternatives Analysis and Sequencing
Demonstration for inclusion with the individual Permit Application. For LPA projects, this will involve incorporating materials provided by the LPA’s design consultant. The Consultant will also handle coordination activities with the USACE and other regulatory and resource agencies, as needed.

14. MITIGATION PLAN

Mitigation Documentation: If required, the Consultant shall prepare materials for submittal of a conceptual mitigation plan and the associated 12 components of Mitigation documentation for submittal to the USACE. This will involve incorporating materials provided by the roadway or bridge design consultant into a single document to identify mitigation locations, types of wetlands to potentially develop, and buffer areas associated with the mitigation areas. If a Mitigation Plan is needed and not originally contracted, additional scope and fee shall be negotiated as a supplement to this Agreement.

PUBLIC INVOLVEMENT

The Consultant shall serve as the agent for the Client, representing the Client in all matters related to public involvement services for this project, with the exception of (list any tasks to be conducted by the Client or others):

1. Civil Rights Analysis
2. Preparation of a distribution list of stakeholders and contiguous property owners
3. Preparation and dissemination of a press release in regards to public involvement
4. Ordering and posting temporary public meeting highway signs (if needed)

It is anticipated that the project will require the following major tasks (include the following, as appropriate):

1. Project Management and QA/QC
2. Public Information Meeting (PIM)

APPLICABLE PUBLICATIONS:

Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOT materials can be obtained from the NDOT website:

NDOT Public Involvement Procedure


CLIENT SHALL PROVIDE:

1. As built or design plans of the existing and adjacent roadways (if available).
2. Electronic files of current aerial photographs (if available).
3. Existing cadastral maps, plat maps, electronic right-of-way files of the project area (if available).
4. If applicable, cover any costs associated with securing or using meeting venue(s).
5. Typical Sections, Preliminary Plans, or other design documents.
6. Distribution list of stakeholders and contiguous property owners.
7. Press Release to be sent two weeks prior to public information meeting (optional).
8. Temporary signage to be installed 15 days prior to public information meeting (if needed).
9. Templates for standard reports, legal notices, handouts, comment response letters, etc., for materials being developed for Client.

CONSULTANT SHALL PROVIDE THE FOLLOWING SERVICES:

Consultant will work with the Client to develop a Public Involvement Plan to address public notification, develop a database of project stakeholders and plan for the PIM, one-on-one meetings, or agency meetings that might be necessary. Consultant will assist the Client in conducting a Public Information Meeting (PIM) including setup, facilitation and teardown. Consultant will:

4. Project Management. This task includes activities to develop and monitor project schedules, workload assignments, and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the Client; and maintain project records.

2. Quality Assurance/Quality Control. The Consultant will perform QA/QC checks prior to any official submittal.

3. Identify Venue and arrange for booking—Provide a meeting venue floor plan including identification of ADA compliant access routes, location of display and presentation materials, and seating arrangement, if applicable.

4. Prepare a Legal Notice of meeting to include project location, purpose and need, planned construction, state if additional right-of-way or easements will be needed to construct the project, additional impacts and construction schedule.

5. Public Notice Publication. Verify local newspaper distribution schedule and critical dates and submittal information related to legal advertisements. Client will place advertising for the public notice in one local (Nebraska Press Association (NPA)) certified paper at least 15 days prior to event with two affidavits of publication.

6. Postal Outreach. Prepare and distribute invitations to property owners directly adjacent to the project and other project stakeholders from a list provided by the
Client, anticipate ___ invitations sent through the U.S. Postal Service.

7. __ Informational Poster, ___ posters showing publicly owned park and recreation areas that are open to the general public, publicly owned wildlife and waterfront refuges, and publicly or privately owned historic sites. The term historic sites include prehistoric and historic districts, sites, buildings, structures or objects listed in, or eligible for, the National Register of Historic Places, if applicable.

8. __ Prepare aerials with proposed alternatives and potential impacts;

9. __ Posters, anticipate ___ other informational posters, note types of posters.

10. __ Develop Advertising for public meetings ___ radio adds, ___ website.

11. __ Provided Translators for public information meeting and for public meeting anticipate ___ documents (if needed).

12. __ Prepare a Fact Sheet suitable for a mailer or handout at the PIM. The Fact Sheet will be similar to the legal notice and include the project location, purpose and need, scope of work, traffic volumes, construction schedule, accommodations of traffic, ROW, potential impacts, additional costs, location map/detour map and appropriate logos (FHWA, NDOT, Clients logo, Preliminary Plan-Stamp—NO consultant logos/branding);

13. __ Prepare for and Attend the Public Meeting meet approximately 15 minutes before the actual public meeting for the project team to review key facts/information and to go over any potential issues and to provide suggestions on how to approach questions and/or conflicts.

14. __ Prepare a matrix summarizing general comments and concerns from the public meeting and written comments. The client will identify those comments which warrant a response. The Consultant will prepare ___ draft responses and revise them as needed based on the Clients review comments. The approved responses will be mailed by U.S. Postal Service. The Consultant is to anticipate ___ responses.

15. __ Summary Memo, the Summary Memo is summary of what done to involve and inform the public of the proposed improvements and to solicit the public’s comments and concerns.

16. __ Public Involvement Report, which will include a summary of the outreach performed (tools used, information about the distribution list, legal notice publication dates, specified comment period date, etc.), a table of summarized comments/responses, and attachments that consist of what the public received in
their project information packet, the comments received, and the final signed responses to the comments. The public involvement report/summary memo and attachments shall be attached to the CE. [Additional deliverables shall be inserted for various levels of public outreach.]

47. Public Information Packet. Consultant will assist the Client in the development of a Public Information Packet, as described by NDOT's PI Reports outline. Consultant will:

- Prepare Cover Letter
- Develop Comment Form
- Include the Legal Notice
- Include the Fact Sheet in the packet

48. Packet Distribution. Consultant will coordinate the mailing of the Public Information Packet, using a distribution list provided by the Client. The Client will coordinate hand delivery of packets to the businesses and property owners adjacent to the project.

49. MEETINGS

Meetings anticipate:

- Kickoff meeting
- Project status meeting(s)
- Public meeting
- Comment review meeting(s)
- One-on-one meeting(s)
- Agency meeting(s)

Other. (Additional project specific tasks may be added here):

DIRECT COST-ITEMS

- Venue;
- Nametags, Sign-in Sheets, comment forms;
- Informational posters

20. ENVIRONMENTAL RE-EVALUATION. AFTER ROW DESIGN. After the review and approval of the Right of Way design by NDOT's ROW Division, the Consultant is to re-evaluate the project to determine whether the scope of the project and environmental documentation remain valid under current policies and regulations. The consultant is to submit a "Re-evaluation Approval Request" for approval by the NDOT; LPA Environmental Coordinator.
Services are limited to the NEPA Consultant answering questions from the NDOT Environmental Staff.

24. **REVIEW OF NEPA DOCUMENTS AND COMMITMENTS AFTER ROW ACQUISITION.** Modifications to the final design may have been made during the acquisition of the right of way needed to construct this project. The Consultant is to re-evaluate the project to determine whether the scope of the project and environmental documentation remain valid under current policies and regulations. The Consultant is to submit a "Re-evaluation Approval Request" for approval by the NDOT, LPA Environmental Coordinator.

The NEPA Consultant may need to answer questions from the NDOT Environmental Staff (per Dan Rea email 3-15-2019)

**GREEN SHEETS**

NEPA Coordination (Green Sheets) The Project Sponsor or consultant, on the Project Sponsor's behalf, will submit the Green Sheet to the NDOT NEPA Specialist and Local Projects Section for review. The Green Sheet must be submitted in a word document format with the attachments in a PDF format. And developed using guidance from the NDOT LPA Green Sheet Guidance document


**DELIVERABLES:**

1. Project Schedule
2. Monthly Invoices and Progress Reports
3. Meeting Minutes
4. Public Information Meeting Documents and Maps
5. Public Involvement Summary Memo of entire public involvement process, public comments and responses to written comments
6. Public Involvement Report
7. Stakeholder letters addressing Comments

**PROJECT MANAGEMENT**

This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare project correspondence with the LPA or State on LPA's behalf, and maintain project records. Monthly Progress Reports shall be prepared and submitted according to the schedule provided by LPA, which may or may not coincide with Consultant's invoicing schedule.

This task includes preparing a detailed project schedule documenting project milestones and critical paths. The schedule will be updated and submitted to LPA, NDOT, and FHWA on a quarterly basis.
TRAVEL TIME

Site Visits. Consultant will (as needed) conduct up to 1 site visit for wetlands and stream review.

DELIVERABLES IDENTIFIED IN "SCOPE ITEMS TABLE" AND "CONSULTANT SHALL PROVIDE (SECTION D) ABOVE:

Final Deliverables. Consultant will prepare final deliverables and submit to LPA the electronic files and hard copies of all materials.

(Send all Deliverables to the LPA and State when acting on LPA's behalf, for review prior to submittal to the State and FHWA.

Monthly Invoices with Progress Reports per LPA's scheduled delivery dates

Meeting Minutes (if meetings are held)

The Appropriate Level of CE Document (Level 1, 2, 3) and supporting attachments and file data

NRCS Form CPA-106 for Corridor Type Projects, if needed

Hazardous Materials Review (HMR) report, if needed

Section 4(f) Initial Assessment Form and exception/deminimus documentation (if required)

Section 6(f) Documentation

Wetland and Stream Delineation Report—For Full Delineation, USACE Wetland Determination Data Sheets (Midwest or Great Plains Regional Supplements) and Wetland Delineation Report including Plot(s) showing Wetland Boundaries, Wetland Types, OHWM, Waters of US and Location of Data Collection Points and Photos, and associated geospatial data (See section F data transfer below)

404 Permit Application (Nationwide or Individual)—404 Permit Application Package consisting of 404 Permit Application, Water Way Permit Data Sheet, and Wetland Delineation Report—For Individual Permits, includes Alternatives Analysis and Sequencing Demonstration (Hard Copy and Electronic Files)

Mitigation Plan (if required)

Section 404 Authorization Letter, and if required, NDEQ 401 Water Quality Certification or Letter of Opinion regarding compliance with Title 117

A current Jurisdictional Determination from the USACE (if required)

Threatened and Endangered Species BE Review Request Letter

Public Involvement Plan

Official Legal Notice

Project Information Packet
Public Involvement Report

Quality Control documentation

PDF copies of all materials and final electronic files (i.e., geodatabases for wetland delineations) as stated above. All supporting information shall be submitted to the State for their Project File.

DATA TRANSFER

It shall be the Consultant’s responsibility to obtain the necessary software to translate to and from the specified format for all electronic files supplied by the LPA or State and for all electronic files prepared by the Consultant and supplied to the LPA or State.

For wetland delineations—plot(s)—showing wetland boundaries, environmental study area boundaries, wetland types, acres, waters of US and location of data collection points and photo points, will be submitted in GIS Geodatabase (.mdb or .gdb). Coordinate system projections for all submittals shall be: NAD 1983 State Plane Nebraska FIPS 2600 (Feet). The submittal will include a completed attribute table with relevant information, such as wetland name and type, for each feature, as described in State’s (2013) procedure.

WATERLINE/SANITARY SEWER RELOCATION/RECONSTRUCTION

The Consultant shall identify existing water mains or sanitary sewers that are in conflict with project improvements. Project improvements are to be designed around existing water mains and sanitary sewer lines; however, in some situations relocating the water main or sanitary line will produce an improved engineering design. Engineering judgment shall be used to determine when to relocate a public utility. This task involves minor reconstruction or relocation involving a public utility due to a roadway improvement and not a project initiated by the utility. Sometimes it is beneficial for municipalities (LPAs) to upgrade existing facilities concurrently with a transportation construction project. Federal-aid Highway Transportation funds may not be used for betterments to water or wastewater systems. Only portions of the system directly impacted by improvements to the roadway may receive Federal-aid Highway Transportation funds. The pay items for improvements to the water and waste-water systems will need to be separated out from the pay items for which Federal participation is allowed.

1. Wastewater Reconstruction Plan Sheets. The design of the wastewater collection system shall comply with the requirements of the Federal and State Clean Water Acts. Design and construction of facilities for the City’s the design of the system shall generally follow the Recommended Standards for Sewage Works, a Report of the Committee of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers (19 State Standards). Details of construction shall conform to the LPA’s Standard Specifications for Municipal Construction and Standard Plans if applicable. All plans for construction of wastewater system improvements shall be
reviewed and approved by the LPA’s Public Works and Utilities Department and the State of Nebraska Department of Environmental Quality prior to construction.

- Horizontal Alignment
- Vertical Alignment
- Detail Drawings
- Utility Conflict Verification and Resolution
2. **Water Main Reconstruction**: Plan Sheets (SP). The design of water mains, water distribution systems, valves, backflow preventors, fire hydrants, etc. shall comply with the Federal and State Safe Drinking Water Acts. The design of the system shall generally follow the standards of the American Water Works Association (AWWA) and the Recommended Standards for Water Works, a Report of the Committee of the Great Lakes Upper Mississippi River Board of State Public Health and Environmental Managers (10-State Standards). The design and construction of the improvement shall comply with LPA's Standard Specifications for Construction and Standard Plans if applicable. Fire-flow requirements shall generally follow those in the Fire Suppression Rating Schedule published by the Insurance Services Office. All plans for the construction of water system improvements shall be reviewed and approved by the LPA's Public Works and Utilities Department, the Local Fire Department and if applicable the State of Nebraska Department of Health and Human Services, prior to construction. The Nebraska Safe Drinking Water Act and regulations require plans and specifications for all major construction related to public water systems be prepared by a registered professional engineer and be approved by the Department of Health and Human Services before construction costs are committed by the system owner. The law defines major construction as structural changes that affect the source of supply, treatment processes, or transmission of water to service areas, but it does not include the extension of service mains within an established service area.

- Horizontal Alignment
- Vertical Alignment
- Detail Drawings
- Utility Conflict Verification and Resolution
Geotechnical

Geotechnical Investigations the Consultant will provide geotechnical investigations of the subgrade on areas to be surfaced roadways, parking lots, trails with borings every 500 feet unless otherwise directed by the engineer, and prepare the pavement determination.

4. Data Research
Based upon current site topography, the site grading is expected to be minor, with cuts and fills sloped at 3H:1V or flatter. Borings will be taken expect soil test with the project. The fee associated with these borings assumes the project site is easily accessible for truck-mounted drilling equipment and rights of access can be obtained from adjacent owners. These test borings will be in accordance with schedules located in the most recent NDOT Geotechnical Policy and Procedures Manual. The field exploration program consists of the following:

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<th>Number of Boring</th>
<th>Boring Depth (feet bgs)</th>
<th>Planned Location</th>
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2. Design Recommendations
The Consultant shall prepare geotechnical recommendations for the primary purpose of developing geotechnical design criteria for use in designing retaining walls, bridges, and pavements for the project.

3. Geotechnical Report
The Consultant shall prepare and submit three (3) copies of a geotechnical report to the RC for review.
Cooperation for Railroad Viaducts

Overview: railroad coordination will be performed by NDOT staff, with the exception of preparation of the "Theoretical Cost Estimate" if needed. The following is for the consultants information and use in developing the design schedule.

After the Preliminary Design (Pih/30%) submittal the RC forwards the Pih plans and the bridge data information (TS&L's) to the NDOT's Rail Division for their review and submittal to the Railroad for their review. Note, the Pih may occur before or after the railroad's review and it will take 45 to 60 working days for the railroad to complete their review.

After the 90 percent plan review is complete by NDOT ROW Division, the NDOT Bridge Division and the RC, The consultant is to prepare and submit a "Theoretical Cost Estimate" to the RC. The NDOT's Rail Division will forward the reviewed plans and documents to the Railroad for their review. Note the review and approval of these documents may take the railroad 3 to 6 months complete.

1. Theoretical Cost Estimates

Theoretical Cost Estimates are only needed for projects the railroad is participating in the project cost. The Code of Federal Regulations, Title 23, Chapter I, Subchapter G, Part 646, Subpart B, Section 642.210(o) (1) states:

"Where a grade crossing is eliminated by grade separation, the structure and approaches required to transition to a theoretical highway profile which would have been constructed if there were no railroad present, for the number of lanes on the existing highway and in accordance with the current design standards of the State highway agency."

On all new Grade Separation Projects, by law, it was established the railroad's participation in the project cost (NEPA studies, preliminary engineering, construction engineering, right-of-way and construction cost) be based on a two-lane theoretical structure from touchdown to touchdown located on alignment over the existing at-grade crossing that is to be eliminated.

With the exception for viaducts construction on new horizontal alignment, the railroad's participation in the right-of-way cost would be for the estimated ROW cost had the project been constructed on the original alignment of the at-grade crossing.

The NDOT Rail Division will submit the following items to the railroad:
1. The final (100%) bridge plans;
2. NDOT approved ROW plans, appraisal and acquisition documents;
3. A construction and maintenance agreement, which can take up to 6 to 9 months for the railroad to review and approve.
4. The LPA (if they are the RC) or NDOT (if it is the RC) will make payment to the railroad for the needed easements and or right of way. Note: easements, deeds etc. will not signed by the railroad until the construction and maintenance agreement is fully executed.

5. Recording of Easements

   I. Handled by NDOT ROW (if NDOT is the RC),
   II. Handled by the LPA (if they are the RC).

6. Before plans are sent to PS&E the Railroad will supply special provisions.

Permitting Process

1) The City/County or the Utility who is occupying the Railroad ROW will need to apply for the railroad permit.

2) It is up to the Railroad if the work can be completed under one permit or if each Utility will need a permit per utility.

3) A processing fee of approximately $2000 is required to process each permit by the railroad.

4) The permit is valid for one year or the negotiated amount of time based on a timeline.

5) When to apply for the permit:

   a) If the utilities will be moved prior to the project, the permit needs to be processed concurrent with the ROW phase or just after ROW acquisition.

   i) If the timeline to move the utilities is anticipated to take a great length of time, the permit process should be carefully considered and arranged as to not delay the project letting. The timeline should be calculated as 2-3 months for the Railroad to process and approve the permit added to the amount of time for:

   (1) The utilities to be moved by the Permit Applicant.

   (2) Or the length of time needed for the contractor procured by the Permit Applicant to move the utilities as well as the time for procurement.

   b) If the utilities will be moved during the project, the permit needs to be applied for at least 2-3 months for the Railroad to process and approve the permit prior to the project letting.
Misc. Items

1) **Retaining Wall Design.** Retaining Wall design is not included in this scope of services. The Consultant can provide these services through a Supplemental Agreement if it is determined that retaining walls are needed.

2) **Extended Preliminary Engineering Services** the Consultant may provide extended PE services through a supplement to this agreement.

3) **Construction Engineering Services.** The Consultant may provide Construction Engineering Services through a separate agreement.

4) **Right-of-Way Acquisition.** Right-of-Way Acquisition Services are included in this agreement. For example, Tract Maps needed for condemnation hearings.
## Schedule

### Project Timeline

The Consultant shall prepare a schedule for project milestone dates and the schedule will be updated quarterly or if dates change. The consultant will show old dates with the updated schedule dates. The schedule will be printed on a separate document as well as included in the agreement. The document will include the project name, the project number, project control number consultant firm name, project manager and date.

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<td>Notice-to-Proceed Supplement 8, CWO 6</td>
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<td>Submit Utilities</td>
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<tr>
<td>Start Title Research (Subconsultant)</td>
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<tr>
<td>Submit Draft NEPA – CE (Smartform 2.0)</td>
<td>June 1, 2019</td>
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<tr>
<td>Complete Title Research (Subconsultant)</td>
<td>June 6, 2019</td>
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<td>Utility Review and Comments</td>
<td>June 16, 2019</td>
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<td>Submit Functional Plans/ROW (60%)</td>
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<td>Review Comments Functional Plans/ROW (60%) – NDOT</td>
<td>June 21, 2019</td>
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<td>Review Comments Draft NEPA – CE (NDOT) Sent to Consultant</td>
<td>July 1, 2019</td>
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<td>Consultant Submits Revised NEPA – CE</td>
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<td>Submit Final NEPA – CE</td>
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<td>Start ROW Design Survey Plat Documents</td>
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<td>Submit ROW Design Survey Plat Documents</td>
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<td>Approved NEPA – CE</td>
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<td>Re-Evaluation (NDOT)</td>
<td>August 9, 2019</td>
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<td>Prepare ROW Cost Estimate (NDOT)</td>
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<td>ROW Notice-to-Proceed (approx. 9 months for ROW)</td>
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<td>Final Design Submittal (90%)</td>
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<td>Review Comments Final Design Submittal (90%) (NDOT)</td>
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<td>PS&amp;E Package Submittal and Turn-in</td>
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<td>Let Project</td>
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### Preliminary and Final Design

#### Consultant Estimate of Hours

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### Preliminary and Final Design

**Consultant Estimates of Hours**

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<td>3. Right of Way Plan Draw</td>
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<td>4. Trench Research (Hand-Made)</td>
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<td>6. ROW Observation</td>
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**Right of Way Cost Estimate (by AROI) (pages 28 - 44)**

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**Bridge Design Services (pages 41 - 46)**

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<td>3. Bridge Design Data Sheets and Bridge Tests (RO) and Location Plans (TAS) for Hydraulic Structures</td>
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<td>4. Flood Plain Survey</td>
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<td>5. Fluvial Geology</td>
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<td>6. Floodplain Maps</td>
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<td>7. Final Design</td>
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**Environmental Correlation (hydrology) - Teamwork (pages 55 - 57)**

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<td>1. Review of NEPA documents and comments</td>
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<td>5. Flood Plain</td>
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<td>6. Area of Critical High Risk area</td>
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<td>7. Flood Plain Map</td>
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<td>8. Final NEPA</td>
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**Public Involvement (pages 71 - 72)**

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**Other (pages 80 - 81)**

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### Total Hours

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<th>Task</th>
<th>Branch (pages 80 - 81)</th>
<th>22</th>
<th>12</th>
<th>34</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Hours</td>
<td>86</td>
<td>10</td>
<td>137</td>
<td>35</td>
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</tbody>
</table>

**Notes**

- For User-Defined Classifications, please indicate what the Classifications Legend located above, To enter a new classification, replace "**BO**" with an abbreviation (e.g. GE), and replace "User Defined" with the
- Consultation requirement list below.

**Examples of Hours**

<table>
<thead>
<tr>
<th>Task</th>
<th>Branch (pages 80 - 81)</th>
<th>22</th>
<th>12</th>
<th>34</th>
</tr>
</thead>
<tbody>
<tr>
<td>BO:</td>
<td>02</td>
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</table>

**EXHIBIT "B"**

Page 73 of 81
# Preliminary and Final Design Labor Rates

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Reathoe Creek Trail Supplement B - CVO B</th>
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</thead>
<tbody>
<tr>
<td>Project Number:</td>
<td>ENH-27(B1)</td>
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<tr>
<td>Control Number:</td>
<td>27407</td>
</tr>
<tr>
<td>Location (City, County):</td>
<td>City of Fremont, Dodge County, Nebraska</td>
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<tr>
<td>Consultant Project Manager:</td>
<td>Jane F. Kroger III, PE</td>
</tr>
<tr>
<td>Phone/Email:</td>
<td><a href="mailto:402-340-7585jane.kroger@bghmonline.com">402-340-7585jane.kroger@bghmonline.com</a></td>
</tr>
<tr>
<td>County Project Liaison:</td>
<td>Dave Groseken, PE</td>
</tr>
<tr>
<td>Phone/Email:</td>
<td><a href="mailto:402-721-3638dave.groseken@fremontne.gov">402-721-3638dave.groseken@fremontne.gov</a></td>
</tr>
<tr>
<td>NDOIR#:</td>
<td>Judy Biner</td>
</tr>
<tr>
<td>Phone/Email:</td>
<td><a href="mailto:402-478-4435judy.biner@nebraska.gov">402-478-4435judy.biner@nebraska.gov</a></td>
</tr>
<tr>
<td>Date:</td>
<td>4/23/2019</td>
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</table>

## Labor Costs

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<th>Blended Rate</th>
<th>Amount</th>
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<td>$49.25</td>
<td>$3,125</td>
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<td>127</td>
<td>$41.91</td>
<td>$5,353</td>
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<td>ENV</td>
<td>Environmental Scientist</td>
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<td>$54.85</td>
<td>$1,097</td>
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<tr>
<td>PI</td>
<td>Project Manager</td>
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<td>$59.11</td>
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<td>SEOG</td>
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<td>192</td>
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<td>Senior Designer/Technician</td>
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<td>$33.70</td>
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<td>ADM</td>
<td>Administrative</td>
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<td>$33.70</td>
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<td>SPC</td>
<td>Survey Party Chief</td>
<td>172</td>
<td>$61.41</td>
<td>$10,603</td>
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<tr>
<td>SUR</td>
<td>Surveyor</td>
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<td>$61.41</td>
<td>$10,603</td>
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<td>SVL</td>
<td>Survey Crew</td>
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<td>$34,792.95</td>
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**Overhead Rate:** 15.71%  
**Fixed Fee:** 12.79%

## Blended Rates Worksheet

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<th>EMPLOYEE NAME</th>
<th>CLASSIFICATION</th>
<th>SALARY RATE</th>
<th>% ASSIGNED</th>
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<tbody>
<tr>
<td>Registered Land Surveyor</td>
<td>David Fenske, RLS</td>
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<td>Project Manager</td>
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<tr>
<td>Senior Engineer</td>
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<tr>
<td>Engineer</td>
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<td>Survey Party Chief</td>
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<tr>
<td>Survey Crew</td>
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<td></td>
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</tr>
</tbody>
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## Summary

- Total of % Assigned must equal 100% for each personnel classification category. If one person in classification, let them as 100% for % Assigned.

**EXHIBIT B**  
Page 74 of 81
Preliminary and Final Design

Direct Expenses

<table>
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<tr>
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<th>Rasmieh Creek Trail Supplement B - CWO 6</th>
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<tr>
<td>Control Number:</td>
<td>22473</td>
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<td>Location (City, County):</td>
<td>City of Fremont, Dodge County, Nebraska</td>
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<tr>
<td>Firm Name:</td>
<td>HGM Associates</td>
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<tr>
<td>Consultant Project Manager:</td>
<td>John F. Krager III, PE</td>
</tr>
<tr>
<td>Phone/Email:</td>
<td>402-346-7559/jkrager@hgmontline.com</td>
</tr>
<tr>
<td>County Project Liaison:</td>
<td>Dave Goedken, PE</td>
</tr>
<tr>
<td>Phone/Email:</td>
<td>402-727-3836/dave.goedken@saline.org</td>
</tr>
<tr>
<td>NIDOR RC:</td>
<td>Judy Borel</td>
</tr>
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<td>Phone/Email:</td>
<td>402-479-4425/jborel@nebraska.gov</td>
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<table>
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<table>
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<td>Misc. Survey costs</td>
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**TOTAL DIRECT EXPENSES**

| Per Diem Rates: | http://www.dpa.gov/operations/104711 |
|                | http://www.dpa.gov/operations/104715 |

**2011 Standard Rates**

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<td>Black and White Copies</td>
<td>Actual reasonable cost</td>
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<tr>
<td>Color Copies</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Miscellaneous Postage, Mailing, Deliveries Etc.</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Equipment</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Privately Owned Vehicle</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Automobile Rental</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Air fare</td>
<td>Actual reasonable cost</td>
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<tr>
<td><strong>Breakfast</strong></td>
<td>Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above</td>
</tr>
<tr>
<td><strong>Lunch</strong></td>
<td>Black and White Copies Actual reasonable cost Actual reasonable cost Actual reasonable cost Actual reasonable cost Actual reasonable cost Actual reasonable cost Actual reasonable cost, giving the State all discounts</td>
</tr>
<tr>
<td><strong>Dinner</strong></td>
<td>Statewide Omaha/Douglas County</td>
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<tr>
<td><strong>Incidental</strong></td>
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<tr>
<td><strong>Totals</strong></td>
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* A full list of rates can be found at the following website: www.dpa.gov/berd/1m
### Preliminary and Final Design

#### Project Cost

**Project Name:** Rawhide Creek Trail Supplement 8 - CWQ 9  
**Project Number:** ENH-2781  
**Control Number:** 22472  
**Location (City, County):** City of Fremont, Dodge County, Nebraska  
**Firm Name:** HGM Associates  
**Consultant Project Manager:** John F. Krager III, PE  
**LPA Responsible Charge:** Dave Goedeken, PE  
**NDOR Project Coordinator:** Judy Borer  
**Phone/Email:** 402-348-7559/jkrager@hgmonline.com  
**Phone/Email:** 402-727-2636/dave.goedeken@fremontne.gov  
**Phone/Email:** 402-479-4435/judy.borer@nebraska.gov  
**Date:** April 23, 2019

#### Direct Labor Costs:

<table>
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<tr>
<th>Personnel Classification</th>
<th>Hours</th>
<th>Rate</th>
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<tr>
<td>Senior Engineer</td>
<td>137</td>
<td>$41.01</td>
<td>$5,619.37</td>
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<td>Senior Designer/Technician</td>
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<td><strong>TOTALS</strong></td>
<td>773</td>
<td></td>
<td>$34,762.63</td>
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#### Direct Expenses:

- **Subconsultants**  
  - Amount: $16,248.16
- **Printing and Reproduction Costs**  
- **Lodging/Travel**  
- **Other Miscellaneous Costs**

**TOTALS:** $16,248.16

#### Total Project Costs:

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<th>Description</th>
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<tbody>
<tr>
<td>Direct Labor Costs</td>
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<tr>
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<td><strong>Total Labor Costs</strong></td>
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<td><strong>Fixed Fee</strong> â€‰</td>
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<tr>
<td><strong>Facility Capital Cost of Money (FCCM)</strong></td>
<td>(direct labor cost x FCCM%)</td>
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<td><strong>Direct Expenditures</strong></td>
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</tbody>
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**PROJECT COST:** $114,871.64

---

Consultant Independent Cost Estimate  
Project Cost  
EXHIBIT "B"  
Page 76 of 81
NEPA and Geotechnical Services
Consultant's Estimate of Hours

Project Name: Rawhide Creek Trail
Project Number: Ca-98-23161
Control Number: 23472
Clients (City, County): City of Fremont, Dodge County, Nebraska
Prime/Prime Consultant: Terracon Consultants, Inc.
Resp Project Manager: David Jensen
Phone/Email: 402-396-2202 / djensen@terracon.com
Resp Geotechnical: Dave Goodson
Phone/Email: 402-727-3636 / Dave.Goodson@fremont.ne.gov
Resp Project Coordinator: Judy Borner
Phone/Email: 402-479-4435 / jborner@nebraskia.gov
Date: March 18, 2016

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<th>DH</th>
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<td>Contract Administration / Scheduling &amp; Coordination of Design Professionals</td>
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<td>6. Related Documents and Resource Reviews</td>
<td>Project Description, Design Information, Purpose &amp; Need</td>
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<td>Right-of-Way, Utility Coordination</td>
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<td>Section 4(f) (6)(A) Evaluation - Initial Assessment reviews</td>
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<tr>
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<td>DUU Letter and follow-up (both plans in one letter)</td>
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<td>Re-evaluation discussions with NODT</td>
<td>4</td>
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<td>Total Days (8 hrs)</td>
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<td>9.5</td>
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<td></td>
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</tr>
</tbody>
</table>

CLASSIFICATIONS: PM = Project Manager, SENV = Senior Engineer, SENG = Senior Environmental Scientist, SD = Senior Designer, DEER = Design Engineer, AGM = Administrative, PR = Principal, DR = Drafter, DH = Draft Helper

** For User-Defined Classifications, you will need to enter the Classifications Legend located above. To enter a new classification, replace "UY" with its abbreviation (ex. GPR) and replace "User Defined" with the corresponding title (ex. Junior Artist). Once the user definitions are added, they will self-populate the Consultant Independent Cost Estimate of Hours table as well as the remaining sheets.

EXHIBIT "B" Page 77 of 81
### NEPA Categorical Exclusion and Preliminary Engineering Labor Rates

**Project Name:** Rawhide Creek Trail  
**Project Number:** ENH-2781  
**Contract Number:** 24273  
**Location (City, County):** City of Fremont, Dodge County, Nebraska  
**Firm Name:** Terracoon Consultants, Inc.  
**Consultant Project Manager:** David Jordan  
**Phone/Email:** 402-330-2202 / djordan@terraceon.com  
**LPA Responsible Charge:** Dave Goecken   
**Phone/Email:** 402-727-2638 / Dave.Goecken@iomntne.gov  
**MDOR Project Coordination:** Judy Storer  
**Phone/Email:** 402-479-4435 / judy.storer@mrdotne.gov  
**Date:** March 15, 2019

#### Labor Cost

<table>
<thead>
<tr>
<th>Code Classification Title</th>
<th>Hours</th>
<th>Blended Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PM Project Manager</td>
<td>65</td>
<td>$43.26</td>
<td>$2,866.90</td>
</tr>
<tr>
<td>SENV Senior Environmental Scientist</td>
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</tr>
<tr>
<td>ENV Environmental Scientist</td>
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<td>$77.45</td>
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</tr>
<tr>
<td>SEN Senior Engineer</td>
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<td>$49.04</td>
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</tr>
<tr>
<td>ENG Engineer</td>
<td></td>
<td>$35.06</td>
<td></td>
</tr>
<tr>
<td>DES Designer/Technician</td>
<td></td>
<td>$55.00</td>
<td></td>
</tr>
<tr>
<td>ADM Administrative</td>
<td>10</td>
<td>$56.33</td>
<td>$563.30</td>
</tr>
<tr>
<td>DR Drier</td>
<td></td>
<td>$34.53</td>
<td></td>
</tr>
<tr>
<td>DH Drill Helper</td>
<td></td>
<td>$17.33</td>
<td></td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>76</td>
<td></td>
<td>$2,129.34</td>
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</tbody>
</table>

**Overhead Rate:** 163.80%  
**Fixed Fees:** 15.00%

#### CLASSIFICATIONS

<table>
<thead>
<tr>
<th>PM</th>
<th>SENV</th>
<th>ENV</th>
<th>SEN</th>
<th>ENG</th>
<th>DES</th>
<th>ADM</th>
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<td>=</td>
<td>=</td>
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**STAFFING PLAN**

<table>
<thead>
<tr>
<th>EMPLOYEE NAME</th>
<th>CLASSIFICATION¹</th>
<th>SALARY RATE</th>
<th>% ASSIGNED²</th>
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<tbody>
<tr>
<td>Project Manager</td>
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<td>blend</td>
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<tr>
<td>Senior Environmental Scientist</td>
<td>Senior Environmental Scientist</td>
<td>SENV</td>
<td>blend</td>
</tr>
<tr>
<td>Environmental Scientist</td>
<td>Environmental Scientist</td>
<td>ENV</td>
<td>blend</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>Senior Engineer</td>
<td>SENG</td>
<td>blend</td>
</tr>
<tr>
<td>Engineer</td>
<td>Engineer</td>
<td>ENG</td>
<td>blend</td>
</tr>
<tr>
<td>Senior Designer/Technician</td>
<td>Senior Designer / Technician</td>
<td>SDEN</td>
<td>blend</td>
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<tr>
<td>Designer/Technician</td>
<td>Designer / technician</td>
<td>DES</td>
<td>blend</td>
</tr>
<tr>
<td>Administrative</td>
<td>Administrative</td>
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<td>blend</td>
</tr>
<tr>
<td>Drier</td>
<td>Drier</td>
<td>DR</td>
<td>blend</td>
</tr>
<tr>
<td>Drill Helper</td>
<td>Drill Helper</td>
<td>DH</td>
<td>blend</td>
</tr>
</tbody>
</table>

1 Input actual employee classification as designated by firm  
² Total of % Assigned must equal 100% for each personnel classification category. If one person in classification, list them as 100% for % Assigned.

#### Labor Rates

**Consultant Independent Cost Estimate**

EXHIBIT "B"  
Page 78 of 81
NEPA Categorical Exclusion and Preliminary Engineering Direct Expenses

Project Name: Rawhide Creek Trail  
Project Number: ENH-27181  
Control Number: 23472  
Location (City, County): City of Fremont, Dodge County, Nebraska  
Firm Name: Terracon Consultants, Inc.  
Consultant Project Manager: David Jordan  
Phone/Email: 402-330-2202 / djordan@terracon.com  
LPA Responsible Charge: Dave Goedeken  
Phone/Email: 402-727-2836 / Dave.Goedeken@fremont.ne.gov  
NDOR Project Coordinator: Judy Boren  
Phone/Email: 402-473-4425 / judy.boren@nebraska.gov  
Date: March 15, 2018

<table>
<thead>
<tr>
<th>Subconsultants:</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Amount</th>
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<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Printing and Reproduction:</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Amount</th>
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<tbody>
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<tr>
<td><strong>Subtotal</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Mileage/Travel:</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Mileage from site</td>
<td>60</td>
<td>$0.58</td>
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<td><strong>Subtotal</strong></td>
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<td>$34.80</td>
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</table>

<table>
<thead>
<tr>
<th>Lodging/Meals:</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
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<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Miscellaneous Costs:</th>
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<tr>
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</tr>
<tr>
<td><strong>Subtotal</strong></td>
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**TOTAL DIRECT EXPENSES**  
$34.80

2011 Standard Rates*

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<tr>
<th>Type</th>
<th>Rate Description</th>
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<tbody>
<tr>
<td>Company Automobile</td>
<td>Prevailing standard rate as established by the IRS, currently $0.51 / mi</td>
</tr>
<tr>
<td>Survey Vehicle</td>
<td>Prevailing standard rate as established by the IRS, currently $0.535 / mi</td>
</tr>
<tr>
<td>Black and White Copies</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Color Copies</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Miscellaneous Postage, Mailing, Deliveries Etc.</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Equipment</td>
<td>Actual reasonable cost</td>
</tr>
<tr>
<td>Privately Owned Vehicle</td>
<td>Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above</td>
</tr>
<tr>
<td>Automobile Rental</td>
<td>Actual reasonable cost, giving the State all discounts</td>
</tr>
<tr>
<td>Air fare</td>
<td>Actual cost, (excluding taxes &amp; fees), not to exceed federal GSA reimbursement guidelines, not to exceed $77 per person daily statewide, not to exceed $104 in Omaha/Douglas County.</td>
</tr>
<tr>
<td>Lodging</td>
<td>Actual cost, not to exceed federal GSA reimbursement guidelines, currently</td>
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<table>
<thead>
<tr>
<th>Meals</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Statewide</td>
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<tr>
<td>Omaha/Douglas County</td>
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<tr>
<td>Breakfast</td>
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<tr>
<td>Lunch</td>
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<tr>
<td>Dinner</td>
<td>$22.00</td>
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<tr>
<td>Incidental</td>
<td>$5.00</td>
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<tr>
<td>Totals</td>
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* A full list of rates can be found at the following website: www.gsa.gov/jordem

Consultant Independent Cost Estimate  
Direct Expenses

EXHIBIT "B"  
Page 70 of 81
### NEPA Categorical Exclusion and Preliminary Engineering Cost by Task

**Project Name:** Rawhide Creek Trail  
**Project Number:** ENH-27(B)  
**Control Number:** 22472  
**Location (City, County):** City of Fremont, Dodge County, Nebraska  
**Firm Name:** Terracon Consultants, Inc.  
**Consultant Project Manager:** David Jordan  
**Phone/Email:** 402-332-2202 / djcjordan@terracon.com  
**LPA Responsible Charge:** Dave Goederer  
**Phone/Email:** 402-737-2636 / Dave.Goederer@fremontne.gov  
**NDOR Project Coordinator:** Judy Boron  
**Phone/Email:** 402-479-4435 / judy.boron@nebraska.gov  
**Date:** March 18, 2019

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Total Hours</th>
<th>Direct Labor Cost</th>
<th>Overhead 183.80%</th>
<th>Fixed Fee 15.00%</th>
<th>Total Project Cost</th>
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</thead>
<tbody>
<tr>
<td>1. Project Management and QC</td>
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<td>$695.86</td>
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<td>2. Public Involvement</td>
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<tr>
<td>3. Preliminary Survey</td>
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<tr>
<td>4. Preliminary Trail Design Engineering</td>
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<tr>
<td>5. 90% Trail Design Engineering</td>
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<tr>
<td>6. Final and PS&amp;E Trail Design Engineering</td>
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<tr>
<td>7. Geotechnical Analysis</td>
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**Direct Expenses**  
**TOTAL**

<table>
<thead>
<tr>
<th>Total Hours</th>
<th>Direct Labor Cost</th>
<th>Overhead 183.80%</th>
<th>Fixed Fee 15.00%</th>
<th>Total Project Cost</th>
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<tbody>
<tr>
<td>76</td>
<td>$3,073.05</td>
<td>$6,648.27</td>
<td>$1,208.30</td>
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Consultant Independent Cost Estimate  
Cost by Task
### NEPA Categorical Exclusion and Preliminary Engineering Project Cost

**Project Name:** Rawhide Creek Trail  
**ENH-27(61)**  
**Control Number:** 22472  
**Location (City, County):** City of Firemont, Dodge County, Nebraska  
**Firm Name:** Terracon Consultants, Inc.  
**Consultant Project Manager:** David Jordan  
**LPA Responsible Charge:** Dave Goedeke  
**NDOT Project Coordinator:** Judy Borer  
**Date:** March 15, 2019

<table>
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<tr>
<th>Personnel Classification</th>
<th>Hours</th>
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<td>56</td>
<td>38.88</td>
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<td>Senior Environmental Scientist</td>
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<tr>
<td>Environmental Scientist</td>
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<td>57.45</td>
<td></td>
</tr>
<tr>
<td>Senior Engineer</td>
<td></td>
<td>49.04</td>
<td></td>
</tr>
<tr>
<td>Engineer</td>
<td></td>
<td>35.06</td>
<td></td>
</tr>
<tr>
<td>Senior Designer/Technician</td>
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<td>22.80</td>
<td></td>
</tr>
<tr>
<td>Designer/Technician</td>
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<td>22.25</td>
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<tr>
<td>Administrative</td>
<td>12</td>
<td>55.33</td>
<td>663.96</td>
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<td>Principal</td>
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<td>54.83</td>
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</tr>
<tr>
<td>Draft</td>
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<td>17.33</td>
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<tr>
<td><strong>TOTALS</strong></td>
<td>78</td>
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<td>3,129.38</td>
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<table>
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<tr>
<th>Direct Expenses:</th>
<th>Amount</th>
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<tr>
<td>Subconsultants</td>
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<tr>
<td>Printing and Reproduction Costs</td>
<td>34.80</td>
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<tr>
<td>Meals/Travel</td>
<td></td>
</tr>
<tr>
<td>Lodging Meals</td>
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</tr>
<tr>
<td>Other Miscellaneous Costs</td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>34.80</td>
</tr>
</tbody>
</table>

**Total Project Costs:**  
Amount: 3,129.38  
Amount: 6,881.18  
Amount: 1,332.18  
Amount: 34.80  
**PROJECT COST:**  
Amount: 10,248.18
RESOLUTION
PRELIMINARY ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 8 – BO1213

CITY OF FREMONT

Resolution No. ____________

Whereas: City of Fremont and HGM Associates, Inc., have previously executed a Preliminary Engineering Services Agreement (BO1213) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Fremont understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of Fremont and HGM Associates, Inc. wish to enter into a preliminary engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

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

Scott Getzschman, Mayor of City of Fremont is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 8 between the City of Fremont and HGM Associates, Inc.

NDOR Project Number: ENH-27(61)
NDOR Control Number: 22472
NDOR Project Description: Rawhide Creek Trail

Adopted this ______ day of ____________, 2019 at _____________________ Nebraska.

The City Council of City of Fremont, Nebraska:

__________________________________
__________________________________
__________________________________

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

Attest:

__________________________________

Signature City Clerk

EXHIBIT "A"
A Resolution of the City Council of the City of Fremont, Nebraska, to authorize execution of Preliminary Engineering Services Agreement Supplemental Agreement No. 8 – BO1213, for Rawhide Creek Trail Fremont.

WHEREAS: The City of Fremont and HGM Associates, Inc. have previously executed a Preliminary Engineering Services Agreement (BO1213) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and,

WHEREAS: The City of Fremont understands that it must continue to strictly follow all Federal, State, and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and,

WHEREAS: The City of Fremont and HGM Associates, Inc. wish to enter into a preliminary engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

BE IT RESOLVED: by the City Council of Fremont that:

Scott Getzschman, Mayor of the City of Fremont, Nebraska is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 8 between the City of Fremont and HGM Associates, Inc.

NDOR Project Number ENH-27(61)

NDOR Control Number 22472

NDOR Project Description: Rawhide Creek Trail Fremont

PASSED AND APPROVED THIS 29th DAY OF October, 2019.

_____________________________
Scott Getzschman, Mayor

ATTEST:

___________________________
Tyler Ficken, City Clerk
Recommendation: 1) Move to introduce Ordinance 5511, 2) Hold first reading, 3) Move to suspend the rules and place on final reading, 4) Hold final reading, and 5) Vote on Ordinance 5511.

BACKGROUND: On October 8th, 2019 the City Council Approved Ordinance 5504 setting electrical rates. There were errors in the 2019 portion of Sections VI and VII. Ordinance 5511 corrects those errors. Refer to marked-up version of the attached Ordinance 5511.

FISCAL IMPACT: None. The fiscal analysis was completed using the correct rates.
AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ESTABLISHING RATE SCHEDULES FOR ELECTRICITY CONSUMED BY CUSTOMERS OF THE MUNICIPAL ELECTRIC SYSTEM; DEFINING TERMS; REPEALING ORDINANCE NO. 53495422 AND ALL OTHER ORDINANCES OR PART OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THE RATE SCHEDULES ARE EFFECTIVE; AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION I. RATE SCHEDULE - RESIDENCE SERVICE. The monthly rates shall be applicable to single family residences within the corporate limits of the City for household purposes only, such service to be limited to single-phase electric service only. Separate family units in new multi-family dwellings shall be separately metered.

Rates effective for all billings after November 1, 2017:

<table>
<thead>
<tr>
<th>Winter Rate (October- May):</th>
<th>Summer Rate (June- September):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge: $4517.00 per month</td>
<td>Customer Charge: $4517.00 per month</td>
</tr>
<tr>
<td>Energy Charge: All kWh $0.068607500 per kWh</td>
<td>Energy Charge: All kWh $0.11401180 per kWh</td>
</tr>
</tbody>
</table>

Rates effective for all billings after November 1, 2018:

<table>
<thead>
<tr>
<th>Winter Rate (October- May):</th>
<th>Summer Rate (June- September):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge: $4618.00 per month</td>
<td>Customer Charge: $4618.00 per month</td>
</tr>
<tr>
<td>Energy Charge: First 700 kWh $0.07740800 per kWh</td>
<td>Energy Charge: All kWh $0.11851190 per kWh</td>
</tr>
<tr>
<td>Over 700 kWh $0.069700765 per kWh</td>
<td></td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge.

Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $10.00) will be added to any bill not paid by the due date.

SECTION II. RATE SCHEDULE - SUBURBAN SERVICE. The monthly rates for suburban service shall be applicable to single family residences outside the corporate limits of the City for household and farming purposes only, such service to be limited to single-phase electric service only with no motors larger than 10 horsepower. Separate family units in new multi-family dwellings shall be separately metered.

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<tr>
<td>Customer Charge: $4719.50 per month</td>
<td>Customer Charge: $4719.50 per month</td>
</tr>
<tr>
<td>Energy Charge: First 700 kWh $0.07740800 per kWh</td>
<td>Energy Charge: All kWh $0.11841250 per kWh</td>
</tr>
<tr>
<td>Over 700 kWh $0.06970765 per kWh</td>
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<tr>
<th>Winter Rate (October- May):</th>
<th>Summer Rate (June- September):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge: $4820.50 per month</td>
<td>Customer Charge: $4820.50 per month</td>
</tr>
<tr>
<td>Energy Charge: First 700 kWh $0.08050802 per kWh</td>
<td>Energy Charge: All kWh $0.12291270 per kWh</td>
</tr>
</tbody>
</table>
Minimum Bill: The minimum monthly bill shall be the customer charge.

Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $10.00) will be added to any bill not paid by the due date.

SECTION III. RATE SCHEDULE - COMMERCIAL SERVICE. The monthly rates for commercial service shall be applicable to single-phase electric service only, with no motors larger than 10 horsepower and no electric appliances larger than 12 kVA, or three-phase service with a monthly demand of 20 kW or less. The demand limitation is not applicable where the three-phase service is for outdoor recreational lighting.

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<tr>
<th>Winter Rate (October-May):</th>
<th>Summer Rate (June-September):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge Single-Phase: $2933.00 per month</td>
<td>Customer Charge Single-Phase: $2933.00 per month</td>
</tr>
<tr>
<td>Customer Charge Three-Phase: $8090.00 per month</td>
<td>Customer Charge Three-Phase: $8090.00 per month</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>Energy Charge:</td>
</tr>
<tr>
<td>First 900 kWh $0.09470980 per kWh</td>
<td>First 900 kWh $0.12481300 per kWh</td>
</tr>
<tr>
<td>Over 900 kWh $0.07260790 per kWh</td>
<td>Over 900 kWh $0.12051260 per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge for single-phase or for three-phase.

Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $40.00) will be added to any bill not paid by the due date.

SECTION IV. RATE SCHEDULE - GENERAL POWER SERVICE. The monthly rates for general power service shall be applicable to single-phase electric service supplied for motors larger than 10 horsepower and electric appliances larger than 12 kVA and to three-phase electric service.

Rates effective for all billings after November 1, 2018:

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<tr>
<th>Winter Rate (October-May):</th>
<th>Summer Rate (June-September):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge: $62.5075.00 per month</td>
<td>Customer Charge: $62.5075.00 per month</td>
</tr>
<tr>
<td>Demand Charge: $40.3411.50 per kW</td>
<td>Demand Charge: $46.1917.00 per kW</td>
</tr>
<tr>
<td>Energy Charge: $0.04560480 per kWh</td>
<td>Energy Charge: $0.06360670 per kWh</td>
</tr>
</tbody>
</table>
Rates effective for all billings after November 1, 20182020:

<table>
<thead>
<tr>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge: $67.5079.00 per month</td>
<td>Customer Charge: $67.5079.00 per month</td>
</tr>
<tr>
<td>Demand Charge: $40.7212.00 per kW</td>
<td>Demand Charge: $46.7417.50 per kW</td>
</tr>
<tr>
<td>Energy Charge: $0.04740493 per kWh</td>
<td>Energy Charge: $0.06620680 per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge.

Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $40.00) will be added to any bill not paid by the due date.

Primary Metering/Customer-Owned Transformer Discount: A one (1) percent discount on energy and demand charges shall be applicable to customers that meet any or all of the following criteria, not to exceed a total discount of one (1) percent:

a. Electric service is delivered at City's standard primary voltage and City does not provide a transformation voltage to solely serve the customer; and/or

b. Electricity is supplied at 13,800 volts or greater and is metered at the voltage of City's line or lines entering the customer's premises and where the customer furnishes, installs, and maintains any and all transformers and other facilities, necessary to reduce the primary voltage of each such line to the customer's utilization voltage.

Billing kW Demand: The billing demand in any month shall be that demand in kilowatts necessary to supply the average kilowatt-hours in 15 consecutive minutes of greatest consumption of electricity during the month. Demand shall be determined from readings of permanently installed meters or, at the option of the City, by any standard methods or meters.

SECTION V. RATE SCHEDULE - LARGE POWER SERVICE. The monthly rates for large power service shall be applicable to electric service supplied for loads with a monthly demand greater than 300 kW.

Rates effective for all billings after November 1, 20172019:

<table>
<thead>
<tr>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge: $175.05 per month</td>
<td>Customer Charge: $175.05 per month</td>
</tr>
<tr>
<td>Demand Charge: $8.509.25 per kW</td>
<td>Demand Charge: $14.3715.25 per kW</td>
</tr>
<tr>
<td>Energy Charge: $0.04690498 per kWh</td>
<td>Energy Charge: $0.05240570 per kWh</td>
</tr>
</tbody>
</table>

Rates effective for all billings after November 1, 20182020:

<table>
<thead>
<tr>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge: $185.00 per month</td>
<td>Customer Charge: $185.00 per month</td>
</tr>
<tr>
<td>Demand Charge: $8.849.75 per kW</td>
<td>Demand Charge: $14.9516.00 per kW</td>
</tr>
<tr>
<td>Energy Charge: $0.04880508 per kWh</td>
<td>Energy Charge: $0.05450580 per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge.

Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $80.00) will be added to any bill not paid by the due date.
Primary Metering/Customer-Owned Transformer Discount: A one (1) percent discount on energy and demand charges shall be applied to customers that meet any or all of the following criteria, not to exceed a total discount of one (1) percent:

a. Electric service is delivered at City's standard primary voltage and City does not provide a transformer to serve the customer; and/or

b. Electricity is supplied at 13,800 volts or greater and is metered at the voltage of City's line or lines entering the customer's premises and where the customer furnishes, installs, and maintains any and all transformers and other facilities, necessary to reduce the primary voltage of each such line to the customer's utilization voltage.

Power Factor: See Section VIII-IX below.

Billing kW Demand: The billing demand in any month shall be that demand in kilowatts necessary to supply the average kilowatt-hours in 15 consecutive minutes of greatest consumption of electricity during the month. Demand shall be determined from readings of permanently installed meters or, at the option of the City, by any standard methods or meters.

SECTION VI. RATE SCHEDULE - SEASONAL POWER SERVICE. The net monthly rates for seasonal power service shall be applicable to electric service supplied for seasonal requirements and shall be applied at the sole discretion of the City. Service under this rate is nine (9) months. If service is greater than nine (9) months, the service will be switched to either the Commercial or General Power rate.

Rates effective for all billings after November 1, 2017-2019:

<table>
<thead>
<tr>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge: $72.90 per month</td>
<td>Customer Charge: $72.90 per month</td>
</tr>
<tr>
<td>Demand Charge: $10.89 per kW</td>
<td>Demand Charge: $15.39 per kW</td>
</tr>
<tr>
<td>Energy Charge: $0.0486 per kWh</td>
<td>Energy Charge: $0.0616 per kWh</td>
</tr>
</tbody>
</table>

Rates effective for all billings after November 1, 2018-2020:

<table>
<thead>
<tr>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge: $82.90 per month</td>
<td>Customer Charge: $82.90 per month</td>
</tr>
<tr>
<td>Demand Charge: $11.32 per kW</td>
<td>Demand Charge: $16.01 per kW</td>
</tr>
<tr>
<td>Energy Charge: $0.0505 per kWh</td>
<td>Energy Charge: $0.0640 per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge. The customer will be billed the customer charge monthly as long as there is consumption on the meter.

Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $40.00) will be added to any bill not paid by the due date.

Billing kW Demand: The billing demand in any month shall be that demand in kilowatts necessary to supply the average kilowatt-hours in 15 consecutive minutes of greatest consumption of electricity during the month. Demand shall be determined from readings of permanently installed meters or, at the option of the City, by any standard methods or meters.

SECTION VII. RATE SCHEDULE - LARGE POWER CONTRACT SERVICE. The monthly rates for large power contract service shall be applicable to electric service provided under a standard form agreement where the customer agrees to a minimum billing demand of at least 10,000 kW for a period of no less than five (5) years.

Rates effective for all billings after November 1, 2017-2019:
Winter Rate (October-May):
Customer Charge: $353.95 per month
Demand Charge: $7.75 per kW
Energy Charge: $0.0416 per kWh

Summer Rate (June-September):
Customer Charge: $353.95 per month
Demand Charge: $13.54 per kW
Energy Charge: $0.0472 per kWh

Rates effective for all billings after November 1, 2018:

Winter Rate (October-May):
Customer Charge: $363.95 per month
Demand Charge: $8.06 per kW
Energy Charge: $0.0433 per kWh

Summer Rate (June-September):
Customer Charge: $363.95 per month
Demand Charge: $14.08 per kW
Energy Charge: $0.0491 per kWh

Minimum Bill: The minimum monthly bill shall be the customer charge. The customer will be billed the customer charge monthly as long as there is consumption on the meter.

Late Payment: A late payment fee of five (10) percent of the total monthly bill (maximum of $80.00) will be added to any bill not paid by the due date.

Primary Metering/Customer-Owned Transformer Discount: A one (1) percent discount on energy and demand charges shall be applied to customers that meet any or all of the following criteria, not to exceed a total discount of one (1) percent:

a. Electric service is delivered at City's standard primary voltage and City does not provide a transformer to serve the customer; and/or

b. Electricity is supplied at 13,800 volts or greater and is metered at the voltage of City's line or lines entering the customer's premises and where the customer furnishes, installs, and maintains any and all transformers and other facilities, necessary to reduce the primary voltage of each such line to the customer's utilization voltage.

High Tension Service: In addition to the primary metering/customer-owned transformer discount, a three (3) percent discount shall be applied to any customer that takes service directly from a 69,000 volt transmission line or substation without using the City's 13,800 volt and below facilities. A customer that is served in close proximity to a City-owned 69,000 volt substation and is served from a dedicated 13,800 volt or less line located on the customer's property would also qualify for this discount.

Power Factor: See Section VIII-IX below.

Billing kW Demand: The billing demand in any month shall be that demand in kilowatts necessary to supply the average kilowatt-hours in 15 consecutive minutes of greatest consumption of electricity during the month. Demand shall be determined from readings of permanently installed meters or, at the option of the City, by any standard methods or meters.

SECTION VIII. RATE SCHEDULE – ECONOMIC DEVELOPMENT SERVICE. The monthly rates for economic development service shall be applicable to any customer that meets ALL of the following conditions:

a. Provides new or additional load of 5,000 kW or greater on a monthly basis.
b. Agrees to pay for energy based on a load factor of 90% or greater, calculated by dividing the monthly energy usage by the product of the monthly peak demand and the number of hours in the monthly billing period.
c. The customer has entered into a written service agreement with City for electrical service and met all requirements of that agreement.
d. The customer has entered into an agreement with either the State of Nebraska or other political subdivision to provide an economic development project under state or local law.
This rate shall only be available for a period of five (5) years from the start date of service.

Rates effective for all billings after November 1, 2019:

<table>
<thead>
<tr>
<th>Monthly Rate:</th>
<th>Per Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge:</td>
<td>Per Agreement</td>
</tr>
<tr>
<td>Demand Charge:</td>
<td>Per Agreement</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>Per Agreement</td>
</tr>
</tbody>
</table>

Billing Demand: Billing demand shall be based on lesser of the following:

- Highest 15-minute integrated demand during the month; or
- 5,000 kW

Billing Energy: Billed energy shall be the greater of the following:

- Measured energy for the month; or
- The billing demand in the current billing period, multiplied by the number of hours in the billing period, multiplied by 90 percent.

Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $80.00) will be added to any bill not paid by the due date.

Failure to Comply with Requirement of Economic Development Agreement: If the Customer fails to comply with the terms and conditions of the Economic Development Agreement, including minimum load and monthly load factor provisions, service under this rate schedule will be suspended and customer will revert to the Large Power Service rate schedule. The customer will remain on the Large Power Service rate until such time as customer is in compliance with all terms and conditions of the Economic Development Agreement.

SECTION VIII. POWER FACTOR. The customer is responsible for maintaining a minimum power factor of 90 percent. The power factor is determined at the high kW load. If the customer's power factor drops below 90 percent, the following adjustment will be made to each monthly bill: Three (3) percent penalty on energy and demand charge when power factor is not maintained higher than 90 percent, but is maintained higher than 80 percent, and four (4) percent penalty on energy and demand charge when power factor is not maintained higher than 80 percent. There is no charge or credit for power factor greater than 90 percent and less than 94 percent. There is a two (2) percent credit on energy and demand charge when power factor is maintained at 94 percent or greater.

SECTION IX. FUEL ADJUSTMENT CHARGE. All retail electric sales are subject to a “Fuel Adjustment Charge.” The cost of fuel for generation and purchase power costs shall be calculated on a monthly basis to determine if the cost is above or below the Base Fuel Cost. For any period in which the cost of fuel is greater or less than the Base Fuel Cost, the energy charge shall be increased or decreased by an adjustment amount per kilowatt-hour of sales equal to the difference between the actual fuel cost incurred per kilowatt-hour and the Base Fuel Cost. The Base Fuel Cost is 0.02236 cents per kilowatt-hour.

SECTION XI. BILLING ERRORS. Notice of any billing error must be presented in writing to the Department of Utilities within six (6) months of the error date in order for a correction to be made. Billing errors may be corrected retroactively for up to one (1) year from the date of the correction.

SECTION XII. REPEAL OF CONFLICTING ORDINANCES. That Ordinance No. 53495422 and any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION XIII. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on
October _____, 2017, 2019 and distributed as a City Ordinance.

PASSED AND APPROVED THIS _____ DAY OF ________________, 20172019.

Mayor

Larry Johnson, Council President
Scott Getzschman

ATTEST:

Kimberly Volk, MMCTyler Ficken, City Clerk
ORDINANCE NO. 5511

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ESTABLISHING RATE SCHEDULES FOR ELECTRICITY CONSUMED BY CUSTOMERS OF THE MUNICIPAL ELECTRIC SYSTEM; DEFINING TERMS; REPEALING ORDINANCE NO. 5504 AND ALL OTHER ORDINANCES OR PART OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THE RATE SCHEDULES ARE EFFECTIVE; AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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<td>Customer Charge:</td>
</tr>
<tr>
<td>$17.00 per month</td>
<td>$17.00 per month</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>Energy Charge:</td>
</tr>
<tr>
<td>All kWh</td>
<td>All kWh</td>
</tr>
<tr>
<td>$0.07500 per kWh</td>
<td>$0.1180 per kWh</td>
</tr>
</tbody>
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Rates effective for all billings after November 1, 2020:

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<tr>
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<tbody>
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<td>Customer Charge:</td>
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</tr>
<tr>
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<tr>
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</tr>
<tr>
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Minimum Bill: The minimum monthly bill shall be the customer charge.

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<tr>
<td>Customer Charge:</td>
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<tr>
<td>$19.50 per month</td>
<td>$19.50 per month</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>Energy Charge:</td>
</tr>
<tr>
<td>First 700 kWh</td>
<td>All kWh</td>
</tr>
<tr>
<td>$0.0800 per kWh</td>
<td>$0.1250 per kWh</td>
</tr>
<tr>
<td>Over 700 kWh</td>
<td></td>
</tr>
<tr>
<td>$0.0765 per kWh</td>
<td></td>
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<tbody>
<tr>
<td>Customer Charge:</td>
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</tr>
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<td>$20.50 per month</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>Energy Charge:</td>
</tr>
<tr>
<td>All kWh</td>
<td>All kWh</td>
</tr>
<tr>
<td>$0.0802 per kWh</td>
<td>$0.1270 per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge.
Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $10.00) will be added to any bill not paid by the due date.

**SECTION III. RATE SCHEDULE - COMMERCIAL SERVICE.** The monthly rates for commercial service shall be applicable to single-phase electric service only, with no motors larger than 10 horsepower and no electric appliances larger than 12 kVA, or three-phase service with a monthly demand of 20 kW or less. The demand limitation is not applicable where the three-phase service is for outdoor recreational lighting.

**Rates effective for all billings after November 1, 2019:**

<table>
<thead>
<tr>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
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</thead>
<tbody>
<tr>
<td>Customer Charge Single-Phase: $33.00 per month</td>
<td>Customer Charge Single-Phase: $33.00 per month</td>
</tr>
<tr>
<td>Customer Charge Three-Phase: $90.00 per month</td>
<td>Customer Charge Three-Phase: $90.00 per month</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td></td>
</tr>
<tr>
<td>First 900 kWh $0.0980 per kWh</td>
<td>First 900 kWh $0.1300 per kWh</td>
</tr>
<tr>
<td>Over 900 kWh $0.0790 per kWh</td>
<td>Over 900 kWh $0.1260 per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge for single-phase or for three-phase.

Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $40.00) will be added to any bill not paid by the due date.

**SECTION IV. RATE SCHEDULE - GENERAL POWER SERVICE.** The monthly rates for general power service shall be applicable to single-phase electric service supplied for motors larger than 10 horsepower and electric appliances larger than 12 kVA and to three-phase electric service.

**Rates effective for all billings after November 1, 2019:**

<table>
<thead>
<tr>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge: $75.00 per month</td>
<td>Customer Charge: $75.00 per month</td>
</tr>
<tr>
<td>Demand Charge: $11.50 per kW</td>
<td>Demand Charge: $17.00 per kW</td>
</tr>
<tr>
<td>Energy Charge: $0.0480 per kWh</td>
<td>Energy Charge: $0.0670 per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge.

Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $40.00) will be added to any bill not paid by the due date.

**Primary Metering/Customer-Owned Transformer Discount:** A one (1) percent discount on energy and demand charges shall be applicable to customers that meet any or all of the following criteria, not to exceed a total discount
of one (1) percent:

   a. Electric service is delivered at City's standard primary voltage and City does not provide a transformation voltage to solely serve the customer; and/or

   b. Electricity is supplied at 13,800 volts or greater and is metered at the voltage of City's line or lines entering the customer's premises and where the customer furnishes, installs, and maintains any and all transformers and other facilities, necessary to reduce the primary voltage of each such line to the customer's utilization voltage.

Billing kW Demand: The billing demand in any month shall be that demand in kilowatts necessary to supply the average kilowatt-hours in 15 consecutive minutes of greatest consumption of electricity during the month. Demand shall be determined from readings of permanently installed meters or, at the option of the City, by any standard methods or meters.

SECTION V. RATE SCHEDULE - LARGE POWER SERVICE. The monthly rates for large power service shall be applicable to electric service supplied for loads with a monthly demand greater than 300 kW.

Rates effective for all billings after November 1, 2019:

<table>
<thead>
<tr>
<th></th>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge</td>
<td>$185.00 per month</td>
<td>$185.00 per month</td>
</tr>
<tr>
<td>Demand Charge</td>
<td>$9.25 per kW</td>
<td>$15.25 per kW</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>$0.0498 per kWh</td>
<td>$0.0570 per kWh</td>
</tr>
</tbody>
</table>

Rates effective for all billings after November 1, 2020:

<table>
<thead>
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<th></th>
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<th>Summer Rate (June-September)</th>
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</thead>
<tbody>
<tr>
<td>Customer Charge</td>
<td>$185.00 per month</td>
<td>$185.00 per month</td>
</tr>
<tr>
<td>Demand Charge</td>
<td>$9.75 per kW</td>
<td>$16.00 per kW</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>$0.0508 per kWh</td>
<td>$0.0580 per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge.

Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $80.00) will be added to any bill not paid by the due date.

Primary Metering/Customer-Owned Transformer Discount: A one (1) percent discount on energy and demand charges shall be applied to customers that meet any or all of the following criteria, not to exceed a total discount of one (1) percent:

   a. Electric service is delivered at City's standard primary voltage and City does not provide a transformer to serve the customer; and/or

   b. Electricity is supplied at 13,800 volts or greater and is metered at the voltage of City's line or lines entering the customer's premises and where the customer furnishes, installs, and maintains any and all transformers and other facilities, necessary to reduce the primary voltage of each such line to the customer's utilization voltage.

Power Factor: See Section IX below.

Billing kW Demand: The billing demand in any month shall be that demand in kilowatts necessary to supply the average kilowatt-hours in 15 consecutive minutes of greatest consumption of electricity during the month. Demand shall be determined from readings of permanently installed meters or, at the option of the City, by any standard methods or meters.
SECTION VI. RATE SCHEDULE - SEASONAL POWER SERVICE. The net monthly rates for seasonal power service shall be applicable to electric service supplied for seasonal requirements and shall be applied at the sole discretion of the City. Service under this rate is nine (9) months. If service is greater than nine (9) months, the service will be switched to either the Commercial or General Power rate.

Rates effective for all billings after November 15, 2019:

<table>
<thead>
<tr>
<th></th>
<th>Winter Rate (October-May)</th>
<th>Summer Rate (June-September)</th>
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<tbody>
<tr>
<td>Customer Charge</td>
<td>$82.90 per month</td>
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<tr>
<td>Demand Charge</td>
<td>$11.32 per kW</td>
<td>$16.01 per kW</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>$0.0505 per kWh</td>
<td>$0.0640 per kWh</td>
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</tr>
<tr>
<td>Demand Charge</td>
<td>$8.06 per kW</td>
<td>$14.08 per kW</td>
</tr>
<tr>
<td>Energy Charge</td>
<td>$0.0433 per kWh</td>
<td>$0.0491 per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge. The customer will be billed the customer charge monthly as long as there is consumption on the meter.

Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $40.00) will be added to any bill not paid by the due date.

Billing kW Demand: The billing demand in any month shall be that demand in kilowatts necessary to supply the average kilowatt-hours in 15 consecutive minutes of greatest consumption of electricity during the month. Demand shall be determined from readings of permanently installed meters or, at the option of the City, by any standard methods or meters.

SECTION VII. RATE SCHEDULE - LARGE POWER CONTRACT SERVICE. The monthly rates for large power contract service shall be applicable to electric service provided under a standard form agreement where the customer agrees to a minimum billing demand of at least 10,000 kW for a period of no less than five (5) years.

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<table>
<thead>
<tr>
<th></th>
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</tr>
<tr>
<td>Energy Charge</td>
<td>$0.0433 per kWh</td>
<td>$0.0491 per kWh</td>
</tr>
</tbody>
</table>

Minimum Bill: The minimum monthly bill shall be the customer charge. The customer will be billed the customer charge monthly as long as there is consumption on the meter.

Late Payment: A late payment fee of five (10) percent of the total monthly bill (maximum of $80.00) will be added to any bill not paid by the due date.
Primary Metering/Customer-Owned Transformer Discount: A one (1) percent discount on energy and demand charges shall be applied to customers that meet any or all of the following criteria, not to exceed a total discount of one (1) percent:

a. Electric service is delivered at City's standard primary voltage and City does not provide a transformer to serve the customer; and/or

b. Electricity is supplied at 13,800 volts or greater and is metered at the voltage of City's line or lines entering the customer's premises and where the customer furnishes, installs, and maintains any and all transformers and other facilities, necessary to reduce the primary voltage of each such line to the customer's utilization voltage

High Tension Service: In addition to the primary metering/customer-owned transformer discount, a three (3) percent discount shall be applied to any customer that takes service directly from a 69,000 volt transmission line or substation without using the City's 13,800 volt and below facilities

Power Factor: See Section IX below.

Billing kW Demand: The billing demand in any month shall be that demand in kilowatts necessary to supply the average kilowatt-hours in 15 consecutive minutes of greatest consumption of electricity during the month. Demand shall be determined from readings of permanently installed meters or, at the option of the City, by any standard methods or meters.

SECTION VIII. RATE SCHEDULE – ECONOMIC DEVELOPMENT SERVICE. The monthly rates for economic development service shall be applicable to any customer that meets ALL of the following conditions:

a. Provides new or additional load of 5,000 kW or greater on a monthly basis.

b. Agrees to pay for energy based on a load factor of 90% or greater, calculated by dividing the monthly energy usage by the product of the monthly peak demand and the number of hours in the monthly billing period.

c. The customer has entered into a written service agreement with City for electrical service and met all requirements of that agreement.

d. The customer has entered into an agreement with either the State of Nebraska or other political subdivision to provide an economic development project under state or local law.

This rate shall only be available for a period of five (5) years from the start date of service.

Rates effective for all billings after November 1, 2019:

<table>
<thead>
<tr>
<th>Monthly Rate:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Charge:</td>
<td>Per Agreement</td>
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<tr>
<td>Demand Charge:</td>
<td>Per Agreement</td>
</tr>
<tr>
<td>Energy Charge:</td>
<td>Per Agreement</td>
</tr>
</tbody>
</table>

Billing Demand: Billing demand shall be based on lesser of the following:

a. Highest 15-minute integrated demand during the month; or

b. 5,000 kW

Billing Energy: Billed energy shall be the greater of the following:

a. Measured energy for the month; or

b. The billing demand in the current billing period, multiplied by the number of hours in the billing period, multiplied by 90 percent.
Late Payment: A late payment fee of ten (10) percent of the total monthly bill (maximum of $80.00) will be added to any bill not paid by the due date.

Failure to Comply with Requirement of Economic Development Agreement: If the Customer fails to comply with the terms and conditions of the Economic Development Agreement, including minimum load and monthly load factor provisions, service under this rate schedule will be suspended and customer will revert to the Large Power Service rate schedule. The customer will remain on the Large Power Service rate until such time as customer is in compliance with all terms and conditions of the Economic Development Agreement.

SECTION IX. POWER FACTOR. The customer is responsible for maintaining a minimum power factor of 90 percent. The power factor is determined at the high kW load. If the customer's power factor drops below 90 percent, the following adjustment will be made to each monthly bill: Three (3) percent penalty on energy and demand charge when power factor is not maintained higher than 90 percent, but is maintained higher than 80 percent, and four (4) percent penalty on energy and demand charge when power factor is not maintained higher than 80 percent. There is no charge or credit for power factor greater than 90 percent and less than 94 percent. There is a two (2) percent credit on energy and demand charge when power factor is maintained at 94 percent or greater.

SECTION X. FUEL ADJUSTMENT CHARGE. All retail electric sales are subject to a “Fuel Adjustment Charge.” The cost of fuel for generation and purchase power costs shall be calculated on a monthly basis to determine if the cost is above or below the Base Fuel Cost. For any period in which the cost of fuel is greater or less than the Base Fuel Cost, the energy charge shall be increased or decreased by an adjustment amount per kilowatt-hour of sales equal to the difference between the actual fuel cost incurred per kilowatt-hour and the Base Fuel Cost. The Base Fuel Cost is 0.02236 cents per kilowatt-hour.

SECTION XI. BILLING ERRORS. Notice of any billing error must be presented in writing to the Department of Utilities within six (6) months of the error date in order for a correction to be made. Billing errors may be corrected retroactively for up to one (1) year from the date of the correction.

SECTION XII. REPEAL OF CONFLICTING ORDINANCES. That Ordinance No. 5504 and any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION XIII. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on November___________, 2019 and distributed as a City Ordinance.

PASSED AND APPROVED THIS _____ DAY OF ________________, 2019.

______________________________
Scott Getzschman, Mayor

ATTEST:

______________________________
Tyler Ficken, City Clerk
Tyler-please add this to the Council Agenda, for Library Board Chair, Larry Jirsak -under New Business

Agenda Item: Discuss consideration of FT versus PT Library-based IT staff position - possible action may be taken

Staff Report by Larry Jirsak, recommending Council approval of a FT Library based IT position, as approved in 2017 by prior Council and as budgeted.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Larry Jirsak, Chairman Library Board

DATE: October 29, 2019

SUBJECT: Request consideration of FT versus PT Library-based IT staff position - possible action may be taken

RECOMMENDATION: Approve the request.

BACKGROUND: Prior Council approved and budgetred for a full-time(FT) position for a Library IT staff position

Fremont Municipal Code Sec. 3-705. - Library Board.

(a) The Library Board shall consist of five (5) appointed members who shall be residents of the Municipality and who shall serve terms of four (4) years. The Mayor shall appoint the members of the Library Board with the consent of the City Council. Neither the Mayor nor any member of the Council shall be a member of the Library Board. The terms of members serving on the effective date of a change in the number of members shall not be shortened, and any successors to those members shall be appointed as the terms of those members expire. In case of any vacancy by resignation, removal, or otherwise, the Mayor shall fill the vacancy for the unexpired term with the consent of the Council.

(b) No member shall receive any pay or compensation for any services rendered as a member of the Library Board.
At the time of the Board's first (1st) meeting in June of each year, the Board shall organize by selecting from their number a Chairperson and Secretary. No member of the Library Board shall serve in the capacity of both the Chairperson and Secretary of the Board. It shall be the duty of the Secretary to keep minutes of all meetings, and to timely file the same with the City Clerk as public records.

A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the Chairperson, or a majority of the members of the Board.

The Library Board shall advise the Mayor and City Council in regard to the operation, maintenance, and development and personnel of the Public Library, and shall recommend to the City Council by-laws, rules and regulations, or changes in by-laws, rules, and regulations for the protection and development of the public library.

The Library Board shall be responsible for the intellectual content and development of the library.

The Librarian shall be appointed by the Mayor with the advice of the Library Board and the consent of the City Council. The Librarian shall generally supervise the property and operations of the Public Library. The Librarian shall be accountable to the Board, but will work under the supervision of the City Administrator.

All actions of the Commission shall be subject to the review and control of the City Council.

FISCAL IMPACT: None, as it is already budgeted.
Tyler, please include the following email from Library Board Member Shari Kment, in the backup for agenda packet, and also the attachments, of which both pages (FTpg1, FTpg2) make up the article regarding the same issues of concern, in this last Wednesday's Fremont Tribune.

If you have questions, please call!

Thank you.

Respectfully,
Susan Jacobus

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From: Shari Kment <sharikment@gmail.com>
Sent: Tuesday, October 22, 2019 9:29 AM
To: McClain, Linda; Jacobus, Susan
Subject: Full time IT employee at Keene Memorial Library

I am questioning why Shane Wymer is able to make the judgment call to have a full-time IT position eliminated at the Keene Memorial Library. The Library Board and City council approved the position in 2017. The Library currently has the position in their budget and is currently operating within our approved budget. This position is important for many reasons and the Library needs to have a full-time IT employee due to the demand of the technology at the Library. Half of our book are eBooks, more people are coming into the Library with technical questions and 2 of the programs had to have been cancelled due to not having the technology set up to perform the class.

The goal of the library expansion is to have a maker’s space and offer computer and technical classes. Many of our visitors are elderly or low to moderate income and being able to offer classes and technical support to them will fulfill a great need in our community. Without an IT person to set up and/or offer the classes it will put the Keene Library behind the times in comparison to other Library’s in Nebraska who offer those services. We are preparing our patrons for the 21 century skills so without immediate assistance of an IT employee full time we’re not able to provide that service.

The Library is known to be tech friendly and to be an authority source for tech information. The Library is used by so many people and for so many uses where technology is a very critical part so when IT issues occur, they need to be resolved immediately since that is a service that is provided by the Library. If Fremont is saying “grow with us” how can the city grow into the 21st century without the critical use of IT expertise on site.
Please bring this up with City Council since this should not be happening due to the reasons listed above.

Shari Kment
Keene Memorial Library Board Member
Library position now in question

Board sees value of in-house IT specialist

TAMMY REAL-MCKEEN
News editor

Board members had questions and concerns when told Keene Memorial Library might not get a new full-time information technology specialist.

On Monday afternoon, Library Executive Director Tina Walker told members of the library advisory committee that Fremont Assistant City Administrator Shane Wimer said he wants to have city personnel assume IT duties for the library.

Wimer told the Tribune on Tuesday morning that Walker’s previous IT employee said he only did IT work half of the time and the other half was “doing library stuff.” Wimer said it would make sense to have city IT personnel cover library needs and to hire someone else part time to do other library duties.

Walker disagrees.

She told the committee about the importance of a full-time in-house IT specialist at the library — pointing out the myriad of duties that person performs.

Wimer said he is looking at ways to make the city run more efficiently, adding that he’s still open for discussion.

“Library

Other related duties would be divided among library staff.

He wants to take our full-time IT person out of the library,” Walker said. “I explained why that’s not feasible, that we work very hard to get this position created for the library and get it into place and it’s working.”

Walker said the library’s IT specialist handles issues such as the computer network, servers and the internet with the city.

But most of the IT specialist’s work involves in-house library technology such as helping patrons with electronic devices designed for reading books, iPhones, 3-D printers, copy machines, scanners, ebooks, jetpacks (which connect people with different electronic devices) and other items.

Walker said she provided a list of 35 IT-related, library-specific duties that Olson had been doing.

“I’m absolutely dead-set against this,” Walker said of reducing the job to part-time status. “I asked how he [Wimer] had the authority to strip a position that was approved by city council. He says he can do it as an administrative act.”

Walker told committee members that the Fremont City Council had approved the full-time IT specialist position in 2017.

She also said Nicholas Brand, director of information systems for the city, repeatedly told her his staff would handle network and staff issues, but not patron-related ones.

“We never discussed that part.” Wimer said regarding that comment. “We’re going to do what we have to do to make sure the library needs are met.”

He also questioned if an IT specialist should be the first resort or last resort when a library need arises.

“If someone who works at the library can show a person how to hook up to the printer, that would be more efficient than using an IT person to show them how to do that,” Wimer said. “It would be more efficient if a library person knew how to do some of those simple things versus calling up IT and saying, ‘I need you to come over here and show this person how the printer works.’”

Walker told the board the library is in the midst of an expansion project, which is reliant on a full-time IT specialist who can provide classes and research.

She said she can’t apply for a grant for a Maker-space (a space for learning and exploration) if the position isn’t filled.

Walker said Wimer made a comment about reducing services to patrons if someone isn’t available and she said that’s terrible customer service.

“Libraries are here to provide access and knowledge to people. That’s our job,” Walker said.

Board member Earl Underwood, president of the Eastern Nebraska Genealogical Society, said when he brings a program into the library auditorium, he needs help to make sure the overhead projector works and laptop computers interface.

He wondered how that could be accomplished without an IT specialist and said city IT person-
nel wouldn’t have time to complete such tasks.
Underwood noted something else:
“Now, we’re talking about a case where a library staff person
has been working on IT tasks every day,” he said.
Underwood also said much discussion in seminars he’s attended has cen-
tered on the importance of libraries having good IT
staffers.
“Now, we’re talking about not having an IT
person? That doesn’t make any sense at all,” Under-
wood said.
Board member Tom Anderson, who teaches at Metropolitan Community
College, also expressed concern.
“I would assume in many
— if not most cases the cus-
tomer that needs the IT
person and if we cut back on that,
what kind of message are we sending to the public?”
Jacobus, who said she’s in her 60s and described herself as “technology
handicapped,” noted the problem older patrons can have in dealing with tech-
nology. Jacobus said she couldn’t imagine someone in that situation not
getting help at the library.
“I didn’t grow up with this technology, but I need help with this technology,”
Jacobus said.
Walker talked about the issue of having library staff
who are making $9 and $10
an hour assuming an IT
specialist’s duties as well.
“If that’s the case, then the other employ-
ees should get a raise,
because they’re getting more responsibility,” said committee member Shari
Kment.
Jacobus asked if Walker had ever been over the
budget since she became
the library director.
“No, we’ve been under budget every year,” Walker
said.
Jacobus asked if the library was running at full
staff.
Besides Olson’s position, the library is short
two part-time staffers, Walker said.
“How is that affecting your hours of operation?
Because you’re open more than 8:30 to 4:30,” Jacobus
said.
Walker said the library is open 64 hours a week, 360
days a year.
The city’s website lists
library hours as: 9:30 a.m.
to 8:30 p.m., Monday-Thursday; 9:30 a.m.
to 5:30 p.m. Friday and
Saturday; and 12:30-
4:30 p.m. Sunday.
“Because of those expanded hours that you
have, because of the ser-
tices everybody is used to
having now, because this
has become the heartbeat
of the city, where are you
going to start cutting?”
Jacobus said.
Walker said overtime has been granted for a couple
of events and two pro-
grams had to be canceled. She believes they were re-
lated to IT, because no one
was available to do it.
Wimer said he’s look-
ing at all aspects of the
library’s IT position and
determining if things can
be made better.
“We’ve done this routinely.
It’s not just the library.
We’ve done this routinely
throughout our history,” he said. “I realize change
is difficult and I wanted to
have a discussion with her
(Walker) so she had input
into the decision-making
process, but certainly
efficiency and trying to
make things run smoother
is the ultimate goal of the
city.”