**CITY COUNCIL MEETING**
**January 28, 2020**
**City Council Chambers 400 East Military, Fremont NE**
**REGULAR MEETING – 7:00 P.M.**
**PUBLIC COMMENT – 6:30 P.M.**
**AGENDA**

**REGULAR MEETING:**

1. Meeting called to order

2. Roll call

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

4. Motion to adopt current agenda for January 28, 2020 Regular Meeting

**PUBLIC HEARINGS:**

5. Ordinance 5522 for a Change of Zone from R, Rural to PD, Planned Development to develop up to 290 multifamily dwelling units, 113 attached single family units consisting of duplex, triplex and row house designs along with commercial uses known as Bluestem Commons property generally located at the southwest corner of Luther Road and County Road T (staff report) **Continue to February 11, 2020 at applicant request**

6. Resolution 2020-002 for a Preliminary Plat generally consisting of 5 multifamily residential lots, 2 commercial lots, and 113 attached single family lots and 3 out lots for Bluestem Commons property generally located at the southwest corner of Luther Road and County Road T (staff report) **Continue to February 11, 2020 at applicant request**

7. Resolution 2020-003 for a Final Plat generally consisting of 2 out lots, 63 attached single family, and 3 multifamily lots for Bluestem Commons property generally located at the southwest corner of Luther Road and County Road T (staff report) **Continue to February 11, 2020 at applicant request**

**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.*

8. Motion to approve January 15, 2020 through January 28, 2020 claims and authorize checks to be drawn on the proper accounts (staff report)

9. Dispense with and approve January 14, 2020 City Council Meeting and Community Development Agency Minutes

10. Motion to amend November 26, 2019 Minutes to correct an error in Item #21 (staff report)

11. Motion authorizing Mayor to sign Deed of Reconveyance, Knosp, 426 E. 10th Street (staff report)

12. Motion authorizing Mayor to sign Deed of Reconveyance, Voorhies, 922 N. D Street (staff report)

13. Receive Greater Fremont Development Council Quarterly Report

14. Approve a motion authorizing the Mayor to sign the Memorandum of Understanding with the International Association of Firefighters Local 1015 regarding Dues Checkoff (staff report)

15. Motion authorizing the Mayor to appoint Stan Darling to the Planning Commission and reappoint to the Housing Authority (staff report)

16. Resolution 2020-012 to accept the Master Service Agreement with CenturyLink for the upgrade of the VIPER 911 system (staff report)

17. Receive December 23, 2019 Traffic Committee Report and approve Resolution 2020-021 to place stop signs at several locations (staff report)

18. Resolution 2020-013 to submit an application to the Arbor Day Foundation for Tree City USA recognition (staff report)

19. Resolution 2020-014 authorizing the Fremont Department of Utilities Staff to purchase a replacement AT40GW Aerial Device from ALTEC Industries Incorporated through Sourcewell (staff report)

20. Resolution 2020-015 authorizing the Fremont Department of Utilities Staff to purchase a Bobcat E35 Compact (Mini) Excavator from Bobcat Company through Sourcewell (staff report)

21. Resolution 2020-016 authorizing the Purchase 225,000 Tons of nominal 8,800 Btu/Ultra Low Sulfur Coal per year for 2020 and 2021 for Lon D. Wright, Power Plant (staff report)

22. Resolution 2020-017 authorizing a One Year Support Agreement with Honeywell for Lon D. Wright Power Plant Control System (staff report)

23. Resolution 2020-018 authorizing the Renewal of the Quicklime Reagent Supply Agreement with Mississippi Lime for Lon D. Wright, Power Plant (staff report)

24. Resolution 2020-019 authorizing a three year Support Agreement with Siemens for the Induced Draft Fan Variable Frequency Drive at the Lon D. Wright Power Plant (staff report)

25. Resolution 2020-020 of the City Council of the City of Fremont, Nebraska, authorizing the scaffolding rental, installation and removal for Unit #8 Boiler evaluation (staff report)

26. Motion authorizing the purchase of TimeClock Plus software and hardware (staff report)

27. Motion to make annual payment to Kris Kobach for professional legal services (staff report)

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

**UNFINISHED BUSINESS: requires individual associated action**

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

30. Ordinance 5518 repealing and replacing Chapter 3, Article 7 Section 3-701 of the Fremont Municipal Code titled Municipal Library; operation and funding (first reading) (staff report)

    a. Council Member Yerger Item – Ordinance 5518 repealing and replacing Chapter 3, Article 7, - Library including Sections 3-701 to 3-707

31. Ordinance 5517 to create a clean energy assessment district; the establish definitions; to provide for the financing, administration, and collections, to promote energy efficiency improvements and renewable energy systems known as Property Assessed Clean Energy (PACE) District (final reading) (staff report)

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

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

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

35. Resolution 2019-209/2020-011 consider City Council Meeting Agenda Policy (staff report)(report)

36. Ordinance 5524 amending Chapter 9 – Fee Schedule - Appendix A of the Fremont Municipal Code (first reading) (staff report)

37. Council Member Jacobus Item - Discussion and Motion to entertain and approve authorization of the City Attorney to draft a letter of inquiry and complete the requisite forms required to obtain a formal written opinion from the Nebraska Accountability and Disclosure Commission regarding the Mayor's potential conflict of interest in the participation, discussion, advocacy and the casting of the deciding vote in the passage of Ordinance 5507, which was a conditional requirement of Resolution 2019-229 (report)

38. Council Member Yerger Item - Discussion of the Ordinance 5507 implementation process, requisite actions and a motion that would clarify, assure accuracy and/or correct any procedural malfeasance in regard to the passage and final language of Ordinance 5507, as amended at the November 26, 2019 Council meeting (report)

**NEW BUSINESS: requires individual associated action**

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

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

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

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

43. Resolution 2020-024 for Sale of City property rights for Hwy 77, Southeast Beltway (staff report)

44. Resolution 2020-025 for Sale of City property rights for Hwy 77, Southeast Beltway (staff report)

45. Resolution for Implementation of City Council Policy for Prayer before Council Meetings (report)

46. Adjournment

Agenda posted at the Municipal Building on January 22, 2020 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on January 22, 2020. This meeting is preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, is displayed in the Municipal Building and is open to the public The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

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

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

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

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

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

**STAFF REPORT**

**TO:** Honorable Mayor and City Council

**FROM:** Jody Sanders, CPA, Director of Finance

**DATE:** January 28, 2020

**SUBJECT:** Claims

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**Recommendation:** Move to approve January 15 through January 28, 2020 claims, as well as subsequent claims due and payable before the next meeting of the City Council, and authorize checks to be drawn on the proper accounts.

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**Background**: Council will review claims via email January 23, 2020. In addition, Staff is requesting approval by the Council to pay claims that will become due and payable (by virtue of contractual agreements or regulatory requirements) before the next City Council meeting.

The amount due is not known as of this staff report, but the related vendors are listed below. These approved claims will still be presented as claims at the next City Council meeting and included in the total requested by Council for approval.

- Direct deposit of employee payroll on February 6, 2020, and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue – sales & lodging tax collected by the City at various facilities.
- Health and dental claims paid by the City's third-party administrator Blue Cross and Blue Shield, as well as Health care reinsurance premiums payable.
- Life and Disability (ST & LT) premiums payable to Lincoln National Life Insurance Co. monthly
- Workers compensation claims paid by the City's third-party administrator Tri-Star.
- Transmission and energy purchases payable to Southwest Power Pool.
- Transmission and energy purchases payable to Omaha Public Power District.
- Natural gas purchases from Northern Natural Gas/US Energy, BP, Cargill, Central Plains Energy Project (CPEP) and Public Energy Authority of Kentucky (PEAK).
- Coal purchases from Cloud Peak Energy Resources, Peabody coal, and freight charges to Union Pacific.
- Progress payments to Emerson Process Management under the contract for the SCADA project.
- UPS weekly invoice for shipping costs, due within ten days or late fees are incurred.

There are a limited number of agencies that debit the City's bank account for credit card processing fees, kiosk fees, bank analysis fees and occasionally NSF fees from our Ambulance Billing contractor. These are based on a fee schedule.

| | | |
|---|---|---|
| **Fiscal Impact:** | City/Governmental funds claims total | $ 1,234,034.30 |
| | Utility funds claims total | $ 2,470,515.50 |
| | Total of all claims | $ 3,704,549.80 |

PREPARED 01/23/2020 9:03:40 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 01232020 SHEETSJ

PAYMENT TYPES

| | |
|---|---|
| Checks | Y |
| EFTs | Y |
| ePayables | Y |

VOUCHER SELECTION CRITERIA

| | |
|---|---|
| Voucher/discount due date | 01/23/2020 |
| All banks | A |

REPORT SEQUENCE OPTIONS:

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

This report is by: Bank/Vendor

| | |
|---|---|
| Process by bank code? (Y,N) | Y |
| Print reports in vendor name sequence? (Y,N) | Y |
| Calendar year for 1099 withholding | 2020 |
| Disbursement year/per | 2020/04 |
| Payment date | 01/23/2020 |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0000584 | 00 | CEI | | | | | | | |
| 20200123 | | PR0123 | | 00 | 01/23/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | EFT: | 110,896.35 |
| | | | | | | | VENDOR TOTAL * | .00 | 110,896.35 |
| 0006466 | 00 | CREDIT BUREAU SERVICES INC | | | | | | | |
| 20200123 | | PR0123 | | 00 | 01/23/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 33.86 | |
| | | | | | | | VENDOR TOTAL * | 33.86 | |
| 0004234 | 00 | DEPARTMENT OF UTILITIES C S | | | | | | | |
| 20200123 | | PR0123 | | 00 | 01/23/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | EFT: | 1,475.41 |
| | | | | | | | VENDOR TOTAL * | .00 | 1,475.41 |
| 0005193 | 00 | DEPARTMENT OF UTILITIES PAYROLL | | | | | | | |
| 20200123 | | PR0123 | | 00 | 01/23/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | EFT: | 64,055.22 |
| | | | | | | | VENDOR TOTAL * | .00 | 64,055.22 |
| 0003226 | 00 | FRATERNAL ORDER OF POLICE #37 | | | | | | | |
| 20200109 | | PR0109 | | 00 | 01/23/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 840.00 | |
| 20200123 | | PR0123 | | 00 | 01/23/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 840.00 | |
| | | | | | | | VENDOR TOTAL * | 1,680.00 | |
| 0004005 | 00 | GENERAL SERVICE BUREAU INC | | | | | | | |
| 20200123 | | PR0123 | | 00 | 01/23/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 335.34 | |
| | | | | | | | VENDOR TOTAL * | 335.34 | |
| 0004629 | 00 | INTERNAL REVENUE SERVICE **EFT** | | | | | | | |
| 20200123 | | PR0123 | | 00 | 01/23/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 76,833.78 | |
| | | | | | | | VENDOR TOTAL * | 76,833.78 | |
| 0005477 | 00 | LAUGHLIN TRUSTEE, KATHLEEN A | | | | | | | |
| 20200123 | | PR0123 | | 00 | 01/23/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 1,123.00 | |
| | | | | | | | VENDOR TOTAL * | 1,123.00 | |
| 0003205 | 00 | NEBRASKA PUBLIC EMPLOYEES LOCAL 251 | | | | | | | |
| 20200109 | | PR0109 | | 00 | 01/23/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 475.00 | |
| 20200123 | | PR0123 | | 00 | 01/23/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 475.00 | |
| | | | | | | | VENDOR TOTAL * | 950.00 | |
| | | | | 00 | General Fund | | BANK TOTAL * | 80,955.98 | 176,426.98 |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0003370 | 00 | BLUE CROSS BLUE SHIELD OF NEBRASKA | | | | | | | |
| 01/14/20 | | MANUAL000160 | | 01 | 01/14/2020 | 060-0660-442.70-03 | 12/19 ADMIN FEES | CHECK #: 101280 | 11,763.80 |
| 01/14/20 | | MANUAL000161 | | 01 | 01/14/2020 | 060-0660-443.70-03 | 12/19 ADMIN FEES | CHECK #: 101280 | 1,045.20 |
| 01/14/20 | | MANUAL000162 | | 01 | 01/14/2020 | 060-0660-442.70-05 | 12/19 ADMIN FEES | CHECK #: 101280 | 40.00 |
| 01/14/20 | | MANUAL000163 | | 01 | 01/14/2020 | 060-0660-442.70-02 | 12/19 ADMIN FEES | CHECK #: 101280 | 36,095.74 |
| 01/20/20 | | MANUAL000165 | | 01 | 01/20/2020 | 060-0660-442.70-01 | 01/16/20-01/16/20 | CHECK #: 101282 | 141,439.19 |
| 01/20/20 | | MANUAL000166 | | 01 | 01/20/2020 | 060-0660-443.70-01 | 01/16/20-01/16/20 | CHECK #: 101282 | 7,240.59 |
| | | | | | | | VENDOR TOTAL * | .00 | 197,624.52 |
| 0006845 | 00 | ROCKY MOUNTAIN RESERVE LLC | | | | | | | |
| 01/13/20 | | MANUAL000159 | | 01 | 01/13/2020 | 060-0660-444.70-01 | 01/06/20-01/12/20 | CHECK #: 101279 | 6,841.38 |
| 01/20/20 | | MANUAL000164 | | 01 | 01/20/2020 | 060-0660-444.70-01 | 01/13/20-01/19/20 | CHECK #: 101281 | 3,640.20 |
| | | | | | | | VENDOR TOTAL * | .00 | 10,481.58 |
| 0006707 | 00 | TRISTAR RISK MANAGEMENT | | | | | | | |
| 109053 | | MANUAL 000158 | | 01 | 01/10/2020 | 061-0000-101.12-00 | 12/31/19 CLAIMS | CHECK #: 101278 | 27,645.14 |
| | | | | | | | VENDOR TOTAL * | .00 | 27,645.14 |
| | | | | 01 | Employee Benefits | | BANK TOTAL * | .00 | 235,751.24 |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0003558 | 00 | NEBRASKA DEPT OF REVENUE | | | | | | | |
| 35770191 | | 123119PI1919 | 038604 | 04 | 01/23/2020 | 020-2066-490.60-11 | FIELD PURCHASE ORDER | 28,278.00 | Keno state tax due (51C) paid quarterly |
| | | | | | | | VENDOR TOTAL * | 28,278.00 | |
| | | | | 04 | Keno Fund | | BANK TOTAL * | 28,278.00 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0006904 | 00 | COSTCO WHOLESALE CORPORATION | | | | | | | |
| 6678 02/19 | | 000428 | | 13 | 06/12/2019 | 017-0730-465.60-05 | COSTCO PROJ 1 - TIF | CHECK #: 93 | 2,433.05- |
| 6678 02/19 | | 000428 | | 13 | 01/23/2020 | 017-0730-465.60-05 | COSTCO PROJ 1 - TIF | 2,433.05 | |
| 6678 04/19 | | 000429 | | 13 | 06/12/2019 | 017-0730-465.60-05 | COSTCO PROJ 1 - TIF | CHECK #: 93 | 2,433.05- |
| 6678 04/19 | | 000429 | | 13 | 01/15/2020 | 017-0730-465.60-05 | COSTCO PROJ 1 - TIF | 2,433.05 | |
| | | | | | | | VENDOR TOTAL * | 4,866.10 | 4,866.10- |
| | | | | | | | Replacement of lost check | | |
| | | | | 13 | Community Development Agency of COF | | BANK TOTAL * | 4,866.10 | 4,866.10- |
| | | | | | | | HAND ISSUED TOTAL *** | | 230,885.14 |
| | | | | | | | EFT/EPAY TOTAL *** | | 176,426.98 |
| | | | | | | | TOTAL EXPENDITURES **** | 114,100.08 | 407,312.12 |
| | | | | | | | GRAND TOTAL ********** | | 521,412.20 |

| Account Number | Employee Name | Social Security | Deposit Amount |
|---|---|---|---|

Final Total 243,002.43 Count 194

CITY OF FREMONT
ELECTRONIC WITHDRAWAL LIST

FOR CITY COUNCIL MEETING: 1/28/20

| AJ GROUP NO | VENDOR NAME | WITHDRAWAL DATE | ACCOUNT NO | ITEM DESCRIPTION | WITHDRAWAL AMOUNT |
|---|---|---|---|---|---|
| 1440 | NEBRASKA DEPARTMENT OF REVENUE | 01/16/20 | 001-2030-451.20-99 | SPLASH STATION SALES TAX | 10,153.40 |
| | | | | TOTAL EXPENDITURES | 10,153.40 |

PREPARED 01/23/2020 11:59:48 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 01232020 SHEETSJ

PAYMENT TYPES

| | |
|---|---|
| Checks | Y |
| EFTs | Y |
| ePayables | Y |

VOUCHER SELECTION CRITERIA

| | |
|---|---|
| Voucher/discount due date | 01/29/2020 |
| All banks | A |

REPORT SEQUENCE OPTIONS:

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

This report is by: Bank/Vendor

| | |
|---|---|
| Process by bank code? (Y,N) | Y |
| Print reports in vendor name sequence? (Y,N) | Y |
| Calendar year for 1099 withholding | 2020 |
| Disbursement year/per | 2020/04 |
| Payment date | 01/29/2020 |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0005814 | 00 | KOBACH, KRIS W | | | | | | | |
| 012120 | | PI1920 | 039187 | 00 | 01/29/2020 | 001-1001-413.20-34 | BLANKET PURCHASE ORDER | 10,000.00 | |
| | | | | | | | VENDOR TOTAL * | 10,000.00 | |
| | | | | 00 | General Fund | | BANK TOTAL * | 10,000.00 | |
| | | | | | | | TOTAL EXPENDITURES **** | 10,000.00 | |
| | | | | | | | GRAND TOTAL ********** | | 10,000.00 |

PREPARED 01/23/2020 11:37:58 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 01232020 SHEETSJ

PAYMENT TYPES

| | |
|---|---|
| Checks | Y |
| EFTs | Y |
| ePayables | Y |

VOUCHER SELECTION CRITERIA

| | |
|---|---|
| Voucher/discount due date | 01/29/2020 |
| All banks | A |

REPORT SEQUENCE OPTIONS:

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

This report is by: Bank/Vendor

| | |
|---|---|
| Process by bank code? (Y,N) | Y |
| Print reports in vendor name sequence? (Y,N) | Y |
| Calendar year for 1099 withholding | 2020 |
| Disbursement year/per | 2020/04 |
| Payment date | 01/29/2020 |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0000959 | 00 | ACE HARDWARE | | | | | | | |
| 116951/3 | | PI1923 | 038538 | 00 | 01/29/2020 | 001-1004-424.30-33 | BLANKET PURCHASE ORDER | 34.98 | |
| 116862/3 | | PI1799 | 038538 | 00 | 01/29/2020 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 69.30 | |
| 116924/3 | | PI1800 | 038538 | 00 | 01/29/2020 | 001-2027-452.30-33 | BLANKET PURCHASE ORDER | 13.99 | |
| 116924/3 | | PI1801 | 038538 | 00 | 01/29/2020 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 2.70 | |
| 116967/3 | | PI1924 | 038538 | 00 | 01/29/2020 | 001-2027-452.30-33 | BLANKET PURCHASE ORDER | 39.99 | |
| 116967/3 | | PI1925 | 038538 | 00 | 01/29/2020 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 7.59 | |
| 116990/3 | | PI1926 | 038538 | 00 | 01/29/2020 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 54.44 | |
| 116998/3 | | PI1927 | 038538 | 00 | 01/29/2020 | 001-2027-452.30-33 | BLANKET PURCHASE ORDER | 100.08 | |
| 117042/3 | | PI1928 | 038538 | 00 | 01/29/2020 | 001-2027-452.30-33 | BLANKET PURCHASE ORDER | 64.99 | |
| 117052/3 | | PI1929 | 038538 | 00 | 01/29/2020 | 001-2027-452.30-33 | BLANKET PURCHASE ORDER | 7.59 | |
| 117052/3 | | PI1930 | 038538 | 00 | 01/29/2020 | 001-2027-452.30-48 | BLANKET PURCHASE ORDER | 11.98 | |
| | | | | | | | VENDOR TOTAL * | 407.63 | |
| 0000983 | 00 | ARPS | | | | | | | |
| 26993 | | PI1931 | 038540 | 00 | 01/29/2020 | 012-2025-431.30-69 | BLANKET PURCHASE ORDER | 1,126.50 | |
| 27016 | | PI1988 | 038540 | 00 | 01/29/2020 | 012-2025-431.30-69 | BLANKET PURCHASE ORDER | 354.50 | |
| | | | | | | | VENDOR TOTAL * | 1,481.00 | |
| 0006846 | 00 | AT&T MOBILITY LLC | | | | | | | |
| 3648X01112020 | | PI1980 | 039172 | 00 | 01/29/2020 | 001-1206-422.20-12 | GENERAL | 213.50 | |
| | | | | | | | VENDOR TOTAL * | 213.50 | |
| 0003298 | 00 | AUTOZONE INC | | | | | | | |
| 1652211274 | | PI1802 | 038541 | 00 | 01/29/2020 | 012-2025-431.30-44 | BLANKET PURCHASE ORDER | 51.96 | |
| 1652211770 | | PI1803 | 038541 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 114.99 | |
| 1652212639 | | PI1804 | 038541 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 28.52- | |
| 1652212640 | | PI1805 | 038541 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 151.33 | |
| 1652212650 | | PI1806 | 038541 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 86.47- | |
| 1652212867 | | PI1807 | 038541 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 28.28- | |
| 1652212868 | | PI1808 | 038541 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 124.77 | |
| 1652213392 | | PI1853 | 038541 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 86.71- | |
| | | | | | | | VENDOR TOTAL * | 213.07 | |
| 0002763 | 00 | BAKER & TAYLOR BOOKS | | | | | | | |
| 5015946654 | | PI1963 | 038649 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 65.51 | |
| | | | | | | | VENDOR TOTAL * | 65.51 | |
| 0004311 | 00 | BAUER BUILT INC | | | | | | | |
| 880072866 | | PI1932 | 038542 | 00 | 01/29/2020 | 001-2027-452.20-60 | BLANKET PURCHASE ORDER | 20.00 | |
| 880072866 | | PI1933 | 038542 | 00 | 01/29/2020 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 8.00 | |
| 880072924 | | PI1934 | 038542 | 00 | 01/29/2020 | 012-2025-431.20-60 | BLANKET PURCHASE ORDER | 49.00 | |
| 880072924 | | PI1935 | 038542 | 00 | 01/29/2020 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 20.00 | |
| | | | | | | | VENDOR TOTAL * | 97.00 | |
| 0004035 | 00 | BOMGAARS SUPPLY INC | | | | | | | |
| 16495553 | | PI1810 | 038543 | 00 | 01/29/2020 | 001-2027-452.30-33 | BLANKET PURCHASE ORDER | 170.99 | |
| 16497443 | | PI1936 | 038543 | 00 | 01/29/2020 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 56.63 | |
| 16498444 | | PI1937 | 038543 | 00 | 01/29/2020 | 001-2027-452.30-33 | BLANKET PURCHASE ORDER | 249.99 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0004035 | 00 | BOMGAARS SUPPLY INC | | | | | | | |
| 16495548 | | PI1809 | 038543 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 45.97 | |
| 16495592 | | PI1811 | 038543 | 00 | 01/29/2020 | 012-2025-431.30-79 | BLANKET PURCHASE ORDER | 85.99 | |
| | | | | | | | VENDOR TOTAL * | 609.57 | |
| 0002902 | 00 | BORDER STATES / KRIZ-DAVIS | | | | | | | |
| 919255266 | | PI1854 | 038556 | 00 | 01/29/2020 | 001-2027-452.30-48 | BLANKET PURCHASE ORDER | 74.78 | |
| 919280133 | | PI1938 | 038556 | 00 | 01/29/2020 | 001-2027-452.30-48 | BLANKET PURCHASE ORDER | 369.80 | |
| | | | | | | | VENDOR TOTAL * | 444.58 | |
| 0003427 | 00 | BRODART CO | | | | | | | |
| B5822027 | | PI1964 | 038650 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 125.09 | |
| B5838611 | | PI1965 | 038650 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 61.91 | |
| B5840159 | | PI1966 | 038650 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 153.81 | |
| B5842231 | | PI1967 | 038650 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 1,310.81 | |
| B5842855 | | PI1968 | 038650 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 213.50 | |
| B5845605 | | PI1969 | 038650 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 303.71 | |
| | | | | | | | VENDOR TOTAL * | 2,168.83 | |
| 0006534 | 00 | CAPPEL AUTO SUPPLY INC | | | | | | | |
| 2634-00-011288 | | PI1823 | 038573 | 00 | 01/29/2020 | 001-1209-421.30-44 | BLANKET PURCHASE ORDER | 23.88 | |
| 2634-00-011637 | | PI1945 | 038573 | 00 | 01/29/2020 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 13.08 | |
| 2634-00-011171 | | PI1817 | 038573 | 00 | 01/29/2020 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 151.90 | |
| 2634-00-011177 | | PI1818 | 038573 | 00 | 01/29/2020 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 5.49 | |
| 2634-00-011202 | | PI1819 | 038573 | 00 | 01/29/2020 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 6.49 | |
| 2634-00-011405 | | PI1825 | 038573 | 00 | 01/29/2020 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 83.12 | |
| 2634-00-011439 | | PI1871 | 038573 | 00 | 01/29/2020 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 5.56 | |
| 2634-00-011607 | | PI1944 | 038573 | 00 | 01/29/2020 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 53.30 | |
| 2634-00-011695 | | PI1948 | 038573 | 00 | 01/29/2020 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 31.04 | |
| 2634-00-011245 | | PI1820 | 038573 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 80.99 | |
| 2634-00-011265 | | PI1821 | 038573 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 190.93 | |
| 2634-00-011267 | | PI1822 | 038573 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 95.68 | |
| 2634-00-011288 | | PI1824 | 038573 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 9.45 | |
| 2634-00-011637 | | PI1946 | 038573 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 23.70 | |
| 2634-00-011621 | | PI1947 | 038573 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 4.76 | |
| | | | | | | | VENDOR TOTAL * | 779.37 | |
| 0005175 | 00 | CARPENTER PAPER COMPANY | | | | | | | |
| 330545-00 | | PI1841 | 039110 | 00 | 01/29/2020 | 012-2025-431.30-79 | FIELD PURCHASE ORDER | 355.02 | |
| | | | | | | | VENDOR TOTAL * | 355.02 | |
| 0000584 | 00 | CEI | | | | | | | |
| JAN 20 WC | | 000168 | | 00 | 01/29/2020 | 001-1015-415.10-26 | JAN 20 WC | EFT: | 29,534.25 |
| JAN 20 WC | | 000169 | | 00 | 01/29/2020 | 012-2025-431.10-26 | JAN 20 WC | EFT: | 1,416.67 |
| | | | | | | | VENDOR TOTAL * | .00 | 30,950.92 |
| 0002675 | 00 | CENTURYLINK (QWEST) | | | | | | | |
| 402D250330 | 0120 | PI1949 | 038575 | 00 | 01/29/2020 | 001-1015-415.20-12 | BLANKET PURCHASE ORDER | 80.76 | |
| 4027272630 | 0120 | PI1950 | 038575 | 00 | 01/29/2020 | 001-1015-415.20-12 | BLANKET PURCHASE ORDER | 896.62 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0002675 | 00 | CENTURYLINK (QWEST) | | | | | | | |
| 4027272664 | 0120 | PI1952 | 038575 | 00 | 01/29/2020 | 001-1015-415.20-12 | BLANKET PURCHASE ORDER | 2.75 | |
| 4027279926 | 0120 | PI1954 | 038575 | 00 | 01/29/2020 | 001-1015-415.20-12 | BLANKET PURCHASE ORDER | 49.62 | |
| 4027272630 | 0120 | PI1951 | 038575 | 00 | 01/29/2020 | 012-2025-431.20-12 | BLANKET PURCHASE ORDER | 42.76 | |
| 4027279135 | 0120 | PI1953 | 038575 | 00 | 01/29/2020 | 029-2034-466.20-12 | BLANKET PURCHASE ORDER | 105.30 | |
| | | | | | | | VENDOR TOTAL * | 1,177.81 | |
| 0005994 | 00 | CONSOLIDATED MANAGEMENT CO | | | | | | | |
| 217848 | | PI1975 | 038986 | 00 | 01/29/2020 | 001-1209-421.20-13 | GENERAL | 141.28 | |
| 217868 | | PI1978 | 039131 | 00 | 01/29/2020 | 001-1209-421.20-13 | GENERAL | 12.68 | |
| | | | | | | | VENDOR TOTAL * | 153.96 | |
| 0001063 | 00 | DIAMOND VOGEL PAINT CENTER | | | | | | | |
| 522168516 | | PI1812 | 038547 | 00 | 01/29/2020 | 001-2026-451.30-49 | BLANKET PURCHASE ORDER | 145.86 | |
| | | | | | | | VENDOR TOTAL * | 145.86 | |
| 0002897 | 00 | DIERS INC | | | | | | | |
| 6050053 | | PI1891 | 039074 | 00 | 01/29/2020 | 001-1209-421.20-60 | FIELD PURCHASE ORDER | 1,457.52 | |
| 6050053 | | PI1892 | 039074 | 00 | 01/29/2020 | 001-1209-421.30-63 | FIELD PURCHASE ORDER | 409.93 | |
| | | | | | | | VENDOR TOTAL * | 1,867.45 | |
| 0001313 | 00 | DILLON CHEVROLET FREMONT INC, SID | | | | | | | |
| 1264021CR | | PI1813 | 038549 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 33.84 | |
| | | | | | | | VENDOR TOTAL * | 33.84 | |
| 0001067 | 00 | DODGE COUNTY TITLE & ESCROW CO LLC | | | | | | | |
| 16615 | | PI1845 | 039146 | 00 | 01/29/2020 | 001-1002-415.20-99 | BLANKET PURCHASE ORDER | 175.00 | |
| 16616 | | PI1846 | 039146 | 00 | 01/29/2020 | 001-1002-415.20-99 | BLANKET PURCHASE ORDER | 175.00 | |
| 16635 | | PI1847 | 039146 | 00 | 01/29/2020 | 001-1002-415.20-99 | BLANKET PURCHASE ORDER | 175.00 | |
| 16637 | | PI1848 | 039146 | 00 | 01/29/2020 | 001-1002-415.20-99 | BLANKET PURCHASE ORDER | 175.00 | |
| 16638 | | PI1849 | 039146 | 00 | 01/29/2020 | 001-1002-415.20-99 | BLANKET PURCHASE ORDER | 175.00 | |
| | | | | | | | VENDOR TOTAL * | 875.00 | |
| 0001511 | 00 | DON'S PIONEER UNIFORM | | | | | | | |
| 64219 | | PI1832 | 038939 | 00 | 01/29/2020 | 001-1209-421.20-11 | GENERAL | 3.66 | |
| 64230 | | PI1834 | 038939 | 00 | 01/29/2020 | 001-1209-421.30-52 | GENERAL | 687.39 | |
| 64219 | | PI1833 | 038939 | 00 | 01/29/2020 | 001-1209-421.30-52 | GENERAL | 16.99 | |
| | | | | | | | VENDOR TOTAL * | 708.04 | |
| 0003279 | 00 | EMERGENCY MEDICAL PRODUCTS INC | | | | | | | |
| 2125160 | | PI1896 | 039097 | 00 | 01/29/2020 | 001-1206-422.30-33 | GENERAL | 680.50 | |
| | | | | | | | VENDOR TOTAL * | 680.50 | |
| 0002050 | 00 | FASTENAL COMPANY | | | | | | | |
| NEFRE172487 | | PI1815 | 038550 | 00 | 01/29/2020 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 21.00 | |
| NEFRE172402 | | PI1814 | 038550 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 91.62 | |
| | | | | | | | VENDOR TOTAL * | 112.62 | |
| 0006587 | 00 | FASTENAU, HEATHER | | | | | | | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0006587 | 00 | FASTENAU, HEATHER | | | | | | | |
| 011420 | | PI1973 | 038710 | 00 | 01/29/2020 | 001-1004-424.20-99 | GENERAL | 340.00 | |
| | | | | | | | VENDOR TOTAL * | 340.00 | |
| 0006864 | 00 | FBI-LEEDA INC | | | | | | | |
| 200038416 | | PI1844 | 039145 | 00 | 01/29/2020 | 001-1209-421.20-13 | GENERAL | 695.00 | |
| | | | | | | | VENDOR TOTAL * | 695.00 | |
| 0005616 | 00 | FINDAWAY WORLD LLC | | | | | | | |
| 309127 | | PI1971 | 038653 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 403.69 | |
| | | | | | | | VENDOR TOTAL * | 403.69 | |
| 0004256 | 00 | FIRST NATIONAL BANK FREMONT (TRUST) | | | | | | | |
| 810005231 | | 01/20000170 | | 00 | 01/29/2020 | 018-0418-490.60-01 | SWIM POOL DATED 01/01/17 | EFT: | 19,557.50 |
| | | | | | | | VENDOR TOTAL * | .00 | 19,557.50 |
| 0004256 | 00 | FIRST NATIONAL BANK FREMONT (TRUST),CK GRP-1 | | | | | | | |
| 76125601/0120 | | PI1981 | 039179 | 00 | 01/29/2020 | 018-0418-490.20-99 | BLANKET PURCHASE ORDER | EFT: | 500.00 |
| | | | | | | | VENDOR TOTAL * | .00 | 500.00 |
| 0001105 | 00 | FREEWAY CAR CARE CENTER | | | | | | | |
| 3121 | | PI1840 | 039084 | 00 | 01/29/2020 | 001-1209-421.20-60 | FIELD PURCHASE ORDER | 79.95 | |
| 3137 | | PI1842 | 039120 | 00 | 01/29/2020 | 001-1209-421.20-60 | FIELD PURCHASE ORDER | 79.95 | |
| 3167 | | PI1979 | 039134 | 00 | 01/29/2020 | 012-2025-431.20-60 | FIELD PURCHASE ORDER | 79.95 | |
| | | | | | | | VENDOR TOTAL * | 239.85 | |
| 0001112 | 00 | FREMONT ELECTRIC INC | | | | | | | |
| 43532 | | PI1960 | 038598 | 00 | 01/29/2020 | 029-2034-466.20-60 | BLANKET PURCHASE ORDER | 105.00 | |
| 43532 | | PI1961 | 038598 | 00 | 01/29/2020 | 029-2034-466.30-48 | BLANKET PURCHASE ORDER | 25.35 | |
| | | | | | | | VENDOR TOTAL * | 130.35 | |
| 0003907 | 00 | FREMONT HEALTH CLINIC | | | | | | | |
| IM607247/121219 | | PI1827 | 038587 | 00 | 01/29/2020 | 001-1206-422.20-35 | BLANKET PURCHASE ORDER | 173.00 | |
| IM607249/122319 | | PI1828 | 038587 | 00 | 01/29/2020 | 001-1206-422.20-35 | BLANKET PURCHASE ORDER | 173.00 | |
| | | | | | | | VENDOR TOTAL * | 346.00 | |
| 0001131 | 00 | FREMONT TRIBUNE | | | | | | | |
| 890658 | | PI1826 | 038577 | 00 | 01/29/2020 | 001-1003-415.20-33 | BLANKET PURCHASE ORDER | 38.62 | |
| 850544 | | PI1955 | 038577 | 00 | 01/29/2020 | 001-1003-415.20-33 | BLANKET PURCHASE ORDER | 10.14 | |
| 892793 | | PI1872 | 038577 | 00 | 01/29/2020 | 001-1305-430.20-33 | BLANKET PURCHASE ORDER | 8.18 | |
| 861817 | | PI1956 | 038577 | 00 | 01/29/2020 | 001-2024-416.20-33 | BLANKET PURCHASE ORDER | 11.46 | |
| 866264 | | PI1957 | 038577 | 00 | 01/29/2020 | 001-2024-416.20-33 | BLANKET PURCHASE ORDER | 25.86 | |
| 894294 | | PI1959 | 038577 | 00 | 01/29/2020 | 001-2024-416.20-33 | BLANKET PURCHASE ORDER | 15.70 | |
| 892436 | | PI1958 | 038577 | 00 | 01/29/2020 | 001-2026-451.40-13 | BLANKET PURCHASE ORDER | 45.94 | |
| | | | | | | | VENDOR TOTAL * | 155.90 | |
| 0003829 | 00 | FRICKENSTEIN PUMPING & PORTABLE LLC | | | | | | | |
| 11273 | | PI1829 | 038693 | 00 | 01/29/2020 | 001-2026-451.20-70 | GENERAL | 240.00 | |
| 11273 | | PI1830 | 038693 | 00 | 01/29/2020 | 001-2027-452.20-70 | GENERAL | 240.00 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0003829 | 00 | FRICKENSTEIN PUMPING & PORTABLE LLC | | | | | | | |
| | | | | | | | VENDOR TOTAL * | 480.00 | |
| 0006263 | 00 | GALE/CENGAGE LEARNING INC | | | | | | | |
| 69116866 | | PI1970 | 038651 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 19.46 | |
| | | | | | | | VENDOR TOTAL * | 19.46 | |
| 0001139 | 00 | GERHOLD CONCRETE CO INC | | | | | | | |
| 119838 | | PI1816 | 038553 | 00 | 01/29/2020 | 012-2025-431.30-69 | BLANKET PURCHASE ORDER | 947.00 | |
| 121378 | | PI1989 | 038553 | 00 | 01/29/2020 | 012-2025-431.30-69 | BLANKET PURCHASE ORDER | 584.00 | |
| | | | | | | | VENDOR TOTAL * | 1,531.00 | |
| 0001148 | 00 | GOREE BACKHOE & EXCAVATING INC | | | | | | | |
| 12504 | | PI1835 | 038996 | 00 | 01/29/2020 | 012-2025-431.30-73 | FIELD PURCHASE ORDER | 4,204.55 | |
| | | | | | | | VENDOR TOTAL * | 4,204.55 | |
| 0006959 | 00 | HI-TECH CUSTOM CONCEPTS INC | | | | | | | |
| 7236 | | PI1838 | 039076 | 00 | 01/29/2020 | 001-1209-421.20-11 | GENERAL | 8.50 | |
| 7236 | | PI1839 | 039076 | 00 | 01/29/2020 | 001-1209-421.30-56 | GENERAL | 74.95 | |
| | | | | | | | VENDOR TOTAL * | 83.45 | |
| 0001868 | 00 | HOTSY EQUIPMENT CO | | | | | | | |
| 300552 | | PI1836 | 039053 | 00 | 01/29/2020 | 012-2025-431.20-60 | FIELD PURCHASE ORDER | 175.00 | |
| 300552 | | PI1837 | 039053 | 00 | 01/29/2020 | 012-2025-431.30-56 | FIELD PURCHASE ORDER | 8.00 | |
| 300572 | | PI1843 | 039129 | 00 | 01/29/2020 | 012-2025-431.30-56 | FIELD PURCHASE ORDER | 334.16 | |
| | | | | | | | VENDOR TOTAL * | 517.16 | |
| 0006792 | 00 | HURST LAWN SERVICE | | | | | | | |
| 18271 | | PI1921 | 037967 | 00 | 01/29/2020 | 001-2031-455.20-99 | GENERAL | 615.00 | |
| 18510 | | PI1922 | 037967 | 00 | 01/29/2020 | 001-2031-455.20-99 | GENERAL | 123.00 | |
| | | | | | | | VENDOR TOTAL * | 738.00 | |
| 0005752 | 00 | IMA INC - BENEFITS DIVISION | | | | | | | |
| 2087 | | PI1881 | 038781 | 00 | 01/29/2020 | 060-0660-442.70-07 | BLANKET PURCHASE ORDER | 3,750.00 | |
| | | | | | | | VENDOR TOTAL * | 3,750.00 | |
| 0004650 | 00 | INTERSTATE ALL BATTERY CENTER | | | | | | | |
| 1924902016530 | | PI1852 | 037236 | 00 | 01/29/2020 | 001-1209-421.30-79 | GENERAL | 21.60 | |
| | | | | | | | VENDOR TOTAL * | 21.60 | |
| 0000485 | 00 | INTERSTATE BATTERY SYSTEM | | | | | | | |
| 160023977 | | PI1886 | 038952 | 00 | 01/29/2020 | 001-1209-421.30-63 | FIELD PURCHASE ORDER | 234.95 | |
| 160023978 | | PI1905 | 039119 | 00 | 01/29/2020 | 012-2025-431.30-63 | FIELD PURCHASE ORDER | 241.90 | |
| | | | | | | | VENDOR TOTAL * | 476.85 | |
| 0003074 | 00 | JACKSON SERVICES INC | | | | | | | |
| 20200123 | | PR0123 | | 00 | 01/29/2020 | 001-0000-201.00-00 | PAYROLL SUMMARY | 105.32 | |
| JAN 2020 | | PI2005 | 038578 | 00 | 01/29/2020 | 001-1013-432.20-99 | BLANKET PURCHASE ORDER | 100.00 | |
| JAN 2020 | | PI2006 | 038578 | 00 | 01/29/2020 | 001-1206-422.20-91 | BLANKET PURCHASE ORDER | 98.01 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0003074 | 00 | JACKSON SERVICES INC | | | | | | | |
| JAN 2020 | | PI2007 | 038578 | 00 | 01/29/2020 | 001-1209-421.20-91 | BLANKET PURCHASE ORDER | 189.00 | |
| JAN 2020 | | PI2008 | 038578 | 00 | 01/29/2020 | 001-2027-452.20-99 | BLANKET PURCHASE ORDER | 157.78 | |
| JAN 2020 | | PI2009 | 038578 | 00 | 01/29/2020 | 001-2031-455.20-99 | BLANKET PURCHASE ORDER | 114.84 | |
| JAN 2020 | | PI2010 | 038578 | 00 | 01/29/2020 | 012-2025-431.20-99 | BLANKET PURCHASE ORDER | 208.46 | |
| | | | | | | | VENDOR TOTAL * | 973.41 | |
| 0006935 | 00 | JMN CONSTRUCTION LLC | | | | | | | |
| 284 | | PI1914 | 039153 | 00 | 01/29/2020 | 001-1013-432.20-70 | FIELD PURCHASE ORDER | 800.00 | |
| | | | | | | | VENDOR TOTAL * | 800.00 | |
| 0004708 | 00 | KENCO LEASING COMPANY | | | | | | | |
| 030021 | | PI1878 | 038643 | 00 | 01/29/2020 | 001-1209-421.20-70 | GENERAL | 300.00 | |
| | | | | | | | VENDOR TOTAL * | 300.00 | |
| 0002898 | 00 | LARSEN INTERNATIONAL | | | | | | | |
| C92381 | | PI1915 | 039162 | 00 | 01/29/2020 | 001-1206-422.20-60 | GENERAL | 51.87 | |
| C92381 | | PI1916 | 039162 | 00 | 01/29/2020 | 001-1206-422.30-63 | GENERAL | 307.69 | |
| C92383 | | PI1917 | 039163 | 00 | 01/29/2020 | 001-1206-422.20-60 | GENERAL | 400.72 | |
| C92383 | | PI1918 | 039163 | 00 | 01/29/2020 | 001-1206-422.30-63 | GENERAL | 829.11 | |
| T91075 | | PI1939 | 038557 | 00 | 01/29/2020 | 001-1206-422.30-63 | BLANKET PURCHASE ORDER | 14.75 | |
| | | | | | | | VENDOR TOTAL * | 1,604.14 | |
| 0003043 | 00 | LEAGUE OF NEBRASKA MUNICIPALITIES | | | | | | | |
| 011520/NEWTON | | PI1909 | 039139 | 00 | 01/29/2020 | 001-1002-415.20-13 | BLANKET PURCHASE ORDER | 377.00 | |
| | | | | | | | VENDOR TOTAL * | 377.00 | |
| 0006952 | 00 | MACQUEEN EQUIPMENT LLC | | | | | | | |
| P05293 | | PI2034 | 039037 | 00 | 01/29/2020 | 012-2025-431.30-56 | FIELD PURCHASE ORDER | 3,042.42 | |
| P05296 | | PI2035 | 039037 | 00 | 01/29/2020 | 012-2025-431.30-56 | FIELD PURCHASE ORDER | 4,876.88 | |
| | | | | | | | VENDOR TOTAL * | 7,919.30 | |
| 0006212 | 00 | MATHESON TRI-GAS INC | | | | | | | |
| 21005276 | | PI1855 | 038558 | 00 | 01/29/2020 | 001-1206-422.30-32 | BLANKET PURCHASE ORDER | 92.98 | |
| 21033447 | | PI1857 | 038558 | 00 | 01/29/2020 | 001-1206-422.30-32 | BLANKET PURCHASE ORDER | 44.41 | |
| 21033409 | | PI1856 | 038558 | 00 | 01/29/2020 | 012-2025-431.30-64 | BLANKET PURCHASE ORDER | 69.67 | |
| | | | | | | | VENDOR TOTAL * | 207.06 | |
| 0006184 | 00 | MAX D SIGNS LLC | | | | | | | |
| 20-0041 | | PI1902 | 039109 | 00 | 01/29/2020 | 001-1209-421.30-35 | GENERAL | 60.00 | |
| 20-0058 | | PI1873 | 038590 | 00 | 01/29/2020 | 001-2029-451.30-35 | BLANKET PURCHASE ORDER | 60.00 | |
| | | | | | | | VENDOR TOTAL * | 120.00 | |
| 0001469 | 00 | MCGRATH NORTH MULLIN & KRATZ PC LLO | | | | | | | |
| 543254 | | PI1850 | 036677 | 00 | 01/29/2020 | 001-1016-412.20-34 | BLANKET PURCHASE ORDER | 108.00 | |
| 543254 | | PI1851 | 036677 | 00 | 01/29/2020 | 001-1016-412.20-34 | BLANKET PURCHASE ORDER | 108.00 | |
| | | | | | | | VENDOR TOTAL * | 216.00 | |
| 0006523 | 00 | MCKESSON MEDICAL-SURGICAL | | | | | | | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0006523 | 00 | MCKESSON MEDICAL-SURGICAL | | | | | | | |
| 73652011 | | PI1972 | 038683 | 00 | 01/29/2020 | 001-1206-422.30-33 | GENERAL | 153.14 | |
| | | | | | | | VENDOR TOTAL * | 153.14 | |
| 0006883 | 00 | MCKESSON MEDICAL-SURGICAL GOVERMENT | | | | | | | |
| 72822939 | | PI1894 | 039082 | 00 | 01/29/2020 | 001-1206-422.30-33 | GENERAL | 180.52 | |
| 73092893 | | PI1895 | 039082 | 00 | 01/29/2020 | 001-1206-422.30-33 | GENERAL | 146.11 | |
| | | | | | | | VENDOR TOTAL * | 326.63 | |
| 0001229 | 00 | MENARDS - FREMONT | | | | | | | |
| 86415 | | PI1863 | 038560 | 00 | 01/29/2020 | 001-1013-432.30-79 | BLANKET PURCHASE ORDER | 4.30 | |
| 86264 | | PI1862 | 038560 | 00 | 01/29/2020 | 001-1206-422.30-56 | BLANKET PURCHASE ORDER | 21.84 | |
| 86265 | | PI1940 | | 00 | 01/29/2020 | 001-1305-430.30-79 | BLANKET PURCHASE ORDER | 89.99 | |
| 86149 | | PI1859 | 038560 | 00 | 01/29/2020 | 001-2026-451.30-49 | BLANKET PURCHASE ORDER | 229.32 | |
| 85901 | | PI1858 | 038560 | 00 | 01/29/2020 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 25.97 | |
| 86167 | | PI1860 | 038560 | 00 | 01/29/2020 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 183.96 | |
| 86242 | | PI1861 | 038560 | 00 | 01/29/2020 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 129.00 | |
| 85934 | | PI1903 | 039111 | 00 | 01/29/2020 | 001-2027-452.30-48 | GENERAL | 539.94 | |
| 86522 | | PI1941 | 038560 | 00 | 01/29/2020 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 35.66 | |
| 86532 | | PI1942 | 038560 | 00 | 01/29/2020 | 001-2027-452.30-48 | BLANKET PURCHASE ORDER | 100.97 | |
| 86717 | | PI1943 | 038560 | 00 | 01/29/2020 | 001-2027-452.30-49 | BLANKET PURCHASE ORDER | 94.60 | |
| | | | | | | | VENDOR TOTAL * | 1,455.55 | |
| 0002074 | 00 | MIDWEST SERVICE & SALES CO | | | | | | | |
| 0027663 | | PI1885 | 038832 | 00 | 01/29/2020 | 012-2025-431.30-63 | FIELD PURCHASE ORDER | 457.60 | |
| | | | | | | | VENDOR TOTAL * | 457.60 | |
| 0004095 | 00 | MIDWEST TAPE | | | | | | | |
| 98389840 | | PI2014 | 038654 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 6.99 | |
| 98389841 | | PI2015 | 038654 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 84.98 | |
| 98389842 | | PI2016 | 038654 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 79.98 | |
| 98389843 | | PI2017 | 038654 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 11.99 | |
| 98412170 | | PI2018 | 038654 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 46.98 | |
| 98412171 | | PI2019 | 038654 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 54.96 | |
| 98412172 | | PI2020 | 038654 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 49.98 | |
| 98426084 | | PI2021 | 038654 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 13.99 | |
| 98426086 | | PI2022 | 038654 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 29.99 | |
| 98426087 | | PI2023 | 038654 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 29.99 | |
| | | | | | | | VENDOR TOTAL * | 409.83 | |
| 0006422 | 00 | MORROW & ASSOCIATES INC | | | | | | | |
| 100X7405 | | PI1913 | 039152 | 00 | 01/29/2020 | 001-1209-421.20-99 | GENERAL | 4,500.00 | |
| | | | | | | | VENDOR TOTAL * | 4,500.00 | |
| 0006911 | 00 | MUNICODE | | | | | | | |
| 00338593 | | PI1888 | 039000 | 00 | 01/29/2020 | 001-1003-415.20-65 | BLANKET PURCHASE ORDER | 2,400.00 | |
| | | | | | | | VENDOR TOTAL * | 2,400.00 | |
| 0003635 | 00 | NEBRASKA ARBORISTS ASSOCIATION | | | | | | | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0003635 | 00 | NEBRASKA ARBORISTS ASSOCIATION | | | | | | | |
| 968 | | PI2048 | 039169 | 00 | 01/29/2020 | 001-2027-452.20-93 | GENERAL | 75.00 | |
| | | | | | | | VENDOR TOTAL * | 75.00 | |
| 0005638 | 00 | NEBRASKA DEPARTMENT OF AGRICULTURE | | | | | | | |
| 911158/2020 | | PI2050 | 039174 | 00 | 01/29/2020 | 029-2034-466.20-99 | GENERAL | 99.68 | |
| | | | | | | | VENDOR TOTAL * | 99.68 | |
| 0003340 | 00 | NEBRASKA DEPT OF AERONAUTICS | | | | | | | |
| 1200874 | | PI2028 | 038754 | 00 | 01/29/2020 | 029-2034-466.20-99 | BLANKET PURCHASE ORDER | EFT: | 1,231.44 |
| | | | | | | | VENDOR TOTAL * | .00 | 1,231.44 |
| 0003368 | 00 | NEBRASKA LIBRARY COMMISSION | | | | | | | |
| 29792 | | PI2032 | 038989 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 1,362.40 | |
| | | | | | | | VENDOR TOTAL * | 1,362.40 | |
| 0006776 | 00 | NEBRASKA SIGN & COVER IT | | | | | | | |
| 2187 | | PI1874 | 038591 | 00 | 01/29/2020 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 105.00 | |
| 2220 | | PI1875 | 038591 | 00 | 01/29/2020 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 45.00 | |
| | | | | | | | VENDOR TOTAL * | 150.00 | |
| 0001473 | 00 | NMC EXCHANGE LLC | | | | | | | |
| CUI744387 | | PI1893 | 039080 | 00 | 01/29/2020 | 012-2025-431.30-56 | FIELD PURCHASE ORDER | 50.44 | |
| | | | | | | | VENDOR TOTAL * | 50.44 | |
| 0001020 | 00 | O'REILLY AUTOMOTIVE INC | | | | | | | |
| 0397-276608 | | PI1172 | 038562 | 00 | 01/29/2020 | 001-1004-424.30-63 | BLANKET PURCHASE ORDER | 569.30- | |
| 0397-282963 | | PI1174 | 038562 | 00 | 01/29/2020 | 001-1004-424.30-63 | BLANKET PURCHASE ORDER | 11.10 | |
| 0397-286411 | | PI1478 | 038562 | 00 | 01/29/2020 | 001-1206-422.30-63 | BLANKET PURCHASE ORDER | 144.64 | |
| 0397-288685 | | PI1593 | 038562 | 00 | 01/29/2020 | 001-1206-422.30-63 | BLANKET PURCHASE ORDER | 22.09 | |
| 0397-289464 | | PI1700 | 038562 | 00 | 01/29/2020 | 001-1206-422.30-63 | BLANKET PURCHASE ORDER | 45.22 | |
| 0397-290069 | | PI1701 | 038562 | 00 | 01/29/2020 | 001-1206-422.30-63 | BLANKET PURCHASE ORDER | 43.96 | |
| 0397-283207 | | PI1175 | 038562 | 00 | 01/29/2020 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 37.53 | |
| 0397-284841 | | PI1476 | 038562 | 00 | 01/29/2020 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 13.74 | |
| 0397-282977 | | PI1520 | 038562 | 00 | 01/29/2020 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 77.00- | |
| 0397-286847 | | PI1521 | 038562 | 00 | 01/29/2020 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 35.88 | |
| 0397-287454 | | PI1523 | 038562 | 00 | 01/29/2020 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 60.00 | |
| 0397-287795 | | PI1524 | 038562 | 00 | 01/29/2020 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 31.44 | |
| 0397-287896 | | PI1525 | 038562 | 00 | 01/29/2020 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 31.96 | |
| 0397-289081 | | PI1699 | 038562 | 00 | 01/29/2020 | 001-1209-421.30-63 | BLANKET PURCHASE ORDER | 33.10 | |
| 0397-281789 | | PI1173 | 038562 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 10.32 | |
| 0397-283297 | | PI1176 | 038562 | 00 | 01/29/2020 | 012-2025-431.30-33 | BLANKET PURCHASE ORDER | 14.99 | |
| 0397-284841 | | PI1477 | 038562 | 00 | 01/29/2020 | 012-2025-431.30-32 | BLANKET PURCHASE ORDER | 31.13 | |
| 0397-286847 | | PI1522 | 038562 | 00 | 01/29/2020 | 012-2025-431.30-44 | BLANKET PURCHASE ORDER | 27.99 | |
| 0397-287896 | | PI1526 | 038562 | 00 | 01/29/2020 | 012-2025-431.30-33 | BLANKET PURCHASE ORDER | 9.57 | |
| 0397-290876 | | PI1864 | 038562 | 00 | 01/29/2020 | 012-2025-431.30-79 | BLANKET PURCHASE ORDER | 20.54 | |
| 0397-291434 | | PI1865 | 038562 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 177.53 | |
| 0397-291941 | | PI1990 | 038562 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 16.19 | |
| 0397-292178 | | PI1991 | 038562 | 00 | 01/29/2020 | 012-2025-431.30-63 | BLANKET PURCHASE ORDER | 21.22 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0001020 | 00 | O'REILLY AUTOMOTIVE INC | | | | | | | |
| | | | | | | | VENDOR TOTAL * | 193.84 | |
| 0002888 | 00 | OFFICENET | | | | | | | |
| 932314-0 | | PI1900 | 039101 | 00 | 01/29/2020 | 001-1206-422.30-31 | GENERAL | 25.83 | |
| 932964-0 | | PI2041 | 039133 | 00 | 01/29/2020 | 001-2027-452.30-31 | GENERAL | 28.49 | |
| 932964-0 | | PI2042 | 039133 | 00 | 01/29/2020 | 001-2029-451.30-31 | GENERAL | 399.94 | |
| 932287-0 | | PI1901 | 039106 | 00 | 01/29/2020 | 001-2031-455.30-31 | GENERAL | 59.43 | |
| | | | | | | | VENDOR TOTAL * | 513.69 | |
| 0006450 | 00 | PAUL BARTELS TRUCKING CO INC | | | | | | | |
| 10664 | | PI1831 | 038747 | 00 | 01/29/2020 | 012-2025-431.30-32 | FIELD PURCHASE ORDER | 1,677.72 | |
| | | | | | | | VENDOR TOTAL * | 1,677.72 | |
| 0006484 | 00 | PEST-TROL SERVICES LLC | | | | | | | |
| 2784 | | PI2012 | 038588 | 00 | 01/29/2020 | 012-2025-431.20-99 | BLANKET PURCHASE ORDER | 90.00 | |
| 2781 | | PI2011 | 038588 | 00 | 01/29/2020 | 029-2034-466.20-99 | BLANKET PURCHASE ORDER | 75.00 | |
| | | | | | | | VENDOR TOTAL * | 165.00 | |
| 0006436 | 00 | PINNACLE BANK - VISA | | | | | | | |
| BIGGS/010920 | | PI1907 | 039138 | 00 | 01/29/2020 | 001-2031-455.20-13 | GENERAL | 492.96 | |
| 010920/BIGGS L | | PI1908 | 039138 | 00 | 01/29/2020 | 001-2031-455.20-13 | GENERAL | 450.00 | |
| 01092020/SONIA | | PI1910 | 039140 | 00 | 01/29/2020 | 001-2031-455.20-13 | GENERAL | 38.00 | |
| | | | | | | | VENDOR TOTAL * | 980.96 | |
| 0005144 | 00 | PITNEY BOWES GLOBAL FINANCIAL SERV | | | | | | | |
| 3310377429 | | PI2024 | 038657 | 00 | 01/29/2020 | 001-2031-455.20-70 | GENERAL | 147.57 | |
| | | | | | | | VENDOR TOTAL * | 147.57 | |
| 0005545 | 00 | PLATTE MECHANICAL INC | | | | | | | |
| 25552 | | PI1889 | 039073 | 00 | 01/29/2020 | 029-2034-466.20-60 | FIELD PURCHASE ORDER | 247.50 | |
| 25552 | | PI1890 | 039073 | 00 | 01/29/2020 | 029-2034-466.30-49 | FIELD PURCHASE ORDER | 377.80 | |
| | | | | | | | VENDOR TOTAL * | 625.30 | |
| 0002919 | 00 | PLATTE VALLEY EQUIPMENT LLC | | | | | | | |
| 2206276 | | PI1866 | 038563 | 00 | 01/29/2020 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 167.36 | |
| 2209819 | | PI1867 | 038563 | 00 | 01/29/2020 | 001-2027-452.30-63 | BLANKET PURCHASE ORDER | 286.68 | |
| | | | | | | | VENDOR TOTAL * | 454.04 | |
| 0003747 | 00 | POLICE CHIEFS ASSN OF NEBRASKA | | | | | | | |
| 2020 DUES | | PI1912 | 039149 | 00 | 01/29/2020 | 001-1209-421.20-93 | GENERAL | 50.00 | |
| | | | | | | | VENDOR TOTAL * | 50.00 | |
| 0006211 | 00 | PRAIRIE MECHANICAL CORP | | | | | | | |
| 43276 | | PI2036 | 039060 | 00 | 01/29/2020 | 001-2031-455.20-60 | GENERAL | 315.00 | |
| 43380 | | PI2037 | 039061 | 00 | 01/29/2020 | 001-2031-455.20-60 | GENERAL | 420.00 | |
| 43380 | | PI2038 | 039061 | 00 | 01/29/2020 | 001-2031-455.30-49 | GENERAL | 41.98 | |
| | | | | | | | VENDOR TOTAL * | 776.98 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0006199 | 00 | PREMIER STAFFING INC | | | | | | | |
| 14365 | | PI1877 | 038616 | 00 | 01/29/2020 | 001-2024-416.20-99 | BLANKET PURCHASE ORDER | 688.20 | |
| 14395 | | PI2013 | 038616 | 00 | 01/29/2020 | 001-2024-416.20-99 | BLANKET PURCHASE ORDER | 880.67 | |
| | | | | | | | VENDOR TOTAL * | 1,568.87 | |
| 0005503 | 00 | PUBLIC AGENCY TRAINING COUNCIL | | | | | | | |
| 245488 | | PI1904 | 039116 | 00 | 01/29/2020 | 001-1209-421.20-13 | GENERAL | 350.00 | |
| | | | | | | | VENDOR TOTAL * | 350.00 | |
| 0006962 | 00 | QUICK MED CLAIMS LLC | | | | | | | |
| 16612 | | PI2046 | 039158 | 00 | 01/29/2020 | 001-1206-422.20-99 | GENERAL | 4,500.00 | |
| | | | | | | | VENDOR TOTAL * | 4,500.00 | |
| 0004096 | 00 | QUINN, JEFF | | | | | | | |
| 01082020 | | PI1906 | 039127 | 00 | 01/29/2020 | 001-2029-451.20-99 | GENERAL | 175.00 | |
| | | | | | | | VENDOR TOTAL * | 175.00 | |
| 0002876 | 00 | RAWHIDE CHEMOIL INC | | | | | | | |
| 777425 | | PI2049 | 039171 | 00 | 01/29/2020 | 001-1206-422.30-44 | GENERAL | 937.35 | |
| | | | | | | | VENDOR TOTAL * | 937.35 | |
| 0006845 | 00 | ROCKY MOUNTAIN RESERVE LLC | | | | | | | |
| 2199291 | | PI1883 | 038827 | 00 | 01/29/2020 | 060-0660-442.70-03 | BLANKET PURCHASE ORDER | EFT: | 117.12 |
| 2199291 | | PI1884 | 038827 | 00 | 01/29/2020 | 060-0660-444.70-03 | BLANKET PURCHASE ORDER | EFT: | 393.80 |
| | | | | | | | VENDOR TOTAL * | .00 | 510.92 |
| 0006576 | 00 | ROYL KENNELS LLC | | | | | | | |
| 1237 | | PI2039 | 039093 | 00 | 01/29/2020 | 001-1209-421.20-99 | GENERAL | 12.00 | |
| | | | | | | | VENDOR TOTAL * | 12.00 | |
| 0005088 | 00 | RT PRINTING LLC | | | | | | | |
| 1326 | | PI2047 | 039165 | 00 | 01/29/2020 | 001-1305-430.20-93 | GENERAL | 50.00 | |
| | | | | | | | VENDOR TOTAL * | 50.00 | |
| 0006713 | 00 | SANDRY FIRE SUPPLY LLC | | | | | | | |
| INV-008853 | | PI1887 | 038998 | 00 | 01/29/2020 | 001-1206-422.30-56 | GENERAL | 102.00 | |
| | | | | | | | VENDOR TOTAL * | 102.00 | |
| 0001304 | 00 | SAWYER CONSTRUCTION CO | | | | | | | |
| 1903 | | PI1880 | 038760 | 00 | 01/29/2020 | 029-2034-466.20-95 | FIELD PURCHASE ORDER | 630.00 | |
| | | | | | | | VENDOR TOTAL * | 630.00 | |
| 0003037 | 00 | SCHEMMER ASSOCIATES INC | | | | | | | |
| 07509-001-11 | | PI1985 | 037781 | 00 | 01/29/2020 | 001-2026-451.40-13 | GENERAL | 2,078.70 | |
| | | | | | | | VENDOR TOTAL * | 2,078.70 | |
| 0006828 | 00 | SHORT LOAD CONCRETE LLC | | | | | | | |
| 070319 | | PI2025 | 038682 | 00 | 01/29/2020 | 001-2027-452.30-69 | GENERAL | 125.00 | |
| | | | | | | | VENDOR TOTAL * | 125.00 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 9999999 | 00 | STANEK, LEANN | | | | | | | |
| 173634 STANEK | | 000172 | | 00 | 01/29/2020 | 001-0000-202.04-00 | LEANN STANEK/CF MTG RM | 100.00 | |
| | | | | | | | VENDOR TOTAL * | 100.00 | |
| 9999999 | 00 | STATE OF NEBRASKA | | | | | | | |
| 010320 DENARR | | 000171 | | 00 | 01/29/2020 | 001-1206-342.02-00 | MULTIPLE/AMB REFUND | 377.35 | |
| | | | | | | | VENDOR TOTAL * | 377.35 | |
| 0004477 | 00 | SUTTON AUTOMOTIVE LLC | | | | | | | |
| 10719-01 | | PI2026 | 038692 | 00 | 01/29/2020 | 001-2027-452.20-60 | GENERAL | 535.00 | |
| 10719-01 | | PI2027 | 038692 | 00 | 01/29/2020 | 001-2027-452.30-63 | GENERAL | 451.40 | |
| | | | | | | | VENDOR TOTAL * | 986.40 | |
| 0006223 | 00 | T SQUARE SUPPLY LLC | | | | | | | |
| 26223 | | PI2051 | 039182 | 00 | 01/29/2020 | 001-2026-451.20-99 | GENERAL | 36.00 | |
| 26223 | | PI2052 | 039182 | 00 | 01/29/2020 | 001-2026-451.30-79 | GENERAL | 404.00 | |
| 26218 | | PI1992 | 038568 | 00 | 01/29/2020 | 001-2027-452.30-79 | BLANKET PURCHASE ORDER | 59.57 | |
| 26221 | | PI1996 | 038568 | 00 | 01/29/2020 | 001-2027-452.30-64 | BLANKET PURCHASE ORDER | 6.16 | |
| 26225 | | PI1999 | 038568 | 00 | 01/29/2020 | 001-2027-452.20-99 | BLANKET PURCHASE ORDER | 16.00 | |
| 26225 | | PI2000 | 038568 | 00 | 01/29/2020 | 001-2027-452.30-79 | BLANKET PURCHASE ORDER | 14.00 | |
| 26226 | | PI2001 | 038568 | 00 | 01/29/2020 | 001-2027-452.20-99 | BLANKET PURCHASE ORDER | 15.00 | |
| 26226 | | PI2002 | 038568 | 00 | 01/29/2020 | 001-2027-452.30-79 | BLANKET PURCHASE ORDER | 186.50 | |
| 26220 | | PI1994 | 038568 | 00 | 01/29/2020 | 001-2028-451.20-99 | BLANKET PURCHASE ORDER | 16.00 | |
| 26220 | | PI1995 | 038568 | 00 | 01/29/2020 | 001-2028-451.30-79 | BLANKET PURCHASE ORDER | 7.00 | |
| 26263 | | PI2003 | 038568 | 00 | 01/29/2020 | 001-2029-451.30-79 | BLANKET PURCHASE ORDER | 3.50 | |
| 26224 | | PI1997 | 038568 | 00 | 01/29/2020 | 001-2030-451.20-99 | BLANKET PURCHASE ORDER | 36.00 | |
| 26224 | | PI1998 | 038568 | 00 | 01/29/2020 | 001-2030-451.30-79 | BLANKET PURCHASE ORDER | 111.50 | |
| 26219 | | PI1993 | 038568 | 00 | 01/29/2020 | 001-2042-440.30-79 | BLANKET PURCHASE ORDER | 7.00 | |
| | | | | | | | VENDOR TOTAL * | 918.23 | |
| 0006063 | 00 | TITAN MACHINERY INC (VICTORS) | | | | | | | |
| 13493573 | | PI2004 | 038570 | 00 | 01/29/2020 | 012-2025-431.30-56 | BLANKET PURCHASE ORDER | 275.45 | |
| | | | | | | | VENDOR TOTAL * | 275.45 | |
| 0006676 | 00 | TOTAL FIRE & SECURITY INC | | | | | | | |
| 9028 | | PI2029 | 038894 | 00 | 01/29/2020 | 001-2031-455.20-99 | GENERAL | 220.00 | |
| 9028 | | PI2030 | 038894 | 00 | 01/29/2020 | 001-2031-455.30-49 | GENERAL | 92.00 | |
| | | | | | | | VENDOR TOTAL * | 312.00 | |
| 0005179 | 00 | TRACTOR SUPPLY CREDIT PLAN | | | | | | | |
| 358534 | | PI1868 | 038571 | 00 | 01/29/2020 | 001-1209-421.30-31 | BLANKET PURCHASE ORDER | 25.50 | |
| 358568 | | PI1869 | 038571 | 00 | 01/29/2020 | 001-1209-421.30-31 | BLANKET PURCHASE ORDER | 25.50- | |
| 358569 | | PI1870 | 038571 | 00 | 01/29/2020 | 001-1209-421.30-31 | BLANKET PURCHASE ORDER | 51.00 | |
| | | | | | | | VENDOR TOTAL * | 51.00 | |
| 0006707 | 00 | TRISTAR RISK MANAGEMENT | | | | | | | |
| 99112 | | PI1911 | 039143 | 00 | 01/29/2020 | 061-0661-441.10-26 | BLANKET PURCHASE ORDER | 4,750.00 | |
| | | | | | | | VENDOR TOTAL * | 4,750.00 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0006946 | 00 | TYMCO INC | | | | | | | |
| 244346 | | PI1879 | 038732 | 00 | 01/29/2020 | 012-2025-431.40-50 | FIELD PURCHASE ORDER | 244,270.00 | |
| | | | | | | | VENDOR TOTAL * | 244,270.00 | |
| 0003951 | 00 | WORLD BOOK INC | | | | | | | |
| 0001605045 | | PI2033 | 038990 | 00 | 01/29/2020 | 001-2031-455.30-51 | GENERAL | 1,821.00 | |
| | | | | | | | VENDOR TOTAL * | 1,821.00 | |
| 0002387 | 00 | ZOLL MEDICAL CORPORATION | | | | | | | |
| 2991747 | | PI1897 | 039099 | 00 | 01/29/2020 | 001-1206-422.30-33 | GENERAL | 1,617.00 | |
| 2993123 | | PI1898 | 039099 | 00 | 01/29/2020 | 001-1206-422.30-33 | GENERAL | 420.00 | |
| 2993777 | | PI1899 | 039099 | 00 | 01/29/2020 | 001-1206-422.30-33 | GENERAL | 301.75 | |
| | | | | | | | VENDOR TOTAL * | 2,338.75 | |
| | | | | 00 | General Fund | | BANK TOTAL * | 322,994.40 | 52,750.78 |

Vac type sweeper
CCR 2019-207

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0006646 | 00 | BKD LLP | | | | | | | |
| BK01145897 | | PI1962 | 038603 | 04 | 01/29/2020 | 020-2066-490.60-12 | BLANKET PURCHASE ORDER | 1,650.00 | |
| | | | | | | | VENDOR TOTAL * | 1,650.00 | |
| 0003400 | 00 | VILLAGE OF INGLEWOOD | | | | | | | |
| DEC 2019 | | PI1876 | 038605 | 04 | 01/29/2020 | 020-2066-490.60-15 | FIELD PURCHASE ORDER | 2,607.45 | |
| | | | | | | | VENDOR TOTAL * | 2,607.45 | |
| | | | | 04 | Keno Fund | | BANK TOTAL * | 4,257.45 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0003608 | 00 | NORTHEAST NEBR ECONOMIC DEV DIST | | | | | | | |
| 20684 | | PI1983 | 036236 | 08 | 01/29/2020 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 150.00 | |
| 20703 | | PI1984 | 037651 | 08 | 01/29/2020 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 360.00 | |
| 20643 | | PI2031 | 038942 | 08 | 01/29/2020 | 031-0782-465.20-99 | BLANKET PURCHASE ORDER | 15.00 | |
| | | | | | | | VENDOR TOTAL * | 525.00 | |
| | | | | 08 | CDBG Clearing | | BANK TOTAL * | 525.00 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0005808 | 00 | CENTURYLINK | | | | | | | |
| 101009722 | | PI1976 | 039113 | 09 | 01/29/2020 | 033-0789-421.20-65 | BLANKET PURCHASE ORDER | 2,756.05 | |
| 101009722 | | PI1977 | 039113 | 09 | 01/29/2020 | 033-0789-421.20-65 | BLANKET PURCHASE ORDER | 13,456.02 | |
| | | | | | | | VENDOR TOTAL * | 16,212.07 | |
| 0002675 | 00 | CENTURYLINK (QWEST) | | | | | | | |
| 402D250400 | 0120 | PI1974 | 038728 | 09 | 01/29/2020 | 033-0789-421.20-12 | BLANKET PURCHASE ORDER | 784.19 | |
| | | | | | | | VENDOR TOTAL * | 784.19 | |
| 0004039 | 00 | NATL EMERGENCY NUMBER ASSN | | | | | | | |
| 300049062 | | PI2040 | 039132 | 09 | 01/29/2020 | 033-0789-421.20-93 | BLANKET PURCHASE ORDER | 142.00 | |
| | | | | | | | VENDOR TOTAL * | 142.00 | |
| 0003745 | 00 | NESCA | | | | | | | |
| 2020 FERGUSON J | | PI2043 | 039135 | 09 | 01/29/2020 | 033-0789-421.20-93 | BLANKET PURCHASE ORDER | 15.00 | |
| 2020 TRENT S | | PI2044 | 039135 | 09 | 01/29/2020 | 033-0789-421.20-93 | BLANKET PURCHASE ORDER | 15.00 | |
| 2020 WRIGHT D | | PI2045 | 039135 | 09 | 01/29/2020 | 033-0789-421.20-93 | BLANKET PURCHASE ORDER | 15.00 | |
| | | | | | | | VENDOR TOTAL * | 45.00 | |
| | | | | 09 | E911 | | BANK TOTAL * | 17,183.26 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0003608 | 00 | NORTHEAST NEBR ECONOMIC DEV DIST | | | | | | | |
| 20718 | | PI1982 | 033757 | 32 | 01/29/2020 | 032-0787-490.20-99 | BLANKET PURCHASE ORDER | 90.00 | |
| | | | | | | | VENDOR TOTAL * | 90.00 | |
| | | | | 32 | CDBG Revolving Loan account | | BANK TOTAL * | 90.00 | |
| | | | | | | | EFT/EPAY TOTAL *** | | 52,750.78 |
| | | | | | | | TOTAL EXPENDITURES **** | 345,050.11 | 52,750.78 |
| | | | | | | | GRAND TOTAL ********** | | 397,800.89 |

PREPARED 01/24/2020 11:08:55 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 01242020 SHEETSJ

PAYMENT TYPES

| | |
|---|---|
| Checks | Y |
| EFTs | Y |
| ePayables | Y |

VOUCHER SELECTION CRITERIA

| | |
|---|---|
| Voucher/discount due date | 01/29/2020 |
| All banks | A |

REPORT SEQUENCE OPTIONS:

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

This report is by: Bank/Vendor

| | |
|---|---|
| Process by bank code? (Y,N) | Y |
| Print reports in vendor name sequence? (Y,N) | Y |
| Calendar year for 1099 withholding | 2020 |
| Disbursement year/per | 2020/04 |
| Payment date | 01/29/2020 |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0006436 | 00 | PINNACLE BANK - VISA | | | | | | | |
| 282871 A | | PI2053 | 038769 | 00 | 01/29/2020 | 001-1206-422.20-13 | GENERAL | 2,742.16 | |
| | | | | | | | VENDOR TOTAL * | 2,742.16 | |
| | | | | 00 | General Fund | | BANK TOTAL * | 2,742.16 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0003370 | 00 | BLUE CROSS BLUE SHIELD OF NEBRASKA | | | | | | | |
| 01/24/20 | | MANUAL000173 | | 01 | 01/24/2020 | 060-0660-442.70-01 | 01/17/20-01/21/20 | CHECK #: 101283 | 46,179.47 |
| 01/24/20 | | MANUAL000174 | | 01 | 01/24/2020 | 060-0660-443.70-01 | 01/17/20-01/21/20 | CHECK #: 101283 | 2,743.75 |
| | | | | | | | VENDOR TOTAL * | .00 | 48,923.22 |
| | | | | 01 | Employee Benefits | | BANK TOTAL * | .00 | 48,923.22 |
| | | | | | | | HAND ISSUED TOTAL *** | | 48,923.22 |
| | | | | | | | TOTAL EXPENDITURES **** | 2,742.16 | 48,923.22 |
| | | | | | | | GRAND TOTAL ********** | | 51,665.38 |

PREPARED 01/13/2020 8:36:49 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 01132020 ANDERSEND

PAYMENT TYPES

| | |
|---|---|
| Checks | Y |
| EFTs | Y |
| ePayables | Y |

VOUCHER SELECTION CRITERIA

| | |
|---|---|
| Voucher/discount due date | 01/13/2020 |
| All banks | A |

REPORT SEQUENCE OPTIONS:

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

This report is by: Vendor

| | |
|---|---|
| Process by bank code? (Y,N) | Y |
| Print reports in vendor name sequence? (Y,N) | Y |
| Calendar year for 1099 withholding | 2020 |
| Disbursement year/per | 2020/04 |
| Payment date | 01/13/2020 |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 0003619 | 00 | FIRST NATIONAL BANK FREMONT (TRUST) | | | | | | |
| 76117501 01/20 | | | 00 | 01/13/2020 | 051-5001-927.27-04 | Combined Utility 07-29-14 | EFT: | 655,762.50 |
| 76115901 01/20 | | | 00 | 01/13/2020 | 051-5001-927.27-04 | Combined Utility 08-30-13 | EFT: | 134,135.00 |
| | | | | | | Interest payments on OS Rev Bonds | | |
| | | | | | | VENDOR TOTAL * | .00 | 789,897.50 |
| 0003136 | 00 | NORTHERN NATURAL GAS CO *FNB WIRE* | | | | | | |
| 1033 DEC 2019 | | | 00 | 01/13/2020 | 057-8205-807.50-02 | | 269,395.12 | Natural gas purchase |
| | | | | | | VENDOR TOTAL * | 269,395.12 | |
| 0001912 | 00 | OMAHA PUBLIC POWER DISTRICT | | | | | | |
| 9705968798 1219 | | | 00 | 01/13/2020 | 051-5105-555.50-00 | Dec SPP Transmission Cr | EFT: | 1,320.84- |
| 9705968798 1219 | | | 00 | 01/13/2020 | 051-5305-560.60-76 | Dec 2019 Transmission | EFT: | 6,878.40 |
| | | | | | | VENDOR TOTAL * | .00 | 5,557.56 |
| 0005202 | 00 | PUBLIC ENERGY AUTHORITY OF KY*WIRE* | | | | | | |
| 1912BP2018B | | | 00 | 01/13/2020 | 057-8205-807.50-02 | Dec 2019 2018B | 120,435.00 | Natural gas purchase |
| | | | | | | VENDOR TOTAL * | 120,435.00 | |
| | | | | | | EFT/EPAY TOTAL *** | | 795,455.06 |
| | | | | | | TOTAL EXPENDITURES **** | 389,830.12 | 795,455.06 |
| | | | | | | GRAND TOTAL ********** | | 1,185,285.18 |

PREPARED 01/21/2020 9:53:08 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 01212020 ANDERSEND

PAYMENT TYPES

| | |
|---|---|
| Checks | Y |
| EFTs | Y |
| ePayables | Y |

VOUCHER SELECTION CRITERIA

| | |
|---|---|
| Voucher/discount due date | 01/21/2020 |
| All banks | A |

REPORT SEQUENCE OPTIONS:

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

This report is by: Vendor

| | |
|---|---|
| Process by bank code? (Y,N) | Y |
| Print reports in vendor name sequence? (Y,N) | Y |
| Calendar year for 1099 withholding | 2020 |
| Disbursement year/per | 2020/04 |
| Payment date | 01/21/2020 |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0003109 | 00 | UPS | | | | | | | |
| 5E9752030 | | | | 00 | 01/21/2020 | 051-5001-940.60-79 | 01/11/20 Serv Chrg Share | 15.50 | |
| 5E9752030 | | | | 00 | 01/21/2020 | 051-5001-940.60-79 | 01/11/20 Serv Chrg Share | 15.50 | |
| 5E9752030 | | | | 00 | 01/21/2020 | 051-5001-940.60-79 | 01/18/20 Serv Chrg Share | 7.75 | |
| 5E9752030 | | | | 00 | 01/21/2020 | 051-5001-940.60-79 | 01/18/20 Serv Chrg Share | 7.75 | |
| 5E9752030 | | | | 00 | 01/21/2020 | 051-5001-940.60-79 | City Fire-Centurion/Zoll | 31.09 | |
| 5E9752030 | | | | 00 | 01/21/2020 | 051-5205-580.60-79 | MK Calibration Services | 51.27 | |
| 5E9752030 | | | | 00 | 01/21/2020 | 053-6105-502.50-23 | Water Samples | 86.92 | |
| | | | | | | | VENDOR TOTAL * | 215.78 | |
| | | | | | | | TOTAL EXPENDITURES **** | 215.78 | |
| | | | | | | | GRAND TOTAL ********** | | 215.78 |

PREPARED 01/23/2020 8:25:11 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 01232020 ANDERSEND

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

VOUCHER SELECTION CRITERIA
- Voucher/discount due date . . . . . 01/23/2020
- All banks . . . . . A

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

This report is by: Vendor
- Process by bank code? (Y,N) . . . . . Y
- Print reports in vendor name sequence? (Y,N) . . Y
- Calendar year for 1099 withholding . . . . . 2020
- Disbursement year/per . . . . . 2020/04
- Payment date . . . . . 01/23/2020

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0000584 | 00 | CEI | | | | | | | |
| 20200123 | | PR0123 | | 00 | 01/23/2020 | 051-0000-241.00-00 | PAYROLL SUMMARY | EFT: | 121,330.23 |
| | | | | | | | VENDOR TOTAL * | .00 | 121,330.23 |
| 0001964 | 00 | IBEW LOCAL UNION 1536 | | | | | | | |
| 20200109 | | PR0109 | | 00 | 01/23/2020 | 051-0000-241.00-00 | PAYROLL SUMMARY | 1,868.13 | |
| 20200123 | | PR0123 | | 00 | 01/23/2020 | 051-0000-241.00-00 | PAYROLL SUMMARY | 1,868.13 | |
| | | | | | | | VENDOR TOTAL * | 3,736.26 | |
| 0002999 | 00 | LAUGHLIN TRUSTEE, KATHLEEN A | | | | | | | |
| 20200123 | | PR0123 | | 00 | 01/23/2020 | 051-0000-241.00-00 | PAYROLL SUMMARY | 35.00 | |
| | | | | | | | VENDOR TOTAL * | 35.00 | |
| 0004653 | 00 | NEBRASKA DEPT OF REVENUE-GARNISHMNT | | | | | | | |
| 20200123 | | PR0123 | | 00 | 01/23/2020 | 051-0000-241.00-00 | PAYROLL SUMMARY | 40.00 | |
| | | | | | | | VENDOR TOTAL * | 40.00 | |
| 0004192 | 00 | PAYROLL EFT DEDUCTIONS | | | | | | | |
| 20200123 | | PR0123 | | 00 | 01/23/2020 | 051-0000-241.00-00 | PAYROLL SUMMARY | 175,812.15 | |
| | | | | | | | VENDOR TOTAL * | 175,812.15 | |
| | | | | | | | EFT/EPAY TOTAL *** | | 121,330.23 |
| | | | | | | | TOTAL EXPENDITURES **** | 179,623.41 | 121,330.23 |
| | | | | | | | GRAND TOTAL ********** | | 300,953.64 |

| Account Number | Employee Name | Social Security | Deposit Amount |
|---|---|---|---|

Final Total 283,825.33 Count 176

PREPARED 01/23/2020 11:43:28 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 01232020 ANDERSEND

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

VOUCHER SELECTION CRITERIA
- Voucher/discount due date . . . . . 01/29/2020
- All banks . . . . . A

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

This report is by: Vendor
- Process by bank code? (Y,N) . . . . . Y
- Print reports in vendor name sequence? (Y,N) . . Y
- Calendar year for 1099 withholding . . . . . 2020
- Disbursement year/per . . . . . 2020/04
- Payment date . . . . . 01/29/2020

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0004276 | 00 | AIRGAS USA LLC | | | | | | | |
| 9967133949 | | PI1870 | | 00 | 01/29/2020 | 051-5105-502.60-76 | PO NUM 050164 | EFT: | 1,067.99 |
| 9967133950 | | PI1871 | | 00 | 01/29/2020 | 051-5105-502.60-76 | PO NUM 050164 | EFT: | 53.94 |
| 9096919958 | | PI1951 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052865 | EFT: | 202.50 |
| | | | | | | | VENDOR TOTAL * | .00 | 1,324.43 |
| 0000827 | 00 | ALS LABORATORY GROUP | | | | | | | |
| 515738 | | PI1802 | | 00 | 01/29/2020 | 051-5105-502.60-61 | PO NUM 052738 | 1,080.00 | |
| | | | | | | | VENDOR TOTAL * | 1,080.00 | |
| 0000220 | 00 | AMERICAN SAFETY UTILITY CORP | | | | | | | |
| 401895 | | PI1885 | | 00 | 01/29/2020 | 051-5205-580.60-79 | PO NUM 052851 | 17.31 | |
| 401895 | | PI1886 | | 00 | 01/29/2020 | 051-5205-580.50-35 | PO NUM 052851 | 356.78 | |
| | | | | | | | VENDOR TOTAL * | 374.09 | |
| 0005199 | 00 | APX INC | | | | | | | |
| 10410 | | PI1813 | | 00 | 01/29/2020 | 051-5105-502.50-64 | PO NUM 052892 | EFT: | 179.65 |
| 10508 | | PI1814 | | 00 | 01/29/2020 | 051-5105-502.50-64 | PO NUM 052892 | EFT: | 1,000.00 |
| | | | | | | | VENDOR TOTAL * | .00 | 1,179.65 |
| 0002869 | 00 | AQUA-CHEM INC | | | | | | | |
| 00192676 | | PI1799 | | 00 | 01/29/2020 | 053-6105-502.50-52 | PO NUM 052239 | 2,289.00 | |
| | | | | | | | VENDOR TOTAL * | 2,289.00 | |
| 0002637 | 00 | BABCOCK & WILCOX CO (DIAMOND POWER) | | | | | | | |
| 552587 | | PI1775 | | 00 | 01/29/2020 | 051-0000-153.00-00 | PO NUM 052573 | 4,071.81 | |
| | | | | | | | VENDOR TOTAL * | 4,071.81 | |
| 0003013 | 00 | BARCO MUNICIPAL PRODUCTS INC | | | | | | | |
| IN-235643 | | PI1800 | | 00 | 01/29/2020 | 051-5001-940.50-35 | PO NUM 052575 | 1,712.00 | |
| IN-235643 | | PI1801 | | 00 | 01/29/2020 | 051-5001-940.60-79 | PO NUM 052575 | 107.00 | |
| | | | | | | | VENDOR TOTAL * | 1,819.00 | |
| 9999999 | 00 | BECKLER, VICKI L | | | | | | | |
| 000079837 | | UT | | 00 | 01/29/2020 | 051-0000-143.00-00 | MANUAL CHECK | 145.84 | |
| | | | | | | | VENDOR TOTAL * | 145.84 | |
| 0003545 | 00 | BOMGAARS SUPPLY INC | | | | | | | |
| 16490869 | | PI1785 | | 00 | 01/29/2020 | 051-5001-940.50-35 | PO NUM 052068 | 227.24 | |
| 16497321 | | PI1938 | | 00 | 01/29/2020 | 053-6205-583.50-35 | PO NUM 052068 | 27.46 | |
| | | | | | | | VENDOR TOTAL * | 254.70 | |
| 0002902 | 00 | BORDER STATES / KRIZ-DAVIS | | | | | | | |
| 919234032 | | PI1776 | | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052840 | EFT: | 115.37 |
| 919234030 | | PI1777 | | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052842 | EFT: | 644.78 |
| 919234033 | | PI1780 | | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052862 | EFT: | 890.33 |
| 919238589 | | PI1793 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052078 | EFT: | 48.78 |
| 919237506 | | PI1792 | | 00 | 01/29/2020 | 051-5205-580.50-35 | PO NUM 052078 | EFT: | 57.01 |
| 919245550 | | PI1794 | | 00 | 01/29/2020 | 051-5205-580.50-35 | PO NUM 052078 | EFT: | 37.91 |
| 919246397 | | PI1795 | | 00 | 01/29/2020 | 051-5205-580.50-35 | PO NUM 052078 | EFT: | 39.73 |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0002902 | 00 | BORDER STATES / KRIZ-DAVIS | | | | | | | |
| 919276928 | | PI1920 | | 00 | 01/29/2020 | 051-5205-580.50-35 | PO NUM 052872 | EFT: | 115.87 |
| 919276929 | | PI1952 | | 00 | 01/29/2020 | 051-5205-580.50-35 | PO NUM 052871 | EFT: | 613.18 |
| 919279575 | | PI1898 | | 00 | 01/29/2020 | 055-7105-502.50-35 | PO NUM 052078 | EFT: | 26.40 |
| 919279873 | | PI1899 | | 00 | 01/29/2020 | 055-7105-502.50-35 | PO NUM 052078 | EFT: | 92.25 |
| | | | | | | | VENDOR TOTAL * | .00 | 2,681.61 |
| 0000529 | 00 | BUILD-ALL LLC | | | | | | | |
| 51887 | | PI1811 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052878 | 88.99 | |
| 51887 | | PI1812 | | 00 | 01/29/2020 | 051-5105-502.60-79 | PO NUM 052878 | 23.66 | |
| | | | | | | | VENDOR TOTAL * | 112.65 | |
| 0002836 | 00 | BURNS & MCDONNELL ENGINEERING CO | | | | | | | |
| 118573-3 | | PI1936 | | 00 | 01/29/2020 | 053-6105-502.60-57 | PO NUM 051794 | 2,681.55 | |
| | | | | | | | VENDOR TOTAL * | 2,681.55 | |
| 0004518 | 00 | CAPPEL AUTO SUPPLY INC | | | | | | | |
| 2634-00-011087 | | PI1906 | | 00 | 01/29/2020 | 051-5001-940.50-35 | PO NUM 052100 | 103.26 | |
| 2634-00-011252 | | PI1917 | | 00 | 01/29/2020 | 051-5001-940.50-48 | PO NUM 052860 | 274.95 | |
| 2634-00-011175 | | PI1797 | | 00 | 01/29/2020 | 051-5205-580.50-48 | PO NUM 052100 | 231.67 | |
| 2634-00-011253 | | PI1916 | | 00 | 01/29/2020 | 051-5205-580.50-35 | PO NUM 052859 | 760.24 | |
| | | | | | | | VENDOR TOTAL * | 1,370.12 | |
| 9999999 | 00 | CARROLL, BALLEY M | | | | | | | |
| 000077253 | | UT | | 00 | 01/29/2020 | 051-0000-143.00-00 | MANUAL CHECK | 90.33 | |
| | | | | | | | VENDOR TOTAL * | 90.33 | |
| 0003817 | 00 | CED AUTOMATION OMAHA | | | | | | | |
| 5411-591617 | | PI1804 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052790 | 394.57 | |
| 5411-593019 | | PI1882 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052790 | 1,183.72 | |
| 5411-592792 | | PI1911 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052790 | 789.15 | |
| | | | | | | | VENDOR TOTAL * | 2,367.44 | |
| 0002951 | 00 | CENTRAL STATES GROUP | | | | | | | |
| 1386999-00 | | PI1891 | | 00 | 01/29/2020 | 051-0000-153.00-00 | PO NUM 052823 | 16.66 | |
| 1377021/1383148 | | PI1783 | | 00 | 01/29/2020 | 051-5105-502.60-79 | PO NUM 051758 | 16.01 | |
| 1387113-01 | | PI1807 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052823 | 19.88 | |
| 1387113-00 | | PI1808 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052823 | 249.72 | |
| | | | | | | | VENDOR TOTAL * | 302.27 | |
| 0002675 | 00 | CENTURYLINK | | | | | | | |
| 402D250414 | | PI1942 | 0120 | 00 | 01/29/2020 | 051-5001-922.50-53 | PO NUM 052104 | 588.23 | |
| 402D250415 | | PI1943 | 0120 | 00 | 01/29/2020 | 051-5001-922.50-53 | PO NUM 052104 | 588.23 | |
| 4027272600 | | PI1944 | 0120 | 00 | 01/29/2020 | 051-5001-922.50-53 | PO NUM 052104 | 142.64 | |
| 4027272606 | | PI1945 | 0120 | 00 | 01/29/2020 | 051-5001-922.50-53 | PO NUM 052104 | 416.12 | |
| 4027272654 | | PI1946 | 0120 | 00 | 01/29/2020 | 051-5001-922.50-53 | PO NUM 052104 | 55.83 | |
| | | | | | | | VENDOR TOTAL * | 1,791.05 | |
| 0003615 | 00 | COLE PAPERS INC | | | | | | | |
| 9627294 | | PI1934 | | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052902 | EFT: | 4,069.36 |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 0003615 | 00 | COLE PAPERS INC | | | | | | |
| | | | | | | VENDOR TOTAL * | .00 | 4,069.36 |
| 0005100 | 00 | COTTONWOOD WIND PROJECT LLC | | | | | | |
| 544930 DEC 19 | | | 00 | 01/29/2020 | 051-5105-555.50-00 | Wind energy under PPA | EFT: | 298,057.20 |
| | | | | | | VENDOR TOTAL * | .00 | 298,057.20 |
| 9999999 | 00 | DAVIS, SHARI L | | | | | | |
| 000079257 | | UT | 00 | 01/29/2020 | 051-0000-143.00-00 | MANUAL CHECK | 37.87 | |
| | | | | | | VENDOR TOTAL * | 37.87 | |
| 9999999 | 00 | DELLAMAGGIORA, ALYSSA R | | | | | | |
| 000077993 | | UT | 00 | 01/29/2020 | 051-0000-143.00-00 | MANUAL CHECK | 5.07 | |
| | | | | | | VENDOR TOTAL * | 5.07 | |
| 0002710 | 00 | DOWCO VALVE CO INC | | | | | | |
| 33283 | | PI1872 | 00 | 01/29/2020 | 051-5105-502.60-61 | PO NUM 052126 | EFT: | 882.75 |
| 33283 | | PI1873 | 00 | 01/29/2020 | 051-5105-502.60-61 | PO NUM 052126 | EFT: | 882.75 |
| | | | | | | VENDOR TOTAL * | .00 | 1,765.50 |
| 0002880 | 00 | DUNRITE INC | | | | | | |
| B730230 | | PI1779 | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052854 | 824.52 | |
| | | | | | | VENDOR TOTAL * | 824.52 | |
| 0003091 | 00 | DUTTON-LAINSON CO | | | | | | |
| 812980-1 | | PI1778 | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052847 | EFT: | 1,267.96 |
| S10260-1 | | PI1888 | 00 | 01/29/2020 | 051-0000-156.00-00 | PO NUM 051866 | EFT: | 12,056.76 |
| S12108-1 | | PI1890 | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052726 | EFT: | 871.04 |
| S11114-2 | | PI1929 | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052258 | EFT: | 574.48 |
| S12185-1 | | PI1931 | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052768 | EFT: | 246.53 |
| 813408-1 | | PI1933 | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052898 | EFT: | 173.34 |
| | | | | | | VENDOR TOTAL * | .00 | 15,190.11 |
| 0004605 | 00 | DXP ENTERPRISES INC | | | | | | |
| 51117130 | | PI1892 | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052850 | EFT: | 325.88 |
| | | | | | | VENDOR TOTAL * | .00 | 325.88 |
| 0003087 | 00 | EAKES OFFICE SOLUTIONS | | | | | | |
| 7942812-0 | | PI1893 | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052897 | 203.13 | |
| | | | | | | VENDOR TOTAL * | 203.13 | |
| 0005155 | 00 | EHPV OPERATING GROUP LLC (BIG RED) | | | | | | |
| 011820 KEVIN S | | PI1937 | 00 | 01/29/2020 | 053-6205-583.20-29 | PO NUM 052065 | 15.15 | |
| | | | | | | VENDOR TOTAL * | 15.15 | |
| 0002674 | 00 | ELECTRIC PUMP INC | | | | | | |
| 0885841-IN | | PI1932 | 00 | 01/29/2020 | 051-0000-153.00-00 | PO NUM 052810 | EFT: | 676.76 |
| | | | | | | VENDOR TOTAL * | .00 | 676.76 |
| 0004551 | 00 | ELEMETAL FABRICATION LLC | | | | | | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0004551 | 00 | ELEMETAL FABRICATION LLC | | | | | | | |
| 15450 | | PI1796 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052087 | 17.97 | |
| 15733 | | PI1941 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052087 | 228.67 | |
| 15664 | | PI1902 | | 00 | 01/29/2020 | 057-8205-870.50-48 | PO NUM 052087 | 100.54 | |
| | | | | | | | VENDOR TOTAL * | 347.18 | |
| 0001091 | 00 | EMANUEL PRINTING INC | | | | | | | |
| 14076 | | PI1953 | | 00 | 01/29/2020 | 051-5001-903.50-40 | PO NUM 052883 | 284.62 | |
| | | | | | | | VENDOR TOTAL * | 284.62 | |
| 9999999 | 00 | ERIKSEN CONSTRUCTION | | | | | | | |
| 000076791 | | UT | | 00 | 01/29/2020 | 051-0000-143.00-00 | MANUAL CHECK | 289.70 | |
| | | | | | | | VENDOR TOTAL * | 289.70 | |
| 0002050 | 00 | FASTENAL CO | | | | | | | |
| NEFRE171746 | | PI1786 | | 00 | 01/29/2020 | 051-5001-940.50-35 | PO NUM 052073 | EFT: | 173.73 |
| NEFRE172056 | | PI1788 | | 00 | 01/29/2020 | 051-5001-940.50-35 | PO NUM 052073 | EFT: | 137.89 |
| NEFRE171950 | | PI1787 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052073 | EFT: | 29.28 |
| NEFRE172642 | | PI1939 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052073 | EFT: | 21.19 |
| NEFRE172689 | | PI1940 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052073 | EFT: | 25.28 |
| NEFRE172181 | | PI1789 | | 00 | 01/29/2020 | 051-5205-580.50-35 | PO NUM 052073 | EFT: | 131.55 |
| NEFRE172378 | | PI1790 | | 00 | 01/29/2020 | 057-8205-870.50-35 | PO NUM 052073 | EFT: | 27.11 |
| | | | | | | | VENDOR TOTAL * | .00 | 546.03 |
| 0004993 | 00 | FIKES COMMERCIAL HYGIENE LLC | | | | | | | |
| 22873 | | PI1798 | | 00 | 01/29/2020 | 051-5001-932.60-61 | PO NUM 052107 | EFT: | 164.78 |
| | | | | | | | VENDOR TOTAL * | .00 | 164.78 |
| 0003619 | 00 | FIRST NATIONAL BANK FREMONT (TRUST) | | | | | | | |
| 76111601/0120 | | PI1956 | | 00 | 01/29/2020 | 051-5001-928.02-00 | PO NUM 052948 | EFT: | 405.00 |
| 76115901/0120 | | PI1958 | | 00 | 01/29/2020 | 051-5001-928.02-00 | PO NUM 052948 | EFT: | 500.00 |
| 76117501/0120 | | PI1960 | | 00 | 01/29/2020 | 051-5001-928.02-00 | PO NUM 052948 | EFT: | 500.00 |
| 76120501/0120 | | PI1961 | | 00 | 01/29/2020 | 051-5001-928.02-00 | PO NUM 052948 | EFT: | 194.35 |
| 76126701/0120 | | PI1966 | | 00 | 01/29/2020 | 051-5001-928.02-00 | PO NUM 052948 | EFT: | 112.50 |
| 76111601/0120 | | PI1957 | | 00 | 01/29/2020 | 053-6001-928.02-00 | PO# 052948 | EFT: | 45.00 |
| 76116801/0120 | | PI1959 | | 00 | 01/29/2020 | 053-6001-928.02-00 | PO NUM 052948 | EFT: | 500.00 |
| 76120501/0120 | | PI1962 | | 00 | 01/29/2020 | 053-6001-928.02-00 | PO# 052948 | EFT: | 195.80 |
| 76124001/0120 | | PI1964 | | 00 | 01/29/2020 | 053-6001-928.02-00 | PO NUM 052948 | EFT: | 233.05 |
| 76120501/0120 | | PI1963 | | 00 | 01/29/2020 | 055-7001-928.02-00 | PO# 052948 | EFT: | 109.85 |
| 76124001/0120 | | PI1965 | | 00 | 01/29/2020 | 055-7001-928.02-00 | PO# 052948 | EFT: | 266.95 |
| 76126701/0120 | | PI1967 | | 00 | 01/29/2020 | 055-7001-928.02-00 | PO# 052948 | EFT: | 387.50 |
| | | | | | | | VENDOR TOTAL * | .00 | 3,450.00 |
| 0001111 | 00 | FREMONT BUILDERS SUPPLY INC | | | | | | | |
| 551093 | | PI1887 | | 00 | 01/29/2020 | 051-5001-940.60-61 | PO NUM 052907 | 85.00 | |
| 551765 | | PI1954 | | 00 | 01/29/2020 | 051-5001-940.50-35 | PO NUM 052934 | 160.50 | |
| 551765 | | PI1955 | | 00 | 01/29/2020 | 051-5001-940.60-61 | PO NUM 052934 | 85.00 | |
| | | | | | | | VENDOR TOTAL * | 330.50 | |
| 0001132 | 00 | FREMONT WINNELSON CO | | | | | | | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0001132 | 00 | FREMONT WINNELSON CO | | | | | | | |
| 340430 01 | | PI1791 | | 00 | 01/29/2020 | 057-8205-870.50-35 | PO NUM 052074 | 70.21 | |
| | | | | | | | VENDOR TOTAL * | 70.21 | |
| 9999999 | 00 | GAMEZ, ANTONIO | | | | | | | |
| 000079263 | | UT | | 00 | 01/29/2020 | 051-0000-143.00-00 | MANUAL CHECK | 78.20 | |
| | | | | | | | VENDOR TOTAL * | 78.20 | |
| 0005242 | 00 | GENERAL EQUIPMENT CO | | | | | | | |
| 160606 | | PI1947 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052560 | 533.32 | |
| 160606 | | PI1948 | | 00 | 01/29/2020 | 051-5105-502.60-79 | PO NUM 052560 | 16.59 | |
| | | | | | | | VENDOR TOTAL * | 549.91 | |
| 0001148 | 00 | GOREE BACKHOE & EXCAVATING INC | | | | | | | |
| 12514 | | PI1875 | | 00 | 01/29/2020 | 055-7105-502.60-55 | PO NUM 052498 | 11,778.60 | |
| | | | | | | | VENDOR TOTAL * | 11,778.60 | |
| 0004677 | 00 | GOVCONNECTION INC | | | | | | | |
| 57395700 | | PI1803 | | 00 | 01/29/2020 | 051-5001-922.60-65 | PO NUM 052771 | EFT: | 826.32 |
| | | | | | | | VENDOR TOTAL * | .00 | 826.32 |
| 0001445 | 00 | GRAYBAR ELECTRIC CO | | | | | | | |
| 9314082781 | | PI1889 | | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052523 | 575.00 | |
| 9314172671 | | PI1950 | | 00 | 01/29/2020 | 051-5205-580.50-35 | PO NUM 052708 | 1,423.38 | |
| | | | | | | | VENDOR TOTAL * | 1,998.38 | |
| 0000602 | 00 | GROEBNER & ASSOCIATES INC | | | | | | | |
| 396607 | | PI1809 | | 00 | 01/29/2020 | 057-8205-870.50-35 | PO NUM 052856 | EFT: | 497.78 |
| 396607 | | PI1810 | | 00 | 01/29/2020 | 057-8205-870.60-79 | PO NUM 052856 | EFT: | 50.84 |
| | | | | | | | VENDOR TOTAL * | .00 | 548.62 |
| 0004419 | 00 | HANSEN TIRE LLC | | | | | | | |
| 27115 | | PI1896 | | 00 | 01/29/2020 | 051-5105-502.50-48 | PO NUM 052076 | 3.17 | |
| 27115 | | PI1897 | | 00 | 01/29/2020 | 051-5105-502.60-59 | PO NUM 052076 | 30.00 | |
| 27114 | | PI1894 | | 00 | 01/29/2020 | 053-6205-583.50-48 | PO NUM 052076 | 2.11 | |
| 27114 | | PI1895 | | 00 | 01/29/2020 | 053-6205-583.60-59 | PO NUM 052076 | 20.00 | |
| | | | | | | | VENDOR TOTAL * | 55.28 | |
| 0004469 | 00 | HAYES MECHANICAL | | | | | | | |
| 449433 | | PI1935 | | 00 | 01/29/2020 | 051-5105-502.60-61 | PO NUM 051787 | 575.43 | |
| | | | | | | | VENDOR TOTAL * | 575.43 | |
| 0002794 | 00 | HDR ENGINEERING INC | | | | | | | |
| 1200238921 | | PI1784 | | 00 | 01/29/2020 | 051-5105-502.60-61 | PO NUM 051910 | EFT: | 12,480.00 |
| | | | | | | | VENDOR TOTAL * | .00 | 12,480.00 |
| 0003359 | 00 | HONEYWELL INDUSTRY SOLUTIONS | | | | | | | |
| 5250461273 | | PI1774 | | 00 | 01/29/2020 | 051-0000-153.00-00 | PO NUM 050514 | EFT: | 2,544.00 |
| 5250461273 | | PI1782 | | 00 | 01/29/2020 | 051-5105-502.60-79 | PO NUM 050514 | EFT: | 25.00 |
| | | | | | | | VENDOR TOTAL * | .00 | 2,569.00 |
| 9999999 | 00 | HORST POWER REALTY GROUP | | | | | | | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 9999999 | 00 | HORST POWER REALTY GROUP | | | | | | |
| 000078853 | | UT | | 00 01/29/2020 | 051-0000-143.00-00 | MANUAL CHECK | 86.57 | |
| | | | | | | VENDOR TOTAL * | 86.57 | |
| 0004062 | 00 | HOUSTON & ASSOCIATES LLC | | | | | | |
| 431 | | PI1907 | | 00 01/29/2020 | 057-8205-870.60-61 | PO NUM 052314 | EFT: | 2,500.00 |
| | | | | | | VENDOR TOTAL * | .00 | 2,500.00 |
| 9999999 | 00 | HOWARD, DAVID W | | | | | | |
| 000021153 | | UT | | 00 01/29/2020 | 051-0000-143.00-00 | MANUAL CHECK | 120.15 | |
| | | | | | | VENDOR TOTAL * | 120.15 | |
| 0001833 | 00 | INDUSTRIAL SALES CO INC | | | | | | |
| 1057504-000 | | PI1781 | | 00 01/29/2020 | 057-0000-154.00-00 | PO NUM 052873 | 222.71 | |
| | | | | | | VENDOR TOTAL * | 222.71 | |
| 0003483 | 00 | INTERSTATE CHEMICAL CO INC | | | | | | |
| 403051 | | PI1949 | | 00 01/29/2020 | 051-5105-502.50-52 | PO NUM 052576 | 4,194.87 | |
| | | | | | | VENDOR TOTAL * | 4,194.87 | |
| 0004205 | 00 | JCI INDUSTRIES INC | | | | | | |
| 8189541 | | PI1930 | | 00 01/29/2020 | 051-0000-153.00-00 | PO NUM 052668 | 69.81 | |
| | | | | | | VENDOR TOTAL * | 69.81 | |
| 0004153 | 00 | JOHNSON HARDWARE CO LLC | | | | | | |
| 0913739-IN | | PI1805 | | 00 01/29/2020 | 051-5105-502.50-35 | PO NUM 052792 | 562.82 | |
| 0913739-IN | | PI1806 | | 00 01/29/2020 | 051-5105-502.60-61 | PO NUM 052792 | 470.80 | |
| | | | | | | VENDOR TOTAL * | 1,033.62 | |
| 9999999 | 00 | KFM PROPERTIES LLC | | | | | | |
| 000074613 | | UT | | 00 01/29/2020 | 051-0000-143.00-00 | MANUAL CHECK | 448.80 | |
| | | | | | | VENDOR TOTAL * | 448.80 | |
| 0001779 | 00 | KLUG SONS INC, H G | | | | | | |
| IN50489 | | PI1918 | | 00 01/29/2020 | 051-5105-502.50-35 | PO NUM 052864 | EFT: | 152.88 |
| IN50489 | | PI1919 | | 00 01/29/2020 | 051-5105-502.60-79 | PO NUM 052864 | EFT: | 16.57 |
| | | | | | | VENDOR TOTAL * | .00 | 169.45 |
| 0003043 | 00 | LEAGUE OF NE MUNICIP-UTILITIES SECT | | | | | | |
| 2020/MIKAN | | PI1926 | | 00 01/29/2020 | 055-7105-502.60-62 | PO NUM 052922 | 95.00 | |
| 2020/KONTOR | | PI1927 | | 00 01/29/2020 | 055-7105-502.60-62 | PO NUM 052922 | 95.00 | |
| 2020/PERRY K | | PI1928 | | 00 01/29/2020 | 055-7105-502.60-62 | PO NUM 052922 | 95.00 | |
| | | | | | | VENDOR TOTAL * | 285.00 | |
| 0002945 | 00 | LYMAN RICHEY | | | | | | |
| 120950 | | PI1972 | | 00 01/29/2020 | 053-6205-583.50-35 | PO NUM 052081 | 589.40 | |
| 120951 | | PI1973 | | 00 01/29/2020 | 053-6205-583.50-35 | PO NUM 052081 | 68.13 | |
| | | | | | | VENDOR TOTAL * | 657.53 | |
| 0000480 | 00 | MALLOY ELECTRIC | | | | | | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0000480 | 00 | MALLOY ELECTRIC | | | | | | | |
| 6277995 | | PI1990 | | 00 | 01/29/2020 | 051-5105-502.60-61 | PO NUM 052789 | 1,925.00 | |
| | | | | | | | VENDOR TOTAL * | 1,925.00 | |
| 0002052 | 00 | MATHESON LINWELD | | | | | | | |
| 21016151 | | PI1909 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052499 | EFT: | 364.98 |
| 21033411 | | PI1971 | | 00 | 01/29/2020 | 051-5105-502.60-59 | PO NUM 052080 | EFT: | 80.79 |
| 21045122 | | PI1985 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052499 | EFT: | 364.98 |
| | | | | | | | VENDOR TOTAL * | .00 | 810.75 |
| 0003289 | 00 | MATT FRIEND TRUCK EQUIPMENT INC | | | | | | | |
| 0087496-IN | | PI1838 | | 00 | 01/29/2020 | 051-5001-940.50-48 | PO NUM 052784 | 734.50 | |
| 0087496-IN | | PI1839 | | 00 | 01/29/2020 | 051-5001-940.60-79 | PO NUM 052784 | 28.43 | |
| 0087496-IN | | PI1840 | | 00 | 01/29/2020 | 051-5205-580.50-48 | PO NUM 052784 | 129.62 | |
| | | | | | | | VENDOR TOTAL * | 892.55 | |
| 0000667 | 00 | MCMASTER-CARR SUPPLY CO | | | | | | | |
| 26928835 | | PI1844 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052863 | 141.05 | |
| 26928835 | | PI1845 | | 00 | 01/29/2020 | 051-5105-502.60-79 | PO NUM 052863 | 14.47 | |
| | | | | | | | VENDOR TOTAL * | 155.52 | |
| 0004500 | 00 | MECHANICAL DYNAMICS & ANALYSIS LLC | | | | | | | |
| 635561 | | PI1866 | | 00 | 01/29/2020 | 051-0000-153.00-00 | PO NUM 052846 | EFT: | 17,077.26 |
| 635499/635672 | | PI1969 | | 00 | 01/29/2020 | 051-0000-153.00-00 | PO NUM 052846 | EFT: | 16,777.62 |
| | | | | | | | Stock parts for planned U8 outage | | |
| | | | | | | | VENDOR TOTAL * | .00 | 33,854.88 |
| 0005201 | 00 | MEDEXPRESS URGENT CARE NEBRASKA INC | | | | | | | |
| 1435219C3908 | | PI1830 | | 00 | 01/29/2020 | 051-5001-926.60-61 | PO NUM 052113 | 484.00 | |
| | | | | | | | VENDOR TOTAL * | 484.00 | |
| 0001555 | 00 | MELLEN & ASSOCIATES INC | | | | | | | |
| 24395 | | PI1878 | | 00 | 01/29/2020 | 055-7105-502.50-35 | PO NUM 052780 | EFT: | 513.00 |
| | | | | | | | VENDOR TOTAL * | .00 | 513.00 |
| 0001229 | 00 | MENARDS - FREMONT | | | | | | | |
| 85877 | | PI1821 | | 00 | 01/29/2020 | 051-5001-940.50-35 | PO NUM 052083 | 55.15 | |
| 86075 | | PI1823 | | 00 | 01/29/2020 | 051-5001-940.50-35 | PO NUM 052083 | 121.00 | |
| 86103 | | PI1843 | | 00 | 01/29/2020 | 051-5001-940.50-35 | PO NUM 052861 | 524.29 | |
| 86486 | | PI1975 | | 00 | 01/29/2020 | 051-5001-940.50-35 | PO NUM 052083 | 126.38 | |
| 86470 | | PI1900 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052083 | 58.85 | |
| 86241 | | PI1974 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052083 | 216.90 | |
| 86106 | | PI1989 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052775 | 352.03 | |
| 86059 | | PI1822 | | 00 | 01/29/2020 | 051-5205-580.50-35 | PO NUM 052083 | 123.05 | |
| 86707 | | PI1976 | | 00 | 01/29/2020 | 053-6105-502.50-35 | PO NUM 052083 | 26.73 | |
| | | | | | | | VENDOR TOTAL * | 1,604.38 | |
| 0004442 | 00 | MID-IOWA SOLID WASTE EQUIPMENT CO | | | | | | | |
| 51055 | | PI1836 | | 00 | 01/29/2020 | 055-7205-583.50-35 | PO NUM 052782 | 813.26 | |
| 51055 | | PI1837 | | 00 | 01/29/2020 | 055-7205-583.60-79 | PO NUM 052782 | 25.82 | |
| | | | | | | | VENDOR TOTAL * | 839.08 | |
| 0002960 | 00 | MIDLAND SCIENTIFIC INC | | | | | | | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0002960 | 00 | MIDLAND SCIENTIFIC INC | | | | | | | |
| 6027662 | | PI1877 | | 00 | 01/29/2020 | 055-7105-502.50-52 | PO NUM 052716 | 214.36 | |
| 6027641 | | PI1883 | | 00 | 01/29/2020 | 055-7105-502.50-52 | PO NUM 052827 | 26.03 | |
| 6027663 | | PI1884 | | 00 | 01/29/2020 | 055-7105-502.50-52 | PO NUM 052827 | 145.27 | |
| | | | | | | | VENDOR TOTAL * | 385.66 | |
| 0000364 | 00 | MIDWEST INDUSTRIAL SUPPLY INC | | | | | | | |
| INV-081448 | | PI1994 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052832 | 754.48 | |
| INV-081448 | | PI1995 | | 00 | 01/29/2020 | 051-5105-502.60-79 | PO NUM 052832 | 204.27 | |
| | | | | | | | VENDOR TOTAL * | 958.75 | |
| 0003008 | 00 | MIDWEST LABORATORIES INC | | | | | | | |
| 976993 | | PI1824 | | 00 | 01/29/2020 | 053-6205-583.60-54 | PO NUM 052084 | 81.40 | |
| 976994 | | PI1825 | | 00 | 01/29/2020 | 055-7105-502.60-54 | PO NUM 052084 | 1,417.50 | |
| | | | | | | | VENDOR TOTAL * | 1,498.90 | |
| 0004883 | 00 | MISSISSIPPI LIME COMPANY | | | | | | | |
| 1471169 | | | | 00 | 01/29/2020 | 051-0000-158.02-00 | 1/08/20 26.01 TN | EFT: | 5,169.06 |
| 1472222 | | | | 00 | 01/29/2020 | 051-0000-158.02-00 | 1/15/20 26.01 TN | EFT: | 5,169.06 |
| | | | | | | | VENDOR TOTAL * | .00 | 10,338.12 |
| 9999999 | 00 | MONTERROSA, NATHAN | | | | | | | |
| 000078571 | | UT | | 00 | 01/29/2020 | 051-0000-143.00-00 | MANUAL CHECK | 76.35 | |
| | | | | | | | VENDOR TOTAL * | 76.35 | |
| 0001486 | 00 | MOTION INDUSTRIES INC | | | | | | | |
| NE01-528167 | | PI1867 | | 00 | 01/29/2020 | 051-0000-153.00-00 | PO NUM 052880 | 1,339.25 | |
| | | | | | | | VENDOR TOTAL * | 1,339.25 | |
| 0002536 | 00 | MSA SAFETY SALES LLC | | | | | | | |
| 960793848 | | PI1869 | | 00 | 01/29/2020 | 055-7105-502.50-35 | PO NUM 049877 | EFT: | 450.00 |
| | | | | | | | VENDOR TOTAL * | .00 | 450.00 |
| 0002985 | 00 | MSC INDUSTRIAL SUPPLY CO INC | | | | | | | |
| 87607701 | | PI1816 | | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052852 | EFT: | 599.80 |
| C88711731 | | PI1817 | | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052884 | EFT: | 332.68 |
| 90594281 | | PI1970 | | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052884 | EFT: | 47.59 |
| 87607761 | | PI1842 | | 00 | 01/29/2020 | 051-5001-940.50-35 | PO NUM 052844 | EFT: | 569.29 |
| 90126001 | | PI1923 | | 00 | 01/29/2020 | 051-5001-940.50-35 | PO NUM 052908 | EFT: | 213.98 |
| 90903141 | | PI1998 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052909 | EFT: | 16.44 |
| C89705351 | | PI1997 | | 00 | 01/29/2020 | 051-5205-580.50-35 | PO NUM 052896 | EFT: | 547.89 |
| | | | | | | | VENDOR TOTAL * | .00 | 2,327.67 |
| 0001958 | 00 | NEBR PUBLIC HEALTH ENVIRONMENTAL | | | | | | | |
| 521868 | | PI1982 | | 00 | 01/29/2020 | 053-6205-583.60-54 | PO NUM 052242 | EFT: | 580.00 |
| 521869 | | PI1983 | | 00 | 01/29/2020 | 053-6205-583.60-54 | PO NUM 052242 | EFT: | 171.00 |
| | | | | | | | VENDOR TOTAL * | .00 | 751.00 |
| 0003053 | 00 | NEBRASKA HEALTH & HUMAN SERV-LIHEAP | | | | | | | |
| 000071243 | | UT | | 00 | 01/29/2020 | 051-0000-143.00-00 | Energy Assistance Refund | 45.33 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 0003053 | 00 | NEBRASKA HEALTH & HUMAN SERV-LIHEAP | | | | | | |
| 000056029 | | UT | | 00 01/29/2020 | 051-0000-143.00-00 | Energy Assistance Refund | 185.68 | |
| | | | | | | VENDOR TOTAL * | 231.01 | |
| 0001430 | 00 | NEBRASKA RURAL WATER ASSOCIATION | | | | | | |
| 2020 RENEWAL | | PI1925 | | 00 01/29/2020 | 053-6205-583.60-67 | PO NUM 052920 | 275.00 | |
| | | | | | | VENDOR TOTAL * | 275.00 | |
| 0001473 | 00 | NMC INC | | | | | | |
| CUI744115 | | PI1820 | | 00 01/29/2020 | 051-5001-940.50-35 | PO NUM 051902 | 1,171.65 | |
| CUI741992 | | PI1879 | | 00 01/29/2020 | 051-5205-580.50-48 | PO NUM 052783 | 594.24 | |
| CUI744179 | | PI1880 | | 00 01/29/2020 | 051-5205-580.50-48 | PO NUM 052783 | 702.47 | |
| CUI744620 | | PI1881 | | 00 01/29/2020 | 051-5205-580.50-48 | PO NUM 052783 | 420.71 | |
| CUI735313 | | PI1876 | | 00 01/29/2020 | 055-7105-502.50-48 | PO NUM 052635 | 132.40 | |
| | | | | | | VENDOR TOTAL * | 3,021.47 | |
| 0002054 | 00 | NORTHWEST ELECTRIC LLC | | | | | | |
| 0207003 | | PI1831 | | 00 01/29/2020 | 055-7105-502.60-59 | PO NUM 052632 | 1,400.00 | |
| | | | | | | VENDOR TOTAL * | 1,400.00 | |
| 0002937 | 00 | O'KEEFE ELEVATOR CO INC | | | | | | |
| 01404698 | | PI1819 | | 00 01/29/2020 | 051-5105-502.60-61 | PO NUM 051665 | 4,392.00 | |
| | | | | | | VENDOR TOTAL * | 4,392.00 | |
| 0001020 | 00 | O'REILLY AUTOMOTIVE INC | | | | | | |
| 0397-287403 | | PI1826 | | 00 01/29/2020 | 051-5001-940.50-35 | PO NUM 052085 | 243.19 | |
| 0397-287480 | | PI1827 | | 00 01/29/2020 | 051-5001-940.50-35 | PO NUM 052085 | 76.62 | |
| 0397-288783 | | PI1828 | | 00 01/29/2020 | 051-5001-940.50-35 | PO NUM 052085 | 145.09 | |
| 0397-290962 | | PI1901 | | 00 01/29/2020 | 051-5001-940.50-35 | PO NUM 052085 | 123.82 | |
| 0397-292192 | | PI1977 | | 00 01/29/2020 | 051-5205-580.50-35 | PO NUM 052085 | 45.91 | |
| | | | | | | VENDOR TOTAL * | 634.63 | |
| 0005052 | 00 | OLD DOMINION FREIGHT LINE INC | | | | | | |
| 27505039407 | | PI1835 | | 00 01/29/2020 | 051-5105-502.60-79 | PO NUM 052766 | 611.80 | |
| | | | | | | VENDOR TOTAL * | 611.80 | |
| 0002946 | 00 | OMAHA PUBLIC POWER DISTRICT | | | | | | |
| 7281943133 | 0120 | PI1984 | | 00 01/29/2020 | 055-7105-502.60-71 | PO NUM 052424 | EFT: | 33.25 |
| 0128000051 | 0120 | PI1980 | | 00 01/29/2020 | 057-8205-870.60-61 | PO NUM 052176 | EFT: | 134.50 |
| | | | | | | VENDOR TOTAL * | .00 | 167.75 |
| 0004859 | 00 | PATRIOT CRANE AND RIGGING LLC | | | | | | |
| 20232 | | PI1834 | | 00 01/29/2020 | 051-5205-580.60-61 | PO NUM 052706 | 940.00 | |
| | | | | | | VENDOR TOTAL * | 940.00 | |
| 0004948 | 00 | PCM SALES INC | | | | | | |
| B13422390101 | | PI1922 | | 00 01/29/2020 | 055-7105-502.50-35 | PO NUM 052881 | 49.99 | |
| | | | | | | VENDOR TOTAL * | 49.99 | |
| 0004800 | 00 | PINNACLE BANK - VISA | | | | | | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0004800 | 00 | PINNACLE BANK - VISA | | | | | | | |
| TAMMY/TYLER | | PI1864 | | 00 | 01/29/2020 | 051-5001-922.60-62 | PO NUM 052869 | 1,289.23 | |
| TAMMY/TYLER | | PI1865 | | 00 | 01/29/2020 | 051-5001-922.60-62 | PO NUM 052869 | 1,289.23 | |
| | | | | | | | VENDOR TOTAL * | 2,578.46 | |
| 0003566 | 00 | POLYDYNE INC | | | | | | | |
| 1416542 | | PI1815 | | 00 | 01/29/2020 | 055-0000-154.00-00 | PO NUM 052798 | EFT: | 12,501.06 |
| 1419715 | | PI1868 | | 00 | 01/29/2020 | 055-0000-154.00-00 | PO NUM 052887 | EFT: | 12,501.06 |
| | | | | | | | | Polymer at WWTP | |
| | | | | | | | VENDOR TOTAL * | .00 | 25,002.12 |
| 0004740 | 00 | PREMIER STAFFING INC | | | | | | | |
| 14338 | | PI1829 | | 00 | 01/29/2020 | 051-5001-926.60-61 | PO NUM 052099 | 40.00 | |
| | | | | | | | VENDOR TOTAL * | 40.00 | |
| 0004885 | 00 | PRISM SMART SOLUTIONS | | | | | | | |
| 1779 | | PI1874 | | 00 | 01/29/2020 | 051-5001-932.60-65 | PO NUM 052279 | 90.00 | |
| | | | | | | | VENDOR TOTAL * | 90.00 | |
| 0000861 | 00 | PRYOR LEARNING SOLUTIONS INC | | | | | | | |
| 034595337-19365 | | PI1924 | | 00 | 01/29/2020 | 053-6105-502.60-62 | PO NUM 052919 | 299.00 | |
| | | | | | | | VENDOR TOTAL * | 299.00 | |
| 0004866 | 00 | QUESTLINE INC | | | | | | | |
| 010820A | | PI1908 | | 00 | 01/29/2020 | 051-5001-903.60-61 | PO NUM 052368 | 3,420.75 | |
| | | | | | | | VENDOR TOTAL * | 3,420.75 | |
| 9999999 | 00 | RAINS, MALLORY J | | | | | | | |
| 000056029 | | UT | | 00 | 01/29/2020 | 051-0000-143.00-00 | MANUAL CHECK | 200.00 | |
| | | | | | | | VENDOR TOTAL * | 200.00 | |
| 0002876 | 00 | RAWHIDE CHEMOIL INC | | | | | | | |
| 770263 | | PI1912 | | 00 | 01/29/2020 | 055-7105-502.50-30 | PO NUM 052819 | 1,879.65 | |
| 774930 | | PI1913 | | 00 | 01/29/2020 | 055-7105-502.50-30 | PO NUM 052819 | 1,335.90 | |
| | | | | | | | VENDOR TOTAL * | 3,215.55 | |
| 0004939 | 00 | RESCO | | | | | | | |
| 770886-00 | | PI1832 | | 00 | 01/29/2020 | 051-5205-580.50-35 | PO NUM 052638 | 400.15 | |
| 770886-00 | | PI1833 | | 00 | 01/29/2020 | 051-5205-580.60-79 | PO NUM 052638 | 39.53 | |
| | | | | | | | VENDOR TOTAL * | 439.68 | |
| 0003790 | 00 | RIEKES EQUIPMENT CO | | | | | | | |
| SWO038802-1 | | PI1978 | | 00 | 01/29/2020 | 051-5001-940.50-35 | PO NUM 052101 | EFT: | 5.78 |
| SWO038802-1 | | PI1979 | | 00 | 01/29/2020 | 051-5001-940.60-61 | PO NUM 052101 | EFT: | 96.30 |
| | | | | | | | VENDOR TOTAL * | .00 | 102.08 |
| 0003812 | 00 | RMB CONSULTING & RESEARCH INC | | | | | | | |
| 16495 | | PI1818 | | 00 | 01/29/2020 | 051-5105-502.60-61 | PO NUM 046343 | EFT: | 294.00 |
| | | | | | | | VENDOR TOTAL * | .00 | 294.00 |
| 0001298 | 00 | ROGERS TENT & AWNING CO | | | | | | | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 0001298 | 00 | ROGERS TENT & AWNING CO | | | | | | |
| 011620 | | PI2000 | | 00 01/29/2020 | 051-5001-940.50-35 | PO NUM 052935 | 64.20 | |
| | | | | | | VENDOR TOTAL * | 64.20 | |
| 0000663 | 00 | SAFETY-KLEEN SYSTEMS INC | | | | | | |
| 81795152 | | PI1841 | | 00 01/29/2020 | 051-5105-502.60-61 | PO NUM 052804 | 329.65 | |
| | | | | | | VENDOR TOTAL * | 329.65 | |
| 0000762 | 00 | SCHAEFFER MANUFACTURING CO | | | | | | |
| 4527071227-INV1 | | PI1921 | | 00 01/29/2020 | 051-5105-502.50-35 | PO NUM 052879 | EFT: | 270.76 |
| | | | | | | VENDOR TOTAL * | .00 | 270.76 |
| 0005176 | 00 | SCHENCK PROCESS LLC | | | | | | |
| 1160372258 | | PI1851 | | 00 01/29/2020 | 051-0000-153.00-00 | PO NUM 052817 | EFT: | 17,672.08 |
| 1160372861 | | PI1968 | | 00 01/29/2020 | 051-0000-153.00-00 | PO NUM 052817 | EFT: | 1,157.31 |
| | | | | | | VENDOR TOTAL * | .00 | 18,829.39 |
| 0004661 | 00 | SCREENING ONE INC | | | | | | |
| 191200799 | | PI1905 | | 00 01/29/2020 | 051-5001-926.60-61 | PO NUM 052096 | 759.88 | |
| | | | | | | VENDOR TOTAL * | 759.88 | |
| 0004989 | 00 | SCS ENGINEERS | | | | | | |
| 0367666 | | PI1858 | | 00 01/29/2020 | 051-5105-502.60-57 | PO NUM 052570 | 2,250.00 | |
| 0367657 | | PI1859 | | 00 01/29/2020 | 051-5105-502.60-57 | PO NUM 052571 | 1,000.00 | |
| | | | | | | VENDOR TOTAL * | 3,250.00 | |
| 0005145 | 00 | SETPOINT CONTROLS LLC | | | | | | |
| 61779 | | PI1849 | | 00 01/29/2020 | 051-0000-153.00-00 | PO NUM 052773 | 12,439.03 | |
| | | | | | | VENDOR TOTAL * | 12,439.03 | |
| 0003036 | 00 | SHAFFER COMMUNICATIONS INC | | | | | | |
| 20-0054 | | PI1991 | | 00 01/29/2020 | 051-5105-502.50-35 | PO NUM 052822 | 395.21 | |
| 20-0054 | | PI1992 | | 00 01/29/2020 | 051-5105-502.60-79 | PO NUM 052822 | 21.03 | |
| | | | | | | VENDOR TOTAL * | 416.24 | |
| 0000429 | 00 | SKARSHAUG TESTING LABORATORY INC | | | | | | |
| 240901 | | PI1852 | | 00 01/29/2020 | 051-0000-154.00-00 | PO NUM 052848 | 956.94 | |
| | | | | | | VENDOR TOTAL * | 956.94 | |
| 0000910 | 00 | SOLOMON CORPORATION | | | | | | |
| 330024 | | PI1846 | | 00 01/29/2020 | 051-0000-156.00-00 | PO NUM 052384 | 5,778.00 | |
| | | | | | | VENDOR TOTAL * | 5,778.00 | |
| 0005183 | 00 | SUPERION LLC - CENTRALSQUARE | | | | | | |
| 263161 | | | | 00 01/29/2020 | 051-0000-165.00-00 | Cloud Access Fee 2020 | EFT: | 118,822.81 |
| | | | | | | VENDOR TOTAL * | Annual license fee for enterprise software .00 | 118,822.81 |
| 0004647 | 00 | T SQUARE SUPPLY LLC | | | | | | |
| 26213 | | PI1999 | | 00 01/29/2020 | 051-5105-502.50-35 | PO NUM 052927 | 459.49 | |
| 26105 | | PI1903 | | 00 01/29/2020 | 055-7105-502.50-35 | PO NUM 052091 | 37.79 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0004647 | 00 | T SQUARE SUPPLY LLC | | | | | | | |
| | | | | | | | VENDOR TOTAL * | 497.28 | |
| 9999999 | 00 | THOMPSON, LARRY L | | | | | | | |
| 000019259 | | UT | | 00 | 01/29/2020 | 051-0000-143.00-00 | MANUAL CHECK | 144.50 | |
| | | | | | | | VENDOR TOTAL * | 144.50 | |
| 0001339 | 00 | TIMME WELDING & SUPPLY LLC | | | | | | | |
| 41728 | | PI1904 | | 00 | 01/29/2020 | 051-5001-940.50-48 | PO NUM 052092 | 255.31 | |
| | | | | | | | VENDOR TOTAL * | 255.31 | |
| 0004552 | 00 | TITAN MACHINERY INC | | | | | | | |
| 13467176 | | PI1863 | | 00 | 01/29/2020 | 053-6205-583.50-48 | PO NUM 052858 | EFT: | 650.66 |
| | | | | | | | VENDOR TOTAL * | .00 | 650.66 |
| 0003478 | 00 | ULINE | | | | | | | |
| 115780332 | | PI1914 | | 00 | 01/29/2020 | 051-5001-940.50-35 | PO NUM 052849 | 831.00 | |
| 115780332 | | PI1915 | | 00 | 01/29/2020 | 051-5001-940.60-79 | PO NUM 052849 | 20.37 | |
| | | | | | | | VENDOR TOTAL * | 851.37 | |
| 0000647 | 00 | USABLUEBOOK | | | | | | | |
| 103535 | | PI1861 | | 00 | 01/29/2020 | 051-5105-502.50-35 | PO NUM 052809 | 200.70 | |
| 103535 | | PI1862 | | 00 | 01/29/2020 | 051-5105-502.60-79 | PO NUM 052809 | 24.07 | |
| | | | | | | | VENDOR TOTAL * | 224.77 | |
| 0000525 | 00 | UTILITY EQUIPMENT CO | | | | | | | |
| 40057018-000 | | PI1993 | | 00 | 01/29/2020 | 053-6205-583.50-35 | PO NUM 052831 | 3,075.00 | |
| | | | | | | | VENDOR TOTAL * | 3,075.00 | |
| 9999999 | 00 | VENNEMAN, DUSTIN W | | | | | | | |
| 000050565 | | UT | | 00 | 01/29/2020 | 051-0000-143.00-00 | MANUAL CHECK | 145.23 | |
| | | | | | | | VENDOR TOTAL * | 145.23 | |
| 0005161 | 00 | VERTIV CORPORATION | | | | | | | |
| 57768061 | | PI1857 | | 00 | 01/29/2020 | 051-5001-922.60-65 | PO NUM 052506 | 4,138.59 | |
| 57769484 | | PI1910 | | 00 | 01/29/2020 | 051-5001-922.60-65 | PO NUM 052540 | 5,840.23 | |
| | | | | | | | VENDOR TOTAL * | 9,978.82 | |
| 0004749 | 00 | VISION METERING LLC | | | | | | | |
| 187680 | | PI1996 | | 00 | 01/29/2020 | 051-5205-580.50-35 | PO NUM 052870 | 725.00 | |
| | | | | | | | VENDOR TOTAL * | 725.00 | |
| 0003627 | 00 | WACHS, E H | | | | | | | |
| INV172297 | | PI1986 | | 00 | 01/29/2020 | 053-6205-583.50-35 | PO NUM 052686 | 2,534.94 | |
| INV172297 | | PI1987 | | 00 | 01/29/2020 | 053-6205-583.60-61 | PO NUM 052686 | 465.00 | |
| INV172297 | | PI1988 | | 00 | 01/29/2020 | 053-6205-583.60-79 | PO NUM 052686 | 115.00 | |
| | | | | | | | VENDOR TOTAL * | 3,114.94 | |
| 0003689 | 00 | WATER ENGINEERING INC | | | | | | | |
| IN49128 | | PI1853 | | 00 | 01/29/2020 | 055-7105-502.60-59 | PO NUM 047469 | 150.00 | |

| VEND NO / INVOICE NO | SEQ# | VENDOR NAME / VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 0003689 | 00 | WATER ENGINEERING INC | | | | | | | |
| | | | | | | | VENDOR TOTAL * | 150.00 | |
| 0004336 | 00 | WATERLINK INC | | | | | | | |
| 27040 | | PI1854 | | 00 | 01/29/2020 | 051-5105-502.50-52 | PO NUM 050155 | 1,361.39 | |
| 27040 | | PI1855 | | 00 | 01/29/2020 | 051-5105-502.50-52 | PO NUM 050155 | 2,061.97 | |
| | | | | | | | VENDOR TOTAL * | 3,423.36 | |
| 9999999 | 00 | WEHRBEIN, ABIGAIL | | | | | | | |
| 000072705 | | UT | | 00 | 01/29/2020 | 051-0000-143.00-00 | MANUAL CHECK | 120.50 | |
| | | | | | | | VENDOR TOTAL * | 120.50 | |
| 0000482 | 00 | WESCO RECEIVABLES CORP | | | | | | | |
| 405922 | | PI1847 | | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052536 | EFT: | 3,852.00 |
| 406732 | | PI1848 | | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052714 | EFT: | 9,543.76 |
| 408086 | | PI1850 | | 00 | 01/29/2020 | 051-0000-154.00-00 | PO NUM 052785 | EFT: | 370.01 |
| 379066 | | PI1856 | | 00 | 01/29/2020 | 051-5001-940.60-79 | PO NUM 052416 | EFT: | 1,063.29 |
| 406732 | | PI1860 | | 00 | 01/29/2020 | 051-5205-580.60-79 | PO NUM 052714 | EFT: | 1,674.66 |
| | | | | | | | VENDOR TOTAL * | .00 | 16,503.72 |
| 0004135 | 00 | WINDOW PRO INC | | | | | | | |
| 44125 | | PI1981 | | 00 | 01/29/2020 | 051-5001-932.60-61 | PO NUM 052207 | EFT: | 10.70 |
| | | | | | | | VENDOR TOTAL * | .00 | 10.70 |
| | | | | | | | EFT/EPAY TOTAL *** | | 578,224.11 |
| | | | | | | | TOTAL EXPENDITURES **** | 122,011.46 | 578,224.11 |
| | | | | | | | GRAND TOTAL ********** | | 700,235.57 |

**COMMUNITY DEVELOPMENT AGENCY**
**MEETING MINUTES**
**January 14, 2020 – 7:00 P.M.**
**City Council Chambers 400 East Military,**
**Fremont NE**

1. Meeting called to order. After the Pledge of Allegiance, the Chair called the meeting of the Community Development Agency to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

2. Roll call. Roll call showed Members McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus and Legband present. 8 Members present.

3. Public hearing and Resolution 2020-001 to approve redevelopment plan for Fremont Mall Rehabilitation including a request for designation as an enhanced employment area and imposition of a one percent occupation tax on sales. Member Jensen moved, seconded by Member Legband to continue the item indefinitely. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried

4. Adjournment. Moved by Member Jacobus seconded by Member Kuhns to adjourn the meeting. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Meeting adjourned at 7:03p.m.

**CITY COUNCIL MEETING MINUTES**
**December 10, 2019**
**City Council Chambers 400 East Military, Fremont NE**
**REGULAR MEETING – 7:00 P.M.**

**REGULAR MEETING:**

1. Meeting called to order. The Mayor called the meeting of the City Council to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

2. Roll call. Roll call showed Council Members McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus and Legband present. 8 Councilmembers present.

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

4. Motion to adopt current agenda for January 14, 2020 Regular Meeting. Council Member Jacobus moved, seconded by Council Member Yerger to amend to consolidate items 27 and 28. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Jensen moved, seconded by Council Member Legband to adopt the agenda for January 14, 2020 Regular Meeting as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

**PUBLIC HEARINGS:**

5. Ordinance 5517 to create a clean energy assessment district; to establish definitions; to provide for the financing, administration, and collections, to promote energy efficiency improvements and renewable energy systems known as Property Assessed Clean Energy (PACE) District (second reading). Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Jacobus moved, seconded by Council Member Ellis to amend the Ordinance to make sure the board is subject to the open meetings act and noticed to the public. Ayes: Ellis, Yerger, Jensen, Jacobus. Nay: McClain, Kuhns, Bechtel, Legband. Motion failed. Council Member Kuhns moved, seconded by Council Member Legband to hold second reading of the Ordinance. Ayes: McClain, Kuhns, Bechtel, Jensen, Legband. Nays: Ellis, Yerger, Jacobus. Motion carried. City Clerk provided second reading.

6. Resolution 2020-001 to approve redevelopment plan for Fremont Mall Rehabilitation including a request for designation as an enhanced employment area and imposition of a one percent occupation tax on sales. Council Member Yerger moved, seconded by Council Member McClain to continue the item indefinitely. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

7. Ordinance 5521 for a Change of Zone from UR, Urban Residential to SC, Suburban Commercial property generally located on the west side of N. Clarkson St. between the hospital access road and 30th Streets (first reading). Council Member Jensen moved, seconded by Council Member McClain to receive letter from Bloom Optical into the record. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Yerger moved, seconded by Council Member Legband to introduce and hold first reading of the Ordinance. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided first reading.

8. Ordinance 5522 for a Change of Zone from R, Rural to PD, Planned Development to develop up to 290 multifamily dwelling units, 113 attached single family units consisting of duplex, triplex and row house designs along with commercial uses known as Bluestem Commons property generally located at the southwest corner of Luther Road and County Road T. Council Member Jacobus moved, seconded by Council Member McClain to continue the item to the January 28, 2020 City Council Meeting. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

9. Resolution 2020-002 for a Preliminary Plat generally consisting of 5 multifamily residential lots, 2 commercial lots, and 113 attached single family lots and 3 out lots for Bluestem Commons property generally located at the southwest corner of Luther Road and County Road T. Council Member Jensen moved, seconded by Council Member Kuhns to continue the item to the January 28, 2020 City Council Meeting. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

10. Resolution 2020-003 for a Final Plat generally consisting of 2 out lots, 63 attached single family, and 3 multifamily lots for Bluestem Commons property generally located at the southwest corner of Luther Road and County Road T. Council Member Jacobus moved, seconded by Council Member Yerger to continue the item to the January 28, 2020 City Council Meeting. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

11. Ordinance 5523 to amend Section 11-920 of the City of Fremont UDC to amend the definitions of Front Yard, Side Yard, Street Side Yard and Rear Yard. Council Member Jensen moved, seconded by Council Member Legband to receive proposed amendment language to Ordinance 5523. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member Jensen to amend the Ordinance language to reflect the received document. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Nay: Yerger. Motion carried. Mayor Getzschman opened the public hearing. Mayor Getzschman closed the public hearing after receiving comments from the public. Council Member Kuhns moved, seconded by Council Member Legband to introduce and hold first reading of the Ordinance as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Nay: Yerger. Motion carried. City Clerk provided first

reading.

**CONSENT AGENDA:** Council Member McClain moved, seconded by Council Member Jensen to approve consent agenda items 12-14 and 16. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

12. Motion to approve December 31, 2019 through January 14, 2020 claims and authorize checks to be drawn on the proper accounts

13. Receive Report of the Treasury

14. Dispense with and approve December 30, 2019 City Council Meeting Minutes

16. Motion authorizing Mayor to sign Deed of Reconveyance, Kudrna, 1236 N. Platte Avenue

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

15. Resolution 2020-004 authorizing the Mayor to execute an agreement with NE/IA Agronomic Services for Biosolids management. Council Member Jensen moved, seconded by Council Member Ellis to amend the Resolution to include that the Utility and Infrastructure Board approved the item unanimously by those present on December 10, 2019. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus. Nay: Kuhns, Legband. Motion carried. Council Member Yerger moved, seconded by Council Member Jacobus to approve the Resolution as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

17. Resolution 2020-005 extending the term of the Fremont Lottery Operator Agreement for a five year period ending February 25, 2025. Council Member Yerger moved, seconded by Council Member Jacobus to approve Resolution 2020-005. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

18. Resolution 2020-006 authorizing Mayor to sign Comprehensive Annual Banner Permit with the Nebraska Department of Transportation, (NDOT). Council Member Jacobus moved, seconded by Council Member Ellis to amend the Resolution to amend the Resolution to include that the Utility and Infrastructure Board approved the item unanimously by those present on December 10, 2019. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus. Nay: Legband. Motion carried. Council Member Yerger moved, seconded by Council Member Jacobus to approve the Resolution as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

19. Resolution 2020-007 to approve contract with CenturyLink to upgrade the VIPER 911 system. Council Member Jensen moved, seconded by Council Member Legband to approve Resolution 2020-007. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Abstention: Yerger. Motion carried.

20. Move to appoint Dominic Savio as Police Sergeant per Mayor recommendation. Council Member Jacobus moved, seconded by Council Member Kuhns to appoint Dominic Savio as Police Sergeant per Mayor recommendation. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

21. Resolution 2020-008 levying a special tax and assessment against Lot 13, Block 4, Northside to the (owner: Atlantica, LLC) to pay the costs of weed and debris removal. No action was taken.

22. Resolution 2020-009 authorizing purchase of 2020 Ford F-150 4x4 crew cab Pickup Truck. Council Member Jensen moved, seconded by Council McClain to amend the Resolution to include that the Utility and Infrastructure Board approved the item unanimously by those present on December 10, 2019. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member McClain moved, seconded by Council Member Jensen to approve Resolution 2020-

009 as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

23. Resolution 2020-010 to purchase a new Jet Truck from Mid-Iowa Solid Waste Equipment. Council Member McClain moved, seconded by Council Legband to amend the Resolution to include that the Utility and Infrastructure Board approved the item unanimously by those present on December 10, 2019. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member McClain moved, seconded by Council Member Jensen to approve Resolution 2020-010 as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

**<u>UNFINISHED BUSINESS:</u> requires individual associated action**

24. Ordinance 5512 amending Chapter 3, Section 3-230 of the Fremont Municipal Code titled Municipal Sewerage System; charge and considerations for connections (second reading). Council Member Yerger moved, seconded by Council Member Jacobus to hold second reading of the Ordinance moving forward with options B & C. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Nay: Bechtel. Motion carried. City Clerk provided second reading.

25. Mayor Getzschman item - Ordinance 5519 pertaining to the sale and conveyance of real estate, a portion of Lot 4 of the Nelson Business Park owned by the City of Fremont, Nebraska to Del Peterson and Associates, Inc., a, Nebraska Corporation, pursuant to Nebraska law (final reading). Council Member Jensen moved, seconded by Council Member Legband to amend the purchase contract date to January 15, 2020. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Council Member Yerger moved, seconded by Council Member Jacobus to hold final reading of the amended Ordinance 5519. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided final reading. Mayor Getzschman called for a final vote on the Ordinance. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Ordinance 5519 is approved.

26. Council Member Jacobus Item - Discussion and Motion to Reconsider and Revise Resolution 2019-229 of the City Council of the City of Fremont, Nebraska, passed November 12, 2019, approving a Conditional Use Permit for Four Triplex Dwelling Units on property generally located at Linden and K Streets (report). Council Member Jacobus moved, seconded by Council Member Yerger to reconsider Resolution 2019-229. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus. Nays: Kuhns, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member Bechtel to open item for public comment. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member Yerger to receive into the record a document listing conditions for a Conditional Use Permit. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Jensen moved, seconded by Council Member McClain to receive documents outlining legal notice requirements. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Moved by Council Member Kuhns, seconded by Council Member McClain to go into executive session for the purpose of discussing threatened or potential litigation and for the further reason that the executive session is necessary for the protection of the public interest. The Mayor stated a motion had been made and seconded to go into executive session for the purpose of discussing threatened or potential litigation and for the further reason that the executive session is necessary for the protection of the public interest and asked for discussion. The Mayor stated the pending motion was to go into executive session for the purpose of discussing threatened or potential litigation and for the further reason that the executive session is necessary for the protection of the public interest. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. The Mayor stated that there was a motion to go into executive session for the purpose of discussing threatened or potential litigation and for the further reason that the executive session is necessary for the protection of the public interest had been approved. Discussion will be limited to threatened or potential litigation; session will include the Planning Director. No official actions or votes will be taken during the executive session. Time in: 11:13 p.m.
Moved by Council Member Jensen, seconded by Council Member Kuhns to come out of executive session where no official actions or votes were taken. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger,

Jensen, Jacobus, Legband. Time out: 11:29 p.m. Council Member Jensen moved, seconded by Council Member Legband to approve Resolution 2019-229. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Nay: Yerger. Motion carried.

33. Adjournment. Moved by Council Member Legband seconded by Council Member Kuhns to adjourn the meeting. Ayes: McClain, Kuhns, Bechtel, Yerger, Jensen, Legband. Nays: Ellis, Jacobus. Motion carried. Meeting adjourned at 11:35 p.m.

APPROVED AND ACCEPTED THIS 28TH DAY OF JANUARY AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA CITY COUNCIL MINUTES FOR JANUARY 14, 2020.

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Tyler Ficken, City Clerk Scott Getzschman, Mayor

Documents received into the record can be found here

# STAFF REPORT

TO: City of Fremont Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: January 28, 2020

SUBJECT: Amend November 26, 2019 Minutes to correct error

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Recommendation: Amend minutes to add number 2 language to item #21 of the November 26, 2019 Minutes

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**BACKGROUND:** I have been made aware of a mistake in excluding mention of "number two" in a motion amending Ordinance 5507 made on November 26, 2019.

During the November 26, 2019 City Council Meeting on item #21, Council Member Legband made a motion which was seconded by Council Member McClain, and approved by City Council to amend the Ordinance to "take out AR of the original in number two in Ordinance 5507". When writing the minutes I unintentionally omitted the reference to section two. Approval of this item will correct the error.

**FISCAL IMPACT:** None

CITY OF
FREMONT
NEBRASKA

**CITY COUNCIL MEETING MINUTES**
**November 26, 2019**
**City Council Chambers 400 East Military, Fremont NE**
**REGULAR MEETING – 7:00 P.M.**
**PUBLIC COMMENT – 6:30 P.M.**
**AMENDED AGENDA**

**REGULAR MEETING:**

1. Meeting called to order. Mayor Getzschman opened the Public Comment period and comments were made. Three people spoke and the topics included "LifeHouse housing project" and "various" topics; no comment cards were received. After the Pledge of Allegiance, the Mayor called the meeting of the City Council to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

2. Roll call. Roll call showed Council Members McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus and Legband present. 8 Councilmembers present.

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

4. Motion to adopt current agenda for November 26, 2019 Regular Meeting. Council Member Kuhns moved, seconded by Council Member Legband to adopt the agenda for the November 26, 2019 City Council Meeting. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

5. Recertification Presentation for Economic Development Certified Community with Lt. Governor Mike Foley. Mayor Getzschman stated that the item was canceled due to weather.

6. Executive Session to discuss threatened or potential litigation. Moved by Council Member Jensen, seconded by Council Member Kuhns to go into executive session for the purpose of discussing threatened or potential litigation and for the further reason that the executive session is necessary for the protection of the public interest to include legal, City Administrator, IT director and Assistant City Administrator for Utilities. The Mayor stated a motion had been made and seconded to go into executive session for the purpose of discussing threatened or potential litigation and for the further reason that the executive session is necessary for the protection of the public interest and asked for discussion. The Mayor stated the pending motion was to go into executive session for the purpose of discussing threatened or potential litigation and for the further reason that the executive session is necessary for the protection of the public interest. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. The Mayor stated that there was a motion to go into executive session for the purpose of discussing threatened or potential litigation and for the further reason that the executive session is necessary for the protection of the public interest had been approved. Discussion will be

limited to threatened or potential litigation. No official actions or votes will be taken during the executive session. Time in: 7:05 p.m.
Moved by Council Member Bechtel, seconded by Council Member McClain to come out of executive session where no official actions or votes were taken. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Time out: 7:32 p.m.

**PUBLIC HEARINGS:**

7. Ordinance 5517 to create a clean energy assessment district; to establish definitions; to provide for the financing, administration, and collections, to promote energy efficiency improvements and renewable energy systems known as Property Assessed Clean Energy (PACE) District (second reading). Council Member Yerger moved, seconded by Council Member Jacobus to continue the item including the public hearing to the next City Council meeting. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

**CONSENT AGENDA:** Council Member Jensen moved, seconded by Council Member Legband to approve consent agenda items 9-14, 16 and 18. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

9. Dispense with and approve November 12, 2019 City Council Meeting Minutes and Community Development Agency Meeting Minutes

10. Resolution 2019-241 to accept Sid Dillon Fleet UNL Contract #3085-19-2510 quote for 1 (ONE) new 1-ton truck for the Parks Department

11. Resolution 2019-242 to accept Sid Dillon Fleet UNL Contract #3085-19-2510 quote for 1 (ONE) new ¾-ton truck for the Parks Department

12. Resolution 2019-243 authorizing the purchase of Aviation General Liability Insurance with Ace Property and Casualty Insurance Company

13. Resolution 2019-244 to ratify the elections of the League Association of Risk Management (LARM) Board of Directors

14. Consideration of excavation/asphalt/concrete license application(s)

16. Resolution 2019-246 authorizing bid waiver/sole source purchase of one Zoll X-Series Heart Monitor/Defibrillator from the Zoll Medical Corporation

18. Motion to set time for December 30, 2019 City Council Meeting to 5:30 p.m. to conduct automatic clearing house transactions on December 30, 2019

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

8. Motion to approve November 12, 2019 through November 26, 2019 claims and authorize checks to be drawn on the proper accounts. Council Member McClain moved, seconded by Council Member Kuhns to approve November 12, 2019 through November 26, 2019 claims and authorize checks to be drawn on the proper accounts. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Legband. Abstention: Jacobus. Motion carried.

15. Resolution 2019-245 authorizing the purchase of enhanced terms including business interruption,

dependent business interruption, and system failure to the City's insurance coverages for the cyber liability policy with Beazley and issued through the League Association of Risk Management (LARM). Council Member Yerger moved, seconded by Council Member Jacobus to amend the Resolution to remove the whereas statement that includes Utility and Infrastructure Board reviewed and recommends approval of the enhancements to the cyber liability policy because we have no minutes or recorded vote. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus. Nays: McClain, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member Yerger to approve Resolution 2019-245 as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

17. Receive Local Option Economic Development Fund (LB840) Quarterly Report. Council Member Jensen moved, seconded by Council Member Yerger to receive Local Option Economic Development Fund (LB840) Quarterly Report. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

19. Receive Traffic Committee Report and consider Resolution 2019-247 authorizing placement of a stop sign at Lincoln Ave. and 26th St. Council Member Yerger moved, seconded by Council Member Legband to receive Traffic Committee Report and Approve Resolution 2019-247. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

**UNFINISHED BUSINESS: requires individual associated action**

20. Ordinance 5512 amending Chapter 3, Section 3-230 of the Fremont Municipal Code titled Municipal Sewerage System; charge and considerations for connections (second reading). Council Member Yerger moved, seconded by Council Member Bechtel to continue the item to the first City Council Meeting in January. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Legband. Nay: Jacobus. Motion carried.

21. Ordinance 5507 amending Exhibit B of Ordinance 5427 Section 11-504.01 regarding placement and density of multifamily dwellings (final reading). Council Member Jensen moved, seconded by Council Member Legband to receive copy of the original Ordinance 5507 into the record. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member Jensen to amend Ordinance 5507 to strike the second and third paragraph. Ayes: McClain, Jensen, Jacobus. Nays: Ellis, Kuhns, Bechtel, Yerger, Legband. Motion failed. Council Member Legband moved, seconded by Council Member McClain to amend the Original Ordinance 5507 to remove AR take out AR of the original in number two in Ordinance 5507. Ayes: McClain, Kuhns, Bechtel, Legband, Getzschman. Nays: Ellis, Yerger, Jensen, Jacobus. Motion carried. Council Member Legband moved, seconded by Council Member McClain to approve final reading of the original Ordinance 5507 as amended. Ayes: McClain, Kuhns, Bechtel, Legband, Getzschman. Nays: Ellis, Yerger, Jensen, Jacobus. Motion carried. City Clerk provided final reading of the Ordinance. Mayor Getzschman called for a final vote on the Ordinance. Ayes: McClain, Kuhns, Bechtel, Legband, Getzschman. Nays: Ellis, Yerger, Jensen, Jacobus. Ordinance 5507 is approved.

22. Ordinance 5516 annexing by voluntary petition 2.821 acres of property described as a tract of land being a portion of lot 8, poultry complex addition generally situated on the south side of Cloverly Rd., approximately 195 feet east of S. Main Street (second reading). Council Member Yerger moved, seconded by Council Member Legband to approve second reading of Ordinance 5516. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.

23. Ordinance 5515 detaching property consisting of 12.34 acres generally situated east of South Main St.

and north of Farm Hills Rd. (second reading). Council Member Jensen moved, seconded by Council Member Legband to approve second reading of Ordinance 5515. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.

24. Ordinance 5513 to rezone property associated with Brooks Hollow generally located at Aberdeen Street and Peterson Avenue, from R Rural to SR Suburban Residential (second reading). Council Member Kuhns moved, seconded by Council Member Jacobus to hold second reading of Ordinance 5513. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Nay: Yerger. Motion carried.

25. Ordinance 5514 annexing by voluntary petition Brooks Hollow Second Addition (second reading). Council Member Kuhns moved, seconded by Council Member Legband to approve second reading of Ordinance 5514. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.

**NEW BUSINESS: requires individual associated action**

26. Ordinance 5518 repealing and replacing Chapter 3, Article 7 Section 3-701 of the Fremont Municipal Code titled Municipal Library; operation and funding (first reading). Council Member Yerger moved, seconded by Council Member Jacobus to receive revised Ordinance language for library operations. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Yerger moved, seconded by Council Member Jacobus to continue the item to the first City Council Meeting in December. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

27. Ordinance 5519 pertaining to the sale and conveyance of real estate, a portion of Lot 4 of the Nelson Business Park owned by the City of Fremont, Nebraska to Del Peterson and Associates, Inc., a, Nebraska Corporation, pursuant to Nebraska law (first reading). Council Member Jacobus moved, seconded by Council Member Jensen to continue Ordinance 5519. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

28. Adjournment. Council Member Jensen moved, seconded by Council Member Legband to adjourn at 9:44 p.m. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

APPROVED AND ACCEPTED THIS 10TH DAY OF DECEMBER AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA CITY COUNCIL MINUTES FOR NOVEMBER 26, 2019.

Tyler Ficken, City Clerk

Scott Getzschman, Mayor

# STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** Tyler Ficken, City Clerk

**DATE:** January 28, 2020

**SUBJECT:** Deed of Reconveyance completing CDBG Loan payments(s): Knosp, 426 E. 10th Street

---

**Recommendation:** Authorize the Mayor to sign Deed of Reconveyance

---

**Background:** The borrower(s) have met the requirements of the CDBG loan, and the loan(s) have been paid and/or forgiven.

DOCUMENT#: **201303293**
Recorded 06-13-2013 at 1:58 PM
Carol Givens, Register of Deeds
DODGE COUNTY NE
Pages: 3 Fee: $22.00

***The above recording information verifies this document has been electronically recorded and returned to the submitter***

NED Inc., 111 South 1st Street, Norfolk, NE 68701

# *DEED OF TRUST*

THIS DEED OF TRUST is made on May 22, 2013.

The Trustor is Helen K. Knosp, a married person, also known as Borrowers.

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

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

Beneficiary's address is 400 East Military Avenue, Fremont, NE 68025

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

**THE EAST 70 FEET IN WIDTH OF LOT 6 IN BLOCK 63, PARTLY IN THE ORIGINAL PLAT OF THE CITY OF FREMONT AND PARTLY IN BARNARD'S ADDITION TO THE CITY OF FREMONT TOGETHER WITH THE SOUTH HALF OF A PLOT OF GROUND ADJOINING SAID PROPERTY ON THE NORTH ORIGINALLY PLATTED AS AN ALLEY, DODGE COUNTY, NEBRASKA.**

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

Borrowers owe Lender up to $25,000.00 evidenced by Borrowers' Note of even date, payable according to the terms thereof.

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

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

BORROWERS AND LENDER AGREE AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's Deed conveying the property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses

of the sale including, but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to the person or persons legally entitled to it.

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

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

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

16. Borrowers understand that the property must be occupied by tenants whose income is at or below 80% of the area median income (AMI) of the county in which assistance is received throughout the housing rental rehabilitation loan period. If, at any time during the housing rehabilitation loan period the property is no longer occupied by tenants whose income is at or below 80% of the area median income (AMI), borrowers will be declared in default of this security agreement and the Note which it secures.

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

18. Borrowers request that copies of all notices provided herein be sent to Borrowers' address, which is 3165 West County Road T Blvd., Fremont, NE 68025.

**IN WITNESS WHEREOF**, the Borrowers have signed this Agreement.

Helen K Knosp

Helen K. Knosp

STATE OF NEBRASKA )
) ss.
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 4th day of June, 2013 by Helen K. Knosp, a married person.

GENERAL NOTARY-State of Nebraska
MAUREEN M CHRISTENSEN
My Comm. Exp. Oct. 5, 2015

Maureen M Christensen

Notary Public

**DEED OF RECONVEYANCE**

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

The indebtedness secured by the Deed of Trust executed by Helen K. Knosp, a married person, , as Trustor(s) to Michael T. Brogan as Trustee, for the benefit of the City of Fremont as beneficiary dated June 4, 2013, and recorded on June 13, 2013, in the Office of the Register of Deeds of Dodge County, Nebraska recorded at Document #: 201303293, has been paid, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed an delivered as confirmed by its endorsement below.
In consideration of such payment and in accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deed of Trust in the following:

**THE EAST 70 FEET IN WIDTH OF LOT 6 IN BLOCK 63, PARTLY IN THE ORIGINAL PLAT OF THE CITY OF FREMONT AND PARTLY IN BARNARD'S ADDITION TO THE CITY OF FREMONT TOGETHER WITH THE SOUTH HALF OF A PLOT OF GROUND ADJOINING SAID PROPERTY ON THE NORTH ORIGINALLY PLATTED AS AN ALLEY, DODGE COUNTY, NEBRASKA**

Dated: _____ By: _____
Michael T. Brogan, Trustee

STATE OF NEBRASKA )
) ss.
COUNTY OF MADISON )

The foregoing instrument was acknowledged before me on_____by Michael T. Brogan, as Trustee.

Witness my hand and seal:
_____
Notary Public

REQUEST FOR RECONVEYANCE

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

By: _____
Scott Getzschman, Mayor
City of Fremont, Beneficiary

STATE OF NEBRASKA )
) ss.
COUNTY OF DODGE )

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

Witness my hand and seal:
_____
Notary Public

# STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** Tyler Ficken, City Clerk

**DATE:** January 28, 2020

**SUBJECT:** Deed of Reconveyance completing CDBG Loan payments(s): Voorhies, 922 N. D Street

---

**Recommendation:** Authorize the Mayor to sign Deed of Reconveyance

---

**Background:** The borrower(s) have met the requirements of the CDBG loan, and the loan(s) have been paid and/or forgiven.

DOCUMENT#: **201401201**
Recorded 03-28-2014 at 12:35 PM
Carol Givens, Register of Deeds
DODGE COUNTY NE
Pages: 3 Fee: $22.00

***The above recording information verifies this document has been electronically recorded and returned to the submitter***

NED Inc., 111 South 1st Street, Norfolk, NE 68701

# *DEED OF TRUST*

THIS DEED OF TRUST is made on March 21, 2014.

The Trustor is Jane E Voorhies and Ken E Voorhies, wife and husband, also known as Borrowers.

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

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

Beneficiary's address is 400 East Military Avenue, Fremont, NE 68025

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

The North 66 feet in length of Lot 5 and the South half of the vacated alley adjacent thereto on the North, all in Block 87, Original Town, now City of Fremont, Dodge County, Nebraska.

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

Borrowers owe Lender up to $25,000.00 evidenced by Borrowers' Note of even date, payable according to the terms thereof.

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

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

BORROWERS AND LENDER AGREE AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Borrowers understand that the property must be occupied by tenants whose income is at or below 80% of the area median income (AMI) of the county in which assistance is received throughout the housing rental rehabilitation loan period. If, at any time during the housing rehabilitation loan period the property is no longer occupied by tenants whose income is at or below 80% of the area median income (AMI), borrowers will be declared in default of this security agreement and the Note which it secures.

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

18. Borrowers request that copies of all notices provided herein be sent to Borrowers' address, which is 2901 Sunburst Drive, Fremont, NE 68025.

**IN WITNESS WHEREOF**, the Borrowers have signed this Agreement.

Jane E. Voorhies

Jane E Voorhies

Ken E Voorhies

STATE OF NEBRASKA )
) ss.
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me on this 27 day of March, 2014, by Jane E Voorhies and Ken E Voorhies, wife and husband.

GENERAL NOTARY - State of Nebraska
MARILOU LENZ
My Comm. Exp. June 25, 2014

Marilou Lenz

Notary Public

**DEED OF RECONVEYANCE**

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

The indebtedness secured by the Deed of Trust executed by Jane E. Voorhies and Ken E. Voorhies, wife and husband, , as Trustor(s) to Michael T. Brogan as Trustee, for the benefit of the City of Fremont as beneficiary dated March 27, 2014, and recorded on March 28, 2014, in the Office of the Register of Deeds of Dodge County, Nebraska recorded at Document #: 201401201, has been paid, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed an delivered as confirmed by its endorsement below.
In consideration of such payment and in accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deed of Trust in the following:

**The North 66 feet in length of Lot 5 and the South half of the vacated alley adjacent thereto on the North, all in Block 87, Original Town, now City of Fremont, Dodge County, Nebraska**

Dated: _____ By: _____
Michael T. Brogan, Trustee

STATE OF NEBRASKA )
) ss.
COUNTY OF MADISON )

The foregoing instrument was acknowledged before me on_____by Michael T. Brogan, as Trustee.

Witness my hand and seal: _____
Notary Public

REQUEST FOR RECONVEYANCE

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

By: _____
Scott Getzschman, Mayor
City of Fremont, Beneficiary

STATE OF NEBRASKA )
) ss.
COUNTY OF DODGE )

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

Witness my hand and seal: _____
Notary Public

CITY OF FREMONT NEBRASKA

# Economic Development Quarterly Report January 28, 2019

## Business Attraction

GFDC (Year to date) Highlights

- ★ **45 Leads**
- ★ **40 submissions**
- ★ 7 site visits
- ★ **10 landed projects (Official)**
  - Fremont Community Housing
  - Senor Tequila (Mexican Restaurant)
- ★ 26 Active Projects
- ★ Primary Lead Industry -- Manufacturing/Logistics/Petfood
- ★ Primary Lead Source
  - 27 Direct
  - 8 Partner (GOEDP or DED, etc.)
  - 0 Consultant/RE Agent

## Sample Leads

- Auto Manufacturing, Housing, Rail Access, New Bldg 300k sqft., CI $75MM, 100 jobs
- Workforce Housing, 300 units, $30MM, Mixed Income
- Medicare Startup, Care Management, 100 jobs, Existing Bldg, new to market, CI $2MM

## Business Retention & Expansion

Highlights (Year-to-date)

- ★ **88 local business visits**
- ★ 104 company assists
- ★ 6 Expansion Leads; 3 Landed Projects
- ★ $216.2 million Capital Investment - 165 jobs added
- ★ Welstead Loan Fund launch - **Oct 2019**

## Workforce Development & Preparedness

- ★ Work Ready Community - Launched Oct 4 - Hansen Mueller
- ★ Fremont Talent Ready Initiative - 3 groups: Manufacturing, Healthcare, Non-Profit. Sample of projects they worked on:
  - Drive Thru Job Fair - Two completed
  - Career Placement Pilot - 10 completed the program 2019
- ★ Fremont Area Diesel Tech Academy - ongoing - MCC Diesel Tech Advisory meetings;.
- ★ CareerRockit - 21,488 experiences to date - partnership with FACC; GOCC

## Quality of Life

- ★ Creation of the HWGH Fund $1 Million
- ★ 640 units projected - $52 million Capital Investment
- ★ Multicultural Inclusion Council Established June 2019
- ★ **Awarded $3.685MM- $500K received from Disaster Recovery**

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer McDuffee, Director of Human Resources

DATE: January 28, 2020

SUBJECT: International Association of Firefighters (IAFF) Local 1015 Memorandum of Understanding

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Recommendation: Approve a motion authorizing the Mayor to sign the Memorandum of Understanding with the International Association of Firefighters Local 1015 regarding Dues Checkoff.

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**Background:** Currently, the IAFF Local 1015 has made arrangements directly with its members regarding payment of union dues. The union has approached City staff to request that the City begin deducting union dues from paychecks and submitting them to the union.

The attached Memorandum of Understanding (MOU) has been drafted between City staff and IAFF representatives to permit the City to make such deductions from paychecks and submit dues to the union.

The process and language will significantly mimic current dues arrangements and language with the FOP, IBEW, and AFSCME unions.

The MOU has been approved by the City Attorney.

**Fiscal Impact:** None.

# MEMORANDUM OF UNDERSTANDING

The City of Fremont, Nebraska ("City"), and the International Association of Firefighters Local 1015 ("IAFF Local") are parties to a collective bargaining agreement effective October 1, 2017, to September 30, 2021 ("Agreement").

The language contained in the current contract does not provide the ability for the City to deduct membership dues from employee paychecks and forward these funds to the IAFF Local. The IAFF Local has requested that the City begin doing so.

Therefore, the City and the IAFF Local (collectively, the "parties") have agreed to enter into the following Memorandum of Understanding ("MOU") to correct and provide necessary changes and additions to the Agreement (Article 2) for the IAFF Local in regards to Dues Check Off.

1. Unless otherwise agreed upon herein, this MOU is effective for the term of the Agreement.

2. The City agrees to deduct regular bi-weekly dues from the pay of each employee covered by this Agreement, provided, that at the time of such deduction the City has in its possession a current written authorization, executed by the employee.

3. Deductions made under Item 2 shall be submitted to the Treasurer of the IAFF Local or their designated representative.

4. The City or any of its officers, agents, or officials shall not be liable for the remittance of payment of any sum other than those constituting actual deductions made.

5. The IAFF Local shall provide the City, specifically the Director of Finance (or designee), the amount of dues to be collected for each applicable employee upon initial execution of the Dues Deduction Authorization and upon any change in the deduction amount.

6. The IAFF Local further agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgements brought or issued against the City as a result of any action taken or not taken by the City.

| City of Fremont, Nebraska | International Association of Firefighters (IAFF Local) |
|---|---|
| By: _____ | By: Dave Wordekemper |
| Mayor Scott Getzschman | Dave Wordekemper |

Approved by the Fremont City Council on this ____ day of January, 2020.

ATTEST

_____

City Clerk

# STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: January 28, 2020

SUBJECT: Planning Commission & Housing Agency appointments

**Recommendation:** Move to approve the recommendation of the Mayor to appoint Stan Darling to an unexpired term on Planning Commission ending April 30, 2022, and reappoint Stan Darling to the Housing Agency Board for a term ending September 2024.

**Background:** Appointee will complete the remainder of the term of Rory Bowen on the Planning Commission

# STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Holzerland, Communications Director

DATE: January 28, 2020

SUBJECT: Upgrade of VIPER 911 system

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**Recommendation:** Approve Resolution 2020-012 to accept the Master Service Agreement in connection with the VIPER upgrade project

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**Background:** The current 911 system was installed in 2013. It has been properly maintained but it is now in need of an upgrade of the hardware and software. The 911 center is also preparing to transition to NG-911. This upgrade will take that transition in to account and prepare the PSAP to function in the NG-911 IP based environment and to act as a regional host, if necessary.

The contract and quote for this project was approved by the City Council on January 14, 2020. It is necessary to accept the Master Service Agreement with Centurylink in order to move forward with the project.

**Fiscal Impact: No additional fiscal impact from accepting this agreement.**

**CENTURYLINK MASTER SERVICE AGREEMENT**
**PUBLIC SAFETY VERSION**

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC** ("CenturyLink") and **FREMONT/DODGE COUNTY COMMUNICATIONS** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from CenturyLink.

**1. Term.** The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").

**2. Service.** CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. At CenturyLink's discretion, additional Service Attachments may be added by Amendment or by Customer placing an Order.

- **Enhanced 9-1-1 Service Schedule**
- **Sales/Installation/Maintenance Service Schedule**
- **Level 3® CPE-Based On Site Support Services**
- **Service Appendix (Retail Version)**

**3. Order(s).** Customer may submit requests for Service in a form designated by CenturyLink ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

**4. Billing and Payment.**

**4.1 Commencement of Billing.** Unless otherwise set forth in a Service Attachment, CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies CenturyLink within three days after delivery of the Connection Notice that Service is not functioning properly, CenturyLink will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.

**4.2 Payment of Invoices and Disputes**. Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs CenturyLink incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

**4.3 Taxes and Fees**. Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

**4.4 Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent


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products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

**4.5 Regulatory and Legal Changes**. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after CenturyLink's notice requesting renegotiation, CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If CenturyLink does so, Customer may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

**4.6 Cancellation and Termination Charges**. Unless otherwise set forth in a Service Attachment:

**(a)** Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for "off-net" Service, third party termination charges for the cancelled Service; (2) for "on-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

**(b)** Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

**5. Default.** If (a) Customer fails to make any payment when due and such failure continues for five business days after CenturyLink's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 6.1 (Damages Limitations) and 6.3 (Service Levels), pursue any remedies it may have at law or in equity.

**6. Liabilies and Service Levels.** The remedies and limitations of liability for any claims arising between the parties are set forth below and, as may be applicable, in the Tariff, regulation, or statute.

**6.1 Damages Limitations**. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or Service Attachment. UNLESS OTHERWISE SET FORTH IN A SERVICE ATTACHMENT. CUSTOMER'S EXCLUSIVE REMEDIES FOR CLAIMs WILL BE LIMITED TO THE TOTAL MRCs OR USAGE CHARGES PAID BY CUSTOMER TO CENTURYLINK FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. CENTURYLINK'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ERRORS, INTERRUPTIONS, DEFECTS, FAILURES, OR MALFUNCTIONS OF ANY SERVICE OR ANY PART THEREOF CAUSED BY THE NEGLIGENCE OF CENTURYLINK WILL NOT EXCEED THE GREATER OF $50.00 OR AN AMOUNT EQUIVALENT TO THE PRO RATA CHARGES FOR THE SERVICE AFFECTED DURING THE TIME THE SERVICE WAS FULLY OR PARTIALLY INOPERATIVE. FURTHER CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. IN ADDITION, CENTURYLINK WILL NOT BE LIABLE FOR ANY DAMAGE THAT RESULTS FROM INFORMATION PROVIDED TO CUSTOMER BY ANY OTHER DATA PROVIDER(S).

**6.2 Disclaimer of Warranties.** CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR NON-INFRINGEMENT, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT, CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE. IF CENTURYLINK INTEGRATES ANY RECORDS PROVIDED TO CENTURYLINK BY ANY OTHER DATA PROVIDER, FOR INCLUSION IN THE CUSTOMER'S 9-1-1 DATA, CENTURYLINK MAKES NO REPRESENTATION OR WARRANTY AND ASSUMES NO LIABILITY REGARDING THE ACCURACY OF THE DATA PROVIDED BY ANY OTHER DATA PROVIDER. IN ADDITION TO ANY OTHER DISCLAIMERS OF WARRANTY STATED IN THE AGREEMENT, CENTURYLINK MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE PERFORMANCE OF THE SERVICES WILL RENDER


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CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES, OR THAT THE SERVICES WILL BE PROVIDED ERROR-FREE.

**6.3 Service Levels.**

**(a)** Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Scheduled maintenance under Section 7 and force majeure events are considered Excused Outages.

**(b)** Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at http://www.level3.com) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

**6.4 Right of Termination for Installation Delay**. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

**7. Customer Premises; Title to Equipment**. If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Customer will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

**8. Scheduled Maintenance and Local Access.** Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

**9. General Terms.**

**9.1 Force Majeure**. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

**9.2 Assignment and Resale**. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

**9.3 Affiliates**. CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

**9.4 Notices**. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login/ or via the following website / link:


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http://www1.level3.com/disco/disco.html and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login/ or via Email at: billing@centurylink.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel.

**9.5 Acceptable Use Policy and Data Protection**. Customer must comply with the CenturyLink Acceptable Use Policy ("AUP"), which is available at http://www.centurylink.com/legal, for Services purchased under this Agreement and acknowledge the CenturyLink Privacy Policy, which is available at http://www.centurylink.com/aboutus/legal/privacy-policy.html. CenturyLink may reasonably modify these policies to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers.

**9.6 Confidentiality.** Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

**9.7 Intellectual Property Ownership; Use of Name and Marks.** Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

**9.8 Governing Law; Amendment**. This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

**9.9 Critical 9-1-1 Circuits.** The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

**9.10 International Services.** For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

**9.11 Relationship and Counterparts**. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.



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**CENTURYLINK COMMUNICATIONS, LLC**

Authorized Signature

Name Typed or Printed

Title

Date

**FREMONT/DODGE COUNTY COMMUNICATIONS**

Authorized Signature

Name Typed or Printed

Title

Date

Customer's Address for Notices: 725 N Park Ave, FREMONT, NE 68025;
Customer's Facsimile Number (if applicable): (140) 272 - 7276
Person Designated for Notices: General Counsel



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**CENTURYLINK MASTER SERVICE AGREEMENT**
**PUBLIC SAFETY VERSION**
**ENHANCED 9-1-1 SERVICE SCHEDULE**

**1. Services.**

**1.1** Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") will provide, and Customer will purchase, the Enhanced 9-1-1 service ("Service") provided under this Service Schedule. CenturyLink will not provide Service to less than an entire central office service area. Service does not include facilities provided by independent telephone companies ("ILECs") and/or Competitive Local Exchange Carrier ("CLEC"). Service is a telecommunications exchange service that routes 9-1-1 dialed calls to a Customer designated Public Safety Answering Point ("PSAP"). The number "9-1-1" is intended as a universal emergency telephone number that provides the public direct access to a PSAP. A PSAP is an agency authorized to receive and respond to emergency calls. One or more PSAPs may be required for any given municipality or metropolitan area. PSAPs are designated by the Customer and specified in Addendum to this Service Schedule Service includes CenturyLink network facilities necessary for the answering, transferring, and forced disconnect of emergency 9-1-1 calls originated by persons within the servicing area(s). CenturyLink does not answer and forward 9-1-1 calls, but furnishes the use of its facilities to enable the Customer's E9-1-1 and/or 9-1-1 personnel to respond to such calls.

**1.2** CenturyLink will provide Service up to the Standard Network Interface ("SNI") for each of the service locations at Customer's location(s). The SNI is that location where CenturyLink's protected network facilities end and Customer's inside wire or network begins. Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Service Schedule. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs. CenturyLink reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

**1.3** Customer will use the E911 database provided by CenturyLink only for answering and responding to E911 calls. Customer will be responsible for ensuring that each PSAP will also use the E911 database as prescribed herein. Any other use of the database will result in immediate termination of Service.

**1.4** CENTURYLINK ACCEPTS NO RESPONSIBILITY FOR OBTAINING OR FOR THE ACCURACY OF SUBSCRIBER, STATION, OR END-USER RECORD INFORMATION RECEIVED FROM ILECS, CLECS, OR PRIVATE TELECOMMUNICATIONS SYSTEMS, SUCH AS PBX OR SHARED TENANT SERVICES.

**1.5** Customer will provide a Master Street Address Guide ("MSAG") to CenturyLink for use in the database preparation. The MSAG must follow the National Emergency Numbering Association ("NENA") recommended United States Postal Service street name and directional addressing standard. In addition, Customer will ensure that each participating telephone service provider's records are sent electronically in the NENA 512 format for database updates.

**1.6** CenturyLink will not deliver Service until each participating telephone service provider's records for Customer's service are a match the applicable Master Street Address Guide at a rate of Other = 95% Customer is fully responsible for correcting all erroneous records and achieving such rate.

**1.7** CenturyLink will perform inspection and/or monitoring of its facilities on a routine basis, to discover errors, defects and malfunctions that might affect the Service. Customer understands and acknowledges that this inspection and monitoring may not detect all errors that may occur. Some Service-related issues may arise that impact and delay or prevent call delivery. Some Service-related issues may occur which the system will not recognize and will therefore not cause an automatic rerouting of calls to an alternate destination. Customer may authorize CenturyLink to manually implement an alternate call route as required.

**2. Service Term.** The term of this Service Schedule will commence when this Service Schedule is made effective to the Agreement, provided mandatory filing requirements are met, and will expire 12 months from the first installation date of Service as evidenced by CenturyLink's records (the Service Term"). Customer agrees the Service is subject to a minimum period of the first 12-month period of the Service Term ("Minimum Service Period"). Renewals will require a new Service Term. Customer may enter into a new Service agreement that establishes a greater available term period without incurring non-recurring or termination charges. Should CenturyLink continue to provide Service after the Service Term, terms of this Service Schedule will continue to apply to the Service and the Service charges will convert to the applicable month-to-month rates set forth in the applicable Tariff. If Service is continued on a month-to month basis, either party may terminate Service with 30 days' prior written notice to the other party.

**3. Cancellation and Termination Charges.**

**3.1** Either party may terminate Service and/or this Service Schedule in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Service Schedule, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Service Schedule). Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service and/or this Service Schedule is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for:


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**(a)** If termination is prior to installation of Service, termination charges will be those reasonable costs incurred by CenturyLink through the date of termination. If termination is after installation of Service but prior to the completion of the Minimum Service Period, Customer will pay the termination charges for Minimum Service Period in addition to the termination charges for the remainder of the Service Term.

**(b)** If Customer terminates Service to a level that is less than 80% of a total annual true-up monthly rate, a termination charge may apply to the Service removed below the 80% level. The termination charge will be equal to 100% of the monthly rate for the Service terminated below the 80% level multiplied by the number of months, or portion thereof, remaining in the Minimum Service Period; plus 50% of the monthly rate for Service removed below the 80% level multiplied by the number of months, or portion thereof, remaining in the Service Term.

**3.4** A termination charge will be waived when the Customer discontinues Service and the following conditions are met: (a) Customer signs new service schedules for any other CenturyLink provided new service(s) and all applicable nonrecurring charges will be assessed for the new service(s); (b) Both the current Service and the new service(s) are provided solely by CenturyLink; (c) The order to discontinue Service and the order to establish new service(s) are received by CenturyLink within 30 days of each other for service in New Mexico, and at the same time for service in any other state; (d) The new service installation must be completed within 30 calendar days of the disconnection of Service, unless such installation delay is caused by CenturyLink; (e) The total value of the new service(s), excluding any special construction charges, is equal to or greater than 115% of the remaining value of this Service Schedule; (f) A new Minimum Service Period, if applicable, will go into effect when the new service(s) agreement term begins; and (g) Customer agrees to pay any previously billed, but unpaid recurring, and any outstanding nonrecurring charges - these charges cannot be included as part of the new service(s) agreement. The waiver does not apply to changes between regulated and unregulated or enhanced products and services. New service is defined as a newly installed service placed under a new CenturyLink service agreement(s), or newly installed additions to an existing service agreement(s), but does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) and conversions from month-to-month service to contracted service.

**3.5** New service is defined as a newly installed service placed under a new service agreement(s), or newly installed additions to an existing service agreement(s), but does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) and conversions from month-to-month service to contracted service.

**4. Charges and Payment.**

**4.1** Customer will be billed the Tariff rates in effect for all Service monthly rate elements. Customer may add Service under this Service Schedule at the Tariff rates and charges in effect at the time of the addition(s). CenturyLink reserves the right to revise rates if a change in the statutes or administrative rules affects the cost of providing Service. Customer must pay CenturyLink all charges by the payment due date on the invoice. Any amount not paid when due is subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law.

**4.2** Provision of Service under this Service Schedule may involve ILEC territories. Charges for Service only include Service provided within CenturyLink Territory up to the meet point of the ILEC and/or CLEC. Other charges which involve work performed by the ILEC and/or CLEC will be in addition to CenturyLink's charges and will be negotiated separately between Customer and the ILEC and/or CLEC. "CenturyLink Territory" means CenturyLink's local service areas in the following states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming.

**5. Other Terms.**

**5.1 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login/ or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**5.2 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: Tariff, this Service Schedule and its Addendum, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, any other documents attached or expressly incorporated into the Agreement and then CenturyLink records.


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CENTURYLINK MASTER SERVICE AGREEMENT
PUBLIC SAFETY VERSION
ENHANCED 9-1-1 SERVICE SCHEDULE

## ADDENDUM 1
## CENTRAL OFFICE PSAP INFORMATION

**BILLING NUMBER: 12168**

| PSAP NAME | PSAP ADDRESS | CENTRAL OFFICE CLLI CODE SERVING THE PSAP | NPA/NXX |
|---|---|---|---|
| Fremont Dodge County Communications | 725 N Park Ave Fremont, NE 68025 | FRMTNENWDS0 | 402-721 |



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**CENTURYLINK MASTER SERVICE AGREEMENT**
**PUBLIC SAFETY VERSION**
**SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

**1. Products and Services Description.**

**1.1 Product Sales.** CenturyLink will provide and Customer will purchase the hardware and/or software ("Products") specified in the valid CenturyLink-issued quote. Customer will purchase Products to provide public safety emergency communications services.

**1.2 Installation.** CenturyLink will install Products specified in the valid CenturyLink-issued quote under the Installation Terms and Conditions described in Addendum 1. Products delivered to Customer will be available at site on the estimated installation dates identified in Addendum 1.

**1.3 Maintenance Services.**

**(a) Onsite Maintenance.** CenturyLink will provide onsite maintenance services for the Products specified in the valid CenturyLink-issued quote under the CenturyLink Centurion On-Site Maintenance Terms and Conditions in Addendum 2.

**(b) Vendor-provided Remote Maintenance.** CenturyLink will charge Customer for any vendor-provided supplemental remote maintenance included as part of this Service Schedule. Supplemental maintenance provided by vendors will be under vendor's terms and conditions. Supplemental maintenance terms and conditions for the following vendors are at the websites below, or any successor websites designated by the vendors:

- Cisco terms and conditions are available at "Cisco Smart Net Total Care" under technical support services at http://www.cisco.com/c/en/us/about/legal/service-descriptions.html
- West (formerly Intrado) terms and conditions are available at https://www.west.com/legal-privacy/terms/#call-handling

**2. Service Term.** The term of the Products will commence on upon execution of this Service Schedule and will continue until expiration of the last ordered Maintenance Term as specified in the valid CenturyLink-issued quote ("Service Term").

**3. Billing and Payment.** Customer will pay th emonthly recurring charges ("MRCs") and non-recurring charges ("NRCs") related to the Services set forth in the valid CenturyLink-issued quote in accoradance with this Service Schedule. All charges are due within 30 days of the invoice date and in accordance with the Payment Schedule on Addendum 3.

**4. Customer Responsibilities.** Customer will (a) ensure that its personnel are available to receive delivery of Products at site, at a date and time to be determined between CenturyLink and Customer; (b) grant reasonable right of entry to CenturyLink's representatives to deliver the Products or perform all services contemplated under or by virtue of this Service Schedule, or both, and will make available a reasonable amount of appropriate, secure space for storage of Products or parts as necessary; and (c) ensure proper site preparation and meet and maintain proper environmental conditions, including air conditioning, cleanliness, temperature requirements, and electrical requirements as indicated by the manufacturers of Products specified in the valid CenturyLink-issued quote. Customer agrees to follow the National Emergency Numbering Association ("NENA") recommendations and guidelines for site preparation as set forth in the NENA Technical Information Document 04-502, which can be found at www.nena.org.

**5. Title, Invoicing and Security Interest.** Ownership and all risk of loss of Product will transfer to Customer upon delivery, except damage caused by CenturyLink, its agents or subcontractors. Until Customer pays CenturyLink in full for any Product, Customer (a) grants to CenturyLink a continuing security interest in such Product, including additions, replacements and proceeds; (b) authorizes CenturyLink to file a financing statement with or without Customer's signature, and (c) will not transfer the Product or change its name or organizational status except upon at least 30 days prior written notice to CenturyLink.

**6. Health and Safety Compliance.** CenturyLink and Customer will adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and Health Administration's (OSHA) rules and regulations. Customer agrees to certify that there is no asbestos on any premises in any areas where CenturyLink will be working. In the event Customer will not certify an asbestos free environment or asbestos is discovered in the CenturyLink work area, there may be additional costs to perform under this Service Schedule in compliance with OSHA's rules and regulations. Customer understands and agrees this Service Schedule does not include the prices attributable to working in an asbestos environment including, but not limited to, asbestos sampling, testing, cleanup, or rerouting or delays caused by any of the above. Customer understands and agrees that prices attributable to any of the above will be in addition to the price agreed to herein and Customer agrees to pay the additional amounts. Customer's non-compliance with this provision will be considered as Customer's default under this Service Schedule.

**7. Customer Acceptance.** CENTURYLINK AND CUSTOMER MUST REVIEW AND SIGN THE CUSTOMER ACCEPTANCE FORM. THE CUSTOMER ACCEPTANCE FORM OUTLINES CENTURYLINK'S ACCEPTANCE POLICY AND IS INCORPORATED BY REFERENCE INTO THIS SERVICE SCHEDULE. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE CUSTOMER ACCEPTANCE FORM AND THE TERMS OF THIS SERVICE SCHEDULE, THE TERMS OF THIS SERVICE SCHEDULE WILL CONTROL. CUSTOMER MUST NOTIFY CENTURYLINK IN WRITING AND SPECIFY ANY PORTIONS OF THE PRODUCTS LISTED IN THE VALID CENTURYLINK-ISSUED QUOTE THAT ARE UNACCEPTABLE. IF CUSTOMER DOES NOT NOTIFY CENTURYLINK WITHIN 10 BUSINESS DAYS FROM THE INSTALLATION DATE OR DELIVERY DATE, WHICHEVER IS APPLICABLE, PRODUCTS WILL BE DEEMED ACCEPTED. ANY PRODUCT INSTALLED BY CENTURYLINK IS CONSIDERED ACCEPTABLE AND BILLABLE IF IT IS INSTALLED AND OPERATES MATERIALLY IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.


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CENTURYLINK RESERVES THE RIGHT TO CORRECT ANY PORTION OF A PRODUCT THAT HAS BEEN REJECTED BY CUSTOMER. ANY PORTION OF A PRODUCT THAT HAS NOT BEEN REJECTED BY CUSTOMER AND IS FUNCTIONALLY DIVISIBLE WILL BE DEEMED ACCEPTED AND MAY BE INVOICED SEPARATELY. MOVES AND CHANGES ARE CONSIDERED ACCEPTED WHEN THE DESCRIBED WORK IS MATERIALLY COMPLETED. ANY PORTION OF A PRODUCT THAT IS FOUND TO BE UNACCEPTABLE AFTER THE 10-DAY ACCEPTANCE PERIOD MAY BE REPORTED TO THE CENTURYLINK E911 CALL CENTER AT 1-800-357-0911.

**8. Adds; Changes.** Any changes to a Product order or installation request, including an increase in quantity, must be by written amendment or by submitting a 911 CPE purchase order ("Purchase Order") to CenturyLink. The amendment or Purchase Order will be signed by authorized representatives of both parties and made a part of this Service Schedule.

**9. Right to Subcontract.** It is specifically agreed that CenturyLink may subcontract all or any portion of the work without the prior written consent of Customer. CenturyLink will remain responsible for the work of any subcontractor.

**10. HIPAA.** To the extent the Services involve the ongoing storage of or routine access to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA"), or CenturyLink is otherwise acting as a Business Associate (pursuant to HIPAA), CenturyLink will agree to the terms in its then-current Business Associate Agreement upon Customer's request.

**11. Liabilities.** OPERATION OF PUBLIC SAFETY SYSTEMS, CUSTOMER PREMISES SERVICES AND PRODUCTS IS THE SOLE RESPONSIBILITY OF CUSTOMER. CENTURYLINK'S SOLE UNDERTAKING IS LIMITED TO PROVIDING THE PRODUCTS SOLD AND INSTALLATION AND MAINTENANCE OF THE PRODUCTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SERVICE SCHEDULE. THE PROVISION OF PRODUCTS SOLD AND SERVICES PERFORMED BY CENTURYLINK TO CUSTOMER WILL NOT BE INTERPRETED, CONSTRUED, OR REGARDED, EITHER EXPRESSLY OR IMPLIED, AS BEING FOR THE BENEFIT OF, OR CREATING ANY CENTURYLINK OBLIGATION TOWARD ANY THIRD PARTY OR LEGAL ENTITY OTHER THAN CUSTOMER. CENTURYLINK'S OBLIGATIONS EXTEND SOLELY TO CUSTOMER. CENTURYLINK'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE HIGHER OF THE REPAIR OR REPLACEMENT COST OF THE ITEM WHICH DIRECTLY GIVES RISE TO THE CLAIM. ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS.". CenturyLink is not responsible for any Product or Service defects or damages resulting from mishandling, abuse, misuse, accident, electrical power surges or current fluctuations, Force Majeure Events, improper storage, or operation, including use in conjunction with equipment electrically or mechanically incompatible with or of inferior quality to the supplied equipment or failure to maintain the environmental conditions specified by the manufacturer or licensor.

**12. Software License.** One or more of the Products may be or may contain software. In some cases the Products manufacturer (CenturyLink's vendor) has embedded such software into the hardware as an integral part of the Products. All software remains the property and full ownership of the creator, developer, manufacturer, or copywriter, whichever the case may be. If required by creator, developer, manufacturer or copywriter, a license must be agreed to by the end-user (CenturyLink's Customer), to use such software and may contain specific terms and conditions for such use. These specific terms and conditions for use are governed entirely by said creator, developer, manufacturer, or copywriter and will be adhered to by both parties. Upon the requirement of creator, developer, manufacturer or copywriter to execute a software license agreement by end-user, such license must be executed by CenturyLink's Customer as required, and will become a part of this Service Schedule by reference.

**13. Other Terms.**

**13.1 Cancellation and Termination Charges**. This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

> **Cancellation and Termination Charges.** Either party may terminate Service: (a) as set forth within this Service Schedule with 60 days' prior written notice to the other party, or (b) for Cause. If Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the termination charges, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Addendum).

**13.2 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login/ or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**13.3 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: this Service Schedule and its Addendums, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.


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**CENTURYLINK MASTER SERVICE AGREEMENT**
**PUBLIC SAFETY VERSION**
**SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

**ADDENDUM 1**
**INSTALLATION TERMS AND CONDITIONS**

**1. CenturyLink's Responsibilities.** CenturyLink will ensure that the Products set forth in valid CenturyLink-issued quote have been installed according to the manufacturer's specifications.

**2. Time and Materials Charges.** Additional time and materials charges are applicable under the following circumstances:

**2.1** Any modifications to building's electrical system required to install listed Products that are not properly performed or provided by Customer;

**2.2** Drilling of access holes and provisioning of suitable conduit (if required) from equipment room to dispatch center for cable access that are not properly performed or provided by Customer; or

**2.3** Customer requests that CenturyLink connect the Products to voice recorder equipment which was not purchased under this Service Schedule.

**3. Target Dates.**

**3.1** Installation begin date (estimated): XX/XX/XXXX

**3.2** Installation complete date (estimated): XX/XX/XXXX



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**CENTURYLINK MASTER SERVICE AGREEMENT**
**PUBLIC SAFETY VERSION**
**SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

**ADDENDUM 2**
**CENTURION™ ON-SITE MAINTENANCE SERVICE TERMS AND CONDITIONS**

**1. General; Definitions.** Capitalized terms not defined herein are defined in the Service Schedule or Agreement.

"Best Effort Network" means any private or public network that cannot sustain Quality of Service (QoS) for time sensitive traffic from one end point to another.

"Cause" means the failure of a party to perform a material obligation under the Service Schedule, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

"Center" means the CenturyLink Customer Service Center.

"Covered Hours" means (a) for standard maintenance, 8:00 am to 5:00 pm Local Time, Monday through Friday, excluding CenturyLink-observed holidays; or (b) for premium maintenance, 24 hours per day, 7 days per week, including CenturyLink observed holidays.

"Covered Product" means CPE hardware and software manufactured by a CenturyLink approved vendor and is part of CenturyLink's standard portfolio for which CenturyLink will provide maintenance coverage as described herein.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"End of Life" or "EOL" means equipment or software that is no longer available or supported by the manufacturer or producer.

"End of Sale" or "EOS" means new equipment or software that is no longer available for purchase from the manufacturer or producer but support and replacement equipment is available from the manufacturer or producer.

"Engagement" means when the Center confirms with Customer entitlement to support and technician assignment.

"Field Replaceable Unit" means a circuit board, part, or assembly that can be quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility.

"Lease" means a separate agreement with a CenturyLink preferred leasing vendor to finance Service.

"Local Time" means the time zone in which Covered Product is located.

"Maintenance Release" means an incremental release of Software that provides maintenance fixes or corrective content and may provide additional Software features.

"MD" means that the Covered Product or Software has been designated by the vendor as no longer supportable by manufacturing, design, and related processes. Covered Product designated as MD is no longer available for sale. Software designated as MD may no longer be available for upgrades or expansion, depending on the current state of the software.

"Non-Standard Products" means hardware or software purchased from CenturyLink that is not part of CenturyLink standard product portfolio and is no longer available for new sale or limited support through the manufacturer.

"Response" means the period of time between (a) when CenturyLink and Customer determine remote diagnostic efforts are inadequate to resolve reported problem, a Field Replaceable Unit is identified for replacement or a Maintenance Release is needed; and (b) when CenturyLink technician arrives at the site of the Covered Product.

"Service" means CenturyLink maintenance of the Covered Product, which may include embedded software, in accordance with the manufacturer's specifications.

"System Integrity" means: (a) CenturyLink is the Customer's channel partner of record for Covered Product; and (b) all system hardware is covered by this Service or other CenturyLink maintenance services.

"Zip-to-Zone Guide" means the matrix used by CenturyLink to determine Service and Service Level Objective availability. Availability information will be provided to Customer upon request.

**2. Service and Scope.** CenturyLink will provide maintenance on the Products listed in the valid CenturyLink-issued quote (the "Covered Products.")

**3. Term of Centurion On-Site Maintenance Service.** CenturyLink will provide Centurion On-Site maintenance service for the number of months specified in the valid CenturyLink-issued quote (the "Maintenance Term") beginning upon Customer Acceptance of Products. The Maintenance Term may be renewed for annual terms by written amendment. The rates and charges may be revised at the time of renewal and any renewal will specify any change in compensation or charges payable to CenturyLink. If Customer requests additional maintenance service after the expiration of the Maintenance Term ("Post Maintenance Term"), each Post Maintenance Term request will be subject to CenturyLink's approval, the terms of this Schedule will apply, and charges will be on a time and material basis at CenturyLink's then-current time and material rates until a new Schedule is in place. If Customer orders EOL/EOS under this Schedule, the EOL/EOS Term is limited to one-year at a time. All EOL/EOS maintenance and all renewal amendments must be approved by CenturyLink.


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4. **System Integrity.** To receive Service from CenturyLink, Customer agrees to maintain System Integrity. CenturyLink reserves the right to deny Service if Customer fails to maintain System Integrity including but not limited to adding hardware and software not provided by CenturyLink. CenturyLink may request Customer to provide documentation demonstrating System Integrity.

5. **Service Warranty.** CenturyLink warrants that Service will be: (a) provided in a professional manner in accordance with CenturyLink's standard procedures, (b) performed by appropriately knowledgeable and skilled personnel, and (c) conform to the standards generally observed in the industry for similar services.

6. **CenturyLink Responsibilities.** CenturyLink will perform the following tasks:
- Accept trouble reports 24 hours per day, 7 days per week, including CenturyLink observed holidays
- Perform trouble isolation during Covered Hours
- If CenturyLink and Customer determine an on-site Response is required, CenturyLink will complete Response during Covered Hours (a) for standard maintenance, the next business day provided such determination was made before 3:00 PM; or (b) for premium maintenance, within four hours
- CenturyLink will make a reasonable effort to arrive at Customer's site with all required replacement parts

7. **Customer Responsibilities.** Customer will perform the following tasks:
- Provide information to assist CenturyLink in determining Service entitlement
- Provide serial numbers and specific location of the Covered Product
- Assist CenturyLink in accessing the Covered Product remotely either by modem or Internet
- Provide 30-day notice to CenturyLink of any changes to the Covered Product
- Provide five-day notice to CenturyLink of any changes to the personnel authorized to contact CenturyLink
- Perform due diligence to protect the Covered Product from abuse and misuse
- Comply with all manufacturer environmental requirements

8. **Trouble Reports.** Customer will report problems with the Covered Product to Center and CenturyLink will follow then-current methods and procedures to resolve the trouble report. CenturyLink will work each reported problem based on priority as defined in this section.

8.1 **Priority 1 (High) – Service Outage:** A service outage is the most critical event and is assigned to problems that severely affect service, capacity, billing, and maintenance capabilities. Customer's staff must be available as required by CenturyLink to aid in problem diagnosis and provide remote or on-site access to the Covered Product. Examples of priority one events are:
- Total network element outage
- Any loss of safety or emergency capability (e.g., emergency calls such as 911 in North America)
- Total loss of the ability of the system to provide any required critical major alarms

8.2 **Priority 2 (Medium) – Service Affecting Impairment:** These are issues that affect system operation, maintenance or administration and require immediate attention. Their priority is lower than a service outage because, while impacted by the service issue, Customer is not inhibited from conducting business. Examples of priority two events are:
- A reduction in capacity or traffic handling capability such that expected loads cannot be handled
- Failure resulting in dynamic routing, switching capability or transport loss
- System restarts, whether or not the system has recovered or not, and where root cause has not been defined

8.3 **Priority 3 (Low) – Service Affecting Intermittent Impairment:** These are issues that intermittently affect system operation, maintenance or administration. Due to their transient nature, resolution of these issues may be protracted. Examples of priority three events are:
- Traffic impacting system restarts
- Disruption of billing or accounting capability

8.4 **Priority Level 4 – Customer Inquiry:** These are issues that require CenturyLink technical assistance such as software application issues that do not impact service or follow-up to all other reported problems.

9. **Preventative Maintenance Option**. Manufacturer of the Covered Product may provide guidance on methods and procedures that must be completed to protect warranties and extend the useful life of the Covered Product. CenturyLink will provide preventative maintenance information and or guidelines per manufacturer requirements.

10. **Service Level Objective (SLO).** CenturyLink will make commercially reasonable efforts to (a) complete Engagement within one hour after Customer initiation of a trouble report; or (b) complete Response during Covered Hours (i) for standard maintenance, the next business day provided need for Response was determined before 3:00 PM; or (ii) for premium maintenance, within four hours after determination by Customer and the Center that such Response is required.

11. **Remote Access Device.** As part of the Service, CenturyLink may install a Remote Access Device ("RAD") at Customer location to allow CenturyLink to remotely diagnose and resolve problems on Covered Product. When connected to the Internet, the RAD initiates contact with the CenturyLink management platform. After authentication, a secure tunnel between the CenturyLink management


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platform and RAD is established. The RAD cannot accept incoming requests and is coded to only contact the CenturyLink management platform. Customer must return the RAD to CenturyLink within 30 days of termination of the Service. If the RAD is not returned to CenturyLink, Customer will be charged $500, unless otherwise agreed to by CenturyLink and Customer.

**12. Problem Isolation Billing; Service Exclusions.** In the event CenturyLink spends time (a) isolating problems to equipment, software, or LAN/WAN elements that are not part of the Covered Product, or (b) associated with Service exclusions, Customer will pay CenturyLink for such effort at then-current time and material rates. Service exclusions include:

- CPE hardware not listed on the valid CenturyLink-issued quote
- CPE software not listed on the valid CenturyLink-issued quote unless embedded in the Covered Product
- Products missing serial numbers or other identification required by the manufacturer
- Problems caused by integration with non-CenturyLink provided hardware or software
- Problems associated with Operating Systems not provided by CenturyLink
- Product failure due to manufacturer excluded causes such as accident, abuse or misuse
- Product failure due to non-compliance of electrical or environmental requirements
- Product usage not in accordance to manufacturer specification
- Failure of Customer to follow proper operating procedures
- Servicing not authorized by CenturyLink
- Upgrades of software

**13. MD, EOS and EOL Products.** CenturyLink will make an annual review of Customer's Covered Product to identify MD, EOS and EOL equipment and software. This Detailed Description excludes MD, EOS and EOL equipment or software from Service. Acceptance of a PO for Service does not bind CenturyLink to the maintenance of MD, EOS or EOL equipment or software under this Detailed Description.

**14. Non-Standard Products**. CenturyLink may purchase Non-Standard Products on behalf of Customer for the purchasing convenience of Customer. CenturyLink will review Customer's Covered Product to identify Non-Standard Products. Acceptance of a PO for Service does not bind CenturyLink to maintenance of Non-Standard Products. Service for Non-Standard Products is provided at the discretion of CenturyLink and is subject to change without notice. If CenturyLink discontinues support of Non-Standard Products, CenturyLink will either: (a) reimburse customer for Service charges associated with Non-Standard Products if Customer received no benefit, or (b) charge Customer at then-current time and material rates for support of Non-Standard Products. Support of Non-Standard Products is further defined in the Detailed Description for Non-Standard Part Support Service.

**15. Non-Disclosed Pre-Existing Issues.** Customer must disclose pre-existing issues that have a material impact to the Covered Product and would cause CenturyLink to incur an immediate cost to resolve. CenturyLink reserves the right to charge Customer for corrective action associated with such non-disclosed pre-existing issues within the first 90 days of the coverage period.

**16. Voice over Internet Protocol (VoIP) Quality Exclusion.** CenturyLink may perform tasks to maintain QoS for VoIP, on behalf of Customer. Nevertheless, CenturyLink makes no warranty on the quality of voice/video transmissions over private or public IP network in this Service Schedule. Further, CenturyLink does not recommend VoIP deployments over a Best Effort Network. Customer acknowledges that quality issues relative to voice/video transmission may occur on a Best Effort Network. Issues, such as jitter, echo, and dropped calls may occur with varied degrees of frequency depending on network use and latency. Trouble reports that have been isolated and diagnosed as intermittent QoS issues will be billable to Customer at then-current time and material rates.

**17. Termination.** If, prior to the conclusion of the Maintenance Term, Service is terminated either by Customer for any reason other than Cause or by CenturyLink for Cause, Customer will pay all unpaid billed charges for Service. If Customer is progress billed, Customer will also pay the unpaid balance for Service remaining in the Maintenance Term.

**18. Lease Option.** Customer may pay for Service pursuant to a Lease. CenturyLink will provide the Service to Customer and receive payment for the Service from the CenturyLink preferred leasing vendor. If Customer fails to execute such Lease or comply with Lease, including without limitation, any requirements for Acceptance of Service, which results in the CenturyLink preferred leasing vendor's refusal to pay CenturyLink in full for Service, Customer agrees to pay CenturyLink in full for Service.


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## ADDENDUM 3
## PAYMENT SUMMARY

**1. Product Payment.**:

**B. Option B.** CenturyLink will invoice Customer for the total amount of Products specified in the CenturyLink-issued quote upon Customer acceptance:

| Description | Percentage of Total Payment Due |
|---|---|
| Date of Acceptance | 100% |

**2 Maintenance Payment Schedule.** Customer will pay for the maintenance specified in the CenturyLink-issued quote in accordance with the following payment schedule.

| Description | Billing Schedule |
|---|---|
| Maintenance Term | 100% Billed Upon Acceptance |

**3. Software and Hardware Support Payment Schedule.**

Customer will pay for the software upgrade program and vendor-provided supplemental remote maintenance specified in the CenturyLink-issued quote in accordance with the following payment schedule. The Service Term for the software is set forth in the quote.

| Description | Billing Schedule |
|---|---|
| Softare | 100% Billed upon Acceptance |

*Any labor required and provided by a vendor or CenturyLink will be billed on a time & material basis at then-current rates and charges.


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**CENTURYLINK MASTER SERVICE AGREEMENT**
**PUBLIC SAFETY VERSION**
**LEVEL 3® CPE-BASED ON SITE SUPPORT**
**SERVICE SCHEDULE**

1. **Applicability**. This Service Schedule is applicable only where Customer orders Level 3® CPE-Based On Site Support ("CPE-OSS"). Level 3® CPE-Based On Site Support is available when the Customer is also purchasing a Level 3 provided network service. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which Level 3 provides services to Customer (the "Agreement"). Terms used but not defined herein shall have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule shall control with respect to the CPE-OSS Service.

2. **Service Description and Responsibilities of Parties**. Level 3 CPE-OSS is a solution whereby Level 3 will, on a call-out basis, replace Level 3 provided Customer premise equipment associated with Level 3 provided Internet or MPLS Service ("CPE") if such CPE is not functioning due to a total hardware failure (the "Service"). Customer is responsible for the day to day management and monitoring of the CPE, including but not limited to review and maintenance of configurations and passwords. Customer will perform initial fault isolation to determine that the trouble is due to a hardware failure with the CPE prior to initiating a trouble ticket to Level 3 for Service. In such case, as necessary, Level 3 will provide replacement CPE with base configurations. Customer thereafter will log into the CPE and install Customer's configurations. The provision of CPE is subject to the separate Customer Premise Addenda.

3. **Charges**. Customer will be billed on a fixed rate basis for CPE-OSS, consisting of a non-recurring installation charge and a monthly recurring charge.

4. **Chronic Problem Resolution**. In the event Customer or Level 3 determines that the CPE is being affected by a continuing error, conflict or trouble report, or similar issue (a "Chronic Problem"), Customer and Level 3 shall coordinate to resolve any Chronic Problem by taking the following steps to address the problem, including, but not limited to: (i) removing or modifying the existing CPE configuration or (ii) replacing the CPE if necessary. Isolating Chronic Problems may impact other elements of Service and Customer shall not be entitled to any credits, rebates or reduction of fees for the affected other elements of Service during those isolation activities.

5. **Service Levels**. The following Service Level applies to CPE-OSS. Level 3 will respond to Customer requests for maintenance according to the following schedule:

CPE-OSS includes on-site response. Field technicians are dispatched in response to Customer request. Prior to dispatching field technicians, Customer will verify that the local environment (including power, local area network connectivity, inside wiring or cabling, etc) has been ruled out as the source of the reported fault. The on-site response will be provided on an "8x5" basis or a "24x7" basis, as identified on the Order. If not identified on the Order, the 8x5 basis will apply. The "8x5" on-site response option includes next business day repair maintenance (8 hours per day 5 business days per week): from the time of dispatch, a field technician will arrive on site the next business day, defined as the 24-hour period commencing at 6:01 P.M. and ending at 6:00 P.M. local time the next business day, Monday through Friday, excluding holidays. The 24x7 on-site response option provides same day repair maintenance: from the time of dispatch, a field technician will arrive on site within 6 hours. In the event that the dispatched field technician does not arrive on-site within the specified time period for a given calendar day for reasons other than an Excused Outage, the Customer will be eligible for a service credit equal to 1/30th of the monthly service fee for the affected site, with a maximum of one credit per day per site. Credits will be on a per site basis for the affected site only.

6. **Latin American Services.** With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Level 3 Affiliate which provides the local Service(s), containing terms necessary to comply with local laws/regulations, and such Level 3 Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).


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**CENTURYLINK MASTER SERVICE AGREEMENT**
**PUBLIC SAFETY VERSION**
**Service Appendix (Retail Version)**

1. **General.** This Service Appendix sets forth the terms generally applicable to certain Services provided by CenturyLink Communications, LLC, formerly Qwest Communications Company LLC ("CenturyLink" or "CenturyLink QCC") under the Agreement ("Services"). The Agreement is the CenturyLink Master Service Agreement. Any references to a CenturyLink Total Advantage Agreement in a Service Attachment will not apply. Capitalized terms not defined herein are defined in the Agreement or Service Attachments. CenturyLink will provide Services under the terms of the Agreement, this Service Appendix, and applicable Service Attachments. Any references to a Revenue Commitment or Contributory Charges in a Service Attachment will not apply to this Agreement. Further, any individual Service or Service Attachment may have its own expiration or cutoff date.

2. **Service Attachments.** Customer may purchase Services in the following Service Exhibits attached to this Service Appendix.

- **Select Advantage Service Exhibit (for CPE and Professional Services)**

3. **Cancellation and Termination Charges**. The following replaces the Cancellation and Termination Charges section of the Agreement:

Either party may terminate an individual Service or a Service Attachment: (a) in accordance with the terms of the Service Exhibit's requirements with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service or Service Attachment is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Order Term or Service Term, then Customer will pay the termination charges in accordance with each Service Attachment, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the last effective Order Term or Service Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

4. **Out-of-Service Credit.** For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored.

5. **Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

6. **Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of disconnect and termination. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login/ or via Email at: Care.Inquiry@Centurylink.com. All Customer notices for Service non-renewal, billing disputes and other routine operational notices will be provided to its CenturyLink sales representative.

7. **Access Arbitrage.** If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of $0.10 for switched Services and $0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call


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processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink;(ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

8. **Acceptable Use Policy and Use of Service.** CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at http://www.centurylink.com/legal/, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, (d) violates the Use of Service terms or compliance terms contained in the applicable Service Attachment, and (e) fails to comply with all applicable call recording laws. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

9. **CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

10. **Conflicts.** If a conflict exists among the provisions of the Service Attachments for Services, the order of priority will be as follows: the applicable Service Exhibit, this Service Appendix; the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at http://www.centurylink.com/tariffs/clc_info_services.pdf . "RSS" means CenturyLink's Rates and Services Schedule incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf ."Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs.

11. **HIPAA.** Any exposure to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA") that CenturyLink may have in the provision of the Services is non-routine or incidental, and CenturyLink is not otherwise acting as a Business Associate pursuant to HIPAA.



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**CENTURYLINK MASTER SERVICE AGREEMENT**
**PUBLIC SAFETY VERSION**
**CENTURYLINK® SELECT ADVANTAGE® SERVICE EXHIBIT**

**1. General; Definitions.** This Service Exhibit for Products and Services (collectively "Solutions") is attached to and subject in all respects to the CenturyLink Total Advantage or CenturyLink Loyal Advantage agreement between CenturyLink QCC and Customer. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide Solutions under the terms of the Agreement, the Service Exhibit, Purchase Order and/or SOW. This Service Exhibit may not be used for the purchase of voice, data or IP services. In the event of a conflict in any term of any documents that govern the provision of Solutions hereunder, the following order of precedence will apply in descending order of control: any SOW, any Detailed Description(s), this Service Exhibit, the Agreement, and any PO. With respect to the Agreement, "Service" is replaced by "Solution" as defined herein, and "Order Form" is replaced with "Purchase Order" as defined herein.

"Change Order" means any change, submitted by Customer to CenturyLink or CenturyLink to Customer, to a SOW that was previously agreed upon by CenturyLink and Customer. Customer will be responsible for all charges related to such SOW Change Order.

"CPE" means either: (a) Customer Purchased Equipment, or (b) Customer Premises Equipment; and consists of hardware, software and materials used in the transport and/or termination/storage of data and voice transmission.

"Detailed Description(s)" means the terms and conditions of the Solution provided by CenturyLink which are posted at http://www.centurylinkselectadvantage.com/.

"Products" means CPE and Software offerings from CenturyLink.

"Purchase Order" or "PO" means either (a) a written document issued by Customer for the procurement of Solutions from CenturyLink; or (b) a CenturyLink quote or service order signed by Customer.

"Services" means offerings from CenturyLink that (a) install, maintain or manage CPE; (b) support Customer network management objectives, or (c) are consulting, professional, technical, development, and/or design services.

"Software" means software license offerings.

"SOW" means a statement of work that provides specific details, agreed to by CenturyLink and Customer, relating to the Solution purchased under a PO or the SOW. Agreement on the terms of the SOW will be satisfied by CenturyLink sending the final version of the SOW to Customer; and Customer's signature on the SOW.

**2. CenturyLink Select Advantage Solutions.**

**2.1 Purchase.** Customer may purchase Solutions by issuing a PO to CenturyLink, or executing an SOW. Customer's purchase of Solutions is subject to and controlled by Detailed Description(s) which are posted at http://www.centurylinkselectadvantage.com/, and are incorporated by this reference. Customer must register to create a username and password the first time the Web site is accessed to view these Detailed Descriptions. By issuing a PO or executign an SOW with CenturyLink, Customer warrants that Customer has read and agrees to the terms and conditions of the Detailed Description(s). CenturyLink reserves the right to amend the Detailed Description(s) effective upon posting to the Web site. Customer's continued use of the Solution constitutes acceptance of those changes. If a PO issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Exhibit in any way whatsoever, notwithstanding any provisions in a PO to the contrary. Any PO or SOW must (a) reference and incorporate this Service Exhibit and its Effective Date, (b) contain the Customer's exact legal name, and (c) include any other requirements as may be further described in the Detailed Description(s).

**2.2 Limitation of Liability.** IN ADDITION TO THE LIMITATION OF LIABILITY UNDER THE AGREEMENT, CenturyLink'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO SOLUTIONS PURHCASED UNDER THIS SERVICE EXHIBIT, UNLESS OTHERWISE STATED IN THE DETAILED DESCRIPTIONS OR SOW, WILL IN NO EVENT EXCEED: (A) FOR CLAIMS ARISING OUT OF PRODUCTS, THE AMOUNT OF THE PRODUCT SET FORTH IN THE PO RELATING SOLELY TO THE AFFECTED PRODUCT; AND (B) FOR CLAIMS ARISING OUT OF NONRECURRING SERVICES, THE AMOUNT OF THE SERVICE SET FORTH IN THE PO OR SOW.

**3. Term; Termination.** This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until canceled by either party upon 30 days prior written notice to the other party, or as otherwise stated in the SOW. If Service is terminated for any reason other than Cause, Service may be subject to Termination Charges as set forth in the Detailed Descriptions or SOW. Termination will not affect obligations under Purchase Orders accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations in the event it would otherwise have terminated.

**4. Charges.** Charges for Solutions will be specified in each PO or SOW and are due and payable upon Customer's receipt of the invoice or as otherwise stated in the PO or SOW. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed PO.



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**RESOLUTION NO. 2020-012**

**A Resolution of the City Council of the City of Fremont, Nebraska, to accept the Master Service Agreement with CenturyLink for the upgrade of the VIPER 911 system.**

**WHEREAS,** the upgrade of the VIPER 911 system is necessary; and,

**WHEREAS,** the quote and statement of work for the project has been approved by the City Council.

**NOW, THEREFORE BE IT RESOLVED,** the City Council of the City of Fremont accepts the Master Service Agreement with CenturyLink to move forward with the project.

PASSED AND APPROVED THIS 28th day of January, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

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

DATE: January 28, 2020

SUBJECT: December 23, 2019 Traffic Committee Report

| | |
|---|---|
| Recommendation: | Recommend approval of, and place December 23, 2019 Traffic Committee Report into the record. Recommend approval of Resolution to place stop signs at several locations. |

**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. (See Attached Committee Report)

1) Placement of Stop Signs at the following intersections.

    a. Lauren Lane and Morningside Road. (Northbound)
    b. Samuel Drive and Luther Road. (Westbound)
    c. Luther Road and Morningside Road. (Northbound)
    d. Deerfield Avenue and Luther Road. (Eastbound)
    e. Johnson Road and Morningside Road. (Southbound)

2) Need for guardrails on North Somers Avenue at the Rawhide Creek box culvert.

3) Obstructed Westbound speed limit sign on 16th Street just east of Johnson Road.

The committee recommends the following:

- Approve Resolution to place stop signs at the following locations;

    - Lauren Lane and Morningside Road. (Northbound)
    - Samuel Drive and Luther Road. (Westbound)
    - Luther Road and Morningside Road. (Northbound)

    - Deerfield Avenue and Luther Road. (Eastbound)
    - Johnson Road and Morningside Road. (Southbound)

- Continue the discussion of the guardrail at the Rawhide Creek box culvert on North Somers Avenue to a future meeting.

- Move the obstructed speed limit sign on 16th Street to a location where the tree will no longer block it from view.

The Item was considered and approved by unanimous vote of the Utilities and Infrastructure Board at their January 14th, 2020 meeting.

**Fiscal Impact:** The City will have the expense of the placing the signs and the engineering review.

# Morningside Pointe, Morningside Crossing, Morningside North Business Park and Deerfield Subdivision Roadway Stop Signs

CITY OF FREMONT
NEBRASKA
PUBLIC WORKS
ENGINEERING DEPARTMENT

PLOTTED: 1/9/2020 10:06 AM

# TRAFFIC COMMITTEE MEETING REPORT

**ITEMS FOR DISCUSSION** **DECEMBER 23, 2019**

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

1) Signage for Morningside Crossing, Morningside Point, and realigned Johnson Road South.

   The Committee reviewed the proposed locations of stop signs for these projects.

   Morningside Pointe: Committee discussed future locations of Stop Signs in this subdivision, and the resulting paving project of Luther Road South adjacent to the project. There will be internal streets in the subdivision with entry and exit points onto Morningside Road and proposed Luther Road.

   Luther Road South: Proposed Luther Road will extend from Morningside Road to Samuel Drive.

   Morningside Crossing: There is one public street in this subdivision named Bud Boulevard. This street exits onto Morningside Road.

   Johnson Road is being relocated to the west of its present location from 1st Street to Morningside Road. Existing Johnson Road will eventually be vacated.

   **The committee recommends stop signs be placed at the following locations.**

   **Lauren Lane and Morningside Road. (Northbound)**
   **Samuel Drive and Luther Road. (Westbound)**
   **Luther Road and Morningside Road. (Northbound)**
   **Deerfield Avenue and Luther Road. (Eastbound)**
   **Johnson Road and Morningside Road. (Southbound)**

   **This action requires a Resolution approved by the City Council.**

2) Need for guardrails on North Somers Avenue at the Rawhide Creek box culvert.

Staff has received a citizen request to consider placing guardrails before and after the newly constructed box culvert at the Rawhide Creek on North Somers Avenue. The concern was that the approaches to the culvert were unprotected in the event a vehicle left the road and could ultimately drive into the creek.

**Engineering staff briefed the members on the design process involved in the initial design and ultimate construction of this box culvert. The box culvert was designed with shoulder widths, embankment slopes and lateral clearances meeting NDOT and FHWA standards and safety guidelines, and guardrails were not required. There are similar box culverts over the Rawhide Creek on Yager Road and Diers Parkway. Neither of these box culverts have guardrails.**

**The committee recommends no formal action at this time, but to bring the item back at a future meeting for addition consideration and discussion.**

3) Staff received a complaint that tree limbs are obstructing the Westbound speed limit sign on 16th Street just east of Johnson Road. Staff investigated and confirmed a landscaping tree has grown to a size where limbs are blocking the view of the speed limit sign.

   **The Committee determined it was unnecessary to trim the branches, but rather it would be more efficient to move the sign to a location in front of the tree.**

   **City forces will move the sign, as there is no formal action required for this task.**

# RESOLUTION NO. 2020-021

**A Resolution of the City Council of the City of Fremont, Nebraska authorizing placement of stop signs in several locations.**

**WHEREAS,** The Fremont Traffic Safety Committee met to consider placement of additional stop signs at the following locations:

Lauren Lane and Morningside Road. (Northbound)
Samuel Drive and Luther Road. (Westbound)
Luther Road and Morningside Road. (Northbound)
Deerfield Avenue and Luther Road. (Eastbound)
Johnson Road and Morningside Road. (Southbound)

**WHEREAS,** The Fremont Traffic Safety Committee recommends placement of stop signs at the following intersections:

Lauren Lane and Morningside Road. (Northbound)
Samuel Drive and Luther Road. (Westbound)
Luther Road and Morningside Road. (Northbound)
Deerfield Avenue and Luther Road. (Eastbound)
Johnson Road and Morningside Road. (Southbound)

**NOW THEREFORE BE IT RESOLVED:** That the Mayor and City Council hereby approve and authorize the placement of the stop signs at the following intersections:

Lauren Lane and Morningside Road. (Northbound)
Samuel Drive and Luther Road. (Westbound)
Luther Road and Morningside Road. (Northbound)
Deerfield Avenue and Luther Road. (Eastbound)
Johnson Road and Morningside Road. (Southbound)

PASSED AND APPROVED THIS 28TH DAY OF JANUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

**STAFF REPORT**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Kim Koski, Director of Parks & Recreation

DATE: January 28, 2020

SUBJECT: Tree City USA Award Application

RECOMMENDATION: Approve Resolution 2020-013

**Background:** The Tree City USA program has been greening up cities and towns across America since 1976. It is a nationwide movement that provides the framework necessary for communities to manage and expand their public trees. This is the 42nd consecutive application by the City of Fremont.

More than 3400 communities have made the commitment to becoming a Tree City USA. To achieve this, you must meet the (4) core standards of sound urban forestry management: maintaining a tree board or a department, having a community tree ordinance, spending at least $2 per capita on urban forestry and celebrating Arbor Day.

The Tree City USA program provides direction, assistance and national recognition for communities. It's the framework for a healthy, sustainable urban forestry program. The benefits are substantial. Some of the benefits include: A) Boost property values across the community. B) Build stronger ties to the neighborhoods and community and C) Improve community pride.

Our application outlines all of the efforts made by the City of Fremont in regards to our community forestry program. Based on the work from 2019, the City of Fremont has met all requirements to be considered as a Tree City USA.

**Fiscal Impact:** None.

# TREE CITY USA
# Application for Recertification

Mail completed application with requested attachments to your state forester no later than December 31.
The TREE CITY USA award is in recognition of work completed by the community during the calendar year.
Please provide information for the year ending.
(Some states require information in addition to the requested on this application. Check with your state foresters.)

As MAYOR of the community of City of Fremont, Nebraska
(Title - Mayor or other city official)

I herewith make application for this community to be officially recertified as a Tree City USA for 2019 (year), having achieved the standards set forth by The National Arbor Day Foundation as noted below.

**Standard 1: A Tree Board or Department**

List board members, and meeting dates for the past year; or name of city department and manager.

Park & Recreation Board - Kim Koski, Director
Mark Luther

**Standard 2: A Community Tree Ordinance**

Check One: [X] Our ordinance as last submitted is unchanged and still in effect.
[ ] Our ordinance has been changed. The new version is attached.

**Standard 3: A Community Forestry Program with an Annual Budget of at Least $2 Per Capita**

Total community forestry expenditures ..... $ 70,066
Community populations ..... 26,509

Attach annual work plan outlining the work carried out during the past year. Attach breakdown of community forestry expenditures.

**Standard 4: An Arbor Day Observance and Proclamation**

Date observance was held April 26, 2019

Attach program of activities and/or news coverage. Attach Arbor Day proclamation.

MAYOR

Signature | Title | Date

Please type or print the following:

**Mayor or equivalent:**
Name: Scott Getzschman
Title: Mayor
Address: 400 E. Military Avenue
City, State, Zip: Fremont, NE 68025
Phone #: 402/727-2630
Email: scott.getzschman@fremontne.gov

**City Forestry Contact:**
Name: Mark Luther
Title: Park Maintenance Supervisor
Address: 400 E. Military Avenue
City, State, Zip: Fremont, NE 68025
Phone #: 402/727-2630
Email: mark.luther@fremontne.gov

NOTE: Application will not be processed without Standard 3 and 4 attachments.

## Certification

(To Be Completed By The State Forester)

_____
(Community)

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be recertified as a Tree City USA, for the _____ calendar year, having in my opinion met the four standards of achievement in urban forestry.

Signed _____
State Forester | Date

**Person in State Forester's Office who should receive recognition material:**

Name: _____ UPS Address: _____
Title: _____ City, State, Zip: _____
Agency: _____ PH #: _____ Email: _____

FROM MARK LUTHER

TREE CITY USA STANDARD 3 WORKSHEET

Community: FREMONT Year: 2019

Number of trees planted 3

Number of trees pruned unknown

Number of trees removed 55

Please provide the following financial information about your community forestry program:

Tree Planting and Initial Care
Include cost of tree purchases, labor and equipment for planting, planting materials, stakes, wrapping, watering, mulching, competition control, etc. $ 1621.00

Community Forest Management
Include pruning, public education, professional training, memberships, salaries, street and park tree inventory, pest management, fertilization, watering, etc. (Line clearance per se is not tree maintenance. Utility trimming expenses are allowed only if the utility is a partner in the city's tree program and has implemented a tree planting program and proper pruning methods as recommended in the Tree Line USA program.) $ 30,164

Tree Removals
Include cost of saws and equipment, supplies, and labor. $ 17,325

Volunteer Time
Value of volunteer labor and other contributions from civic organizations. $ —

Other
Include any other expenses not already mentioned.
Briefly describe. Storm damage 17,408+ $ 20,956

TOTAL COMMUNITY FORESTRY EXPENDITURES $ 70,066

COMMUNITY POPULATION 26,509 (per Chamber of Commerce)
(To qualify for Tree City USA total expenditures must be at least twice population. Transfer these two numbers to Standard 3 on application and attach this sheet to application.

~~Trees/Arbor Day $420~~
Chainsaw $767 + $566
Chainsaw bars 400
Pro large bag & sling 325.00
Alum Equip ramps 900.00
Road Closed Signs 210.00
Rigging Ropes 380.00

# City of Fremont Update

CITY OF FREMONT
NEBRASKA PATHFINDERS

Date: May 3, 2019
To: City/DU Employees/ City Boards/ Mayor & City Council

**Elkhorn River Valley Transmission Line/Fremont Substation B Energized**

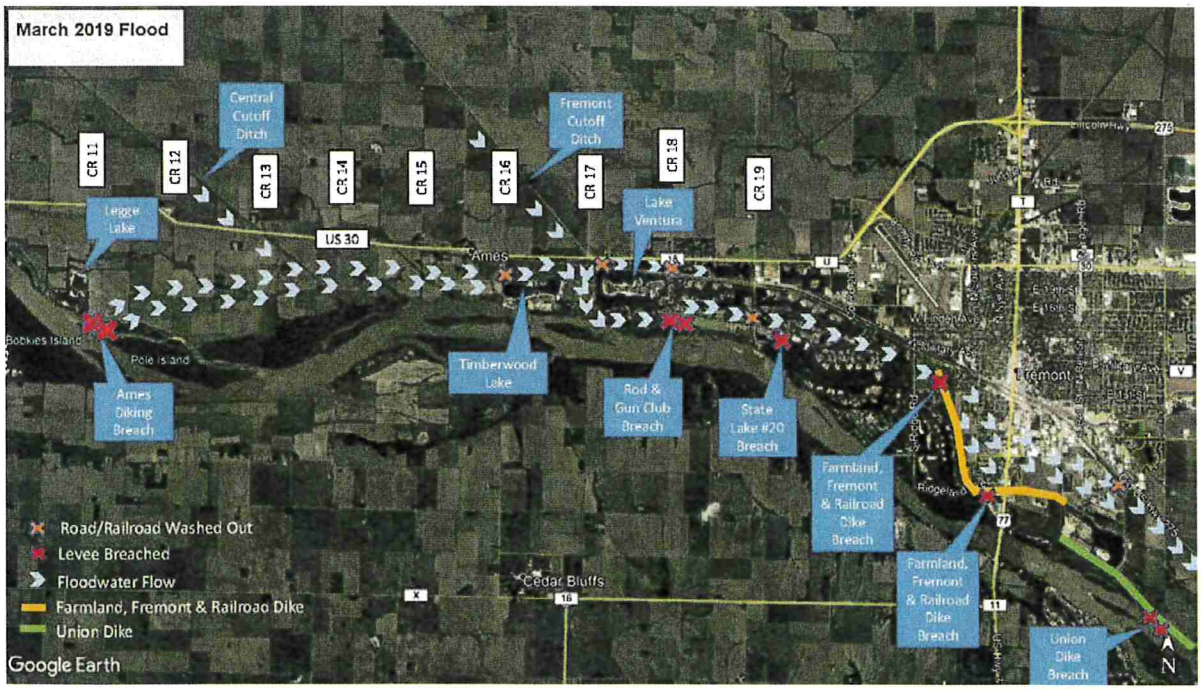
On June 10, 2014, the City entered into an agreement with Omaha Public Power District (OPPD) to build a 161,000-volt transmission line from an OPPD substation near Blair to an OPPD substation east of Fremont. In addition, OPPD would build a 69,000-volt line to the City's Substation B on North Luther Road.

Today, I am happy to report that both transmission lines, as well as the City's Substation B, were energized this week. As result, the City now has another source of power in and out of Fremont, which is why the City entered into the agreement with OPPD in 2014. Having another source of power into the City provides an extra level of reliability (belts and suspenders) to ensure Fremont's power availability is as close to 100-percent as possible.

**Arbor Day Celebrated**

This year the City celebrated Arbor Day by inviting some students from Washington School to plant several trees in Miller Park (picture on right). The Parks & Recreation Board, Friends of Fremont Area Parks, and City employees hosted the event.

**Floodwater Flow Into Fremont**

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**There is no job so important and no service so urgent that we cannot take the time to do the work safely!**

CITY OF
FREMONT
NEBRASKA PATHFINDERS

400 East Military Avenue, Fremont, NE 68025-5141

# *PROCLAMATION*

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, Fremont has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting practices.

NOW, THEREFORE, I, Scott Getzschman, Mayor of the City of Fremont, Nebraska do hereby proclaim April 26, 2019 as

## *ARBOR DAY*

in the City of Fremont, Nebraska and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands and I further urge all citizens to plant trees to gladden the heart and promote the well being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Fremont, Nebraska to be affixed this 24th day of April, 2019.

Scott Getzschman, Mayor

Office of the Mayor · Phone: 402.727.2630 · Scott.Getzschman@fremontne.gov

SPIRITUAL SPINACH

# Jesus knew the pain of betrayal

It was the ultimate act of betrayal.

Uriah the Hittite was a loyal warrior in King David's army.

But one spring, when kings of the Old Testament normally went to battle, David stayed behind. From his rooftop, he saw the beautiful Bathsheba bathing and conspired to bring her to his house — and had an affair with her.

David obviously wanted to keep this a secret, but then Bathsheba sent word to him that she was pregnant. So he hatched another plot, calling Uriah back from battle and telling him to go home for a reprieve.

TAMMY REAL-MCKEIGHAN

Nothing went as planned.

Dedicated Uriah slept at the door of the king's house with his servant.

When questioned about this, Uriah told how his commander Joab and the other men were sleeping in an open field.

So how could he enjoy food and drink and time with his wife?

David tried again to line up a rematch with Bathsheba and Uriah by inviting the warrior to his house and getting him drunk, thinking he'd surely go home to his wife.

But Uriah didn't.

In an act of desperation, David sent Uriah back to the battle with a letter to Joab. David instructed Joab to send Uriah to the forefront of the hardest fighting and then draw back so he would be killed by the en-

## OBITUARIES

### Janice M. Bade

November 3, 1941 – April 23, 2019

## CALENDAR

**TODAY**

Cosmopolitan 100 Service Club, 7 a.m., Fremont Eagles Club.

American Red Cross blood drive, 8 a.m. to 1:30 p.m., Fremont High School. To make an appointment to donate blood, download the free Red Cross Blood Donor App, visit www.RedCrossBlood.org or call 1-800-733-2767.

HomeStore, 8 a.m. to 4 p.m., 701 E. Dodge St., Fremont. The HomeStore sells donated items at discounted prices. Proceeds support the mission of Fremont Area Habitat for Humanity.

Walmart grand re-opening, 8-8:30 a.m., 3010 E. 23rd St., Fremont.

Heartland Country Barn ribbon cutting, 9-10 a.m., 1063 County Road U, Fremont.

Al-Anon meeting, 9:30 a.m., Chapter 5 Club front room, 136 N. Main St., Fremont.

Community Closet, 9:30 a.m. to 3:30 p.m., Uniquely Yours Stability Support, 240 N. Main St., Fremont. The cost is $5 to fill a bag. There is no limit of how many bags you can buy. For more information, call 402-727-8977.

Arbor Day tree planting ceremony, 10 a.m., Miller Park, South M Street, Fremont. Students from Washington Elementary School will be planting trees.

Fremont Community Breastfeeding Support Group, 10-11 a.m., Three Rivers Health Department confer-

volunteers are asked to enter the Fremont Lakes SRA through the west entrance and make their way to the ranger station/office building.

HomeStore, 8 a.m. to 2 p.m., 701 E. Dodge St., Fremont. The HomeStore sells donated items at discounted prices. Proceeds support the mission of Fremont Area Habitat for Humanity.

Alcoholics Anonymous meeting, 10 a.m., Chapter 5 Club, Fremont.

Prescription Drug Take Back Day, 10 a.m. to 2 p.m., Baker's, 1531 N. Bell St., Hy-Vee, 840 E. 23rd St., Walmart, 3010 E. 23rd Ave. N., Fremont. All of the drop-off locations will be outside of the stores, either on the front sidewalks or in the parking lot. No needles, asthma inhalers, mercury thermometers, iodine-containing medicines or illicit drugs or substances can be accepted.

Storytime, 11-11:30 a.m., Keene Memorial Library auditorium, Fremont.

Alcoholics Anonymous women's heart to heart group, noon, Chapter 5 Club, Fremont.

Alcoholics Anonymous meeting, 5:15 p.m., Chapter 5 Club, Fremont.

Adams & Cooley Rat Pack Jazz, 7 p.m., Fremont Opera House, 541 N. Broad St. The public is invited to hear the music of Frank Sinatra, Dean Martin, Tony Bennett and Nat King Cole. The cost is $20 per ticket. Tickets are available at Sampter's, 517 N. Main St., in Fremont, by call-

# Learn to control your worry

BARTON GOLDSMITH
Tribune News Service

I don't want to go all Zen on you, but the simple fact is that when our lives are in balance, we just feel better, get more done and enjoy the journey a lot more. That being said, keeping things in balance can be challenging for even a Zen master, so you are in good company.

There are many things that throw us off balance. Worry is one of them, and it can be quite uncomfortable. But you do have some control, and perhaps you have more than you think. By walking yourself through whatever issues you are dealing with, you will see that there is another side.

For example, imagine the outcome of the worry. Ask yourself, "Will this kill me? Will it change my lifestyle? Will someone get hurt? Or, am I just upset because now I have to get off the elevator and take the stairs?" People usually find that their worry and the stress that comes with it amount to wasted time, but that's hard to see when you're in the middle of it. This is where balancing thoughts can enter.

By telling yourself that

cus there until you physically feel the worry go away. Your mind will wander, but just keep bringing your attention back to the place where you physically feel the worry.

This exercise can be very helpful, but if it doesn't work and the feelings become more intense, please call your doctor. Anxiety mimics a lot of things, including a heart attack, so don't take any chances if you can't get the feelings under control or if you continue to have chest pain or a rapid heartbeat.

Learning how to calm yourself actually make you a stronger person be cause you are no longe letting your worry contro you, and you will enjo your life more. Yes, ther are medications availabl and they can be a godsen But, if they are not real needed, they are best avoid, as these medica tions can cause other prol lems (like a loss of libi and even depression). Als people can become depe dent and even addicted some anti-anxiety med cations.

Worrying about yo health won't make y sick. If that were the ca

The Fremont Parks & Recreation Board and the Friends of Fremont Area Parks would like to invite you to celebrate Arbor Day by attending:

## Arbor Day Tree Planting Ceremony

*****Miller Park*****

**South "M" Street**

**Friday, April 26, 2019**

**10:00am**

Students from Washington Elementary School will be planting (3) trees!

We look forward to seeing you there!

Sincerely,

Dan Moran
Chairman
Parks & Recreation Board

Dian Christensen Hillis
President
Friends of Fremont Area Parks

Kim Koski
Director of Parks & Recreation

## Winter, Dorothy

**From:** Schwanke, Nate
**Sent:** Friday, April 26, 2019 11:23 AM
**To:** Winter, Dorothy; Koski, Kim
**Subject:** Arbor Day Pictures
**Attachments:** IMG_0032.jpg; IMG_0040.jpg; IMG_0046.jpg; IMG_0054.jpg; IMG_0056.jpg; IMG_0064.jpg; IMG_0071.jpg; IMG_0087.jpg

Here are a few of the pictures that I took from arbor day!

**Nate Schwanke**
**Recreation Superintendent**
400 E. Military Ave.
Fremont, NE 68025
402-727-2630
Nate.Schwanke@fremontne.gov

CITY OF
FREMONT
NEBRASKA PATHFINDERS

**From:** 4023174151@vzwpix.com [mailto:4023174151@vzwpix.com]
**Sent:** Friday, April 26, 2019 11:10 AM
**To:** Schwanke, Nate <Nate.Schwanke@fremontne.gov>
**Subject:**

adidas

**RESOLUTION NO. 2020-013**

**A Resolution of the City Council of the City of Fremont, Nebraska, to submit an application to the Arbor Day Foundation for Tree City USA recognition.**

**WHEREAS,** the City of Fremont has completed all necessary requirements for the Tree City USA recognition; and,

**WHEREAS,** the City of Fremont has been designated as a Tree City USA by the Arbor Day Foundation for the past 41 years; and,

**WHEREAS,** this application will continue to support the importance of Tree City USA and community forestry for the City of Fremont.

**NOW, THEREFORE BE IT RESOLVED,** By the Mayor and City Council of the City of Fremont, Nebraska, that the Mayor is hereby authorized to sign the application and submit it to the Arbor Day Foundation.

PASSED AND APPROVED THIS 28th DAY OF JANUARY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Mike Royuk, Distribution Superintendent

Troy Schaben, Assistant City Administrator Utilities

DATE: January 28, 2020

SUBJECT: ALTEC AT40GW Aerial Device

Recommendation: Based upon a recommendation from the Utility and Infrastructure Board, approve awarding the ALTEC AT40GW Aerial Device bid to ALTEC Industries Incorporated, through Sourcewell (NJPA) in the amount of $131,101.75. Approve 2020-014

**Background**: The Distribution Department has budgeted for the replacement of a 2008 Versalift EZ Reach Aerial Device. The 2008 Versalift EZ Reach Aerial Device will be sold at auction as soon as possible after the new one has arrived.

Staff recommends purchasing an ALTEC AT40GW 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 AT40GW 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 $131,101.75, compared to a price of $135,188.08 from ALTEC Ind. Inc. without the discount. That is a $4,086.33 discount using the NJPA. Both bid amounts include 7% tax.

The Utility and Infrastructure Board reviewed this item at their January 14, 2020 meeting and unanimously recommended City Council approve the resolution.

**Fiscal Impact:** Budgeted expense for 2019-2020

November 25, 2019
Our 90th Year

**Ship To:**
CITY OF FREMONT (NE-EXEMPT)
3000 E FIRST ST
FREMONT, NE 68025
US

**Bill To:**
CITY OF FREMONT (NE-EXEMPT)
400 E MILITARY AVE
FREMONT, NE 68026
United States

Attn:
Phone: 402-727-2669
Email:

**Altec Quotation Number:** 586945 - 1
**Account Manager:** Blair M Nutzman
**Technical Sales Rep:** Vickie L Bell

| Item | Description | Qty | Price |
|---|---|---|---|
| | **Unit** | | |
| **1.** | Altec AT40GW Aerial Device with insulated articulating arm and continuous rotation. | 1 | |

**A.** Ground to Bottom of Platform Height: 38.1 feet at 10.5 feet from centerline of rotation (11.6 m at 3.2 m)
**B.** Working Height: 43.1 feet (13.1 m)
**C.** Maximum Reach to Edge of Platform: 29.9 feet at 12.9 ft. platform height (9.1 m at 3.9 m )
**D.** Telescopic Boom Articulation: -25 degrees to +75 degrees. This is important because it allows the platform to be placed below grade when the boom is extended. This allows the operator to access the platform from the ground very close to the side of the body or access the platform from the ground even on uneven terrain such as off the side of a roadbed.
**E.** ISO-Grip System: The Altec ISO-Grip (U.S. Patent No. 7,416,053) System includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. This is not a primary protection system.
1. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation.
2. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls.
3. Control Console: Non-tested non-metallic control console plate.
4.Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not dielectrically tested, but they may provide some protection against electrical hazards.
**F.** Controls: A low power fiber optic control system is located at the upper controls.
**G.** Outriggers: two sets (total of 4 legs) of horizontally articulating outriggers with vertical cylinder deployment and controls.
**H.** Outrigger/Boom Interlock System: Prevents boom from being unstowed unit outriggers have been at least partially deployed.
**I.** ISO-Boom provides a minimum 36.9 inches of isolation when the upper boom is

| Item | Description | Qty | Price |
|---|---|---|---|
| | retracted and 41.7 inches (1059 mm) when extended. The ISO-Boom allows the platform to fully retract and still maintains dielectric integrity. | | |
| **2.** | Hydraulic oil reservoir - 16.5 gallons. | 1 | |
| **3.** | Single One-Man End-Mounted Platform With 180 Degree Rotator, 24 X 30 X 42. Platform is rated at 400 pounds. Control panel on platform dashboard provides controls for auxiliary functions. Includes emergency stop (push-pull) switch and rocker switches, which operate platform leveling, platform rotation, tools, and battery selector (for fiber-optic controls system). Composite fiberglass platform mounting bracket. (AT40G) | 1 | |
| **4.** | Platform Leveling At Lower Controls. AT40-G | 1 | |
| **5.** | Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform | 1 | |
| **6.** | Platform liner for a 24 x 30 x 42 inch platform | 1 | |
| **7.** | Platform Capacity, 400LBS. | 1 | |
| **8.** | 4-Function Single Handle Fiber-Optic Controller. | 1 | |
| **9.** | Engine Start/Stop at the upper controls actuated through the Fiber-Optic controls system (AT40G) | 1 | |
| **10.** | Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground | 1 | |
| **11.** | Outriggers - Four (4) hydraulic operated radial outriggers with pivot shoes. Outrigger spread is 8' 8" at front of machine and 10' 8" at the rear of machine. The distance from front outrigger shoe to rear outrigger shoe at maximum spread setup is 128". | 1 | |
| **12.** | Black tracks, standard tread. | 1 | |
| | (Note: By nature of the material, rubber will crack due to UV and ozone degradation with age. To minimize this, store tracks or tacked equipment indoors or cover the track to avoid excessive sunlight exposure.) | | |
| **13.** | Cargo bed - 1,000 lb. capacity. | 1 | |
| **14.** | Fall protection system - to include one body harness and deceleration type lanyard. | 1 | |
| **15.** | Powder coat unit Altec White. | 1 | |
| | **Unit & Hydraulic Acc.** | | |
| **16.** | HVI-22 Hydraulic Oil (Standard). | 22 | |

| Item | Description | Qty | Price |
|---|---|---|---|
| 17. | Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set.-Once parking (holding) brake is set, PTO and machine functions are enabled.-If parking (holding) brake is disengaged, both PTO and machine functions are disabled. | 1 | |
| | **Body and Chassis Accessories** | | |
| 18. | Custom trailer. Felling Model FT-16 IT-I Drop Deck Tilt (E).<br>- 18,400 LB GVWR<br>- 4 Ft Stationary Deck<br>- 16 Ft Tilt Deck Length<br>- Appx Deck Height, 22.5" loaded, 24.5" unloaded<br>- Width, 102 In OD, 81 In ID<br>- Ten (10) D-Ring Tie Downs<br>- Electric Dexter Brakes<br>- 8K Dexter Oil Bath Drop Axles<br>- Four (4) 215/75R 17.5 H, 8 Bolt Plate Wheel<br>- 3" Adjustable Lunette Eye/Pintle, 50,000 Lb Plate Mount (5/8" Bolt)<br>- 12K drop leg side wind jack<br>- 7 Pole RV Plug<br>- LED, 4 tail light system, Sealed Wiring Harness<br>- Felling Black # CCA945378<br>- 3/8 In Safety Chains, Grade 70<br>- Document Holder<br>- Dual Cushion Cylinders<br>- Tool Box, Steel, Large 57" w x 28" l x 13", Bolt on with lockable cover, 9 Cu Ft<br>- Wheel Chock Holders, Stored on front fender<br>- Bolt on Outrigger Pad Holders, Attached to the frame of the trailer positioned against the fenders on both sides. | 1 | |
| 19. | Outrigger pads - set of four (4), wood, 18" x 18" x 3". | 1 | |
| 20. | Rubber Wheel Chocks, (1 pair), with metal hair pin handle. | 1 | |
| 21. | Triangular Reflector Kit, Shipped Loose | 1 | |
| 22. | 5 LB Fire Extinguisher With Light Duty Bracket, Shipped Loose | 1 | |
| | **Finishing Details** | | |
| 23. | Powder Coat Unit Altec White | 1 | |
| 24. | Apply Non-Skid Coating to all walking surfaces | 1 | |
| 25. | English Safety And Instructional Decals | 1 | |
| 26. | Dielectric test unit according to ANSI requirements. | 1 | |

| Item | Description | Qty | Price |
|---|---|---|---|
| **27.** | Stability test unit according to ANSI requirements. | 1 | |
| **28.** | Completed Test Forms To Be Included In The Manual Pouch | 1 | |
| | **A.** Stability Test Form<br>**B.** Dielectric Test Form (For Insulated Units) | | |
| **29.** | Focus Factory Build | 1 | |
| **30.** | Delivery Of Completed Unit | 1 | |
| **31.** | As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch | 1 | |
| **32.** | AT40GW Installation | 1 | |
| **33.** | Stock Unit | 1 | |

**Additional Pricing**

| | | | |
|---|---|---|---|
| **34.** | Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty | 1 | |

| | |
|---|---|
| **Unit /Trailer Total** | **126,344.00** |
| **FET Total** | **0.00** |
| **Total** | **126,344.00** |

**Altec Industries, Inc.**

BY _____

Vickie L Bell

**Notes:**

1 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

3 F.O.B. - Customer Site

4 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

5 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

6 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

7 Interest charge of 1/2% per month to be added for late payment.

8 Any payment made by a credit card may be subject to a surcharge fee.

9 Delivery: Depending on Stock Availability, 120-180 days after receipt of order PROVIDING:
A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
B. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
C. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

10 This quotation is valid until FEB 03, 2020. After this date, please contact Altec Industries, Inc. for a possible extension.

11 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

12 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.

Altec Industries, Inc.

Quote Number: 575413
Customer Sourcewell Member Number: 1302384
Sourcewell Contract #: 012418-ALT
Date: 11/21/2019

**Quoted for:** CITY OF FREMONT
**Customer Contact:**
**Phone:** / **Email:**
**Quoted by:** VICKIE BELL

**REFERENCE ALTEC MODEL**

| | | |
|---|---|---|
| **AT37G** | **Articulating Telescopic Aerial Device (Insulated)** | **$102,639** |

**(A.)** SOURCEWELL OPTIONS ON CONTRACT (Unit)

| | | | |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

**(A1.)** SOURCEWELL OPTIONS ON CONTRACT (General)

| | | | |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| | | **SOURCEWELL OPTIONS TOTAL:** | $102,639 |

(B.) **OPEN MARKET ITEMS** *(Customer Requested)*

| | | | |
|---|---|---|---|
| 1 | UNIT | AT40-GW ILO OF AT37-GW | $1,100 |
| 2 | HYDRAULIC EQUIPMENT | Carrier-track driven (skid steer and retractable), Pendant controls, Auxiliary engine and fuel system, Platform leveling at lower controls, | $3,606 |
| 3 | TRAILER | Felling Model FT-16 IT-I Drop Deck Tilt (E). | $14,500 |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| | | **OPEN MARKET OPTIONS TOTAL:** | $19,206 |

| | |
|---|---|
| **SUB-TOTAL FOR UNIT/BODY/CHASSIS:** | **$121,845** |
| **Delivery to Customer:** | **$680** |
| **TOTAL FOR UNIT/BODY/CHASSIS:** | **$122,525** |

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

| | | | |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

**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:** Depending on Stock Availability, 120-180 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: ST. JOSEPH, MO

**RESOLUTION NO. 2020-014**

**A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Fremont Department of Utilities Staff to purchase a replacement AT40GW 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 2008 Versalift EZ-reach Aerial Device is budgeted this year; and

WHEREAS, FDU has determined that the lowest and best purchase option is to purchase an AT40GW Aerial Device from ALTEC Ind. Inc. through Sourcewell (NJPA) (Contract No. 0124118-ALT) for $131,101.75; and

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council accept the recommendation of the Utility and Infrastructure Board to authorize staff to purchase an AT40GW Aerial Device from ALTEC Ind. Inc., through Sourcewell (NJPA) for $131,101.75.

PASSED AND APPROVED THIS 28th DAY OF JANUARY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Dean Kavan, Stores Supervisor

DATE: January 28, 2020

SUBJECT: Purchase of Compact (Mini) Excavator

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Recommendation: Approve Resolution 2020-015 to purchase Compact (Mini) Excavator from Bobcat Company.

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**BACKGROUND:**

The Warehouse has budgeted funds for a compact (mini) excavator. Following evaluation of equipment, the Bobcat E35 was selected to meet the needs for the departments. This will replace a 2009 compact (mini) excavator, which will be sold at auction. Price was requested using the NJPA/Sourcewell pricing. The cost for the equipment is $56,711.28

Sourcewell Contract #040319-CEC

| | |
|---|---|
| List price of Bobcat E35 | $82,018.00 |
| Discount | $25,306.72 |
| Cost before tax | $56,711.28 |

The Utility and Infrastructure Board reviewed this item at their January 14, 2020 meeting and unanimously recommended City Council approve the resolution.

**FISCAL IMPACT:**

FY 2019-2020 CAPITAL BUDGET EXPENDITURE OF $56,711.28 (before tax).

# Product Quotation

Quotation Number: HMM-19304
Date: 2020-01-06 11:09:45

| Ship to | Bobcat Dealer | ORDER TO BE PLACED WITH: Contract Holder/Manufacturer |
|---|---|---|
| CITY OF FREMONT G903166<br>400 E Military Ave<br>Fremont, NE 68025-5141 | Titan Machinery, Inc., Fremont, NE<br>3701 WEST HIGHWAY 30<br>FREMONT NE 68025<br>Phone: 402-727-4200<br>Fax: 402-727-7328<br>---------- | **Clark Equipment Co dba**<br>**Bobcat Company**<br>**250 E Beaton Dr, PO Box 6000**<br>**West Fargo, ND 58078**<br>**Phone: 701-241-8719**<br>**Fax: 855.608.0681**<br>**Contact: Heather Messmer**<br>Heather.Messmer@doosan.com |

| Description | Part No | Qty | Price Ea. | Total |
|---|---|---|---|---|
| E35 33HP R-Series Bobcat Compact Excavator | M3307 | 1 | $54,125.00 | $54,125.00 |
| 33.5 HP Turbocharged, Tier 4, Non DPF<br>Auto Idle<br>Auto-Shift, 2-Speed Travel<br>Auxiliary Hydraulics, Selectable Flow with Boom Mounted<br>Flush Face Quick Couplers<br>Canopy<br>Includes: Cup Holder, Retractable Seat Belt, Suspension Seat<br>Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008<br>Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000<br>Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262<br>Control Console Locks<br>Control Pattern Selector Valve (ISO/STD)<br>Dozer Blade with Float | Engine/Hydraulic Monitor with Shutdown<br>Fingertip Auxiliary Hydraulic Control<br>Fingertip Boom Swing Control<br>Horn<br>Hydraulic Joystick Controls<br>Rubber Track<br>Spark Arrestor Exhaust System<br>Vandalism Protection<br>Work Lights<br>X-Change (Attachment Mounting System)<br>Zero Tail Swing<br>Warranty: 2 years, or 2000 hours whichever occurs first | | | |
| A40 Option Package | M3307-P01-A40 | 1 | $8,036.00 | $8,036.00 |
| Enclosed Cab with HVAC<br>Heated Cloth Suspension Seat | Auto HVAC Control<br>Radio<br>Deluxe Display Panel w/ Keyless Start | | | |
| Telematics US | M3307-R51-C02 | 1 | $0.00 | $0.00 |
| Arm Option-Long Arm w/ Heavy Counterweight | M3307-R03-C02 | 1 | $2,020.00 | $2,020.00 |
| Hydraulic Clamp - Long Arm | M3307-R08-C04 | 1 | $2,508.00 | $2,508.00 |
| Hydraulic X-Change - Long Arm | M3307-R06-C04 | 1 | $2,246.00 | $2,246.00 |
| Second Auxillary Hydraulics | M3307-R07-C02 | 1 | $1,406.00 | $1,406.00 |
| Travel Motion Alarm | M3307-R11-C02 | 1 | $372.00 | $372.00 |
| 18" MX3 XCHG TEETH | 7323842 | 1 | $1,010.00 | $1,010.00 |
| 24" MX3 XCHG TEETH | 7323530 | 1 | $1,087.00 | $1,087.00 |
| Packer Wheel | 6806644 | 1 | $2,208.00 | $2,208.00 |
| **Description** | **Part No** | **Qty** | **Price Ea.** | **Total** |
| Trailer | | 1 | $7,000.00 | $7,000.00 |

| | |
|---|---|
| Total of Items Quoted | **$82,018.00** |
| Dealer Assembly Charges | **$0.00** |
| Quote Total - US dollars | **$82,018.00** |

**Notes:**
No Discount on quote

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

# Product Quotation

Quotation Number: HMM-18928v1
Date: 2019-12-30 11:28:20

| Customer Name/Address: | Bobcat Delivering Dealer | ORDER TO BE PLACED WITH: Contract Holder/Manufacturer |
|---|---|---|
| CITY OF FREMONT G903166<br>400 E Military Ave<br>Fremont, NE 68025-5141 | Titan Machinery, Inc., Fremont, NE<br>3701 WEST HIGHWAY 30<br>FREMONT NE 68025<br>Phone: 402-727-4200<br>Fax: 402-727-7328 | Clark Equipment Co dba Bobcat Company<br>250 E Beaton Dr, PO Box 6000<br>West Fargo, ND 58078<br>Phone: 701-241-8719<br>Fax: 855.608.0681<br>Contact: Heather Messmer<br>Heather.Messmer@doosan.com |

| Description | Part No | Qty | Price Ea. | Total |
|---|---|---|---|---|
| **E35 33HP R-Series Bobcat Compact Excavator** | M3307 | 1 | $37,072.00 | $37,072.00 |

**33.5 HP Turbocharged, Tier 4, Non DPF**
**Auto Idle**
**Auto-Shift, 2-Speed Travel**
**Auxiliary Hydraulics, Selectable Flow with Boom Mounted Flush Face Quick Couplers**
**Canopy**

- Includes: Cup Holder, Retractable Seat Belt, Suspension Seat
- Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008
- Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000
- Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262

Control Console Locks
Control Pattern Selector Valve (ISO/STD)
Dozer Blade with Float

**Engine/Hydraulic Monitor with Shutdown**
**Fingertip Auxiliary Hydraulic Control**
**Fingertip Boom Swing Control**
**Horn**
**Hydraulic Joystick Controls**
**Rubber Track**
**Spark Arrestor Exhaust System**
**Vandalism Protection**
**Work Lights**
**X-Change (Attachment Mounting System)**
**Zero Tail Swing**
**Warranty: 2 years, or 2000 hours whichever occurs first**

| | | | | |
|---|---|---|---|---|
| **A40 Option Package** | M3307-P01-A40 | 1 | $4,988.90 | $4,988.90 |

**Enclosed Cab with HVAC**
**Heated Cloth Suspension Seat**
**Auto HVAC Control**
**Radio**
**Deluxe Display Panel w/ Keyless Start**

| | | | | |
|---|---|---|---|---|
| **Arm Option-Long Arm w/ Heavy Counterweight** | M3307-R03-C02 | 1 | $1,081.50 | $1,081.50 |
| **Hydraulic Clamp - Long Arm** | M3307-R08-C04 | 1 | $1,342.60 | $1,342.60 |
| **Hydraulic X-Change - Long Arm** | M3307-R06-C04 | 1 | $1,098.30 | $1,098.30 |
| **Second Auxillary Hydraulics** | M3307-R07-C02 | 1 | $753.20 | $753.20 |
| **Travel Motion Alarm** | M3307-R11-C02 | 1 | $199.50 | $199.50 |
| **Telematics US** | M3307-R51-C02 | 1 | $0.00 | $0.00 |
| **18" MX3 XCHG TEETH** | 7323842 | 1 | $744.80 | $744.80 |
| **24" MX3 XCHG TEETH** | 7323530 | 1 | $801.80 | $801.80 |
| **Packer Wheel** | 6806644 | 1 | $1,628.68 | $1,628.68 |
| **Description** | **Part No** | **Qty** | **Price Ea.** | **Total** |
| **Trailer** | | 1 | $7,000.00 | $7,000.00 |

| | |
|---|---|
| **Total of Items Quoted** | **$56,711.28** |
| **Dealer Assembly Charges** | **$0.00** |
| **Quote Total - US dollars** | **$56,711.28** |

Notes:

**Prices per the Sourcewell Contract –040319-CEC*
**Terms Net 30 Days. Credit cards accepted.*
**FOB Origin within the 48 Contiguous States.*
**Delivery: 60 to 90 days from ARO.*

**State Sales Taxes apply. Must include a Tax Exempt Certificate with order placed.*

**TID# 38-0425350*

**Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.*

ORDER ACCEPTED BY:

_____ _____
SIGNATURE DATED

_____ _____
PRINT NAME AND TITLE PURCHASE ORDER #

SHIP TO ADDRESS:_____

BILL TO ADDRESS (if different than Ship To):_____

☐

**RESOLUTION NO. 2020-015**

**A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Fremont Department of Utilities Staff to purchase a Bobcat E35 Compact (Mini) Excavator from Bobcat Company.**

WHEREAS, The Fremont Department of Utilities plans and budgets for equipment; and

WHEREAS, Staff has determined that the best value is to purchase a Bobcat E35 compact (mini) excavator through the Sourcewell contract #040319-CEC for $56,711.28; and

NOW, THEREFORE BE IT RESOLVED, that the City Council accept the recommendation of the Utility & Infrastructure Board to authorize the Department of Utility staff to purchase a Bobcat E35 compact (mini) excavator from Bobcat Company through the Sourcewell contract #040319-CEC in the before tax amount of $56,711.28.

PASSED AND APPROVED THIS 28th DAY OF JANUARY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: Honorable Mayor and City Council

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

DATE: January 28, 2020

SUBJECT: Lon D. Wright Power Plant Coal Supply 2020 and 2021

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Recommendation: Approve Resolution 2020-016 to Purchase Contract Coal for 2020 and 2021

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**BACKGROUND:**

The City of Fremont Department of Utilities recently issued a request for quotes (RFQ) for a firm coal supply for 2020 and 2021. LDW staff requested prices for nominal 8,800 Btu Ultra Low Sulfur coal supply.

After consultation with LDW Staff during the January 14, 2020 Utilities and Infrastructure Board meeting, the Utilities and Infrastructure Board voted unanimously to recommend to the City of Fremont Mayor and City Council to authorize Utility Staff to sign a contract for the purchase of 225,000 tons of Ultra Low Sulfur Coal (nominal 8,800 btu's/lb) per year for 2020 and 2021 to Navajo Transitional Energy Company.

**FISCAL IMPACT:**

FY 19-20 Contract – Budgeted expense
FY 20-21 Contract – Budgeted expense

**RESOLUTION NO. 2020-016**

**A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Purchase 225,000 Tons of nominal 8,800 Btu/Ultra Low Sulfur Coal per year for 2020 and 2021 for Lon D. Wright, Power Plant.**

WHEREAS, The City of Fremont Department of Utilities issued a request for quotes (RFQ) for a firm coal supply supplier for 2020 - 2021; and

WHEREAS, Quotes were received on January 8, 2020 and evaluated on price, coal analysis and boiler operating conditions; and

WHEREAS, At the January 14, 2020 Utilities and Infrastructure Board Meeting, the Utilities and Infrastructure Board voted unanimously to recommend to the City of Fremont Mayor and City Council to authorize Utility Staff to sign a contract for the purchase of 225,000 tons of Ultra Low Sulfur Coal (nominal 8,800 btu's/lb) per year for 2020 and 2021 to Navajo Transitional Energy Company.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board and authorize Utility Staff to sign a contract with Navajo Transitional Energy Company for 225,000 tons of Ultra Low Sulfur Coal with nominal 8,800 btu's/lb per year for 2020 and 2021 for the Lon D. Wright Power Plant.

PASSED AND APPROVED THIS 28th DAY OF JANUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: Honorable Mayor and City Council

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

DATE: January 28, 2020

SUBJECT: Lon D. Wright Power Plant Honeywell Controls Software and Support Agreement

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Recommendation: Approve Resolution 2020-017 to Enter into a 1-year software and support agreement with Honeywell for LDW Units 6, 7, 8.

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**BACKGROUND:**

LDW currently operates coal-fired units utilizing a Honeywell Distributive Control System (DCS).

This agreement provides software upgrades, system support and 40 hours a year onsite service and inspections. By having this agreement, we maintain the control system with the latest software and are able to take advantage of reduced pricing on hardware purchases. This agreement also provides us with technical support through TAC, Honeywell technical support center.

The cost for this agreement is $71,786.88

After consultation with LDW staff during the Utilities and Infrastructure Board Meeting January 14, 2020, the Utilities and Infrastructure Board voted unanimously to recommend to the City of Fremont Mayor and City Council to authorize the City of Fremont, Department of Utilities Staff to sign a 1-year service agreement and authorize Fremont Department of Utility Staff to issue a purchase order to Honeywell for $71,786.88.

**FISCAL IMPACT:**

2019-2020 FY $71,786.88 this item was budgeted.

**RESOLUTION NO. 2020-017**

**A Resolution of the City Council of the City of Fremont, Nebraska, authorizing a One Year Support Agreement with Honeywell for Lon D. Wright Power Plant Control System.**

WHEREAS, LDW currently operates all coal-fired units utilizing a Honeywell Distributive Control System (DCS).

WHEREAS, This agreement provides software upgrades, system support and 40 hours a year onsite service and inspections. By having this agreement, we maintain the control system with the latest software and are able to take advantage of reduced pricing on hardware purchases. This agreement also provides us with technical support through TAC, Honeywell technical support center.

WHEREAS, At the January 14, 2020 Utilities and Infrastructure Board Meeting, the Utilities and Infrastructure Board voted unanimously to recommend to the City of Fremont Mayor and City Council to authorize the City of Fremont, Department of Utilities Staff to sign a 1-year service agreement and authorize Fremont Department of Utility Staff to issue a purchase order to Honeywell for $71,786.88.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board and authorize the City of Fremont Utility Staff to sign an agreement with Honeywell for a one year Support Agreement for Lon D. Wright Power Plant Control System for the amount of $71,786.88.

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PASSED AND APPROVED THIS 28TH DAY OF JANUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: City of Fremont Utilities and Infrastructure Board
Jeff Shanahan, LDW Power Plant Superintendent

DATE: January 28, 2020

SUBJECT: Quicklime Reagent Supply Agreement

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Recommendation: Approve Resolution 2020-018 for LDW Quicklime Reagent Supply Agreement

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**BACKGROUND:**

The United States Environmental Protection Agency (EPA) and Nebraska Department of Environmental Quality (NDEQ) Mercury and Air Toxins (MATS) rule require control of Hydrogen Chloride (HCL). This is accomplished at LDW power plant by the injection of lime slurry into the Spray Dry Absorber (SDA).

In 2015, LDW solicited for quicklime supply and entered a one-year agreement with Mississippi Lime with the option of taking five one-year extensions. Mississippi Lime has offered the City of Fremont Department of Utilities a one-year extension increasing the delivered cost lime product ~3.3% from the 2019 Quicklime Supply agreement.

| | 2020 | 2019 |
|---|---|---|
| Product Price ($/ton) | $159.78/ton | $153.42/ton |
| Delivery to Fremont ($/ton) | $35.68/ton+FCS | $35.68/ton+FCS |
| Total Cost Delivered | $195.46/ Ton + FSC | $189.10 / Ton + FSC |

LDW staff requested quotes from other lime suppliers to validate the proposed increase and found that Mississippi Lime is the low price comparable product.

After consultation with LDW Staff during the January 14, 2020 Utilities and Infrastructure Board Meeting, the Utilities and Infrastructure Board voted unanimously to recommend to the City of Fremont Mayor and City Council to authorize the City of Fremont NE. Department of Utilities Staff to execute an amendment to the current quicklime reagent supply agreement with Mississippi Lime for the 2020 calendar year.

**FISCAL IMPACT:**

FY 2019/2020 estimated operating budget expenditure of ~$320,000

**RESOLUTION NO. 2020-018**

**A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Renewal of the Quicklime Reagent Supply Agreement with Mississippi Lime for Lon D. Wright, Power Plant.**

WHEREAS, In 2015 LDW solicited for quicklime supply and entered a one year agreement with Mississippi Lime with the option of taking five one year extensions.

WHEREAS, Mississippi Lime has offered the City of Fremont Department of Utilities a one-year extension increasing the delivered cost lime product ~3.3% from the 2019 Quicklime Supply agreement.

WHEREAS, At the January 14, 2020 Utilities and Infrastructure Board Meeting, the Utilities and Infrastructure Board voted unanimously to recommend to the City of Fremont Mayor and City Council to authorize the City of Fremont NE. Department of Utilities Staff to execute an amendment to the current quicklime reagent supply agreement with Mississippi Lime for the 2020 calendar year.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board and authorize the City of Fremont NE. Department of Utilities Staff to execute an amendment to the current Quicklime Reagent Supply agreement with Mississippi Lime for 2020 calendar year.

PASSED AND APPROVED THIS 28TH DAY OF JANUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: Honorable Mayor and City Council

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

DATE: January 28, 2020

SUBJECT: Lon D. Wright Power Plant Siemens Support Agreement

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Recommendation: Approve Resolution 2020-019 Authorization to Enter into a 3-year service and support agreement with Siemens for LDW Unit 8 Induced Draft (ID) Fan Variable Frequency Drive (VFD).

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**BACKGROUND:**

In 2015, the City of Fremont Department of Utilities installed an Air Quality Control System (AQCS) modification at the Lon D. Wright Power Plant. This modification required the City of Fremont Department of Utilities to install a new 3500 HP ID fan, motor and VFD.

The service agreement for the VFD will provide for two 2-Day site visits during the three-year agreement from a certified Siemens technician. The plan also provides three years of 24/7 technical support and parts discounts. In addition to the service agreement, LDW staff requested an additional three days of onsite support to perform a comprehensive inspection of the drive.

| | Technical Support Agreement | Additional Onsight Support (3 days T/M) | Total |
|---|---|---|---|
| Year 1 | $7,579.00 | $10,030 | $17,609.00 |
| Year 2 | $7,579.00 | | $7,579.00 |
| Year 3 | $7,579.00 | | $7,579.00 |
| | | | $32,767.00 |

After consultation with LDW staff during the Utilities and Infrastructure Board Meeting on January 14, 2020 the Utilities and Infrastructure Board voted unanimously to recommend to the City of Fremont Mayor and City Council to authorize the City of Fremont, Department of Utilities Staff to sign a 3-year service agreement and authorize Fremont Department of Utility Staff to issue a purchase order to Siemens for $32,767.00

**FISCAL IMPACT:**

2019-2020 FY $17,609.00
2020-2021 FY $7,579.00
2021-2022 FY $7,579.00

**RESOLUTION NO. 2020-019**

**A Resolution of the City Council of the City of Fremont, Nebraska, authorizing a Three Year Support Agreement with Siemens for Lon D. Wright Power Plant Induced Draft Fan Variable Frequency Drive.**

WHEREAS, In 2015 the City of Fremont Department of Utilities installed an Air Quality Control System (AQCS) modification at the Lon D. Wright Power Plant. This modification required the City of Fremont Department of Utilities to install a new 3500 HP ID fan, motor and VFD.

WHEREAS, The service agreement for the VFD will provide for two 2-Day site visits during the three-year agreement from a certified Siemens technician. The plan also provides three years of 24/7 technical support and parts discounts. In addition to the service agreement, LDW staff requested an additional three days of onsite support to perform a comprehensive inspection of the drive.

WHEREAS, At the January 14, 2020 Utilities and Infrastructure Board meeting, the Utilities and Infrastructure Board voted unanimously to recommend to the City of Fremont Mayor and City Council to authorize the City of Fremont, Department of Utilities Staff to sign a 3-year service agreement and authorize Fremont Department of Utility Staff to issue a purchase order to Siemens for $32,767.00

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board and authorize the City of Fremont Utility Staff to sign an agreement with Siemens for a three year Support Agreement for Lon D. Wright Power Plant, Induced Draft Fan, Variable Frequency Drive for the amount of $32,767.00

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PASSED AND APPROVED THIS 28TH DAY OF JANUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: Honorable Mayor and City Council

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

DATE: January 28, 2020

SUBJECT: Unit #8 rental, installation and removal of scaffolding.

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Recommendation: Approve Resolution 2020-020 for contractor to rent, install and remove scaffolding for Unit #8 Boiler evaluation at Lon D. Wright Power Plant.

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**BACKGROUND:**

In the spring of 2020, Lon D. Wright power plant is conducting a Boiler Pressure Part Evaluation and Remaining Useful Life, Flow Accelerated Corrosion Study and a High Energy Piping Hanger Evaluation.

To facilitate the study and evaluation, scaffolding is required. LDW staff requested contractors to visit the site and provide pricing for rental, installation and removal of scaffolding. Only Brand / Safway provide a quote for the required scope of work.

After consultation with LDW Staff during the Utilities and Infrastructure Board Meeting January 14, 2020, the Utilities and Infrastructure Board voted unanimously to recommend to the City of Fremont Mayor and City Council to authorize Department of Utility Staff to execute an agreement and issue a purchase order for the Scaffolding required to perform the Boiler Pressure Part Evaluation and Remaining Useful Life, Flow Accelerated Corrosion Study and High Energy Piping Hanger to Brand / Safway for $136,038.00

**FISCAL IMPACT:**

FY 2019/2020 operating budget expenditure of $136,038.00 this item was budgeted.

**RESOLUTION NO. 2020-020**

**A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the scaffolding rental, installation and removal for Unit #8 Boiler evaluation.**

WHEREAS, In the spring of 2020, Lon D. Wright power plant is conducting Boiler Pressure Part Evaluation and Remaining Useful Life, Flow Accelerated Corrosion Study and a High Energy Piping Hanger Evaluation; and

WHEREAS, To facilitate the study and evaluation, scaffolding is required. LDW staff requested contractors to visit the site and provide pricing for rental, installation and removal of scaffolding. Only Brand / Safway provide a quote for the required scope of work; and

WHEREAS, At the January 14, 2020 Utilities and Infrastructure Board Meeting, the Utilities and Infrastructure Board voted unanimously to recommend to the City of Fremont Mayor and City Council to authorize Department of Utility Staff to execute an agreement with Brand/Safway.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board and authorize the City of Fremont Utility Staff to sign an agreement with Brand/Safway for the rental, installation and removal of the scaffolding for the Unit #8 boiler study and evaluation for the amount of $136,038.00.

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PASSED AND APPROVED THIS 28th DAY OF JANUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** Jody Sanders, Director of Finance

**DATE:** January 28, 2020

**SUBJECT:** Purchase of TimeClock Plus software and hardware

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**Recommendation:** Motion to authorize purchase of TimeClock Plus software and hardware.

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**Background**: Currently, City staff spends significant time manually calculating timecards on a bi-weekly basis, and entering the data into our enterprise resource planning (ERP) software to pay employees and record time to the work order system.

This process was identified as an opportunity to allow staff to work more efficiently and effectively by using an electronic time-keeping system that would integrate with the City's current ERP system. During the 2019-2021 biennial budget process, the purchase of hardware, on premise software and related training were included in the IT budget for fiscal year 2020. The hardware consists of 11 electronic time clocks using the City's existing smart card technology to clock in and out. The software allows employees to attribute their time to specific work orders either through the time clock or any computer workstation within the City. Requests for leave are also tracked and recorded through this system.

The Utilities and Infrastructure Board met on January 14, 2020 and voted unanimously to approve.

**Fiscal Impact:** The 2020 fiscal year budget includes $68,000 in the capital improvement plan for the software license and hardware purchase and $14,000 was budgeted for training for a total of $82,000. The attached quote, that includes maintenance, is $80,028.50.

There is not an expectation that City staff will be reduced once the system is operational for all departments. As discussed during the budget process, the time saved by staff due to implementing this project will be reallocated to other work within each department.

Superion, a CentralSquare Company

# Add-On Quote

**Quote Number: Q-00012934** **Valid Until: 02/24/20**

**Quote Prepared For:**
Nicholas Brand, Director of Information Systems
City of Fremont
Dept of Utilities
FREMONT, NE, 68025-5141
(402) 727-2838

**Quote Prepared By:**
Julio Mejia, Associate Account Manager
CentralSquare Technologies
1000 Business Center Drive
Lake Mary, FL 32746
Phone: +14073043106 Fax:
julio.mejia@centralsquare.com

Date: 12/10/19

Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact Julio Mejia with any questions.

## Cloud/Hosted Fees

| Product Name | Quantity | Amount |
|---|---|---|
| NaviLine Time & Attendance Interface-Generic | 1 | 3,780.00 |
| **Total** | | **3,780.00** |

## Third-Party License Fees & Maintenance

| Product Name | Quantity | License Fee | Maintenance |
|---|---|---|---|
| TimeClock Plus Premise | 475 | 23,750.00 | 5,937.50 |
| **Total** | | **23,750.00** | **5,937.50** |

## Third-Party Hardware & Maintenance

| Product Name | Quantity | Amount |
|---|---|---|
| RDT Touch 400 HID Proximity with Camera | 11 | 31,141.00 |
| **Total** | | **31,141.00** |

## Professional Services
## Consulting

| Product Name | Amount |
|---|---|
| TimeClock Plus Professional Services | 1,280.00 |

| | |
|---|---|
| **Total** | **1,280.00** |

## Project Management

| Product Name | Amount |
|---|---|
| TimeClock Plus Professional Services | 640.00 |
| **Total** | **640.00** |
| **Total Professional Services** | **1,920.00** |

## Third-Party Professional Services
## Training

| Product Name | Amount |
|---|---|
| TimeClock Plus Premise | 13,500.00 |
| **Total** | **13,500.00** |
| **Total Third-Party Professional Services** | **13,500.00** |

## Summary

| Product/Service | | Amount | | |
|---|---|---|---|---|
| Cloud/Hosted Annual Access Fees | | 3,780.00 | | |
| Professional Services | | 1,920.00 | | |
| | **Subtotal** | | **5,700.00** | USD |
| Third-Party License Fees | | 23,750.00 | | |
| Third-Party Hardware | | 31,141.00 | | |
| Third-Party Professional Services | | 13,500.00 | | |
| | **Subtotal** | | **68,391.00** | USD |
| **Total Excluding Maintenace** | | | **74,091.00** | USD |
| Net Third-Party Maintenance | | | 5,937.50 | USD |
| **Total with Maintenance** | | | **80,028.50** | USD |

**See Product notes in the Additional Information Section**

**Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**
License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by CentralSquare in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

CentralSquare Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which CentralSquare is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time CentralSquare receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by CentralSquare will renew automatically at then-prevailing rates until such time CentralSquare receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Applicable Start-up Fees are due upon execution of this Quote. Initial Annual Access Fees are due upon execution of this Quote and will be invoiced pro-rata to coincide with Customer's Annual Renewal Date. Subsequent Annual Access Fees will be invoiced each year thereafter on the anniversary of Customer's Annual Renewal Date.

**Additional Terms:**
This form constitutes a supplemental order and amendment to the existing Agreement (the "Agreement") by and between CentralSquare and Customer. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately.

Travel expenses shall be governed by the CentralSquare Travel Policy.

Preprinted conditions and any terms stated on purchase orders or other documents submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by both parties.

If applicable, Third party hardware/software maintenance and any applicable warranty provisions will be provided by the third party manufacturer(s). The return and refund policy of each individual third party hardware/software supplier shall apply. In the event that a manufacturer changes any of these respective policies or prices, CentralSquare reserves the right to adjust this proposal to reflect those changes if they occur prior to execution.

Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery. Delivery is defined as either a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar electronic file transfer method, or (b) physical shipment, such as on a disc or other media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the CentralSquare Solutions.

Nicholas Brand, Director of Information Systems
City of Fremont

**Authorized Signature**: _____ **Printed Name**: _____

**Date**: _____

**Additional Information Section**
**Product Notes:**

Superion, a CentralSquare Company

# Add-On Quote

**Quote Number: Q-00014970** **Valid Until: 02/24/20**

**Quote Prepared For:**
Nicholas Brand, Director of Information Systems
City of Fremont
Dept of Utilities
FREMONT, NE, 68025-5141
(402) 727-2838

**Quote Prepared By:**
Julio Mejia, Associate Account Manager
CentralSquare Technologies
1000 Business Center Drive
Lake Mary, FL 32746
Phone: +14073043106 Fax:
julio.mejia@centralsquare.com

Date: 10/02/19

Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact Julio Mejia with any questions.

## Cloud/Hosted Fees

| Product Name | Quantity | Amount |
|---|---|---|
| NaviLine Contact Management | 1 | 10,416.00 |
| **Total** | | **10,416.00** |

## Professional Services
## Training

| Product Name | Amount |
|---|---|
| NaviLine Financials Training | 3,840.00 |
| **Total** | **3,840.00** |

## Project Management

| Product Name | Amount |
|---|---|
| NaviLine Financials Project Management | 2,560.00 |
| **Total** | **2,560.00** |
| **Total Professional Services** | **6,400.00** |

CENTRALSQUARE TECHNOLOGIES

## Summary

| Product/Service | Amount | | |
|---|---|---|---|
| Cloud/Hosted Annual Access Fees | 10,416.00 | | |
| Professional Services | 6,400.00 | | |
| | **Subtotal** | **16,816.00** | USD |
| **Total** | | **16,816.00** | USD |

**See Product notes in the Additional Information Section**

**Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**
Do not pay from this form. Customer will be invoiced for the fees set forth after execution.

If applicable, annual Access, Subscription and/or Cloud/Hosting Fees will be invoiced annually after the initial term.

Maintenance Service and Support Fees (including third party products) are included with purchase for the initial term and will be invoiced annually after the initial term.

License, Start-up and Third Party software and/or hardware Fees are due at execution.

Training Fees and Travel Expenses are due as incurred. All other Professional Services will be Fixed Fee, due at execution.

Custom Modifications and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion.

Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Nicholas Brand, Director of Information Systems
City of Fremont

**Authorized Signature**: _____ **Printed Name**: _____

**Date**: _____

**Additional Information Section**
**Product Notes:**

**TIMECLOCK PLUS**
**PERPETUAL LICENSE AGREEMENT ("EULA")**

**Terms and Conditions**

THIS AGREEMENT is entered into as of _____ ("Effective Date"), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP"), and City of Fremont, with its principal office located at 400 E Military Ave., Fremont, NE 68025 ("Client").

WHEREAS, TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the parties agree as follows:

1. REPRESENTATIONS OF CUSTOMER. By signing the End User Licensing Agreement governed by the Global Data Privacy Policy located at www.timeclockplus.com/privacy, collectively the agreement ("Agreement"), you represent, warrant and certify that (a) you are 18 years of age or older; (b) you are authorized to bind the company or organization named above under this Agreement, (c) you are authorized to use the payment method specified to engage in transactions relating to TimeClock Plus Services provided by TCP, including any recurring payment information and (d) you have read, understand and agree to the terms and conditions of this Agreement and TCP's Global Data Privacy Policy found at www.timeclockplus.com/privacy, which may be amended from time-to-time to adhere to changing data protection legislation.

2. DEFINITIONS.

2.1 "Active Employee" means a Client Employee who is not marked suspended or terminated. For purposes of Employee Licensing Fees, an active employee is one who has been marked as active within the TimeClock Plus system on any date, no matter the duration of being marked active, and such employee will be subject to the Employee License requirements.

2.2 "Employee" means Client's employee, agent or contractor for whom Client has agreed to pay an Employee Licensing Fee under this Agreement.

2.3 "Services" means the right to access and use TimeClock Plus Software, our website, or the User website interface provided by TCP; including, but not limited to, update servers, mobile apps, knowledge base, and support communities.

2.4 "Employee Licensing Fee" means TCP's then current fee for each of Client's Employees to access and use the Services as outlined on the Master Service Order Form.

2.5 "Software" means the TimeClock Plus Software and associated modules authorized for Client access and use under this Agreement.

2.6 "User" means Client Employees who are not added to the TimeClock Plus Software database as an Employee, but *are* physically added as Users within the Software with management rights. Users *will not* be considered Employees and will not incur Employee Licensing Fees, except Users who are added to the database as Employees as well as Users, who are effectively considered Employees and an Employee Licensing Fee will be assessed for each.

2.7 "Overages" means the Employee Licensing Fee due as a result of an Active Employee added to the Services in excess of those outlined on the Master Service Order Form. Client is

responsible for reporting such Overages for which you will be charged the applicable Employee Licensing Fee.

2.8 “Personal Data” means any information that can be used to identify, locate or contact an Employee or User.

2.9 “Global Data Privacy Policy” means the then current TCP privacy policy published at www.timeclockplus.com/privacy.aspx. This privacy policy governs all TCP agreements in regards to the controlling, processing, and transferring of Personal Data.

2.10 “Employee License” means the Active Employee license of the Software required for a single Employee to use the Services pursuant to this EULA.

3. USE AND ACCESS. TCP grants Client a nonexclusive, non-transferable, royalty-free license to access and use the Services, where the maximum number of Active Employees in the TimeClock Plus Software does not exceed the number of Employee Licenses purchased in conjunction with Services as reflected on the Master Service Order Form, for the limited purpose of providing collection, management, and disbursement of Client’s accumulated data as specified below, all solely within and subject to the terms, conditions, and limitations herein.

Client may install the Software on a single server, and the Software may be accessed via a web browser by the number of Employees equal to or less than the number of Employee Licenses purchased in conjunction with the Software license.

Client will use the Software and Services only for its internal business operations and will not permit the Services to be used by or for the benefit of anyone other than Client. Client will not have the right to re-license or sell rights to access and/or use the Services, except as expressly provided herein. Client will not transmit or share identification or password codes to persons other than authorized TimeClock Plus Employees or Users nor permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized Users. Client will be responsible for all equipment and software required for Client to access the Internet including, without limitation, a web browser compatible with the Services. Client acknowledges that TCP is not responsible for any use or misuse of the Services by Client or its employees or contractors.

3.1 Client’s Responsibilities. Client agrees to act as the Data Controller and Data Processor, and appoint TCP as Subprocessor, of information entered by its authorized Employees and Users. Client agrees to impose similar data protection-related terms that will not be less protective than those imposed on TCP by this Agreement and the Global Data Privacy Policy.

3.2 Subprocessors. Under this perpetual licensing agreement, TCP will only process Personal Data for the purposes of supporting the Services and will not have any access to Personal Data unless provided by Client for the purposes of technical support. TCP has appointed additional third party data Subprocessors for the purposes of hosting and security services. These Subprocessors may process Personal Data in accordance with the terms of this agreement and the Global Data Privacy Policy. The Subprocessor agreements impose similar data protection-related processing terms on the third party Subprocessor that are not less protective than those imposed on TCP in this Agreement and the TCP Privacy Policy for Client Data Processing Services. TCP has publish an overview of the categories of Subprocessors involved in the performance of the relevant Services which can be found at www.timeclockplus.com/privacy.aspx.

4. FUNCTIONALITY. The Software is capable of providing the functionality found in TCP’s official product documentation. Differing versions of TimeClock Plus Software, such as Small Business Edition, Professional Edition, Enterprise Edition as well as future Products may have differing functionality as specified in their product documentation.

5. TECHNICAL SUPPORT. TCP will make available to Client access to TCP's standard instructional materials that TCP generally makes available to Clients for the Software. There may be a charge for any additional assistance or support requested by Client, including telephone and chat support. All Support is for TCP's Products and Services only, excluding third party payroll software, operating platforms, networking, Client's hardware or anything not originally created and sold by TCP to Client unless expressly agreed upon otherwise. TCP is not responsible for providing maintenance, support or assistance related to Client's operating systems, network, communications, hardware or other Client specific matters. If Client desires additional ongoing assistance, a Support Agreement must be separately negotiated and agreed to for an additional price.

6. SOFTWARE UPGRADES. From time to time TCP will release new reversions of TimeClock Plus Software. TCP will provide Client, under the terms of this Agreement, with access to updates to the Software as TCP generally makes such updates available to other similar clients. Software updates are minor additions, enhancements, or fixes to the Software. Updates do not include upgrades to newer versions of the Software.

7. HARDWARE MIGRATION, TESTING, AND BACKUPS: Client shall install the Software on a single production server. However, Client may change the particular production server in which Client is authorized to use the Software to another production server within Client's immediate business organization if the Software is no longer used on any former production server. Client may install up to three (3) copies of the Software on additional servers for backup and testing purposes only.

8. PAYMENT. Client shall pay all fees or charges in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Payments will be made in advance of the Service being provided or as otherwise mutually agreed on the Master Service Order Form. All payment obligations are non-cancellable and all amounts paid are non-refundable. If you elect to dispute charges or fees, you must contact TCP in writing within fifteen (15) days of the date of the invoice in question to be eligible to receive an adjustment or credit.

9. FEES & CHARGES. Client may add additional Employee Licenses at any time, by paying the Employee Licensing Fees. Employees added in excess of the Employee Licenses purchased by Client require the purchase of an Employee License. Client is responsible for reporting these Overages and purchasing the necessary Employee Licenses for all Active Employees. If TCP is required by law to pay or collect any federal, state, local, or value-added tax on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on TCP's net income, then such taxes and/or duties will be billed to and paid by Client immediately upon Client's receipt of TCP's invoice and supporting documentation for the taxes or duties charged.

9.1 Initial Product. The fees to be paid by Client to TCP for the Product (Software and Hardware, if any) which Client is obtaining from TCP pursuant to this EULA are specified on the Master Service Order Form or Invoice Prices for software include the licensing for the Software as well as a number of Employee Licenses.

9.2 Additional Product. The fees to be paid by Client to TCP for additional Product (Software and Hardware, if any) which Client does not obtain from TCP at this time shall billed at the then current fees for Product. Prices for Product may be changed from time to time by TCP without notice to Client until the Client's new order is accepted by TCP.

9.3 Software Updates. TCP currently makes certain Software updates accessible to qualified Clients at no cost. If TCP elects in the future to charge for such updates, the fees to be paid by Client to TCP for Software updates shall be TCP's standard client level prices, as they may be changed from time to time by TCP.

10. TERM.

10.1 Perpetual Licenses. Client's license to use the Software is delivered to Client pursuant to this EULA is perpetual, unless sooner terminated in accordance with the provisions hereof.

10.2 Other Items. Access to Software updates, receipt of support and services from TCP, purchase of Hardware and other Products or goods from TCP and all other additional tangible and intangible things or rights beyond Client's license to use the Software delivered to Client pursuant to this EULA may be conditioned upon future new and additional agreements and payments.

11. TERMINATION.

11.1 Mutual Cancellation. This EULA may be terminated by mutual agreement between TCP and Client, by both parties' mutual consent in writing to such a cancellation. Termination pursuant to mutual agreement shall have the same effect as termination generally except to the extent that the parties may otherwise agree in a signed writing.

11.2 Termination. Client may terminate this Agreement at any time by notifying TCP in writing thirty (30) days prior to the termination date. TCP may only terminate this Agreement for cause, including, without limitation, failing to pay fees when due to TCP, failing to protect TCP's proprietary rights to the Software, or Client's failure to comply with any term of this Agreement or Client becomes insolvent or bankrupt or ceases to do business, or TCP choosing to cease offering to license the Software. TCP may suspend performance upon Client failing to pay fees when due until such fees are paid. If a default is both a material substantial breach and incurable, such as a knowing failure to protect TCP's proprietary rights to the Software by permitting a competitor of TCP to have access to the Software, termination may be made with immediate effect. If Client commits acts which, in TCP's good faith determination, substantially adversely affect the parties' relationship after Client has been warned in writing concerning same; such as documented repeated abuse of TCP's staff, repeated publication of statements hostile to TCP or derogatory concerning the Software, or a pattern of repeated breaches of this Agreement, then TCP may terminate this Agreement.

11.3 Effect of Termination. In the event of termination, Client will immediately discontinue all use of the Software and remove and return all versions and copies (digital, paper, or otherwise) and all associated materials to TCP and deliver to TCP Client's unconditional verification that this has been completed. Termination does not affect any right to fees earned prior to the termination. Without limiting the general survivability of terms which, by their nature, survive termination, the provisions herein concerning confidentiality and proprietary rights, ownership, and limitations of warranties and liability, Intellectual Property, dispute resolution, and all other obligations which, by their terms imply that they are intended to survive termination, expressly survive termination. Neither termination nor the existence of claims by Client against TCP is a defense to TCP's immediate enforcement of any obligation. TCP is not liable for any termination compensation whether based on goodwill, investments made, or otherwise. If a notice of termination or a notice of intent to terminate is given by TCP, then no communication from TCP except a written communication issued directly by TCP's President is effective to delay, waive, modify, revoke, or otherwise change the notice or its effect.

12. OPERATIONS

12.1 Independent Businesses. This EULA does not create an agency, partnership or joint venture. Neither party will represent itself as an agent, representative or partner of the other. All restrictions and requirements TCP imposes on Client herein or elsewhere solely concern the relationship between TCP and Client. Day-to-day conduct of business by Client and Client 's employees including, without limitation, employee relations and safety, payment of salary, overtime, bonuses, taxes and other liabilities, work performed for customers, goods delivered to customers, Personal Data confidentiality, applicable data subject rights, etc., shall be controlled solely by Client and not by TCP. TCP has no power to instruct Client or Client’s employees to do or not do any specific thing or practice except as set forth herein. The standards and restrictions herein relate solely to the parties' rights with respect to each other and do not control Client's actions or failure to act with respect to Client's customers, employees, or other

third parties. Client may not use TCP's name, trademarks, or logos in a way which implies to the public, suppliers, creditors or others that Client's business is an agent for TCP or has any association with TCP beyond having a legal right to use the Software. Neither party will make any promises or representations concerning the other, or its goods or services, except as expressly authorized in writing. Each party is an independent entity solely responsible for its own management, safety, legal compliance, data protection, employee relations, taxes, hiring, firing, operations, goods, services, etc. Every contractual duty herein is subservient to the parties' obligation to the public to do all things necessary for public and employee safety and to comply with all applicable laws. Neither party is liable under any circumstance for any act, omission, contract, debt, or other obligation of the other.

12.2 Standards. Client shall comply with all applicable laws and regulations relating in any way to Client's use of the Product; keep the original Software media and all copies in Client's possession and direct control; not engage in any activity which results or may reasonably be anticipated to result in harm to the reputation of TCP or TCP's Products or litigation against or public criticism of TCP or TCP's Products; never threaten to breach the EULA or indicate to any entity that Client is not bound by it; not allow or engage in unlawful, unsafe, or unethical practices; rely solely on Client's own attorney's advice in these regards; and obtain all necessary governmental approvals and licenses for all acts taken by Client under or relating to this EULA and deliver copies of the same to TCP upon TCP's request. Client will ensure that Client's relationship with TCP is conducted in strict compliance with this EULA.

12.3 Data Protection and GDPR Compliance. TCP has adopted the provisions contained in the Global Data Privacy Policy for dealing with Personal Data in accordance with GDPR and other applicable data protection laws.

12.3.1 Instructions. TCP, as Subprocessor, will process certain categories and types of Personal Data only upon Client’s instructions and in accordance with applicable data protection laws (e.g. GDPR). Client is responsible for ensuring those who provide instructions are authorized to do so and agrees that TCP will only perform processing activities that are necessary and relevant to support the Software. Under this perpetual licensing agreement, TCP will only process Personal Data for the purposes of supporting the Services and will not have any access to Personal Data unless provided by Client for the purposes of technical support.

12.3.2 Requests. Client will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which is was obtained. Client, as both Data Controller and Data Processor, will be responsible for receiving, investigating, documenting, and responding to all data subject requests for inspection or erasure of Personal Data.

12.3.3 Assistance. Should Client receive a request from a data subject for the exercise of the data subject’s rights under applicable data protection laws, and the correct and legitimate reply to such a request necessitates TCP’s assistance, TCP shall assist the Client by providing the necessary information and documentation. TCP shall be given reasonable time to assist the Client with such requests in accordance with the applicable law.

12.3.4 Confidentiality. TCP shall treat all Personal Data as strictly confidential information that may not be copied, transferred, or otherwise processed without the instruction of the Client. Transfer of Personal Data to another data controller or data processor (e.g. HRIS or Payroll application) is at the sole discretion of the Client and shall comply with applicable data protection laws.

12.3.5 Indemnity. Client acknowledges that TCP may not know the applicable data protection rights of any given Employee and agrees to indemnify and hold harmless TCP from any and all direct claims, damages and demands, including reasonable attorney’s fees, arising out of Client’s violation of applicable data protection laws. Nothing in this Agreement relieves TCP of its own direct responsibilities and liabilities under the applicable data protection laws.

Further information about TCP's use of data and data retention policies can be found in the Global Data Privacy Policy at: www.timeclockplus.com/privacy.aspx.

13. WARRANTY AND DISCLAIMER. EXCEPT AS EXPRESSLY STATED HEREIN, TCP EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY OF ANY INFORMATIONAL CONTENT OR THOSE ARISING BY STATUTE, OF CONFORMITY TO ANY REPRESENTATIONS OR DESCRIPTIONS NOT CONTAINED HEREIN, OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, TCP DOES NOT WARRANT THAT ANYTHING WILL MEET CUSTOMER'S REQUIREMENTS, WILL BE UNINTERRUPTED, SECURE, RELIABLE, ACCURATE OR ERROR-FREE. TCP HAS NO OBLIGATIONS CONCERNING PRODUCTS OR SERVICES USED OUTSIDE THE U.S.A. UNLESS THEY ARE STATED IN WRITING BY TCP TO BE EXPORT PROGRAM PRODUCTS AND ARE ISSUED AN EXPORT PROGRAM WARRANTY. TCP'S OBLIGATIONS, IF ANY, ARE CONDITIONAL ON CUSTOMER PROMPTLY COMPLYING WITH ALL OF THIS AGREEMENT'S TERMS AND CONDITIONS. CUSTOMER ACCEPTS SERVICES "AS IS" AND WITH ALL FAULTS. THE LIMITED WARRANTIES AND REMEDIES IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES CONCERNING ANY GOODS, SERVICES, OR INTANGIBLES, NOW OR IN THE FUTURE.

14. LIABILITY LIMITATION. IN NO EVENT SHALL TCP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR REMEDIES RELATING TO SERVICES OR ANY TCP PRODUCTS, GOODS, OR INTANGIBLES (EXCLUDED DAMAGES INCLUDE, WITHOUT LIMITATION, FOR LOST PROFITS, BUSINESS INTERRUPTION, COSTS OF DELAY, FAILURE OF DELIVERY, REVENUE, GOODWILL, LOST OR DAMAGED DATA, DOCUMENTATION OR EQUIPMENT, LOSS OF BUSINESS INFORMATION, COST OF REMOVAL OR INSTALLATION OF ANYTHING, INTERCEPTIONS, DEFECTS, VIRUSES, DELAYS, OR FAILURE OF PERFORMANCE, OTHER LOSS ARISING OUT OF USE, OR INABILITY TO USE SERVICES, LIABILITIES TO THIRD PARTIES, INABILITY TO USE TIMECLOCK PLUS ONDEMAND SERVICES, ERRORS IN THE SOFTWARE, MALFUNCTIONS OR ERRONEOUS DATA, PAYMENTS TO THIRD PARTIES WHICH ARE TOO SMALL, TOO LARGE, TOO LATE OR ARE OTHERWISE IMPROPER), EVEN IF TCP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT, WARRANTY, ETC.), ANY ASSERTED TCP BREACH OF PROMISE OR WARRANTY; ANY ACT OR FAILURE TO ACT; NEGLIGENCE INCLUDING GROSS NEGLIGENCE; OR ANY CLAIM MADE AGAINST CUSTOMER BY ANY OTHER PARTY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL TCP'S LIABILITY (FOR ALL CAUSES OF ACTION), EXCEED THE AMOUNT PAID BY CUSTOMER TO TCP FOR TOTAL MONTHLY EMPLOYEE FEES PAID TO TCP FOR THE PRECEDING 3 MONTHS FROM THE DATE OF THE INCIDENT. THESE LIMITATIONS ARE INDEPENDENT AND APPLY REGARDLESS OF THE BASIS OF THE CLAIM, INCLUDING, BUT NOT LIMITED TO, A FINDING THAT A WARRANTY, CONDITION, OR REMEDY HAS FAILED ITS ESSENTIAL PURPOSE, BREACH OF CONTRACT (INCLUDING, BUT NOT LIMITED TO, FUNDAMENTAL BREACH), TORT, (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR MISREPRESENTATION), BREACH OF STATUTORY DUTY, OR OTHER LEGAL OR EQUITABLE THEORY. ANY CAUSE OF ACTION CUSTOMER MAY HAVE AGAINST TCP, ITS AFFILIATES, OFFICERS AND AGENTS MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES OR SHALL BE FOREVER BARRED. TCP'S MAXIMUM AGGREGATE LIABILITY SHALL NEVER EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE DATE OF THE CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE BASIS OF THE CLAIM.

15. INTELLECTUAL PROPERTY. The TimeClock Plus Software is licensed to Client, not sold. This EULA does not convey to Client any interest in or to the Software or Services, but only a limited right of use, revocable in accordance with the terms of this EULA. All rights not expressly granted in this EULA are reserved by TCP. All title and copyrights in and to the Software, Product, related materials and copies thereof are always only owned by TCP. All rights not specifically granted to Client under this

EULA are reserved by TCP. Client will be the owner of all data or information created by Client and stored on TCP's database servers.

16. CONFIDENTIALITY. Client acknowledges that the Services and TimeClock Plus Software contain valuable confidential information that is proprietary and valuable to TCP. Client will safeguard its access to Services and Software installed on Client's servers using the same standard of care that Client uses for its own confidential information. TCP agrees to hold Client's data and information as confidential and it will not, without the prior written consent of Client and in accordance with applicable data protection laws, be disclosed or be used for any purposes other than the performance of this Agreement. TCP will safeguard the confidentiality of such data or information using the same standard of care that TCP uses for its own confidential information as governed by the Global Data Privacy Policy. All pricing terms are confidential, and you agree not to disclose them to any third party.

17. GOVERNING LAW. THIS AGREEMENT IS SOLELY GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND THE U.S. DEPARTMENT OF COMMERCE.

18. U.S. GOVERNMENT RESTRICTED RIGHTS**.** If Client is acquiring the Software on behalf of any unit or agency of the United States Government, the following provision applies: It is acknowledged that the Software and the documentation were developed at private expense and that no part is in the public domain and that the Software and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (C)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs c (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

19. DISPUTE RESOLUTION. For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

19.1 WAIVER OR JURY TRIAL. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

19.2 CLASS ACTION WAIVER. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

20. ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that either party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such party's parent company or a subsidiary of such party, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

21. WAIVERS**.** Client shall make a timely written request to TCP whenever this Agreement requires approval. TCP's approval must be in writing to be effective and relied upon by Client. TCP assumes no liability or obligation and makes no representation or warranty by denying, granting, or providing any waiver, approval, advice, consent or suggestions to Client or for any neglect, delay or denial of any requests therefore. Failure of TCP to exercise any right, power or option or to insist on strict compliance with the terms hereof will not comprise a waiver with respect to any other or subsequent breach of the same or different nature nor a waiver of TCP's right to at any time require exact and strict compliance with all terms hereof and declare any breach or default. No custom or practice waives TCP's right to demand exact compliance with this Agreement. TCP's rights and remedies herein are cumulative with any other rights or remedies which may be granted by law or equity. It is expressly agreed that the description of any breach or default in any notice by TCP, including, without limitation, a notice of termination, will not preclude the later assertion of other additional defaults or breaches, whether known or unknown at the time of the notice. Subsequent acceptance by TCP of any payments or performance is not a waiver of any preceding breach by Client. TCP reserves the right, from time to time, to waive observance or performance of the whole or any part of an obligation imposed on Client by this Agreement. No waiver of any default of any term, proviso, covenant or condition of this Agreement by TCP constitutes a waiver by TCP of any prior, concurrent or subsequent default of the same or any other term, proviso, covenant or condition hereof.

22. CONSUMER RIGHTS WAIVER**.** AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, CUSTOMER VOLUNTARILY WAIVES ITS RIGHTS UNDER LAW THAT GIVES PURCHASERS OR CONSUMERS SPECIAL RIGHTS OR PROTECTIONS, INCLUDING, WITHOUT LIMITATION, THE DECEPTIVE TRADE PRACTICES- CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS & COMMERCE CODE

23. SAVINGS CLAUSE**.** This Agreement shall be construed, interpreted and reformed to avoid violating any applicable law, and to preserve its intent to the fullest possible extent. If any statute, law, by-law, ordinance or regulation promulgated by any competent authority with jurisdiction over any part of this Agreement or Client's Business or any court order pertaining to this Agreement requires a longer or different notice period than that specified herein, the notice period herein shall automatically be deemed to be amended so as to conform with the minimum requirements of such statute, law, by-law, ordinance, regulation or court order. The unenforceability of any part, segment, or clause hereof will not affect the validity of the remaining portions hereof as the parties would have executed the remaining portions of this Agreement without such portions as may be invalid except that if any portions relating to restrictions on Client or Client's payments to TCP are finally determined to be unenforceable, TCP may elect to terminate this Agreement. Client expressly agrees to be bound to the maximum extent permitted by law, as if separately set forth herein, with respect to any remaining reformed part of this Agreement if it is held to be unenforceable as written. In the event of legislation, government regulation, or changes in circumstances beyond the control of TCP that materially affects the relationship between TCP and the Client, TCP shall have the right to reform and modify this Agreement to the limited extent reasonably needed to both adapt the Agreement to the changed circumstances and preserve the parties' original intent as expressed herein to the greatest extent possible. The parties do not intend to charge usurious rates of interest. If applicable law determines any obligation, charge or payment to be an unlawful charge or overcharge of interest, such obligation, charge or payment is automatically reduced to the maximum lawful rate, the excess to be refunded if already paid, the repayment comprising a complete remedy.

24. DISCLOSURES. Client has reviewed or had an opportunity to review TCP's website or documentation relevant to the chosen Products and had an opportunity to conduct an independent review

of all relevant matters, and decided that the same meet Client's expectations. Client accepts sole responsibility for (i) Client's Products configuration, design, and requirements, (ii) selection of the specific Products to achieve Client's intended results, (iii) any modifications or changes to the Products, and (iv) all intended interfacing between and usefulness, if any, of TCP's Products and any non-TCP software, hardware, inputs, output, personnel, or Client's requirements. TCP does not promise or represent that Client will be able to open or continue a business, or that Client's business will be successful. TCP's technical support consists of general guidelines concerning TCP's standard methods, procedures, and guidelines. TCP's technical support is not tailored to any Client's specific circumstances and is not promised or represented to provide any specific benefit or result. TCP does not promise or represent that TCP will repurchase anything from Client. **No one at TCP has authority to make representations or promises which are contrary to or which modify, or extend anything stated in this Agreement except pursuant to a writing signed by TCP's President or a designated representative**. Client acknowledges that it has had ample opportunity to seek legal counsel and analyze and negotiate the various provisions herein and to review, compare and analyze all aspects and characteristics of the Products.

25. AMENDMENT. TCP reserves the right, at its sole discretion, to amend this EULA from time to time. If there is a conflict between this EULA and the most current version of this EULA, the most current EULA which may be posted at www.timeclockplus.com/perpetualtermsandconditions.aspx, will prevail. If Client does not accept amendments made to this agreement, then this license will be immediately terminated pursuant to "Terms and Termination". Client accepts this EULA in its electronic format each time Client opens or executes TCP's Software. TCP may change the EULA from time to time, including, without limitation, material changes and changes to the parties' rights and obligations and to then currently available Product or fees. The most current EULA entered into between Client and TCP shall govern all past, then current, and future transactions and all of the parties' rights, duties, and relationship unless and until a different EULA is subsequently entered into between the parties.

26. ACCEPTANCE. Client's acceptance of this Agreement is indicated by Client's execution of this Agreement or the Master Service Order Form, or installing or using any part of the Software, or downloading or installing any part of an update, module, fix, or revision to the Software which has been made available by TCP. Client's acceptance of the then-current EULA as then currently posted on TCP's website is made and reaffirmed each time Client performs any of these actions.

27. ENTIRE AGREEMENT. This document in conjunction with the Master Service Order Form make up this complete Agreement, and it is solely the exclusive, complete, and entire Agreement between the parties superseding all prior representations or other agreements concerning its subject matter and supersedes any and all prior communications, proposals, advertising, discussions, representations, and understandings.

28. SEVERABILITY. If any term of this Agreement is found to be unenforceable or contrary to law, the remaining portions of this Agreement will remain in full force and effect.

Agreed By:

| | |
|---|---|
| Signature of<br>Authorized Representative | Dated |
| Brian Newton, City Administrator<br>Name of Representative | |

| | |
|---|---|
| Signature of Authorized Data Management Inc. Authorized Representative | Dated |
| Name of Representative | |

# STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Brian Newton, City Administrator

DATE: January 28, 2020

SUBJECT: Annual payment to Kris Kobach for professional legal services

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Recommendation: Pay Kris Kobach the annual fee for professional legal services relating to the defense of Ordinance 5165

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**Background:** In August, 2010 the City of Fremont entered into an agreement with Kris Kobach for professional legal services relating to the defense of Ordinance 5165. The term of the agreement is perpetual unless either party gives the other party notice of termination.

Pursuant to the agreement, Kris Kobach is to be paid an annual fee of $10,000.00, in addition to any incidental expenses.

**Fiscal Impact:** $10,000.00

# AMENDED REPRESENTATION AGREEMENT

This contract for professional services is entered into between the City of Fremont, Nebraska (the City), and Kobach Law, LLC (Kobach), represented by its principal, Kris W. Kobach. The parties acknowledge the following responsibilities.

Section I. Responsibilities of the City:

A) Engage the services of Kobach for the purpose of defending Ordinance 5165, a citizen petition initiated ordinance passed by the voters of the City at a special election held on June 21, 2010.

B) Provide appropriate press releases and information to the press relating to the defense of Ordinance 5165.

C) Consult with Kobach concerning the content of Ordinance 5165 information released to the press.

D) Pay Kobach an annual fee of $10,000 per calendar year, or portion thereof, during the defense of Ordinance 5165. The first payment shall be due on September 1, 2010. Subsequent payments shall be due no later than January 31st of each subsequent calendar year.

E) Reimburse Kobach for incidental expenses (including court costs, ground transportation costs, hotel room costs, cost of work delegated to Kobach's research assistant(s) at a rate of $20 per hour, etc). The City shall reimburse Kobach for the coach air travel and hotel costs of up to two other attorneys assisting Kobach during hearings, with prior approval from the City Administrator.

F) Make every reasonable effort to raise private funds to support the legal defense of Ordinance 5165. Such funds shall be used in the following order:

1) Payments of any attorney fees or expenses for expenses such as discovery, document preparation, depositions, expert witnesses, and other costs incurred directly by the City in relation to the litigation.

2) Payments for Kobach's fees and incidental expenses incurred by Kobach as described below, to compensate him for his defense of the City.

3) Payments for any outside attorneys or other professionals engaged by Kobach at Kobach's request, at their customary rates.

4) Any additional amounts raised shall be given to Kobach to compensate him for his defense of the City.

5) Payments relating to other court cases that may arise directly or indirectly as a result of the current litigation, with the same priority of payees described above.

Section II. Responsibilities of Kobach:

A) Represent the City in the matters of Keller v. Fremont and Martinez v. Fremont, or, in the event these cases are dismissed and the same plaintiffs refile their complaint under another name, the ensuing case involving Ordinance 5165.

B) Serve as lead counsel representing the City in the aforementioned litigation.

C) Prepare written memoranda for the court(s) adjudicating this matter, appear on behalf of the City, and advise the City regarding the implementation of Ordinance 5165.

D) Otherwise defend the legality and constitutionality of Ordinance 5165.

E) Engage or otherwise permit any co-counsel he designates to assist him in litigating this matter. Compensation for co-counsel shall be arranged for by Kobach. Such co-counsel may appear on the briefs and filings at Kobach's discretion.

Section III. Responsibilities of Both Parties:

A) Work with any communications expert retained by the City to prepare any public statements relating to the defense of the City in any lawsuits. Both parties acknowledge that the City's ongoing reputation is important in the City's ongoing efforts to provide for a growing and thriving City.

B) Work with any communications expert retained by the City to prepare any public statements relating to assistance (if any) provided by any other organizations in providing for the defense of the City in any lawsuits.

C) Protect the attorney-client privilege, any work product, discussions, etc, involving the City directly or indirectly, in any communications between the City and Kobach or co-counsel.

D) Discuss the possibility of seeking reimbursement from the League Association of Risk Management (LARM) for Kobach's work in defense of the City in any lawsuits. This includes the work of any co-counsel selected by Kobach. Both parties will review the City's insurance coverage provided by LARM. In the event that both parties determine that the City's coverage includes the costs of the related litigation, the City and Kobach shall cooperate in seeking compensation relating to the litigation from LARM, including contractual expenses incurred by Kobach or co-counsel. In the event that

LARM provides any reimbursement to the City, the City shall use the reimbursement as follows:

1) Payments of any attorney fees or expenses for expenses such as discovery, document preparation, depositions, expert witnesses, and other costs incurred directly by the City in relation to the litigation.

2) Payments for Kobach's fees and incidental expenses incurred by Kobach as described below, to compensate him for his defense of the City at a rate of $250 per hour, less any amounts paid to Kobach above.

3) Payments for any outside attorneys or other professionals engaged by Kobach at Kobach's request at their customary rates, less any amounts paid to Kobach above.

4) Payments relating to other court cases that may arise directly or indirectly as a result of the current litigation, with the same priority of payees described above.

E) Facilitate communications with officers of the federal government concerning the immigration status, lawful or unlawful, of aliens who received occupancy licenses. Such communication may involve use of the Systematic Alien Verification for Entitlements (SAVE) program, if the federal government determines that the SAVE program is the preferred mechanism for such communication.

Section IV. Other Matters:

A) It is specifically acknowledged that Kobach or co-counsel may receive additional compensation for work performed pursuant to this agreement. It is agreed that any such compensation will not create an attorney client relationship, and that the City is Kobach's sole client in such matters.

B) Other than the annual fee discussed above, and approved expenses, Kobach will receive no other pay or remuneration from the City.

C) This agreement may be terminated at any time by either party for any reason or for no reason. The attorney client privilege will not be terminated except by the written waiver of such privileges by both parties.

This amended agreement for professional legal services is entered into between the City and Kobach on this 7th day of January, 2016.

For the Contractor:

Kris W. Kobach, Esq.
Kobach Law, LLC

1-7-16
Date

For the City of Fremont, Nebraska

Scott Getzschman, Mayor

1-12-2016
Date

Reviewed as to form:

Paul A. Payne
City Attorney

1/11/16
Date

Attest:

Tyler Ficken
City Clerk

1-13-2016
Date

# STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

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

DATE: January 28, 2020

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

**Recommendation:** Approve Resolution 2020-023

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

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

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

The Agreement is for a three phase design process.

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

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

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

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

# AIA® Document B101™ – 2017

## *Standard Form of Agreement Between Owner and Architect*

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

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

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

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

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

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

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

***Fremont Municipal Airport***
***New Airport Terminal***
***Fremont, Nebraska***

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

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

The Owner and Architect agree as follows.

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## ARTICLE 1 INITIAL INFORMATION

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

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

***None at the time of this contract.***

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

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

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

***To be determined during the Phase 1 design.***

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

.1 Design phase milestone dates, if any:




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***To be determined at a later date.***

.2 Construction commencement date:

***Spring 2020.***

.3 Substantial Completion date or dates:

***Spring 2021.***

.4 Other milestone dates:

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

***Design / Bid / Build***

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

***Project will not include LEED Design.***

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

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

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

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

***Veronica Trujillo***

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

.1 Geotechnical Engineer:

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


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.2 Civil Engineer:

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

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

***None at the time of this contract.***

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

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

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

**§ 1.1.11.1** Consultants retained under Basic Services:

.1 Structural Engineer:

***Work to be completed by Davis Design under this contract.***

.2 Mechanical Engineer:

***Work to be completed by Davis Design under this contract.***

.3 Electrical Engineer:

***Work to be completed by Davis Design under this contract.***


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**§ 1.1.11.2** Consultants retained under Supplemental Services:

***None at the time of this contract.***

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

***None at the time of this contract.***

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

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

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

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

Init.

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

***§ 2.5.4 Workers' Compensation at statutory limits.***

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

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

***.1 General Liability - Umbrella***

***$5,000,000***

***.2 Automobile Liability***

***$1,000,000/each occurrence***

***.3 Workers' Compensation***

***$1,000,000/each occurrence***

***.4 Professional Liability***

***$5,000,000***

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

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

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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


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

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

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

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

**§ 3.2 Schematic Design Phase Services**

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

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

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

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

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

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

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

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

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


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**§ 3.3 Design Development Phase Services**

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

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

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

**§ 3.4 Construction Documents Phase Services**

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

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

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

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

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

**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

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

**§ 3.5.2 Competitive Bidding**

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

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

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


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

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

**§ 3.5.3 Negotiated Proposals**

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

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

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

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

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

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

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

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

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

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

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

**§ 3.6.2 Evaluations of the Work**

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

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


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

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

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

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

**§ 3.6.3 Certificates for Payment to Contractor**

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

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

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

**§ 3.6.4 Submittals**

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

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


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

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

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

**§ 3.6.5 Changes in the Work**

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

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

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

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

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

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

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

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


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## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

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

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

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


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

**§ 4.1.2 Description of Supplemental Services**

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

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

***None at the time of this contract.***

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

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

***None at the time of this contract.***

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

**§ 4.2 Architect's Additional Services**

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

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

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


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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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


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

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

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

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

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

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

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

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

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

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

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

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

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


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

## ARTICLE 6 COST OF THE WORK

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

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

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

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

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

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

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

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


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## ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

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

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


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**§ 8.2 Mediation**

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

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

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

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

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

[ X ] Litigation in a court of competent jurisdiction

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

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

~~**§ 8.3 Arbitration**~~

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

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

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


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

~~§ 8.3.4 Consolidation or Joinder~~

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

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

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

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

## ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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


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.1 Termination Fee:

***0.00***

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

***0.00***

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

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

## ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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


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

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

## ARTICLE 11 COMPENSATION

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

~~.1 Stipulated Sum~~

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

*(Describe the method of compensation)*

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

~~.2 Percentage Basis~~

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

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

~~.3 Other~~

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

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

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

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

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

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


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

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

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

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

***noted in the attached Design Fees (Exhibit B).***

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

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

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

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

| Employee or Category | Rate ($0.00) |
|---|---|

**§ 11.8 Compensation for Reimbursable Expenses**

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

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


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**User Notes:**
(1883994433)

.10 Site office expenses;

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

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

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

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

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

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

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

~~%~~

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

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

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

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

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

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


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(1883994433)

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

_____

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

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

_____

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

***Exhibit A – Certificate of Insurance***
***Exhibit B - Design Fees***

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

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

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

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**User Notes:**
(1883994433)

# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

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

Michael Wachal

*(Signed)*

Principal / CFO

*(Title)*

1-20-2020

*(Dated)*

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**User Notes:**



(1883994433)

Client#: 31259 DAVIS5

ACORD™

# CERTIFICATE OF LIABILITY INSURANCE

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

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

EXHIBIT A

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

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

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

Project: New Airport Terminal

CERTIFICATE HOLDER

Fremont Municipal Airport
400 East Military Ave
Fremont, NE 68025

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James D. Mibbed

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

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

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

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

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

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

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

## Item Description

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Davis Design, Inc.**
**Hourly Rate Schedule**

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

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

Submitted By,

**Davis Design, Inc.**

Michael A. Wachal, PE
Principal, CFO

**RESOLUTION NO. 2020-023**

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

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

**WHEREAS,** Phase 1 Services of the Architectural Services Agreement is a not to exceed amount of $25,000.00

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

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

PASSED AND APPROVED THIS 28th DAY OF January, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken
City Clerk

**STAFF REPORT**

TO: Honorable Mayor and City Council

FROM: Brian Newton, City Administrator

DATE: January 28, 2020

SUBJECT: Ordinance No. 5525 – sale of City property

---

Recommendations: 1) Move to hold first reading.

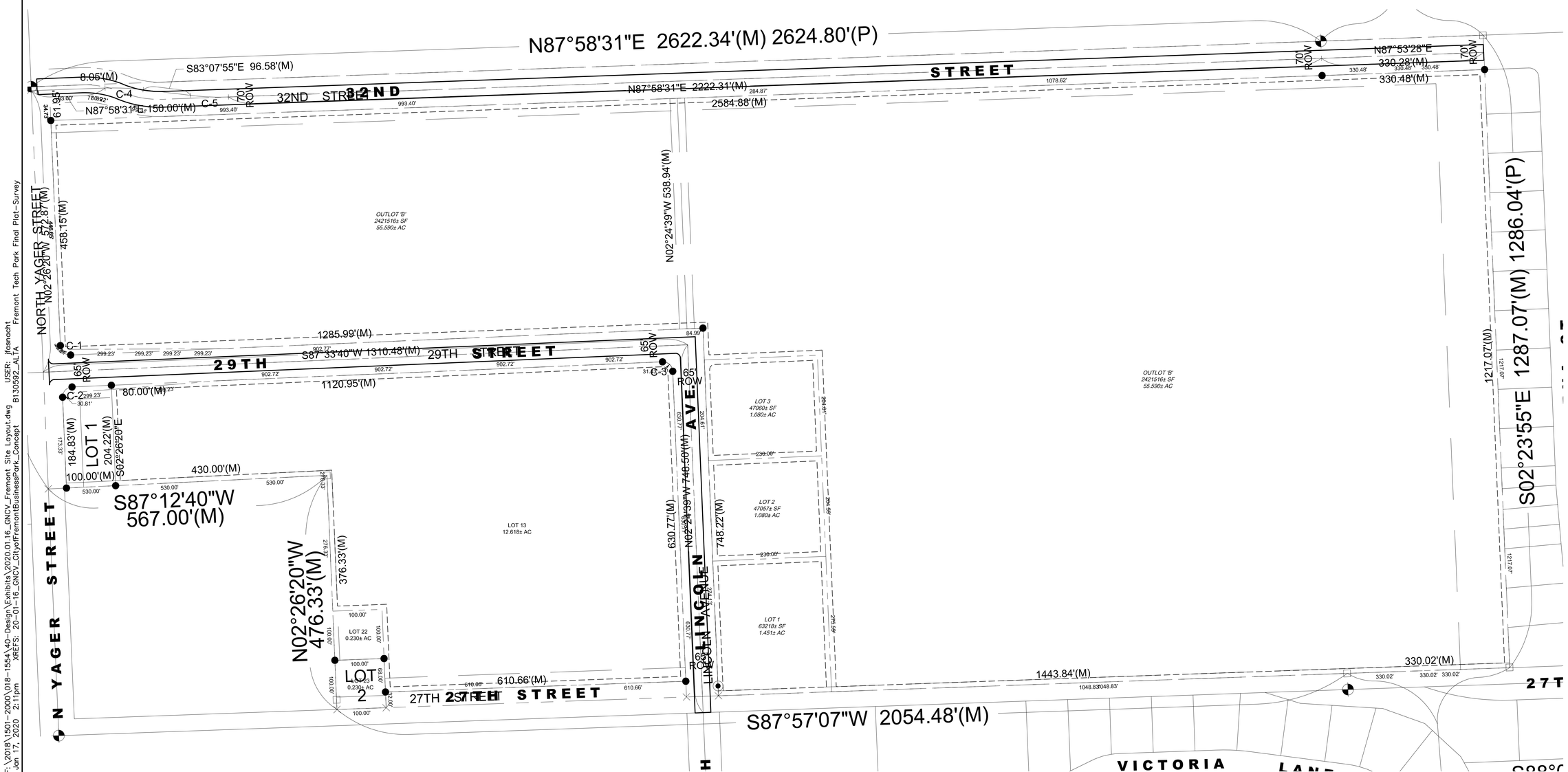
---

**BACKGROUND:** The City owns approximately 80 acres known as the Tech/Business Park. Travis J. Bird and Molly J. Bird are proposing to purchase what is shown as Lot 1 (1.45 acres) in the park for $47,048 to relocate their business.

**FISCAL IMPACT:** $47,048

# FREMONT BUSINESS CENTER

SITE PLAN





OLSSON ASSOCIATES
601 P Street, Suite 200
P.O. Box 85608
Lincoln, NE 68508
TEL 402.474.6311
FAX 402.474.5160
www.olssonassociates.com


| REV. NO. | DATE | REVISIONS DESCRIPTION |
|---|---|---|
| | | |

REVISIONS

SITE PLAN

FREMONT BUSINESS CENTER

FREMONT, NEBRASKA

2020

drawn by: JEF
checked by: NKB
approved by: NKB
QA/QC by:
project no.: 018-1554
drawing no.:
date: 01.17.2020

SHEET 1 of 1

DWG: F:\2018\1501-2000\018-1554\40-Design\Exhibits\2020.01.16_GNCV_Fremont Site Layout.dwg USER: jfasnacht
DATE: Jan 17, 2020 2:11pm XREFS: 20-01-16_GNCV_CityofFremontBusinessPark_Concept B130592_ALTA Fremont Tech Park Final Plat-Survey

# REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made this ____ day of _____ 2019, by and between the City of Fremont, Nebraska, a Nebraska municipal corporation, hereinafter called "Seller", and Travis J. Bird and Molly J. Bird (husband and wife), a Nebraska sole proprietor, hereinafter called "Purchaser".

1. Real Property. Seller hereby agrees to sell and Purchaser hereby agrees to purchase the following-described real estate:

A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT B, FREMONT TECHNOLOGY PARK, LOCATED IN THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., CITY OF FREMONT, DODGE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF OUTLOT "B", FREMONT TECHNOLOGY PARK, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH LINCOLN AVENUE, AND 32.90' NORTH OF THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M.; THENCE NORTHERLY ON THE WEST LINE OF SAID OUTLOT "B", SAID LINE BEING THE EAST LINE OF SAID RIGHT-OF-WAY, ON AN ASSUMED BEARING OF N02°24'39"W, A DISTANCE OF 274.13' TO A POINT; THENCE N87°35'21"E, A DISTANCE OF 230.00' TO A POINT; THENCE S02°24'39"E, ON A LINE LOCATED 230.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID OUTLOT "B", A DISTANCE OF 275.59' TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID OUTLOT "B", SAID POINT BEING 32.90' NORTH OF THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M.; THENCE S87°57'07"W, ON THE SOUTH LINE OF SAID OUTLOT "B", SAID LINE BEING 32.90' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., A DISTANCE OF 230.00' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 63,217.93 SQUARE FEET OR 1.45 ACRES, MORE OR LESS.

2. Deed and Title. The legal description of the Property shall be confirmed with the title insurance commitment and, at Purchaser's option, a survey. Seller agrees to convey title to Purchaser, or Purchaser's nominees, by Special Warranty Deed, free and clear of all liens, encumbrances, or special assessments levied or assessed or estimated to be assessed for projects constructed or under construction, except easements and restrictions of record or any zoning laws, regulations or ordinances affecting the Property as will not materially interfere with such use of the Property as Purchaser might reasonably expect to make in view of the general character of the area and neighborhood in which the Property is located.

3. Purchase Price, Manner of Payment, and

A. **Purchase Price.** Purchaser agrees to pay to Seller for the Property the sum of Thirty-two Thousand Five Hundred and No/100 Dollars per acre or a total purchase price of Forty Seven Thousand Forty Eight Dollars ($47,048.00) (the "Purchase Price") as follows:

B. **Earnest Money**. At the signing of the Agreement, Purchaser shall pay earnest

money of Two Thousand and No/100 Dollars ($2,000.00), to be deposited with Dodge County Title Company; and

C. **Remaining Balance**. The Purchaser shall pay the balance in cash or certified check at time of closing and delivery of Deed.

**D. Partial Refund of Purchase Price.** The Seller received a Community Development Block Grant (CDBG) in the amount of $975,392 to stimulate the location of thirty-one (31) new jobs in the Property. If the Seller meets this job growth target before April 22, 2022, Seller shall refund Purchaser a sum of Seventeen Thousand Six Hundred Seventy Eight and No/100 Dollars ($17,678.00). If Seller is not successful in meeting the job growth target before April 22, 2022, the Purchaser shall not receive a refund of the Purchase Price.

4. Conditions. This Agreement is expressly conditioned on:

A. **Purchaser's Conditions Precedent**. (i) The Purchaser obtaining conventional financing at a reasonable rate of interest in Purchaser's discretion in order to purchase the land and to make the improvements which Purchaser contemplates on the land. Purchaser will exercise its best effort to obtain said loan.

If the above conditions have not been approved and completed within one hundred twenty (120) days from the date of the last party to sign this Agreement, this Agreement is to be null and void, and the earnest money of Two Thousand and No/100 Dollars ($2,000.00) paid herewith shall be forfeited by the Purchaser.

B. **Seller's Conditions Precedent**. Seller's obligation to sell the Property to Purchaser is conditioned on: (i) the passage and approval of an ordinance by the City Council of the City of Fremont and publication of notice of sale and right of remonstrance as provided by Neb. Rev. Stat. §16-202. Closing shall not occur until the lapse of thirty (30) days following the last day of publication with no remonstrance.

5. Possession and Closing. Closing of this sale shall take place and possession of the Property shall be delivered to the Purchaser upon the latter to be achieved: (a) within thirty (30) days of Purchaser's loan being approved by its lending institution; and (b) the failure of remonstrance as provided by law.

6. Taxes. The Property has been exempt from real estate taxes for tax year 2019 and prior years. Upon the sale and transfer of the Property to Purchaser, the Property shall lose the exemption and Purchaser shall be responsible for the applicable real estate taxes.

7. Inspections. Seller will permit inspections of the Property by Purchaser personally, by third- party inspectors selected by Purchaser or for any inspections subsequently agreed to in writing between Seller and Purchaser, or as required by Purchaser's lender, upon reasonable advance notice to Seller. Purchaser and Seller may be present during inspections.

8. Title Insurance. Seller shall furnish title insurance showing merchantable title of record in Seller to the Property. In the event of defects in title, Seller shall be notified and Seller shall proceed immediately to have said defects cured within a reasonable time after notice. Closing

may be extended for a short reasonable time necessary to cure said title defects. The cost of said title insurance shall be the responsibility of the Purchaser. If there are defects in the title which cannot be cured as specified above, the earnest money is to be refunded to Purchaser.

9. Revenue Stamps. The transfer and conveyance to Purchaser shall qualify for the exemption available under Neb. Rev. Stat. § 76-902(2).

10. Insurance. Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Purchaser. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Purchaser shall have the right to rescind this agreement, and Seller shall then refund the Deposit to Purchaser. Purchaser agrees to provide its own hazard insurance as of the date of closing.

11. Condition of Property. Property is being sold "as is', with no representation or warranties, expressed or implied, by the Seller with respect to health, safety or environmental conditions. Purchaser represents that it has had the opportunity to examine said Property and that its decision to purchase the property is based upon its own examination and not upon any representation of the Seller or any of the Seller's agents.

12. Specific Performance. This Agreement conveys no title or right to take possession and both parties may seek specific performance of this Agreement If the other defaults.

13. Facsimile or Electronic Signatures. "Facsimile or electronic signatures", as the term Is commonly used with reference to facsimile machines and/or email used in transmitting documents, signatures, photocopies, etc., will be and hereby are declared by each party to this contract to be the same as an original signature to this contract.

14. Flood Insurance. If flood Insurance is required in connection with financing of this purchase, Purchaser agrees to obtain such flood Insurance at or prior to closing.

15. Broker. Seller and Purchaser agree and acknowledge that Seller has no broker or agent to act on its behalf with regard to this transaction. Seller and Purchaser further agree and acknowledge that Purchaser has no broker or agent to act on their behalf.

**"SELLER"**

THE CITY OF FREMONT, NEBRASKA, a Nebraska municipal corporation

Attest:

By: _____ _____

Tyler Ficken, City Clerk Scott Getzschman, Mayor

DRAFT

**"PURCHASER"**

Molly J. Bird, a Nebraska Sole Proprietor

State of NEBRASKA )
) ss
County of DODGE )

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Molly J. Bird, Fremont, Nebraska.

_____
Notary Public

**"PURCHASER"**

Travis J. Bird, a Nebraska Sole Proprietor

By: _____
Name: _____

State of NEBRASKA )
)ss
County of DODGE )

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Travis J. Bird, Fremont, Nebraska.

_____
Notary Public

DRAFT

**CITY OF FREMONT, NEBRASKA**
**Ordinance No. 5525**
**(Sale of Interest in City Owned Real Estate)**

**AN ORDINANCE PERTAINING TO THE SALE AND CONVEYANCE OF REAL ESTATE OWNED BY THE CITY OF FREMONT, NEBRASKA TO TRAVIS J. BIRD AND MOLLY J. BIRD, A NEBRASKA SOLE PROPRIETOR, PURSUANT TO NEBRASKA LAW.**

BE IT ORDAINED by the City Council of the City of Fremont, Nebraska:

**Section 1**. The City of Fremont, Nebraska owns certain real estate and appurtenances located in Fremont, Nebraska legally described as:

A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT B, FREMONT TECHNOLOGY PARK, LOCATED IN THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., CITY OF FREMONT, DODGE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF OUTLOT “B”, FREMONT TECHNOLOGY PARK, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF NORTH LINCOLN AVENUE, AND 32.90’ NORTH OF THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M.; THENCE NORTHERLY ON THE WEST LINE OF SAID OUTLOT “B”, SAID LINE BEING THE EAST LINE OF SAID RIGHT-OF-WAY, ON AN ASSUMED BEARING OF N02°24'39"W, A DISTANCE OF 274.13' TO A POINT; THENCE N87°35'21"E, A DISTANCE OF 230.00' TO A POINT; THENCE S02°24'39"E, ON A LINE LOCATED 230.00’ EAST OF AND PARALLEL WITH THE WEST LINE OF SAID OUTLOT “B”, A DISTANCE OF 275.59' TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID OUTLOT “B”, SAID POINT BEING 32.90’ NORTH OF THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M.; THENCE S87°57'07"W, ON THE SOUTH LINE OF SAID OUTLOT “B”, SAID LINE BEING 32.90’ NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., A DISTANCE OF 230.00' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 63,217.93 SQUARE FEET OR 1.45 ACRES, MORE OR LESS.

**Section 2**. The City Council of the City of Fremont, Nebraska hereby finds and determines that it is necessary and desirable to sell the Property, consisting of approximately 1.456 acres of land owned by the City of Fremont, Nebraska to Travis (T.J.) Bird and Molly Bird (husband and wife), a Nebraska Sole Proprietor, pursuant to the terms of the Purchase Agreement and in compliance with Neb. Rev. Stat. § 16-202.

**Section 3**. The purchase terms upon which the City of Fremont, Nebraska shall sell the subject real estate to Dodge County, shall require a purchase price of Forty Seven Thousand Forty Eight Dollars ($47,048.00) to be paid to the City according to the terms in the Purchase Agreement. The sale of such subject real estate to Travis and Molly Bird is subject to the following conditions:

a. The City of Fremont, Nebraska compliance with the requirements of Neb. Rev. Stat. § 16-202, which requires the publication of the intent of the City to sell the subject real estate and no remonstrance filed by thirty percent (30%) of the voting public in objection thereto.

b. The terms of such sale are contained in the proposed Purchase Agreement attached as Exhibit "A" and incorporated by this reference.

**Section 4**. This Ordinance shall be in full force and effect from and after its final passage and publication as required by law. In accordance with Neb. Rev. Stat. § 16-202, the Notice of the proposed sale shall be published for three (3) consecutive weeks in a legal newspaper published in and of general circulation in the City of Fremont, Nebraska.

Passed and approved this ____th day of February, 2020.

CITY OF FREMONT, NEBRASKA

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

**EXHIBIT "A"**
**Purchase Agreement**
(See Attached)

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tim Buckley, City Attorney

DATE: December 10, 2019

SUBJECT: City Ordinance Chapter 3, Article 7, Section 3-701

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Recommendation: Move to introduce Ordinance 5518, and hold first reading

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**BACKGROUND:** At the October 29, 2019 City Council meeting, it was discovered that City Chapter 3, Article 7, Section 3-701 contains a sentence that should have been removed when the ordinance was amended in 2010, making the Library Board an advisory board.

**FISCAL IMPACT:** None.

LEGAL MEMORANDUM
ATTORNEY/CLIENT PRIVILEGED

TO: Mayor Getzschman, Council President Jacobus, City Administrator Newton
FROM: Timothy J. Buckley
DATE: November 6, 2019
RE: City Council Action Taken re: Library Staffing for IT Position

At its October 29, 2019, regular meeting, the Fremont City Council approved a motion by Council President Jacobus "to approve the Library Board follow the direction that they best feel fits the library base on their analysis and their input with the library and the library staff, and to work with HR to bring a full-time position in for IT."

Prior to the vote on said motion, Mayor Getzschman asked my opinion as to the validity of such a motion. I opined that the City Council, as a legislative body, lacked the authority to direct the Library Board, which is an advisory body, to hire a full time IT person.

There was much discussion before the vote as to what the Library's Board's authority was concerning hiring staff for the library. Fremont Municipal Code Section 3-701 was cited as authority for the Board to hire employees. Code Section 3-705 also was cited as giving the Board only advisory authority to the Mayor and City Council. In addition, Code Section 2-112 was cited as authorizing boards and commissions established by the City Council to make recommendations on designated issues.

During the discussion, Councilman Yerger asked me which section of the Code was controlling as to whether the Library Board could hire library staff or merely act in an advisory capacity to the Mayor and City Council. I answered that, since the Code sections were in conflict, I could not answer the question without further research into the intent of the particular Code sections.

At the request of administration and Councilman Yerger, I have done further research, and, with much appreciated assistance from the City Clerk, I am able to provide this legal opinion on the matter.

## RELEVANT CODE SECTIONS AND STATUTES

Fremont City Code Section 2-701 states: "The Board shall have the power and authority to appoint the librarian and the hire such other employees as they may deem necessary… ."

Code Section 2-705(e) states: "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… ."

Code Section 2-112 states: "The City Council may establish citizen advisory boards and commissions of either a permanent or temporary nature to study and/or make recommendations

on designated issues. ...Certain powers may be delegated to boards and commissions as provided for by statute."

Other Fremont Municipal Code sections to consider in the analysis include Section 2-203, which states: "The City Council specifically reserves the right to make inquiries of any personnel relative to municipal activities. The City Council may, by motion or resolution, adopt appropriate personnel rules, and amend such rules in the same manner from time to time."

Additionally, Section 2-506 states: "The City Administrator shall be the administrative head of the City government under the direction and control of the Mayor and Council, and shall administer all departments and divisions of the City government which are under the Mayor and Council's direction.

The establishment of the Fremont Public Library is a statutory grant of authority to the City. "The mayor and city council of any city of the first class may (1) establish and maintain public libraries, ...The mayor and city council shall approve any personnel administrative or compensation policy or procedure applying to a director or employee of a public library, ...before such policy or procedure is implemented." Neb. Rev. Stat. § 16-251 (2018 Cum. Supp.).

Similarly, establishment of a library board is a statutory grant: "When any city council or village board decides by ordinance to establish and maintain a public library and reading room under sections 51-201 to 51-219, the city council or village board shall establish a library board. ..." Neb. Rev. Stat. § 51-202(1) (Reissue 2012). The governing body of the city in which the library is located "shall approve any personnel administrative or compensation policy or procedure before implementation of such policy or procedure by the library board." Neb. Rev. Stat. § 51-211(1).

## ANALYSIS

The City Code sections establishing and outlining the duties of the Library Board pursuant to state statute are in conflict with respect to the Board's function as an advisory board (Section 3-705), as opposed to hiring staff (Section 3-701), which is generally a function reserved in the City administration (Section 2-506).

Statutory language is to be considered in its plain, ordinary, and popular sense. *In re Application A-16642*, 236 Neb. 671, 463 N.W. 2d 591 (1990). A statute is ambiguous when the language used cannot be adequately understood either from the plain meaning of the statute or when considered *in pari materia* with any related statutes. *Premium Farms v. County of Holt*, 263 Neb. 415, 640 N.W.2d 633 (2002). When a statute is ambiguous and must be construed, the principal objective is to determine and give effect to the legislative intent of the enactment. *Id.* In construing an ambiguous statute, examination of the legislative history of the act in question to assist in ascertaining the intent of the legislature. *Id.*

## LEGISLATIVE HISTORY

In 1999, the Fremont City Council adopted Ordinance No. 3875, codifying Section 2-201, which outlined the composition and function of the Library Board. Section 2-201(5) gave

the Library Board the authority "to appoint a Librarian and all other employees. The Board shall have supervisory authority over all employees of the Library including the Librarian." (See Attachment 1).

The City made comprehensive changes to the City Code in 2010, as evidence by the Staff Report presented to the Mayor and City Council at its April 7, 2010, City Council meeting. (See Attachment 2). The Staff Report from then City Administrator Robert Hartwig stated that the "Library Board is modified to an advisory board of the City under Chapter 16 of the Nebraska Revised Statutes (NRS)." As a result, the City Council adopted Ordinance No. 5160 on April 13, 2010. Said Ordinance amended Ordinance 3139, including Section 2-201(5), which was amended to read, "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… ." (Attachment 2). The language allowing the Library Board to appoint a librarian and other employees was removed. Additionally, Section 16 of Ordinance 5160 stated "all other ordinances in conflict herewith are hereby repealed."

A further overhaul of the Fremont Municipal Code occurred in 2013 with the adoption of Ordinance Nos. 5271, 5272 and 5273 (See Attachment 3). Each of these ordinances amended Ordinance 3139 and reorganized the Code to its present-day structure with respect to Chapter 3, Departments (5271); Chapter 1, Administration (5272); and, Chapter 2, Boards and Commissions (5273). Most notable to this analysis is Section IV of Ordinance No. 5271, which adds Section 3-705(5), and includes the same language in the current version of the Code quoted above relative to the Library Board being advisory in nature. The title of Ordinance No. 5271 also states an intent "to repeal ordinances in conflict herewith[.]"

## CONCLUSION

A reading of these prior ordinances and legislative history as a whole, it is my opinion that the intent of Fremont Municipal Code Section 3-705 was to establish the Library Board as an advisory body to the Mayor and City Council, and Section 3-705 controls over Section 3-701. Furthermore, Code Section 3-701 was effectively repealed by Ordinance No. 5271. Repeal by implication is strongly disfavored, unless made necessary by the evident intent of the legislature. *Premium Farms, supra.* It is clear here that the intent of the City Council in adopting Section 3-705 was to confer advisory authority in the Library Board consistent with state statute.

The City Council's approval of Council President Jacobus' motion recited above was arbitrary and capricious, and made in disregard of City Code. The decision effectively delegated administrative hiring authority to the Library Board contrary to its advisory authority granted by state statute and City Code. A decision is arbitrary when it is made in disregard of the facts or circumstances and without some basis which would lead a reasonable person to the same conclusion. *In re Application A-16642, supra.* A capricious decision is one guided by fancy rather than by judgment or settled purpose; such a decision is apt to change suddenly; it is freakish, whimsical, humorsome. *Id.*; See also, *United States v. Carmack*, 329 U.S. 230 (1946).

City Code as of approximately 2006

Library Sections in both Chapters 2 & 3

ATTACHMENT 1



Article 2. Commissions and Boards

**§ 2-201 LIBRARY BOARD.** (1) 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 Governing Body shall appoint the members of the Library Board by a majority vote. Neither the Mayor nor any member of the Governing Body 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 Governing Body shall fill the vacancy for the unexpired term.

(2) No member shall receive any pay or compensation for any services rendered as a member of the Library Board. The Governing Body may require the members of the Library Board to give a bond in a sum set by resolution of the Governing Body and conditioned upon the faithful performance of their duties.

(3) 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 the full and correct minutes and records of all meetings, and to file the same with the Municipal Clerk where they shall be available for public inspection at any reasonable time.

(4) A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall meet at such times as the Governing Body may designate. Special meetings may be held upon the call of the Chairperson, or a majority of the members of the Board.

(5) The Library Board shall have the authority to appoint a Librarian and all other employees. The Board shall have supervisory authority over all employees of the Library including the Librarian.

(6) The Library Board shall have general charge of the Municipal Library and shall establish appropriate rules and regulations for the management, operation, and use of the Library. All actions of the Board shall be subject to the review and supervision of the Governing Body. The Board shall be responsible for making such reports and performing such additional duties as the Governing Body may designate from time to time. *(Ref. 51-202 RS Neb) (Amended by Ord. No. 3875, 2/23/99)*

**§2-201.1 LIBRARY BOARD; ANNUAL REPORT.** The Library Board shall, on or before the second Monday in February in each year, make a report to the City Council of the condition of its trust on the last day of the prior fiscal year. The report shall show all money received and credited or expended; the number of materials held, including books, video and audio materials, software programs, and materials in other formats; the number of periodical subscriptions on record, including newspapers; the number of materials added and the number withdrawn from the collection during the year; the number of materials circulated during the year; and other statistics, information, and suggestions as the Library Board may deem of general interest or as the City Council may require. The report shall be verified by affidavit of the President and Secretary of the Library Board. *(Ref. 51-213 RS Neb.) (Ord. No. 5026, 8/9/05)*

**§ 2-202 PLANNING COMMISSION.** (1) The Planning Commission shall consist of nine (9) regular members who shall represent, insofar as is possible, the different professions or occupations in the Municipality and shall be appointed by the Mayor, by and with the approval of a majority vote of the members elected to the City Council. Two (2) of the regular members may be residents of the area over which the Municipality is authorized to exercise extraterritorial zoning and subdivision regulation. When there is a sufficient number of residents in the area over which the Municipality exercises extraterritorial zoning and subdivision regulation, one (1) regular member of the Commission shall be a resident from such area. If it is

Article 7. Library

**§3-701 MUNICIPAL LIBRARY; OPERATION AND FUNDING.** The City owns and manages the City Library, Reading Room, Art Gallery, and Museum through the Library Board. The City Council, for the purpose of defraying the cost of the management, purchases, improvements, and maintenance of the Library may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the City that is subject to taxation. The revenue from the said tax shall be known as the Library Fund and shall include all gifts, grants, deeds of conveyance, bequests, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the City Library. The Library Fund shall at all times be in the custody of the Director of Finance. The Board shall have the power and authority to appoint the librarian and to hire such other employees as they may deem necessary and may pass such other rules and regulations for the operation of the Library, Reading Room, Art Gallery, and Museum as may be proper for their efficient operation. *(Ref. 16-251, 51-201, 51-202, 51-211 RS Neb.)*

**§3-702 MUNICIPAL LIBRARY; DAMAGED AND LOST BOOKS.** Any person who injures or fails to return any book taken from the Library shall forfeit and pay to the Library not less than the value of the book in addition to any replacement costs and penalty which the Library Board may assess. *(Ref. 51-211 RS Neb.)*

**§3-703 MUNICIPAL LIBRARY; BOOK REMOVAL.** It shall be unlawful for any person not authorized by the regulations made by the Library Board to take a book from the Library, without the consent of the Librarian, or an authorized employee of the Library. Any person removing a book from the Library without properly checking it out shall be deemed to be guilty of a misdemeanor. *(Ref. 51-211 RS Neb.)*

**§3-704 MUNICIPAL LIBRARY; COST OF USE.** The Municipal Library shall be free for the use of the inhabitants of the City. The Librarian may exclude from the use of the Library

and reading rooms any person who shall willfully violate or refuse to comply with the rules and regulations established for the government thereof. *(Ref. 51-201, 51-212 RS Neb.)*

ATTACHMENT 1 April 13, 2010

# STAFF REPORT

**TO:** Mayor and City Council

**FROM:** Robert Hartwig – City Administrator

**DATE:** April 7, 2010

**SUBJECT:** Ordinance Amending Chapter 2 of the Fremont Municipal Code

**Recommendation:** 1). Move to amend as presented. 2). Hold third reading on the Ordinance and pass.

**Background**: The City Attorney is in the process of reviewing the entire Municipal Code. It has been a few years since the last complete review and in many cases the Nebraska Revised Statutes have been changed.

The changes to Chapter 2 accomplish several things. The Library Board is modified to an advisory board of the City under Chapter 16 of the Nebraska Revised Statutes (NRS). The Planning Commission would have at least one and up to two members appointed from outside of the City limits, but within our zoning jurisdiction in accordance with the NRS. One member of the Board of Adjustment would have to be from outside the City limits, but within our zoning jurisdiction in accordance with the NRS. The organization of the Board of Health is updated to agree with the NRS. The Board of Public Works is made more consistent with the other City Boards and Commissions. The Board of Public Works may enter into expenditures up to $30,000 in accordance with the NRS. The Gas Superintendent is no longer permitted to sign checks on behalf of the City. The Civil Service Commission section is simplified (we will follow the NRS in this area). The Board of Parks and Recreation section is brought up to date with newer sections of the NRS. The Board of Forestry Examiners section is also modernized. The Board of Plumbing Examiners no longer has any bonding requirements, and no longer has to have a Chief Health Officer on the Board. The penalty provision has been removed (Chapter 2 is not a penal ordinance).

**10A3**

April 13, 2010

**ORDINANCE NO. 5160**

(AMENDED 4-13-2010)

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING SECTION 2-101 THRU 2-301 OF THE FREMONT MUNICIPAL CODE, ORDINANCE NO. 3139, RELATING TO COMMISSIONS AND BOARDS; REPEALING OTHER ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

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

SECTION 1. That Section 2-101 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-101 **STANDING COMMITTEES; GENERAL PROVISIONS**. At the organizational meeting of the City Council, the Mayor shall appoint members of such standing committees as the City Council may by ordinance or resolution create. The membership of such standing committees may be changed at any time by the Mayor. The Mayor shall be a member ex officio of each standing committee. The members of the standing committees shall serve a term of office of two (2) years, unless reappointed. The function of the committees is to assist the Council in the adoption of proposed policies and to assist the City Administrator in formulating recommendations of policy to the Mayor and Council.

The following standing committees shall be appointed or reappointed each year until changed by the City Council:

Resources
Development and Improvements

SECTION 2. That Section 2-201 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

-705

§2-201 **Library Board**. (1) 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.

(2) No member shall receive any pay or compensation for any services rendered as a member of the Library Board.

(3) 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.

(4) 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.

(5) 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.

(6) The Library Board shall be responsible for the intellectual content and development of the library.

(7) 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.

(8) All actions of the Board shall be subject to the review and control of the City Council.

SECTION 3. That Section 2-201.1 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

**§2-201.1** **Library Board; ANNUAL REPORT.** The Library Board shall, on or before the second Monday in February in each year, make a report to the City Council of the condition of its trust on the last day of the prior fiscal year. The report shall show all money received and credited or expended; the number of materials held, including books, video and audio materials, software programs, and materials in other formats; the number of periodical subscriptions on record, including newspapers; the number of materials added and the number withdrawn from the collection during the year; the number of materials circulated during the year; and other statistics, information, and suggestions as the Library Board may deem of general interest or as the City Council may require.

SECTION 4. That Section 2-202.2 of the Fremont Municipal Code, Ordinance No. 3139 be added as follows:

§2-201.2 **INTERNET ACCESS.** It is the policy of the City of Fremont that all public internet access funded in whole or in part by the City will meet standards set by the Children's Internet Protection Act. The annual report of the Library Board shall certify compliance with the Children's Internet Protection Act.

SECTION 5. That Section 2-202 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

**§ 2-202** **PLANNING COMMISSION.** (1) The Planning Commission shall consist of nine (9) regular members who shall represent, insofar as is possible, the different professions or occupations in the Municipality and shall be appointed by the Mayor, by and with the approval of a majority vote of the members elected to the City Council. Two (2) of the regular members may be residents of the area over which the Municipality is authorized to exercise extraterritorial zoning and subdivision regulation. One (1) regular member of the Commission shall be a resident from such area. The term of each regular member shall be three (3) years. All regular members shall hold office until their successors are appointed. Any member may, after a public hearing before the City Council, be removed by the Mayor, with the consent of a majority vote of the members elected to the City Council, for inefficiency, neglect of duty, or malfeasance in office, or other good and sufficient cause. Vacancies resulting from causes other than the expiration of term shall be filled for the unexpired portion of the term by the Mayor.

(2) All regular members of the Commission shall serve without compensation and shall hold no other Municipal office except when appointed to serve on the Board of Adjustment as provided in section 19-908 RS Neb. The Commission shall elect its Chairperson and a Secretary from its members and create and fill such other of its offices as it may determine. The term of the Chairperson and the Secretary shall be one year, and they shall be eligible for reelection. No member of the Commission shall serve in the capacity of both the Chairperson and Secretary of the Commission. It shall be the duty of the Secretary to keep the full and correct minutes and records of all meetings and to file them with the Municipal Clerk where they shall be public records. The Council may provide the funds, equipment and accommodations necessary for the work of the Commission, but the expenditures of the Commission, exclusive of gifts, shall be within the amounts appropriated for that purpose by the City Council; and no expenditures nor agreements for expenditures shall be valid in excess of such amounts. A number of Commissioners equal to a majority of the number of regular members appointed to the Commission shall constitute a quorum for the transaction of any business. The Commission shall hold at least one regular meeting

in each calendar quarter, except the City Council may require the Commission to meet more frequently and the Chairperson of the Commission may call for a meeting when necessary to deal with business pending before the Commission. Special meetings may also be held upon the call of any three (3) members of the Commission. The Commission shall adopt rules and regulations for the transaction of business and shall keep a record of its resolutions, transactions, findings, and determinations, which shall be a public record. The Commission shall make and adopt plans for the physical development of the Municipality, including any areas outside its boundaries which, in the Commission's judgment, bear relation to the planning of the Municipality, and shall carry out the other duties and exercise the powers specified in section 19-929 RS Neb. All actions by the Commission shall be subject to the review and supervision of the Mayor and City Council. The Commission shall make its recommendations to the City Council so that they are received by the City Council within sixty (60) days after the Commission begins consideration of a matter relating to the comprehensive development plan, capital improvements, building codes, subdivision development, the annexation of territory, or zoning. The Commission shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate.

(3) The Mayor, with the approval of a majority vote of the other elected members of the City Council, may appoint one (1) alternate member to the Commission. The alternate member shall serve without compensation and shall hold no other Municipal office. The term of the alternate member shall be three (3) years, and he or she shall hold office until his or her successor is appointed and approved. The alternate member may be removed from office in the same manner as a regular member. If the alternate member position becomes vacant other than through the expiration of the term, the vacancy shall be filled for the unexpired portion of the term by the Mayor with the approval of a majority vote of the elected members of the City Council. The alternate member may attend any meeting and may serve as a voting and participating member of the Commission at any time when less than, the full number of regular Commission members is present and capable of voting.

SECTION 6. That Section 2-203 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-203 **BOARD OF ADJUSTMENT**. (A) The Mayor shall appoint, with the approval of the City Council, a Board of Adjustment, which shall consist of five (5) regular members plus one (1) additional member designated as an alternate who shall attend and serve only when one (1) of the regular members is unable to attend for any reason. Each member shall be appointed for a term of three (3) years and shall be removable for cause by the Mayor, with the approval of a majority of the City Council, upon written charges and after public hearings. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. One (1) member only of the Board of Adjustment shall be appointed from the membership of the Planning Commission, and the loss of membership on the Planning Commission by such member shall also result in his or her immediate loss of membership on the Board of Adjustment and the appointment of another Planning Commissioner to the Board of Adjustment. One (1) member of the Board of Adjustment shall reside outside the corporate boundaries of the City but within its extraterritorial zoning jurisdiction. Neither the Mayor nor any member of the City Council shall serve as a member of the Board of Adjustment.

(B) The members of the Board shall serve without. The Board shall organize at its first meeting each year after the City Council meeting when appointments are regularly made and shall elect from its membership a Chairperson and Secretary. No member of the Board of Adjustment shall serve in the capacity of both Chairperson and Secretary of the Board.

(C) The Board shall adopt rules in accordance with the provisions of this section and sections 19-901 to 19-914 RS Neb. Meetings of the Board shall be held at the call of the Chairperson and at such other times as the Board may determine. Special meetings may be also held upon the call of any three (3) members of the Board. A majority of the Board shall constitute a quorum for the purpose of doing business. The Chairperson, or in his or her absence the acting Chairperson, may administer oaths and compel the attendance of witnesses. All meetings of the Board shall be open to the public. It shall be the duty of the Secretary to keep minutes of the Board's proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and to keep records of the Board's examinations and other official actions, all of which shall be timely filed

with the Municipal Clerk and shall be public record. The Board shall be responsible for making such reports and performing such other duties as the Mayor and City Council may designate.

(D) Appeals to the Board may be taken by any person aggrieved or by any officer, department, board, or bureau of the City affected by any decision of the administrative officer. Such appeal shall be taken within a reasonable time, as provided by the rules of the Board, by filing with the officer from whom the appeal is taken and with the Board a notice of appeal specifying the grounds thereof. The officer from whom the appeal is taken shall forthwith transmit to the Board all the papers constituting the record upon which the action appealed from was taken. An appeal stays all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board, after the notice of appeal shall have been filed with him or her, that by reason of facts stated in the certificate a stay would, in his or her opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of record on application on notice to the officer from whom the appeal is taken and on due cause shown. The Board shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing, any party may appear in person or by agent or by attorney.

(E) The Board shall have only the following powers:

(1) To hear and decide appeals when it is alleged there is error in any order, requirement, decision, or determination made by an administrative official or agency based on or made in the enforcement of any zoning regulation or any regulation relating to the location or soundness of structures, except that the authority to hear and decide appeals shall not apply to decisions made by the City Council or Planning Commission regarding a conditional use or special exception;

(2) To hear and decide, in accordance with the provisions of any zoning regulation, requests for interpretation of any map; and

(3) When by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of the enactment of the zoning regulations, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to or exceptional and undue hardships upon the owner of such property, to authorize, upon an appeal relating to the property, a variance from such strict application so as to relieve such difficulties or hardship, if such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of any ordinance or resolution.

(F) No such variance shall be authorized by the Board unless it finds that:

(1) The strict application of the zoning regulation would produce undue hardship;

(2) Such hardship is not shared generally by other properties in the same zoning district and the same vicinity;

(3) The authorization of such variance will not be of substantial detriment to adjacent property and the character of the district will not be changed by the granting of the variance; and

(4) The granting of such variance is based upon reason of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice.

No variance shall be authorized unless the Board finds that the condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the zoning regulations.

(G) In exercising the powers granted in this section, the Board may, in conformity with sections 19-901 to 19-915 RS Neb., reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from, and may make such order, requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of four (4) members of the Board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass

under any such regulation or to effect any variation in such regulation.

(H) Appeals from a decision by the Board may be taken as provided in section 19-912 RS Neb.

SECTION 7. That Section 2-204 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-204 **BOARD OF HEALTH**. There is hereby created a Board of Health consisting of five (5) members: The Mayor, who shall be chairperson; a physician, who shall be medical advisor; the Police Chief, who shall be secretary and quarantine officer; the President of the City Council; and one (1) other member to be appointed by the Mayor with the consent of the City Council The members of the Board shall serve, without compensation, until their successors are appointed and qualified.. The secretary shall keep minutes and records of all meetings and timely file the same with the City Clerk as public records. The Board of Health shall be funded by the City Council from the General Fund. A majority of the Board shall constitute a quorum for the purpose of doing business. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the chairman, or any two (2) members of the Board. It shall be the duty of the Board to enact rules and regulations which shall have the full force and effect of law, to safeguard the health of the residents of the City and prevent nuisances and unsanitary conditions, enforce the same, and provide fines and punishments for the violation thereof.. The Board shall regularly inspect such premises and businesses as the City Council may direct. All members of the Board shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate. No member of the Board of Health shall hold more than one (1) Board of Health position.

SECTION 8. That Section 2-205 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-205 **BOARD OF PUBLIC WORKS**. (1) The Mayor, by and with the assent of the City Council, shall appoint the Board of Public Works. The Board shall consist of five (5) members who are residents of the City. The members of the Board shall serve a five (5) year term of office, at a salary set by ordinance of the City Council. No member of the Board shall ever be financially interested in a contract entered into by the Board on behalf of the City. The members of the Board shall be required to take an oath to faithfully perform the duties of their office before entering upon the discharge thereof. The Mayor, by and with the assent of the Council shall appoint a member of the Board to serve as chairman. The Board shall select one of its members as secretary. Both the chairman and the secretary shall hold office until their successors are appointed and qualified or the ordinance creating the Board shall be repealed. It shall be the duty of the secretary to keep the minutes and records of all meetings and to timely file the same with the City Clerk as public records. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the chairman, or any three (3) members of the Board. A majority of the Board members shall constitute a quorum for the transaction of business.

(2) The Board of Public Works is hereby given the active direction, supervision, control and general management of the waterworks, power plant, sewerage, lighting systems, and natural gas distribution systems belonging to the City, and of the erection and construction of the same. It shall be the duty of the Board of Public Works and it shall have the power to make contracts on behalf of the City for the performance of all such work and maintenance and for the erection of all such improvements and enlargements except as limited by the statutes of the State, the provisions of this Code and other ordinances of the City, to approve the estimate of the City Engineer or special Engineer, if needed, which may be made from time to time, of the value of work as the same may progress, to accept any work done or improvements made when same shall be fully completed according to contract, to audit all accounts and claims against the City incurred on account of or in connection with such systems, to make its recommendations and reports to the Mayor and City Council from time to time with reference to extensions, improvements and other matters pertaining to the water, light, sewer, and natural gas distribution systems such as will in its opinion tend to the betterment of such systems and to promote public welfare, and to perform such other duties in connection with the light, water, sewer and natural gas distribution systems as may be referred to it by the Mayor and Council. Wherever a right, duty or obligation is, by the

provisions of this Code or other ordinance of the City or by statute, conferred upon the Water Commissioner, it shall be construed to mean the Board of Public Works and the Board of Public Works is hereby authorized and empowered to delegate any employee under such board to perform such right, duty or obligation as the Board may see fit. It shall be the duty of the Board or its authorized agent to collect all money receivable by the City on account of such system of waterworks, sewer works, power plant, lighting and natural gas distribution systems, and to faithfully account for the same to the Director of Finance, or his authorized agent. Cash in excess of amounts required to pay expenses shall be made available for investment to the Director of Finance or his authorized agent.

(3) The Board of Public Works is hereby authorized and empowered to employ necessary workforce and to purchase material for the operation and maintenance of utility facilities as hereinafter delineated.

(4) The Board of Public Works shall indemnify the person acting as the "Designated Representative", "Alternate Designated Representative", or "Authorized Representative" of the City or the Department of Utilities who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative against expenses including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the City, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

(5) No single expenditure shall exceed thirty thousand dollars ($30,000.00) for material, supplies, service, and the replacement, and maintenance of equipment directly connected with the operation of the electric system, sewerage system, waterworks, or natural gas distribution system, and their associated lines and facilities without the approval of the Mayor and City Council. The thirty thousand dollar ($30,000.00) limit may be waived by the General Manager or Chairman of the Board of Public Works if an emergency is declared. Such a declaration shall be affirmed by the Board at its next regular Board meeting and the affirmation shall be made a part of the Board minutes. The General Manager of the Department of Utilities may purchase fuel on the spot market after receiving comparable quotations in excess of these limits; and may buy from and sell to other agencies electricity on a temporary basis in excess of these limits without the approval of the Mayor and City Council. These purchases shall be affirmed by the Board of Public Works.

(6) The Board of Public Works shall have the right to pay the City Attorney additional compensation for legal services performed by him for it or to employ additional legal assistance other than the City Attorney and pay such legal assistance out of the funds disbursed under the orders of the Board of Public Works. Further, the Board of Public Works shall have the right to utilize its own engineering staff, and shall have the right to hire consulting engineers, for the design and installation of extensions and improvements under the jurisdiction of the Board of Public Works. All action of the Board shall be subject to the review and supervision of the City Council. The Board shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate. No member of the City Council shall serve as a member of the Board of Public Works while serving a term of office as a member of the City Council. No member of the Board of Public Works shall serve in the capacity of both the chairman and secretary of the Board.

SECTION 9. That Section 2-206 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

**§2-206** **BOARD OF PUBLIC WORKS; DISBURSEMENT OF FUNDS**. All orders for the disbursement of funds by the Board of Public Works shall be signed by the chairman and the secretary of the Board, or by any two (2) members of the Board who have previously been designated for that purpose by a resolution duly adopted by the Board. Disbursements shall be recorded in accordance with state law and city policy. Disbursement shall be made by check signed by either the Chairman or General Manager or their authorized assistant and countersigned by the Finance Director or his authorized agent.

SECTION 10. That Section 2-207 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-207 **CIVIL SERVICE COMMISSION**. The Civil Service Commission for the City of Fremont shall consist of three members appointed by the Mayor with the approval of the City Council. Members of the Civil Service Commission shall have been residents of the City of Fremont, Nebraska for at least three (3) years preceding appointment and registered voters of Dodge County, Nebraska. The Members of the Civil Service Commission shall serve without compensation. The Civil Service Commission shall function pursuant to the rules, provisions, and procedures of the applicable state law.

SECTION 11. That Section 2-208 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-208 **BOARD OF PARKS AND RECREATION COMMISSIONERS**. The Mayor and City Council shall appoint the Board of Parks and Recreation Commissioners. The Board shall be composed of six (6) members who shall be resident freeholders of the City. They shall be appointed for a three (3) year term by the Mayor and Council at their first meeting in January each year. It shall be the duty of the Mayor and Council to appoint or reappoint one-third of the Board each year for a term of three years. Each member shall serve until his successor is appointed and qualified. A vacancy occurring on such Board by death, resignation or disqualification of a member shall be filled for the remainder of such term at the next regular meeting of the City Council. The Mayor shall be an Ex-officio member of the Board and may vote when his vote would be decisive on any matter. The Board shall serve without compensation. Before entering upon his duties each member of the Board shall take an oath, to be filed with the City Clerk, that he or she will faithfully perform the duties of their office and will not in any manner be actuated or influenced therein by personal or political motives. At the time of the first meeting in February of each year, the Board shall organize by selecting from their number a chairperson. The Director of the Parks and Recreation Department or his designee shall act as ex-officio secretary. It shall be the duty of the secretary to keep the minutes and records 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 chairman, or any two (2) of the Board members. It shall be the duty of the Board of Park and Recreation Commissioners to recommend rules and regulations for the proper care and maintenance of City parks, Ridge Cemetery and for the proper conduct of the recreational programs and activities of the City. Such Board shall have charge, direction and control of all parks, Ridge Cemetery and recreational facilities of the City including the approval of locations for and authorization of permits for all activities in the park system. The Board shall submit an annual written report to the Mayor and Council of its acts and doings.

(2) Notwithstanding any other ordinance of the City, the Board of Parks and Recreation Commissioners shall have the right and authority to determine the use, the conduct of and the form of operation of parks, Ridge Cemetery and recreational facilities of the City in every manner and kind whatsoever. Further, the Board is authorized to regulate the cultivation and planting of trees, shrubs, and vines on all streets, avenues and parkways of the City. All employees of the City doing work in or for the City parks shall be under the supervision and direction of the Parks and Recreation Director. The Parks and Recreation Director shall be accountable to the Board, but will work under the supervision of the City Administrator. All actions of the Board shall be subject to the review and control of the City Council. The Board shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate. No member of the City Council shall serve as a member of the Board of Park and Recreation Commissioners while serving a term of office as a member of the City Council.

SECTION 12. That Section 2-209 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-209 **BOARD OF FORESTRY EXAMINERS**. There shall be a Board of Forestry Examiners which shall consist of the Director of Parks and Recreation, who shall act as secretary and official correspondent; and two (2)

other members, one (1) of whom should be employed in the business of forestry or related fields.

Appointments to this Board, other than the Director of Parks and Recreation shall be by the Mayor and shall be for terms of two (2) years until their successors are appointed and qualified.

This Board shall serve without pay.

The Board of Forestry examiners shall meet upon call of the chairman. A majority of the Board shall constitute a quorum for the transaction of business, and a majority vote of the whole Board shall be necessary to transact any business. The secretary of the Board shall keep minutes of all meetings.

The Board shall make such reasonable rules as are necessary for the conduct of its business and to ascertain the fitness of applicants to receive forester's certificates. The Board may issue certificates and may require a re-examination of the holder of any certificate, from time to time, in order to ascertain the continued fitness of the holder thereof, and his right to retain such certificate.

SECTION 13. That Section 2-210 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

**§2-210** **BOARD OF PLUMBING EXAMINERS**. (1) The Board of Plumbing Examiners shall consist of not less than four (4) members, at least one (1) member to be known as the Chief Health Officer of the Municipality, one (1) member to be known as the Plumbing Inspector of the Municipality, one (1) journeyman plumber, and one (1) master plumber. The journeyman and master plumbers shall be appointed by the Mayor, by and with the consent of the City Council. No member of the Governing Body shall serve as a member of the Board of Plumbing Examiners. All vacancies in the Board may be filled by the Mayor and Council as provided in this section. Any member of the Board may be removed from office for cause by the district court of the county in which the Municipality is situated.

(2) All members of the Board of Plumbing Examiners shall be residents or live within the zoning jurisdiction of the Municipality, and the Plumbing Inspector and journeyman and master plumbers shall be licensed plumbers.

(3) The Chief Health Officer and the Plumbing Inspector shall be appointed by and hold office during the term of office of the Mayor. The terms of office of the journeyman plumber and the master plumber shall be for three (3) years. Upon the expiration of the term of each appointed member, appointments shall be made for succeeding terms by the same process as the previous appointments.

(4) The Board shall organize by the selection of one of their number as Chairperson. The Plumbing Inspector shall be the Secretary of the Board. No member of the Board of Plumbing Examiners shall serve in the capacity of both the Chairperson and Secretary of the Board. It shall be the duty of the Secretary to keep the minutes and records of all meetings and to timely file them with the City Clerk as public records.

(5) The members of the Board may be paid an amount to be determined by resolution of the Governing Body.

(6) The Board shall be funded from time to time by the Governing Body out of the General Fund. The Board shall meet only upon call by the Chairperson. Three (3) members of the Board shall constitute a quorum for the purpose of doing business.

(7) It shall be the duty of the Board to adopt rules and regulations, not inconsistent with other Municipal ordinances and State law, for the sanitary construction, alteration, and inspection of plumbing and sewerage connections and drains placed in, or in connection with, any and every building in the Municipality. Such rules and regulations, except those that are adopted for the Board's own convenience only, shall be approved by ordinance by the Mayor and City Council. Subject to the same approval requirements, the Board shall have the power to amend or repeal its rules and regulations at any time.

(8) Any person desiring to do any plumbing or to work at the business of plumbing in the Municipality shall make a written application to the Board for an examination for a license. The Board shall examine the applicant as to his or her practical and theoretical knowledge of plumbing, house drainage, ventilation, and sanitation. If the applicant shows himself or herself competent, the Board shall cause the Chairperson and Secretary to execute and deliver to the applicant a license authorizing him or her to do plumbing in the Municipality.

(9) All original licenses may be renewed and all renewal licenses may be renewed by the Board of Plumbing Examiners at the dates of their expiration. Such renewal licenses shall be granted, without a reexamination, upon the written application of the licensee filed with the Board and showing that his or her purposes and condition remain unchanged, unless it is made to appear by affidavit before the Board that the applicant is no longer competent, or entitled to such renewal license, in which event the renewal license shall not be granted until the applicant has undergone the required examination.

(10) All original and renewal licenses shall be good for one year or two years from the date of issuance as determined by the Board, except that any license may be revoked or suspended by the Board at any time upon a hearing upon sufficient written, sworn charges filed with the Board showing the holder of the license to be incompetent or guilty of a willful breach of the rules, regulations, or requirements of the Board or of the laws or municipal ordinances relating thereto or of other causes sufficient for the revocation or suspension of his or her license, of which charges and hearing the holder of such license shall have written notice.

(11) The licensing requirements of this section shall not apply to employees of the water utility acting within the scope; of their employment.

(12) The Board shall be responsible for making such reports and performing such additional duties as the Governing Body may, from time to time, designate. All actions of the Board shall be subject to the review and supervision of the Governing Body.

SECTION 14. That Section 2-211 of the Fremont Municipal Code, Ordinance No. 3139 be amended as follows:

§2-211 **HOUSING AUTHORITY; CONTINUED EXISTENCE AS HOUSING AGENCY**. (1) The local housing authority established under prior state law and in existence on January 1, 2000, shall have continued existence as a housing agency under the Nebraska Housing Agency Act.

(2) The local housing agency shall conduct its operations consistent with the Nebraska Housing Agency Act. All property, rights in land, buildings, records, and equipment and any funds, money, revenue, receipts, or assets of the authority belong to the agency as successor. All obligations, debts, commitments, and liabilities of the authority are obligations, debts, commitments, and liabilities of the successor agency.

(3) Any resolution by the authority and any action taken by the authority prior to January 1, 2000, with regard to any project or program which is to completed within or to be conducted for a twelve-month period following January 1, 2000, and which resolution or action is lawful under state law as it existed prior to January 1, 2000, is a lawful resolution or action of the successor agency and binding upon the successor agency and enforceable by or against the agency notwithstanding that such resolution or action is inconsistent with, not authorized by, or prohibited under the provisions of the Nebraska Housing Agency Act.

(4) All commissioners of the local housing agency and all officers, legal counsel, technical experts, directors, and other appointees or employees of the agency holding office or employment by virtue of any such prior law on January 1, 2000, shall be deemed to have been appointed or employed under the Nebraska Housing Agency Act.

SECTION 15. That Section 2-301 Violation, Penalty of the Fremont Municipal Code, Ordinance No. 3139 be repealed

SECTION 16. That the originals of all ordinances or parts of ordinances of the City of Fremont and sections of the Fremont Municipal Code amended herein, and all other ordinances in conflict herewith are hereby repealed.

SECTION 17. That this ordinance shall be published in pamphlet form.

SECTION 18. That this ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS 13th DAY OF APRIL 2010.

Donald B. Edwards, Mayor

ATTEST:

Kimberly Volk, MMC, City Clerk

ATTACHMENT 3 6-11-2013

ORDINANCE NO. 5271

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA AMENDING CHAPTER THREE OF THE MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, ORDINANCE NO. 3139 TITLED DEPARTMENTS; TO REPEAL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

SECTION I. That Section **§3-325 to 3-326 be added to the Fremont Muncipal Code to read as follows:**

§3-325 **BOARD OF PUBLIC WORKS**. (1) The Mayor, by and with the assent of the City Council, shall appoint the Board of Public Works. The Board shall consist of five (5) members who are residents of the City. The members of the Board shall serve a five (5) year term of office, at a salary set by ordinance of the City Council. No member of the Board shall ever be financially interested in a contract entered into by the Board on behalf of the City. The members of the Board shall be required to take an oath to faithfully perform the duties of their office before entering upon the discharge thereof. The Mayor, by and with the assent of the Council shall appoint a member of the Board to serve as chairman. The Board shall select one of its members as secretary. Both the chairman and the secretary shall hold office until their successors are appointed and qualified or the ordinance creating the Board shall be repealed. It shall be the duty of the secretary to keep the minutes and records of all meetings and to timely file the same with the City Clerk as public records. The Board shall meet at such times as the City Council may designate. Special meetings may be held upon the call of the chairman, or any three (3) members of the Board. A majority of the Board members shall constitute a quorum for the transaction of business.

(2) The Board of Public Works is hereby given the active direction, supervision, control and general management of the waterworks, power plant, sewerage, lighting systems, and natural gas distribution systems belonging to the City, and of the erection and construction of the same. It shall be the duty of the Board of Public Works and it shall have the power to make contracts on behalf of the City for the performance of all such work and maintenance and for the erection of all such improvements and enlargements except as limited by the statutes of the State, the provisions of this Code and other ordinances of the City, to approve the estimate of the City Engineer or special Engineer, if needed, which may be made from time to time, of the value of work as the same may progress, to accept any work done or improvements made when same shall be fully completed according to contract, to audit all accounts and claims against the City incurred on account of or in connection with such systems, to make its recommendations and reports to the Mayor and City Council from time to time with reference to extensions, improvements and other matters pertaining to the water, light, sewer, and natural gas distribution systems such as will in its opinion tend to the betterment of such systems and to promote public welfare, and to perform such other duties in connection with the light, water, sewer and natural gas distribution systems as may be referred to it by the Mayor and Council. Wherever a right, duty or obligation is, by the provisions of this Code or other ordinance of the City or by statute, conferred upon the Water Commissioner, it shall be construed to mean the Board of Public Works and the Board of Public Works is hereby authorized and empowered to delegate any employee under such board to perform such right, duty or obligation as the Board may see fit. It shall be the duty of the Board or its authorized agent to collect all money receivable by the City on account of such system of waterworks, sewer works, power plant, lighting and natural gas distribution systems, and to faithfully account for the same to the Director of Finance, or his authorized agent. Cash in excess of amounts required to pay expenses shall be made available for investment to the Director of Finance or his authorized agent.

(3) The Board of Public Works is hereby authorized and empowered to employ necessary workforce and to purchase material for the operation and maintenance of utility facilities as hereinafter delineated.

(4) The Board of Public Works shall indemnify the person acting as the "Designated Representative", "Alternate Designated Representative", or "Authorized Representative" of the City or the Department of Utilities who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative against expenses including attorney's fees,

judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the City, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

(5) The General Manager of the Department of Utilities may purchase fuel on the spot market after receiving comparable quotations in excess of these limits; and may buy from and sell to other agencies electricity on a temporary basis in excess of these limits without the approval of the Mayor and City Council. These purchases shall be affirmed by the Board of Public Works.

(6) The Board of Public Works shall have the right to pay the City Attorney additional compensation for legal services performed by him for it or to employ additional legal assistance other than the City Attorney and pay such legal assistance out of the funds disbursed under the orders of the Board of Public Works. Further, the Board of Public Works shall have the right to utilize its own engineering staff, and shall have the right to hire consulting engineers, for the design and installation of extensions and improvements under the jurisdiction of the Board of Public Works. All action of the Board shall be subject to the review and supervision of the City Council. The Board shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate. No member of the City Council shall serve as a member of the Board of Public Works while serving a term of office as a member of the City Council. No member of the Board of Public Works shall serve in the capacity of both the chairman and secretary of the Board.

§3-326 **BOARD OF PUBLIC WORKS; DISBURSEMENT OF FUNDS**. All orders for the disbursement of funds by the Board of Public Works shall be signed by the chairman and the secretary of the Board, or by any two (2) members of the Board who have previously been designated for that purpose by a resolution duly adopted by the Board. Disbursements shall be recorded in accordance with state law and city policy. Disbursement shall be made by check signed by either the Chairman or General Manager or their authorized assistant and countersigned by the Finance Director or his authorized agent.

SECTION II. That Section **§3-513 to 3-515 be added to the Fremont Muncipal Code to read as follows**:

§3-513 **CIVIL SERVICE COMMISSION.** The Civil Service Commission for the City of Fremont shall consist of three members appointed by the Mayor with the approval of the City Council. Members of the Civil Service Commission shall have been residents of the City of Fremont, Nebraska for at least three (3) years preceding appointment and registered voters of Dodge County, Nebraska. The Members of the Civil Service Commission shall serve without compensation. The Civil Service Commission shall function pursuant to the rules, provisions, and procedures of the applicable state law.

§3-514 **CIVIL SERVICE ; ADOPED IN PAMPHLET FORM.** Ordinance Number 3357, Civil Service Act of 1985, in pamphlet form, shall be included in the Municipal Code.

§3-515 **CIVIL SERVICE ; REQUIREMENTS FOR CIVIL SERVICE POSITION APPLICANTS.**

(1) An applicant for a position of any kind under Civil Service shall be able to read and write the English language, meet the minimum job qualification of the position as established by the Mayor, and be of good moral character. An applicant shall be required to disclose his or her past employment history and his or her criminal record, if any, and submit a full set of his or her fingerprints and a written statement of permission authorizing the Mayor to forward the fingerprints for identification. Prior to certifying to the Mayor the names of the persons eligible for the position or positions, the Commission shall validate the qualifications of such persons.

(2) The Mayor shall require an applicant, as part of the application process, to submit a full set of his or her fingerprints along with written permission authorizing the Mayor to forward the fingerprints to the Federal Bureau of Investigation through the Nebraska State Patrol, for identification. The fingerprint identification shall be solely for the purpose of confirming information provided by the applicant.

(3) Any fingerprints received by the Commission or Mayor pursuant to a request made under subsection

(2) of this section and any information in the custody of the Commission or Mayor resulting from the inquiries or investigations made with regard to those fingerprints initiated by the Commission or Mayor shall not be a public record within the meaning of sections 84-712 to 84-712.09 RS Neb. and shall be withheld from the public by the lawful custodians of such fingerprints and information and shall only be released to those lawfully entitled to the possession of such fingerprints and information. Any member, officer, agent, or employee of the Commission, Mayor, or Municipality who comes into possession of fingerprints and information gathered pursuant to subsection (2) of this section shall be an official within the meaning of section 84-712.09 RS Neb.

SECTION III. That Section **§3-605 to 3-606 be added to the Fremont Muncipal Code to read as follows:**

§3-605 **BOARD OF PARKS AND RECREATION COMMISSIONERS**. The Mayor and City Council shall appoint the Board of Parks and Recreation Commissioners. The Board shall be composed of six (6) members who shall be resident freeholders of the City. They shall be appointed for a three (3) year term by the Mayor and Council at their first meeting in January each year. It shall be the duty of the Mayor and Council to appoint or re-appoint one-third of the Board each year for a term of three years. Each member shall serve until his successor is appointed and qualified. A vacancy occurring on such Board by death, resignation or disqualification of a member shall be filled for the remainder of such term at the next regular meeting of the City Council. The Mayor shall be an Ex-officio member of the Board and may vote when his vote would be decisive on any matter. The Board shall serve without compensation. Before entering upon his duties each member of the Board shall take an oath, to be filed with the City Clerk, that he or she will faithfully perform the duties of their office and will not in any manner be actuated or influenced therein by personal or political motives. At the time of the first meeting in February of each year, the Board shall organize by selecting from their number a chairperson. The Director of the Parks and Recreation Department or his designee shall act as ex-officio secretary. It shall be the duty of the secretary to keep the minutes and records 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 chairman, or any two (2) of the Board members. It shall be the duty of the Board of Park and Recreation Commissioners to recommend rules and regulations for the proper care and maintenance of City parks, Ridge Cemetery and for the proper conduct of the recreational programs and activities of the City. Such Board shall have charge, direction and control of all parks, Ridge Cemetery and recreational facilities of the City including the approval of locations for and authorization of permits for all activities in the park system. The Board shall submit an annual written report to the Mayor and Council of its acts and doings.

(2) Notwithstanding any other ordinance of the City, the Board of Parks and Recreation Commissioners shall have the right and authority to determine the use, the conduct of and the form of operation of parks, Ridge Cemetery and recreational facilities of the City in every manner and kind whatsoever. Further, the Board is authorized to regulate the cultivation and planting of trees, shrubs, and vines on all streets, avenues and parkways of the City. All employees of the City doing work in or for the City parks shall be under the supervision and direction of the Parks and Recreation Director. The Parks and Recreation Director shall be accountable to the Board, but will work under the supervision of the City Administrator. All actions of the Board shall be subject to the review and control of the City Council. The Board shall be responsible for making such reports and performing such other duties as the City Council may, from time to time, designate. No member of the City Council shall serve as a member of the Board of Park and Recreation Commissioners while serving a term of office as a member of the City Council.

§3-606 **BOARD OF FORESTRY EXAMINERS**. There shall be a Board of Forestry Examiners which shall consist of the Director of Parks and Recreation, who shall act as secretary and official correspondent; and two (2) other members, one (1) of whom should be employed in the business of forestry or related fields. Appointments to this Board, other than the Director of Parks and Recreation shall be by the Mayor and shall be for terms of two (2) years until their successors are appointed and qualified. This Board shall serve without pay. The Board of Forestry examiners shall meet upon call of the chairman. A majority of the Board shall constitute a

quorum for the transaction of business, and a majority vote of the whole Board shall be necessary to transact any business. The secretary of the Board shall keep minutes of all meetings. The Board shall make such reasonable rules as are necessary for the conduct of its business and to ascertain the fitness of applicants to receive forester's certificates. The Board may issue certificates and may require a re-examination of the holder of any certificate, from time to time, in order to ascertain the continued fitness of the holder thereof, and his right to retain such certificate.

SECTION IV. That Section **§3-705 to 3-707 be added to the Fremont Muncipal Code to read as follows:**

§3-705 **LIBRARY BOARD.** (1) 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.

(2) No member shall receive any pay or compensation for any services rendered as a member of the Library Board.

(3) 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.

(4) 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.

(5) 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.

(6) The Library Board shall be responsible for the intellectual content and development of the library.

(7) 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.

(8) All actions of the Commission shall be subject to the review and control of the City Council.

§3-706 **LIBRARY BOARD; ANNUAL REPORT**. The Library Board shall, on or before the second Monday in February in each year, make a report to the City Council of the condition of its trust on the last day of the prior fiscal year. The report shall show all money received and credited or expended; the number of materials held, including books, video and audio materials, software programs, and materials in other formats; the number of periodical subscriptions on record, including newspapers; the number of materials added and the number withdrawn from the collection during the year; the number of materials circulated during the year; and other statistics, information, and suggestions as the Library Board may deem of general interest or as the City Council may require.

§3-707 **INTERNET ACCESS.** It is the policy of the City of Fremont that all public internet access funded in whole or in part by the City will meet standards set by the Children's Internet Protection Act. The annual report of the Library Board shall certify compliance with the Children's Internet Protection Act.

Section V. 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 VI. 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 APPROVE THIS 11TH DAY OF JUNE, 2013.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Kimberly Volk, MMC, City Clerk

ORDINANCE NO. 5272

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA AMENDING AND REORGANIZING CHAPTER ONE OF THE MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, ORDINANCE NO. 3139 TITLED ADMINISTRATIVE; TO REPEAL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

SECTION I. That the entire Chapter One, titled Administrative, of the Fremont Municipal Code be repealed and replaced with the following and titled Chapter 1, General Provisions:

§1-101. **How Code Designated and Cited.**

All ordinances embraced in the following chapters and sections shall constitute and be designated and cited as the "Fremont Municipal Code."

§1-102. **Definitions and Rules of Construction.**

In the construction of this Code and all other ordinances of the City, the following rules shall be observed, unless such construction would be inconsistent with the manifest intent of the Council or the context clearly requires otherwise:

*City*. The words "city", "the city," or "this city" shall be construed as if followed by the words "of Fremont, Nebraska."

*Code*. The words "the Code" or "this Code" shall mean "The Fremont Municipal Code."

*Computation of Time*. The time within which an act is to be done is computed by excluding the first day and including the last, unless the last day falls upon any legal holiday or on Saturday, in which case the period runs until the end of the next day.

*Council*. Whenever the word "Council" is used, it shall be construed to mean the Council of the City of Fremont, Nebraska.

*County*. The words "the county" or "this county" shall mean Dodge County, Nebraska.

*Day*. A day is a 24-hour period of time between any midnight and the following midnight.

*Daytime, Nighttime*. "Daytime" is the period of time between sunrise and sunset. "Nighttime" is the period of time between sunset and sunrise.

*Gender*. The masculine gender includes the feminine.

*In the City*. The words "in the city" shall mean and include all territory over which the city now has or shall hereafter acquire jurisdiction for the exercise of its police powers or other regulatory powers.

*Joint Authority*. All words giving joint authority to three or more persons or officers shall be construed as giving such authority to a majority of such persons or officers.

*Month*. The word "month" shall mean a calendar month.

*Number*. The singular number includes the plural and the plural includes the singular.

*Oath*. "Oath" includes affirmation.

*Offense*. The doing of any act or thing prohibited or the failing to do any act or thing commanded to be done in this Code within the city is hereby declared to be an offense against the public peace, safety, morals, and general welfare of the people of the City.

*Or, And*. "Or" may be read "and," and "and" may be read "or," if the sense requires it.

*Owner*. The word "owner," applied to a building or land, shall include any part owner, joint owner, tenant in common, joint tenant or tenant by the entirety of the whole or of a part of such building or land, or vendee in possession under a land sale contract.

*Person*. "Person" includes but is not limited to individuals, corporations, associations, firms, partnerships and limited liability companies.

*Preceding, following*. The words "preceding" and "following" mean next before and next after, respectively.

*Property*. The word "property" shall include real and personal property.

*Public place*. The words "public place" shall mean any public place or building or any private place, business or building, open to and frequented by the public.

*Real property*. Real property shall mean any estate or interest in land, including all buildings, fixtures and improvements thereon and all rights-of-way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, used or enjoyed with said land, or any part thereof.

*Shall, may*. "Shall" is mandatory and "may" is permissive.

*Signature* or *subscription by mark*. "Signature" or "subscription by mark" includes a mark when the signer or subscriber cannot write, such signer's or subscriber's name being written near the mark by a witness who writes his own name near the signer's or subscriber's name; but a signature or subscription by mark can be acknowledged or can serve as a signature or subscription to a sworn statement only when one witness shall sign his own name thereto.

*State*. The word "the state" or "this state" shall be construed to mean the State of Nebraska.

*Tenant* or *occupant*. The words "tenant" or "occupant," applied to a building or land, shall include any person holding a written or an oral lease of or who occupies the whole or a part of such building or land, either alone or with others.

*To*. "To" means "to and including" when used in reference to a series of sections of this Code or when reference is made to the Nebraska Revised Statutes.

*Week*. A week consists of seven consecutive days.

*Writing*. Writing includes any form of recorded message capable of comprehension by ordinary visual means. Whenever any notice, report, statement or record is required or authorized by this Code, it shall be made in writing, in the English language, unless it is expressly provided otherwise.

*Year*. The word "year" shall mean a calendar year, except where otherwise provided.

### §1-**103.** **Continuations of Existing Ordinances**.

The provisions appearing in this Code, so far as they are the same as those of ordinances existing at the time of the effective date of this Code, shall be considered as continuations thereof and not as new enactments.

### §1-**104.** **Effect of Repeal of Ordinances.**

The repeal of an ordinance shall not revive any ordinances in force before or at the time the ordinance repealed took effect. The repeal of an ordinance shall not affect any punishment or penalty incurred before the repeal took effect, nor any suit, prosecution or proceeding pending at the time of the repeal, for any offense committed under the ordinance repealed.

### §1-**105.** **Severability of Parts of Code**.

It is hereby declared to be the intention of the Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

### §1-106. **Catchlines of Sections.**

The catchlines of the several sections of this Code are intended as mere catchwords to indicate the contents of the section and shall not be deemed or taken to be titles of such sections, nor as any part of the section, nor, unless expressly so provided, shall they be so deemed when any of such sections, including the catchlines, are amended or re-enacted.

§1-107. **Penalties; Continuing Violations.**

In any case where there shall be a violation of any city ordinance for which no penalty is provided, the person violating the same shall be subject to a fine of not less than one dollar nor more than five hundred dollars for each offense. Each day a violation of a continuing nature shall remain in existence shall constitute a separate offense.

§1-108. **Citation; Failing to Appear; Penalty.**

(1) Any person who fails to appear or otherwise comply with the command of a citation shall be guilty of an infraction.

(2) Any person convicted of violating this section shall be punished by a fine of not more than five hundred dollars or by imprisonment in the county jail for not more than thirty (30) days, or by both such fine and imprisonment.

§1-109. **Aiding, Abetting or Procuring; Penalty.**

Whoever aids, abets or procures another to violate a provision of this Code, or whoever is an accessory after the fact to the commission of any such violation shall be deemed guilty of an offense and punished in accordance with §1-107 of this Code.

An accessory after the fact is a person who, after full knowledge that a violation of this Code has been committed, conceals it from a police officer, or harbors and protects the person charged with or found guilty of a violation of any provision of this Code or state law.

§1-110. **Amendments or Additions to Code**

All ordinances of a general and permanent nature, and amendments to such ordinances, enacted or presented to the City Council for enactment after the adoption of this Code, shall be drafted, so far as possible, as specific amendments, or additions to the Fremont Municipal Code. Amendments to this Code shall be made by reference to the chapter and section of the Code which is to be amended, and additions shall bear an appropriate designation of chapter and section.

Section II. The original Chapter One of the Municipal Code of the City of Fremont, Nebraska, Ordinance No. 3139, and any other ordinances or parts of ordinances of the City of Fremont in conflict herewith are hereby repealed.

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 APPROVE THIS 11TH DAY OF JUNE, 2013.

Scott Getzschman

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Kimberly Volk

Kimberly Volk, MMC, City Clerk

THE CITY OF FREMONT
THE PATHFINDER
GEN. JOHN C. FREMONT
JUNE 17. 1871.

June 11, 2013

ORDINANCE NO. 5273

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA AMENDING AND REORGANIZING CHAPTER TWO OF THE MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, ORDINANCE NO. 3139 TITLED BOARDS AND COMMISSIONS; TO REPEAL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

SECTION I. That the entire Article One of Chapter Two, titled Boards and Commissions, Standing Committees, of the Fremont Municipal Code be repealed and replaced with the following and titled Chapter 2, Administrative, Article 1. Meetings and Committees:

**§2-101 Form of Government.**

The City of Fremont, Nebraska is a City of the First Class with a municipal government organized pursuant to the provisions of Chapter 16 of the Revised Statutes of Nebraska.

**§2-102 Regular Meetings.**

The regular meetings of the City Council shall be held in the City Council Chambers on the second (2nd) and last Tuesday of each month. The regular meetings may be preceded by an informal study session with the formal meeting beginning at 7:00 p.m. or as soon thereafter as called to order by the Mayor. Any such study session shall be included on the agenda for the meeting, included in all published notices, and open to the public. At such informal study sessions, any or all agenda items may be discussed by staff and/or Council members. The Council shall neither take nor agree to take any formal action at such informal study sessions. The City Council may, by a majority vote of all members elected to the Council cancel or reschedule the regular meetings scheduled for the second or last Tuesdays in November, or the regular meeting scheduled for the last Tuesday in December. In such case, notice of cancellation or rescheduled meeting will be given in the same manner as required for regularly scheduled Council meetings. In the event that inclement weather or other conditions present a danger to public health or safety, any meeting may be rescheduled by the Mayor. In such case, notice of rescheduled meeting will be given in the same manner as required for regularly scheduled Council meetings.

**§2-103 Formal Council Study Sessions.**

Formal Council Study Sessions shall be held, if necessary, on the first (1st) and third (3rd) Tuesday of each month to discuss issues, develop policies and hear presentations. All items to be discussed during a Formal Council Study Session shall be specifically listed on the agenda for that meeting. No formal action or votes will be taken on any item during the Formal Council Study Session and no item that is not on the agenda will be discussed. Formal Council Study Sessions shall be open to the public and shall commence at the hour of Five Thirty (5:30) o'clock P.M.

**§2-104 Special Meetings.**

Special meetings may be called by the Mayor or by four (4) members of the City Council, the object of which shall be submitted to the Council in writing.

**§2-105 City Council; Quorum; Voting.**

(1) A majority of all the members of the City Council must be present at a regular or special meeting to constitute a quorum; but if less than such majority is present at the meeting, the majority of the Council Members present may adjourn from time to time without further notice.

(2) Except in those cases where Nebraska law requires a greater number of votes, five (5) affirmative votes shall constitute a majority vote required to adopt a motion, resolution, ordinance, action or policy. In those cases where the Mayor is authorized by law to vote, the Mayor's vote shall be counted as one of the five necessary affirmative votes.

(3) On votes requiring two-thirds vote of the Council, such vote shall require six (6) affirmative votes to pass.

(4) On votes requiring three-fourths vote of the Council, such vote shall require six (6) affirmative votes to pass.

**§2-106 Agenda for Meetings.**

All matters for consideration at any regular meeting or formal study session of the City Council shall be submitted in writing and filed in the office of the City Clerk. The City Clerk shall place upon the agenda of any regular, special or formal study session meeting only those matters which have been directed by one Council Member, or authorized by the Mayor or the City Administrator.

**§2-107 Rules of Order.**

The current edition of Robert's Rules of Order shall guide the proceedings of the Council where not in conflict with statutes or ordinances.

**§2-108 Meeting; Rules of Conduct.**

The business and proceedings of the meeting of the Council shall be conducted in accordance with the following rules:

(1) No electronic communication with, among, or between council members, staff or any other person shall be permitted during the Council meeting.

(2) The presiding officer may refer back to any order of business after passing it, if there is no objection from any Council Member.

(3) The presiding officer shall preserve order at all meetings. All questions of order shall be decided by the presiding officer, subject to appeal to the Council. In such appeal, a Council Member shall state briefly what in their opinion the ruling should have been and upon this appeal being seconded, the question of the appeal shall be called by the presiding officer.

(4) When a question is being called by the presiding officer, no Council Member shall leave the Council Chambers.

(5) Upon request of any Council Member, any motion or resolution shall be reduced to writing before being acted upon.

(6) The minutes of the meeting shall show the Council Member who offered or introduced a motion, resolution, or ordinance and the Council Member seconding the same.

(7) The individual votes cast by Council Members upon any question shall be taken and recorded in the minutes.

(8) The Council may reprimand or censure any of its members for improper behavior as Council Members.

(9) Any resolution, ordinance, or motion may be withdrawn by its introducer or mover with consent of the Council Member seconding same, before same is voted upon.

(10) Motions to reconsider may only be made by a Council Member who voted with the majority, but such motion to reconsider must be made before the expiration of the third (3rd) regular meeting after the consideration of the same question.

(11) The presiding officer may reasonably limit the time during which any person not a member of the Council may address a Council meeting.

(12) The presiding officer may express their opinion on any subject being discussed or debated by the Council.

(13) When a blank is to be filled and different sums or times are proposed, the question shall

be called on the largest sum and longest time first.

(14) When a question is under debate by the Council, no motion shall be made, entertained or seconded, except the following privileged motions: First, the previous question; second, to table; third, to adjourn. Each of the privileged motions shall be decided without any debate.

(15) Any rule of the Council may be suspended by a three-fourths (3/4) vote of the members present.

**§2-109 Audience; Rules of Conduct.**

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

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

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

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

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

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

(6) Profanity or raised voice is not permitted

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

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

**§2-110 Mayor's Committees.**

Mayor's committees may be appointed by the Mayor without Council approval to advise the Mayor in regard to special issues. Mayor's committees are subject to the open meetings law. Findings and recommendations of Mayor's committees shall be submitted to the Mayor and shall be considered as advising the Mayor.only and not the council.

**§2-111 Council Committees.**

Committees of the Council may be created by the Mayor and approved by a majority of the Council to advise the Council in regard to special issues. Each committee will consist of not more than four Council Members, appointed by the Mayor and confirmed by the Council. The committees may also consist of other members, including staff, who shall serve only as non-voting members. The manner of appointment shall be the same. The chairman of the committee will be a Council Member. Council committees shall conduct their meetings in compliance with the open meetings law, shall maintain minutes of all meetings, and shall submit their minutes, findings, and recommendations to the City Council in writing in a timely manner. Appointments to Council Committees shall be for a term of one year unless ended sooner by dissolution of the committee. The committee may be dissolved by any of the following actions:

(1) Majority vote of the committee to dissolve;

(2) Resolution of the special issue assigned;

(3) Majority vote of the city council; or

(4) Expiration of one year from date of creation unless reappointed.

**§2-112 Board and Commissions.**

The City Council may establish citizen advisory boards and commissions of either a permanent or temporary nature to study and/or make recommendations on designated issues. The list of boards and commissions shall be maintained and on file in the office of the City Clerk. Certain powers may be delegated to boards and commissions as provided for by statute. Boards and commissions of a permanent nature shall be established by ordinance and members appointed by the Mayor with the consent of the City Council. Boards and Commissions shall conduct their meetings in compliance with the open meetings law, shall maintain minutes of all meetings, and shall submit their minutes to the City Clerk in writing in a timely manner.

SECTION II. That a new Article 2 of Chapter Two, of the Fremont Municipal Code titled Elected Officials be adopted:

**§2-201 Mayor; Powers; Duties**

The Mayor shall be elected at large to serve a four (4) year term of office. The Mayor shall preside at all the meetings of the City Council and shall have the right to vote when his vote shall be decisive and the City Council is equally divided on any pending matter, legislation, or transaction and the Mayor shall, for the purpose of such vote, be deemed to be a member of the Council. He shall have the superintending control of all the officers and affairs of the City and shall take care that the State and City law are complied with. He may administer oaths, and shall sign the commissions and appointments of all the officers appointed in the City. The Mayor may have such jurisdiction as may be vested in him by ordinance over all places within two (2) miles of the corporate limits of the City for the enforcement of health or quarantine laws and the regulation thereof. The Mayor shall have the power after the conviction of any person to remit fines and forfeitures, and to grant reprieves and pardons for all offenses arising under the laws of the City.

**§2-202 Mayor; Veto Powers; Passage Over Veto.**

The Mayor shall have the power to approve or veto any ordinance passed by the City Council, and to approve or veto any order, bylaw, resolution, award of or vote to enter into any contract, or the allowance of any claim; provided, that any ordinance, order, bylaw, resolution, award, or vote to enter into any contract, or the allowance of any claim vetoed by the Mayor may be passed over his veto by a vote of two-thirds (2/3) of all the members elected to the City Council. If the Mayor neglects or refuses to sign any ordinance, order, bylaw, resolution, award, or vote to enter into any contract, or the allowance of any claim, and returns the same with his objection in writing at the next regular meeting of the Council, the same shall become law without his signature. The Mayor may veto any item or items of any appropriation bill, and approve the remainder thereof. The item or items so vetoed may be passed by the Council over his veto as in other cases.

**§2-203 Council; Authority; Duties.**

Two (2) City Council Members shall be elected for a four (4) year term from each ward. One (1) Council Member from each ward shall be elected at each election, so that terms are staggered. They shall be electors of the City and residents of the ward from which they were elected.

The Council can bind the City of Fremont, Nebraska, by their acts only when they are duly assembled at a regular or special meeting. The City Council shall do all things necessary to comply with, and enforce the ordinances of the City of Fremont and the laws of the State of Nebraska relating to cities of the first class.

The City Council specifically reserves the right to make inquiries of any personnel relative to municipal activities. The City Council may, by motion or resolution, adopt appropriate personnel rules, and amend such rules in the same manner from time to time.

**§2-204 Council President; Election; Term; Duties.**

The City Council shall elect one (1) of its own body every two (2) years who shall be styled the President of the Council, and who shall preside at all meetings of the City Council in the absence of the Mayor. In the absence of the Mayor, and the President of the Council, the City Council shall elect one (1) of its own body to occupy his place temporarily, who shall be styled Acting President of the Council. Both the President of the Council and the Acting President of the Council, when occupying the position of the Mayor, shall have the same privileges as the other members of the City Council, and all acts of the President of the Council, or Acting President of the Council, while so acting, shall be as binding upon the City Council, and upon the City as if done by the elected Mayor.

In the event that there is a vacancy in the office of Mayor, or in the event the Mayor is absent or unable to fulfill the duties and obligations of his office, the President of the Council shall exercise the powers and duties of the office until the vacancy shall be filled, such disability is removed, or in the case of temporary absence, until the Mayor returns.

**§2-205 Mayor and Council; Benefit Plans.**

The Mayor and members of the City Council shall be eligible, at their option, and at their full expense, to participate in the City sponsored medical insurance program.

**§2-206 Bonds for Elected Officials.**

Before entering upon the duties of their office, the following named elective officers of the city are hereby required to give bonds and security as provided by law for the faithful performance of their duties, which bonds shall be approved by the city council and shall be given for the following sums:

| | |
|---|---|
| Mayor | $ 10,000 |
| City Council Member | $ 1,000 |

**§2-207 Elected Officials; Participation in City Authorized Keno Lottery Operations; Restrictions.**

The Mayor and members of the City Council and their spouses shall, neither directly or indirectly, during their terms of office and for one (1) year thereafter own any interest in or be employed by, or in any manner receive, either directly or indirectly, compensation, remuneration, payments or other thing of value from the City's appointed keno lottery contractor, from any parent, subsidiary or affiliate entity of said contractor, or from any person owning an interest or working for any of the foregoing or promoting the interests thereof.

**§2-208 Removal of Elected Official for Misconduct.**

Any elected official of the city may be removed from office for misconduct or malfeasance pursuant to state statute by the Mayor and Council in the following manner:

Upon the filing of written charges signed and verified, charging any such officer with misconduct, the Council shall by resolution set a time for hearing not less than five days nor more than ten days subsequent to the passage of such resolution for a hearing on such charge. At such hearing, the officer whose conduct shall have been called into question shall have the right to be present to interrogate witnesses, to be represented by counsel, and either in person or by counsel make a statement or argument to the council. The City Attorney shall act as prosecuting attorney and shall have the right to examine or cross examine each witness presented and to make any statement or argument to the Council. If upon such hearing, the Council shall by a three-fourths vote of all the Council Members, find or determine that the officer in question has been guilty of misconduct rendering him or her an unfit person to hold such office, then the City Council may declare such office vacant and such office shall then be vacant forthwith.

§2-209 **Filling Vacancies for Elective Officers**.

The Mayor shall fill by appointment any vacancy which may exist, caused by death, resignation or disability of any elective officer of the City. Such appointment of the Mayor shall be subject, however, to approval of the majority of the Council in accordance with Nebraska Revised Statute 32-560.

§2-210 **Contracts; Interest of Officers Prohibited; Exceptions**.

No officer, elected or appointed, or member of any appointed board or commission having authority to commit public funds for expenditure of the City of Fremont shall be interested, directly or indirectly, in any contract to which the City is a party unless said officer or member demonstrates full compliance with the Nebraska Political Accountability and Disclosure Act, and the expenditure is specifically appropriated and ordered by a vote of three-fourths (3/4) of all the members elected to the Council. No contract may be divided for the purpose of evading the requirements of this section. Violation of the provisions of this section shall void the obligation of such contract on the part of the City, and shall constitute a misdemeanor.

SECTION III. That a new Article 3 of Chapter Two, of the Fremont Municipal Code titled Ordinances and Resolutions be adopted:

§2-301 **Ordinances; Appropriation Of Money**.

All ordinances, resolutions, or orders for the appropriation or payment of money shall require for their passage or adoption the concurrence of a majority of all members elected to the Council. The Mayor may vote on any such matter when his or her vote will provide the additional vote required to create a number of votes equal to a majority of the number of members elected to the Council, and the Mayor shall, for the purpose of such vote, be deemed to be a member of the Council.

§2-302 **Ordinances; Reading**.

Ordinances of a general or permanent nature shall be read by title on three (3) different days unless three-fourths (3/4) of the members of the Governing Body vote to suspend this requirement, except that such requirement shall not be suspended for any ordinance for the annexation of territory. In the case such requirement is suspended, the ordinance shall be read by title or number and then moved for final passage. Three-fourths (3/4) of the members of the Council members may require a reading of any such ordinance in full before enactment under either procedure set out in this section.

§2-303 **Ordinances; Publication**.

All ordinances of a general nature shall, within fifteen (15) days after they are passed, be published one (1) time either in some newspaper published within the Municipality or in pamphlet form.

§2-304 **Ordinances; Style**.

The style of all City ordinances shall be: "Be it ordained by the Mayor and Council of the City of Fremont, Nebraska."

§2-305 **Ordinances; Title**.

No ordinance shall contain a subject not clearly expressed in its title.

§2-306 **Ordinances; Effective Date; Emergency Ordinances.**

(1) Except as provided in section 2-213 and subsection (2) of this section, an ordinance for the government of the Municipality which has been adopted by the Governing Body without submission to the voters of the Municipality shall not go into effect until fifteen (15) days after the passage of the ordinance.

(2) In the case of riots, infectious diseases or other impending danger, or any other emergency

requiring its immediate operation, an ordinance shall take effect upon the proclamation of the Mayor immediately upon the first publication of the ordinance.

**§2-307 Ordinances; Amendments And Revisions.**

No ordinance or section thereof shall be revised or amended unless the new ordinance contains the entire ordinance or section as revised or amended, and the ordinance or section so amended is repealed, except that an ordinance revising all the ordinances of the Municipality and modifications to zoning or building districts may be adopted as otherwise provided by law.

**§2-308 Resolution and Motions.**

(1) Resolutions presented to the Council shall be written and contain no subject not clearly expressed in the title. The issue raised by said resolutions shall be disposed of in accordance with the usage of parliamentary law adopted for the guidance of the Council. Unless otherwise provided, an affirmative vote of four (4) Council members shall be required to pass any resolution, when four (4) shall represent the majority of Council members present.

(2) The Council may dispose of any agenda item not otherwise requiring the enactment of an ordinance or passage of formal resolution by motion in accordance with the usage of parliamentary law adopted for the guidance of Council. The subject of the motion shall be clearly stated by the moving party and recorded by the Clerk. Unless otherwise provided, a majority vote of Council members present shall be required to pass any motion.

(3) The Mayor may vote on any such matter when his vote would be decisive, and the Mayor shall, for the purpose of such vote, be deemed to be a member of the Council. The vote on any resolution or motion shall be viva voce and "yeas" and "nays" thereon shall be recorded by the Clerk. The requirement of a roll call or viva voce vote may be satisfied by an electronic voting device which allows the "yeas" and "nays" of each Council member to be readily seen by the public.

SECTION IV. That a new Article 4 of Chapter Two, of the Fremont Municipal Code titled Wards be adopted:

**§2-401 Election Wards and Districts.**

All elective city officers shall be nominated and elected on a nonpartisan ballot.

**First Ward**

The First Ward of the City shall consist of all that part of the City lying and being east of "C" Street extended north to the City limits; thence south to Twenty-first (21st) Street; thence east to Union Street; thence south to Tenth (10th) Street; thence east to Logan Street; thence south to Ninth (9th) Street; thence east to Lincoln Avenue; thence north to Phelps Avenue; thence east to Luther Road; thence south to the south line of Brentwood Park Fourth Addition and to the City limits; thence east to the City limits; thence north to the City limits; thence east to the City limits; thence north to the City limits; thence east to Johnson Road; thence east to the East City limits.

**Second Ward**

The Second Ward of the City shall consist of all that part of the City lying and being West of "C" extended north to the City limits; thence south to Twenty-first (21st) Street; thence east to Union Street; thence south to 11th Street; thence west to Nye Avenue; thence south to 10th Street; thence west to Somers Avenue; thence north to Twenty-third (23rd) Street; thence west to the City limits.

**Third Ward**

The Third Ward of the City shall consist of all that part of the City lying west and being south of Twenty-

third (23rd) Street extended west to the City limits; thence east to Somers Avenue; thence south to Tenth (10th) Street; thence east to Nye Avenue; thence north to Eleventh (11th) Street; thence east to Union Street; thence south to Tenth (10th) Street; thence east to Clarkson Street; thence south to Eighth (8th) Street; thence east to Platte Avenue; thence south to the City limits.

**Fourth Ward**

The Fourth Ward of the City shall consist of all that part of the City lying east of Platte Avenue extended to the south City limits; thence north to Eighth (8th) Street; thence west to Clarkson Street; thence north to Tenth (10th) Street; thence east to Logan Street; thence south to Ninth (9th) Street; thence east to Lincoln Avenue; thence north to Phelps Avenue; thence east to Luther Road; thence south to the south City limits and the south line of Brentwood Park 4th Addition; thence east to the City limits; thence north to the City limits; thence east to the City limits.

**Election Districts – First Ward**

The First Ward of the City is hereby divided into five (5) election districts as follows:

First District. The First Election District "1-A" shall consist of all that part of the First Ward north of Sixteenth (16th) Street and south of Twenty-Third (23rd) Street between Platte Avenue and Clarmar Avenue and all that part of the First Ward north of Twenty-Third (23rd) Street and south of the 27th Street between Platte Avenue extended north and Laverna Street.

Second District. The Second Election District "1-B" shall consist of all that part of the First Ward lying and being south of Sixteenth (16th) Street and west of Lincoln Street.

Third District. The Third Election District "1-C" shall consist of that part of the First Ward lying south of Sixteenth (16th) Street and lying east of Lincoln Street.

Fourth District. The Fourth Election District "1-D" shall consist of all that part of the First Ward lying north of Sixteenth (16th) Street and lying west of Platte Avenue and Platte Avenue extended north of Twenty-third (23rd) Street.

Fifth District. The Fifth Election District "1-E" shall consist of that part of the First Ward between Sixteenth (16th) Street and Twenty-third (23rd) Street lying east of Clarmar Avenue, that part of the First Ward lying north of 27th Street and west of Laverna Street, and that part of the First Ward north of Twenty-third (23rd) Street lying east of Laverna Street.

**Election District – Second Ward**

The Second Ward is hereby divided into five (5) election districts as follows:

First District. The First Election District "2-A" shall consist of that part of the Second Ward lying between Broad Street and Union Street and between Nineteenth (19th) Street and Eleventh (11th) Street.

Second District. The Second Election District "2-B" shall consist of that part of the Second Ward between Broad Street and Somers Avenue south of Seventeenth (17th) Street.

Third District. The Third Election District "2-C" shall consist of that part of the Second Ward lying and being north of Twenty-third (23rd) Street and west of Somers Avenue.

Fourth District. The Fourth Election District "2-D" shall consist of all of the Second Ward lying and being north of Twenty-third (23rd) Street and east of Somers Avenue and lying and being east of Somers

Avenue and lying and being east of Broad Street between Nineteenth (19th) Street and Twenty-third (23rd) Street.

Fifth District. The Fifth Election District "2-E" shall consist of all of the Second Ward lying and being east of Somers Avenue and west of Broad Street, between Sixteenth (16th) Street and Twenty-third (23rd) Street.

**Election Districts – Third Ward**
The Third Ward is hereby divided into five (5) election districts as follows:

First District. The First Election District "3A" shall consist of that part of the Third Ward lying east of Somers Avenue and south of Tenth (10th) Street; thence east to Nye Avenue; thence north to Eleventh (11th) Street; thence east to "D" Street; thence south to Military Avenue; thence west to Somers Avenue.
Second District. The Second Election District "3B" shall consist of all that part of the Third Ward lying and being east of Pierce Street and west of "D" Street, between Military Avenue and the Union Pacific Railroad.

Third District. The Third Election District "3-C" shall consist of all that part of the Third Ward lying and being south of the Union Pacific Railroad and west of "D" Street.

Fourth District. The Fourth Election District "3-D" shall consist of all that part of the Third Ward lying and being west of Somers Avenue and north of Military Avenue and all that part of the Third Ward lying and being south of Military Avenue and west of Pierce Street.

Fifth District. The Fifth Election District "3-E" shall consist of all that part of the Third Ward lying and being east of "D" Street and south of Eleventh (11th) Street; thence east to Union Street; thence south to Tenth (10th) Street; thence east to Clarkson; thence south to Eighth (8th) Street; thence east to Platte Avenue.

**Election District – Fourth Ward**
The Fourth Ward shall be divided into five (5) election districts as follows:

First District. The First Election District "4-A" shall consist of all that portion of the Fourth Ward from Lincoln Avenue to Howard Street, between First (1st) Street and Ninth (9th) Street, from Lincoln Avenue to Clarmar Avenue, between Cuming Street and First (1st) Street, and from Garfield Street to Clarmar Avenue, between Railroad Street and Cuming Street.

Second District. The Second Election District "4-B" shall consist of all that portion of the Fourth Ward from Bell Street to Lincoln Avenue, between Cuming Street and Ninth (9th) Street and from Bell Street to Garfield Street between Railroad Street and Cuming Street.

Third District. The Third Election District "4-C" shall consist of all that portion of the Fourth Ward lying north of the south City limits and east of Clarmar Avenue; thence north to First (1st) Street; thence east to Howard Street; thence north to Military Avenue; thence east to Luther Road; thence east to the east City limits.

Fourth District. The Fourth Election District "4-D" shall consist of that portion of the Fourth Ward lying north of Military Avenue and east of Howard Street; thence north to Ninth (9th) Street; thence west to Lincoln Street; thence north to Phelps Avenue; thence east to Luther Road; thence south to the north City limits and the north line of Day Acres Third Addition; thence east to the northeast corner of Day

Acres Fourth Addition; thence north to the north City limits.

Fifth District. The Fifth Election District "4-E" shall consist of all that portion of the Fourth Ward lying north of the south City Limits and east of Platte Avenue; thence north to Eighth (8th) Street; thence west to Clarkson Street; thence north to Tenth (10th) Street; thence east to Logan Street; thence south to Ninth (9th) Street; thence east to Bell Street; thence south to the south City Limits.

SECTION V. That a new Article 5 of Chapter Two, of the Fremont Municipal Code titled Appointed and Hired Officials be adopted:

**§2-501 Officers: Appointive**

The following shall constitute the statutory officers of the City of Fremont which shall be appointed by the Mayor and approved by the City Council. These officers shall hold office until the end of the Mayor's term and until their successors are appointed and qualified. These appointive officers may be removed at any time by the Mayor, with the approval of a majority of the City Council:

City Administrator
City Attorney
City Clerk/Treasurer
City Engineer/Public Works Director
City Physician
Utilities General Manager

**§2-502 Hired Officials**

The officials set forth below shall be hired officials which shall be selected for employment by the city as set forth in the personnel rules and regulations. All of the hired officials shall be subject to the personnel rules of the City of Fremont as adopted by resolution. The personnel rules are supplemental to the Civil Service rules for the officials set forth in subparagraph (B). The discipline and/or removal of the officials listed in subparagraphs (A) shall be governed by the City's personnel rules. The discipline and/or removal of the officials listed in subparagraph (B) shall be governed by the City's personnel and Civil Service rules.

(A) The following shall constitute the general officials of the City of Fremont:

Finance Director
Chief Building Inspector
Human Resources Manager
Director of Parks and Recreation
Library Director
Planning Director
Information Systems Manager

(B) The following shall constitute the officials subject to the Civil Service rules of the City of Fremont:

Fire Chief
Police Chief

**§2-503 Bonds for Appointed Officials.**

Before entering upon the duties of their employment, the following named appointed officials and employees of the city are hereby required to give bond and security as provided by law for the faithful

performance of their duties, which bond shall be approved by the City Council and shall be given for the following sums:

| | |
|---|---|
| City Treasurer | $100,000 |
| Director of Finance | $250,000 |
| City Administrator | $100,000 |

**§2-504 Ratification of Retirement and Pension Plans.**

The City hereby affirms and ratifies the existing pension and retirement plans it has established which specifically includes the following plans:

(1) A Police Officers Retirement System Fund and retirement plan pursuant to Neb. R.R.S. §16-1001 et seq;

(2) A Fire Fighters Retirement System Fund and retirement plan pursuant to Neb. R.R.S. §16-1020 et seq;

(3) A general employee pension fund and pension plan pursuant to Neb. R.R.S. §19-3501.

Said funds and plans are hereby ratified and confirmed.

**§2-505 Participation in City Authorized Keno Lottery Operations; Restrictions**

The City Administrator, Treasurer and Finance Director and their spouses shall, neither directly or indirectly, during their terms of office and for one (1) year thereafter own any interest in or be employed by, or in any manner receive, either directly or indirectly, compensation, remuneration, payments or other thing of value from the City's appointed keno lottery contractor, from any parent, subsidiary or affiliate entity of said contractor, or from any person owning an interest or working for any of the foregoing or promoting the interests thereof. The City Administrator, Treasurer and Finance Director shall not play the lottery during their terms of office.

**§2-506 City Administrator; Appointment; Duties.**

There is hereby created the office of City Administrator. The purpose of the office of the City Administrator is to provide the centralization of the administrative responsibilities. The City Administrator shall be appointed by the Mayor by and with the consent of the City Council or a majority of the same. The employment of the City Administrator may be administered by a negotiated contract.

The Mayor and Council shall determine all Municipal policies, adopt ordinances and resolutions and vote all appropriations. The Mayor and Council are the Governing Body of the City, and the City Administrator is its agent in carrying out the policies and directions which the Mayor and Council shall determine. The City Administrator may be removed at pleasure by vote of a majority of all members of the Council with the approval of the Mayor.

The City Administrator shall be the administrative head of the City government under the direction and control of the Mayor and Council. The Administrator shall be responsible to the Mayor and Council for the efficient administration of all affairs of the City which are under the Mayor and Council's control. In relation to the efficient administration of the affairs of the City, the City Administrator shall work within the policies set forth by the Mayor and Council.

The City Administrator shall deal with the Mayor and Council as a body on all official City affairs. Any and all reports and communications shall go to the Mayor and all members of the Council. The Mayor and individual members of the City Council may require reports from the office of the City Administrator on any specific City activity in addition to the regular reports. The Mayor and Council reserve the right to make inquiries of City personnel relative to City activities. The individual members of the City Council shall deal with personnel through the City Administrator. The salary of the City Administrator shall be established by ordinance.

**§2-507 City Administrator; Qualifications.**

The City Administrator shall be chosen on the basis of executive and administrative qualifications with special reference to actual experience, or knowledge of accepted practice in respect to the duties of the office. At the time of appointment, the City Administrator need not be a resident of Fremont, Nebraska, but during the term of office he or she shall reside within the city limits.

**§2-508 City Administrator; Duties; General.**

A. Recommend to the Mayor and Council the appointment and dismissal of Appointed and Hired Officials. The City Administrator may appoint, discipline, transfer and dismiss all subordinate employees of the City except Civil Service and Utility employees.

B. Administer all departments and divisions of the City government which are under the Mayor and Council's direction, except the office of the City Attorney, City Physician, Department of Utilities, Civil Service. The City Administrator will be available to assist these offices in any administrative matter and will assist the Mayor and Council in the coordination of these activities.

C. Recommend to the Mayor and Council for adoption such measures and ordinances as are deemed necessary or expedient.

**§2-509 City Attorney; Duties.**

The City Attorney shall be the legal advisor of the Council and City officers. The City Attorney shall commence, and defend all suits and actions necessary to be commenced, or defended on behalf of the City, or that may be ordered by the Council. The City Attorney shall attend meetings of the Council and give opinion upon any matter submitted, either orally or in writing as may be required. The City Attorney shall draw all ordinances, contracts and other documents requested by the Mayor and Council. The Mayor and City Council shall have the right to pay the City Attorney additional compensation for legal services performed for the City or to employ additional legal assistance and to pay for such legal assistance out of the funds of the City. The Board of Public Works of the City whenever the City Council has so authorized by ordinance shall have the right to pay the City Attorney additional compensation for legal services performed for the Board of Public Works or to employ additional legal assistance other than the City Attorney and pay for such legal assistance out of funds disbursed under the order of the Board of Public Works. The City Attorney may be removed at the pleasure of the Mayor with the consent of the Council. The salary of the City Attorney shall be established by ordinance.

Among the duties of the City Attorney shall be that of representing as counsel, without charge to the persons represented, any city officer or employee in connection with any claim, suit for damages, or other action against such person arising in connection with the performance by such officer or employee of his or her public duties; provided that such employee or officer may have his or her own counsel to assist in the defense, at the expense of the employee or officer. *Officer* shall include any elected, appointed, or hired official of the city and *Employee* shall include all employees of the city, whether under Civil Service or not.

Any officer or employee who is held liable for the payment of any claims or damages, by way of judgment or settlement, shall be entitled to indemnification by the city, where the acts resulting in such liability were done in good faith, without malice, within the scope of authority of the employee or officer.

Nothing in this Article shall be construed as waiving the city's defense of governmental immunity to it or its employees or officers in any action brought against the city or such officer or employee.

The provisions of this Article shall apply only where the city has been given notice of any actions brought against any city employee or officer, based upon any action of such employee or officer within the scope of his or her authority as such.

Nothing in this Article or in any ordinance of the city, and nothing in any agreement with the city attorney shall be construed to require the city attorney to provide legal services in any manner which

would cause the attorney to be involved in a conflict of interest.

**§2-510 City Clerk/Treasurer; Duties.**

There is hereby created the office and position of City Clerk/Treasurer. The City Clerk/Treasurer shall be appointed by the Mayor with approval of a majority of the City Council. The City Clerk shall have the custody of all laws, ordinances and official records, and keep a correct journal of the proceedings of the Council, and perform all other duties and meet all requirements imposed by law upon the position or office of City Clerk/Treasurer. The City Clerk/Treasurer may be removed at the pleasure of the Mayor with the consent of the Council. The official Corporate Seal of the City shall be kept in the office of the City Clerk, and shall bear the following inscription, 'THE CITY OF FREMONT, June 17, 1871. The Pathfinder, Gen. John C. Fremont."

**§2-511 City Engineer; Duties.**

The City Engineer shall be appointed by the Mayor by and with the consent of the Council. Except when some other person is specifically appointed, the Engineer shall be and assume the duties of the Director of Public Works. The Engineer may be removed at the pleasure of the Mayor with the consent of the Council. The City Engineer shall make estimates of the cost of labor and material which may be done or furnished by contract with the City, and make all surveys, estimates, and calculations necessary to be made for the establishment of grades, building of culverts, sewers, electric light system, waterworks, power plant, public heating system, bridges, curbing, gutters, the improvement of streets, and the erection and repair of buildings. The Engineer shall perform such additional duties required. The salary of the City Engineer shall be fixed by ordinance.

**§2-512 Director of Public Works; Duties.**

The Director of Public Works shall be under the immediate supervision of the City Administrator. The Director of Public Works shall have general charge, direction, and control over all work on the streets, sidewalks, culverts, and bridges of the City except where some other official is specifically designated as the official in charge of such improvements. He shall consult with the Division Supervisors concerning problems, programs, and policies in force; provide technical and engineering advice to the Mayor, City Council, City Administrator, and other City departments concerning public works programs and operating problems; organize, coordinate, direct, and supervise staff; assist division heads in determining expenditure requirements; prepare budget, review and approve requisitions, specifications, and purchase orders covering all individual expenditures of a public works nature; participate in engineering work; make studies analyzing operative reports of each division and develop programs to reduce cost or improve service; direct and participate in long-range planning; prepare long-range projections; investigate additional service areas. It shall be the Public Works Director's duty to see that sidewalks and the sidewalk space are not unlawfully occupied. He shall have the authority to go upon private property at reasonable hours in the exercise of official duties. He shall serve or cause to be served all notices pertaining to sidewalks, streets, alleys, and other property unless some other official is specifically required to serve such notices. The Director of Public Works may be removed at the pleasure of the Mayor with the consent of the Council.

**§2-513 City Physician; Duties.**

The City Physician shall be a member of the Board of Health and shall perform all duties devolving upon them in such capacity. It shall be the duty in all cases of injury to the person, in cases wherein a liability for such injury may be asserted against the City, to investigate such injury and the extent thereof and the circumstances and condition of the person so injured, and report the same in writing with such other particulars as may have come to his/her knowledge relating to such injury to the Mayor. The City Physician shall perform such other duties as may be required by the Mayor and Council.

The City Physician shall exercise special care with regard to the sanitary conditions of the City,

and shall from time to time report to the Mayor and Council such measures and recommendations in relation thereto as deemed proper. The City Physician may be removed at the pleasure of the Mayor with the consent of the Council.

**§2-514 Utilities General Manager; Duties.**

The Utilities General Manager shall be appointed by the Mayor with approval of a majority of the City Council. The term of the office of the Utilities General Manager shall extend until the end of the Mayor's term of office or until his successor shall be appointed and qualified. The employment of the Utilities General Manager may be administered by a negotiated contract. The Utilities General Manager shall be under the direction and control of the Board of Public Works at all times. He shall have administrative control over the Gas, Sewer, Water and Electric Divisions of the City and shall enforce the laws relating to said departments as well as carry out any order or directive of the Board of Public Works. The Utilities General Manager, or his duly authorized agents, shall have free access at proper hours of the day to all parts of each premise and building to or in which gas, water, sewer or electric service is furnished to examine the pipes, fixtures, wires and connections and ascertain whether there is any disrepair or violation of City law. The salary of the Utilities shall be fixed by ordinance.

SECTION VI. That a new Article 6 of Chapter Two, of the Fremont Municipal Code titled Penal Provision be adopted:

**§2-601 Violation, Penalty.**

Any person who violates any of the prohibitions or provisions of any Article or section of this Chapter shall be deemed guilty of a misdemeanor. Unless otherwise specified in the particular Article or section for which the person stands convicted of violating, the penalty for such violation shall be in any amount not to exceed one thousand dollars ($1,000.00) and/or imprisonment for any length of time not to exceed three (3) months, in the discretion of the court.

Section V. The original Chapter Two of the Municipal Code of the City of Fremont, Nebraska, Ordinance No. 3139, and any other ordinances or parts of ordinances of the City of Fremont in conflict herewith are hereby repealed.

Section VI. 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 APPROVE THIS 11TH DAY OF JUNE, 2013.

Scott Getzschman

SCOTT GETZSCHMAN, MAYOR

ATTEST:

THE CITY OF FREMONT
THE PATHFINDER
GEN. JOHN C. FREMONT
JUNE 17, 1871.

Kimberly Volk

Kimberly Volk, MMC, City Clerk

**ORDINANCE NO. 5518**

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 3, ARTICLE 7, SECTION 3-701 OF THE FREMNT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PART OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, 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**. Chapter 3, Article 7, Section 3-701 – Municipal Library; operation and funding.

The City owns and manages the City Library, Reading Room, Art Gallery, and Museum through the Library Board. The City Council, for the purpose of defraying the cost of the management, purchases, improvements, and maintenance of the Library may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the City that is subject to taxation. The revenue from the said tax shall be known as the Library Fund and shall include all gifts, grants, deeds of conveyance, bequests, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the City Library. The Library Fund shall at all times be in the custody of the Director of Finance. ~~The Board shall have the power and authority to appoint the librarian and to hire such other employees as they may deem necessary and may pass such other rules and regulations for the operation of the Library, Reading Room, Art Gallery, and Museum as may be proper for their efficient operation.~~

**SECTION II. REPEAL OF CONFLICTING ORDINANCES.** That and any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION III. 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 January 29, 2020 and distributed as a City Ordinance.

PASSED AND APPROVED THIS ____ DAY OF _____, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# NEBRASKA LIBRARY COMMISSION MANUAL
# &
# MUNICIPAL CODE EXCERPTS
### (LIBRARY BOARD'S WITH GOVERNING DUTIES IN NEBRASKA)

## Nebraska Library Commission - Important Manual Statements

Source:
http://nlc.nebraska.gov/trustees/boardmanual/

"Please note that the terms "library board" and "board members" as used in this manual are interchangeable with "board of trustees" and "library trustees." Although most library boards in Nebraska are "governing boards," there are some that are "advisory boards," and some that are "hybrids." In this manual, "library board" refers to a governing board, unless the term "advisory" is specifically used."

"With few exceptions, Nebraska public library boards are administrative/governing boards and carry responsibility for the library and its policies. Traditionally, library boards have had the power to control library expenditures and to make rules and regulations for library use. Boards also have been empowered to hire the library director and to establish personnel policies, although library personnel policies and administrative procedures must be approved by the city council or village board prior to implementation. In some Nebraska communities, some of the administrative responsibilities of the library are shared with or supervised by municipal officials or staff, and the board functions as both a governing/administrative and an advisory board depending upon which issues are under consideration."

"Some public libraries in Nebraska in cities of the first class are organized under Chapter 16 (Neb. Rev. Stat. § 16-251) have library boards selected in accordance with local ordinances. All libraries in communities with fewer than 5,000 inhabitants have governing library boards. Cities of the first class and larger have the option of having either advisory or governing boards, as determined by their city councils. Boards organized under Chapter 16 are advisory boards rather than governing/administrative. Advisory boards recommend policies and regulations, but final administrative authority rests with the city manager/administrator and city council. Advisory boards recommend policies and regulations, but final administrative

authority rests with the city manager/administrator and city council."

"Some library boards incorporate some of the responsibilities of a governing board and some of an advisory board—a hybrid that has evolved to best serve their communities."

"An advisory library board is appointed by the governing body of which the library is a unit (i.e., the city council). The duties and responsibilities of the advisory board vary with the laws and ordinances under which the library was created and operates. In most instances, the advisory board acts as a liaison between the community and the governing body to promote the library's services and programs. Some library boards incorporate some of the responsibilities of a governing board and some of an advisory board - a hybrid that has evolved to best serve their communities."

# Municipal Code Key Excerpts - 1st Class Cities

**Source:**
**http://www.nebraskaccess.nebraska.gov/municipalcodes.asp**

**Grand Island**

**§19-5. Library Board; Powers Generally**

The board of directors of the public library shall have power to purchase or lease grounds, to exercise the power of eminent domain and to condemn real estate for the purpose of securing a site for a library building; to erect, lease or occupy any appropriate building for the use of such library; to appoint a suitable librarian and assistants, to fix their compensation and to remove their appointments in accordance with the Personnel Rules of the City; to establish regulations for the government of such library as may be deemed necessary for its preservation and to maintain its usefulness and efficiency; to fix and impose by general rules, penalties and forfeitures for trespasses or injury upon or to the library, grounds, rooms, books or other property, or the failure to return any book, or for any violation of any bylaw or regulation; and to exercise such power as may be necessary to carry out the spirit and intent of Neb. Rev. Stat. §51-201 through §51-219 and to carry out the provisions of this chapter in establishing and maintaining the public library and reading rooms.

Amended by Ordinance No. 8977, effective 06-08-2005

**North Plate**

§ 92.01 OPERATION AND FUNDING.

The city owns and manages the City Library. A separate accounting of all gifts, grants, deeds of conveyance, bequests or other valuable income-producing personal property and real estate from any source for the purpose of endowing the City Library shall be kept and used for the benefit of the Library. The funds shall, at all times, be in the custody of the City Treasurer. The Mayor with the consent of a majority of Council shall have the power and authority to appoint the Librarian. The Librarian shall hire such other employees as the Mayor and Council may deem necessary. The Mayor and Council may pass such other rules and regulations for the operation of the Library as may be proper for its efficient operation.
(Prior Code, § 32-1)

**Columbus**

§ 32.067 BYLAWS.

Provide that the Members shall adopt and maintain by which shall govern the organization and function of the Board.

§ 32.068 POWERS.

The Members shall have such powers as are set forth in the statutes of the State and such as are herein or may hereafter be conferred upon them by the City Council by ordinance or resolution. The Members shall select and appoint the Library Director to serve at the pleasure of the Board at a salary set by the City's pay plan, subject to the applicable ordinances and rules governing City personnel.
('63 Code, § 2-5-4)

**Beatrice**

**Sec. 12-21. - Powers, duties generally.**

The library board shall have such powers and perform such duties as are conferred and required by state law.
Code 1971, § 19-21

**Lexington**

**Sec. 2-301. - Municipal library established; library board.**

Under the provisions of R.R.S. 1943, ch. 51, art. 2 (R.R.S. 1943, § 51-201 et seq.), there is established a municipal library. The manner of operation, control, appointment of the library board and all matters pertaining thereto shall be as provided by such statute.
(Code 1970, § 1-601; Code 1990, § 2-3)

**Gering**

**§ 90.02 GENERAL POWERS AND DUTIES.**
(A) The Library Board shall have the power to make and adopt such bylaws, rules, and regulations for its own guidance and for the government of the library and reading room as it may deem expedient, not inconsistent with Neb. RS 51-201 through 51-219.
(Neb. RS 51-205)

(C) The Library Board shall have the power to appoint a suitable librarian and assistants, to fix their compensation, and to remove such appointees at pleasure. It shall have the power to establish rules and regulations for the government of the library as may be deemed necessary for its preservation and to maintain its usefulness and efficiency. It shall have the power to fix and impose, by general rules, penalties and forfeitures for trespasses upon or injury to the library grounds, rooms, books, or other property, for failure to return any book, or for violation of any bylaw, rule, or regulation. The Board shall have and exercise such power as may be necessary to carry out the spirit and intent of Neb. RS 51-201 through 51-219 in establishing and maintaining the library and reading room.
(Neb. RS 51-211)

**Chadron**

The Library Board consists of 5 members, who shall be appointed by a majority vote of the members of the City Council from the citizens at large, of which Board, the Mayor nor any members of the City Council shall be a member. The terms are for 4 years and expire June 30. State Statute 51-202 and Ordinance No. 1000, Section 9-103

**Wayne**

WAYNE PUBLIC LIBRARY POLICIES
Adopted with revisions 6/6/2017

PERSONNEL
A. Employment
1. Selection of staff members is based solely upon merit, with due consideration of personal, educational, and physical qualifications of training and aptitudes for the positions, regardless of race, color, creed, age or gender. Performance evaluations will be completed annually.

2. All city requirements for employment will be followed.

3. All appointments are made for a probationary period of six months. An employee may be released by the librarian at any time during the probationary period, after being given two weeks' notice, if his/her services are unsatisfactory or if they prove to be unqualified for the position to which they were appointed. This six month probationary period is a pre-requisite for permanent appointment.

4. All categories of employment shall be determined according to the city's job schedule.

5. All employees will be directly responsible to the librarian for their work requirements and conduct while on duty for the library.

6. The Library Director, the Adult Services Librarian and the Youth Services Librarian will acquire and maintain Nebraska Library Certification, as recommended by the "Fundamentals in Public Library Service, Advanced Accreditation Guidelines". The Library Director will hold at least Level III certification.

7. The Library Board will maintain board certification, as recommended by the "Fundamentals of Public Library Service, Advanced Accreditation Guidelines."

B. Salaries
1. All salaries paid to employees of the library shall be set with the approval of the Wayne Public Library Board and with budget approval of the city council.

2. All salaries will be commensurate with the duties of each employee.

3. All personnel will be paid every other week with deductions made according to the city payroll policy.

4. Salary increases are at no time automatic. Salaries may be adjusted at the discretion of the board in consideration of qualifications, tenure and quality of service rendered by the person being considered.

C. Dismissal

The librarian has the right and authority to recommend to the board dismissal from the staff of any employee whose attitude, professional ethics and conduct, or performance of duties, warrant such action. In every case the employee shall have the right to present his case both to the librarian and to the board. No staff member under permanent appointment shall have his/her services terminated without cause.

**Ralston**

§3-501 MUNICIPAL LIBRARY; OPERATION AND FUNDING.

The Municipality owns and manages the Municipal Library through the Library Board. The Governing Body, for the purpose of defraying the cost of the management, purchases, improvements, and maintenance of the Library may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the Municipality that is subject to taxation. The revenue from the said tax shall be known as the Library Fund and shall include all gifts, grants, deeds of conveyance, bequests, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the Municipal Library. The Library Fund shall at all times be in the custody of the Municipal Treasurer. The Board shall have the power and authority to appoint the librarian and to hire such other employees as they may deem necessary and may pass such other rules and regulations for the operation of the Library as may be proper for its efficient operation. All actions by the Board shall be under the supervision and control of the Governing Body. *(Ref. 16-251, 51-201, 51-202, 51-211 RS Neb.)*

**Sidney**

268.08 APPOINTMENT OF LIBRARIAN AND ASSISTANTS.

The Library Board is hereby authorized to appoint a suitable librarian and assistants, to fix their compensation, and to remove such appointees at pleasure.
(1958 Code § 20.16)

**Holdrege**

§ 3-601 OPERATION AND FUNDING.

The municipality, along with the county, owns and manages the public library through the Library Board. The governing body, for the purpose of defraying the cost of the management, purchases, improvements and maintenance of the library may each year levy a tax not exceeding the maximum limit prescribed by state law, on the actual valuation of all real estate and personal property within the municipality that is subject to taxation. The revenue from the said tax shall be known as the Library Fund and shall include all gifts, grants, deeds of conveyance, bequests or other valuable income- producing personal property and real estate from any source for the purpose of endowing the public library. The Library Fund shall at all times be in the custody of the Municipal Treasurer. The Board shall have the power and authority to appoint the librarian and to hire such other employees as it may deem necessary and may pass such other rules and regulations for the operation of the library as may be proper for its efficient operation. All actions by the Board shall be under the supervision and control of the governing body.
(2005 Code, § 3-601)

**Gretna**

**SECTION 2-103: GENERAL POWERS AND DUTIES**

A. The Library Board shall have the power to make and adopt such bylaws, rules, and regulations for its own guidance and for the government of the library and reading room as it may deem expedient, not inconsistent with Neb. Rev. Stat. §§51-201 through 51-219.

B. The Library Board shall have exclusive control of expenditures, of all money collected or donated to the credit of the Library Fund, of the renting and construction of any library building, and the supervision, care, and custody of the grounds, rooms, or buildings constructed, leased, or set apart for that purpose.

C. The Library Board shall have the power to appoint a suitable librarian and as-assistants, to fix their compensation, and to remove such appointees at the pleasure of the Library Board. The City Council shall approve any personnel administrative or compensation policy or procedure before implementation of such policy or procedure by the Library Board. It shall have the power to establish rules and regulations for the government of the library as may be deemed necessary for its preservation and to maintain its usefulness and efficiency. It shall have the power to fix and impose by general rules, penalties, and forfeitures for trespasses upon or injury to the library grounds, rooms, books, or other property, for failure to return any book, or for violation of any bylaw, rule, or regulation. The Board shall have and exercise such power as may be necessary to carry out the spirit and intent of Neb. Rev. Stat. §51-201 through 51-219 in establishing and maintaining the library and reading room.

D. All actions of the Library Board are subject to the review and supervision of the City Council.
(Neb. Rev. Stat. §51-205, 51-207, 51-211) (Ord. Nos. 778, 4/16/02; 984, 8/3/10; 1066, 8/4/15)

The librarian has the right and authority to recommend to the board dismissal from the staff of any employee whose attitude, professional ethics and conduct, or performance of duties, warrant such

action. In every case the employee shall have the right to present his case both to the librarian and to the board. No staff member under permanent appointment shall have his/her services terminated without cause.

**Municipal Class Cities**

**Omaha**

**Sec. 14-33. - Appointment of librarian.**

The library board shall have the power to appoint a suitable librarian, to fix his or her compensation, and to remove the appointee at pleasure.

**Sec. 14-34. - Adoption of rules and regulations; establishment of penalties.**

The library board shall have the power to adopt and establish such rules, by-laws and regulations for the board's guidance and for the government of the library as may be deemed necessary for its preservation and to sustain its usefulness and efficiency as the board may deem expedient, subject to the supervision and control of the mayor and city council and not inconsistent with the provisions of this chapter; and to fix and impose, by general rules, penalties and forfeitures for trespasses or injury upon or to the library buildings, grounds, rooms, books or other property, or for the failure to return any book or the violation of any rule or regulation.
(Code 1980, § 14-34)

**Lincoln**

4.20.020 Powers and Duties.
The library board shall have the power to adopt and establish such rules, by-laws and regulations for the board's guidance and for the government of the library as may be deemed necessary for its preservation and to sustain its usefulness and efficiency as the board may deem expedient, subject to the supervision and control of the mayor and city council and not inconsistent with the provisions of this chapter; and to fix and impose, by general rules, penalties and forfeitures for trespasses or injury upon or to the library buildings, grounds, rooms, books or other property, or for the failure to return any book or the violation of any rule or regulation.
(Code 1980, § 14-34)

## Mayor's Exhibit of Top 24

**(Missing 1st Class Cities: Ralston, Sidney Holdrege, Gretna**
**all would be classed as Independent)**

**Note: Independent apparently means has "governing authority"**

**Cities highlighted in YELLOW below – check above Municipal Code citations for a more complete description of Library Board's authorit**y (the YELLOW highlighted cities and those in labeled in RED cities are actually either **Independent or Hybrid**)

1. **Bellevue,** 53,505 -Advisory (16-21, ...established a library advisory board in and for the city.)

2. **Grand Island**, 51,517 - Advisory (19-4, subject to the supervision and control of the CC)
   **(HOWEVER, SEE ABOVE)**

3. **Kearney,** 33,520 -Advisory (6-201, Library Advisory Board)

4. **Fremont**, 26,519 -Advisory (3-707(e), 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; (h) All actions of the Commission shall be subject to the review and control of the City Council.)
   **(HOWEVER, SEE 3-701)**

5. **Hastings**, 24,991 -Advisory (26-106, recommend…rules and regulations for governance... subject to review and approval of the Mayor and CC)

6. **Norfolk**, 24,348- Advisory (12-5-2, Director appointed by City Administrator; 12-5-3, citizen advisory board)

7. **North Platte,** 24,110 - Advisory (33.09 (A), Library Advisory Board)
   **(HOWEVER, SEE ABOVE)**

8. **Columbus,** 22,851- Independent (32.068 Director under City pay plan and HR rules)

9. **Papillion,** 19,597 - Advisory (9-2, Library Board of Advisors)

10. **La Vista,** 17,143 -Advisory (32.01 (A), There is hereby created a Library Board of Advisors; (B) Board may recommend to the Mayor and City Council such rules...)

11. **Scottsbluff,** 14,883 - Advisory (10-1-3, Library Board shall recommend to the CC)

12. **South Sioux City,** 13,120 - Independent (2.36.030, control of expenditures... allocated for library

purposes by the CC)

13. **Beatrice,** 12,362 - Independent (12-21, ...power and perform such duties as are conferred and required by state law.)

14. **Lexington,** 10,004 - Independent, (2-310, The manner of operation, control, appointment of the library board and all matters pertaining thereto shall be as provided by such statute.)

15. **Alliance,** 8,403 -Advisory (16-49, Director appointed by City Manager; 16-50, board shall work with library director, city manager, mayor and city council in regard to operation, maintenance, and development of the public library.)

16. **Gering,** 8,360 - Independent (32.01 Library Board.)

17. **Blair,** 7,990-Advisory (2-103, Such board shall be advising and make recommendations to the CC.)

18. **York**, 7,860 -Advisory (20-1(2), establish a citizen's advisory board...)

19. **Nebraska City**, 7,349- Advisory (20-27, subject to the supervision and control of the mayor and CC)

20. **Seward,** 6,964 -Advisory (12-2.1, all actions of the board shall be subject to the review and supervision of the CC)

21. **Plattsmouth**, 6,479 -Advisory (2-704, Library Advisory Board)

22. **Schuyler,** 6,106 -Advisory (32.015 (3), The governing body of the city shall approve any personnel administrative or compensation policy or procedure before implementation of such policy or procedure by the Library Board.

23. **Chadron**, 5,725 - Independent (9-103)

24. **Wayne**, 5,573 - Independent (no reference to the Library in City Code)

# ORDINANCE NO. 5518

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 3, ARTICLE 7 OF THE FREMONT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PART OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, 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:

## ARTICLE 7. – LIBRARY

### §3-701. - Municipal Library; General Powers and Duties.

1. The City owns and manages the public Library (Keene Memorial Library) through an appointed Library Board. The City Council, for the purpose of defraying the cost of the management, purchases, improvements, and maintenance of the Library may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the City that is subject to taxation. The revenue from the said tax shall be known as the Library Fund and shall include all gifts, grants, deeds of conveyance, bequests, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the City Library. The Library Fund shall at all times be in the custody of the Director of Finance.

2. The Library Board shall have the power and authority to select and appoint a suitable librarian (Library Director) and assistants (library staff) as they may deem necessary, fix the compensation of said appointees and remove such appointees at the pleasure of the Board; the Board may also pass such other rules and regulations for the operation of the Library as may be proper for its efficient operation. Personnel administrative or compensation policies and procedures applying to a director or an employee of the Library shall be approved by the City Council prior to implementation. The Library Board shall provide input, and operate within, the constraints of the City's budget and shall adhere to other applicable employment and personnel guidelines approved by the City Council.

a) With the advice and appointment recommendation of the Library Board, the Librarian (Library Director) shall be confirmed via official appointment by the Mayor and the approval by the City Council. The Librarian shall generally supervise the property and operations of the Public Library. The Librarian shall be accountable to the Board and the approving authority.

b) The Library Director (Librarian) shall advise and serve as the liaison between the Library Board and the Mayor and City Council in regard to the implementing City Council approved policies and directives as well as the Library's budget; its daily operation, maintenance, and development; and personnel of the public library, and shall recommend to the City Council for their approval any staffing and compensation matters, and any library by-laws, rules and regulations, or changes in by-laws, rules, and regulations recommended by the Library Board for the protection and development of the public library.

3. The Library Board shall be responsible for the intellectual content and development of the library.

**§ 3-702. - Municipal Library; Damaged and Lost Materials.**

Any person who damages or fails to return any materials taken from the Library shall forfeit and pay to the Library not less than the value of the materials in addition to any replacement costs and penalty which the Library Board may assess.

**§ 3-703. - Municipal Library; Material Removal.**

It shall be unlawful for any person not authorized by the regulations made by the Library Board to take materials from the Library, without the consent of the Librarian, or an authorized employee of the Library. Any person removing materials from the Library without properly checking it out shall be subject to, and referred for, appropriate legal prosecution.

**§ 3-704. - Municipal Library; Cost and Use.**

The public library shall provide free library cards for use by the inhabitants of the City or those who own property within the City limits. The Library Director may exclude from the use of the Library any person who shall willfully violate or refuse to comply with the rules and regulations established for the government thereof.

**§ 3-705. – Municipal Library; Library Board.**

1. The Library Board shall consist of five (5) appointed members who shall reside within the City limits of Fremont, 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. The Mayor, members of the Council and City Administration, or City staff shall not be appointed to 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.

2. No member shall receive any pay or compensation for any services rendered as a member of the Library Board.

3. 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. The Library Board shall conduct their meetings in compliance with the open meetings laws of the State.

4. A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall establish regular meeting dates and meet at such times as the City Council may require. Special meetings may be held upon the call of the Chairperson, or a majority of the members of the Board.

5. All actions of the Library Board shall be subject to the review and control of the City Council.

**§ 3-706. - Library Board; annual report.**

The Library Board shall, on or before the second Monday in February, or upon request, and with advance consent of the City Council, no later than April 30 each year, make a report to the City Council the condition of its trust on the last day of the prior fiscal year. The report shall also show all money received and credited or expended; the number of materials held, including books, video and audio materials, software programs, and materials in other formats; the number of periodical subscriptions on record, including newspapers; the number of materials added and the number withdrawn from the collection during the year; the number of materials circulated during the year; and other statistics, information, and suggestions as the Library Board may deem of general interest or as the City Council may require.

**§ 3-707. - Internet access.**

It is the policy of the City of Fremont that all public internet access funded in whole or in part by the City will meet standards set by the Children's Internet Protection Act. The annual report of the Library Board shall certify compliance with the Children's Internet Protection Act.

**SECTION II. REPEAL OF CONFLICTING ORDINANCES.** That and any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION III. 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 December 27, 2019 and distributed as a City Ordinance.
PASSED AND APPROVED THIS 12th DAY OF DECEMBER, 2019.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

## ARTICLE 7. – LIBRARY

### ~~Sec.~~ §3-701. - Municipal Library; ~~operation~~General Powers and ~~funding~~Duties.

1. The City owns and manages the ~~City~~public Library~~, Reading Room, Art Gallery, and Museum~~ (Keene Memorial Library) through ~~the~~an appointed Library Board. The City Council, for the purpose of defraying the cost of the management, purchases, improvements, and maintenance of the Library may each year levy a tax not exceeding the maximum limit prescribed by State law, on the actual valuation of all real estate and personal property within the City that is subject to taxation. The revenue from the said tax shall be known as the Library Fund and shall include all gifts, grants, deeds of conveyance, bequests, or other valuable income-producing personal property and real estate from any source for the purpose of endowing the City Library. The Library Fund shall at all times be in the custody of the Director of Finance. ~~The Board shall have the power and authority to appoint the librarian and to hire such other employees as they may deem necessary and may pass such other rules and regulations for the operation of the Library, Reading Room, Art Gallery, and Museum as may be proper for their efficient operation.~~

Mayor and

2. ~~Sec.~~The Library Board shall have the power and authority to select and appoint a suitable librarian (Library Director) and assistants (library staff) as they may deem necessary, fix the compensation of said appointees and remove such appointees at the pleasure of the Board; the Board may also pass such other rules and regulations for the operation of the Library as may be proper for its efficient operation. Personnel administrative or compensation policies and procedures applying to a director or an employee of the Library shall be approved by the City Council prior to implementation. The Library Board shall provide input, and operate within, the constraints of the City's budget and shall adhere to other applicable employment and personnel guidelines approved by the City Council.

a) With the advice and appointment recommendation of the Library Board, the Librarian (Library Director) shall be confirmed via official appointment by the Mayor and the approval by the City Council. The Librarian shall generally supervise the property and operations of the Public Library. The Librarian shall be accountable to the Board and the approving authority.

b) The Library Director (Librarian) shall advise and serve as the liaison between the Library Board and the Mayor and City Council in regard to the implementing City Council approved policies and directives as well as the Library's budget; its daily operation, maintenance, and development; and personnel of the public library, and shall recommend to the City Council for their approval any staffing and compensation matters, and any library by-laws, rules and regulations, or changes in by-laws, rules, and regulations recommended by the Library Board for the protection and development of the public library.

3. The Library Board shall be responsible for the intellectual content and development of the library.

### § 3-702. - Municipal Library; Damaged and Lost ~~books~~Materials.

Any person who ~~injures~~damages or fails to return any ~~book~~materials taken from the Library shall forfeit and pay to the Library not less than the value of the ~~book~~materials in addition to any replacement costs and penalty which the Library Board may assess.

### ~~Sec.~~§ 3-703. - Municipal Library; ~~book~~Material Removal.

It shall be unlawful for any person not authorized by the regulations made by the Library Board to take ~~a book~~materials from the Library, without the consent of the Librarian, or an authorized employee of the Library. Any person removing ~~a book~~materials from the Library without properly checking it out shall be ~~deemed~~subject to ~~be guilty of a misdemeanor)~~ upon conviction, and referred for appropriate legal prosecution.

**~~Sec.~~§ 3-704. - Municipal Library; Cost ~~of~~and Use.**

The ~~Municipal~~public library shall ~~be~~provide free library cards for ~~the~~ use ~~of~~by the inhabitants of the City~~.~~ or those who own property within the City limits. The ~~Librarian~~Library Director may exclude from the use of the Library ~~and reading rooms~~ any person who shall willfully violate or refuse to comply with the rules and regulations established for the government thereof.

**~~Sec.~~§ 3-705. ~~—~~ Municipal Library; Library Board.**

~~(a)~~1. The Library Board shall consist of five (5) appointed members who shall ~~be residents~~reside within the City limits of ~~the Municipality~~Fremont, 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~~, members of the Council and City Administration, or City staff shall not be appointed to 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)~~2. No member shall receive any pay or compensation for any services rendered as a member of the Library Board.

~~(c)~~3. 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. The Library Board shall conduct their meetings in compliance with the open meetings laws of the State.

~~(d)~~4. A majority of the Board members shall constitute a quorum for the transaction of business. The Board shall establish regular meeting dates and meet at such times as the City Council may ~~designate~~require. Special meetings may be held upon the call of the Chairperson, or a majority of the members of the Board.

~~(e) 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.~~

~~(f) The~~5. All actions of the Library Board shall be ~~responsible for the intellectual content and development of the library.~~

~~(g) 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.~~

~~(h) All actions of the Commission shall be~~ subject to the review and control of the City Council.

**~~Sec.~~§ 3-706. - Library Board; annual report.**

The Library Board shall, on or before the second Monday in February ~~in~~, or upon request, and with advance consent of the City Council, no later than April 30 each year, make a report to the City Council ~~of~~ the condition of its trust on the last day of the prior fiscal year. The report shall also show all money received and credited or expended; the number of materials held, including books, video and audio materials, software programs, and materials in other formats; the number of periodical subscriptions on record, including newspapers; the number of materials added and the number withdrawn from the collection during the year; the number of materials circulated during the year; and other statistics, information, and suggestions as the Library Board may deem of general interest or as the City Council may require.

**~~Sec.~~§ 3-707. - Internet access.**

It is the policy of the City of Fremont that all public internet access funded in whole or in part by the City will meet standards set by the Children's Internet Protection Act. The annual report of the Library Board shall certify compliance with the Children's Internet Protection Act.

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Lottie Mitchell, Grant Coordinator/Executive Assistant

DATE: January 28, 2020

SUBJECT: Establish Property Assessed Clean Energy (PACE) District

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**Recommendation:** 1) Hold third reading and 2) approve Ordinance No. 5517 to establish a PACE District

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**Background:** Property Assessed Clean Energy (PACE) is a development tool that serves public purposes by upgrading building performance that among other things improves energy efficiency and water conservation by providing an alternative financing method. PACE financing is repaid through annual assessments on the benefited property. The City has no financial obligation.

Chris Peterson of PACE Sage Capital delivered a presentation on the PACE program at the October 1, 2019 Study Session. Staff is following up on that presentation with the necessary implementation materials to establish such a program in Fremont. A proposed ordinance and other documents are presented for this purpose.

**Fiscal Impact:** None

ORDINANCE NO. 5517

**AN ORDINANCE TO CREATE A CLEAN ENERGY ASSESSMENT DISTRICT; TO ESTABLISH DEFINITIONS; TO PROVIDE FOR THE FINANCING, ADMINISTRATION, AND COLLECTIONS, TO PROMOTE ENERGY EFFICIENCY IMPROVEMENTS AND RENEWABLE ENERGY SYSTEMS; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.**

WHEREAS, the City of Fremont desires to create a clean energy assessment district to enable property assessed clean energy financing for property owners; and,

WHEREAS, the City also desires to authorize the clean energy assessment district to enable third-party lenders to accept applications and enter into financing agreements with property owners within the boundaries of the district; and,

WHEREAS, this Ordinance, upon execution, shall create a clean energy assessment district, which shall be known as the Fremont PACE District, as authorized by Nebraska Revised Statute § 13-3203 and 13-3204(3), which boundaries shall be the corporate boundaries, as well as within the extra territorial jurisdiction boundaries of the City of Fremont.

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

**Section 1.** Findings and Determinations. That the Mayor and City Council of the City of Fremont, Nebraska (the "City"), hereby finds and determines as follows:

Pursuant to Neb. Rev. Stat. §§13-3201 to 13-3211, inclusive, the Property Assessed Clean Energy Act (the "Act"), energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska's citizens. Using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants. To further these goals, it is necessary for the City to promote energy efficiency improvements and renewable energy systems. Upfront costs for energy efficiency improvements and renewable energy systems may prohibit or deter many property owners from making improvements. It is necessary for the City to implement an alternative financing method through the creation of a clean energy assessment district.

Financing energy projects to further these goals is a valid public purpose and can be accomplished through Property Assessed Clean Energy ("PACE") financing, which is used to overcome the upfront costs for energy efficiency improvements and renewable energy systems by using private capital and equity, rather than public debt.

Pursuant to the Act and Neb. Rev. Stat. § 13-3204, the City of Fremont is authorized to establish a clean energy assessment district so that owners of qualifying property can access PACE financing for energy efficiency improvements or renewable energy improvements to their properties located in the City and within the extra territorial jurisdiction boundaries of the City. The City also may enter into an agreement with one or more other municipalities pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801, et seq., for the joint creation, administration, or creation and administration of clean energy assessment districts, pursuant to Neb. Rev. Stat. § 13-3210. The City declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The City enacts this Ordinance pursuant to the Act, as amended.

**Section 2.** Title and Definitions. That this Ordinance shall be known and may be cited as "The City of Fremont Property Assessed Clean Energy (PACE) Ordinance." Except the words and phrases specifically defined below or in Neb. Rev. Stat. § 13-3203, as amended, words and phrases used in this Ordinance shall have their customary meanings. As used in this Ordinance, the following words and phrases shall have the following meanings:

"District" means the Fremont PACE District, created pursuant to this Ordinance, as authorized by Neb. Rev. Stat. §§ 13-3203 and 13-3204(3), which boundaries shall be the corporate boundaries, ~~of the City~~as well as within the extra territorial jurisdiction boundaries of the City.

"District Administrator" means the PACE District Administrator~~Grant Coordinator~~ of the City or a designated representative, or a third-party administrator selected and approved by the City.

"PACE financing" means funds provided to the owner(s) of qualified property by third-party lender, pursuant to the Act and this Ordinance, for an energy efficiency improvement or renewable energy system(s).

"Qualifying Property" means commercial property, ~~including~~ including properly permitted commercial multifamily and residential multifamily properties~~y~~ having more than four dwelling units, and industrial property located in the District.

**Section 3.** District Boundaries and Requirements Pursuant to Neb. Rev. Stat. § 13-3204(3).

A. The City finds that the financing of energy efficiency improvements and renewable energy systems is a valid public purpose. Such public purposes include, but are not limited to, reduced energy and water costs, reduced greenhouse gas emissions, economic stimulation and development, improved property valuation, and increased employment.

B. The boundaries of the District shall be the corporate boundaries of the City, as well as within the extra territorial jurisdiction boundaries of the City of Fremont, as allowed pursuant to Neb. Rev. Stat. § 13-3204(1).

C. The District Administrator shall use a form contract for assessment contracts among the City, the owner of the qualifying property, and a third-party lender, containing terms as attached hereto as Exhibit "A," governing the terms and conditions of financing and annual assessments in accordance with the Act, including Neb. Rev. Stat. § 13-3205(1), which provides for repayment of the costs financed through annual assessments upon the qualifying property benefited by the energy project.

D. The District Administrator is authorized to enter into PACE assessment contracts on behalf of the City.

E. The District Administrator will use a financing application process and eligibility requirements, which shall be more specifically defined in an approved program manual created by the District Administrator as attached hereto as Exhibit "B," for financing energy projects in accordance with the requirements of the Act and

accepted by the third-party lender. The application process and program eligibility requirements shall be, at a minimum, as follows:

i. Submission of an application as attached hereto as Exhibit "C" to the District Administrator, which shall include, but not be limited to, the following information:
   a) Applicant name and contact information, including property owner and developer;
   b) Project ~~location and legal~~location, legal description and City Zoning District;
   c) Identification of contractor or supplier, including anticipated PACE contractor and a copy of the approved bid for the energy efficiency project;
   d) Project description;
   e) Total project cost;
   f) Description of proposed improvements;
   g) Description of energy efficiency project to be financed;
   h) Amount of requested assessment;
   i) Interest rate on the PACE assessment and any required fees;
   j) Term of assessment;
   k) Energy savings report indicating estimated energy savings, ~~and~~ estimated cost savings for the energy project, SIR ratio and a description of the SIR methodology employed;
   l) Whether the applicant is requesting a waiver of the SIR estimated economic benefit requirement;
   m) Title report showing any mortgage or lien holders;
   n) Lender consent;
   o) Projected jobs created by PACE project;
   p) Project environmental benefits;
   q) Funding source;
   r) All other such information as needed to demonstrate the project complies with all the requirements of the Act and Fremont Municipal Code.

ii. The District Administrator may grant an applicant's request to waive the estimated economic benefit SIR requirement upon review of the applicant's waiver explanation and the recommendation received from the PACE Review Committee~~Board~~. If the District Administrator issues a denial~~es~~ the applicant's waiver request, the applicant may appeal the denial by submitting a request in writing to the ~~Assistant City Administrator~~City Clerk of the City. The appeal shall be mailed by certified mail or hand delivered to the ~~Assistant City Administrator~~City Clerk within fourteen days after the denial. The ~~Assistant City Administrator~~City Clerk will place on the City Council agenda. The City Council will review the matter on the record made by the District Administrator and the PACE Review Committee~~Board~~ and, after providing the applicant a~~n~~ ~~informal~~ formal opportunity to be heard, the ~~Assistant City Administrator~~City Council will make the final decision.

iii. The District Administrator shall review the application for completeness and upon review and recommendation by the Pace Review Committee~~Board~~ make the final~~to~~ ~~determin~~determination~~e~~ as to whether the energy project meets the eligibility requirements of the Act and this Ordinance. An energy project shall not be eligible for PACE financing if the qualifying property is subject to any of the following:

a) Delinquent ad valorem taxes;
b) Delinquent personal property taxes;
c) Delinquent special assessments;
d) Overdue or delinquent water or sewer charges;
e) Involuntary liens, including but not limited to construction liens;
f) Notice of default pursuant to any mortgage or deed of trust related to the qualifying property, or
g) If the property owner or property developer is delinquent in the payment of any assessment required to be paid for any energy efficiency improvement financed pursuant to the Act.

iii. If the energy project is determined to be eligible under the terms of the Act and as required in this Ordinance, the District Administrator shall, after receiving the recommendation of the PACE Review Committee~~Board~~, make a final review of the application and approve, request additional information, or deny the ~~application~~ application~~at his/her sole discretion~~.

iv. Upon approval of an application, the District Administrator is authorized to proceed with and execute an assessment contract.

F. Pursuant to Neb. Rev. Stat. § 13-3205(7), annual assessments agreed to under an assessment contract shall be levied against the qualifying property and collected in accordance with the Act.

G. ~~The District may, in the future, with approval of the City Council, shall establish procedures to determine the following in the future:~~

~~i. Provisions for an adequate debt service reserve fund created under § 13-3209, if applicable;~~

~~ii. Provisions for an adequate loss reserve fund created under § 13-3208, if applicable;~~

~~iii. Provisions for raising capital; sources; bonds; issuance; statutory lien; vote created under § 13-3207, if applicable and~~

~~iv~~ii. ~~Any application, administration, or other program fees to be charged to owners participating in the program that will be used to finance costs incurred by the City as a result of the program;~~

Any costs shall be deducted before remitting the assessment to the ~~third-party~~ PACE District~~program~~ A~~a~~dministrator.

H. The assessment term shall not exceed the weighted average useful life of the energy project paid for by the annual assessments.

I. Any energy efficiency improvement that is not permanently affixed to the qualifying property upon which an annual assessment is imposed to repay the cost of such

energy efficiency improvement must be conveyed with the qualifying property if a transfer of ownership of the qualifying property occurs during the assessment term.

J. Prior to the effective date of any contract that binds the purchaser to purchase qualifying property upon which an annual assessment is imposed, the owner shall provide notice to the purchaser that the purchaser assumes responsibility for payment of the annual assessment as provided in Neb. Rev. Stat. § 13-3205(3)(d), and that the obligations set forth in the assessment contract, including the obligation to pay annual assessments, are a covenant that shall run with the land and be assessed upon future owners of the qualifying property.

K. In connection with providing PACE financing, the City will provide for marketing and participant education.

L. The City shall obtain, or applicable third-party lenders shall obtain and provide to the City, verification that the renewable energy system or energy efficiency improvement was properly installed and inspected and is operating as intended.

**Section 4.** Authorization for PACE Program. That, pursuant to Neb. Rev. Stat. § 13-3204(1), the District shall be governed by the Fremont City Council.

A. The District Administrator shall comply with the Act and the provisions of this Ordinance and follow any applicable City procurement policy and procedures for selecting and obtaining City Council approval for a third- party administrator, should a third-party administrator be selected for the administration of the PACE program. Any such third-party administrator must ensure that there is no financial requirement, liability, or exposure to the District or City. The District Administrator as defined in Section 2 of this ordinance may be appointed by the Mayor and confirmed by the ~~, with~~ City Council ~~approval,~~to serve as the administrator of the PACE program for the District and City.

B. The District or City may also engage the services of a state or local financing agency for the purposes of providing conduit bond financing for the District or City as part of its third-party administration.

C. Upon selection and approval by the City Council of a third-party administrator, that third-party administrator may, on behalf of the City, accept applications for financing energy efficient improvements within the District boundaries, facilitate the financing application process, and review eligibility requirements for financing energy projects in accordance with the requirements of the Act and as accepted by the third-party lender.

D. The District may be expanded via the Interlocal Cooperation Act in order to create a program of sufficient size and scale to attract qualified third-party administrators and/or to promote energy efficiency across multiple political subdivisions, as authorized under the Act.

**Section 5.** Liability of City Officials; Liability of City. That notwithstanding any other provision of law to the contrary, officers, officials, employees, or agents of the City, or the District shall not be personally liable to any person or entity for any claims, liabilities, costs, or expenses, of whatever kind or nature, under, arising out of, or related to the City's or District's participation

in the District's PACE Program or any PACE Financing, including, without limitation, claims for or related to uncollected PACE Assessments. Not in limitation of the foregoing, the City has no liability to a property owner or lender for or related to energy savings improvements or funding under a PACE Financing or Program, other than to remit PACE Assessments received in accordance with the Act and take actions required under Nebraska law to enforce delinquent assessments. [BN1]

**Section 6.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by the law, and satisfaction of any conditions set forth in this Ordinance.

PASSED AND APPROVED THIS ____ DAY OF_____, 2020:

City of Fremont

_____
Scott Getzschman, Mayor

Attest:

_____
Tyler Ficken, City Clerk

**City of Fremont**
**Grant Coordinator**
**Administration Department**
400 E Military Ave
Fremont, NE 68025

# PACE PROJECT APPLICATION

**Name of Project:**_____

## Property Owner Information

Legal Name of Property Owner (Applicant):_____

Contact Person:_____

Tax ID Number (FEIN or SSN): _____

Address:_____City:_____State_____Zip _____

Phone:_____Fax:_____E-mail:_____

## Property Information

Address:_____City:_____State:_____Zip: _____

Property Legal Description: _____

Property Type: _____ Tax Key Number (APN#): _____

Assessed Property Value: _____ Appraised Property Value: _____

Building Size: _____Year Building Built: _____

Zoning Type: _____ Zoning District _____-

## Other PACE Projects

Does the property owner hold any other PACE loans and has the property owner previously applied for PACE? _____Yes_____No

If yes, please provide details:

_____

_____

_____

---

**City Use Only**

| Rec'd By | Date Rec'd | PACE Application Fee (Due at Submission) | Administrative Fee (Due at Closing) |
|---|---|---|---|
| | | | |

☐ Approved Condition(s): _____

☐ Disapproved Reason(s): _____

By:_____ Date:_____

**Project Narrative:** Briefly describe the overall project. *Submit separate sheets if necessary.*

**Project Details**: *Submit separate sheets if necessary*

| Measure | Description /Specification of Energy/Water~~/Waste~~ Measure |
|---|---|
| #1 | |
| #2 | |
| #3 | |
| #4 | |
| #5 | |
| #6 | |

*Note: Energy and~~,~~ water ~~and waste~~ savings should be over the term of the financing period rather than useful life, unless useful life is less than the financing period term.*

| Measure # | Construction Costs/Bids | Estimated Useful Life *(yrs.)* | Year #1 Energy ~~&~~ Water ~~& Waste~~ Savings | Year #1 Maintenance & Operational Savings | Over Term Energy ~~&~~ Water ~~& Waste~~ Savings *(specify % growth/yr.)* | Over Term Maintenance & Operational Savings *(specify % growth/yr.)* | Over Term Total Savings (Energy + Water ~~+ Waste~~ + O&M) |
|---|---|---|---|---|---|---|---|
| #1 | | | | | | | |
| #2 | | | | | | | |
| #3 | | | | | | | |
| #4 | | | | | | | |
| #5 | | | | | | | |
| #6 | | | | | | | |

| | |
|---|---|
| Estimated total energy savings (in Btu, kwh or therms) | |
| Estimated total water savings (gal.)~~, and/or waste reduced/recycled (tons)~~ | |
| On-site renewable capacity (In kW) | |
| Expected $ amount of utility incentives, rebates, solar tax credits, other benefits *Please specify which* | |
| Name, credentials, contact info of agent determining energy & water savings data | |
| Total costs of improvements/measures | |
| Name of General Contractor firm Licensed in NE & bonded? Yes/No | |
| General contractor contact person Contact person phone Contact person email | |
| Optional: Energy Subcontractors (if any) *(after name, indicate if licensed and bonded)* | |
| Projected Jobs created by PACE Project, and Project Environmental Benefits | |

**Mortgage Lien & Deed of Trust Holder Information:** *Signed mortgage lien or deed of trust holder consent and subordination agreement required. (Attach additional pages if more than 1 mortgage or lien holder)*

| | |
|---|---|
| Financial institution name | |
| Financial institution contact person | |
| Contact person phone & email | |

## Financing Details

| | |
|---|---|
| PACE capital provider | |
| PACE consultant (if any) | |
| Proposed PACE term *(in years)* | |
| Proposed interest rate and any Fees | |
| Annual assessment amount | |
| FPD administrative fee | |
| Financing closing date (est.) | |

## Approval Criteria

Please mark all that apply. *Note: property owner refers to the legal entity which owns the property.*

☐ Applicant owns the property where the project will be located.

☐ Proposed improvements will be affixed to the property.

☐ The property owner has sufficient resources to complete the project.

☐ There are no delinquent ad valorem taxes for this property.

☐ There are no delinquent personal property taxes for this property.

☐ There are no delinquent special assessments for this property.

☐ There are no overdue or delinquent water or sewer charges for this property.

☐ There are no involuntary liens, including but not limited to construction liens for this property.

☐ There are no notices of default pursuant to any mortgage or deed of trust related to this property.

☐ The property owner has not declared bankruptcy in the last 5 years.

☐ The property owner is solvent and has no significant pending legal action.

☐ There are no unresolved or pending violations or complaints of violations of the Municipal Code for this property.

☐ The property owner understands that the Savings to Investment Ratio (SIR) must be 1.0 or greater unless they are seeking and explain their request for a~~an~~ SIR waiver. SIR is defined as the estimated economic benefit, including, but not limited to, energy cost savings, maintenance cost savings, and other property operating savings expected from the energy project during the financing period, is equal to or greater than the principal cost of the energy project.

☐ The property owner is duly organized, validly existing and in good standing in the state of its organization, with authority to do business under the laws of the State of Nebraska.

☐ All owners of the property are aware of and approve the project.

☐ The property owner ~~has~~ agrees to obtain and provide to the FPD administrator prior to closing on the PACE loan ~~obtained~~ an acknowledged and verified written consent and subordination agreement executed by each mortgage holder or trust deed beneficiary stating that the mortgagee or beneficiary consents to the imposition of the annual assessment and that the priority of the mortgage or trust deed is subordinated.

☐ The property owner possesses all legal authority necessary to execute all project documents.

☐ All required zoning requirements have been met and all permits, consents, approvals and authorizations in connection with the project have been obtained or will be obtained.

***If any of these criteria are not met, please attach an explanation.***

## Required Application Documents and Information

The following documents and information are needed at time of application submission to obtain approval for funding:

- Applicant name and contact information, including property owner and developer. *
- Project location and legal description.*
- Identification of contractor or supplier, including anticipated PACE contractor.*
- Submit a copy of the approved bid for the energy efficiency project (attach signed bid/estimate).
- Project description.*
- Total project cost.*
- Description of proposed improvements.*
- Description of energy efficiency project to be financed.*
- Amount of requested assessment.*
- Interest rate on the PACE assessment and any required fees.*
- Term of assessment.*
- ~~Energy savings report indicating estimated energy savings and estimated cost savings for the energy project. *~~
- ~~Whether the applicant is requesting a waiver of the estimated economic benefit requirement.~~
- Energy savings report (SIR) indicating estimated energy savings and estimated cost savings for the energy project, including a description of the methodology employed.*
- Whether the applicant is requesting a waiver of the SIR estimated economic benefit requirement.

  Title report showing any mortgage or lien holders. (attach title report)
- Lender consent *(attach consent document)*
- Projected jobs created by PACE project.*
- Projected environmental benefits.*
- Energy analysis report (attach engineer's report confirming the SIR methodology employed in the identification of the~~identifying~~ estimated economic benefits including qualifying energy and water conservation measures, energy and water conservation cost savings, maintenance cost savings, and other property operating savings expected from the energy and water conservation project).*
- If the property owner wishes to request a waiver of the estimated economic benefit requirement, please attach a brief explanation for the request.
- Funding source.*
- Assessment contract. (executed assessment contract to be provided prior to PACE loan closing)
- Completed application or attachments with required information.

**** included on application form or as attachment.***

## Submission Instructions

Submit this application and necessary documents to:

District PACE Administrator ~~Lottie Mitchell~~
~~Grant Coordinator~~
City of Fremont
400 E Military Ave
Fremont, NE 68025
~~Lottie.mitchell@fremontne.gov~~
(402) 727-2630

## Property Owner Signature

To the best of my knowledge, the statements made above are complete, true and accurate. I hereby certify that I am authorized to submit this application and affix my signature below. I recognize that submission of this application does not guarantee approval for funding.

_____
Signature

_____
Title

_____
Printed name

_____
Date

# FREMONT PACE DISTRICT
# **Program Manual**

## SUMMARY

Property Assessed Clean Energy, or PACE, is a financing tool enabling development of clean energy projects and energy efficient buildings and operations. Nebraska State Law {Nebraska Revised Statute Sections 13-3203 and 13-3204(3)} allows for the creation of Clean Energy Districts and defines PACE-eligible projects. City of Fremont Ordinance No. _____ passed by the Fremont City Council on _____ __, 2019 created the Fremont PACE District (FPD) and provides further requirements for implementation of a PACE program in Fremont. The City Ordinance also directs ~~the Grant Coordinator of the City as~~ the District Administrator (or an ~~his/her~~ approved designated representative or third-party administrator~~ee~~) to create an approved program manual that describes the application process, eligibility and other relevant program guidance. This FPD Program Manual was created to satisfy that requirement.

The State law and the City ordinance provide the minimum requirements for a PACE application and project, as well as the circumstances under which an application or project will not be eligible for PACE financing. This program manual provides guidance for the program and clarification on topics not specifically addressed by either the State Law or City ordinance.

The intent of this program is to incentivize the reduction of energy, water, wastewater and solid waste usage/generation in our community. The City of Fremont views PACE as a tool to encourage developers and property owners to go beyond the requirements of energy and building codes to achieve meaningful reductions in energy and water use and waste generation.

### Terminology

It should be noted that references to “energy project”, “energy efficiency” or “energy savings” throughout this document are intended to include projects, efficiencies and savings associated with energy, water, wastewater, solid waste, storm water or other eligible utility projects or equipment under the FPD program consistent with this section.

### Boundaries of the FPD

Currently, only qualifying projects located within the Fremont city limits are eligible for PACE financing. Other local government jurisdictions within the State of Nebraska may join the FPD upon establishment of an inter-local agreement.

### Eligible Property Types

Although State Law allows for commercial, industrial, residential, and agricultural projects to be eligible for PACE; at this time, the City ordinance and the FPD program only allows for commercial (including properly permitted commercial multifamily and residential multifamily properties~~multifamily residential property comprised of~~ having more than four dwelling units) and industrial PACE projects.

### Eligible Project Types

Projects including new construction and the rehabilitation of existing buildings and operations are eligible for PACE financing in the FPD. The types of project improvements eligible for PACE financing within the FPD include, but are not limited to the following:

(a) Insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems;

(b) Storm windows and doors; multi-glazed windows and doors; heat absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption;

(c) Automated energy control systems;

(d) Heating, ventilating, or air conditioning and distribution system modifications or replacements;

(e) Caulking, weather-stripping, and air sealing;

(f) Replacement or modification of lighting fixtures to reduce the energy use of the lighting system;

(g) Energy recovery systems, including but not limited to, cogeneration and trigeneration systems;

(h) Daylighting systems;

(i) Installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity;

(j) Facilities providing for water conservation or pollutant control;

(k) Roofs designed to reduce energy consumption or support additional loads necessitated by other energy efficiency improvements;

(l) Installation of energy-efficient fixtures, including, but not limited to, water heating systems, escalators, and elevators;

(m) Energy efficiency related items (i.e. demolition/drywall replacement, etc. incident to efficiency equipment or material installation) so long as the cost of the energy efficiency related items financed does not exceed twenty-five percent (25%) of the total cost of the energy;

~~(n) Waste recycling systems and support equipment;~~

(o) Any other installation or modification of equipment, devices, or materials approved as a utility cost-saving measure by the municipality;

(p) Renewable energy systems including but not limited to the following:

(i) Nonhazardous biomass;

(ii) Solar and solar thermal energy;

(iii) Wind energy;

(iv) Geothermal energy;

(v) Methane gas captured from a landfill or elsewhere; and

(vi) Photovoltaic systems;

(vii) Renewable energy system does not include an incinerator;

(viii) Renewable energy resource does not include petroleum, nuclear power, natural gas, coal, or hazardous biomass.

## Timing and Eligibility

A~~While a~~pplicants are encouraged to submit an application to the FPD PACE program prior to, or concurrently with, the application for a building permit, the City will accept PACE applications for projects with an open building permit and/or not having received a final certificate of occupancy[BN1]. PACE applications and instructions are available at www.fremontne.gov and are included in this manual as Attachment 1. Building permit applications and instructions are also available at: www.fremontne.gov.

## Annual Assessment and Average Weighted Useful Life

Section 13-3203 (1) of the State law requires an "agreement to pay an annual assessment for a period not to exceed the weighted average useful life of the energy project." The weighted average useful life includes only physical improvements to a property for which an average useful life may be calculated. Furthermore, the improvement must qualify as an energy efficiency improvement under Section 13-3203(3) of the Nebraska State law or other eligible improvement listed under "Eligible Project Types" (above).

## Eligible Costs

Section 13-3205(1) of the State law states "the costs financed under the assessment contract may include the cost of materials and labor necessary for installation, permit fees, inspection fees, application and administrative fees, bank fees, and all other fees incurred by the owner pursuant to the installation."

## Savings to Investment Ratio ("SIR")

Nebraska State Law requires the savings realized by an energy project to equal or exceed the principal cost of the energy project. Therefore, an SIR of 1.0 or greater is required for all energy projects. The SIR is generally calculated by dividing the projected energy savings for the life of the improvements by the cost of the eligible energy efficiency improvements. When calculating the SIR, the SIR for individual discrete components of the project for which PACE funding is being requested must be provided. The City's approval will be based on the total SIR for the entire project meeting an SIR of 1.0 or greater.

Applicants should include estimated operations and maintenance costs, and projected increases (escalations) in the cost of energy use, in the calculations.

The applicable City official(s) will evaluate the methodology used to determine the energy savings calculations. At this time, the City does not favor one methodology over another. However, please include in the application an explanation of the methodology used to determine the SIR. The City may prescribe a methodology at a future date.

Applicants may request a waiver of the SIR or estimated economic benefit requirement and must submit a rationale for this request along with the application, if they choose to request a waiver~~do so~~. The District Administrator, in conjunction with the PACE Review Committee~~Board~~'s recommendation, may grant or deny the applicant's request for a waiver.

## Energy Projects and Building Codes

The City requires an energy project to meet all relevant energy and building codes. However, for new construction, only aspects of the energy project that exceed energy and building codes are eligible for PACE financing in the FPD. Nebraska energy codes are presented at http://www.neo.ne.gov/home_const/iecc/iecc_codes.htm.

Costs associated with building to these requirements are eligible under the FPD with the exception of new construction which is required to exceed such requirements as referenced above. In both new construction and rehabilitation projects, an engineer must demonstrate that the savings generated by the energy project will exceed the cost of the energy project through the life of the PACE loan, as required by State law for loans of $250,000 or greater, unless a waiver is requested.

## Verification of Completed Energy Project

Section 13-3204(m) of the Nebraska State Law requires the municipality to obtain verification that the renewable energy system or energy efficiency improvement was properly installed, inspected and is operating as intended. To meet these criteria, City Inspectors must sign off on components of the project for which they have jurisdiction. Additionally, a professional engineer licensed in the State of Nebraska must provide a letter to the applicable City official stating the systems or improvements were properly installed and are operating as intended.

## Funding Level and Fees

The FPD fee structure is summarized in the following table:

| Application Fee | Administrative Processing Fee | Annual Fee |
|---|---|---|
| $1,000.00 | 1% of loan not to exceed $40,000 | $500.00 |

The application fee is collected at the time of application. This fee is not refundable.

An administrative fee is due upon approval of the PACE project and must be paid no later than concurrently with distribution of funds at the time of closing on the PACE loan. The administrative fee shall be subject to a 50% reduction for a project requiring submission of Tax Increment Financing (TIF) fees.

The annual administrative fee will be collected throughout the life of the loan.

# FPD Application Instructions

The City's PACE application is included in this manual as Attachment 1 and is also located at the following web address: www.fremontne.gov, along with other PACE-related resources.

Your completed applications should be submitted to:

Pace District Administrator~~Lottie Mitchell~~
~~Grant Coordinator~~
City of Fremont
400 E Military Ave
Fremont, NE 68025
~~Lottie.mitchell@fremontne.g~~ov
(402) 727-2630

Applicants should, as best as they can, provide responses to questions within the application form, rather than relying on attachments. Attachments providing supporting data, drawings, and calculations are acceptable.

Provided below is clarification for specific sections of the application.

**Project Details**

Please describe the entire project, not just PACE components of the project. Please include drawings, maps, and photographs, when appropriate.

**Financing Details**

Applicants may add rows to the tables provided in this section.

A Professional Engineer licensed in Nebraska is required to validate the SIR methodology used as well as to determine/approve the energy savings calculations ~~for Class I applications~~.

# Other Topics

**Applying for both PACE and TIF**

If the property owner is applying for PACE and TIF funding, applicants should indicate as such on the application.

**Who reviews the applications?**

The District Administrator, the District Administrator's representative or a designated third party administrator will review the applications. Please direct inquiries and submit your application to the~~:~~
PACE District Manager~~Lottie.mitchell@fremontne.gov~~.

**Who approves the applications?**

The City/FPD has established a five~~seven~~ (5~~7~~) member PACE Review Committee~~BoardCommittee~~ appointed by the Mayor ~~and confirmed by City Council~~. The Committee~~BoardCommittee~~ makes a recommendation to the District Administrator to approve or disapprove the applications or may request additional information from the applicant. The District Administrator will approve or disapprove the application based upon recommendations of the Committee~~BoardCommittee~~ and will provide a letter to the applicant with the decision.[BN2]

What if a waiver of the estimated economic benefit requirement is denied?

If the ~~District Administrator denies an~~ applicant's request to waive the estimated economic benefit requirement is denied, the applicant may appeal the denial by submitting a request in writing to the City Clerk of the City. The appeal shall be mailed by certified mail or hand delivered to the City Clerk within fourteen days from the date of the denial. The City Clerk will place the item on the next City Council agenda for consideration. The City Council will review the matter on the record made by the PACE Review Committee~~Board~~ and the District Administrator and, after providing the applicant a formal opportunity to be heard, the City Council will make the final decision as to the waiver.

ASSESSMENT CONTRACT
REAL ESTATE COVENANT

THIS ASSESSMENT CONTRACT (hereinafter referred to as "Contract"), is made and entered into effective this ____ day of _____ 20___ (the "Effective Date") by and between The City of Fremont, a municipal corporation of the State of Nebraska (hereinafter referred to as “City”), as Governing Body for the **FREMONT AREA PACE DISTRICT**, a Nebraska clean energy district (hereinafter referred to as "Energy District"), **[PACE LENDER]**, a Nebraska _____ company (hereinafter referred to as "Lender"), and **[Property Owner]**, a Nebraska _____ company (hereinafter referred to as “Property Owner”).

WITNESSETH:

WHEREAS, the Property Owner is the owner of certain real property located at **[PACE Property Location]**, in the City of Fremont, Nebraska as further described on Exhibit A attached hereto (the "Property"); and

WHEREAS, City has adopted Ordinance No. 5517 (hereinafter referred to as the "Ordinance"), an ordinance to enable the City to create a clean energy assessment district pursuant to Nebraska Revised Statute Sections 13-3201 to 13-3211, inclusive, and known as the "Property Assessed Clean Energy Act," (hereinafter referred to as the "Act"); and

WHEREAS, the Property Owner has obtained the written consent of all persons or entities that currently hold mortgage liens or deeds of trust on the Property, if any, to the Loan, as herein defined, and this Contract; and

WHEREAS, the Property Owner intends to make energy efficiency improvements (as such term is used in Neb. Rev. Stat. Sec. 13-3203(3) of the Act) at the Property, as described on Exhibit B attached hereto (the "Project"); and

WHEREAS, the Act provides that the energy efficiency improvements serve a public purpose in that (i) energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska’s citizens, (ii) using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants, and by building the market for energy efficiency and renewable energy products, new jobs will be created for Nebraskans, and (iii) a public purpose will be served by providing municipalities with the authority to finance the installation of energy efficiency improvements and renewable energy systems through the creation of clean energy assessment districts; and

WHEREAS, the Lender has agreed to make a loan to the Property Owner in the amount of _____No/100ths Dollars ($_____.00) (the "Loan"), the proceeds of which will be used to fund the implementation of the Project; and

WHEREAS, the Act provides in part that “the obligations set forth in the assessment contract, including the obligation to pay assessments, are a covenant that shall run with the land and be obligations upon future owners of the qualifying property”; and

WHEREAS, the City has agreed to direct the Dodge County Treasurer to levy PACE Assessments, collect or cause the collection of the PACE Assessments, record such PACE Assessments as a lien on the Property, as allowed by the Act, and authorize direct payments on such PACE Assessments to the Lender to be applied to pay down the Loan, all as more particularly set forth herein; and

WHEREAS, the City is authorized to enter into this Contract pursuant to the Act.

NOW, THEREFORE, for and in consideration of the making of the Loan and the financing and collection arrangements between the Lender, the Property Owner and the City, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Lender, Property Owner and the City acknowledge and agree as follows:

1. Defined Terms. The words and phrases as specifically defined in Neb. Rev. Stat. Sec. 13-3203, as amended, or in the Ordinance shall have their defined meanings. The following capitalized terms used in this Contract shall have the meanings defined or referenced below or in the Recitals above:

“City Parties" shall have the meaning set forth in Section 14 hereof.

"County Treasurer" means the office of the Dodge County Treasurer.

"Installment" means the portion of the Loan Amount that is due on a particular date in a particular Tax Year as more fully described in Sections 2 and 5 hereof and shown on Exhibit C, as may be increased by the County Treasurer Fee, if applicable, pursuant to Section 5(a).

"Lender Parties" shall have the meaning set forth in Section 15(a) hereof.

"Liabilities" shall have the meaning set forth in Section 14(a) hereof.

"Loan" shall have the meaning set forth in the Recitals above.

"Loan Agreement" shall mean the loan agreement entered into between the Property Owner and the Lender.

"Loan Amount" means, as of any date of computation, the outstanding amount of all principal under the Note, accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, default interest rate charges, prepayment premiums or fees or administrative expenses related to the Loan, including without limitation, the administrative fees set forth in Section 16 hereof and any and all other fees to be paid to County Treasurer,

the Lender, or any other party by the Property Owner in connection with the Loan.

"Loan Documents" shall mean the loan documents with respect to the PACE Loan entered into between the Property Owner and the Lender.

"Note" shall have the meaning given such term in the Loan Agreement.

"PACE Assessment" means a given annual PACE Assessment levied as an Assessment pursuant to Section 13-3205(7) of the Act.

"PACE Assessments" means more than one PACE Assessment.

"Project" means the planning, design, and installation of the energy efficiency improvements on the Property.

"Register of Deeds" means the office of the Register of Deeds for Dodge County.

"Tax Year" means the period from January 1 through the following December 31.

2. Payments. The Loan Amount shall be payable in semi-annual Installments on April 1 and August 1 of each Tax Year. The Loan shall bear interest, including default interest, at the rates set forth in the Note and payments shall be due under the Note and the Loan Agreement as more fully described therein and in Section 5 of this Contract, ending upon payment in full of the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note. The amounts of the Installments are based on a Loan Amount as of the date of this Contract of $_____. The Loan shall be fully amortized over the term of the Loan, _____, and shall be repaid on the terms set forth in this Contract, the Loan Agreement and the Note. For each Tax Year during the term of this Contract, the Lender shall supply the Energy District with the amount of each Installment for such year by delivering a completed Lender Installment Certificate in the form attached hereto as Exhibit D on or before December 31 of such Tax Year. Should the Lender fail to deliver a Lender Installment Certificate on or before December 31 of any Tax Year, the Installments shall be presumed to be the same as the Installments for the applicable Tax Year as shown on Exhibit C, with any surplus or shortfall to be addressed by adjusting the amount of a subsequent Installments.

3. Consent to PACE Assessments.

(a) By entering into the Contract, the Energy District hereby agrees to enforce the PACE Assessments and impose the Installments as PACE Assessments pursuant to the Act. Upon execution of this Contract, the Energy District will cause this Contract to be recorded against the Property in the office of the Register of Deeds.

(b) The Property Owner hereby agrees and acknowledges: (i) that the Property is subject to the PACE Assessments, and further consents to the levy of the Installments; (ii) that Property Owner shall cause to be paid the Installments when due pursuant to the terms set forth in this Contract, the Loan Agreement and the Note; and (iii) that delinquent Installment(s) of the PACE Assessment can become a PACE lien under the Act.

4. Term. This Contract shall remain in full force and in effect until the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note have been paid in full.

5. Installments.

(a) During the term of this Contract, the PACE Assessments shall be paid directly to the Lender. The Property Owner and the Lender agree that the Lender may cause a payment to be made to the County Treasurer in addition to such Installments a fee in such amount as allowed by law (the "County Treasurer Fee").

(b) The aggregate amount of all PACE Assessments shall equal the cost of the energy project, interest, financing costs and fees described in the Loan Documents and this Contract, and all as permitted by the Act and as expressed in the Loan Amount, and any amount as needed to pay the County Treasurer Fee, as shown on Exhibit C attached and incorporated by this reference.

(c) The Property Owner hereby agrees to pay the PACE Assessment coming due on December 31 of each Tax Year in two equal installments, the first on or before May 1 and the second on or before September 1 of the year immediately following the date that the PACE Assessment came due. For clarity, and as an example, if a PACE Assessment comes due on December 31, 2020, the PACE Assessment payment for Tax Year 2020 shall be made as follows: (i) the first installment of one-half the PACE Assessment shall be due and payable on or before April 1, 2021, and delinquent on April 2, 2021, and (ii) the second installment of one-half of the PACE Assessment shall be due and payable on or before August 1, 2021, and shall be considered delinquent on August 2, 2021.

(d) The Property Owner hereby agrees to pay the property tax bills and Installments for the Property during the term of this Contract in a timely fashion so as to avoid any default on, or delinquency in such payment.

(e) If the Property Owner fails to pay all or part of any Installment when due, or fees or costs under the Loan Documents and this Contract, the parties hereto acknowledge and agree that (i) default interest on the unpaid amounts of the Installments and such fees and costs (which shall include, without limitation, any Prepayment Fee as defined in the Note) shall accrue in favor of the Lender as set forth in the Note, (ii) such default interest and fees

and costs shall be added to the PACE Assessments and shall be included as part of the Installments due thereafter unless and until all such accrued and unpaid default interest and such fees and costs are paid in full, and (iii) such default interest shall be in addition to any and all penalties and interest that may be imposed by or accrue in favor of the Energy District as a result of the Property Owner's failure to pay real estate or other property taxes or other assessments on the Property. In addition, Installments shall continue to be levied as PACE Assessments notwithstanding Property Owner's failure to pay all or part of any past Installment, such that the County Treasurer shall continue to levy PACE Assessments, including default interest to be paid to the Lender, until the Loan Amount, including all accrued and unpaid interest, is paid in full.

(f) The Property Owner hereby agrees and acknowledges that failure to pay any Installment of the PACE Assessments, or failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing in favor of the Lender on the amounts due, in addition to penalties and interest that may accrue in favor of the Energy District. In addition, the Energy District shall record a PACE lien on the Property as a result of any failure to pay when due (i) any payment required by the Note and Loan Documents or (ii) any Installment of the PACE Assessments. Furthermore, the Property Owner hereby agrees not to seek a compromise of any delinquent Installment.

(g) Any PACE Assessment imposed on the Property that becomes delinquent, including any interest on the PACE Assessment and any penalty, shall constitute a PACE lien against the Property until the PACE Assessment, including any interest and penalty, is paid in full.

6. Loan Amount; Prepayment.

(a) Subject to the terms and conditions in the Loan Documents, the Lender agrees to disburse to the Property Owner the Loan Amount.

(b) The Property Owner may only prepay the Loan as set forth in the Loan Agreement and Note. In the event of any permitted prepayment, the Lender shall certify to the Property Owner and the Energy District the aggregate amount due on the Loan, including principal, interest, fees and any Prepayment Fee as described in the Note, within thirty (30) days of receipt of a written request for prepayment from the Property Owner. If any prepayment is made to the Energy District, the Energy District shall certify to the Property Owner and the Lender any and all amounts collected by the Energy District and not yet remitted to the Lender within fifteen (15) days of receipt of a written request for prepayment by the Property Owner, as well as any administrative fees payable, but not yet collected, as of the anticipated prepayment date. To the extent that the Energy District has received any funds from the Property Owner prior to the Property Owner's requested date of prepayment, but has not yet remitted the same to the Lender, the Energy District shall remit the same to the Lender on or before the date of the Property Owner's requested date of prepayment. No prepayment shall be effective, and no funds paid by

the Property Owner or the Energy District will be applied to the Loan Amount, unless and until the Lender receives the full Loan Amount from the Energy District and the Property Owner. The Property Owner acknowledges that failure of the Energy District to remit any funds held by the Energy District on or prior to the Property Owner's requested date of prepayment may result in additional interest due in connection with such prepayment.

(c) Without the prior written consent of the Lender, which consent may be given or withheld in the Lender's sole discretion, the Loan may not be prepaid in part and, if such consent is given, any such partial prepayment must be made in strict compliance with the terms and conditions set forth in such written consent, which terms and conditions may include a prepayment penalty. Any partial prepayment in violation of this provision will not be accepted by the Lender. Notwithstanding the foregoing, the Property Owner shall not be deemed to have made a prepayment if the Property Owner decides to pay any Installment in full, as opposed to payment on an installment basis, for any given Tax Year, as applicable.

7. Collection of Installments: Payments to the Lender.

(a) The City shall follow reasonable and customary practices to cause the PACE Assessments to be levied, including assessing penalties and charging interest.

(b) All Installment payments shall be made directly to the Lender as the Lender shall direct.

(c) In the event of a failure of the Property Owner or its successors to pay any Installment of the PACE Assessments resulting in a PACE lien on the Property, the City agrees to exercise the remedies available to the City under the law, including referral of the matter to Dodge County for collection and/or foreclosure pursuant to the statutes applicable to the collection and enforcement of assessments by the County Treasurer.

8. Limitation on Other Obligations Payable. The Energy District will not issue or incur any obligations payable from the proceeds of the PACE Assessments nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon the PACE Assessments or the Installments, except for administrative fees as provided in this Contract, the Loan Agreement, or as allowed by the Act.

9. The Energy District Representations regarding Loan and Loan Documents. The Energy District hereby represents to the Lender and to the Property Owner that (i) it is and will be duly authorized under all applicable laws to execute this Contract, (ii) this Contract is and will be the valid and legally enforceable obligation of the Energy District, enforceable in accordance with its terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally, and (iii) this Contract and the dollar amount and all other

terms and conditions of the Loan as set forth herein, the Loan Agreement and the Note are in compliance with the provisions of the Act and the Ordinance. The Energy District shall at all times, to the extent permitted by law, defend, preserve and protect the PACE Assessments created by this Contract and all the rights of the Lender hereunder against all claims and demands of all other persons whomsoever.

10. Re-Levy of PACE Assessments. If the Energy District shall have omitted to cause the assessment or collection of any PACE Assessments when it is required by this Contract or by the Act or Ordinance to have done so, then the Energy District shall take all necessary steps to cause new PACE Assessments (equal in amount to those not assessed, levied or collected plus interest and penalties, if any, thereon) to be levied against the Property in addition to those PACE Assessments otherwise to be levied or assessed against the Property. If any PACE Assessment shall become uncollectible or unenforceable for any reason, including without limitation foreclosure, judicial decree or operation of law, then the Energy District shall take all necessary steps to cause a new PACE Assessments (equal in amount to the invalid PACE Assessments plus interest and penalties, if any, thereon) ("Replacement Assessments"), to be assessed and levied against the Property and the remaining PACE Assessments due and payable under this Contract shall be adjusted to reflect such Replacement Assessments and levy and Exhibits C and D hereto shall be amended to reflect such Replacement Assessments and levy.

11. Covenant that Runs with the Land. The Property Owner agrees that the obligations set forth in this Contract, including the obligation to pay the Installments, the PACE Assessments, each PACE Assessment itself, any Replacement Assessments, any PACE liens arising in connection with each PACE Assessment, and all charges and fees permitted under this Contract are collectively a covenant for the benefit of the City and the Lender that touches, concerns and shall run with the land that comprises the Property, and are obligations upon all future owners of the qualifying Property during the term of this Contract as set forth in Section 4. Upon the transfer of ownership of the Property, including, but not limited to, a sale pursuant to a foreclosure or a sale pursuant to the exercise of a power of sale under a deed of trust, the obligation to pay Installments and PACE Assessments shall run with the land comprising the Property.

12. Waiver of Strict Compliance on Lien Notices. The Property Owner waives, to the maximum extent permitted by law, compliance with the statutory notice requirements from the Lender to the City with regard to delinquencies under Section 13-3206 of the Act, or any amendment or replacement thereto, and agree that, with respect to any given delinquency where the notice provision has not been complied with, the Lender may redeclare the delinquency on a stated date to be determined by the Lender, give notice to the City as to such redeclared delinquency as provided by the Act which shall be treated for all purposes as if such redeclared delinquency was the initial delinquency, and the City shall thereafter file the lien provided for by the Act with respect to such PACE Assessment in the time period provided by the Act.

13. Prohibition Against Other Assessments. The Property Owner shall not, during the term of this Contract, enter into any other voluntary assessment contract

with the City, or cause, suffer or permit any other voluntary assessment to be levied against the Property without the prior written consent of the Lender.

14. Waiver of Claims Against the City.

(a) For and in consideration of the City's execution and delivery of this Contract, the Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under the Property Owner, hereby waives the right to recover from the City and any and all officials, agents, employees, attorneys and representatives of the City (collectively, the "City Parties"), and fully and irrevocably releases the City Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that the Property Owner may now have or hereafter acquire against any of the City Parties and accruing from or related to (i) this Contract, (ii) the disbursement of the Loan Amount, (iii) the levy and collection of the PACE Assessments and/or Installments, (iv) the imposition of the PACE lien of the PACE Assessments, (v) the performance of the Project, (vi) the Project, (vii) any damage to or diminution in value of the Property that may result from construction or installation of the Project, (viii) any injury or death that may result from the construction or installation of the Project, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project, (xi) the amount of energy savings resulting from the Project or any assured performance guaranty, (xii) the workmanship of any third parties under any agreements including any construction contracts, and (xiii) any other matter with respect to the Project (collectively, the "Liabilities"). This release includes claims, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which the Property Owner does not suspect to exist which, if known by Property Owner, would materially affect the Property Owner’s release of the City Parties. Notwithstanding the foregoing, the Property Owner’s release under this section shall not extend to Liabilities arising from the City's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by the Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by the Property Owner and the termination of this Contract.

15. Waiver of Claims Against the Lender.

(a) For and in consideration of the Lender's execution and delivery of this Contract, the Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under the Property Owner, hereby waives the right to recover from the Lender and any and all officials, agents, employees, attorneys and representatives of the Lender (collectively, the "Lender Parties"), and fully and irrevocably releases the

Lender Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that the Property Owner may now have or hereafter acquire against any of the Lender Parties and accruing from or related to the Liabilities, as defined above. This release includes claims, obligations, liabilities, causes of action and damages of which the Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by the Property Owner, would materially affect the Property Owner's release of the Lender Parties. Notwithstanding the foregoing, the Property Owner's release under this Section shall not extend to Liabilities arising from the Lender's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by the Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by the Property Owner and the termination of this Contract.

16. Administrative Fees.

(a) The Property Owner agrees to pay a one-time administration processing fee to the Energy District in the amount of 1% of the Project costs financed through the Loan (i.e., the Loan amount less all fees and expenses incurred in issuing the Loan), or Forty Thousand Dollars ($40,000.00), whichever is greater. Such payment shall be included in the initial Installment.

(b) The Installments shall include an administrative fee to be collected by the Energy District in the amount of $500 per Tax Year as of January 1st of each Tax Year. This fee shall be included, on an annual basis, in the Installments to be set forth on Schedule of Installments attached hereto as Exhibit C.

17. Project Completion. Upon completion of the Project, Property Owner will submit to the Energy District and the Lender a written certification from Property Owner and the contractor(s), if any, that performed the work incident to the construction and installation of the Project, stating the actual cost of the Project. If the actual cost of the Project is less than the Loan Amount advanced by the Lender, the Property Owner shall immediately repay to the Energy District the excess of the amount advanced over such actual cost of the Project and the Energy District shall remit the full amount thereof to the Lender.

18. Specific Acknowledgments of Property Owner. The Property Owner specifically attests and declares that:

(a) It has obtained an acknowledged and verified written contest and subordination agreement executed by each mortgage holder or trust deed beneficiary stating that the mortgagee or beneficiary consents to the imposition

of the annual assessment and that the priority of the mortgage or truest deed is subordinated to the PACE lien established in Neb. Rev. Stat. 13-3206,

(b) There are no delinquent taxes, special assessment, water or sewer charges, or any other assessments levied on the property; that there are no involuntary lines on the property; and that the Property Owner is current on all debt secured by a mortgage or trust deed encumbering or otherwise securing the property.

(c) There are no delinquent annual assessment on the qualifying property which were imposed to pay for a different energy project under the Act.

(d) There are sufficient resources to complete the energy project and that the energy project creates an estimated economic benefit, including, but not limited to, energy and water cost savings, maintenance cost savings, and other property operating savings expected during the financing period, which is equal to or greater than the principal cost of the energy project.

19. Notices. Any notice, demand, consent, approval, request, or other communication or document required or permitted to be given by a party hereto to another party shall be deemed to have been given when (i) delivered personally (with written confirmation of receipt); (ii) sent by telefacsimile to a fax number as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service; (iii) sent by email to an email address as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service; (iv) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested); or (v) received by the addressee, if sent by certified mail, return receipt requested, to the address set forth below:

If to Property Owner:

If to Lender:

with copy to:

If to the Energy District, to: PACE District Administrator~~Lottie Mitchell~~
~~Grant Coordinator~~
City of Fremont
400 E Military

Fremont, NE 68025
~~Lottie.mitchell@fremontne.gov~~

with copy to: ~~Tyler Ficken~~
City Clerk
City of Fremont
400 E Military
Fremont, NE 68025
~~Tyler.ficken@fremontne.gov~~

or to such other person or address as the Property Owner, City, Lender and the Energy District shall furnish to each other in writing.

20. Assignment or Sale by Lender. Property Owner and the Energy District agree that the Lender may, at its option, assign the Loan, and its rights and obligations under the Loan (including this Contract, the Note and the other Loan Documents), and Property Owner, the Energy District and the Lender acknowledge and agree that there are no limitations on the right of the Lender to assign its interests in the Loan.

21. Collateral Assignment of this Contract. The Energy District agrees that this Contract may be collaterally assigned by Property Owner to the Lender and its successors or assigns.

22. Supremacy. In the event of any conflict, inconsistency or ambiguity between the provisions of this Contract and the provisions of the Loan Agreement, the provisions of this Contract shall control.

23. Compliance with Laws. The Lender and Property Owner hereby agree to comply with all applicable federal, state and local lending and disclosure requirements and with the provisions of the Act.

24. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed a single agreement.

25. Amendment. This Contract may be amended only by a writing signed by the Property Owner, the Lender and the Energy District.

26. Severability. If any one or more of the provisions of this Contract shall be found to be invalid, illegal or unenforceable in any respect of to any extent, such finding shall not affect the validity, legality or enforceability of the remaining provisions of this Contract.

27. Transferability. Property Owner, the Lender and the Energy District agree that the obligations of this Contract are covenants that shall run with the land and be binding on all future owners of the Property.

28. Effect of Subdivision of Property. No subdivision of the Property subject to this Contract shall be valid unless an amendment to this Contract divides the total PACE Assessments between the newly subdivided parcels pro rata to the special benefit realized by each subdivided parcel.

29. Non-Waiver. No waiver by Lender or Energy District of any default or breach of this Agreement or the shall operate as a waiver of any other default or of the same default on a future occasion.

30. Authorization. This Contract has been duly authorized by all necessary action by the Property Owner and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Property Owner, with any law, regulation, or court order that is applicable to the Property Owner in any way.

31. Modification of Contract. This Contract may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

[Signature Pages Follow]

PROPERTY OWNER:

[**OWNER/BUSINESS**],

By: _____
[**NAME**], [**TITLE**] of [**BUSINESS**]

STATE OF _____ )
)
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by [**NAME**], personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which he/she acted, executed the instrument. He/She is a [**TITLE**] of [**BUSINESS**], for and on behalf of said [**BUSINESS**], and he/she acknowledged, signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

_____
Notary Public

LENDER:

[**PACE LENDER**], a Nebraska limited liability company

By _____
[A**ddress**], [**Lender Contact**]

STATE OF NEBRASKA )
) ss.
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by [**Name**], personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which he/she acted, executed the instrument. He/she is the [**Lender Contact**] of [**PACE Lender**], a Nebraska limited liability company, for and on behalf of said [**PACE Lender**], and he/she acknowledged, signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

_____
Notary Public

**FREMONT AREA PACE DISTRICT**, a Nebraska clean energy district

By: _____
~~Lottie Mitchell~~, District Administrator
On behalf of the City of Fremont, Nebraska, as the governing body of the Fremont Area PACE District

STATE OF NEBRASKA )
) ss.
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which he/she acted, executed the instrument. She is the authorized signatory of the Fremont Area PACE District, a Nebraska clean energy district, for and on behalf of said Fremont Area PACE District, and he/she acknowledged, signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

_____
Notary Public

# EXHIBIT A

## Legal Description of Property

[Insert legal description].

# EXHIBIT B

## Description of Project

[Narrative]

## EXHIBIT C

## SCHEDULE OF INSTALLMENTS

The above Installments are based on the following assumptions:

1. All interest payable shall be calculated on the basis of a 360-day year, but shall be charged for the actual number of days elapsed, that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding Principal Balance, multiplied by the actual number of days the Principal Balance is outstanding.

2. There is no Installment due April 1, 20__. The amount shown above for such date represents capitalized interest.

3. The Lender disburses all Loan proceeds to the Property Owner (as defined in the Loan Agreement) on _____, 20__. Interest accrues from the date of disbursement at the interest rate described above. The Property Owner acknowledges that an amount equal to all interest that shall accrue from the date of disbursement until the date of the anticipated receipt of the initial Installment by Lender (April 1, 20__), shall be disbursed to Lender at Closing.

4. After the initial Installment, the Energy District will adjust the PACE Assessments and the subsequent Installments, if necessary, to reflect the actual PACE Assessments due pursuant to the Assessment Contract, as certified to the Energy District by Lender.

5. The above Installments shall include the County Treasurer Fee.

# EXHIBIT D

## Lender's Form of Installment Certification

Property Owner:
Property Tax Key: _____
Interest Rate: _____
Date of PACE loan: _____

| Payment Date | Date of PACE Loan | Installment | Number of Installments Remaining | Outstanding Loan Amount as of date of Installment Certification |
|---|---|---|---|---|
| | | | | |
| 04/1/ | | | | |
| 08/1/ | | | | |
| 04/1/ | | | | |
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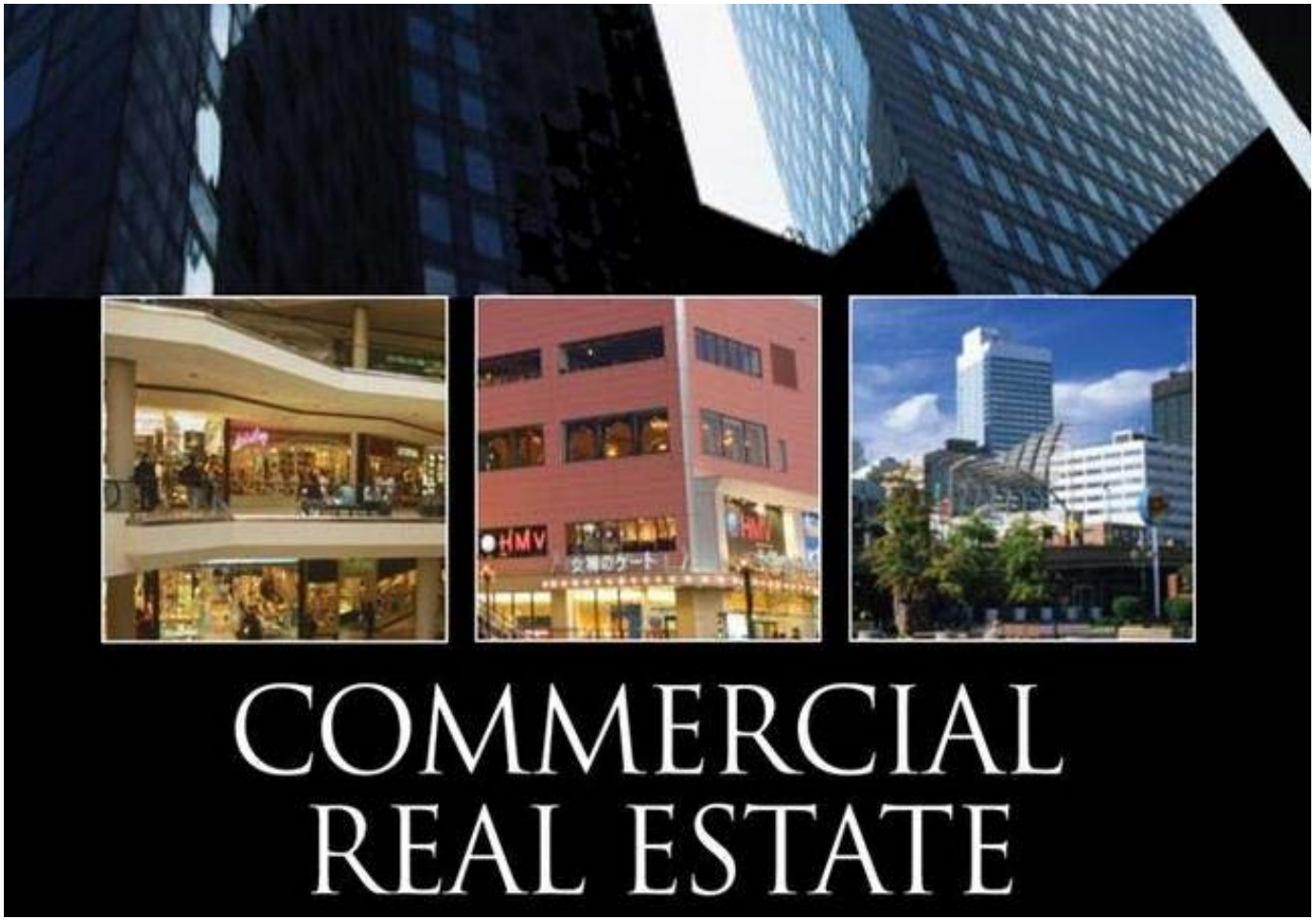
# PACE FINANCING FOR




PACESAGE Capital

# *PACE: Property Assessed Clean Energy*

- Commercial Real Estate Financing for Energy Efficiency, Water Conservation & Renewable Energy Systems
- Long Term (20-30 years)
- Fixed Rates, Non-Recourse
- Secured by Annual Assessments on the Property (reason why states and cities are involved)
- <u>No Public Funds At-Risk; No City or Taxpayer Liability</u>

PACESAGE Capital

# WHAT IS PACE FINANCING?

- Financing tool approved in 36 states, Washington, D.C.
- 20 active state programs, 6 states in-development

PACESAGE Capital

# *PACE in Nebraska*

- April 2016 – Legislature adopts PACE Act (LB 1012)*
- May 2017 – Omaha passes first PACE ordinance
- June 2018 – First PACE loan funded in Omaha
- August 2018 – Lincoln passes PACE ordinance
- April 2019 – First PACE loan funded in Lincoln
- August 2019 – La Vista passes PACE ordinance

PACESAGE Capital

# *PACE in Nebraska*

- Largest Project: $24.9 million, Omaha Capitol District
  - 333-room Marriott hotel
  - 223-unit apartment building
  - 90,000 sf retail space

- Smallest Project: $900,000 for a car wash in Omaha

- Total PACE loans approved as of 9/27/19:
  - Ten in Omaha, Two in Lincoln; approx $45 million

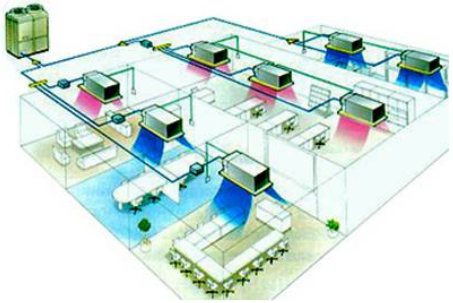
- Eight hotels; others: apartments, indoor sports facility, car wash, retail

PACESAGE Capital

# WHAT CAN PACE FINANCE?

## Qualifying Energy Conservation Measures:
## Energy Efficiency, Water Conservation, and Renewable Energy Systems

Commercial Boiler

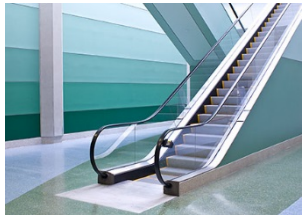


VRF HVAC System

LED Lighting

Chiller

Fume Hood



Escalator

Refrigeration

Parking Lights

PACESAGE Capital

# PACE CAN FINANCE:

Controls

Elevator

Windows

Cool Roof

Solar PV

- Insulation
- Caulking, Weather-stripping and Air Sealing
- Water Heating Systems
- Daylighting Systems
- Energy Recovery Systems
- Cogeneration and Trigeneration
- Solar, Geothermal, & Wind
- Energy efficiency related items up to 25% of the total cost of the energy project

**AND MORE…**

PACESAGE Capital

# DEVELOPMENT SCENARIOS FOR PACE

- Redevelopment including:
  - Renovations
  - Retrofits
  - Rehabs
  - Conversions
- Owner occupied building projects
- New construction
- Non profits (YMCAs & churches)

PACESAGE Capital

# PACE IN THE CAPITAL STACK

**Project Financing Without PACE**

| | | |
|---|---|---|
| Project Cost | **100** | |
| Debt | | 70 |
| Equity | | 30 |
| | **Total** | **100** |

**Project Financing With PACE**

| | | |
|---|---|---|
| Project Cost | **100** | |
| Debt | | 70 |
| **PACE** | | **20** |
| Equity | | 10 |
| | **Total** | **100** |

PACESAGE Capital

# PACE – AN ALTERNATIVE SOURCE OF EQUITY

- Cost of PACE Equity: 5.25% - 6.25% (Sept 2019)
- Cost of Investor Equity: 8% - 14%

PACESAGE Capital

# BENEFITS OF PACE

- Available through project completion in Nebraska (in many states up to 36 months beyond completion)
- PACE can fund 100% of the Energy Efficiency, Water Conservation & Renewable Energy System related improvements of a Project, up to a maximum of 20% - 30% of the property's "Value at Completion"
- Typically $500k* to $20 Million plus for a single PACE loan
- No lengthy public approval process (45 – 90 days from application to closing)

PACESAGE Capital

**less than $500k for some qualifying projects*

## Senior Lender Consent Required

In every Commercial PACE transaction, existing lienholders (typically a bank) are asked to provide Acknowledgment, Consent and Subordination to PACE liens.

In Nebraska PACE liens are ONLY triggered when a borrower misses a payment; even then it's only the missed payment that becomes a lien. PACE loans never accelerate.

First National Bank of Omaha, Great Western Bank, Union Bank, Five Points Bank, and Pinnacle Bank have consented in Nebraska.

PACESAGE Capital

# ENERGY ENGINEERING – TO QUALIFY A PACE PROJECT

**Project Details** *Submit separate sheet if necessary*

| Measure # | Description /Specification of Energy Measure |
|---|---|
| #1 | Parking Lot Lighting Retrofit: replacement of 22 existing 400w MH fixtures with new 235w LED fixtures. |
| #2 | Building Exterior Lighting Retrofit: replacement of 94 existing fixtures in soffits of the building with new LED fixtures. |
| #3 | Roof Replacement: replacement of approximately 97,000sf of roofing. Existing roof cores showed an estimated R-value of 8. New roof has a R-value of 25. |
| #4 | Storefront Window Replacement: replacement of approximately 6000sf of existing storefront window system. |
| #5 | HVAC RTU Replacements: replacement of existing rooftop units (160 tons) with high efficiency units. |
| #6 | EIFS Repairs: repair and replacement of approximately 1000sf of EIFS (and insulation) around the building. |

| Measure # | Construction Costs/Bids | Estimated Useful Life *(yrs.)* | Year #1 Energy Savings | Year #1 Maintenance & Operational Savings | Over Term Energy Savings *(specify % growth/yr.)* | Over Term Maintenance & Operational Savings *(specify % growth/yr.)* | Over Term Total Savings (Energy + O&M) |
|---|---|---|---|---|---|---|---|
| #1 | $164,468 | 20 | $954 | $2,200 | $32,390 | $74,697 | $107,087 |
| #2 | $8,563 | 20 | $410 | $2,350 | $13,920 | $79,790 | $93,710 |
| #3 | $684,218 | 30 | $1,590 | $5,000 | $53,999 | $169,766 | $223,765 |
| #4 | $121,547 | 30 | $1,005 | $1,500 | $34,111 | $50,930 | $85,041 |
| #5 | $200,000 | 20 | $23,640 | $1,500 | $802,661 | $50,930 | $853,591 |
| #6 | $126,000 | 20 | $54 | $500 | $1,824 | $16,977 | $18,800 |
| **Total** | $1,304,796 | | $27,653 | $13,050 | $938,904 | $443,090 | $1,381,994 |

| | |
|---|---|
| Estimated total energy savings (in kBtu, kwh or therms) | Electricity = 305,973kWh; Gas = 3,175Mcf |

PACESAGE Capital

# ENERGY ENGINEERING – TO QUALIFY A PACE PROJECT

*About half of the states with active PACE programs do not require PACE projects to meet a Savings to Investment Ratio (SIR). Nebraska's PACE law includes an SIR standard but to prevent the SIR from disqualifying otherwise worthy projects, LB23 (2019) allows the SIR standard to be waived by the PACE program administrator.*

From the Nebraska PACE Act: LB23 (2019)

…there are sufficient resources to complete the energy project and that the **energy project creates an** estimated economic benefit, including, but not limited to, energy **and water** cost savings, maintenance cost savings, and other property operating savings expected ~~from the energy project~~ during the financing period, **which** is equal to or greater than the principal cost of the energy project. **The estimated economic benefit may be derived from federal, state or third-party energy certifications or from standards of energy or water savings associated with a particular energy efficiency improvement or set of energy efficiency improvements. A municipality may waive the requirements of this subdivision upon request of the owner of the qualifying property, and, if such request is denied, the owner may appeal the denial …**

PACESAGE Capital

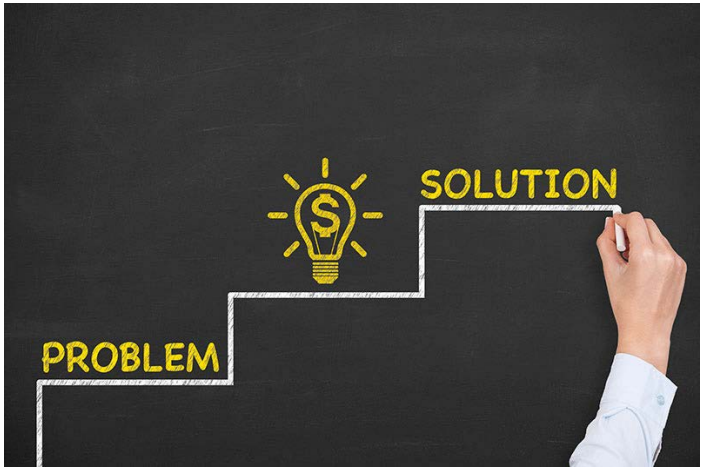
# *PACE Program Approval and Administration*

- Adopt PACE ordinance and designate PACE administrator
- Publish PACE program guide incl application & fee schedule
- Accept PACE applications including application fee
- Review and approve/deny application
- Issue letter of qualification
- Review, approve and sign PACE assessment contract
- City receives administrative fee at PACE loan closing
- Third-party confirms installation of qualifying measures
- City receives annual fee for program admin; annual report
- City responsible for filing lien if default (missed payment)

PACESAGE Capital

# Why do Cities adopt PACE?

- An Existing or New Business Owner or Developer wants to Use PACE Financing
- No Public Funds At-Risk; No City or Taxpayer Liability
- Gives Commercial Real Estate owners & developers another tool to help finance new construction or upgrade existing buildings
- Adds Another Economic Development Tool to the Tool Box (<u>today Iowa and Kansas do NOT have PACE laws</u>)




PACESAGE Capital

# Questions?

**Chris Peterson**
**Managing Partner, Nebraska**
**PACE Sage Capital, LLC**
1327 H Street, Suite 303
Lincoln, NE 68508
Cell: 402.470.7294
chris@pacesage.com
www.pacesage.com

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, Director of Planning

DATE: January 28, 2020

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

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**Recommendation:** Hold second reading of the Ordinance No. 5521

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**Background:**

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

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

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

The properties were formerly zoned R-4, residential.

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

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

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

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

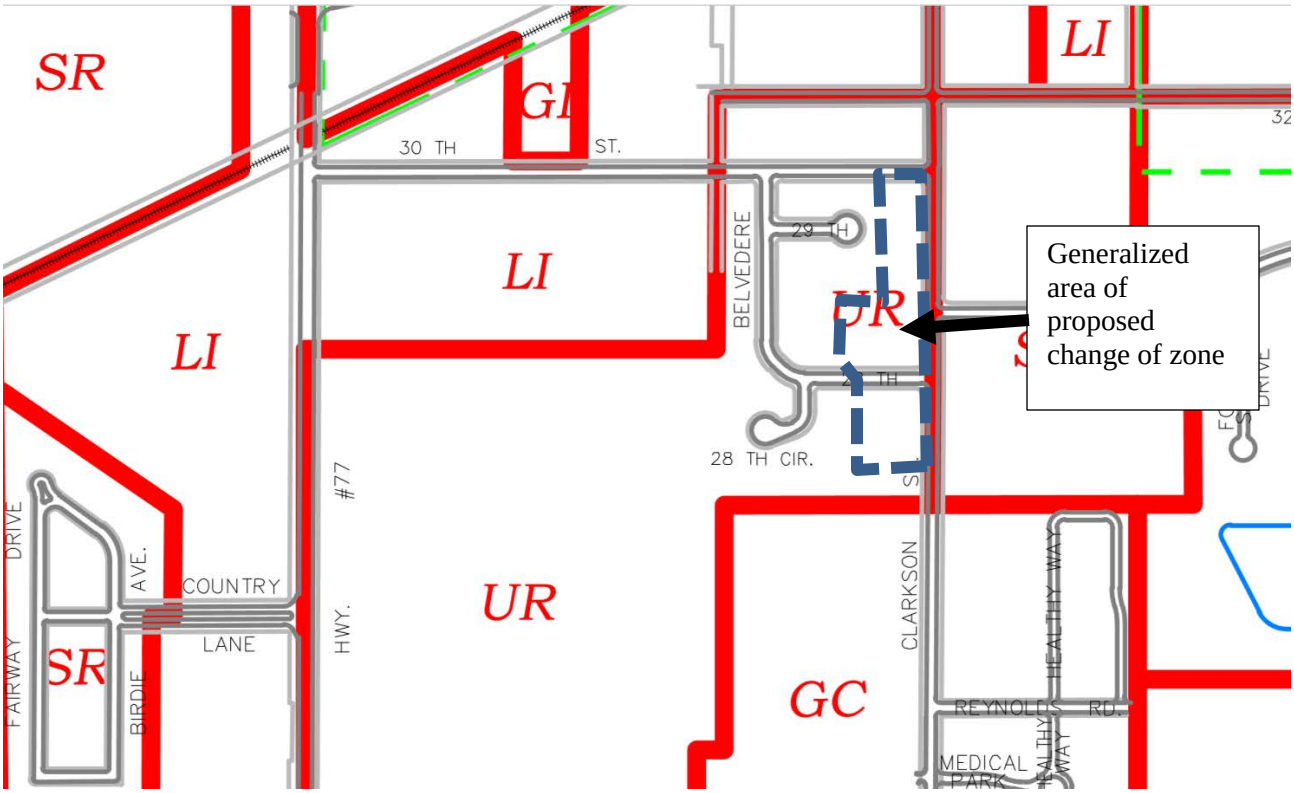
The owner of one of the properties intends to expand the building. The only way in which the owners of these properties can expand or rebuild is to change the zoning.

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

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

in conformance with the UDC.

The Planning Commission held a public hearing on this item on December 16, 2019 and unanimously recommended approval.


SR
GI
LI
30 TH
ST.
LI
LI
BELVEDERE
29 TH
UR
Generalized area of proposed change of zone
28 TH CIR.
#77
DRIVE
AVE.
COUNTRY
LANE
HWY.
UR
CLARKSON
HEALTHY WAY
SR
FAIRWAY
BIRDIE
GC
REYNOLDS RD.
MEDICAL PARK

Bloom
Optical

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

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

Planning Commission and City of Fremont:

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

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

Sincerely,

Steve Alcorn for JAST, LLC

James Wewel Jodi Wewel

James and Jodi Wewel

X

Gregory Haskins/Fremont Eye Associates

Khantella Partnership

**ORDINANCE NO. 5521**

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

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

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

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

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

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

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

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

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

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

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

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

_____

Scott Getzschman, Mayor

ATTEST:

_____

Tyler Ficken, City Clerk

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP

DATE: January 28, 2020

SUBJECT: Proposed change to UDC

---

**Recommendation:** Hold second reading of Ordinance No. 5523

---

**Background:**

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

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

The proposed changes are as follows:

*11-920 Definitions:*

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

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

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

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

CITY OF
FREMONT
NEBRASKA PATHFINDERS

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

# ZONING APPLICATION

**PROPERTY INFORMATION**

Address of Property _____

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

Brief Legal Description of Property _____

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

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

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

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

**Office Use Only**

Submittal Date _____ Project No. _____

Payment Amount _____ Receipt No. _____

Other Comments _____

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

As proposed by: Jarod Borisow

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

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

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

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

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

Proposed Change:

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

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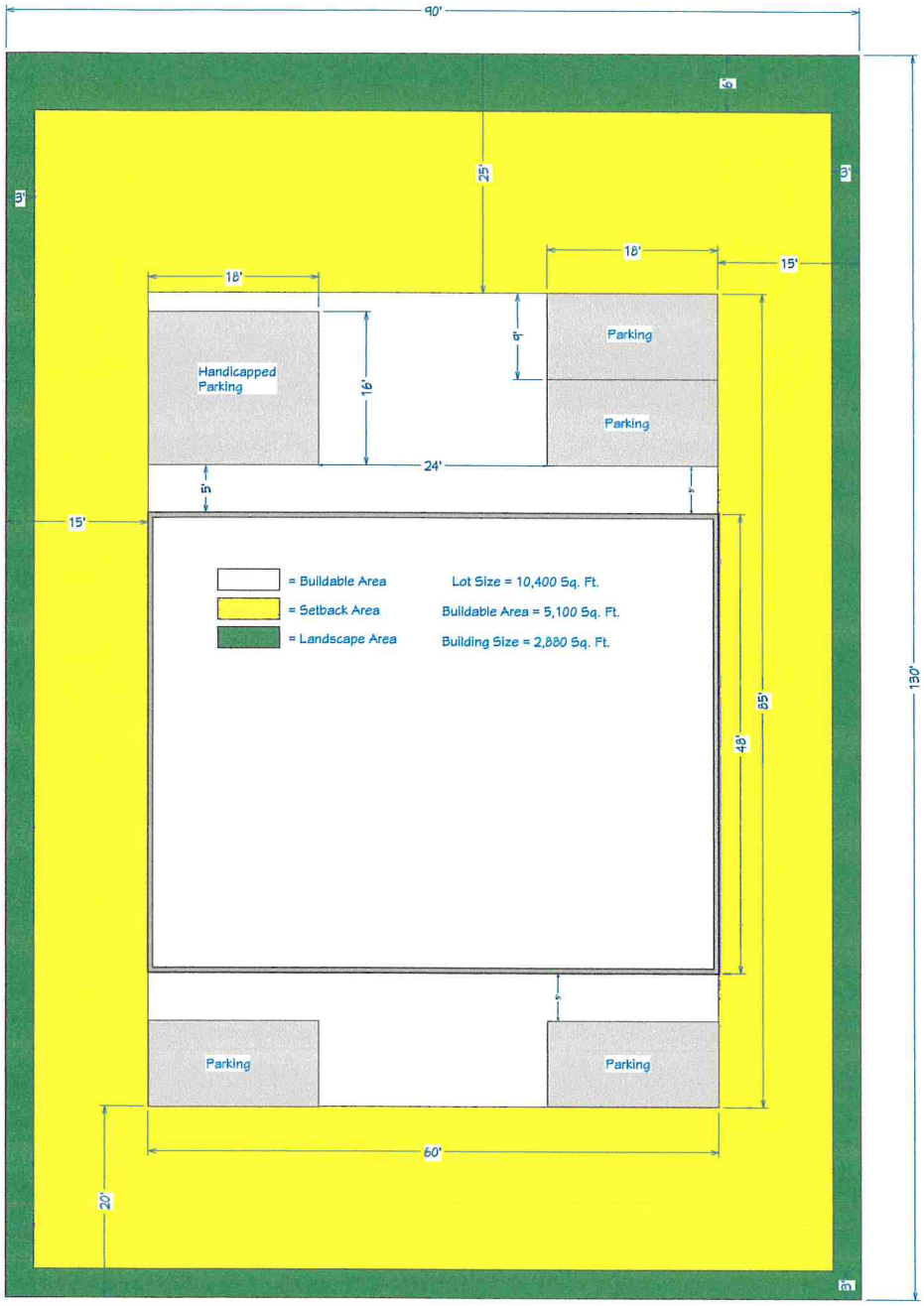
# Attachment 2
## Plot as Currently Conforming



**ORDINANCE NO. 5523**

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

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

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

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

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

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

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

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

*11-920 Definitions:*

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

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

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

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

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

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

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

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

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Troy Schaben, Assistant City Administrator – Utilities

DATE: January 28, 2020

SUBJECT: Sanitary Sewer Connection Fee Policy

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

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**Background:**

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

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

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

**Fiscal Impact:**

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

JOHN A. KRAJEWSKI, P.E.

JK Energy Consulting LLC

650 J Street, Suite 108
Lincoln, Nebraska 68508

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

October 15, 2019

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

RE: Sewer Line Extension Policy

Dear Brian:

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

## *Background*

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

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

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

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

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

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

## *Purpose and Approach*

The purpose of this project was to:

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

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

## *Comparable Municipality Analysis*

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

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

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

**Table 1**
**Comparison of Sewer Connection Policies**

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

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

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

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

## *Cost of Service Analysis*

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

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

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

**Table 2**
**Projected Monthly Margin**
**New Residential Customer**

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

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

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

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

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

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

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

## *Multi-Lot Development Waiver*

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

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

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

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

**Table 4**
**Projected Margin Analysis**
**Multiple-Lot Development**

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

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

## *Written Policy*

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

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

Sincerely yours,

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

Attachment

# ATTACHMENT 1 – PROPOSED ORDINANCE

ORDINANCE NO. 5512

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 ~~outside City.~~**

The City shall charge and collect fees for sanitary sewer connections to the public sewer ~~for properties outside the corporate limits~~ 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. ~~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).~~for which the property owner has paid the assessable cost, there will be a connection charge for each connection; if the property owner has not paid the assessable cost, there will be an additional charge for each connection; if the public sewer has been installed by the City at its own expense without~~

~~assessment of the property, the connection charge shall be the estimated assessable cost plus an additional fee for each connection.~~

(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)~~an additional charge for any connection.~~ 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. ~~Should a public sewer abutting the property be subsequently installed and costs assessed to the property, the property owner may request and receive credit against the assessable cost for that portion of the connection charge for each connection.~~ 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 28th DAY OF JANUARY, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

~~(Ord. No. 5401, 5-30-17)~~

**ORDINANCE NO. 5512**
**Option B Language**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED THIS DAY OF _____, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

**ORDINANCE NO. 5512**
**Option C Language**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED THIS DAY OF _____, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# AGENDA REPORT

**TO:** Mayor and City Council

**FROM**: Brad Yerger – Council Member – Ward 4

**DATE:** January 28, 2020

**SUBJECT:** City Council Agenda Policy

**Recommendation:** Move to approve Resolution 2019-209

**Background:**

1. On August 13, 2019 a proposed amendment to Municipal Code Chapter 2, Article 1, Section 2-106 was offered. At this meeting the item was continued to the August 27, 2019 Meeting.

2. At the August 27, 2019 meeting, this ordinance amendment was once again continued; to the October 8, 2019 meeting.

3. At the October 8, 2019 meeting, this ordinance amendment was continued indefinitely.

4. At October 8, 2019 meeting a City Council Agenda Policy was proposed (Resolution 2019-209)' discussion was continued to the November 12, 2019 meeting.

5. At the November 12, 2019 meeting Resolution 2019-209 was once gain continued; to the January 14, 2020 meeting.

6. At the January 14, 2020 meeting Staff placed Resolution 2020-011 on the agenda as an alternative to the Resolution 2019-209 Policy.

An amended policy (Resolution 2019-209) is now offered as a blended alternative and compromise. It combines Staff's alternative 2020-011 language with the original language of 2019-209.

Resolution 2019-209 merely documents the schedule, process and criteria to be employed in establishing the City Council's agenda and supporting material.

**Fiscal Impact:** None

Blended 2019-209/2020-011

# City of Fremont
# City Council Agenda Policy

## Resolution 2019-209

A POLICY OF THE CITY OF FREMONT, NEBRASKA, ESTABLISHING PROCEDURES FOR CITY COUNCIL AGENDAS.

Agenda for meetings:

1. The City Clerk shall place upon the agenda of any regular, special or formal study session meeting only those matters which have been directed by the Mayor, a Council Member, or authorized by the City Administrator before the following times:

   a. Items and backup from the Mayor, City Staff/Boards/Commissions - end of the seventh (7th) day prior to the date of the meeting; Late filed items submitted after the deadline will be held over and placed on the next regularly scheduled City Council meeting.

   b. Claims report from Treasurer - end of the fifth (5th) day prior to the date of the meeting,

   c. Trade permits from City Clerk - 12:00pm of the fourth (4th) day prior to the date of the meeting,

   d. Items and backup from a member of City Council – 12:00pm of the fourth (4th) day prior to the date of the meeting.

   e. Emergency items shall follow Fremont Municipal Code and State Statute.

2. A current working agenda in draft form will be maintained by the City Clerk and posted on the City's website.

3. The preliminary final draft of the agenda and supporting materials will be posted to the City's website before the end of the sixth (6th) day prior to the date of the meeting. Subsequent revisions will be posted to the website as soon as possible.

4. The final agenda and supporting materials will be posted to the City's website before the end of the sixth (4th) day prior to the date of the meeting.

5. Agenda items deemed to be of a routine nature and not requiring the authorization / expenditure of City funds, with the exception of the Claims Report, may be categorized on the Council's agenda as "Consent Agenda" items. If items are subsequently removed they will be placed under New Business for the Council and the Public to address.

PASSED AND APPROVED THIS 14th DAY OF JANUARY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: Mayor and City Council
FROM: Brian Newton, City Administrator
DATE: January 28, 2020
SUBJECT: Agenda Policy

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**Recommendation:** Move to approve Resolution 2020-011

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**Background:** 1) On August 13, 2019, Councilman Yerger proposed amending Municipal Code Chapter 2, Article 1, Section 2-106. The item was continued until the August 27, 2019 Meeting.

2) At the August 27, 2019 meeting, the ordinance was continued until the October 8, 2019 meeting.

3) At the October 8, 2019 meeting, Councilman Yerger asked the ordinance be continued indefinitely, which was approved. Also, at this meeting, Councilman Yerger's proposed Resolution 2019-209 for an Agenda Policy was continued until the November 12, 2019 meeting

4) At the November 12, 2019 meeting the resolution was continued until the January 14, 2020 meeting.

Staff is proposing an amended policy (Resolution 2020-011) as an alternative to Councilman Yerger's policy. The policy simply affirms Staff's commitment to City Council to get the agenda and supporting material published six days prior to the meeting.

**Fiscal Impact:** None

# City of Fremont City Council Policy
# Agenda Policy 2020-011

A POLICY OF THE CITY OF FREMONT, NEBRASKA, ESTABLISHING PROCEDURES FOR CITY COUNCIL AGENDAS.

Agenda for meetings.

1. The City Clerk shall place upon the agenda of any regular, special or formal study session meeting only those matters which have been directed by one (1) Council Member, or authorized by the Mayor or the City Administrator before the following times:

   a. Items and backup from City Staff/Boards/Commissions - end of the seventh (7th) day prior to the date of the meeting,

   b. Claims report from Treasurer - end of the fifth (5th) day prior to the date of the meeting,

   c. Trade permits from City Clerk - 12:00pm of the fourth (4th) day prior to the date of the meeting,

   d. Items and backup from the Mayor or members of City Council – 12:00pm of the fourth (4th) day prior to the date of the meeting.

   e. Emergency items shall follow Fremont Municipal Code and State Statute.

2. A current agenda in draft form will be maintained by the City Clerk and posted on the City's website.

3. The first draft of the agenda and supporting materials will be posted to the City's website before the end of the sixth (6th) day prior to the date of the meeting. Subsequent drafts will be posted to the website as soon as possible.

PASSED AND APPROVED THIS 28th DAY OF JANUARY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

Revised 1/8/20

# CITY COUNCIL MEETING
# AGENDA POLICY

City Council meetings, scheduled for the second and last Tuesday of the month per the Fremont Municipal Code, will adhere to the following policy and scheduling deadlines in the development of the City Council's meeting agenda.

The agenda item deadlines, including the requisite supporting Council packet materials, are as follows:

1. City Council agendas items proposed and discussed by the Mayor, City Administration, and City Staff at each of their weekly Staff meetings shall be posted on the City's public website, marked as "Draft Agenda".

2. The City Council draft agenda shall consist of items proposed by the Mayor, City Administration, City Staff, and any other recommending City Board or Commission. The draft agenda items shall be accompanied by the requisite supporting agenda materials.

    a. The draft agenda items along with all Staff, Board or Commission supporting materials must be provided to the City Clerk in a timely manner so as to facilitate a Wednesday, preceding any regularly scheduled City Council meeting, release and posting of the "Draft Agenda" on the City's public website. Late filed agenda requests or supporting items submitted after this deadline shall cause the agenda item and supporting materials to be held over and placed on the next regularly scheduled City Council meeting.

    b. The only exceptions to this Draft Agenda release deadline will be to accommodate the Finance Director's Claims Report and any last minute requests for trade application permits.

    c. When an update to the Draft Agenda is required to incorporate the Claims Report or last minute authorized trade application permits, the due date for such data will be no later than 2:00 PM the Friday (three (3) calendar days) preceding the meeting of the City Council.

3. City Council members may add additional items to the Draft Agenda, and/or add or supplement the supporting materials, until 2:00 PM the Thursday before the Council meeting. After which, and in accord with 2(a) and 2(b) above, the City Clerk will formally prepare and publish the "Final Agenda"

for the upcoming City Council Meeting.

4. Agenda items deemed to be of a routine nature, and not requiring the authorization or expenditure of City funds, with the exception of the Claims Report, may be categorized on the Council's agenda as "Consent Agenda" items. However, such categorization on the Council's Agenda is subject to removal and placement in the Council's Regular Agenda at the request of the Mayor, any City Council member, or member of the public.

    a. Items subsequently removed from the Consent Agenda by the Mayor, any member of the Council, or by a member of the Public at a City Council meeting, will be moved to, and discussed along with other Regular Agenda items under New Business. Both the City Council and the Public will have an opportunity to address and discuss such matters.

5. City Council regular meeting "Final Agendas", along with all requisite supporting documents, will be published on the City's website no later than three (3) calendar days (or the Friday) in advance of the Council's scheduled meeting.

6. The City Council's Final Agenda described above, may be only be further modified after the Friday agenda release for items deemed to be an emergency as specified under Nebraska Statute and decisions[1].

7. Postings of the City Council agendas, and any updates, shall occur at times as required by this policy and by the *Nebraska Open Meetings Act* for posting of notices in public places.

The agenda for each public meeting of the City Council, as well as each, any, or all public meetings of any committees, boards or commissions of the City governed by the State's Open Public Meetings Laws shall be posted on the public website of the City and will be continuously kept current there and shall contain a statement that the agendas shall be readily available for inspection in the City Clerk's office. All postings shall occur no later than the times required by the *Nebraska Open Meetings Act* for posting of notices in public places.

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[1] "An emergency is '(a)ny event or occasional combination of circumstances, which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition.'" *Steenblock v. Elkhorn Township Bd.* 245 Neb. 722, 515 N.W. 2d 128 (1994)

# RESOLUTION NO. 2019-209

A Resolution of the City Council of the City of Fremont, Nebraska approving the City Council Meeting Agenda Policy.

**WHEREAS,** the attached policy proposes to accelerate and set deadlines for agenda items and the delivery of agendas to Council and codifies rules for certain agenda-related matters.

**NOW THEREFORE BE IT RESOLVED,** that the Mayor and City Council hereby approve the City Council Meeting Agenda Policy.

PASSED AND APPROVED THIS 28th DAY OF JANUARY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Don Simon, Chief Building Inspector

DATE: January 28, 2020

SUBJECT: Amendments to Chapter 9 – Fee Schedule - Appendix A

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**Recommendation:** 1) Motion to hold first reading of the ordinance
2) Move to suspend the rules and place the ordinance on final reading
3) Hold the final reading and pass the ordinance

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**Background:** Review and consider fee amendments to Chapter 9 – Fee Schedule - Appendix A of the Fremont Municipal Code. An amendment is being made for the new construction and additions permit fee in regards to the International Code Council Building Valuation Data (BVD) table. The BVD will be updated every even year. By updating the BVD every other year, it will be more in line with the city's budget cycle.

Another amendment is modifying Grading – Over 1 Acre to read as Commercial Grading. Reviewing residential grading sites is not currently being done, but reviewing all commercial grading sites, regardless of size, is being done to make sure requirements for storm sewer and run-off is being completed. Residential grading review will be done in the future.

Mechanical medical gas piping fees are being added because it can be installed to a property at any time and not because of new construction, an addition or alteration. Medical gas piping also requires a special certification to install it so that is why it is separated from the current gas piping fee.

We are requesting the three readings be waived to coordinate with the timing of the update and anticipated approval of the Master Fee Schedule on February 11, 2020.

**Fiscal Impact: None**

Fee Schedule – Appendix A

On buildings and structures, or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the following schedule:

Permit fees for *new construction* and *additions* shall be based on the total construction value of the proposed work. The total construction value shall include all labor and material cost including electrical, mechanical, plumbing, etc. The valuation shall be based on the ~~most recent~~ published values per square foot as established by the International Code Council Building Valuation Data (BVD) using a regional construction cost adjustment factor of .0055 except where a valid cost breakdown is submitted to and approved by the Building Official. The BVD will be updated every even year. A valid cost breakdown shall be the actual contract cost (including all labor and materials) as provided by the applicant and accepted as reasonable by the Building Official. Any finished basements that are completed *during* the new construction, the fee for the basement square footage will be assessed at 30% ~~50%~~ of the BVD.

The total valuation of building alterations, accessory structures, decks, porches, in-ground pools, roofs, siding, windows, doors, gutters and other work not specifically stated in flat fee permit list shall be based on actual contract cost (including all labor and materials) or estimated cost as established by the Building Official based on cost typically charged for the work. The valuation for projects listed above must include electrical, plumbing and/or mechanical fees if that work is being completed. See the following fee schedule:

| **TOTAL VALUATION** | **FEE** |
|---|---|
| $1 to $1600 | See Fremont Master Fee Schedule |
| $1601 to $2,000 | See Fremont Master Fee Schedule |
| $2,001 to $25,000 | See Fremont Master Fee Schedule |
| $25,001 to $50,000 | See Fremont Master Fee Schedule |
| $50,001 to $100,000 | See Fremont Master Fee Schedule |
| $100,001 to $500,000 | See Fremont Master Fee Schedule |
| $500,001 and over | See Fremont Master Fee Schedule |

| **Flat Fee Permits** | |
|---|---|
| Above Ground Pool | See Fremont Master Fee Schedule |
| Commercial Work-Site Trailer (includes all hookups) | See Fremont Master Fee Schedule |
| Electrical – 101-200 Amp | See Fremont Master Fee Schedule |
| Electrical – 1-100 Amp | See Fremont Master Fee Schedule |
| Electrical – 201-400 Amp | See Fremont Master Fee Schedule |
| Electrical – 401-600 Amp | See Fremont Master Fee Schedule |
| Electrical – 601-800 Amp | See Fremont Master Fee Schedule |
| Electrical – 801-1000 Amp | See Fremont Master Fee Schedule |

| | |
|---|---|
| Electrical – Larger than 1001 Amp | See Fremont Master Fee Schedule |
| Electrical – New Branch Circuit and Feeders | See Fremont Master Fee Schedule |
| Electrical – Repair work on existing sign | See Fremont Master Fee Schedule |
| Electrical – Repair/Work Existing Electrical Service | See Fremont Master Fee Schedule |
| Electrical – Storm Damage Repair | See Fremont Master Fee Schedule |
| Fence/Retaining Wall (0-300 Lineal Feet) | See Fremont Master Fee Schedule |
| Fence/Retaining Wall (301+ Lineal Feet) | See Fremont Master Fee Schedule |
| Flood Plain Development | See Fremont Master Fee Schedule |
| Full Demolition | See Fremont Master Fee Schedule |
| Commercial Grading ~~– Over 1 Acre~~ | See Fremont Master Fee Schedule |
| Interior Demolition | See Fremont Master Fee Schedule |
| Letter of Flood Plain Determination | See Fremont Master Fee Schedule |
| Letter of Map Amendment (LOMA) Community Acknowledgement | See Fremont Master Fee Schedule |
| Mechanical – Cooling Only Replacement (includes electrical) | See Fremont Master Fee Schedule |
| Mechanical – Gas Piping | See Fremont Master Fee Schedule |
| Mechanical – Heating and Cooling Replacement (includes electrical) | See Fremont Master Fee Schedule |
| Mechanical – Heating Only Replacement (includes electrical) | See Fremont Master Fee Schedule |
| Mechanical – Medical Gas Piping (up to 3 openings) | $30 |
| Mechanical – Medical Gas Piping (4 or more openings) | $10 per additional openings |
| New Mobile Home (includes all hookups) | See Fremont Master Fee Schedule |
| Plumbing – Backflow Preventer/City Service Containment Device (RPZ) | See Fremont Master Fee Schedule |
| Plumbing – Fixture Opening | See Fremont Master Fee Schedule |
| Plumbing – Gas Piping | See Fremont Master Fee Schedule |
| Plumbing – Sprinkler System/Backflow Prevention | See Fremont Master Fee Schedule |
| Plumbing – Water Conditioner | See Fremont Master Fee Schedule |
| Plumbing – Water Heater | See Fremont Master Fee Schedule |
| Septic System | See Fremont Master Fee Schedule |
| Septic System-Field Only | See Fremont Master Fee Schedule |
| Septic System-Tank Only | See Fremont Master Fee Schedule |
| Sign – 1-35 Sq Ft | See Fremont Master Fee Schedule |
| Sign – 36-75 Sq ft | See Fremont Master Fee Schedule |
| Sign – 76-150 Sq Ft | See Fremont Master Fee Schedule |

| | |
|---|---|
| Sign – 151-300 Sq Ft | See Fremont Master Fee Schedule |
| Sign – Over 300 Sq Ft | See Fremont Master Fee Schedule |
| Sign – Temporary | See Fremont Master Fee Schedule |

Any encroachment in the right of way in the Downtown Commercial District, such as sidewalk cafés, awnings, etc will be assessed by the following fee schedule:

| **Project Valuation** | **Fee** |
|---|---|
| $1 - $50 | See Fremont Master Fee Schedule |
| $51 - $200 | See Fremont Master Fee Schedule |
| $201 - $1000 | See Fremont Master Fee Schedule |
| $1001 - $5000 | See Fremont Master Fee Schedule |
| Over $5001 | See Fremont Master Fee Schedule |

Other Plan Review and Inspection Related Fees:

(1) Inspections Performed Outside of Normal Business Hours. Where previously approved by the Code Official, inspections performed outside of normal business hours shall be billed at a rate of $300.00 per hour with a minimum of a one and one-half hour charge.
(2) Re-inspections. A re-inspection fee in the amount of $50.00 may be assessed by the Code Official when:
    a. Inspections called for are not ready, or are not readily available for inspection,
    b. The building address or permit is not clearly posted,
    c. City approved plans are not on-site, or
    d. Correction items have not been corrected.
(3) Plan Review and Inspections For Which No Fee Is Specifically Identified. Plan review fee and inspection fees, including re-review of shall be assessed at a rate of $50.00 per hour.

Work Performed Without A Permit Fee: If work for which a permit is required by the building ordinance is commenced prior to obtaining a required permit, the following penalties will be assessed:

(a) First Offense: A fee of $100.00 plus the permit fees per the master fee schedule.
(b) Second Offense: A fee of $500.00 plus the permit fees per the master fee schedule.
(c) Third Offense: A general contractor performing work without a permit will not be issued any building permits for 6 months and must be reviewed by the Building Code Advisory and Appeals Board before reissuance of permits. The master registration for the electrical, mechanical or plumbing contractor performing work without a permit will be revoked for 6 months and reinstated after review by the Building Code Advisory and Appeals Board.

Registration Fees: All tradesmen engaged in the electrical, mechanical, or plumbing contracting business, erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing system, in whole or in part, are required to obtain an occupational registration and pay a fee as follows:

| REGISTRATION | FEE |
|---|---|
| Master Registration | See Fremont Master Fee Schedule |
| Master Examination* | See Fremont Master Fee Schedule |
| Journeyman Registration | See Fremont Master Fee Schedule |
| Journeyman Examination* | See Fremont Master Fee Schedule |
| Apprentice Registration | See Fremont Master Fee Schedule |
| Onsite Wastewater Treatment Professional Registration | See Fremont Master Fee Schedule |
| Water Conditioning Contractor/Installer Registration | See Fremont Master Fee Schedule |
| Water Conditioning Contractor/Installer Examination* | See Fremont Master Fee Schedule |
| Renewal Fee | See Fremont Master Fee Schedule |

* For examinations administered by the City. All other examination fees shall be paid directly to the proctor.

**ORDINANCE NO. 5524**

**AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING CHAPTER 9 – FEE SCHEDULE - APPENDIX A OF THE FREMONT MUNICIPAL CODE; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICTS THEREWITH; PROVIDING A SEVERABILITY AND SAVING CLAUSE, AND ESTABLISHING 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,** the City of Fremont has a Master Fee Schedule that correlates with Chapter 9 – Fee Schedule - Appendix A; and,

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

**SECTION 1. MUNICIPAL CODE AMENDMENT.** That Fremont Municipal Code (FMC) Chapter 9 Building Regulations – Fee Schedule - Appendix A is hereby amended as follows:

Fee Schedule - Appendix A

On buildings and structures, or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the following schedule:

Permit fees for *new construction* and *additions* shall be based on the total construction value of the proposed work. The total construction value shall include all labor and material cost including electrical, mechanical, plumbing, etc. The valuation shall be based on the published values per square foot as established by the International Code Council Building Valuation Data (BVD) using a regional construction cost adjustment factor of .0055 except where a valid cost breakdown is submitted to and approved by the Building Official. The BVD will be updated every even year to the February table published that year. A valid cost breakdown shall be the actual contract cost (including all labor and materials) as provided by the applicant and accepted as reasonable by the Building Official.

Any finished basements that are completed *during* the new construction, the fee for the basement square footage will be assessed at 30% of the BVD.

The total valuation of building alterations, accessory structures, decks, porches, in-ground pools, roofs, siding, windows, doors, gutters and other work not specifically stated in flat fee permit list shall be based on actual contract cost (including all labor and materials) or estimated cost as established by the Building Official based on cost typically charged for the work. The valuation for projects listed above must include electrical, plumbing and/or mechanical fees if that work is being completed. See the following fee schedule:

| TOTAL VALUATION | FEE |
|---|---|
| $1.00 to $1,600.00 | See Fremont Master Fee Schedule |
| $1,601.00 to $2,000.00 | See Fremont Master Fee Schedule |

| | |
|---|---|
| $2,001.00 to $25,000.00 | See Fremont Master Fee Schedule |
| $25,001.00 to $50,000.00 | See Fremont Master Fee Schedule |
| $50,001.00 to $100,000.00 | See Fremont Master Fee Schedule |
| $100,001.00 to $500,000.00 | See Fremont Master Fee Schedule;<br>$1,000.00 or fraction thereof, up to and including $500,000.00 |
| $500,001.00 and over | See Fremont Master Fee Schedule;<br>$1,000.00 or fraction thereof |

| **Flat Fee Permits** | |
|---|---|
| Above Ground Pool | See Fremont Master Fee Schedule |
| Commercial Work-Site Trailer (includes all hookups) | See Fremont Master Fee Schedule |
| Electrical - 101—200 Amp | See Fremont Master Fee Schedule |
| Electrical - 1—100 Amp | See Fremont Master Fee Schedule |
| Electrical - 201—400 Amp | See Fremont Master Fee Schedule |
| Electrical - 401—600 Amp | See Fremont Master Fee Schedule |
| Electrical - 601—800 Amp | See Fremont Master Fee Schedule |
| Electrical - 801—1000 Amp | See Fremont Master Fee Schedule |
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| Electrical - Storm Damage Repair | See Fremont Master Fee Schedule |
| Fence/Retaining Wall (0—300 Lineal Feet) | See Fremont Master Fee Schedule |
| Fence/Retaining Wall (301+ Lineal Feet) | See Fremont Master Fee Schedule |
| Flood Plain Development | See Fremont Master Fee Schedule |

| | |
|---|---|
| Full Demolition | See Fremont Master Fee Schedule |
| Commercial Grading | See Fremont Master Fee Schedule |
| Interior Demolition | See Fremont Master Fee Schedule |
| Letter of Flood Plain Determination | See Fremont Master Fee Schedule |
| Letter of Map Amendment (LOMA) Community Acknowledgement | See Fremont Master Fee Schedule |
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| Mechanical - Gas Piping | See Fremont Master Fee Schedule |
| Mechanical - Heating and Cooling Replacement (includes electrical) | See Fremont Master Fee Schedule |
| Mechanical - Heating Only Replacement (includes electrical) | See Fremont Master Fee Schedule |
| Mechanical – Medical Gas Piping (up to 3 openings) | $30 |
| Mechanical – Medical Gas Piping (4 or more openings) | $10 per additional opening |
| New Mobile Home (includes all hookups) | See Fremont Master Fee Schedule |
| Plumbing - Backflow Preventer/City Service Containment Device (RPZ) | See Fremont Master Fee Schedule |
| Plumbing - Fixture Opening | See Fremont Master Fee Schedule |
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| Plumbing - Sprinkler System/Backflow Prevention | See Fremont Master Fee Schedule |
| Plumbing - Water Conditioner | See Fremont Master Fee Schedule |
| Plumbing - Water Heater | See Fremont Master Fee Schedule |
| Septic System | See Fremont Master Fee Schedule |
| Septic System-Field Only | See Fremont Master Fee Schedule |
| Septic System-Tank Only | See Fremont Master Fee Schedule |
| Sign - 1—35 Sq Ft | See Fremont Master Fee Schedule |
| Sign - 36—75 Sq ft | See Fremont Master Fee Schedule |

| | |
|---|---|
| Sign - 76—150 Sq Ft | See Fremont Master Fee Schedule |
| Sign - 151—300 Sq Ft | See Fremont Master Fee Schedule |
| Sign - Over 300 Sq Ft | See Fremont Master Fee Schedule |
| Sign - Temporary | See Fremont Master Fee Schedule |

Any encroachment in the right of way in the Downtown Commercial District, such as sidewalk cafés, awnings, etc will be assessed by the following fee schedule:

| Project Valuation | Fee |
|---|---|
| $1.00—$50.00 | See Fremont Master Fee Schedule |
| $51.00—$200.00 | See Fremont Master Fee Schedule |
| $201.00—$1,000.00 | See Fremont Master Fee Schedule |
| $1,001.00—$5,000.00 | See Fremont Master Fee Schedule |
| Over $5,001.00 | See Fremont Master Fee Schedule |

Other Plan Review and Inspection Related Fees:

(1) Inspections Performed Outside of Normal Business Hours. Where previously approved by the Code Official, inspections performed outside of normal business hours shall be billed at a rate in accordance with the Fremont Master Fee Schedule with a minimum of a one and one-half hour charge.

(2) Re-inspections. A re-inspection fee in accordance with the Fremont Master Fee Schedule may be assessed by the Code Official when:

a. Inspections called for are not ready, or are not readily available for inspection,

b. The building address or permit is not clearly posted,

c. City approved plans are not on-site, or

d. Correction items have not been corrected.

(3) Plan Review and Inspections For Which No Fee Is Specifically Identified. Plan review fee and inspection fees, including re-review of shall be assessed at a rate according the Fremont Master Fee Schedule.

Work Performed Without A Permit Fee: If work for which a permit is required by the building ordinance is commenced prior to obtaining a required permit, the following penalties will be assessed:

(a) First Offense: A fee of $100.00 plus the permit fees per the Fremont Master Fee Schedule.

(b) Second Offense: A fee of $500.00 plus the permit fees per the master fee schedule.

(c) Third Offense: A general contractor performing work without a permit will not be issued any building permits for 6 months and must be reviewed by the Building Code Advisory

and Appeals Board before reissuance of permits. The master registration for the electrical, mechanical or plumbing contractor performing work without a permit will be revoked for 6 months and reinstated after review by the Building Code Advisory and Appeals Board.

Registration Fees: All tradesmen engaged in the electrical, mechanical, or plumbing contracting business, erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing system, in whole or in part, are required to obtain an occupational registration and pay a fee as follows:

| REGISTRATION | FEE |
|---|---|
| Master Registration | See Fremont Master Fee Schedule |
| Master Examination* | See Fremont Master Fee Schedule |
| Journeyman Registration | See Fremont Master Fee Schedule |
| Journeyman Examination* | See Fremont Master Fee Schedule |
| Apprentice Registration | See Fremont Master Fee Schedule |
| Onsite Wastewater Treatment Professional Registration | See Fremont Master Fee Schedule |
| Water Conditioning Contractor/Installer Registration | See Fremont Master Fee Schedule |
| Water Conditioning Contractor/Installer Examination* | See Fremont Master Fee Schedule |
| Renewal Fee | See Fremont Master Fee Schedule |

* For examinations administered by the City. All other examination fees shall be paid directly to the proctor.

**SECTION 2. REPEALER.** That all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3. SEVERABILITY.** That if any section, subsection, sentence, clause 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 28th DAY OF JANUARY, 2020**

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

# AGENDA REPORT

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Susan Jacobus - Ward 2 - City Council Member/President

**DATE:** January 9, 2020

**SUBJECT:** Motion to approve authorization of the City Attorney to obtain a formal written opinion from the Nebraska Accountability and Disclosure Commission in regard the Mayor's potential conflict of interest involved in the passage of Ordinance 5507, which was an interdependent condition of Resolution 2019-229.

**RECOMMENDATION:** **Motion to approve** authorization of the City Attorney to draft a formal letter and complete the requisite forms for the Council's approval and submission to the Nebraska Accountability and Disclosure Commission in regard to the Mayor's potential conflict of interest and involvement in discussing, advocating for and voting in the passage Ordinance 5507, which was interdependent condition of Resolution 2019-229.

**Background:**

The Mayor participated in discussion, advocated for passage and cast the deciding vote in the passage of Ordinance 5507, which was an interdependent condition of Resolution 2019-229.

The Mayor holds a Trustee position for the Resolution 2019-229 applicant.

The City Council wishes to have the City Attorney seek and obtain a formal opinion from the Nebraska Office of Accountability and Disclosure Commission regarding the Mayor's potential conflict of interest in the passage of these interdependent matters.

With approval of this motion, the City Attorney is hereby commissioned to draft a formal letter of inquiry and complete the requisite forms for the Council's approval and to submit the Council approved documents to the Nebraska Accountability and Disclosure Commission in order to obtain a written opinion regarding the Mayor's potential conflict of interest and involvement in the discussion, advocacy, voting and passage Ordinance 5507, which was an interdependent condition of Resolution 2019-229.

**Fiscal Impact: None**

**AGENDA ITEM**

**Council Member Yerger Item** – Discussion of the Ordinance 5507 implementation process, requisite actions and a motion that would clarify, assure accuracy and/or correct any procedural malfeasance in regard to the passage and final language of Ordinance 5507, as amended at the November 26, 2019 Council meeting.

# AGENDA REPORT

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Brad Yerger - Ward 4 - City Council Member

**DATE:** January 9, 2020

**SUBJECT:** Clarification, assured accuracy and/or correction of any procedural malfeasance or result in regard to the passage and final language of Ordinance 5507, as amended at the November 26, 2019 Council meeting.

**RECOMMENDATION: Motion to approve** clarification, assure accuracy and/or make any necessary corrections to the final language of Ordinance 5507, as amended at the November 26, 2019 Council meeting.

**Background:** Ordinance 5507 was initially offered for 1st reading on October 8, 2019.

Ordinance 5507 was on the October 26, 2019 Council agenda as 2nd reading and the proposed Ordinance language was unchanged from October 8, 2019.

Ordinance 5507 was on the November 14, 2019 Council agenda as final reading. However, the attached Ordinance 5507 language reflected some differences and indicated a strike through of paragraph 3. This strike through edit was not offered, acted on or approved by Council at this, or previous meetings. An alternative rewrite of Ordinance 5507 was also offered at this meeting as a late filed exhibit by Staff, but no discussion or action on that language, or the Ordinance final reading documents, was allowed. Further action on the Ordinance was continued to the November 26, 2019 meeting.

The amendment of, and final passage of, Ordinance 5507 at the November 26, 2019 meeting was predicated on a motion that required using and amending the “Original Resolution 5507” language.

The “Original Resolution 5507” language re-entered into the record and used at the November 26, 2019 meeting requires validation. It should, and does, appear to match the Planning Commission version of the language discussed at their July 9, 2019 meeting. It also appears to match the version of the language originally presented to the City Council at the October 8, 2019 meeting and the language presented at the 2nd reading on October 26, 2019, but not at the November 12 meeting. For the November 12 meeting the Resolution language was shown with a strike thorough edit in paragraph 3.

The “Original” Resolution language being used at the November 26, 2019 meeting should match the October 8, 2019 1st and 2nd reading language since that language was never formally changed or amended by City Council action to reflect the language that was in the Staff supportive material at the November 12, 2019 meeting nor in the language suggested in redline edits offered by Staff in the November 26, 2019 Council packet material; that red line suggested striking paragraph 3, but no such action was taken.

Given the sequence of events and a video/audio review of Council actions, a validation of final Ordinance 5507 language is required before implementation since the 1st reading October 8, 2019 Ordinance 5507 language was never officially modified or amended by Council action before its reference and use in obtaining final passage of Ordinance 5507 at the November 26, 2019 meeting.

At the November 26, 2019 meeting, the only amendment offered and approved was an amendment to paragraph 2 of the Original Ordinance for the purpose of removing the 300’ AR provisions cited in paragraph 2.

The “Original” version of the Ordinance has a paragraph 3, which listed the unit values for three separate residential zoning districts. Validation needs to occur to assure that the ‘final approved” version of the Ordinance 5507 language includes the un-amended Original Ordinance 5507 paragraph 3 language.

**Recommendation:** In summary, final passage of Ordinance 5507 needs to reflect the Original Resolution 5507 “1st reading” language from the October 8, 2019 meeting, along with the approved November 26 amendment made to paragraph 2.

Validation needs to insure that the amendment motion made at the November 26, 2019 meeting, which, as stated, only removed “the AR provisions cited in paragraph 2” of the “Original Ordinance” 5507 language. The the approved amendment did not address modifying paragraph 3 of the “Original” Resolution language and this should be confirmed.

**Fiscal Impact: None**

November 12, 2019 Recorded Minutes for Ordinance 5507 aproval from November 26, 2019 meeting.

21. Ordinance 5507 amending Exhibit B of Ordinance 5427 Section 11-504.01 regarding placement and density of multifamily dwellings (final reading). Council Member Jensen moved, seconded by Council Member Legband to receive copy of the original Ordinance 5507 into the record. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member Jensen to amend Ordinance 5507 to strike the second and third paragraph. Ayes: McClain, Jensen, Jacobus. Nays: Ellis, Kuhns, Bechtel, Yerger, Legband. Motion failed. Council Member Legband moved, seconded by Council Member McClain to amend the Original Ordinance 5507 to remove AR. Ayes: McClain, Kuhns, Bechtel, Legband, Getzschman. Nays: Ellis, Yerger, Jensen, Jacobus. Motion carried. Council Member Legband moved, seconded by Council Member McClain to approve final reading of the original Ordinance 5507 as amended. Ayes: McClain, Kuhns, Bechtel, Legband, Getzschman. Nays: Ellis, Yerger, Jensen, Jacobus. Motion carried. City Clerk provided final reading of the Ordinance. Mayor Getzschman called for a final vote on the Ordinance. Ayes: McClain, Kuhns, Bechtel, Legband, Getzschman. Nays: Ellis, Yerger, Jensen, Jacobus. Ordinance 5507 is approved.

As offered at the Nov. 26 mtg in response to request to have the "original" Language

# 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

CITY OF FREMONT NEBRASKA

**CITY COUNCIL MEETING**

**November 26, 2019**

**City Council Chambers 400 East Military, Fremont NE**

**REGULAR MEETING – 7:00 P.M.**

**PUBLIC COMMENT – 6:30 P.M.**

**AMENDED AGENDA**

**REGULAR MEETING:**

1. Meeting called to order

2. Roll call

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

4. Motion to adopt current agenda for November 26, 2019 Regular Meeting

5. Recertification Presentation for Economic Development Certified Community with Lt. Governor Mike Foley

6. Executive Session to discuss threatened or potential litigation

**PUBLIC HEARINGS:**

7. Ordinance 5517 to create a clean energy assessment district; to establish definitions; to provide for the financing, administration, and collections, to promote energy efficiency improvements and renewable energy systems known as Property Assessed Clean Energy (PACE) District (second reading) (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.*

8. Motion to approve November 12, 2019 through November 26, 2019 claims and authorize checks to be drawn on the proper accounts (staff report)

9. Dispense with and approve November 12, 2019 City Council Meeting Minutes and Community Development Agency Meeting Minutes

10. Resolution 2019-241 to accept Sid Dillon Fleet UNL Contract #3085-19-2510 quote for 1 (ONE) new 1-ton truck for the Parks Department (staff report)

11. Resolution 2019-242 to accept Sid Dillon Fleet UNL Contract #3085-19-2510 quote for 1 (ONE) new ¾-ton truck for the Parks Department (staff report)

12. Resolution 2019-243 authorizing the purchase of Aviation General Liability Insurance with Ace Property and Casualty Insurance Company (staff report)

13. Resolution 2019-244 to ratify the elections of the League Association of Risk Management (LARM) Board of Directors (staff report)

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

15. Resolution 2019-245 authorizing the purchase of enhanced terms including business interruption, dependent business interruption, and system failure to the City's insurance coverages for the cyber liability policy with Beazley and issued through the League Association of Risk Management (LARM) (staff report)

16. Resolution 2019-246 authorizing bid waiver/sole source purchase of one Zoll X-Series Heart Monitor/Defibrillator from the Zoll Medical Corporation (staff report)

17. Receive Local Option Economic Development Fund (LB840) Quarterly Report (staff report)

18. Motion to set time for December 30, 2019 City Council Meeting to 5:30 p.m. to conduct automatic clearing house transactions on December 30, 2019 (staff report)

19. Receive Traffic Committee Report and consider Resolution 2019-247 authorizing placement of a stop sign at Lincoln Ave. and 26th St. (staff report)

**UNFINISHED BUSINESS: requires individual associated action**

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

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

22. Ordinance 5516 annexing by voluntary petition 2.821 acres of property described as a tract of land being a portion of lot 8, poultry complex addition generally situated on the south side of Cloverly Rd., approximately 195 feet east of S. Main Street (second reading) (staff report)

23. Ordinance 5515 detaching property consisting of 12.34 acres generally situated east of South Main St. and north of Farm Hills Rd. (second reading) (staff report)

24. Ordinance 5513 to rezone property associated with Brooks Hollow generally located at Aberdeen Street and Peterson Avenue, from R Rural to SR Suburban Residential (second reading) (staff report)

25. Ordinance 5514 annexing by voluntary petition Brooks Hollow Second Addition (second reading) (staff report)

**NEW BUSINESS: requires individual associated action**

26. Ordinance 5518 repealing and replacing Chapter 3, Article 7 Section 3-701 of the Fremont Municipal Code titled Municipal Library; operation and funding (first reading)(staff report)

27. Ordinance 5519 pertaining to the sale and conveyance of real estate, a portion of Lot 4 of the Nelson Business Park owned by the City of Fremont, Nebraska to Del Peterson and Associates, Inc., a, Nebraska Corporation, pursuant to Nebraska law (first reading)(staff report)

28. Adjournment

# Staff Report

**TO:** Honorable Mayor and City Council

**FROM:** Jennifer L. Dam, AICP, Planning Director

**DATE:** November 26, 2019

**SUBJECT:** Request for change to Section 11-504.01(B) of the UDC

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**Recommendation:** Move to amend Ordinance 5507, hold third reading of the amended ordinance

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**Background:**

Councilman Yerger and I have been working to develop amended language that provides some design guidance for multifamily structures and distance requirements for tall structures adjacent to existing single or two story residential structures, particularly in existing residential areas.

The changes require architectural compatibility with surrounding residential areas, transition between land uses, and the opportunity for additional setbacks and landscape buffering.

Additional design guidance in the proposed ordinance would orient buildings to the street when possible, move parking lots away from the street, and eliminate long solid walls from being constructed adjacent to existing single family dwellings with windows facing the wall.

The suggested amendments to the ordinance are attached.

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~~ the proposed multifamily dwellings shall be ~~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.*

# 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, SECTION §11-504 LIMITED AND CONDITIONAL USES, SPECIFICALLY SECTION §11-504.01. RESIDENTIAL AND COMMERCIAL USE OF THE HOME STANDARDS; PROVIDING FOR REPEAL OF THE ORDINANCE SECTION IN CONFLICT HEREINWITH; 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 from a developer(s) 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 warranted and necessary; and

**WHEREAS,** a public hearing on the proposed amendment to Exhibit B of Ordinance 5427 was originally held by the Planning Commission on September 16, 2019 and subsequently by the City Council on October 8, 2019 and, after further amendment, again on November 12; and

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

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

**SECTION** 1. Amendments to Chapter 11 of the Fremont Municipal Code pertaining to subdivision and site development regulations, hereinafter referred to as the Unified Development Code of the City of Fremont ("UDC"), particularly amendments *to* ***Section §11-504.01. Residential and Commercial Use of the Home Standards*** 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 may be granted a Conditional Use Permit if it is demonstrated that:

1. the dwellings 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; and
2. A Multifamily Dwelling Plan has been filed, reviewed and subsequently approved by the City Council as meeting the following criteria: (a) architectural compatibility with the character of surrounding residential area; (b) proper UDC zoning district(s), # of units per acre and transition

requirements between land uses; (c) does not lend itself to potential area overcrowding; (d) provides adequate: setbacks and distance between buildings and other residential land uses, open space and parking; (e) and adequately protects the public health, safety and welfare requirements set forth in §11-316.05, including requirements for a site plan, building and impervious coverages and landscape buffering requirements (the City Council may require additional landscape buffering, setback, building separation or architectural treatment, e.g., porches or building articulation to ensure compatibility with the area); and

3. Multifamily buildings that are not separated by a collector or arterial street, are more than two stories tall, or are immediately adjacent to single family structures or lots, or other two story residential structures or lots, shall be set back a minimum distance of one foot for each foot of building height (as measured at the highest roof point) from the lot boundary line of the adjacent property; and

4. Garages and other accessory structures shall not be placed adjacent to a residential structure that has windows on the wall that abuts the garage or accessory structure; and

5. Buildings shall have their primary entrance(s) oriented to the street unless the City Council approves an alternative orientation.

6. Off-street parking lots shall not be placed between the buildings and the street unless the City Council approves such a placement.

7. 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. 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 3. 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

CITY OF FREMONT NEBRASKA

**COMMUNITY DEVELOPMENT AGENCY MEETING**
**November 12, 2019 – 7:00 P.M.**
**City Council Chambers 400 East Military, Fremont NE**
**AGENDA**

1. Meeting called to order

2. Roll call

3. Resolution 2019-007 forwarding a proposed Redevelopment Plan for Fremont Mall – Enhanced Employment Area to the Planning Commission for purposes of review, public hearing and recommendation regarding said plan's conformity with the comprehensive plan of the City (staff report)

4. Adjournment

**CITY COUNCIL MEETING**
**November 12, 2019**
**City Council Chambers 400 East Military, Fremont NE**
**REGULAR MEETING – 7:00 P.M.**
**AMENDED AGENDA**

**REGULAR MEETING:**

1. Meeting called to order

2. Roll call

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

4. Motion to adopt current agenda for November 12, 2019 Regular Meeting

5. Executive Session to discuss threatened or potential litigation

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

6. Motion to approve October 30, 2019 through November 12, 2019 claims and authorize checks to be drawn on the proper accounts (staff report)

7. Move to receive Report of the Treasury (staff report)

8. Dispense with and approve October 29, 2019 City Council Meeting Minutes

9. Resolution 2019-230 authorizing Mayor to sign street and parking space closure agreement for live reindeer attraction at the annual downtown Christmas Walk (staff report)

10. Move to appoint Jackson Radloff, Jared Poskochil, Jaydn Foster, and Francisco Cortes as Fremont Police Officers per recommendation of the Mayor (staff report)

11. Resolution 2019-231 accepting and authorizing the execution of a service/consultant agreement with Northeast Nebraska Economic Development District (NENEDD) for the general administration of Community Development Block Grant 19-EM-002 (staff report)

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

13. Resolution 2019-232 of the City Council of the City of Fremont, Nebraska, to renew the Department of Utilities' property insurance program with Starr Tech and Associated Electric & Gas Insurance Services Limited (AEGIS) for the November 27, 2019 to November 27, 2020 policy year (staff report)

14. Resolution 2019-234 to allow the Mayor and Chief of Police to sign the Equitable Sharing Agreement and Certification to fund the III Corp Drug Task Force with seizure funds from drug investigations (staff report)

15. Motion to approve fee waiver request for Christensen Field Indoor Horse Arena (staff report)

16. Motion to approve and authorize execution of Memorandum of Understanding with Fremont Public Schools authorizing School Resource Officers (staff report)

17. Resolution 2019-235 of the City Council of the City of Fremont, Nebraska, to approve the renewal of Maintenance Agreement No. 11, and all related documents, with the Nebraska Department of Roads (staff report)

**PUBLIC HEARINGS:**

18. Resolution 2019-236 to approve the Class I Liquor License for Chuy's Mexican Restaurant, LLC dba Chuy's Mexican Restaurant located at 215 N. Main Street, Suite B (staff report)

19. Resolution 2019-237 to approve the Class C Liquor License for Downtown Dugout Bar, LLC dba Dugout Bar on Main located at 239 E. 6th Street (staff report)

20. Resolution 2019-227 to approve a Conditional Use Permit to expand the Deerfield Clubhouse Apartments by 44 units on property legally described as Lot 1, Deerfield Second Addition, Fremont, Nebraska (staff report)

21. Resolution 2019-226 authorizing a conditional use permit for self storage units on a 3.83 acre parcel located at 460 W. 52nd Street. (staff report)

22. Resolution 2019-224 to allow a modification to an existing Conditional Use Permit to all the removal of a 73' cell tower and replace it with a 129' cell tower located at 1600 E. Military Ave. (staff report)

23. Resolution 2019-228 approving an amendment to a pre-existing Conditional Use Permit to reduce the area included in such permit on property located east of Linden Elementary School and south of the Presbyterian Church parking lot on the corner of Linden and K Streets (staff report)

    a. Resolution 2019-229 of the City Council of the City of Fremont, Nebraska, approving a Conditional Use Permit for Four Triplex Dwelling Units on property generally located at Linden and K Streets (staff report)

24. Ordinance 5516 annexing by voluntary petition 2.821 acres of property described as a tract of land being a portion of lot 8, poultry complex addition generally situated on the south side of Cloverly Rd., approximately 195 feet east of S. Main Street (first reading) (staff report)

    a. Ordinance 5515 detaching property consisting of 12.34 acres generally situated east of South Main St. and north of Farm Hills Rd. (first reading) (staff report)

25. Ordinance 5513 to rezone property associated with Brooks Hollow generally located at Aberdeen Street and Peterson Avenue, from R Rural to SR Suburban Residential (first reading) (staff report)

    a. Resolution 2019-225 of the City Council of the City of Fremont, Nebraska, to approve the Brooks Hollow Second Addition Final Plat (staff report)

    b. Ordinance 5514 annexing by voluntary petition Brooks Hollow Second Addition (first reading) (staff report)

**UNFINISHED BUSINESS: requires individual associated action**

26. Resolution 2019-209 of the City Council of the City of Fremont, Nebraska approving the City Council Meeting Agenda Policy

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

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

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

30. Council Member Ellis item - Reconsideration of Resolution 2019-188 for a conditional use permit to allow agricultural crops planted and cultivated in residential zoning inside the City limits at SunRidge Place, generally located at between Military Avenue (report)

**NEW BUSINESS: requires individual associated action**

31. Consider recommendation from the Joint Water Management Advisory Board (JWMAB), Resolution 2019-238 to authorize Northeast Nebraska Economic Development District to provide grant administration and authorize the City Administrator to sign an agreement with JEO Consulting Group on behalf of the JWMAB (staff report)

32. Resolution 2019-239 of the City Council of the City of Fremont, Nebraska, authorizing City of Fremont, Department of Utilities Staff to sign a purchase agreement with S.T. Cotter for U8 Turbine Valves and Generator Inspection (staff report)

33. Resolution 2019-240 approving a Local Option Economic Development Loan for $165,000 to 505 Brewing Company, LLC, authorizing staff to negotiate a loan agreement, and authorizing the Mayor to sign the appropriate loan transactions (staff report)

34. Ordinance 5517 to create a clean energy assessment district; to establish definitions; to provide for the financing, administration, and collections, to promote energy efficiency improvements and renewable energy systems known as Property Assessed Clean Energy (PACE) District (first reading) (staff report)

35. Council Member Yerger item - Motion to approve authorization of the City Attorney to research other communities, develop an implementation plan, and draft a City Policy for instituting public prayer at the beginning of all Fremont City Council Meetings (report)

36. Council Member Yerger item - Motion to approve requiring the City Clerk to prepare, maintain and present a cumulative informative report on Open Meeting Period discussion topics, including drop box card topics, complied from prior meetings, along with the City's action type designation (actionable/non-actionable), action assignment, the disposition status and the date of resolution of actionable items (report)

37. Adjournment

Agenda posted at the Municipal Building on November 6, 2019 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on November 6, 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 beanswered.
2. Any person wishing to address the Council shall first state their name andaddress
3. Remarks shall be limited to five minutes unless extended or limited by the Presiding Officer or majority vote of the Council.
4. No person will be permitted to address the Council more than once during discussion of a particular agenda item. Rebuttal comments are not permitted.
5. Repetitive or cumulative remarks may be limited or excluded by the Presiding Officer or majority vote of the Council.
6. Profanity or raised voice is not permitted.
7. Applause, booing, or other indications of support or displeasure with a speaker are not permitted.
8. Any person violating these rules may be removed from the Council Chambers.

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

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

# Staff Report

**TO:** Honorable Mayor and City Council

**FROM:** Jennifer L. Dam, AICP, Planning Director

**DATE:** November 12, 2019

**SUBJECT:** Request for change to Section 11-504.01(B) of the UDC

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**Recommendation:** Move to amend Ordinance 5507 by removing paragraph 504.01(B) (3) from proposed Ordinance 5507, hold third reading of the amended ordinance

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**Background:**

Councilman Yerger recommended a change to this proposal at the October 29, 2019 City Council meeting. The recommendation was to strike paragraph 504.01(B)3 instead of adding language to it. That suggestion is an elegant solution which minimizes the need for multiple changes should the density in table 11.602.01 change in the future. The proposed ordinance has been revised to reflect this change, however, a motion should be made to remove this paragraph from the ordinance.

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~~ the proposed multifamily dwellings shall be ~~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.*

# 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 12 units per acre;~~*

*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

# CITY OF FREMONT NEBRASKA

**CITY COUNCIL MEETING**
**October 29, 2019**
**City Council Chambers 400 East Military, Fremont NE**
**REGULAR MEETING – 7:00 P.M.**
**PUBLIC COMMENT – 6:30 P.M.**
**AMENDED AGENDA**

**REGULAR MEETING:**

1. Meeting called to order

2. Roll call

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

**PUBLIC HEARINGS:**

4. Resolution 2019-212 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)

13. Resolution 2019-218 authorizing City of Fremont Staff to sign a purchase agreement with Thielsch Engineering for Unit 8 Boiler Pressure Part Evaluation and Remaining Useful Life Study, Flow Accelerated Corrosion Study, High Energy Piping Hanger Evaluation (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 (second 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**

21. Resolution 2019-219 authorizing the purchase of a replacement AM55 Overcenter Aerial Device from ALTEC Industries Incorporated through Sourcewell (staff report)

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 Publically Noticed Study Session agenda topic(s).
12. Written letters addressed to the City Council will be accepted, as will comment cards that will be made available and collected from those who attend Open Public Comment Period and Study Session meetings who do not wish to speak publically, but have an issue or concern that they believe the Council should be made aware of.

**Staff Report**

**TO:** Honorable Mayor and City Council

**FROM:** Jennifer L. Dam, AICP, Planning Director

**DATE:** October 29, 2019

**SUBJECT:** Request for change to Section 11-504.01(B) of the UDC

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**Recommendation:** Hold Second Reading of the Ordinance 5507

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**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~~ the proposed multifamily dwellings shall be ~~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

# CITY OF FREMONT NEBRASKA

## 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

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 2019-203 for conditional use permit to expand a non-standard use by constructing an addition located at 1400 Railroad Street (staff report)

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

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

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) (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.*

8. Motion to approve September 25, 2019 through October 8, 2019 claims and authorize checks to be drawn on the proper accounts (staff report)

9. Receive Report of the Treasury (staff report)

10. Dispense with and approve September 24, 2019 City Council Meeting Minutes and October 1, 2019 City Council Study Session Minutes

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 (staff report)

12. Resolution 2019-166 amendment for Fall Festival to extend the hours of 6th Street closure (staff report)

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 (staff report)

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 (staff report)

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 (staff report)

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 (staff report)

17. Motion to approve request for use of Miller Park (South M Street) for church event (staff report)

**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)

19. Resolution 2019-209 of the City Council of the City of Fremont, Nebraska approving the City Council Meeting Agenda Policy

20. Resolution 2019-199 authorizing the Mayor to sign the cover sheet of the Draft Environmental Assessment, (EA) document for the 23rd Street Viaduct Project (staff report)

21. Ordinance 5503 establishing rate schedules for sewer use by customers of the municipal sewer system (final reading) (staff report)

22. Ordinance 5504 establishing rate schedules for electricity consumed by customers of the municipal electric system (final reading) (staff report)

23. Resolution 2019-200 to approve stop signs (staff report)

24. Ordinance 5505 to approve speed limits in SunRidge Addition (second reading) (staff report)

**NEW BUSINESS: requires individual associated action**

25. Motion to appoint Garret Jensen as Police Officer per recommendation of the Mayor (staff report)

26. Receive Greater Fremont Development Council report

27. Resolution 2019-210 authorizing the Mayor to sign a contract amendment request letter for Community Development Block Grant # 10-ED-009 (staff report)

28. Resolution 2019-211 authorizing the Mayor to sign a contract amendment request letter for Community Development Block Grant # 16-CD-102 (staff report)

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 (staff report)

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 (staff report)

31. Council action removing a falsified staff report from public record and authorize an investigation into the origin, creation, and submission of the document.

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 (staff report)

33. Resolution 2019-216 to approve Paver's Inc. Final Acceptance of Project of the Military Ave Asphalt Overlay Project by authorizing the Mayor to sign Final Pay Application No. 2 and Final Change Order No. 1 (staff report)

34. Adjournment

Agenda posted at the Municipal Building on October 4, 2019 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on October 4, 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.

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**Staff Report**

**TO:** Honorable Mayor and City Council

**FROM:** Jennifer L. Dam, AICP, Planning Director

**DATE:** October 8, 2019

**SUBJECT:** Request for change to Section 11-504.01(B) of the UDC

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**Recommendation: Introduce and hold First Reading of the Ordinance**

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**Background:**

Multi-family dwellings require a Conditional Use Permit in the SR, Suburban Residential; AR, Auto-urban Residental, 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.

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Recommendation: Introduce and hold First 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:** Planning Commission

**FROM:** Jennifer L. Dam, AICP, Planning Director

**DATE:** July 9, 2019

**SUBJECT:** Request for change to Section 11-504.01(B) of the UDC

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**Recommendation: Approval**

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**Background:**

Multi-family dwellings require a Conditional Use Permit in the SR, Suburban Residential; AR, Auto-urban Residental, 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~~ the proposed multifamily dwellings shall be ~~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: Approval

- **ARTICLE 3. - ORDINANCES AND RESOLUTIONS**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION

- **Sec. 2-301. - Ordinances; appropriation of money.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION

All ordinances, resolutions, or orders for the appropriation or payment of money shall require for their passage or adoption the concurrence of a majority of all members elected to the Council. The Mayor may vote on any such matter when his or her vote will provide the additional vote required to create a number of votes equal to a majority of the number of members elected to the Council, and the Mayor shall, for the purpose of such vote, be deemed to be a member of the Council.

- **Sec. 2-302. - Ordinances; reading.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION

Ordinances of a general or permanent nature shall be read by title on three (3) different days unless three-fourths (¾) of the members of the Governing Body vote to suspend this requirement, except that such requirement shall not be suspended for any ordinance for the involuntary annexation of territory. In the case such requirement is suspended, the ordinance shall be read by title or number and then moved for final passage. Three-fourths (¾) of the members of the Council members may require a reading of any such ordinance in full before enactment under either procedure set out in this section.

- **Sec. 2-303. - Ordinances; publication.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION

All ordinances of a general nature shall, within fifteen (15) days after they are passed, be published one (1) time either in some newspaper published within the Municipality or in pamphlet form.

- **Sec. 2-304. - Ordinances; style.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION

The style of all City ordinances shall be: "Be it ordained by the Mayor and Council of the City of Fremont, Nebraska."

- **Sec. 2-305. - Ordinances; title.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION

No ordinance shall contain a subject not clearly expressed in its title.

- **Sec. 2-306. - Ordinances; effective date; emergency ordinances.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION

(a)

Except as provided in subsection (b) of this section, an ordinance for the government of the Municipality which has been adopted by the City Council without submission to the voters of the Municipality shall not go into effect until fifteen (15) days after the passage of the ordinance.

(b)

In the case of riots, infectious diseases or other impending danger, or any other emergency requiring its immediate operation, an ordinance shall take effect upon the proclamation of the Mayor immediately upon the first publication of the ordinance.

(Ord. No. 5400, 5-30-17)

- **Sec. 2-307. - Ordinances; amendments and revisions.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION

No ordinance or section thereof shall be revised or amended unless the new ordinance contains the entire ordinance or section as revised or amended, and the ordinance or section so amended is repealed, except that an ordinance revising all the ordinances of the Municipality and modifications to zoning or building districts may be adopted as otherwise provided by law.

(Ord. No. 5400, 5-30-17)

- **Sec. 2-308. - Resolutions and motions.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION

(a)

Resolutions presented to the Council shall be written and contain no subject not clearly expressed in the title. The issue raised by said resolutions shall be disposed of in accordance with the usage of parliamentary law adopted for the guidance of the Council. Unless otherwise provided, an affirmative vote of four (4) Council members shall be required to pass any resolution, when four (4) shall represent the majority of Council members present.

(b)

The Council may dispose of any agenda item not otherwise requiring the enactment of an ordinance or passage of formal resolution by motion in accordance with the usage of parliamentary law adopted for the guidance of Council. The subject of the motion shall be clearly stated by the moving party and recorded by the Clerk. Unless otherwise provided, a majority vote of Council members present shall be required to pass any motion.

(c)

The Mayor may vote on any such matter when his vote would be decisive, and the Mayor shall, for the purpose of such vote, be deemed to be a member of the Council. The vote on any resolution or motion shall be a roll call or viva voce and "yeas" and "nays" thereon shall be recorded by the Clerk. The requirement of a roll call or viva voice vote may be satisfied by an electronic voting device which allows the "yeas" and "nays" of each Council member to be readily seen by the public.

# STAFF REPORT

TO: City of Fremont Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: January 28, 2020

SUBJECT: Amend November 26, 2019 Minutes to correct error

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Recommendation: Amend minutes to add number 2 language to item #21 of the November 26, 2019 Minutes

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**BACKGROUND:** I have been made aware of a mistake in excluding mention of "number two" in a motion amending Ordinance 5507 made on November 26, 2019.

During the November 26, 2019 City Council Meeting on item #21, Council Member Legband made a motion which was seconded by Council Member McClain, and approved by City Council to amend the Ordinance to "take out AR of the original in number two in Ordinance 5507". When writing the minutes I unintentionally omitted the reference to section two. Approval of this item will correct the error.

**FISCAL IMPACT:** None

# CITY OF FREMONT NEBRASKA

**CITY COUNCIL MEETING MINUTES**
**November 26, 2019**
**City Council Chambers 400 East Military, Fremont NE**
**REGULAR MEETING – 7:00 P.M.**
**PUBLIC COMMENT – 6:30 P.M.**
**AMENDED AGENDA**

**REGULAR MEETING:**

1. Meeting called to order. Mayor Getzschman opened the Public Comment period and comments were made. Three people spoke and the topics included "LifeHouse housing project" and "various" topics; no comment cards were received. After the Pledge of Allegiance, the Mayor called the meeting of the City Council to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

2. Roll call. Roll call showed Council Members McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus and Legband present. 8 Councilmembers present.

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

4. Motion to adopt current agenda for November 26, 2019 Regular Meeting. Council Member Kuhns moved, seconded by Council Member Legband to adopt the agenda for the November 26, 2019 City Council Meeting. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

5. Recertification Presentation for Economic Development Certified Community with Lt. Governor Mike Foley. Mayor Getzschman stated that the item was canceled due to weather.

6. Executive Session to discuss threatened or potential litigation. Moved by Council Member Jensen, seconded by Council Member Kuhns to go into executive session for the purpose of discussing threatened or potential litigation and for the further reason that the executive session is necessary for the protection of the public interest to include legal, City Administrator, IT director and Assistant City Administrator for Utilities. The Mayor stated a motion had been made and seconded to go into executive session for the purpose of discussing threatened or potential litigation and for the further reason that the executive session is necessary for the protection of the public interest and asked for discussion. The Mayor stated the pending motion was to go into executive session for the purpose of discussing threatened or potential litigation and for the further reason that the executive session is necessary for the protection of the public interest. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. The Mayor stated that there was a motion to go into executive session for the purpose of discussing threatened or potential litigation and for the further reason that the executive session is necessary for the protection of the public interest had been approved. Discussion will be

dependent business interruption, and system failure to the City's insurance coverages for the cyber liability policy with Beazley and issued through the League Association of Risk Management (LARM). Council Member Yerger moved, seconded by Council Member Jacobus to amend the Resolution to remove the whereas statement that includes Utility and Infrastructure Board reviewed and recommends approval of the enhancements to the cyber liability policy because we have no minutes or recorded vote. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus. Nays: McClain, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member Yerger to approve Resolution 2019-245 as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

17. Receive Local Option Economic Development Fund (LB840) Quarterly Report. Council Member Jensen moved, seconded by Council Member Yerger to receive Local Option Economic Development Fund (LB840) Quarterly Report. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

19. Receive Traffic Committee Report and consider Resolution 2019-247 authorizing placement of a stop sign at Lincoln Ave. and 26th St. Council Member Yerger moved, seconded by Council Member Legband to receive Traffic Committee Report and Approve Resolution 2019-247. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

**UNFINISHED BUSINESS: requires individual associated action**

20. Ordinance 5512 amending Chapter 3, Section 3-230 of the Fremont Municipal Code titled Municipal Sewerage System; charge and considerations for connections (second reading). Council Member Yerger moved, seconded by Council Member Bechtel to continue the item to the first City Council Meeting in January. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Legband. Nay: Jacobus. Motion carried.

21. Ordinance 5507 amending Exhibit B of Ordinance 5427 Section 11-504.01 regarding placement and density of multifamily dwellings (final reading). Council Member Jensen moved, seconded by Council Member Legband to receive copy of the original Ordinance 5507 into the record. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member Jensen to amend Ordinance 5507 to strike the second and third paragraph. Ayes: McClain, Jensen, Jacobus. Nays: Ellis, Kuhns, Bechtel, Yerger, Legband. Motion failed. Council Member Legband moved, seconded by Council Member McClain to amend the Original Ordinance 5507 to remove AR take out AR of the original in number two in Ordinance 5507. Ayes: McClain, Kuhns, Bechtel, Legband, Getzschman. Nays: Ellis, Yerger, Jensen, Jacobus. Motion carried. Council Member Legband moved, seconded by Council Member McClain to approve final reading of the original Ordinance 5507 as amended. Ayes: McClain, Kuhns, Bechtel, Legband, Getzschman. Nays: Ellis, Yerger, Jensen, Jacobus. Motion carried. City Clerk provided final reading of the Ordinance. Mayor Getzschman called for a final vote on the Ordinance. Ayes: McClain, Kuhns, Bechtel, Legband, Getzschman. Nays: Ellis, Yerger, Jensen, Jacobus. Ordinance 5507 is approved.

22. Ordinance 5516 annexing by voluntary petition 2.821 acres of property described as a tract of land being a portion of lot 8, poultry complex addition generally situated on the south side of Cloverly Rd., approximately 195 feet east of S. Main Street (second reading). Council Member Yerger moved, seconded by Council Member Legband to approve second reading of Ordinance 5516. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading.

23. Ordinance 5515 detaching property consisting of 12.34 acres generally situated east of South Main St.

# STAFF REPORT

TO: City of Fremont Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: January 28, 2020

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

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Recommendation: Receive comments

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

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

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

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

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

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

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

**FISCAL IMPACT:** none

**FUND REVENUE DETAIL** **FUND CODE: 804**

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

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

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

**DIVISION EXPENDITURE DETAIL** **DIVISION CODE: 804**

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

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

| Code | Description | Amount |
|---|---|---|
| | ENDING BALANCE | 9,139,089 |

## NE NEBR SOLID WASTE COALITION

## CLOSURE/POST CLOSURE CARE FUND

**FUND REVENUE DETAIL** **FUND CODE: 604**

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

**FUND BUDGET CALCULATION** **FUND CODE: 604**

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

**DEPARTMENT EXPENDITURE DETAIL** **DEPARTMENT CODE: 229**

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

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

**DEPARTMENT EXPENDITURE DETAIL** **DEPARTMENT CODE: 229**

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

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

## NE NEBR SOLID WASTE COALITION

**DIVISION PERSONNEL ROSTER** **DIVISION CODE: 229**

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

**NE NEBR SOLID WASTE COALITION**

**GENERAL FUND**

# AGENDA MOTION

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Brad Yerger - Ward 4 - City Council Member

**DATE:** January 28, 2020

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

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

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

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

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

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

**Fiscal Impact: None**

# Update on the Historic March 2019 Flood

January 28, 2020

Brian Newton, City Administrator

FREMONT
HERE WE GROW

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

# Levee/Dike Repair Status

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

FREMONT
HERE WE GROW

# Other Flood Measure Repairs

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

FREMONT
HERE WE GROW

# City FEMA Claims

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

FREMONT
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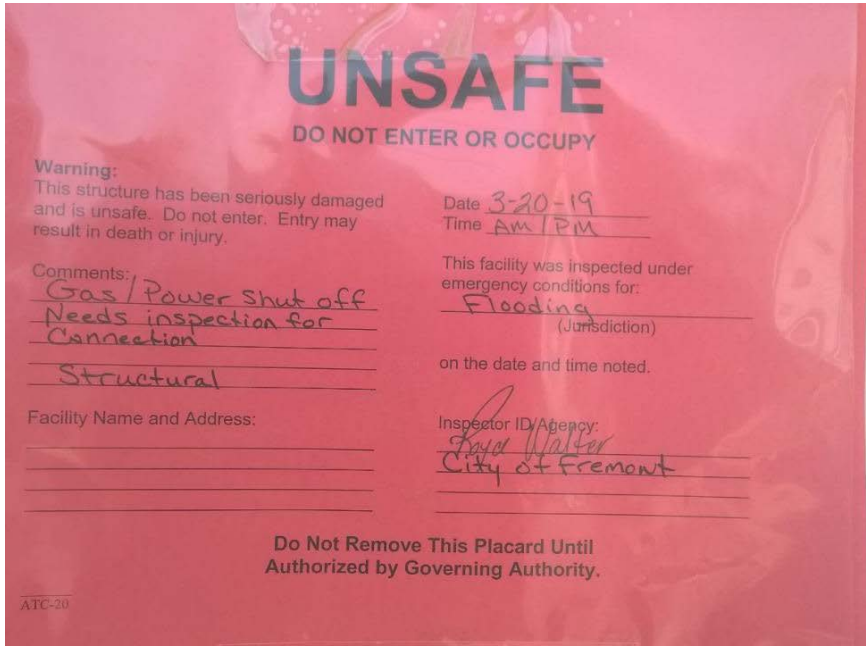
# Inspections/Substantial Determinations

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




FREMONT
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# Grants for Flood Damages

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

FREMONT
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# Joint Water Management Advisory Board

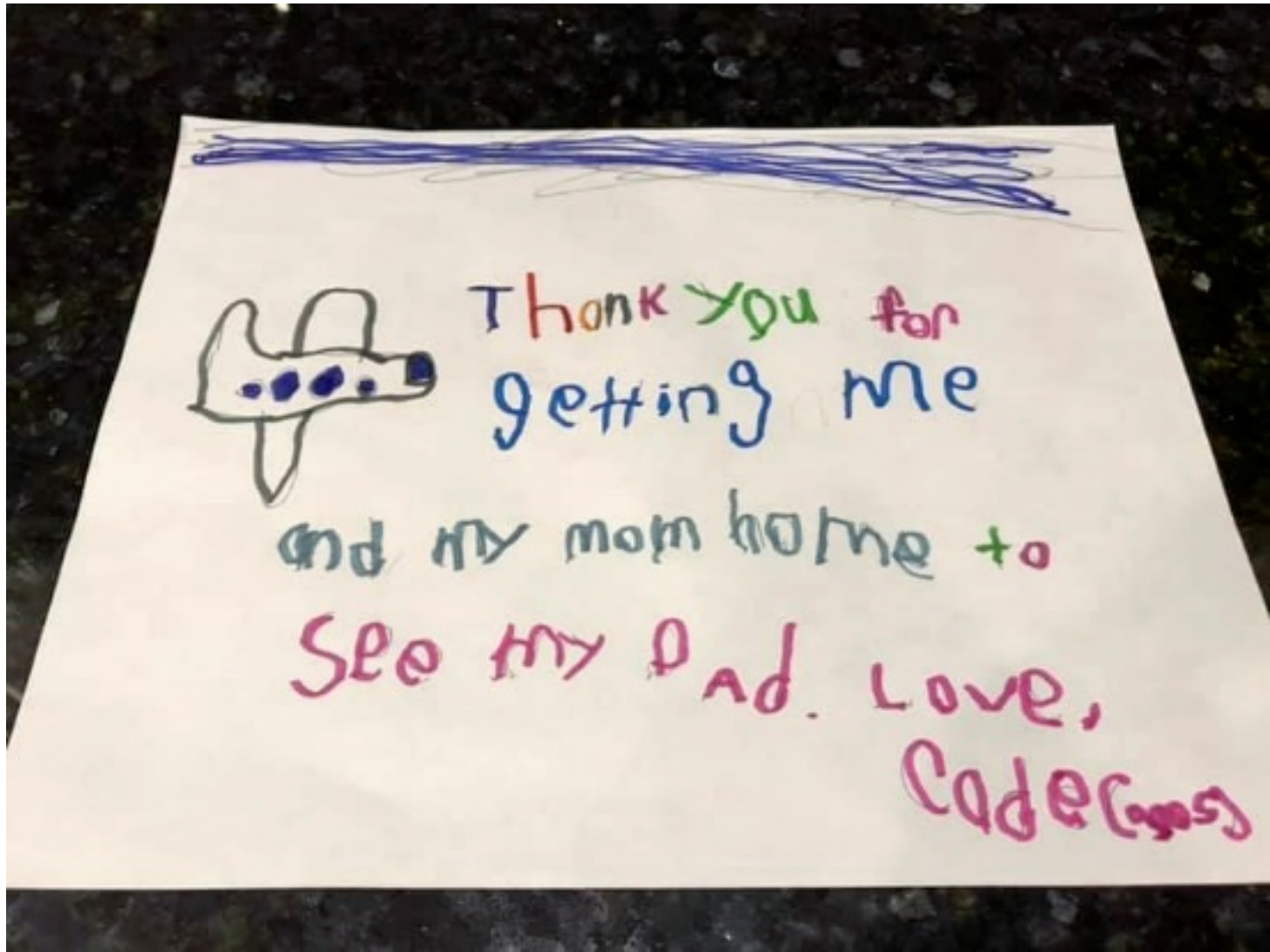
- Members:
  - Fremont, North Bend, Inglewood, Dodge County, Lower Platte North NRD, Platte Township, Elkhorn Township, North Bend Dike District, Ames Dike & Drainage District, Cotterell Dike & Drainage District, SID #3 (Ventura), and SID #5 (Timberwood)

**Grant Applications for Resiliency Plan**

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

FREMONT
HERE WE GROW

# Questions?




FREMONT
HERE WE GROW

# STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Director of Public Works

DATE: January 28, 2020

SUBJECT: Fremont Airport Capital Improvement Plan

Recommendation: Approve Resolution 2020-022.

**Background:** Consider Airport Capital Improvement Plan.

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

# *Capital Improvement Program*

FREMONT MUNI
FREMONT

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

# Potential Federal Funds Available
# Non-Primary Entitlement

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

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

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

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

**RESOLUTION NO. 2020-022**

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

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

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

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

PASSED AND APPROVED THIS 28th DAY OF JANUARY, 2020

_____
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: January 28, 2020

SUBJECT: Resolution 2020-024 for Sale of City property rights for Hwy 77, Southeast Beltway.

| Recommendation: Recommend approval of Resolution 2020-024. |
|---|

**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 doesn't own the properties in question. However, the City owns property rights on this Tract within the limits of the Beltway Project. This resolution is for the sale of property interests in a tract of land referenced as Tract 6

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. The property has been appraised, and the Right-of-Way has been established by the NDOT design team. The total amount of compensation is $100.00.

Approval of the resolution authorizes the sale of the property interests and authorizes the Mayor to sign the Acquisition Documents.

Maps and legal descriptions of Tract 6 are included with this packet.

**Fiscal Impact:** The appraisal report values the land at $100.00. The City of Fremont bears no expenses in the transactions.

Roadway Design Division

Date: 14-AUG-2019 14:57

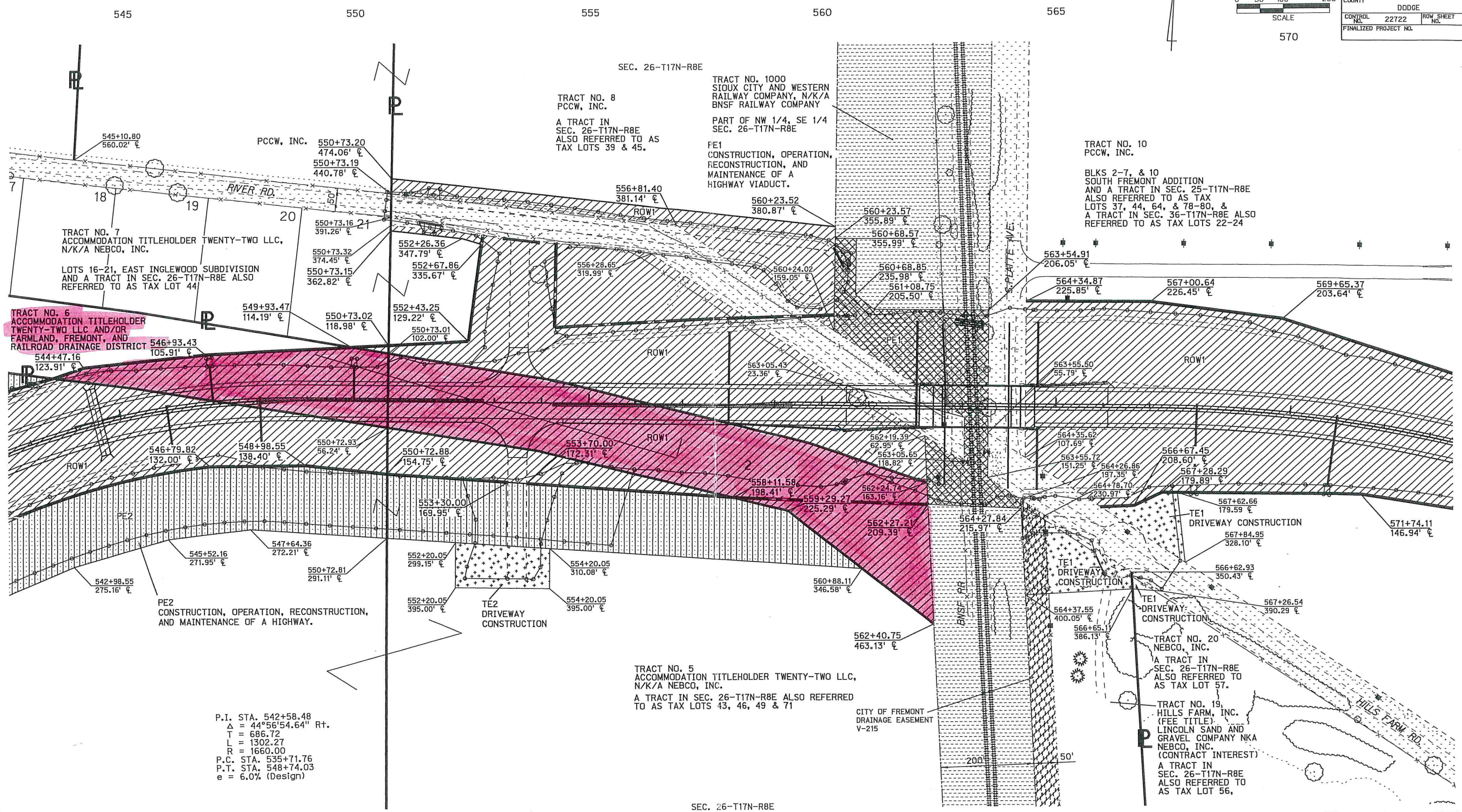
User: tsteffen
Computer: OMATIMSE

File: 227220r04.dgn
Scale: 1:200

**PRELIMINARY PLAN**
NOT FINAL - SUBJECT TO CHANGE

| | |
|---|---|
| PROJECT NO. | 77-3(1036) |
| SHEET NO. | |
| ROW PROJECT NO. | C.N. 77-3(1036) |
| LOCATION | FREMONT SOUTHEAST BELTWAY |
| COUNTY | DODGE |
| CONTROL NO. | 22722 |
| ROW SHEET NO. | 4 |
| FINALIZED PROJECT NO. | |

0 50' 100' 200'
SCALE




THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS

**Negotiations Plans**

TENTATIVE FINAL PLANS SUBJECT TO CHANGE

**DATE: 8-15-2019**

NEBRASKA

Good Life. Great Journey.

**DEPARTMENT OF TRANSPORTATION**

October 23, 2019

Pete Ricketts, Governor

City of Fremont
C/O Dave Goeken
400 E. Military Ave
Fremont, NE 68025

Re: Project Number: 77-3 (1036))
Tract Number: 6 Interested Party
Control Number: 22722
Project Location: Fremont Southeast Beltway

The State of Nebraska, Department of Transportation is planning to improve a portion of Highway 77 in Dodge County. We need to acquire additional land to construct this improvement. In your case, we need Quit Claim, control of access and improvement(s), if any, in land you own located in Lots 1 and 2 The Second Levee Subdivision Section 26, Township 17 North, Range 8 East of the Sixth Principal Meridian Dodge County, Nebraska.

Enclosed are the contracts and other documents that comprise our just compensation offer in the amount of $100.00. Also included is the appraisal used as the basis for the offer, a plan sheet showing the affected areas of your property, a brochure explaining our policies and your rights and a civil rights survey.

Please look over this material and call me to discuss any questions or concerns you may have regarding this matter. My toll free number is 1-800-764-0422. If you wish I will be more than happy to meet with you personally to discuss our proposal.

**If you are satisfied with our offer, please do the following:**

Kyle Schneweis, P.E., Director
**Department of Transportation**
1500 Highway 2
PO Box 94759
Lincoln, NE 68509-4759

OFFICE 402-471-4567 FAX 402-479-4325
NDOT.ContactUs@nebraska.gov

**dot.nebraska.gov**

**Please sign all documents in blue ink.**

1. **Sign, before a notary public,** one contract.
   (Spouses need to sign, even if not shown as a recorded owner.)
2. **Sign, before a notary public,** the deed(s), if provided.
3. **Sign and fill out** the W-9, Request for Taxpayer Identification and Certification form;
   a. If you are the sole owner (single or spouses), you need only one W-9.
   b. If multiple owners, then you and each owner/couple need to fill out and sign a separate W-9 form, even if you are receiving none of the proceeds.
4. **Sign and fill out the Payment/Allocation Voucher** form; each owner/couple needs to list themselves and the other owners and designate how the total amount will be divided. *This is only for IRS accounting purposes. We will issue one check with all names on it, except we are required to make an electronic deposit when the consideration is over $25,000. If there are multiple owners and/or parties (mortgage, etc.) and an electronic deposit is necessary, we will be required to hire a title company to handle the payment.*
5. **If a corporation or LLC**, please complete, sign and notarize the Affidavit.
6. **Return** the executed documents in the enclosed postage paid return envelope and also;
   c. COMPLETE & INCLUDE the Request for Tenant Information form, if provided.
   d. INCLUDE for reimbursement, a paid receipt for notary services, if charged.

You will usually receive payment within four to six weeks after we have received the properly executed documents. If we need a release of mortgage or deed of trust it will depend on how quickly the company owning the debt instrument takes to process our request.

**We appreciate your cooperation and patience in helping us complete this project that will provide safer driving conditions for the traveling public.**

Sincerely, Leslie Muehlich

Leslie Muehlich
Right of Way Division
cc: File

8-29-2019

Tract 6

Accommodation Titleholder Twenty Two took title to the property by QCD at 2018-03343. By Articles of Merger filed with the Secretary of State's office on June 29, 2007, NEBCO, Inc. is the surviving company and thus the land owner.

We have entered the Landowner as NEBCO, Inc. successor in title by merger with Accommodation Titleholder Twenty-Two, LLC, a Nebraska Limited Liability Company

The assessor's office shows the address as the 3800 Normal Blvd in Lincoln. I searched this address and it shows that this is the home office of Union Title Co. I called Union Title. The representative said that Union Title receives the mail for some of NEBCO properties and forwards the mail to the correct staff member. She confirmed that NEBCO is the "parent company" of Accommodation Titleholder Twenty Two. She suggested that we send the mail out packet to Union ~~Bank~~, Title Co though she provided the phone number of (402) 434-1212 for NEBCO. She would not provide the name of a contact person.

Also, ownership is subject to the interest of Fremont, Farmland and Railroad Drainage District, if any. A Correction QCD at 2019-02551 conveys that interest to The City of Fremont. Separate documents will be prepared for the City of Fremont's signature.

For reference, Tract 20 is also owned by NEBCO, Inc. The Dodge County Assessor's office shows their address as 1815 Y Street in Lincoln.

The Negotiator may wish to discuss this with their supervisor. If you have any concerns, please do not hesitate to see me.

Karla

Karla Smith

OWNERS COPY

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DEPARTMENT OF TRANSPORTATION

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.: **6 Interested Party**

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 INTERESTED PARTY, and the Nebraska Department of Transportation, hereinafter called the STATE.

**INTERESTED PARTY**

WITNESSETH: In consideration of the payment or payments as specified below, the INTERESTED PARTY hereby relinquishes to the STATE, all leasehold interest to certain lands and any improvements thereon owned by **NEBCO, Inc. successor in title by merger with Accommodation Titleholder Twenty-Two, LLC, a Nebraska Limited Liability Company**

The property to which the INTERESTED PARTY hereby **permanently** relinquishes interest is described as follows:

A TRACT OF LAND LOCATED IN LOTS 1 AND 2, THE SECOND LEVEE SUBDIVISION, SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF LOT 1, THE SECOND LEVEE SUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 271.68 FEET; THENCE SOUTHEASTERLY DEFLECTING 07 DEGREES, 05 MINUTES, 27 SECONDS, RIGHT, ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 814.90 FEET; THENCE SOUTHEASTERLY, DEFLECTING 01 DEGREES, 48 MINUTES, 15 SECONDS, RIGHT, ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 460.00 FEET, TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 80.47 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, ALONG THE NORTH LINE OF LOT 2, THE SECOND LEVEE SUBDIVISION, A DISTANCE OF 358.80 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 30 MINUTES, 00 SECONDS, RIGHT, ALONG THE NORTH LINE OF LOT 2, A DISTANCE OF 560.90 FEET; THENCE SOUTHEASTERLY, DEFLECTING 05 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG THE NORTH LINE OF LOT 2, A DISTANCE OF 264.26 FEET, TO THE WEST LINE OF THE EXISTING BNSF RAILROAD RIGHT-OF-WAY; THENCE SOUTHERLY, DEFLECTING 68 DEGREES, 43 MINUTES, 55 SECONDS, RIGHT, ALONG SAID WEST LINE OF THE EXISTING BNSF RAILROAD RIGHT-OF-WAY, A DISTANCE OF 300.40 FEET TO THE SOUTHEAST CORNER OF LOT 2; THENCE WESTERLY, DEFLECTING 130 DEGREES, 25 MINUTES, 12 SECONDS, RIGHT, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 391.90 FEET; THENCE NORTHWESTERLY, DEFLECTING 24 DEGREES, 30 MINUTES, 00 SECONDS, LEFT, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 550.80 FEET; THENCE NORTHWESTERLY, DEFLECTING 04 DEGREES, 35 MINUTES, 51 SECONDS, LEFT, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 322.72 FEET, TO THE WEST LINE OF LOT 2; THENCE

CONTINUING ALONG THE LAST DESCRIBED COURSE, ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 550.88 FEET; THENCE NORTHWESTERLY, DEFLECTING 01 DEGREES, 45 MINUTES, 00 SECONDS, LEFT, ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 173.23 FEET; THENCE NORTHEASTERLY, DEFLECTING 154 DEGREES, 12 MINUTES, 21 SECONDS, RIGHT, A DISTANCE OF 68.51 FEET; THENCE NORTHEASTERLY, DEFLECTING 12 DEGREES, 41 MINUTES, 47 SECONDS, RIGHT, A DISTANCE OF 263.69 FEET; THENCE NORTHEASTERLY, DEFLECTING 03 DEGREES, 08 MINUTES, 13 SECONDS, RIGHT, A DISTANCE OF 311.75 FEET TO THE POINT OF BEGINNING, CONTAINING 6.24 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOTS 1 AND 2, THE SECOND LEVEE SUBDIVISION, SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF LOT 1, THE SECOND LEVEE SUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 271.68 FEET; THENCE SOUTHEASTERLY DEFLECTING 07 DEGREES, 05 MINUTES, 27 SECONDS, RIGHT, ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 814.90 FEET; THENCE SOUTHEASTERLY, DEFLECTING 01 DEGREES, 48 MINUTES, 15 SECONDS, RIGHT, ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 460.00 FEET, TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY, DEFLECTING 167 DEGREES, 50 MINUTES, 37 MINUTES, RIGHT, A DISTANCE OF 311.75 FEET; THENCE SOUTHWESTERLY, DEFLECTING 03 DEGREES, 08 MINUTES, 13 SECONDS, LEFT, A DISTANCE OF 263.69 FEET; THENCE SOUTHWESTERLY, DEFLECTING 12 DEGREES, 41 MINUTES, 47 SECONDS, LEFT, A DISTANCE OF 68.51 FEET, TO A POINT ON THE SOUTH LINE OF LOT 1 AND THE POINT OF TERMINATION; THENCE EASTERLY, DEFLECTING 154 DEGREES, 12 MINUTES, 21 SECONDS, LEFT, ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 173.23 FEET; THENCE SOUTHEASTERLY, DEFLECTING 01 DEGREES, 45 MINUTES, 00 SECONDS, RIGHT, ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 550.88 FEET, TO THE SOUTHEAST CORNER OF LOT 1; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 322.72 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 35 MINUTES, 51 SECONDS, RIGHT, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 430.08 FEET, TO THE POINT OF RESUMPTION; THENCE EASTERLY, DEFLECTING 11 DEGREES, 21 MINUTES, 07 SECONDS, LEFT, A DISTANCE OF 415.77 FEET, TO THE POINT OF TERMINATION ON THE EAST LINE OF LOT 2 AND THE WEST LINE OF THE EXISTING BNSF RAILROAD RIGHT-OF-WAY.

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 DESRIBED 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, SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

It is hereby agreed that possession of the above described premises is the essence of this contract and the STATE may take immediate possession of the premises upon signing of this contract.

It is further agreed that relinquishment of the interest of the INTERESTED PARTY to areas conveyed temporarily shall be during the period of construction and shall cease upon acceptance of the project by the STATE.

| | | |
|---|---|---|
| **Permanent Relinquishment of interest to approx. 6.24 acres** | | **$100.00** |
| | **TOTAL** | **$100.00** |

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/Interested Party 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/Interested Party 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 INTERESTED PARTY's share of 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 INTERESTED PARTY agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties from its inception, but, should none of the above real estate be required, this contract shall terminate.

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**

_____, _____
**Acknowledging Member, Agent or Manager** **(Title)**

_____
**Print or type name of Acknowledging Member, Agent or Manager**

STATE OF _____ )
)ss.
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this _____ day of _____ ,
A.D., 20_____, by _____ .
(Signer of Instrument)

_____
Notary Public

[ ]

NOTARY STAMP HERE

[ ]

**Project No.: 77-3(1036)**
**Project Name: Fremont Southeast Beltway**
**CN: 22722**
**Tract No.: 6 Interested Party**

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.: 6 Interested Party**

## 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: 6 Interested Party

RESOLUTION 2020-024
(Sale of City Owned Property Rights)

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, PERTAINING TO THE SALE AND CONVEYANCE OF PROPERTY RIGHTS OWNED BY THE CITY OF FREMONT, NEBRASKA TO THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION.

**WHEREAS** The City of Fremont, Nebraska owns certain property rights located in Fremont, Nebraska legally described as:

**Tract 6**

A tract of land located in lots 1 and 2, the second levee subdivision, Section 26, Township 17 North, Range 8 East of the Sixth Principal Meridian, Dodge County, Nebraska, described as follows:

Referring to the Northwest corner of lot 1, the second levee subdivision; thence Easterly along the North line of said lot 1, a distance of 271.68 feet; thence Southeasterly deflecting 07 degrees, 05 minutes, 27 seconds, right, along the North line of lot 1, a distance of 814.90 feet; thence Southeasterly, deflecting 01 degrees, 48 minutes, 15 seconds, right, along the North line of lot 1, a distance of 460.00 feet, to the point of beginning; thence Southeasterly, along the last described course, a distance of 80.47 feet to the Northeast corner of said lot 1; thence continuing along the last described course, along the North line of lot 2, the second levee subdivision, a distance of 358.80 feet; thence Southeasterly, deflecting 04 degrees, 30 minutes, 00 seconds, right, along the North line of lot 2, a distance of 560.90 feet; thence Southeasterly, deflecting 05 degrees, 00 minutes, 00 seconds, right, along the North line of lot 2, a distance of 264.26 feet, to the West line of the existing BNSF railroad right-of-way; thence Southerly, deflecting 68 degrees, 43 minutes, 55 seconds, right, along said West line of the existing BNSF railroad right-of-way, a distance of 300.40 feet to the Southeast corner of lot 2; thence Westerly, deflecting 130 degrees, 25 minutes, 12 seconds, right, along the South line of said lot 2, a distance of 391.90 feet; thence Northwesterly, deflecting 24 degrees, 30 minutes, 00 seconds, left, along the South line of lot 2, a distance of 550.80 feet; thence Northwesterly, deflecting 04 degrees, 35 minutes, 51 seconds, left, along the South line of lot 2, a distance of 322.72 feet, to the West line of lot 2; thence continuing along the last described course, along the South line of lot 1, a distance of 550.88 feet; thence Northwesterly, deflecting 01 degrees, 45 minutes, 00 seconds, left, along the South line of lot 1, a distance of 173.23 feet; thence Northeasterly, deflecting 154 degrees, 12 minutes, 21 seconds, right, a distance of 68.51 feet; thence Northeasterly, deflecting 12 degrees, 41 minutes, 47 seconds, right, a distance of 263.69 feet; thence Northeasterly, deflecting 03 degrees, 08 minutes, 13 seconds, right, a distance of 311.75 feet to the point of beginning, containing 6.24 acres, more or less.

There will be no ingress or egress over the following described controlled access line located in lots 1 and 2, the second levee subdivision, Section 26, Township 17 North, Range 8 East of the Sixth Principal Meridian, Dodge County, Nebraska, described as follows:

Referring to the Northwest corner of lot 1, the second levee subdivision; thence Easterly along the North line of said lot 1, a distance of 271.68 feet; thence

Southeasterly deflecting 07 degrees, 05 minutes, 27 seconds, right, along the North line of lot 1, a distance of 814.90 feet; thence Southeasterly, deflecting 01 degrees, 48 minutes, 15 seconds, right, along the North line of lot 1, a distance of 460.00 feet, to the point of beginning; thence Southwesterly, deflecting 167 degrees, 50 minutes, 37 minutes, right, a distance of 311.75 feet; thence Southwesterly, deflecting 03 degrees, 08 minutes, 13 seconds, left, a distance of 263.69 feet; thence Southwesterly, deflecting 12 degrees, 41 minutes, 47 seconds, left, a distance of 68.51 feet, to a point on the South line of lot 1 and the point of termination; thence Easterly, deflecting 154 degrees, 12 minutes, 21 seconds, left, along the South line of lot 1, a distance of 173.23 feet; thence Southeasterly, deflecting 01 degrees, 45 minutes, 00 seconds, right, along the South line of lot 1, a distance of 550.88 feet, to the Southeast corner of lot 1; thence continuing along the last described course along the South line of lot 2, a distance of 322.72 feet; thence Southeasterly, deflecting 04 degrees, 35 minutes, 51 seconds, right, along the South line of lot 2, a distance of 430.08 feet, to the point of resumption; thence Easterly, deflecting 11 degrees, 21 minutes, 07 seconds, left, a distance of 415.77 feet, to the point of termination on the East line of lot 2 and the West line of the existing BNSF railroad right-of-way.

**WHEREAS** The City Council of the City of Fremont, Nebraska hereby finds and determines that is necessary and desirable to sell property rights in the Property, described within and owned by the City of Fremont, Nebraska to the State of Nebraska, Nebraska Department of Transportation.

**WHEREAS** The terms upon which the City of Fremont, Nebraska shall sell property rights of the subject real estate to the State of Nebraska, Nebraska Department of Transportation, shall require a purchase price of One Hundred Dollars and Zero Cents, ($100.00). The sale of such real estate interests to the State of Nebraska, Nebraska Department of Transportation is subject to the following conditions:

The terms of such sale are contained in the proposes Real Estate Purchase Agreements attached as Exhibit “A” and incorporated by this reference.

**NOW THEREFORE BE IT RESOLVED:**

That the mayor and city council hereby approve and authorize the sale and conveyance of property rights owned by the City of Fremont, Nebraska to the State of Nebraska, Department of Transportation.

PASSED AND APPROVED THIS 28TH DAY OF JANUARY, 2020

_____
SCOTT GETZSCHMAN, MAYOR

ATTEST:

_____
TYLER FICKEN, CITY CLERK

# STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Public Works Director/City Engineer

DATE: January 28, 2020

SUBJECT: Resolution 2020-025 for Sale of City property rights for Hwy 77, Southeast Beltway.

| Recommendation: Recommend approval of resolution 2020-025. |
|---|

**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 doesn't own the properties in question. However, the City owns property rights on this Tract within the limits of the Beltway Project. This resolution is for the sale of property interests in a tract of land referenced as Tracts 2, 8, 10, 12a, 19, & 20

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. The property has been appraised, and the Right-of-Way has been established by the NDOT design team. The total amount of compensation is $700.00.

Approval of the resolution authorizes the sale of the property interests and authorizes the Mayor to sign the Acquisition Documents.

Maps and legal descriptions of Tracts 2, 8, 10, 12a, 19, & 20 are included with this packet.

**Fiscal Impact:** The appraisal report values the land at $700.00. The City of Fremont bears no expenses in the transactions.

NEBRASKA

Good Life. Great Journey.

**DEPARTMENT OF TRANSPORTATION**

December 12, 2019

Pete Ricketts, Governor

City of Fremont
400 E. Military Ave
Fremont, NE 68025

Re: Project Number: 77-3(1036)
Tract Number: 2,8,10,12A 19 & 20
Control Number: 22722
Project Location: Fremont Southeast Beltway

The State of Nebraska, Department of Transportation is planning to improve a portion of Highway 77 in Dodge County. We need to acquire additional land to construct this improvement. In your case, we need fee simple and improvement(s), if any, in land you own located in the Southwest Quarter of the Southwest Quarter of Section 26, Township 17 North, Range 8 East, a tract Located in Lot 9 Poultry Complex, a Tract in Lots 5 and 7 Poultry Complex, A Tract located in Lots 4 and 5 Poultry Complex Section 25, Township 17 North, Range 8 East, A Tract in Lots 4 and 5 Poultry Complex Section 36, Township 17 North, Range 8 East, all of the Sixth Principal Meridian Dodge County, Nebraska.

Enclosed are the contracts and other documents that comprise our just compensation offer in the amount of $700.00. Also included is the appraisal used as the basis for the offer, a plan sheet showing the affected areas of your property, a brochure explaining our policies and your rights and a civil rights survey.

Please look over this material and call me to discuss any questions or concerns you may have regarding this matter. My toll free number is 1-800-764-0422. If you wish I will be more than happy to meet with you personally to discuss our proposal.

**If you are satisfied with our offer, please do the following:**

Kyle Schneweis, P.E., Director
**Department of Transportation**
1500 Highway 2
PO Box 94759
Lincoln, NE 68509-4759
OFFICE 402-471-4567 FAX 402-479-4325
NDOT.ContactUs@nebraska.gov
**dot.nebraska.gov**

**Please sign all documents in blue ink.**

1. **Sign, before a notary public,** one contract.
   (Spouses need to sign, even if not shown as a recorded owner.)
2. **Sign, before a notary public,** the deed(s), if provided.
3. **Sign and fill out** the W-9, Request for Taxpayer Identification and Certification form;
   a. If you are the sole owner (single or spouses), you need only one W-9.
   b. If multiple owners, then you and each owner/couple need to fill out and sign a separate W-9 form, <u>even if you are receiving none of the proceeds</u>.
4. **Sign and fill out the Payment/Allocation Voucher** form; each owner/couple needs to list themselves and the other owners and designate how the total amount will be divided. *This is only for IRS accounting purposes. We will issue one check with all names on it, except we are required to make an electronic deposit when the consideration is over $25,000. If there are multiple owners and/or parties (mortgage, etc.) and an electronic deposit is necessary, we will be required to hire a title company to handle the payment.*
5. **If a corporation or LLC**, please complete, sign and notarize the Affidavit.
6. **Return** the executed documents in the enclosed postage paid return envelope and also;
   c. COMPLETE & INCLUDE the Request for Tenant Information form, if provided.
   d. INCLUDE for reimbursement, a paid receipt for notary services, if charged.

You will usually receive payment within four to six weeks after we have received the properly executed documents. If we need a release of mortgage or deed of trust it will depend on how quickly the company owning the debt instrument takes to process our request.

**We appreciate your cooperation and patience in helping us complete this project that will provide safer driving conditions for the traveling public.**

Sincerely,

Leslie Muehlich
Right of Way Division
cc: File

OWNERS COPY

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

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, 8, 10, 12A, 19 & 20**

THIS CONTRACT, made and entered into this _____ day of _____, 20 _____ by and between **City of Fremont**,
Address:
hereinafter called the INTERESTED PARTY, and the Nebraska Department of Transportation, hereinafter called the STATE.

**INTERESTED PARTY**

WITNESSETH: In consideration of the payment or payments as specified below, the INTERESTED PARTY hereby relinquishes to the STATE, all leasehold interest to certain lands and any improvements thereon owned by

The property to which the INTERESTED PARTY hereby **permanently** relinquishes interest is described as follows:

**(Tract 2)**
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, 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 DESRIBED 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, SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

**(Tract 8)**

A TRACT OF LAND LOCATED IN LOT 9, POULTRY COMPLEX, SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF LOT 9, POULTRY COMPLEX, SAID POINT BEING ON THE WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY AND 377.16 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE SOUTHERLY, ALONG THE EAST LINE OF LOT 9 , ALSO BEING THE WEST

LINE OF THE EXISTING BURLINGTON NORTH SANTA FE (BNSF) RIGHT-OF-WAY, A DISTANCE OF 383.15 FEET; THENCE EASTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, LEFT, ALONG SAID EAST LINE OF LOT 9 ALSO BEING SAID WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY, A DISTANCE OF 33.00 FEET; THENCE SOUTHERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID EAST LINE OF LOT 9 ALSO BEING SAID WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY, A DISTANCE OF 415.97 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY, ALONG THE LAST DESCRIBED COURSE ALONG SAID EAST LINE OF LOT 9, ALSO BEING SAID WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY, A DISTANCE OF 240.03 FEET, TO THE NORTH LINE OF THE EXISTING RIVER ROAD (ALSO KNOWN AS HILLS FARM ROAD) RIGHT-OF-WAY; THENCE NORTHWESTERLY, DEFLECTING 123 DEGREES, 05 MINUTES, 00 SECONDS, RIGHT, ALONG THE NORTH LINE OF THE EXISTING RIVER ROAD RIGHT-OF-WAY, A DISTANCE OF 446.31 FEET; THENCE WESTERLY, DEFLECTING 27 DEGREES, 20 MINUTES, 23 SECONDS, LEFT, ALONG SAID NORTH LINE OF THE EXISTING RIVER ROAD RIGHT-OF-WAY, A DISTANCE OF 612.34 FEET TO THE WEST SECTION LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, THENCE NORTHERLY, DEFLECTING 84 DEGREES, 25 MINUTES, 07 SECONDS, RIGHT, ALONG SAID WEST SECTION LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, A DISTANCE OF 33.85 FEET; THENCE SOUTHEASTERLY, DEFLECTING 95 DEGREES, 34 MINUTES, 18 SECONDS, RIGHT, A DISTANCE OF 988.08 FEET, TO THE POINT OF BEGINNING, CONTAINING 1.65 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOT 9, POULTRY COMPLEX, SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF LOT 9, POULTRY COMPLEX, SAID POINT BEING ON THE WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY AND 377.16 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE SOUTHERLY, ALONG THE EAST LINE OF LOT 9, ALSO BEING THE WEST LINE OF THE EXISTING BURLINGTON NORTHERN SANTA FE (BNSF) RIGHT-OF-WAY, A DISTANCE OF 383.15 FEET; THENCE EASTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, LEFT, ALONG SAID EAST LINE OF LOT 9, ALSO BEING THE WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY, A DISTANCE OF 33.00 FEET; THENCE SOUTHERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID EAST LINE OF LOT 9, ALSO BEING THE WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY, A DISTANCE OF 599.77 FEET, TO THE POINT OF BEGINNING; THENCE WESTERLY, DEFLECTING 87 DEGREES, 57 MINUTES, 42 SECONDS, RIGHT, A DISTANCE OF 81.86 FEET, TO THE SOUTH LINE OF LOT 9, ALSO BEING THE NORTH LINE OF THE RIVER ROAD (AKA HILLS FARM ROAD) RIGHT-OF-WAY AND POINT OF TERMINATION.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS 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 SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

**(Tract 10)**

A TRACT OF LAND LOCATED IN LOTS 5 AND 7, POULTRY COMPLEX, 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 LOT 7, POULTRY COMPLEX; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID LOT 7, POULTRY COMPLEX, A DISTANCE OF 402.39 FEET; THENCE SOUTHEASTERLY, DEFLECTING 17 DEGREES, 24 MINUTES, 28 SECONDS, RIGHT, A DISTANCE OF 879.77 FEET, TO THE EAST LINE OF SAID LOT 7, POULTRY COMPLEX; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 39 MINUTES, 17 SECONDS, LEFT, A DISTANCE OF 33.48 FEET TO THE EAST SECTION LINE OF SECTION 26; THENCE SOUTHERLY, DEFLECTING 77 DEGREES, 10 MINUTES, 09 SECONDS, RIGHT, ALONG SAID EAST SECTION LINE OF SECTION 26, A DISTANCE OF 286.48 FEET; THENCE NORTHWESTERLY, DEFLECTING 109 DEGREES, 41 MINUTES, 52 SECONDS, RIGHT, A DISTANCE OF 34.82 FEET TO THE WEST LINE OF LOT 7, POULTRY COMPLEX; THENCE NORTHWESTERLY, CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 108.52 FEET; THENCE NORTHWESTERLY, DEFLECTING 01 DEGREES, 12 MINUTES, 25 SECONDS, LEFT, A DISTANCE OF 176.11 FEET; THENCE NORTHWESTERLY, DEFLECTING 10 DEGREES, 10 MINUTES, 54 SECONDS, LEFT, A DISTANCE OF 277.54 FEET; THENCE WESTERLY, DEFLECTING 08 DEGREES, 02 MINUTES, 11 SECONDS, LEFT, A DISTANCE OF 422.43 FEET; THENCE SOUTHWESTERLY, DEFLECTING 25 DEGREES, 45 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 66.26 FEET; THENCE WESTERLY, DEFLECTING 23 DEGREES, 19 MINUTES, 49 SECONDS, RIGHT, A DISTANCE OF 71.60 FEET, TO THE SOUTH LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE NORTH LINE OF THE EXISTING HILLS FARM ROAD (ALSO KNOWN AS RIVER ROAD) RIGHT-OF-WAY; THENCE NORTHWESTERLY, DEFLECTING 35 DEGREES, 12 MINUTES, 21 SECONDS, RIGHT, ALONG SAID SOUTH LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE NORTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 171.49 FEET, TO THE WEST LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING SOUTH PLATTE AVENUE RIGHT-OF-WAY; THENCE NORTHERLY, DEFLECTING 56 DEGREES, 57 MINUTES, 16 SECONDS, RIGHT, ALONG SAID WEST LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING SOUTH PLATTE AVENUE RIGHT-OF-WAY, A DISTANCE OF 350.23 FEET, TO THE POINT OF BEGINNING, CONTAINING 10.12 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOTS 5 AND 7, POULTRY COMPLEX, 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 LOT 7, POULTRY COMPLEX; THENCE EASTERLY, ALONG THE NORTH LINE OF LOT 7, POULTRY COMPLEX, A DISTANCE OF 402.39 FEET; THENCE SOUTHEASTERLY, DEFLECTING 17 DEGREES, 24 MINUTES, 28 SECONDS, RIGHT, A DISTANCE OF 879.77 FEET, TO THE EAST LINE OF LOT 7, POULTRY COMPLEX; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 39 MINUTES, 17 SECONDS, LEFT, A DISTANCE OF 33.48 FEET TO THE EAST SECTION LINE OF SECTION 26 AND THE POINT OF TERMINATION; THENCE SOUTHERLY, DEFLECTING 77 DEGREES, 10 MINUTES, 09 SECONDS, RIGHT, ALONG SAID EAST SECTION LINE OF SECTION 26, A DISTANCE OF 286.48 FEET, TO THE POINT OF RESUMPTION; THENCE NORTHWESTERLY, DEFLECTING 109 DEGREES, 41 MINUTES, 52 SECONDS, RIGHT, A DISTANCE OF 108.52 FEET; THENCE NORTHWESTERLY, DEFLECTING 01 DEGREES, 12 MINUTES, 25 SECONDS, LEFT, A DISTANCE OF 176.11 FEET; THENCE NORTHWESTERLY, DEFLECTING 10 DEGREES, 10 MINUTES, 54 SECONDS, LEFT, A DISTANCE OF 277.54 FEET; THENCE WESTERLY, DEFLECTING 08 DEGREES, 02 MINUTES, 11 SECONDS, LEFT, A DISTANCE OF 422.43 FEET; THENCE SOUTHWESTERLY, DEFLECTING 25 DEGREES, 45 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 66.26 FEET; THENCE WESTERLY, DEFLECTING 23

DEGREES, 19 MINUTES, 49 SECONDS, RIGHT, A DISTANCE OF 71.95 FEET, TO THE SOUTH LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE NORTH LINE OF THE EXISTING HILLS FARM ROAD (ALSO KNOWN AS RIVER ROAD) RIGHT-OF-WAY; THENCE NORTHWESTERLY, DEFLECTING 35 DEGREES, 14 MINUTES, 46 SECONDS, RIGHT, ALONG SAID SOUTH LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE NORTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 171.49 FEET, TO THE POINT OF TERMINATION ON THE WEST LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING SOUTH PLATTE AVENUE RIGHT-OF-WAY

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 DESRIBED 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, SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

A TRACT OF LAND LOCATED IN LOTS 4 AND 5, POULTRY COMPLEX, SECTION 25, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF LOT 5, POULTRY COMPLEX; THENCE SOUTHERLY, ALONG THE WEST LINE OF LOT 5, POULTRY COMPLEX, A DISTANCE OF 263.27 FEET; THENCE SOUTHEASTERLY, DEFLECTING 77 DEGREES, 11 MINUTES, 46 SECONDS, LEFT, A DISTANCE OF 33.48 FEET TO THE POINT OF BEGINNING ON THE WEST SECTION LINE OF SECTION 25; THENCE SOUTHEASTERLY, DEFLECTING 00 DEGREES, 01 MINUTES, 20 SECONDS, RIGHT, A DISTANCE OF 102.90 FEET; THENCE SOUTHEASTERLY, DEFLECTING 11 DEGREES, 59 MINUTES, 44 SECONDS, RIGHT, A DISTANCE OF 309.82 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 06 MINUTES, 21 SECONDS, RIGHT, A DISTANCE OF 863.24 FEET; THENCE SOUTHEASTERLY, DEFLECTING 01 DEGREES, 03 MINUTES, 57 SECONDS, LEFT, A DISTANCE OF 916.92 FEET; THENCE SOUTHEASTERLY, DEFLECTING 00 DEGREES, 47 MINUTES, 51 SECONDS, RIGHT, A DISTANCE OF 279.19 FEET; THENCE SOUTHEASTERLY, DEFLECTING 03 DEGREES, 02 MINUTES, 56 SECONDS, LEFT, A DISTANCE OF 281.74 FEET; THENCE EASTERLY, DEFLECTING 26 DEGREES, 43 MINUTES, 48 SECONDS, LEFT, A DISTANCE OF 84.06 FEET; THENCE NORTHEASTERLY, DEFLECTING 56 DEGREES, 25 MINUTES, 08 SECONDS, LEFT, A DISTANCE OF 51.09 FEET; THENCE NORTHERLY, DEFLECTING 32 DEGREES, 29 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 470.81 FEET; THENCE EASTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, A DISTANCE OF 26.50 FEET, TO THE EAST LINE OF LOT 5, POULTRY COMPLEX, ALSO BEING THE WEST LINE OF THE EXISTING DOWNING STREET RIGHT-OF-WAY; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 66.00 FEET, TO THE WEST LINE OF LOT 4, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING DOWNING STREET RIGHT-OF-WAY; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 45.84 FEET; THENCE SOUTHERLY, DEFLECTING 87 DEGREES, 16 MINUTES, 46 SECONDS, RIGHT, A DISTANCE OF 221.51 FEET; THENCE SOUTHEASTERLY, DEFLECTING 18 DEGREES, 43 MINUTES, 25 SECONDS, LEFT, A DISTANCE OF 74.60 FEET; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 49 MINUTES, 50 SECONDS, LEFT, A DISTANCE OF 179.94 FEET; THENCE SOUTHEASTERLY, DEFLECTING 44 DEGREES, 46 MINUTES, 45 SECONDS, RIGHT, A DISTANCE OF 366.39 FEET TO THE SOUTH SECTION LINE OF SECTION 25; THENCE WESTERLY, DEFLECTING 112 DEGREES, 48 MINUTES, 01 SECONDS, RIGHT, ALONG SAID SOUTH SECTION LINE OF SECTION 25, A DISTANCE OF 421.95 FEET, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25; THENCE WESTERLY, DEFLECTING 00 DEGREES, 08 MINUTES, 01 SECONDS, RIGHT, ALONG THE SOUTH SECTION LINE OF SECTION 25, A DISTANCE OF 349.97 FEET, TO THE SOUTH LINE OF LOT 5, POULTRY COMPLEX;

THENCE NORTHWESTERLY, DEFLECTING 20 DEGREES, 44 MINUTES, 21 SECONDS, RIGHT, ALONG THE SOUTH LINE OF LOT 5, POULTRY COMPLEX, A DISTANCE OF 826.10 FEET; THENCE NORTHERLY, DEFLECTING 81 DEGREES, 17 MINUTES, 46 SECONDS, RIGHT, A DISTANCE OF 74.39 FEET; THENCE NORTHWESTERLY, DEFLECTING 74 DEGREES, 00 MINUTES, 24 SECONDS, LEFT, A DISTANCE OF 640.59 FEET; THENCE NORTHWESTERLY, DEFLECTING 00 DEGREES, 39 MINUTES, 40 SECONDS, RIGHT, A DISTANCE OF 484.50 FEET; THENCE NORTHWESTERLY, DEFLECTING 02 DEGREES, 54 MINUTES, 50 SECONDS, LEFT, A DISTANCE OF 387.57 FEET; THENCE NORTHWESTERLY, DEFLECTING 06 DEGREES, 30 MINUTES, 45 SECONDS, LEFT, A DISTANCE OF 190.81 FEET, TO THE WEST SECTION LINE OF SECTION 25; THENCE NORTHERLY, DEFLECTING 70 DEGREES, 18 MINUTES, 08 SECONDS, RIGHT, ALONG SAID WEST SECTION LINE OF SECTION 25, A DISTANCE OF 286.48 FEET, TO THE POINT OF BEGINNING, CONTAINING 21.59 ACRES, MORE OR LESS, WHICH INCLUDES 1.06 ACRES, MORE OR LESS, PREVIOUSLY OCCUPIED AS PUBLIC ROADWAY.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOTS 4 AND 5, POULTRY COMPLEX, SECTION 25, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF LOT 5, POULTRY COMPLEX; THENCE SOUTHERLY, ALONG THE WEST LINE OF LOT 5, POULTRY COMPLEX, A DISTANCE OF 263.27 FEET; THENCE SOUTHEASTERLY, DEFLECTING 77 DEGREES, 11 MINUTES, 46 SECONDS, LEFT, A DISTANCE OF 33.48 FEET TO THE POINT OF BEGINNING ON THE WEST SECTION LINE OF SECTION 25; THENCE SOUTHEASTERLY, DEFLECTING 00 DEGREES, 01 MINUTES, 20 SECONDS, RIGHT, A DISTANCE OF 102.90 FEET; THENCE SOUTHEASTERLY, DEFLECTING 11 DEGREES, 59 MINUTES, 44 SECONDS, RIGHT, A DISTANCE OF 309.82 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 06 MINUTES, 21 SECONDS, RIGHT, A DISTANCE OF 863.24 FEET; THENCE SOUTHEASTERLY, DEFLECTING 01 DEGREES, 03 MINUTES, 57 SECONDS, LEFT, A DISTANCE OF 916.92 FEET; THENCE SOUTHEASTERLY, DEFLECTING 00 DEGREES, 47 MINUTES, 51 SECONDS, RIGHT, A DISTANCE OF 279.19 FEET; THENCE SOUTHEASTERLY, DEFLECTING 03 DEGREES, 02 MINUTES, 56 SECONDS, LEFT, A DISTANCE OF 281.74 FEET; THENCE EASTERLY, DEFLECTING 26 DEGREES, 43 MINUTES, 48 SECONDS, LEFT, A DISTANCE OF 84.06 FEET; THENCE NORTHEASTERLY, DEFLECTING 56 DEGREES, 25 MINUTES, 08 SECONDS, LEFT, A DISTANCE OF 51.09 FEET; THENCE NORTHERLY, DEFLECTING 32 DEGREES, 29 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 66.79 FEET TO THE POINT OF TERMINATION; THENCE EASTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, A DISTANCE OF 165.03, TO THE POINT OF RESUMPTION; THENCE SOUTHEASTERLY, DEFLECTING 82 DEGREES, 21 MINUTES, 56 SECONDS, RIGHT, A DISTANCE OF 259.66 FEET; THENCE SOUTHEASTERLY, DEFLECTING 51 DEGREES, 03 MINUTES, 07 SECONDS, LEFT, A DISTANCE OF 69.56 FEET, TO THE SOUTH SECTION LINE OF SECTION 25 AND POINT OF TERMINATION; THENCE WESTERLY, DEFLECTING 148 DEGREES, 59 MINUTES, 27 SECONDS, RIGHT, ALONG THE SOUTH SECTION LINE OF SECTION 25, A DISTANCE OF 198.62 FEET, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25; THENCE WESTERLY, DEFLECTING 00 DEGREES, 08 MINUTES, 01 SECONDS, RIGHT, ALONG THE SOUTH SECTION LINE OF SECTION 25, A DISTANCE OF 349.97 FEET, TO THE SOUTH LINE OF LOT 5, POULTRY COMPLEX; THENCE NORTHWESTERLY, DEFLECTING 20 DEGREES, 44 MINUTES, 21 SECONDS, RIGHT, ALONG THE SOUTH LINE OF LOT 5, POULTRY COMPLEX, A DISTANCE OF 826.10 FEET, TO THE POINT OF RESUMPTION; THENCE NORTHERLY, DEFLECTING 81 DEGREES, 17 MINUTES, 46 SECONDS, RIGHT, A DISTANCE OF 74.39 FEET; THENCE NORTHWESTERLY, DEFLECTING 74 DEGREES, 00 MINUTES, 24 SECONDS, LEFT, A DISTANCE OF 640.59 FEET; THENCE NORTHWESTERLY, DEFLECTING 00 DEGREES, 39 MINUTES, 40 SECONDS, RIGHT, A DISTANCE OF 484.50 FEET; THENCE NORTHWESTERLY, DEFLECTING 02 DEGREES, 54 MINUTES, 50 SECONDS, LEFT, A DISTANCE OF 387.57 FEET; THENCE NORTHWESTERLY, DEFLECTING 06 DEGREES, 30 MINUTES, 45 SECONDS, LEFT, A

DISTANCE OF 190.81 FEET, TO THE WEST SECTION LINE OF SECTION 25 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 DESRIBED 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, SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

A TRACT OF LAND LOCATED IN LOTS 4 AND 5, POULTRY COMPLEX, SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 36; THENCE EASTERLY, ALONG THE NORTH SECTION LINE OF THE NORTHEAST QUARTER OF SECTION 36, A DISTANCE OF 32.90 FEET TO THE WEST LINE OF LOT 4, POULTRY COMPLEX; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE ALONG THE NORTH SECTION LINE OF SECTION 36, A DISTANCE OF 389.05 FEET; THENCE SOUTHEASTERLY, DEFLECTING 27 DEGREES, 52 MINUTES, 44 SECONDS, RIGHT, A DISTANCE OF 773.60 FEET; THENCE NORTHEASTERLY, DEFLECTING 37 DEGREES, 21 MINUTES, 50 SECONDS, LEFT, A DISTANCE OF 101.84 FEET; THENCE SOUTHEASTERLY, DEFLECTING 30 DEGREES, 10 MINUTES, 33 SECONDS, RIGHT, A DISTANCE OF 61.11 FEET; THENCE SOUTHERLY, DEFLECTING 68 DEGREES, 58 MINUTES, 41 SECONDS, RIGHT, A DISTANCE OF 525.57 FEET; THENCE NORTHWESTERLY, DEFLECTING 118 DEGREES, 00 MINUTES, 18 SECONDS, RIGHT, A DISTANCE OF 505.03 FEET; THENCE NORTHWESTERLY, DEFLECTING 00 DEGREES, 46 MINUTES, 27 SECONDS, RIGHT, A DISTANCE OF 718.44 FEET; THENCE NORTHWESTERLY, DEFLECTING 10 DEGREES, 38 MINUTES, 42 SECONDS, LEFT, A DISTANCE OF 160.56 FEET, TO THE WEST LINE OF LOT 4, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING DOWNING STREET RIGHT-OF-WAY; THENCE NORTHERLY, DEFLECTING 71 DEGREES, 49 MINUTES, 53 SECONDS, RIGHT, ALONG SAID WEST LINE OF LOT 4, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING DOWNING STREET RIGHT-OF-WAY, A DISTANCE OF 120.70 FEET; THENCE NORTHWESTERLY, DEFLECTING 68 DEGREES, 45 MINUTES, 41 SECONDS, LEFT, A DISTANCE OF 70.80 FEET TO THE SOUTHEAST CORNER OF LOT 5, POULTRY COMPLEX, ALSO BEING THE WEST LINE OF THE EXISTING DOWNING STREET RIGHT-OF-WAY; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE ALONG THE SOUTH LINE OF LOT 5, POULTRY COMPLEX, A DISTANCE OF 340.21 FEET, TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 36; THENCE EASTERLY, DEFLECTING 159 DEGREES, 16 MINUTES, 35 SECONDS, RIGHT, ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 36, A DISTANCE OF 349.97 FEET, TO THE POINT OF BEGINNING, CONTAINING 12.51 ACRES, MORE OR LESS, WHICH INCLUDES 0.20 ACRES, MORE OR LESS PREVIOUSLY OCCUPIED AS PUBLIC ROADWAY.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOT 4, POULTRY COMPLEX, LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER SECTION 36; THENCE EASTERLY, ALONG THE NORTH SECTION LINE OF THE NORTHEAST QUARTER OF SECTION 36, A DISTANCE OF 32.90 FEET TO THE WEST LINE OF LOT 4, POULTRY COMPLEX; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 165.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, DEFLECTING 31 DEGREES, 00 MINUTES,

33 SECONDS, RIGHT, A DISTANCE OF 156.22 FEET; THENCE SOUTHEASTERLY, DEFLECTING 02 DEGREES, 21 MINUTES, 55 SECONDS, LEFT, A DISTANCE OF 1,000.20 FEET; THENCE SOUTHEASTERLY, DEFLECTING 02 DEGREES, 26 MINUTES, 12 SECONDS, LEFT, A DISTANCE OF 60.59 FEET, TO THE POINT OF TERMINATION; THENCE SOUTHERLY, DEFLECTING 63 DEGREES, 27 MINUTES, 42 SECONDS, RIGHT, A DISTANCE OF 305.42 FEET, TO THE POINT OF RESUMPTION; THENCE NORTHWESTERLY, DEFLECTING 118 DEGREES, 00 MINUTES, 18 SECONDS, RIGHT, A DISTANCE OF 505.03 FEET; THENCE NORTHWESTERLY, DEFLECTING 00 DEGREES, 46 MINUTES, 27 SECONDS, RIGHT, A DISTANCE OF 718.44 FEET; THENCE NORTHWESTERLY, DEFLECTING 10 DEGREES, 38 MINUTES, 42 SECONDS, LEFT, A DISTANCE OF 160.56 FEET, TO THE POINT OF TERMINATION ON THE WEST LINE OF LOT 4, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING SOUTH DOWNING STREET RIGHT-OF-WAY.

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 DESRIBED 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, SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

**(Tract 12A)**

A TRACT OF LAND LOCATED IN LOT 4, POULTRY COMPLEX, SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36 ON THE EAST LINE OF LOT 4, POULTRY COMPLEX; THENCE SOUTHERLY, ALONG THE EAST LINE OF LOT 4, POULTRY COMPLEX, A DISTANCE OF 389.94 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE ALONG THE EAST LINE OF LOT 4, POULTRY COMPLEX, A DISTANCE OF 522.16 FEET; THENCE WESTERLY, DEFLECTING 112 DEGREES, 04 MINUTES, 02 SECONDS, RIGHT, A DISTANCE OF 53.95 FEET; THENCE NORTHERLY, DEFLECTING 67 DEGREES, 55 MINUTES, 58 SECONDS, RIGHT, A DISTANCE OF 525.57 FEET; THENCE EASTERLY, DEFLECTING 115 DEGREES, 20 MINUTES, 12 SECONDS, RIGHT, A DISTANCE OF 55.32 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.60 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOT 4, POULTRY COMPLEX, SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36 ON THE EAST LINE OF LOT 4, POULTRY COMPLEX; THENCE SOUTHERLY, ALONG THE EAST LINE OF LOT 4, POULTRY COMPLEX, A DISTANCE OF 622.57 FEET, TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY, DEFLECTING 125 DEGREES, 51 MINUTES, 22 SECONDS, RIGHT, A DISTANCE OF 61.76 FEET TO THE POINT OF TERMINATION; THENCE SOUTHERLY, DEFLECTING 125 DEGREES, 51 MINUTES, 22 SECONDS, LEFT, A DISTANCE OF 305.45 FEET, TO THE POINT OF RESUMPTION; THENCE SOUTHEASTERLY, DEFLECTING 67 DEGREES, 55 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 53.95 FEET, TO THE 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 DESRIBED

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, SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

The property to which the INTERESTED PARTY hereby **temporarily** relinquishes interest is described as follows:

**(Tract 10)**

A TEMPORARY EASEMENT TO A TRACT OF LAND FOR DRIVEWAY CONSTRUCTION PURPOSES, LOCATED IN LOT 7, POULTRY COMPLEX, SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF LOT 7, POULTRY COMPLEX; THENCE SOUTHERLY, ALONG THE WEST LINE OF LOT 7, POULTRY COMPLEX, A DISTANCE OF 350.23 FEET, TO THE NORTH LINE OF THE EXISTING HILLS FARM ROAD (ALSO KNOWN AS RIVER ROAD) RIGHT-OF-WAY; THENCE SOUTHEASTERLY, DEFLECTING 56 DEGREES, 57 MINUTES, 16 SECONDS, LEFT, ALONG THE NORTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 171.49 FEET, TO THE POINT OF BEGINNING, THENCE EASTERLY, DEFLECTING 35 DEGREES, 12 MINUTES, 21 SECONDS, LEFT, A DISTANCE OF 71.60 FEET; THENCE NORTHEASTERLY, DEFLECTING 23 DEGREES, 19 MINUTES, 49 SECONDS, LEFT, A DISTANCE OF 66.26 FEET; THENCE EASTERLY, DEFLECTING 25 DEGREES, 45 MINUTES, 58 SECONDS, RIGHT, A DISTANCE OF 32.31 FEET; THENCE SOUTHERLY, DEFLECTING 83 DEGREES, 15 MINUTES, 02 SECONDS, RIGHT, A DISTANCE OF 149.45 FEET; TO THE NORTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY; THENCE NORTHWESTERLY, DEFLECTING 129 DEGREES, 31 MINUTES, 11 SECONDS, RIGHT, ALONG THE NORTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 215.36 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.28 ACRES, MORE OR LESS.

UPON COMPLETION AND ACCEPTANCE OF PROJECT 77-3(1036), ALL RIGHTS, INTEREST AND USE OF THE ABOVE DESCRIBED TEMPORARY EASEMENT AREA(S) SHALL BE RETURNED TO THE GRANTOR(S) AND TO ITS SUCCESSORS AND ASSIGNS WITH THE AFORESAID CHANGES COMPLETED.

THE EASEMENT AREA(S) MAY BE USED FOR THE TEMPORARY RELOCATION OF UTILITIES DURING THE CONSTRUCTION OF THE PROJECT.

**(Tract 19)**

A TEMPORARY EASEMENT TO A TRACT OF LAND FOR DRIVEWAY CONSTRUCTION PURPOSES, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST, THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 998.16 FEET; THENCE, NORTHERLY, DEFLECTING 86 DEGREES, 43 MINUTES, 35 SECONDS, RIGHT, A DISTANCE OF 1,074.29 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 36.07 FEET, TO THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD (ALSO KNOWN AS RIVER ROAD) RIGHT-OF-WAY; THENCE NORTHWESTERLY, DEFLECTING 53 DEGREES, 35 MINUTES, 02 SECONDS, LEFT, ALONG THE SOUTH LINE OF THE

EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 281.25 FEET, TO THE EAST LINE OF THE EXISTING BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD RIGHT-OF-WAY; THENCE SOUTHERLY, DEFLECTING 125 DEGREES, 56 MINUTES, 15 SECONDS, LEFT, ALONG THE EAST LINE OF THE EXISTING BNSF RAILROAD RIGHT-OF-WAY, A DISTANCE OF 203.01 FEET; THENCE EASTERLY, DEFLECTING 90 DEGREES, 28 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 277.98 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.62 ACRES, MORE OR LESS.

UPON COMPLETION AND ACCEPTANCE OF PROJECT 77-3(1036), ALL RIGHTS, INTEREST AND USE OF THE ABOVE DESCRIBED TEMPORARY EASEMENT AREA(S) SHALL BE RETURNED TO THE GRANTOR(S) AND TO ITS SUCCESSORS AND ASSIGNS WITH THE AFORESAID CHANGES COMPLETED.

THE EASEMENT AREA(S) MAY BE USED FOR THE TEMPORARY RELOCATION OF UTILITIES DURING THE CONSTRUCTION OF THE PROJECT.

**(Tract 20)**

A TEMPORARY EASEMENT TO A TRACT OF LAND FOR DRIVEWAY CONSTRUCTION PURPOSES, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST, THENCE WESTERLY, ALONG THE SOUTH SECTION LINE OF SAID SECTION 26, A DISTANCE OF 998.16 FEET; THENCE, NORTHERLY, DEFLECTING 86 DEGREES, 43 MINUTES, 35 SECONDS, RIGHT, A DISTANCE OF 1,074.29 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 36.07 FEET, TO THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD (ALSO KNOWN AS RIVER ROAD) RIGHT-OF-WAY; THENCE SOUTHEASTERLY, DEFLECTING 126 DEGREES, 24 MINUTES, 58 SECONDS, RIGHT, ALONG THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 73.23 FEET; THENCE WESTERLY, DEFLECTING 150 DEGREES, 44 MINUTES, 36 SECONDS, LEFT, A DISTANCE OF 59.39 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES, MORE OR LESS.

UPON COMPLETION AND ACCEPTANCE OF PROJECT 77-3(1036), ALL RIGHTS, INTEREST AND USE OF THE ABOVE DESCRIBED TEMPORARY EASEMENT AREA(S) SHALL BE RETURNED TO THE GRANTOR(S) AND TO ITS SUCCESSORS AND ASSIGNS WITH THE AFORESAID CHANGES COMPLETED.

THE EASEMENT AREA(S) MAY BE USED FOR THE TEMPORARY RELOCATION OF UTILITIES DURING THE CONSTRUCTION OF THE PROJECT.

It is hereby agreed that possession of the above described premises is the essence of this contract and the STATE may take immediate possession of the premises upon signing of this contract.

It is further agreed that relinquishment of INTERESTED PARTY interest to areas conveyed temporarily shall be during the period of construction and shall cease upon acceptance of the project by the STATE.

| | |
|---|---|
| **Permanent Relinquishment of interest to approx. 2.81 acres(Tract 2)** | **$100.00** |
| **Permanent Relinquishment of interest to approx. 1.65 acres (Tract 8)** | **$100.00** |
| **Permanent Relinquishment of interest to approx. 42.96 acres (Tract 10)** | **$100.00** |
| **Permanent Relinquishment of interest to approx. 0.60 acres (Tract 12A)** | **$100.00** |
| **Temporary Relinquishment of interest to approx. 0.28 acres (Tract 10)** | **$100.00** |
| **Temporary Relinquishment of interest to approx. 0.62 acres (Tract 19)** | **$100.00** |
| **Temporary Relinquishment of interest to approx. 0.03 acres (Tract 20)** | **$100.00** |
| **TOTAL** | **$700.00** |

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/Interested Party 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/Interested Party 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 the share of the INTERESTED PARTY's 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 INTERESTED PARTY agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties from its inception, but, should none of the above real estate be required, this contract shall terminate.

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**
**by**

_____
Authorized Agent

_____, _____
Print Name of Authorized Agent Title

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

A.D., 20_____, by _____ , _____ ,
(Signer of instrument) (Title of agent)

of **City of Fremont** .

_____
Notary Public

[ ]
NOTARY STAMP HERE
[ ]

**Project No.: 77-3(1036)**
**Project Name: Fremont Southeast Beltway**
**CN: 22722**
**Tract No.: 2, 8, 10, 12A, 19 & 20**

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, 8, 10, 12A, 19 & 20**

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

**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 the City of Fremont_____,
   (title ) (name of organization)
   organized in accordance with the laws of the State of Nebraska and/ or lawfully operating in the State of Nebraska; and

2. In that capacity or by resolution of the_____
   (governing body)
   dated _____, _____, 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

**Project No.: 77-3(1036)**
**Project Name: Fremont Southeast Beltway**
**Control Number: 22722**
**Tract No.: 2, 8, 10, 12, 12A, 19, and 20**

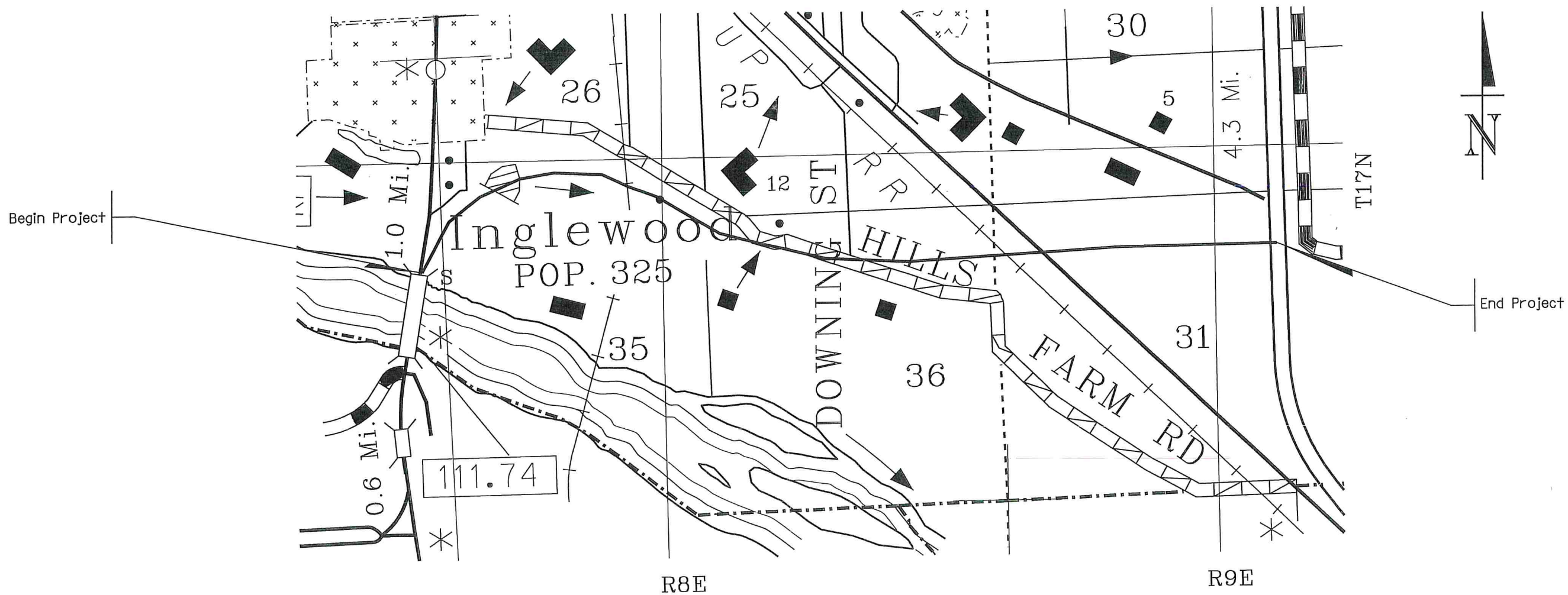
| | |
|---|---|
| PROJECT NO. 77-3(1036) | SHEET NO. |
| ROW PROJECT NO. 77-3(1036) | |
| LOCATION FREMONT SOUTHEAST BELTWAY | |
| COUNTY DODGE | |
| CONTROL NO. 22722 | ROW SHEET NO. 1 |
| FINALIZED PROJECT NO. | |

# STATE OF NEBRASKA
# DEPARTMENT OF TRANSPORTATION

## RIGHT OF WAY PLANS

# FREMONT SOUTHEAST BELTWAY

## DODGE COUNTY




**LEGEND**

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

PRELIM. BOOK NO.

CONTROL NO. 22455

FINALIZED PROJ. NO.

PREV. R.O.W. PURCHASED UNDER PROJ. F-27(18) 77-2(1040) QF-275-6(115)

ROADWAY DESIGNER

R.O.W. DESIGNER

HALF SIZE BY

HALF SIZE DATE

FROM REF. POST 112.05 TO REF. POST 155.80

TOTAL NET LENGTH OF PROJECT 3.20 mi

RIGHT OF WAY DIVISION

Computer: OMATIMSE

User: tsteffen

Date: 29-OCT-2019 13:40

File: 224550r-cover.dgn

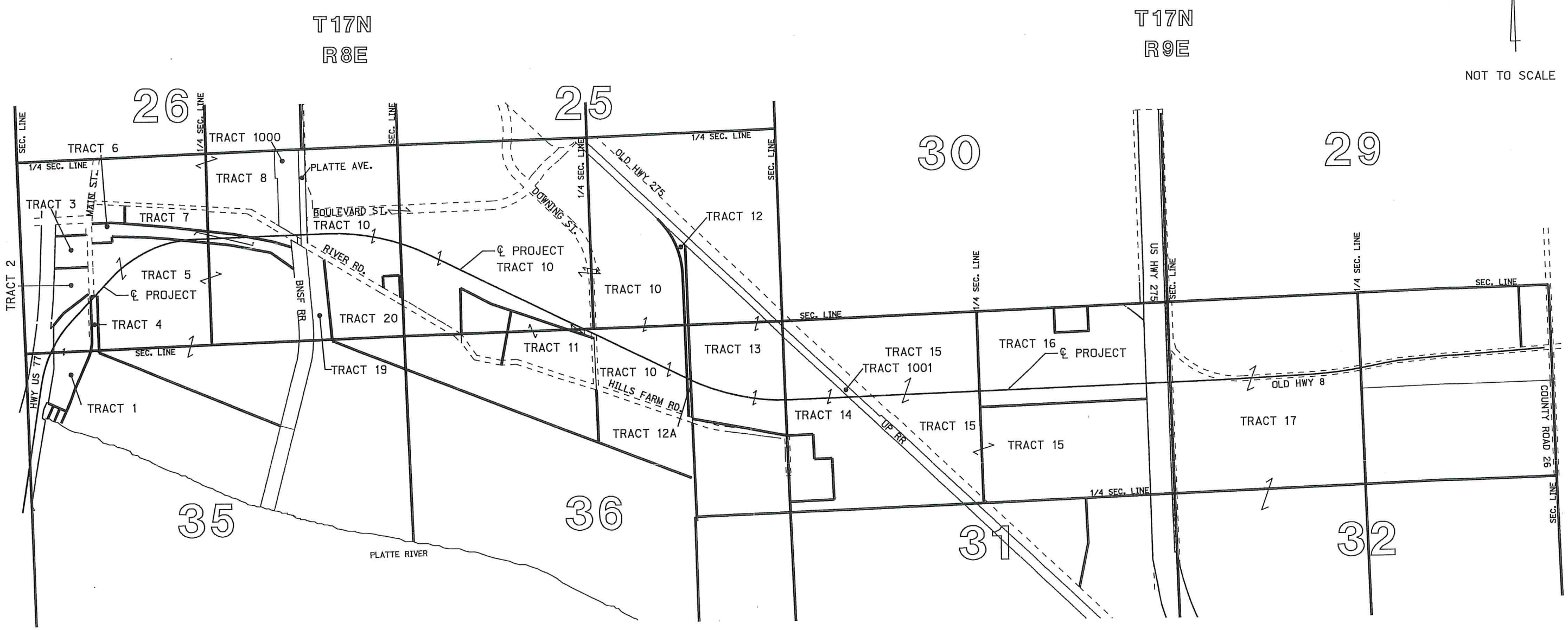
Scale: 1:200

**PRELIMINARY PLAN**
NOT FINAL - SUBJECT TO CHANGE

| | |
|---|---|
| PROJECT NO. 77-3(1036) | SHEET NO. |
| ROW PROJECT NO. C.N. 77-3(1036) | |
| LOCATION FREMONT SOUTHEAST BELTWAY | |
| COUNTY DODGE | |
| CONTROL NO. 22722 | ROW SHEET NO. 1A |
| FINALIZED PROJECT NO. | |

N

NOT TO SCALE




THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS

**Appraisal Plans**

PRELIMINARY RIGHT OF WAY PLANS SUBJECT TO CHANGE

**DATE: 10 - 29 - 2019**

Roadway Design Division

Date: 29-OCT-2019 13:40

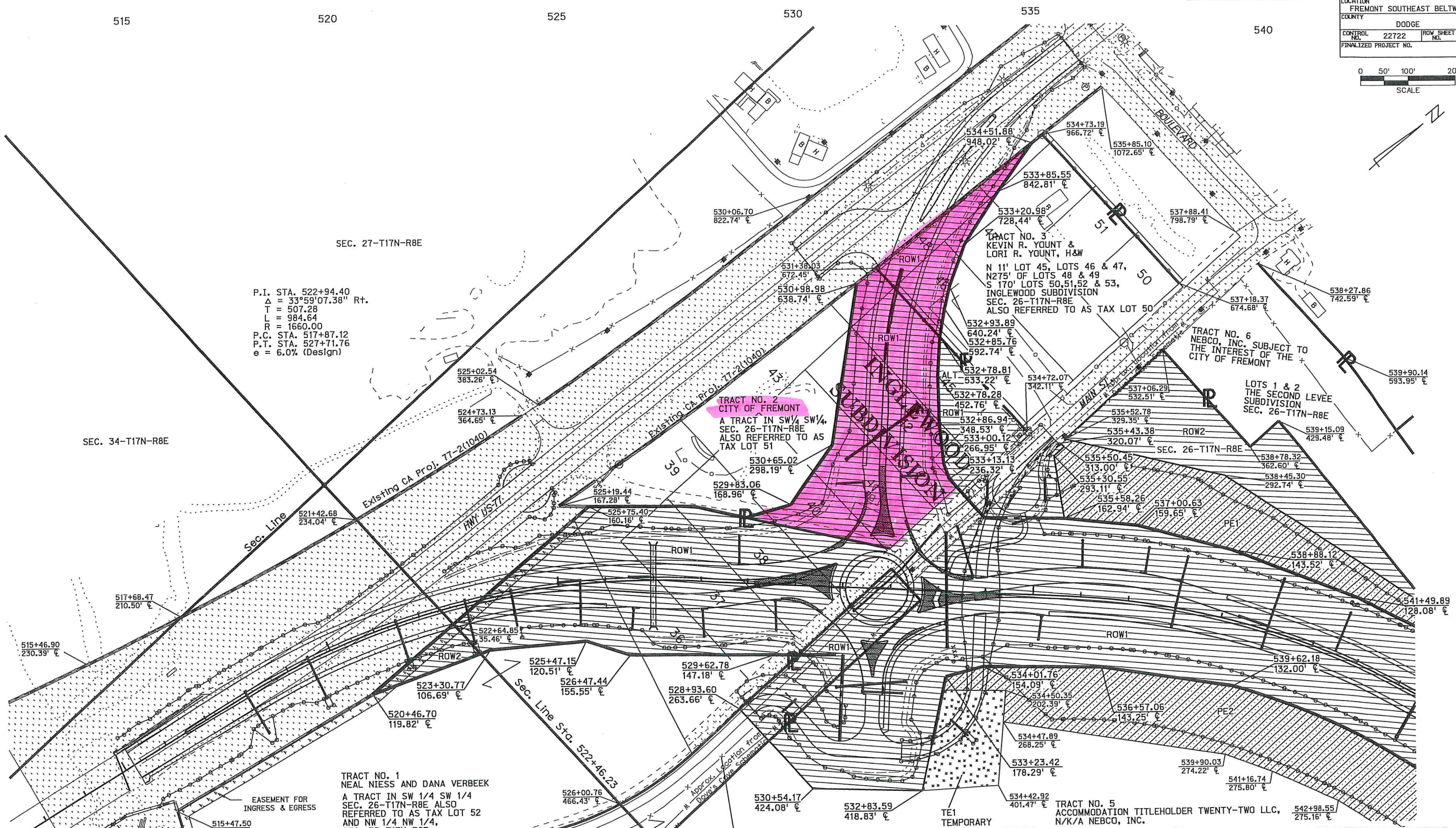
User: tsteffen
Computer: OMATIWSE

File: 227220-01.dgn
Scale: 1:200

**PRELIMINARY PLAN**
NOT FINAL - SUBJECT TO CHANGE

| | |
|---|---|
| PROJECT NO. 77-3(1036) | SHEET NO. |
| ROW PROJECT NO. C.N. 77-3(1036) | |
| LOCATION FREMONT SOUTHEAST BELTWAY | |
| COUNTY DODGE | |
| CONTROL NO. 22722 | ROW SHEET NO. 3 |
| FINALIZED PROJECT NO. | |

0 50' 100' 200'
SCALE




THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS

**Appraisal Plans**

PRELIMINARY RIGHT OF WAY PLANS SUBJECT TO CHANGE

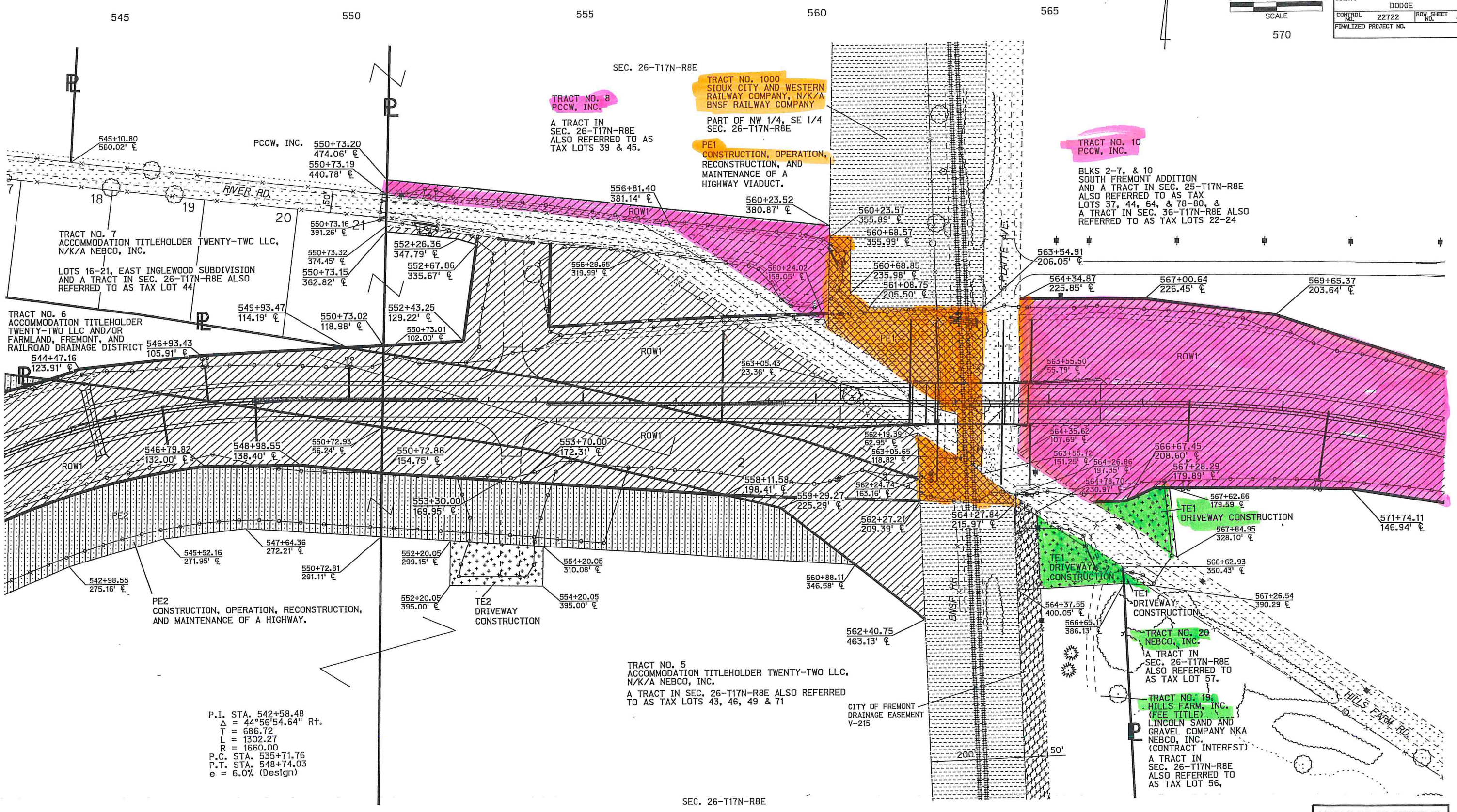
**DATE: 10 - 29 - 2019**

Roadway Design Division
Date: 29-OCT-2019 13:40
User: tsteffen
Computer: OMATMSE
File: 227220r03.dgn
Scale: 1:200

| | |
|---|---|
| PROJECT NO. 77-3(1036) | SHEET NO. |
| ROW PROJECT NO. C.N. 77-3(1036) | |
| LOCATION FREMONT SOUTHEAST BELTWAY | |
| COUNTY DODGE | |
| CONTROL NO. 22722 | ROW SHEET NO. 4 |
| FINALIZED PROJECT NO. | |

**PRELIMINARY PLAN**
NOT FINAL – SUBJECT TO CHANGE

0 50' 100' 200'
SCALE




THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS

**Negotiations Plans**

TENTATIVE FINAL PLANS SUBJECT TO CHANGE

**DATE: 8-15-2019**

Roadway Design Division

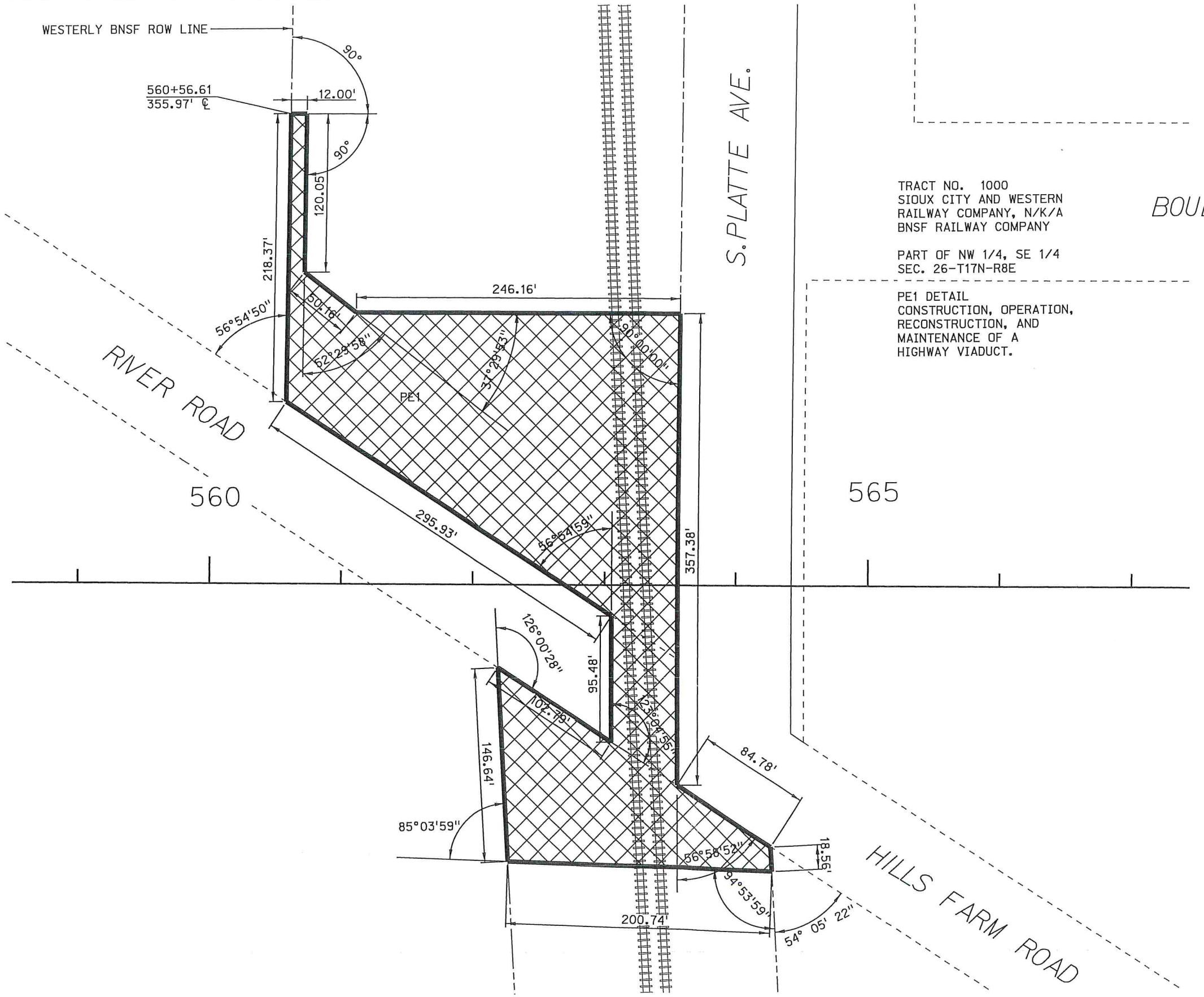
Date: 14-AUG-2019 14:57

User: tsteffen
Computer: OMATIMSE

File: 227220-04.dgn
Scale: 1:200

**PRELIMINARY PLAN**
NOT FINAL - SUBJECT TO CHANGE

| | |
|---|---|
| PROJECT NO. 77-3(1036) | SHEET NO. |
| ROW PROJECT NO. C.N. 77-3(1036) | |
| LOCATION FREMONT SOUTHEAST BELTWAY | |
| COUNTY DODGE | |
| CONTROL NO. 22722 | ROW SHEET NO. 4A |
| FINALIZED PROJECT NO. | |




TRACT NO. 1000
SIOUX CITY AND WESTERN
RAILWAY COMPANY, N/K/A
BNSF RAILWAY COMPANY

PART OF NW 1/4, SE 1/4
SEC. 26-T17N-R8E

PE1 DETAIL
CONSTRUCTION, OPERATION,
RECONSTRUCTION, AND
MAINTENANCE OF A
HIGHWAY VIADUCT.

THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS

**Appraisal Plans**

PRELIMINARY RIGHT OF WAY PLANS SUBJECT TO CHANGE

**DATE: 10 - 29 - 2019**

Roadway Design Division

Date: 29-OCT-2019 13:41

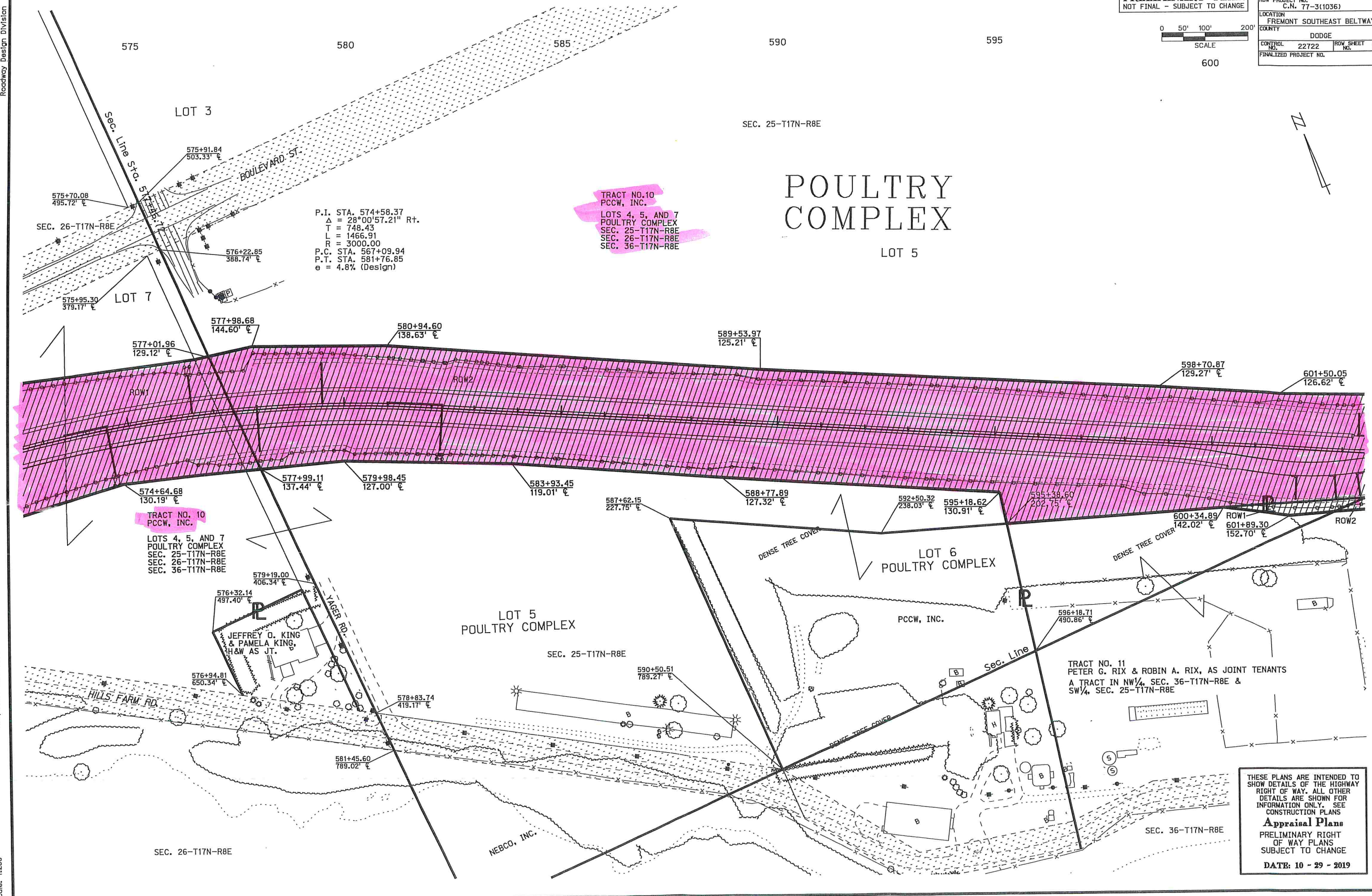
User: rstreffen
Computer: DMATIMSE

File: 227220r04A.dgn
Scale: 1:80

**PRELIMINARY PLAN**
NOT FINAL - SUBJECT TO CHANGE

| | |
|---|---|
| PROJECT NO. 77-3(1036) | SHEET NO. |
| ROW PROJECT NO. C.N. 77-3(1036) | |
| LOCATION FREMONT SOUTHEAST BELTWAY | |
| COUNTY DODGE | |
| CONTROL NO. 22722 | ROW SHEET NO. 5 |
| FINALIZED PROJECT NO. | |

0 50' 100' 200'
SCALE




THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS

**Appraisal Plans**

PRELIMINARY RIGHT OF WAY PLANS SUBJECT TO CHANGE

**DATE: 10 - 29 - 2019**

Roadway Design Division
Date: 29-OCT-2019 13:41
User: tsteffen
Computer: DMATLMSE
File: 227220r05.dgn
Scale: 1:200

**PRELIMINARY PLAN**
NOT FINAL – SUBJECT TO CHANGE

| | |
|---|---|
| PROJECT NO. 77-3(1036) | SHEET NO. W6 |
| ROW PROJECT NO. C.N. 77-3(1036) | |
| LOCATION FREMONT SOUTHEAST BELTWAY | |
| COUNTY DODGE | |
| CONTROL NO. 22722 | ROW SHEET NO. 6 |
| FINALIZED PROJECT NO. | |

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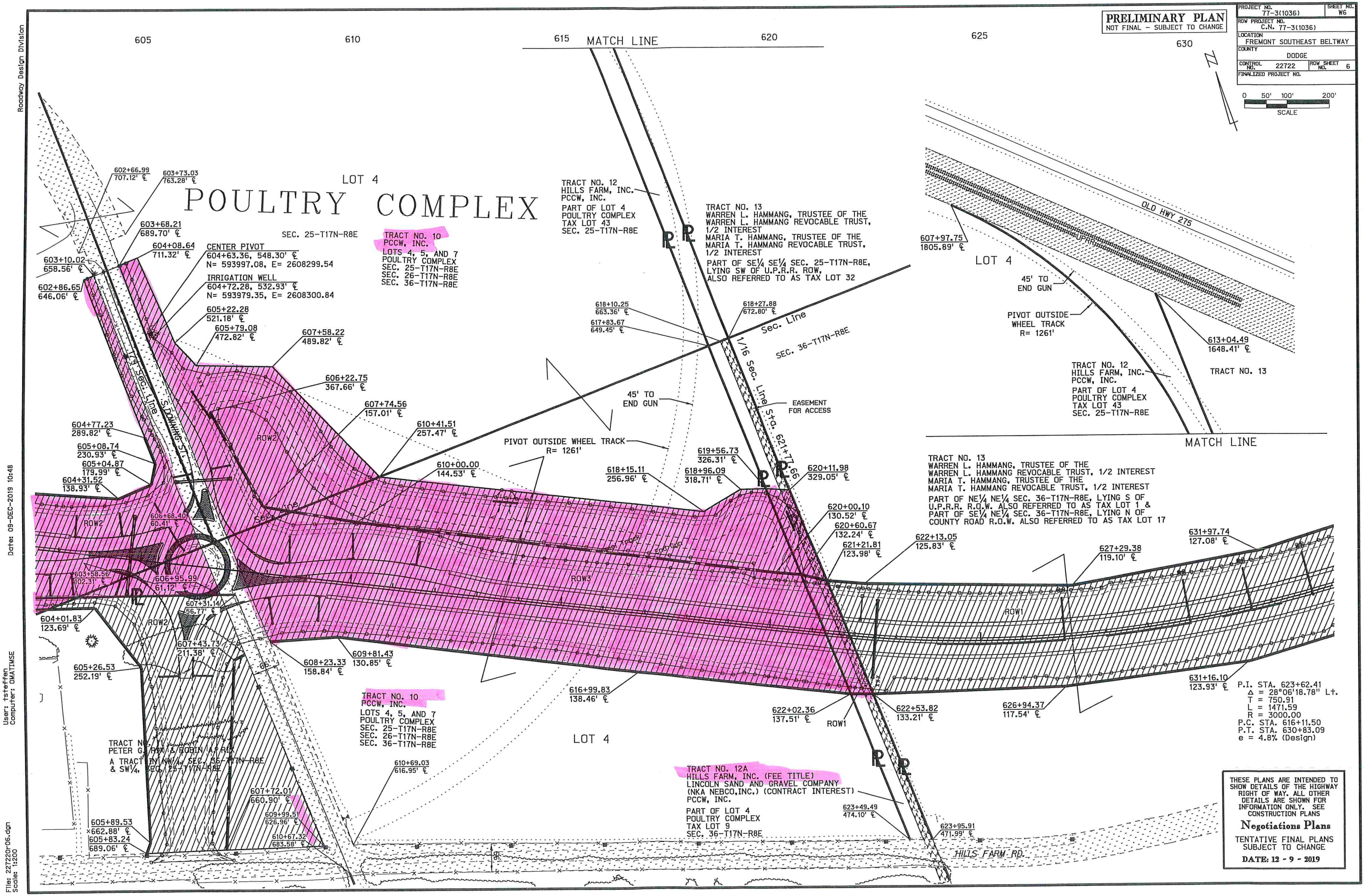
SCALE




THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS

**Negotiations Plans**

TENTATIVE FINAL PLANS SUBJECT TO CHANGE

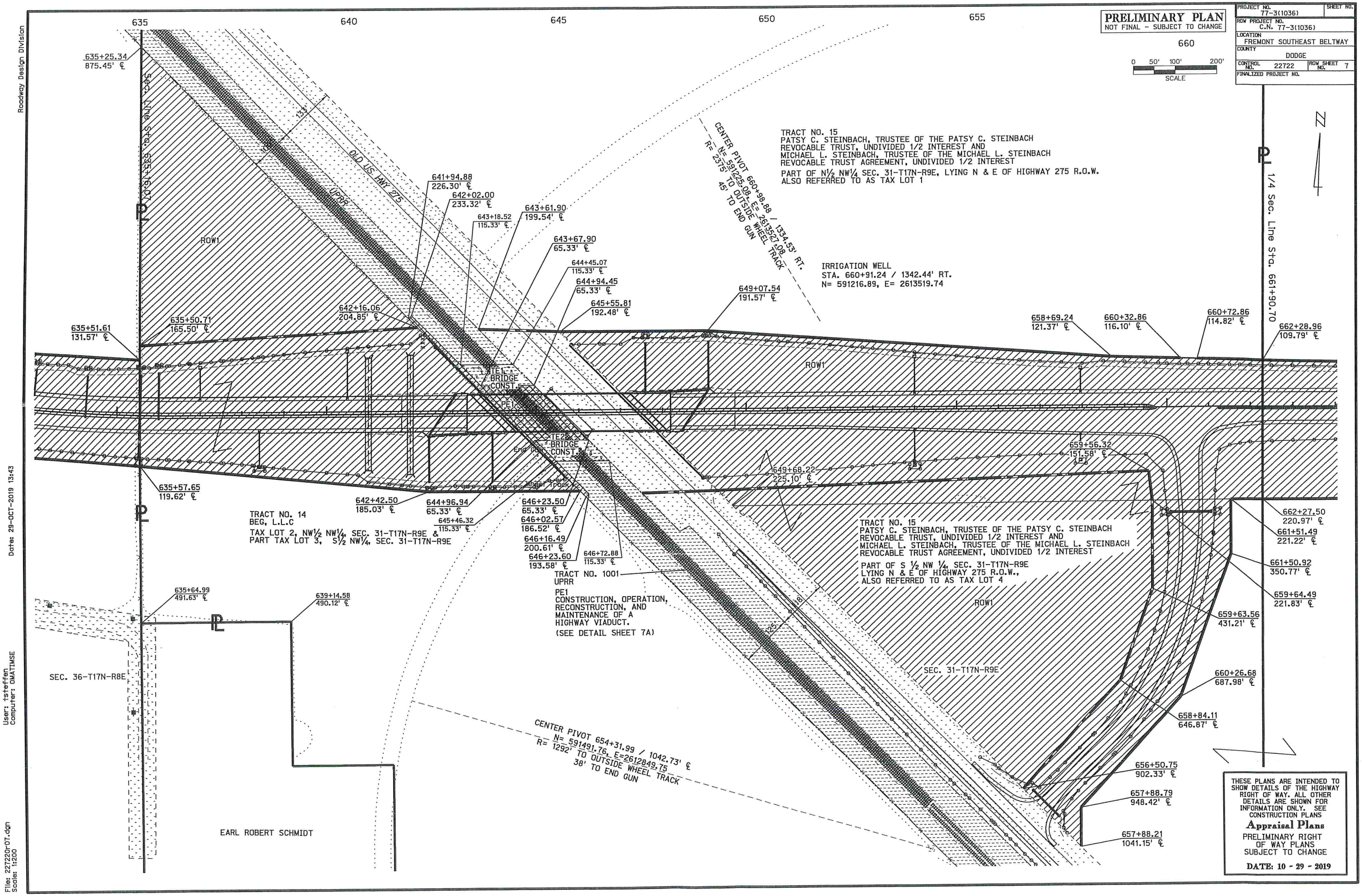
**DATE: 12 - 9 - 2019**

Roadway Design Division

Date: 09-DEC-2019 10:48

User: tsteffen
Computer: DMATIMSE

File: 227220r06.dgn
Scale: 1:200


PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE
PROJECT NO. 77-3(1036)
SHEET NO.
ROW PROJECT NO. C.N. 77-3(1036)
LOCATION FREMONT SOUTHEAST BELTWAY
COUNTY DODGE
CONTROL NO. 22722
ROW SHEET NO. 7
FINALIZED PROJECT NO.
0 50' 100' 200'
SCALE
N
635
640
645
650
655
660
Sec. Line Sta. 635+16.07
PL
1/4 Sec. Line Sta. 661+90.70
OLD US HWY 275
UPRR
ROW1
635+25.34
875.45' ℄
635+51.61
131.57' ℄
635+50.71
165.50' ℄
635+57.65
119.62' ℄
635+64.99
491.63' ℄
639+14.58
490.12' ℄
641+94.88
226.30' ℄
642+02.00
233.32' ℄
642+16.06
204.85' ℄
642+42.50
185.03' ℄
643+18.52
115.33' ℄
643+61.90
199.54' ℄
643+67.90
65.33' ℄
644+45.07
115.33' ℄
644+94.45
65.33' ℄
644+96.94
65.33' ℄
645+46.32
115.33' ℄
645+55.81
192.48' ℄
646+23.50
65.33' ℄
646+02.57
186.52' ℄
646+16.49
200.61' ℄
646+23.60
193.58' ℄
646+72.88
115.33' ℄
649+07.54
191.57' ℄
649+68.22
225.10' ℄
658+69.24
121.37' ℄
659+56.32
151.58' ℄
660+32.86
116.10' ℄
660+72.86
114.82' ℄
662+28.96
109.79' ℄
662+27.50
220.97' ℄
661+51.49
221.22' ℄
661+50.92
350.77' ℄
659+64.49
221.83' ℄
659+63.56
431.21' ℄
660+26.68
687.98' ℄
658+84.11
646.87' ℄
656+50.75
902.33' ℄
657+88.79
948.42' ℄
657+88.21
1041.15' ℄
TE1
BRIDGE CONST.
PE1
TE2
BRIDGE CONST.
End Bridge
Upper Track
TRACT NO. 15
PATSY C. STEINBACH, TRUSTEE OF THE PATSY C. STEINBACH REVOCABLE TRUST, UNDIVIDED 1/2 INTEREST AND MICHAEL L. STEINBACH, TRUSTEE OF THE MICHAEL L. STEINBACH REVOCABLE TRUST AGREEMENT, UNDIVIDED 1/2 INTEREST
PART OF N½ NW¼ SEC. 31-T17N-R9E, LYING N & E OF HIGHWAY 275 R.O.W.
ALSO REFERRED TO AS TAX LOT 1
CENTER PIVOT 660+98.88 / 1334.53' RT.
N= 591229.08, E= 2613527.08
R= 2375' TO OUTSIDE WHEEL TRACK
45' TO END GUN
IRRIGATION WELL
STA. 660+91.24 / 1342.44' RT.
N= 591216.89, E= 2613519.74
TRACT NO. 14
BEG, L.L.C
TAX LOT 2, NW½ NW¼, SEC. 31-T17N-R9E &
PART TAX LOT 3, S½ NW¼, SEC. 31-T17N-R9E
TRACT NO. 1001
UPRR
PE1
CONSTRUCTION, OPERATION, RECONSTRUCTION, AND MAINTENANCE OF A HIGHWAY VIADUCT.
(SEE DETAIL SHEET 7A)
TRACT NO. 15
PATSY C. STEINBACH, TRUSTEE OF THE PATSY C. STEINBACH REVOCABLE TRUST, UNDIVIDED 1/2 INTEREST AND MICHAEL L. STEINBACH, TRUSTEE OF THE MICHAEL L. STEINBACH REVOCABLE TRUST AGREEMENT, UNDIVIDED 1/2 INTEREST
PART OF S ½ NW ¼, SEC. 31-T17N-R9E
LYING N & E OF HIGHWAY 275 R.O.W.,
ALSO REFERRED TO AS TAX LOT 4
SEC. 36-T17N-R8E
SEC. 31-T17N-R9E
CENTER PIVOT 654+31.99 / 1042.73' ℄
N= 591491.76, E=2612849.75
R= 1292' TO OUTSIDE WHEEL TRACK
38' TO END GUN
EARL ROBERT SCHMIDT
THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS
Appraisal Plans
PRELIMINARY RIGHT OF WAY PLANS SUBJECT TO CHANGE
DATE: 10 - 29 - 2019
Roadway Design Division
Date: 29-OCT-2019 13:43
User: tsteffen
Computer: DMATIWSE
File: 227220r07.dgn
Scale: 1:200

Roadway Design Division

Date: 29-OCT-2019 13:44

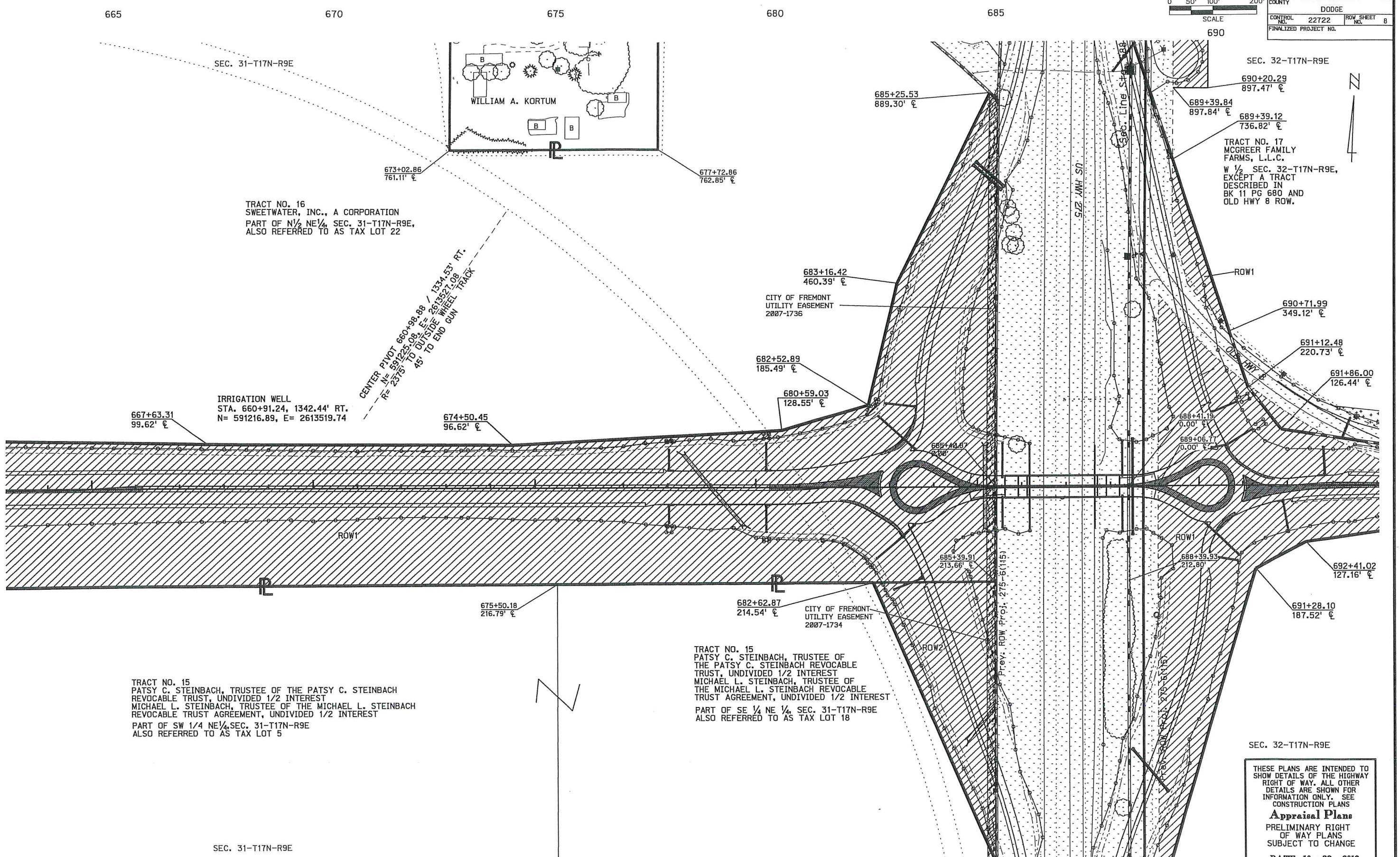
User: tsteffen
Computer: DMATIMSE

Files: 227220r08.dgn
Scale: 1:200

**PRELIMINARY PLAN**
NOT FINAL - SUBJECT TO CHANGE

| | |
|---|---|
| PROJECT NO. 77-3(1036) | SHEET NO. |
| ROW PROJECT NO. C.N. 77-3(1036) | |
| LOCATION FREMONT SOUTHEAST BELTWAY | |
| COUNTY DODGE | |
| CONTROL NO. 22722 | ROW SHEET NO. 8 |
| FINALIZED PROJECT NO. | |

0 50' 100' 200'
SCALE




THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS

**Appraisal Plans**

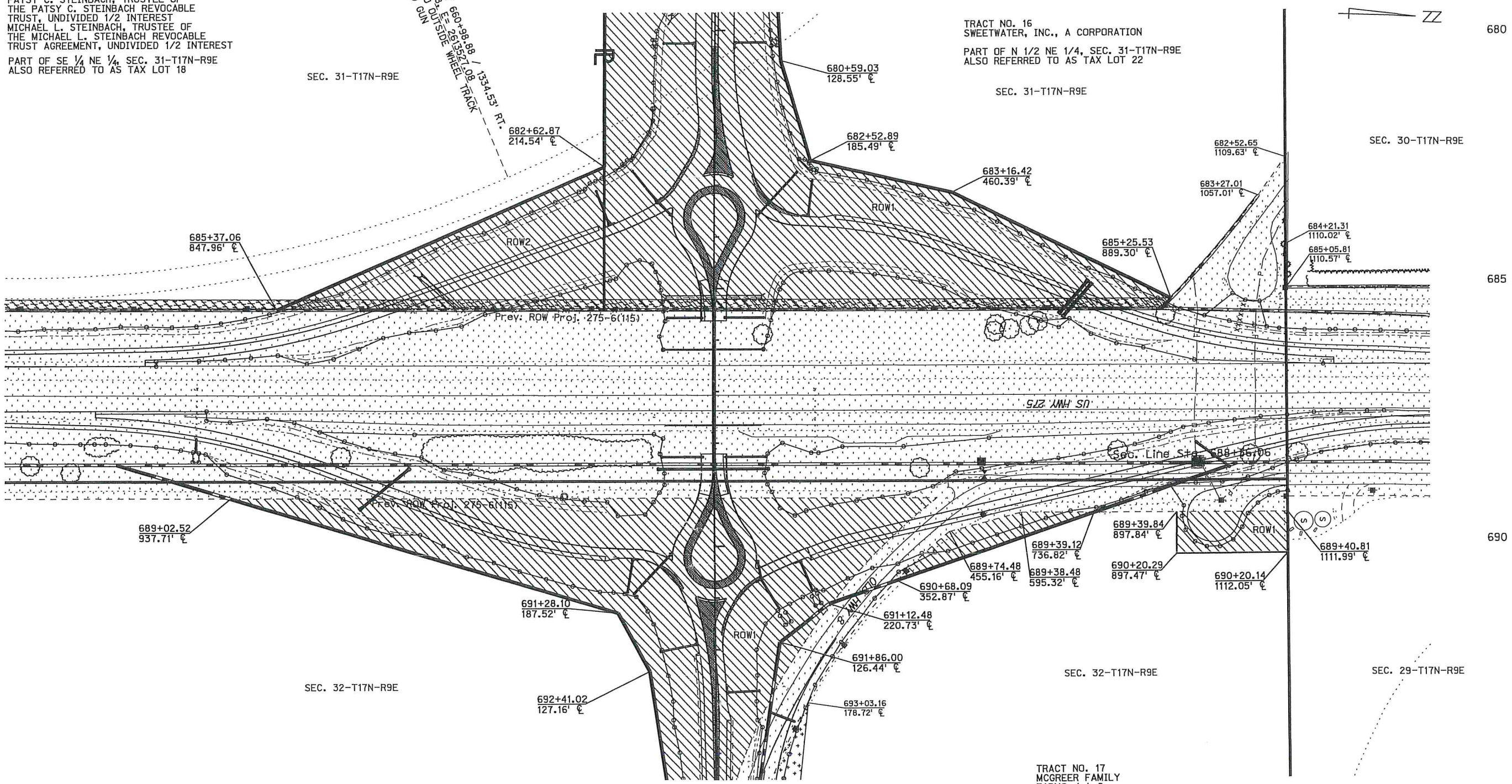
PRELIMINARY RIGHT OF WAY PLANS SUBJECT TO CHANGE

**DATE: 10 - 29 - 2019**

**PRELIMINARY PLAN**
NOT FINAL - SUBJECT TO CHANGE

| | |
|---|---|
| PROJECT NO. 77-3(1036) | SHEET NO. |
| ROW PROJECT NO. C.N. 77-3(1036) | |
| LOCATION FREMONT SOUTHEAST BELTWAY | |
| COUNTY DODGE | |
| CONTROL NO. 22722 | ROW SHEET NO. 9 |
| FINALIZED PROJECT NO. | |

0 50' 100' 200'
SCALE




TRACT NO. 17
MCGREER FAMILY
FARMS, L.L.C.
W½ SEC. 32-T17N-R9E,
EXCEPT A TRACT
DESCRIBED IN
BK 11 PG 680 AND
OLD HWY 8 ROW.

THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS

**Appraisal Plans**

PRELIMINARY RIGHT OF WAY PLANS SUBJECT TO CHANGE

**DATE: 10 - 29 - 2019**

Roadway Design Division
Date: 29-OCT-2019 13:46
User: tstreffan
Computer: DMATIWSE
File: 227220r09.dgn
Scale: 1:200

**PRELIMINARY PLAN**
NOT FINAL - SUBJECT TO CHANGE

| | |
|---|---|
| PROJECT NO. 77-3(1036) | SHEET NO. |
| ROW PROJECT NO. C.N. 77-3(1036) | |
| LOCATION FREMONT SOUTHEAST BELTWAY | |
| COUNTY DODGE | |
| CONTROL NO. 22722 | ROW SHEET NO. 10 |
| FINALIZED PROJECT NO. | |

0 50' 100' 200'
SCALE

695 700 705 710 715 720

N

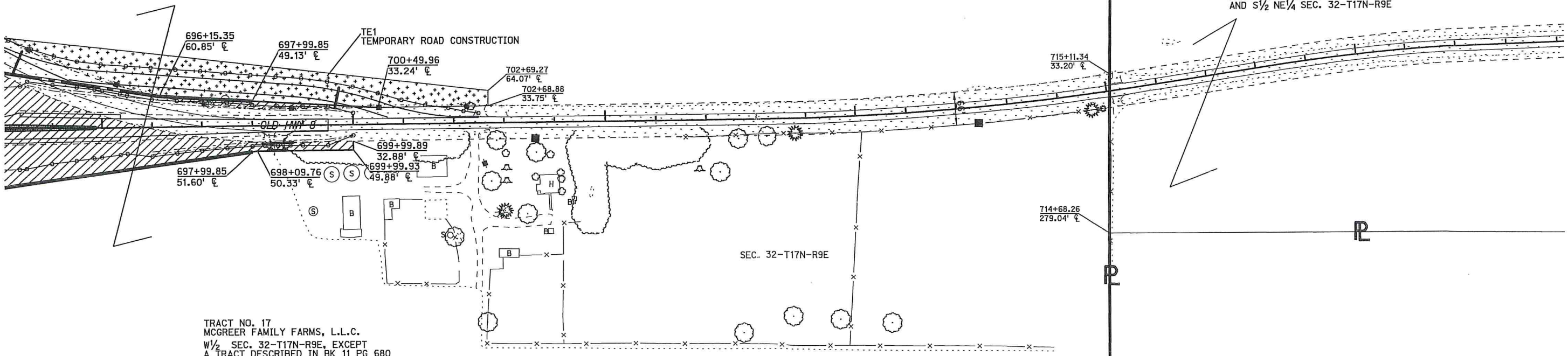
P.I. STA. 703+57.35
Δ = 5°23'42.90" Rt.
T = 376.94
L = 753.32
R = 8000.00
P.C. STA. 699+80.41
P.T. STA. 707+33.73

1/4 Sec. Line Sta. 714+65.44

SEC. 32-T17N-R9E

TRACT NO. 18
BEATRICE RUWE PETERSON, TRUSTEE
OF THE BEATRICE RUWE PALMER
NOW BEATRICE RUWE PETERSON TRUST

N½ NE¼ SEC. 32-T17N-R9E
LYING N OF HIGHWAY 8, EXCEPT
N 865.5' OF THE E 402.6' OF THE
NE¼ NE¼. ALSO REFERRED TO
AS TAX LOT 3.
AND N½ NE¼ SEC. 32-T17N-R9E
LYING S OF HIGHWAY 8,
ALSO REFERRED TO AS TAX LOT 4.
AND S½ NE¼ SEC. 32-T17N-R9E




TRACT NO. 17
MCGREER FAMILY FARMS, L.L.C.
W½ SEC. 32-T17N-R9E, EXCEPT
A TRACT DESCRIBED IN BK 11 PG 680
AND OLD HWY 8 ROW.

P.I. STA. 716+05.44
Δ = 8°02'57.55" Lt.
T = 562.87
L = 1123.90
R = 8000.00
P.C. STA. 710+42.57
P.T. STA. 721+66.47

THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS

**Appraisal Plans**

PRELIMINARY RIGHT OF WAY PLANS SUBJECT TO CHANGE

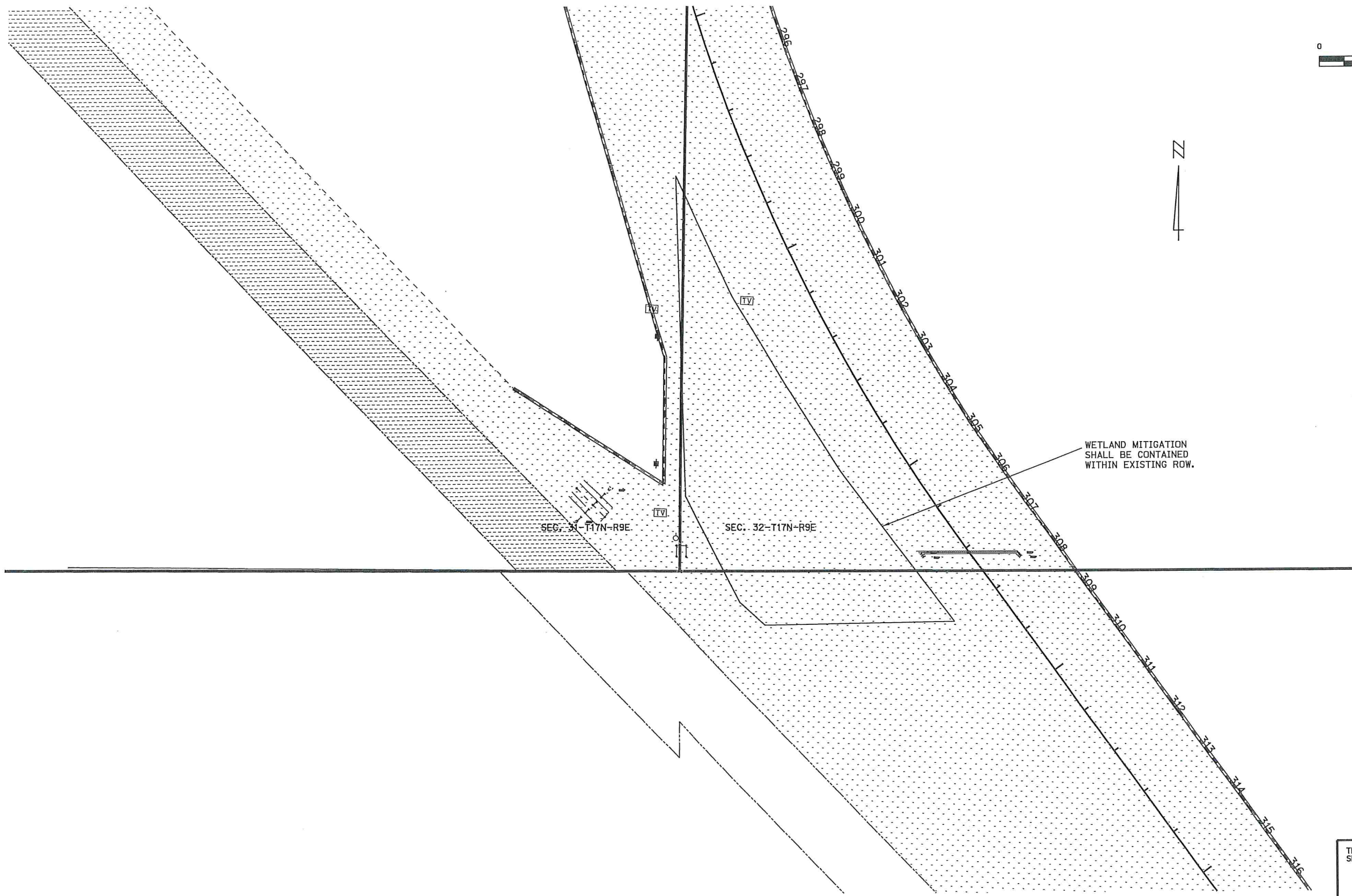
**DATE: 10 - 29 - 2019**

Roadway Design Division
Date: 29-OCT-2019 13:48
User: tsteffan
Computer: DMATIMSE
File: 227220r10.dgn
Scale: 1:200

**PRELIMINARY PLAN**
NOT FINAL - SUBJECT TO CHANGE

| | |
|---|---|
| PROJECT NO. 77-3(1036) | SHEET NO. |
| ROW PROJECT NO. C.N. 77-3(1036) | |
| LOCATION FREMONT SOUTHEAST BELTWAY | |
| COUNTY DODGE | |
| CONTROL NO. 22722 | ROW SHEET NO. 11 |
| FINALIZED PROJECT NO. | |

0 100 200 300
Scale In Feet




THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS

**Appraisal Plans**

PRELIMINARY RIGHT OF WAY PLANS SUBJECT TO CHANGE

**DATE: 10 - 29 - 2019**

Roadway Design Division
Date: 29-OCT-2019 13:49
User: tsteffen
Computer: DMATIMSE
File: 227220-11.dgn
Scale: 1:200

RESOLUTION 2020-025
(Sale of City Owned Property Rights)

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, PERTAINING TO THE SALE AND CONVEYANCE OF PROPERTY RIGHTS OWNED BY THE CITY OF FREMONT, NEBRASKA TO THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION.

**WHEREAS** The City of Fremont, Nebraska owns certain property rights located in Fremont, Nebraska legally described as:

TRACT 2

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, 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 SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS 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 SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

TRACT 8

A TRACT OF LAND LOCATED IN LOT 9, POULTRY COMPLEX, SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF LOT 9, POULTRY COMPLEX, SAID POINT BEING ON THE WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY AND 377.16 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE SOUTHERLY, ALONG THE EAST LINE OF LOT 9 , ALSO BEING THE WEST LINE OF THE EXISTING BURLINGTON NORTHERN SANTA FE (BNSF) RIGHT-OF-WAY, A DISTANCE OF 383.15 FEET; THENCE EASTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, LEFT, ALONG SAID EAST LINE OF LOT 9 ALSO BEING SAID WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY, A DISTANCE OF 33.00 FEET; THENCE SOUTHERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID EAST LINE OF LOT 9 ALSO BEING SAID WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY, A DISTANCE OF 415.97 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY, ALONG THE LAST DESCRIBED COURSE ALONG SAID EAST LINE OF LOT 9, ALSO BEING SAID WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY, A DISTANCE OF 240.03 FEET, TO THE NORTH LINE OF THE EXISTING RIVER ROAD (ALSO KNOWN AS HILLS FARM ROAD) RIGHT-OF-WAY; THENCE NORTHWESTERLY, DEFLECTING 123 DEGREES, 05 MINUTES, 00 SECONDS, RIGHT, ALONG THE NORTH LINE OF THE EXISTING RIVER ROAD RIGHT-OF-WAY, A DISTANCE OF 446.31 FEET; THENCE WESTERLY, DEFLECTING 27 DEGREES, 20 MINUTES, 23 SECONDS, LEFT, ALONG SAID NORTH LINE OF THE EXISTING RIVER ROAD RIGHT-OF-WAY, A DISTANCE OF 612.34 FEET TO THE WEST SECTION LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, THENCE NORTHERLY, DEFLECTING 84 DEGREES, 25 MINUTES, 07 SECONDS, RIGHT, ALONG SAID WEST SECTION LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, A DISTANCE OF 33.85 FEET; THENCE SOUTHEASTERLY, DEFLECTING 95 DEGREES, 34 MINUTES, 18 SECONDS, RIGHT, A DISTANCE OF 988.08 FEET, TO THE POINT OF BEGINNING, CONTAINING 1.65 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOT 9, POULTRY COMPLEX, SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF LOT 9, POULTRY COMPLEX, SAID POINT BEING ON THE WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY AND 377.16 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE SOUTHERLY, ALONG THE EAST LINE OF LOT 9, ALSO BEING THE WEST LINE OF THE EXISTING BURLINGTON NORTHERN SANTA FE (BNSF) RIGHT-OF-WAY, A DISTANCE OF 383.15 FEET; THENCE EASTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, LEFT, ALONG SAID EAST LINE OF LOT 9, ALSO BEING THE WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY, A DISTANCE

OF 33.00 FEET; THENCE SOUTHERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID EAST LINE OF LOT 9, ALSO BEING THE WEST LINE OF THE EXISTING BNSF RIGHT-OF-WAY, A DISTANCE OF 599.77 FEET, TO THE POINT OF BEGINNING; THENCE WESTERLY, DEFLECTING 87 DEGREES, 57 MINUTES, 42 SECONDS, RIGHT, A DISTANCE OF 81.86 FEET, TO THE SOUTH LINE OF LOT 9, ALSO BEING THE NORTH LINE OF THE RIVER ROAD (AKA HILLS FARM ROAD) RIGHT-OF-WAY AND POINT OF TERMINATION.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS 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 SUCCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

TRACT 10

A TRACT OF LAND LOCATED IN LOTS 5 AND 7, POULTRY COMPLEX, 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 LOT 7, POULTRY COMPLEX; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID LOT 7, POULTRY COMPLEX, A DISTANCE OF 402.39 FEET; THENCE SOUTHEASTERLY, DEFLECTING 17 DEGREES, 24 MINUTES, 28 SECONDS, RIGHT, A DISTANCE OF 879.77 FEET, TO THE EAST LINE OF SAID LOT 7, POULTRY COMPLEX; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 39 MINUTES, 17 SECONDS, LEFT, A DISTANCE OF 33.48 FEET TO THE EAST SECTION LINE OF SECTION 26; THENCE SOUTHERLY, DEFLECTING 77 DEGREES, 10 MINUTES, 09 SECONDS, RIGHT, ALONG SAID EAST SECTION LINE OF SECTION 26, A DISTANCE OF 286.48 FEET; THENCE NORTHWESTERLY, DEFLECTING 109 DEGREES, 41 MINUTES, 52 SECONDS, RIGHT, A DISTANCE OF 34.82 FEET TO THE WEST LINE OF LOT 7, POULTRY COMPLEX; THENCE NORTHWESTERLY, CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 108.52 FEET; THENCE NORTHWESTERLY, DEFLECTING 01 DEGREES, 12 MINUTES, 25 SECONDS, LEFT, A DISTANCE OF 176.11 FEET; THENCE NORTHWESTERLY, DEFLECTING 10 DEGREES, 10 MINUTES, 54 SECONDS, LEFT, A DISTANCE OF 277.54 FEET; THENCE WESTERLY, DEFLECTING 08 DEGREES, 02 MINUTES, 11 SECONDS, LEFT, A DISTANCE OF 422.43 FEET; THENCE SOUTHWESTERLY, DEFLECTING 25 DEGREES, 45 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 66.26 FEET; THENCE WESTERLY, DEFLECTING 23 DEGREES, 19 MINUTES, 49 SECONDS, RIGHT, A DISTANCE OF 71.60 FEET, TO THE SOUTH LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE NORTH LINE OF THE EXISTING HILLS FARM ROAD (ALSO KNOWN AS RIVER ROAD) RIGHT-OF-WAY; THENCE NORTHWESTERLY, DEFLECTING 35 DEGREES, 12 MINUTES, 21 SECONDS, RIGHT, ALONG SAID SOUTH LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE NORTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 171.49 FEET,

TO THE WEST LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING SOUTH PLATTE AVENUE RIGHT-OF-WAY; THENCE NORTHERLY, DEFLECTING 56 DEGREES, 57 MINUTES, 16 SECONDS, RIGHT, ALONG SAID WEST LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING SOUTH PLATTE AVENUE RIGHT-OF-WAY, A DISTANCE OF 350.23 FEET, TO THE POINT OF BEGINNING, CONTAINING 10.12 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOTS 5 AND 7, POULTRY COMPLEX, 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 LOT 7, POULTRY COMPLEX; THENCE EASTERLY, ALONG THE NORTH LINE OF LOT 7, POULTRY COMPLEX, A DISTANCE OF 402.39 FEET; THENCE SOUTHEASTERLY, DEFLECTING 17 DEGREES, 24 MINUTES, 28 SECONDS, RIGHT, A DISTANCE OF 879.77 FEET, TO THE EAST LINE OF LOT 7, POULTRY COMPLEX; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 39 MINUTES, 17 SECONDS, LEFT, A DISTANCE OF 33.48 FEET TO THE EAST SECTION LINE OF SECTION 26 AND THE POINT OF TERMINATION; THENCE SOUTHERLY, DEFLECTING 77 DEGREES, 10 MINUTES, 09 SECONDS, RIGHT, ALONG SAID EAST SECTION LINE OF SECTION 26, A DISTANCE OF 286.48 FEET, TO THE POINT OF RESUMPTION; THENCE NORTHWESTERLY, DEFLECTING 109 DEGREES, 41 MINUTES, 52 SECONDS, RIGHT, A DISTANCE OF 108.52 FEET; THENCE NORTHWESTERLY, DEFLECTING 01 DEGREES, 12 MINUTES, 25 SECONDS, LEFT, A DISTANCE OF 176.11 FEET; THENCE NORTHWESTERLY, DEFLECTING 10 DEGREES, 10 MINUTES, 54 SECONDS, LEFT, A DISTANCE OF 277.54 FEET; THENCE WESTERLY, DEFLECTING 08 DEGREES, 02 MINUTES, 11 SECONDS, LEFT, A DISTANCE OF 422.43 FEET; THENCE SOUTHWESTERLY, DEFLECTING 25 DEGREES, 45 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 66.26 FEET; THENCE WESTERLY, DEFLECTING 23 DEGREES, 19 MINUTES, 49 SECONDS, RIGHT, A DISTANCE OF 71.95 FEET, TO THE SOUTH LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE NORTH LINE OF THE EXISTING HILLS FARM ROAD (ALSO KNOWN AS RIVER ROAD) RIGHT-OF-WAY; THENCE NORTHWESTERLY, DEFLECTING 35 DEGREES, 14 MINUTES, 46 SECONDS, RIGHT, ALONG SAID SOUTH LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE NORTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 171.49 FEET, TO THE POINT OF TERMINATION ON THE WEST LINE OF LOT 7, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING SOUTH PLATTE AVENUE RIGHT-OF-WAY

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 DESRIBED 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,

SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

A TRACT OF LAND LOCATED IN LOTS 4 AND 5, POULTRY COMPLEX, SECTION 25, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF LOT 5, POULTRY COMPLEX; THENCE SOUTHERLY, ALONG THE WEST LINE OF LOT 5, POULTRY COMPLEX, A DISTANCE OF 263.27 FEET; THENCE SOUTHEASTERLY, DEFLECTING 77 DEGREES, 11 MINUTES, 46 SECONDS, LEFT, A DISTANCE OF 33.48 FEET TO THE POINT OF BEGINNING ON THE WEST SECTION LINE OF SECTION 25; THENCE SOUTHEASTERLY, DEFLECTING 00 DEGREES, 01 MINUTES, 20 SECONDS, RIGHT, A DISTANCE OF 102.90 FEET; THENCE SOUTHEASTERLY, DEFLECTING 11 DEGREES, 59 MINUTES, 44 SECONDS, RIGHT, A DISTANCE OF 309.82 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 06 MINUTES, 21 SECONDS, RIGHT, A DISTANCE OF 863.24 FEET; THENCE SOUTHEASTERLY, DEFLECTING 01 DEGREES, 03 MINUTES, 57 SECONDS, LEFT, A DISTANCE OF 916.92 FEET; THENCE SOUTHEASTERLY, DEFLECTING 00 DEGREES, 47 MINUTES, 51 SECONDS, RIGHT, A DISTANCE OF 279.19 FEET; THENCE SOUTHEASTERLY, DEFLECTING 03 DEGREES, 02 MINUTES, 56 SECONDS, LEFT, A DISTANCE OF 281.74 FEET; THENCE EASTERLY, DEFLECTING 26 DEGREES, 43 MINUTES, 48 SECONDS, LEFT, A DISTANCE OF 84.06 FEET; THENCE NORTHEASTERLY, DEFLECTING 56 DEGREES, 25 MINUTES, 08 SECONDS, LEFT, A DISTANCE OF 51.09 FEET; THENCE NORTHERLY, DEFLECTING 32 DEGREES, 29 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 470.81 FEET; THENCE EASTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, A DISTANCE OF 26.50 FEET, TO THE EAST LINE OF LOT 5, POULTRY COMPLEX, ALSO BEING THE WEST LINE OF THE EXISTING DOWNING STREET RIGHT-OF-WAY; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 66.00 FEET, TO THE WEST LINE OF LOT 4, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING DOWNING STREET RIGHT-OF-WAY; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 45.84 FEET; THENCE SOUTHERLY, DEFLECTING 87 DEGREES, 16 MINUTES, 46 SECONDS, RIGHT, A DISTANCE OF 221.51 FEET; THENCE SOUTHEASTERLY, DEFLECTING 18 DEGREES, 43 MINUTES, 25 SECONDS, LEFT, A DISTANCE OF 74.60 FEET; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 49 MINUTES, 50 SECONDS, LEFT, A DISTANCE OF 179.94 FEET; THENCE SOUTHEASTERLY, DEFLECTING 44 DEGREES, 46 MINUTES, 45 SECONDS, RIGHT, A DISTANCE OF 366.39 FEET TO THE SOUTH SECTION LINE OF SECTION 25; THENCE WESTERLY, DEFLECTING 112 DEGREES, 48 MINUTES, 01 SECONDS, RIGHT, ALONG SAID SOUTH SECTION LINE OF SECTION 25, A DISTANCE OF 421.95 FEET, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25; THENCE WESTERLY, DEFLECTING 00 DEGREES, 08 MINUTES, 01 SECONDS, RIGHT, ALONG THE SOUTH SECTION LINE OF SECTION 25, A DISTANCE OF 349.97 FEET, TO THE SOUTH LINE OF LOT 5, POULTRY COMPLEX; THENCE

NORTHWESTERLY, DEFLECTING 20 DEGREES, 44 MINUTES, 21 SECONDS, RIGHT, ALONG THE SOUTH LINE OF LOT 5, POULTRY COMPLEX, A DISTANCE OF 826.10 FEET; THENCE NORTHERLY, DEFLECTING 81 DEGREES, 17 MINUTES, 46 SECONDS, RIGHT, A DISTANCE OF 74.39 FEET; THENCE NORTHWESTERLY, DEFLECTING 74 DEGREES, 00 MINUTES, 24 SECONDS, LEFT, A DISTANCE OF 640.59 FEET; THENCE NORTHWESTERLY, DEFLECTING 00 DEGREES, 39 MINUTES, 40 SECONDS, RIGHT, A DISTANCE OF 484.50 FEET; THENCE NORTHWESTERLY, DEFLECTING 02 DEGREES, 54 MINUTES, 50 SECONDS, LEFT, A DISTANCE OF 387.57 FEET; THENCE NORTHWESTERLY, DEFLECTING 06 DEGREES, 30 MINUTES, 45 SECONDS, LEFT, A DISTANCE OF 190.81 FEET, TO THE WEST SECTION LINE OF SECTION 25; THENCE NORTHERLY, DEFLECTING 70 DEGREES, 18 MINUTES, 08 SECONDS, RIGHT, ALONG SAID WEST SECTION LINE OF SECTION 25, A DISTANCE OF 286.48 FEET, TO THE POINT OF BEGINNING, CONTAINING 21.59 ACRES, MORE OR LESS, WHICH INCLUDES 1.06 ACRES, MORE OR LESS, PREVIOUSLY OCCUPIED AS PUBLIC ROADWAY.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOTS 4 AND 5, POULTRY COMPLEX, SECTION 25, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF LOT 5, POULTRY COMPLEX; THENCE SOUTHERLY, ALONG THE WEST LINE OF LOT 5, POULTRY COMPLEX, A DISTANCE OF 263.27 FEET; THENCE SOUTHEASTERLY, DEFLECTING 77 DEGREES, 11 MINUTES, 46 SECONDS, LEFT, A DISTANCE OF 33.48 FEET TO THE POINT OF BEGINNING ON THE WEST SECTION LINE OF SECTION 25; THENCE SOUTHEASTERLY, DEFLECTING 00 DEGREES, 01 MINUTES, 20 SECONDS, RIGHT, A DISTANCE OF 102.90 FEET; THENCE SOUTHEASTERLY, DEFLECTING 11 DEGREES, 59 MINUTES, 44 SECONDS, RIGHT, A DISTANCE OF 309.82 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 06 MINUTES, 21 SECONDS, RIGHT, A DISTANCE OF 863.24 FEET; THENCE SOUTHEASTERLY, DEFLECTING 01 DEGREES, 03 MINUTES, 57 SECONDS, LEFT, A DISTANCE OF 916.92 FEET; THENCE SOUTHEASTERLY, DEFLECTING 00 DEGREES, 47 MINUTES, 51 SECONDS, RIGHT, A DISTANCE OF 279.19 FEET; THENCE SOUTHEASTERLY, DEFLECTING 03 DEGREES, 02 MINUTES, 56 SECONDS, LEFT, A DISTANCE OF 281.74 FEET; THENCE EASTERLY, DEFLECTING 26 DEGREES, 43 MINUTES, 48 SECONDS, LEFT, A DISTANCE OF 84.06 FEET; THENCE NORTHEASTERLY, DEFLECTING 56 DEGREES, 25 MINUTES, 08 SECONDS, LEFT, A DISTANCE OF 51.09 FEET; THENCE NORTHERLY, DEFLECTING 32 DEGREES, 29 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 66.79 FEET TO THE POINT OF TERMINATION; THENCE EASTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, A DISTANCE OF 165.03, TO THE POINT OF RESUMPTION; THENCE SOUTHEASTERLY, DEFLECTING 82 DEGREES, 21 MINUTES, 56 SECONDS, RIGHT, A DISTANCE OF 259.66 FEET; THENCE SOUTHEASTERLY, DEFLECTING 51 DEGREES, 03 MINUTES, 07 SECONDS, LEFT, A DISTANCE OF 69.56 FEET, TO THE SOUTH SECTION LINE OF SECTION 25 AND POINT OF TERMINATION;

THENCE WESTERLY, DEFLECTING 148 DEGREES, 59 MINUTES, 27 SECONDS, RIGHT, ALONG THE SOUTH SECTION LINE OF SECTION 25, A DISTANCE OF 198.62 FEET, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25; THENCE WESTERLY, DEFLECTING 00 DEGREES, 08 MINUTES, 01 SECONDS, RIGHT, ALONG THE SOUTH SECTION LINE OF SECTION 25, A DISTANCE OF 349.97 FEET, TO THE SOUTH LINE OF LOT 5, POULTRY COMPLEX; THENCE NORTHWESTERLY, DEFLECTING 20 DEGREES, 44 MINUTES, 21 SECONDS, RIGHT, ALONG THE SOUTH LINE OF LOT 5, POULTRY COMPLEX, A DISTANCE OF 826.10 FEET, TO THE POINT OF RESUMPTION; THENCE NORTHERLY, DEFLECTING 81 DEGREES, 17 MINUTES, 46 SECONDS, RIGHT, A DISTANCE OF 74.39 FEET; THENCE NORTHWESTERLY, DEFLECTING 74 DEGREES, 00 MINUTES, 24 SECONDS, LEFT, A DISTANCE OF 640.59 FEET; THENCE NORTHWESTERLY, DEFLECTING 00 DEGREES, 39 MINUTES, 40 SECONDS, RIGHT, A DISTANCE OF 484.50 FEET; THENCE NORTHWESTERLY, DEFLECTING 02 DEGREES, 54 MINUTES, 50 SECONDS, LEFT, A DISTANCE OF 387.57 FEET; THENCE NORTHWESTERLY, DEFLECTING 06 DEGREES, 30 MINUTES, 45 SECONDS, LEFT, A DISTANCE OF 190.81 FEET, TO THE WEST SECTION LINE OF SECTION 25 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 DESRIBED 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, SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

A TRACT OF LAND LOCATED IN LOTS 4 AND 5, POULTRY COMPLEX, SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 36; THENCE EASTERLY, ALONG THE NORTH SECTION LINE OF THE NORTHEAST QUARTER OF SECTION 36, A DISTANCE OF 32.90 FEET TO THE WEST LINE OF LOT 4, POULTRY COMPLEX; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE ALONG THE NORTH SECTION LINE OF SECTION 36, A DISTANCE OF 389.05 FEET; THENCE SOUTHEASTERLY, DEFLECTING 27 DEGREES, 52 MINUTES, 44 SECONDS, RIGHT, A DISTANCE OF 773.60 FEET; THENCE NORTHEASTERLY, DEFLECTING 37 DEGREES, 21 MINUTES, 50 SECONDS, LEFT, A DISTANCE OF 101.84 FEET; THENCE SOUTHEASTERLY, DEFLECTING 30 DEGREES, 10 MINUTES, 33 SECONDS, RIGHT, A DISTANCE OF 61.11 FEET; THENCE SOUTHERLY, DEFLECTING 68 DEGREES, 58 MINUTES, 41 SECONDS, RIGHT, A DISTANCE OF 525.57 FEET; THENCE NORTHWESTERLY, DEFLECTING 118 DEGREES, 00 MINUTES, 18 SECONDS, RIGHT, A DISTANCE OF 505.03 FEET; THENCE NORTHWESTERLY, DEFLECTING 00 DEGREES, 46 MINUTES, 27 SECONDS, RIGHT, A DISTANCE OF 718.44 FEET; THENCE

NORTHWESTERLY, DEFLECTING 10 DEGREES, 38 MINUTES, 42 SECONDS, LEFT, A DISTANCE OF 160.56 FEET, TO THE WEST LINE OF LOT 4, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING DOWNING STREET RIGHT-OF-WAY; THENCE NORTHERLY, DEFLECTING 71 DEGREES, 49 MINUTES, 53 SECONDS, RIGHT, ALONG SAID WEST LINE OF LOT 4, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING DOWNING STREET RIGHT-OF-WAY, A DISTANCE OF 120.70 FEET; THENCE NORTHWESTERLY, DEFLECTING 68 DEGREES, 45 MINUTES, 41 SECONDS, LEFT, A DISTANCE OF 70.80 FEET TO THE SOUTHEAST CORNER OF LOT 5, POULTRY COMPLEX, ALSO BEING THE WEST LINE OF THE EXISTING DOWNING STREET RIGHT-OF-WAY; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE ALONG THE SOUTH LINE OF LOT 5, POULTRY COMPLEX, A DISTANCE OF 340.21 FEET, TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 36; THENCE EASTERLY, DEFLECTING 159 DEGREES, 16 MINUTES, 35 SECONDS, RIGHT, ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 36, A DISTANCE OF 349.97 FEET, TO THE POINT OF BEGINNING, CONTAINING 12.51 ACRES, MORE OR LESS, WHICH INCLUDES 0.20 ACRES, MORE OR LESS PREVIOUSLY OCCUPIED AS PUBLIC ROADWAY.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOT 4, POULTRY COMPLEX, LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER SECTION 36; THENCE EASTERLY, ALONG THE NORTH SECTION LINE OF THE NORTHEAST QUARTER OF SECTION 36, A DISTANCE OF 32.90 FEET TO THE WEST LINE OF LOT 4, POULTRY COMPLEX; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 165.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, DEFLECTING 31 DEGREES, 00 MINUTES, 33 SECONDS, RIGHT, A DISTANCE OF 156.22 FEET; THENCE SOUTHEASTERLY, DEFLECTING 02 DEGREES, 21 MINUTES, 55 SECONDS, LEFT, A DISTANCE OF 1,000.20 FEET; THENCE SOUTHEASTERLY, DEFLECTING 02 DEGREES, 26 MINUTES, 12 SECONDS, LEFT, A DISTANCE OF 60.59 FEET, TO THE POINT OF TERMINATION; THENCE SOUTHERLY, DEFLECTING 63 DEGREES, 27 MINUTES, 42 SECONDS, RIGHT, A DISTANCE OF 305.42 FEET, TO THE POINT OF RESUMPTION; THENCE NORTHWESTERLY, DEFLECTING 118 DEGREES, 00 MINUTES, 18 SECONDS, RIGHT, A DISTANCE OF 505.03 FEET; THENCE NORTHWESTERLY, DEFLECTING 00 DEGREES, 46 MINUTES, 27 SECONDS, RIGHT, A DISTANCE OF 718.44 FEET; THENCE NORTHWESTERLY, DEFLECTING 10 DEGREES, 38 MINUTES, 42 SECONDS, LEFT, A DISTANCE OF 160.56 FEET, TO THE POINT OF TERMINATION ON THE WEST LINE OF LOT 4, POULTRY COMPLEX, ALSO BEING THE EAST LINE OF THE EXISTING SOUTH DOWNING STREET RIGHT-OF-WAY.

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 DESRIBED 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.

Tract 12A

A TRACT OF LAND LOCATED IN LOT 4, POULTRY COMPLEX, SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36 ON THE EAST LINE OF LOT 4, POULTRY COMPLEX; THENCE SOUTHERLY, ALONG THE EAST LINE OF LOT 4, POULTRY COMPLEX, A DISTANCE OF 389.94 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE ALONG THE EAST LINE OF LOT 4, POULTRY COMPLEX, A DISTANCE OF 522.16 FEET; THENCE WESTERLY, DEFLECTING 112 DEGREES, 04 MINUTES, 02 SECONDS, RIGHT, A DISTANCE OF 53.95 FEET; THENCE NORTHERLY, DEFLECTING 67 DEGREES, 55 MINUTES, 58 SECONDS, RIGHT, A DISTANCE OF 525.57 FEET; THENCE EASTERLY, DEFLECTING 115 DEGREES, 20 MINUTES, 12 SECONDS, RIGHT, A DISTANCE OF 55.32 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.60 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN LOT 4, POULTRY COMPLEX, SECTION 36, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36 ON THE EAST LINE OF LOT 4, POULTRY COMPLEX; THENCE SOUTHERLY, ALONG THE EAST LINE OF LOT 4, POULTRY COMPLEX, A DISTANCE OF 622.57 FEET, TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY, DEFLECTING 125 DEGREES, 51 MINUTES, 22 SECONDS, RIGHT, A DISTANCE OF 61.76 FEET TO THE POINT OF TERMINATION; THENCE SOUTHERLY, DEFLECTING 125 DEGREES, 51 MINUTES, 22 SECONDS, LEFT, A DISTANCE OF 305.45 FEET, TO THE POINT OF RESUMPTION; THENCE SOUTHEASTERLY, DEFLECTING 67 DEGREES, 55 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 53.95 FEET, TO THE 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 DESRIBED 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, SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

**The property to which the INTERESTED PARTY hereby** temporarily **relinquishes interest is described as follows:**

Tract 10

A TEMPORARY EASEMENT TO A TRACT OF LAND FOR DRIVEWAY CONSTRUCTION PURPOSES, LOCATED IN LOT 7, POULTRY COMPLEX, SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHWEST CORNER OF LOT 7, POULTRY COMPLEX; THENCE SOUTHERLY, ALONG THE WEST LINE OF LOT 7, POULTRY COMPLEX, A DISTANCE OF 350.23 FEET, TO THE NORTH LINE OF THE EXISTING HILLS FARM ROAD (ALSO KNOWN AS RIVER ROAD) RIGHT-OF-WAY; THENCE SOUTHEASTERLY, DEFLECTING 56 DEGREES, 57 MINUTES, 16 SECONDS, LEFT, ALONG THE NORTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 171.49 FEET, TO THE POINT OF BEGINNING, THENCE EASTERLY, DEFLECTING 35 DEGREES, 12 MINUTES, 21 SECONDS, LEFT, A DISTANCE OF 71.60 FEET; THENCE NORTHEASTERLY, DEFLECTING 23 DEGREES, 19 MINUTES, 49 SECONDS, LEFT, A DISTANCE OF 66.26 FEET; THENCE EASTERLY, DEFLECTING 25 DEGREES, 45 MINUTES, 58 SECONDS, RIGHT, A DISTANCE OF 32.31 FEET; THENCE SOUTHERLY, DEFLECTING 83 DEGREES, 15 MINUTES, 02 SECONDS, RIGHT, A DISTANCE OF 149.45 FEET; TO THE NORTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY; THENCE NORTHWESTERLY, DEFLECTING 129 DEGREES, 31 MINUTES, 11 SECONDS, RIGHT, ALONG THE NORTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 215.36 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.28 ACRES, MORE OR LESS.

UPON COMPLETION AND ACCEPTANCE OF PROJECT 77-3(1036), ALL RIGHTS, INTEREST AND USE OF THE ABOVE DESCRIBED TEMPORARY EASEMENT AREA(S) SHALL BE RETURNED TO THE GRANTOR(S) AND TO ITS SUCCESSORS AND ASSIGNS WITH THE AFORESAID CHANGES COMPLETED.

THE EASEMENT AREA(S) MAY BE USED FOR THE TEMPORARY RELOCATION OF UTILITIES DURING THE CONSTRUCTION OF THE PROJECT.

Tract 19

A TEMPORARY EASEMENT TO A TRACT OF LAND FOR DRIVEWAY CONSTRUCTION PURPOSES, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST, THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 998.16 FEET; THENCE, NORTHERLY, DEFLECTING 86 DEGREES, 43 MINUTES, 35 SECONDS, RIGHT, A DISTANCE OF 1,074.29 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 36.07 FEET, TO THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD (ALSO KNOWN AS RIVER ROAD) RIGHT-OF-WAY; THENCE NORTHWESTERLY, DEFLECTING 53 DEGREES, 35 MINUTES, 02 SECONDS, LEFT, ALONG THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 281.25 FEET, TO THE EAST LINE OF THE EXISTING BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD RIGHT-OF-WAY; THENCE SOUTHERLY, DEFLECTING 125 DEGREES, 56 MINUTES, 15 SECONDS, LEFT, ALONG THE EAST LINE OF THE EXISTING BNSF RAILROAD RIGHT-OF-WAY, A DISTANCE OF 203.01 FEET; THENCE EASTERLY, DEFLECTING 90 DEGREES, 28 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 277.98 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.62 ACRES, MORE OR LESS.

UPON COMPLETION AND ACCEPTANCE OF PROJECT 77-3(1036), ALL RIGHTS, INTEREST AND USE OF THE ABOVE DESCRIBED TEMPORARY EASEMENT AREA(S) SHALL BE RETURNED TO THE GRANTOR(S) AND TO ITS SUCCESSORS AND ASSIGNS WITH THE AFORESAID CHANGES COMPLETED.

THE EASEMENT AREA(S) MAY BE USED FOR THE TEMPORARY RELOCATION OF UTILITIES DURING THE CONSTRUCTION OF THE PROJECT.

Tract 20

A TEMPORARY EASEMENT TO A TRACT OF LAND FOR DRIVEWAY CONSTRUCTION PURPOSES, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST, THENCE WESTERLY, ALONG THE SOUTH SECTION LINE OF SAID SECTION 26, A DISTANCE OF 998.16 FEET; THENCE, NORTHERLY, DEFLECTING 86 DEGREES, 43 MINUTES, 35 SECONDS, RIGHT, A DISTANCE OF 1,074.29 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 36.07 FEET, TO THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD (ALSO KNOWN AS RIVER ROAD) RIGHT-OF-WAY; THENCE SOUTHEASTERLY, DEFLECTING 126 DEGREES, 24 MINUTES, 58 SECONDS, RIGHT, ALONG THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 73.23 FEET; THENCE WESTERLY, DEFLECTING 150 DEGREES, 44 MINUTES, 36 SECONDS, LEFT, A DISTANCE OF 59.39 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES, MORE OR LESS.

**WHEREAS** The City Council of the City of Fremont, Nebraska hereby finds and determines that is necessary and desirable to sell property rights in the Property, described within and owned by the City of Fremont, Nebraska to the State of Nebraska, Nebraska Department of Transportation.

**WHEREAS** The terms upon which the City of Fremont, Nebraska shall sell property rights of the subject real estate to the State of Nebraska, Nebraska Department of Transportation, shall require a purchase price of One Hundred Dollars and Zero Cents, ($100.00). The sale of such real estate interests to the State of Nebraska, Nebraska Department of Transportation is subject to the following conditions:

The terms of such sale are contained in the proposes Real Estate Purchase Agreements attached as Exhibit "A" and incorporated by this reference.

**NOW THEREFORE BE IT RESOLVED:**

That the mayor and city council hereby approve and authorize the sale and conveyance of property rights owned by the City of Fremont, Nebraska to the State of Nebraska, Department of Transportation.

PASSED AND APPROVED THIS 28TH DAY OF JANUARY, 2020

_____
SCOTT GETZSCHMAN, MAYOR

ATTEST:

_____
TYLER FICKEN
CITY CLERK

## 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 or services of, or be otherwise 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?

Discrimination under our Title VI Program is an act (action or inaction), whether intentional or unintentional, through which a person or group, solely because of race, color, national origin, disability/ handicap, sex, age or income status has been otherwise subjected to unequal treatment or impact, under any program or activity receiving financial assistance from FHWA.

Many forms of illegal discrimination based on the grounds identified above do exist that can limit the opportunity for individuals and groups to gain equal access to services and programs. 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: 402-479-3553 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.

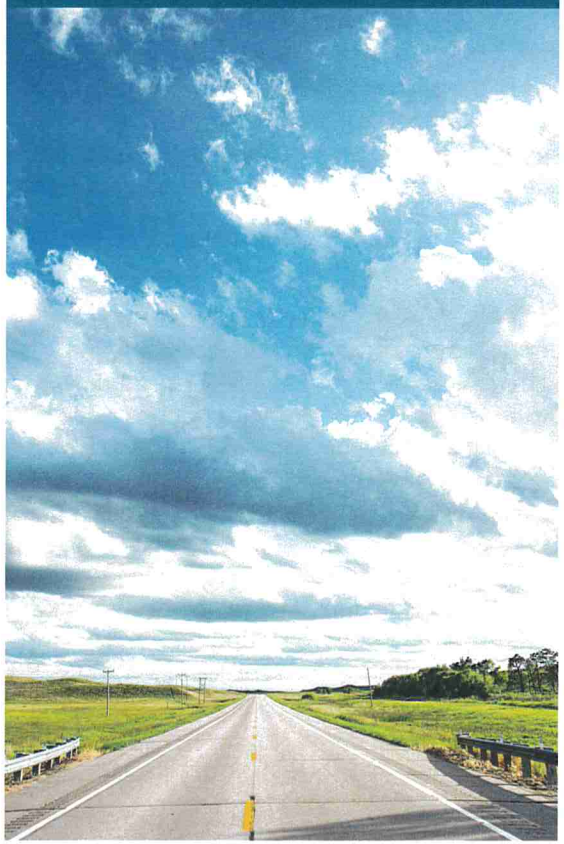
## EMINENT DOMAIN

"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.

# STAFF REPORT

TO: Mayor and Members of the City Council of the City of Fremont
FROM: Brad Yerger – City Council Member - Ward 4
DATE: January 14, 2020
SUBJECT: Resolution for Implementation of City Council Policy for Prayer Before Council Meetings.

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**Recommendation:** Consideration and Vote on Resolution for Implementation of City Council Policy for Prayer Before Council Meetings.

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**Background:** The United States Supreme Court has noted that "[t]he opening of sessions of legislative and other deliberative public bodies with prayer is deeply embedded in the history and tradition of this country. From colonial times through the founding of the Republic and ever since, the practice of legislative prayer has coexisted with the principles of disestablishment and religious freedom." [Citations omitted]

The Supreme Court further held, "[t]o invoke divine guidance on a public body… is not, in these circumstances, an 'establishment' of religion or a step toward establishment; it is simply a tolerable acknowledgment of beliefs widely held among the people of this country." [Citations omitted]

Furthermore, the Court has noted that the American people have long followed a "custom of opening sessions of all deliberative bodies and most conventions with prayer[.]" Provided that "...there is no indication that the prayer opportunity has been exploited to proselytize or advance any one, or to disparage any other, faith or belief." [Citations omitted]

Additionally, the Supreme Court has counseled against the efforts of government officials to affirmatively screen, censor, prescribe and/or proscribe the specific content of public prayers offered by private speakers, as such government efforts would violate the First Amendment rights of those speakers.

Finally, the Supreme Court has repeatedly clarified that "there is a crucial difference between government speech endorsing religion, which the Establishment Clause forbids, and private speech endorsing religion, which the Free Speech and Free Exercise Clauses protect." [Citations omitted]

The attached prayer policy is patterned after those of several other jurisdictions following the above-quoted criteria from the Supreme Court.

**Fiscal Impact:** None

**POLICY REGARDING INVOCATIONS AT MEETINGS**
**OF THE CITY COUNCIL OF THE CITY OF FREMONT**

1. In order to solemnize proceedings of the City Council, it is the policy of the City Council to allow for an invocation or prayer to be offered at its meetings for the benefit of the City Council and any members of the community who desire to participate.

2. The prayer shall not be listed or recognized as an agenda item for the meeting so that it may be clear the prayer is not considered a part of the public business.

3. No member of the City Council or City employee or any other person in attendance at the meeting shall be required to participate in any prayer that is offered.

4. The prayer shall be voluntarily delivered by an eligible member of the clergy/religious leader in the City of Fremont. To ensure that such person (the "invocational speaker") is selected from among a wide pool of the City's clergy/religious leaders, on a rotating basis, the invocational speaker shall be selected according to the following procedure:

a. The City Clerk shall compile and maintain a database (the "Congregations List") of the religious congregations with an established presence in Fremont.

b. The Congregations List shall be compiled by referencing the listing for "churches," "congregations," or other religious assemblies in the annual Yellow Pages phone book(s) published for the City of Fremont, research from the Internet, and consultation with local chambers of commerce. All religious congregations with an established presence in the local community of Fremont are eligible to be included in the Congregations List, and any such congregation can confirm its inclusion by specific written request to the City Clerk.

c. The Congregations List also shall include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies of the City of Fremont or any nearby military facilities.

d. The Congregations List shall be updated, by reasonable efforts of the City Clerk, in November of each calendar year.

e. Within thirty (30) days of the effective date of this policy, and on or about December 1 of each calendar year thereafter, the City Clerk shall mail an invitation addressed to the "religious leader" of each congregation listed on the Congregations List, as well as to the individual chaplains included on the Congregations List.

f. The invitation shall be dated at the top of the page, signed by the City Clerk at the bottom of the page, and read as follows:

*Dear Religious Leader,*

*The Fremont City Council makes it a policy to invite members of the clergy in the City of Fremont to voluntarily offer a prayer before the beginning of its meetings, for the benefit and blessing of the City Council and community members desiring to participate. As the leader of one of the religious congregations with an established presence in the local community of the*

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*City of Fremont, or in your capacity as a chaplain for one of the fire departments or law enforcement agencies of the City of Fremont, you are eligible to offer this important service at an upcoming meeting of the City Council.*

*If you are willing to assist the City Council in this regard, please send a written reply at your earliest convenience, but no later than January 31st of the coming year, to the City Clerk at the address included on this letterhead. Clergy are scheduled on a first-come, first-served or other random basis. The dates of the City Council's scheduled meetings for the upcoming year are listed on the following, attached page. If you have a preference among the dates, please state that request in your written reply. Written replies received after January 31st of the coming year will not be considered.*

*This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. To maintain a spirit of respect and ecumenism, the City Council requests only that the prayer opportunity not be exploited as an effort to convert others to the particular faith of the invocational speaker, nor to disparage any faith or belief different than that of the invocational speaker.*

*On behalf of the City Council, I thank you in advance for considering this invitation.*

*Sincerely,*
*City Clerk*

5. In addition to the Congregations List, residents of Fremont who wish to deliver an invocation at a City Council meeting are invited to contact the City Clerk for inclusion on "the Laypersons List", to be compiled and kept by the City Clerk. In December of each year, or within thirty (30) after the effective date of this policy, the City shall publish an invitation for residents to contact the City Clerk to be included on the Laypersons List.

6. The respondents to the invitation shall be scheduled on a first-come, first-served or other random basis to deliver the prayers. Responses received after January 31st will not be considered for the Congregations List or the Laypersons List for that year. It is not the intent of this policy to require the City Clerk to continually update the list with late responses throughout the year.

7. If the selected invocational speaker does not appear at the scheduled meeting, the Mayor may ask for a volunteer from among the City Council or the audience to deliver the invocation.

8. No invocational speaker shall receive compensation for his or her service.

9. The City Clerk shall make every reasonable effort to ensure that a variety of eligible invocational speakers are scheduled for the City Council meetings. In any event, no invocational speaker shall be scheduled to offer a prayer at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.

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10. Neither the City Council nor any staff member shall engage in any prior inquiry, review of, or involvement in, the content of any prayer to be offered by any invocational speaker.

11. Shortly before the opening gavel that officially begins the meeting and the agenda/business of the public, the Mayor shall introduce the invocational speaker, and invite only those who wish to do so to stand for those observances with the City Council.

12. Invocational speakers should try to keep their prayers brief and take no more than three (3) minutes to complete their invocations.

13. This policy shall be intended for all Boards and Commissions for the City of Fremont, Nebraska.

14. This policy in not intended and shall not be implemented or construed in any way, to affiliate the City Council with, nor express the City Council's preference for, any faith or religious denomination. Rather, this policy is intended to acknowledge and express the City Council's respect for the diversity of religious denominations and faiths represented and practiced among the citizens of Fremont.

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**RESOLUTION 2020-____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, TO ESTABLISH A POLICY REGARDING INVOCATIONS AT MEETINGS OF THE CITY COUNCIL OF THE CITY OF FREMONT**

**WHEREAS,** the City Council is an elected legislative and deliberative public body, serving the citizens of the City of Fremont; and

**WHEREAS,** legislative bodies in the United States have long maintained a tradition of solemnizing proceedings by allowing for an opening prayer before each meeting, for the benefit and blessing of the City Council and community members desiring to participate therein; and

**WHEREAS,** the City Council now desires to adopt a formal, written policy to implement an invocation practice for all City Council meetings; and

**WHEREAS,** such prayer before deliberative public bodies has been consistently upheld as constitutional by American courts, including the United States Supreme Court; and

**WHEREAS,** the City Council intends to adopt a policy that upholds an individual's "free exercise" rights under the First Amendment to the United States Constitution; and

**WHEREAS,** the City Council intends to adopt a policy that does not proselytize or advance any faith, or show any purposeful preference of one religious view to the exclusion of others; and

**WHEREAS,** the City Council recognizes its constitutional duty to interpret, construe, and amend its policies and ordinances to comply with constitutional requirements as they are announced; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fremont, Nebraska, that the City Council does hereby adopt the attached written policy regarding opening invocations before meetings of the City Council.

PASSED AND APPROVED THIS____DAY OF JANUARY 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

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