



CITY OF FREMONT NEBRASKA

REGULAR CITY COUNCIL MEETING AGENDA February 10, 2026 - 7:00 PM City Council Chambers 400 East Military, Fremont NE

MEETING CALLED TO ORDER

ROLL CALL

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

1. Motion to adopt current agenda for the February 10, 2026 Regular City Council Meeting

CONSENT AGENDA: All items on 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 Staff so requests, in which event the item will be removed from the consent agenda and considered separately.

2. Motion to dispense with and approve January 24, 2026 Special City Council Meeting Minutes and January 27, 2026 Regular City Council Meeting Minutes
3. Motion to approve January 28, 2026 through February 10, 2026 claims and authorize checks to be drawn on the proper accounts
4. Motion to approve the Cement/Asphalt/Excavate workers license applications as presented subject to fulfillment of all licensing requirements
5. Motion to authorize the Mayor to sign the Deed of Reconveyance for 1140 E 6th St for completing CDBG Loan requirements
6. Motion to receive Report of the Treasury
7. Motion to Receive 2025 Transit Program Annual Highlights
8. Resolution 2026-031 authorizing purchase of replacement computers for the 2026 IT Technology refresh/system lifecycle in the amount of \$88,828.30
9. Resolution 2026-032 awarding contract for Installation of Wellfield fencing to Elkhorn Fence in the amount of \$54,372

- [10.](#) Resolution 2026-033 authorizing the Mayor to sign the Civic and Community Center Financing Fund Assistance Award Amendment to Contract 24-03-385 for John C Fremont Park improvements
- [11.](#) Resolution 2026-034 authorizing the Mayor to sign the Title VI Nondiscrimination Assurances, a requirement for 5311 Rural Public Transportation grant funding
- [12.](#) Resolution 2026-037 awarding contract for Well Pump service to The Cahoy Group in the amount of \$67,601.40

NEW BUSINESS: Requires individual associated action

- [13.](#) Resolution 2026-035 authorizing the City of Fremont and Department of Utilities AI Policy for Staff and Elected Officials
14. Resolution 2026-036 approving the use of facsimile signatures for checks for the City and Department of Utilities
15. Resolution 2026-038 approving the cash transaction rounding policy for the City and Department of Utilities

ADJOURNMENT

Agenda posted at the Municipal Building on February 4, 2026 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on February 4, 2026. This meeting is preceded by publicized notice in the Fremont Tribune on the last Thursday of the preceding month and the agenda, including any notice of study session or public hearing, 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 the 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. Members of the public wishing to speak at a Study Session will be required to limit their comments to those that are directly

- related to the Publicly Noticed Study Session agenda topic(s).
12. Written letters addressed to the City Council will be accepted, as will comment cards that will be made available and collected from those who attend Open Public Comment Period and Study Session meetings who do not wish to speak publicly, but have an issue or concern that they believe the Council should be made aware of.



CITY OF FREMONT NEBRASKA

REGULAR CITY COUNCIL MEETING MINUTES

January 27, 2026 - 6:30 PM

City Council Chambers 400 East Military, Fremont NE

MEETING CALLED TO ORDER Following the Pledge of Allegiance, Mayor Sookram called the Regular City Council Meeting to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

ROLL CALL Roll call showed Councilmembers Ganem, Lathrop, Vaughan, Marsh, Jensen, Peterson, Horner, Von Behren present. 8 Members present.

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

- 1. Motion to adopt current agenda for the January 27, 2026 Regular City Council Meeting** Motion made by Jensen, seconded by Horner to amend the agenda to remove item 15. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson, Von Behren. Motion carried 8-0. Motion made by Jensen, seconded by Vaughan to approve the January 27, 2026 Regular City Council meeting agenda as amended. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson, Von Behren. Motion carried 8-0.

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 Staff so requests, in which event the item will be removed from the consent agenda and considered separately. Motion made by Vaughan, seconded by Horner to approve Consent Agenda items 2, 3, 5, 10-14, 16, 17. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson, Von Behren. Motion carried 8-0.*

- 2. Dispense with and approve January 13, 2026 Regular City Council Meeting Minutes and January 15, 2026 Special City Council Meeting Minutes**
- 3. Motion to approve January 14, 2026 through January 27, 2026 claims and authorize checks to be drawn on the proper accounts**
- 4. Motion to authorize the Mayor to sign the Letter of Support for the Fremont Housing Agency** Motion made by Horner, seconded by Peterson to amend the Letter of Support to add language to reflect the designated "Elderly Status" for the Stanton Tower. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson, Von Behren. Motion carried 8-0. Motion made by Horner, seconded by Vaughan to authorize the Mayor to sign the

amended Letter of Support for the Fremont Housing Agency. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson, Von Behren. Motion carried 8-0.

5. **Motion to Receive 2025 Annual Highlights**
6. **Motion to Receive FY 2025 Financial Report for the Department of Utilities** Motion made by Jensen, seconded by Ganem to Receive FY 2025 Financial Report for the Department of Utilities. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson, Von Behren. Motion carried 8-0.
7. **Motion to Receive FY 2025 Financial Report for the City of Fremont** Motion made by Ganem, seconded by Lathrop to Receive FY 2025 Financial Report for the City of Fremont. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson, Von Behren. Motion carried 8-0.
8. **Motion to Receive the Keene Memorial Library Board 2024-2025 Annual Report** Motion made by Jensen, seconded by Ganem to Receive the Keene Memorial Library Board 2024-2025 Annual Report. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson, Von Behren. Motion carried 8-0.
9. **Motion to Receive the Annual Report from MainStreet of Fremont** Motion made by Horner, seconded by Ganem to Receive the Annual Report from MainStreet of Fremont Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson, Von Behren. Motion carried 8-0.
10. **Resolution 2026-019 authorizing the License Agreement for Electric Supply Line Across Railway with BNSF Railroad in the amount of \$4,406**
11. **Resolution 2026-020 authorizing staff to issue a purchase order to GEA Mechanical for repair of the WWTP centrifuge primary assembly in the amount of \$73,061.51**
12. **Resolution 2026-021 for the purchase of Self-Contained Breathing Apparatus (SCBA) and additional facepieces in the amount of \$329,333, with \$250,909.09 funded by the Assistance to Firefighters Grant**
13. **Resolution 2026-022 authorizing a 3-year Technical Support Service Agreement with IDS for LDW Power Plant Control Systems in the amount of \$100,000 per year**
14. **Resolution 2026-024 awarding the Land Auction Contract to Farmers National Company for an amount of 5% of the gross sale price**
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17. **Resolution 2026-029 authorizing the Mayor to sign the contract with Veenstra & Kimm, Inc. for North Downtown Streetscape Revitalization project in the amount of \$400,000**
18. **Resolution 2026-030 authorizing the Mayor to sign a Cooperation Agreement for parcel 270139527 with RES Group** Motion made by Jensen, seconded by Horner

authorizing the Mayor to sign a Cooperation Agreement for parcel 270139527 with RES Group. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson, Von Behren. Motion carried 8-0.

NEW BUSINESS: *Requires individual associated action*

19. **Resolution 2026-025 amending the contract with Sampson Construction, increasing the Guaranteed Maximum Price from Bid Package #1 at \$6,351,688 to Bid Package #2 at \$13,344,437 for a total cost of \$19,996,125 for the Fremont Police Headquarters and Fremont/Dodge County 911 Center** Motion made by Vaughan, seconded by Horner amending the contract with Sampson Construction, increasing the Guaranteed Maximum Price from Bid Package #1 at \$6,351,688 to Bid Package #2 at \$13,344,437 for a total cost of \$19,996,125 for the Fremont Police Headquarters and Fremont/Dodge County 911 Center. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson, Von Behren. Motion carried 8-0.

ADJOURNMENT Motion made by Horner, seconded by Jensen to adjourn; time: 7:43 PM. Voting Yea: Jensen, Ganem, Vaughan, Lathrop, Marsh, Horner, Peterson, Von Behren. Motion carried 8-0.

Agenda posted at the Municipal Building on January 21, 2026 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on January 21, 2026. This meeting is preceded by publicized notice in the Fremont Tribune on the last Thursday of the preceding month and the agenda, including any notice of study session or public hearing, 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 the agenda.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA Regular City Council Meeting Minutes for January 27, 2026.

Michael Chatterson, City Clerk

Dev Sookram, Mayor



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ROLL CALL Roll call showed Councilmembers Ganem,, Marsh, Jensen, Peterson, Horner, Von Behren present; Lathrop, Vaughan absent. 6 Members present. 2 Members absent.

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

NEW BUSINESS: Requires individual associated action

1. **Overview and discussion on the City's long term strategic goals and planning for said goals.** Discussion held with City Staff and City Council on roles and responsibilities of Elected, Appointed and Hired Officials of a First Class City. Mayor David Black, City Administrator Amber Powers, City Councilmember Tom Mumgaard, and Deputy City Administrator Mark Stursma from the City of Papillion were welcomed to discuss the Papillion Landing Project and their planning and implementation of creating the project. City Council and Staff then reviewed the 2024 Parks and Recreation Master Plan and discussed long term visions, priorities and opportunities for future projects. No formal action was taken by Council.

ADJOURNMENT Motion made by Jensen, seconded by Marsh to adjourn; time: 12:27 PM. Voting Yea: Marsh, Jensen, Von Behren, Ganem, Peterson, Horner. Absent: Lathrop, Vaughan. Motion carried 6-0.

Agenda posted at the Municipal Building on January 20, 2026 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on January 20, 2026. This meeting is preceded by publicized notice in the Fremont Tribune on the last Thursday of the preceding month and the agenda, including any notice of study session or public hearing, 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 the agenda.

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Dev Sookram, Mayor



FREMONT

HERE WE GROW

LICENSE APPLICATION

Position	Fee	Bond	Term
FMC 10-322 Cement Work/Asphalt/Excavate	\$40 each	\$5,000	April 1 st to April 1 st of each year
FMC 10-315 House Mover	\$25	\$5,000	April 1st to April 1st of each year

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as:

Cement Work
 Asphalt
 Excavate
 House Mover

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

Arriola & James Roofing Company LLC 1937 N CLARKSON ST
 Business Name Business Address
402-719-8085 Fremont NE 68095
 Telephone City/State/Zip

If the applicant is not the sole owner, provide the names of other owners below:

David Ortiz Arriola

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

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

1-27-26
Date

Arriola
Signature

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Michael Chatterson, City Clerk
DATE: February 10, 2026
SUBJECT: Cement/Asphalt/Excavate License Application(s)

Recommendation: Motion to approve the Cement/Asphalt/Excavate workers license applications as presented subject to fulfillment of all licensing requirements

Background: Cement/Asphalt/Excavate workers are required to apply for their first license with the City Council, as there is not an examination given.

There is no need to reapply with the City Council as long as the applicant keeps their license in force every year. Licensed cement/asphalt/excavate workers have a 60-day grace period to renew their license after April 1st of every year, without requiring additional City Council action.

<u>Business</u>	<u>Applicant</u>	<u>Type</u>
Arriola & Jaimes Roofing Company	David Ortiz Arriola	Cement Work, Asphalt, Excavate

Fiscal Impact: \$40 in revenue for each cement/asphalt/excavation license issued.

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 July 9, 2015.

The Trustor is Robert L Manka, a single 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, 400 East Military Avenue, Fremont, NE 68025.

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

The South 90' of the West 50' of the East 100' of Lots 7 and 8, Block 24, located in R. Kittle's Addition, as platted and recorded in 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 remain the borrowers' primary residence throughout the housing rehabilitation loan period. If, at any time during the housing rehabilitation loan period, the property is no longer the borrowers' primary residence, borrowers will be declared in default of this security agreement and the Note which it secures. This includes, but is not limited to, the property becoming non-owner occupied, being vacant for a period of more than 90 days, or being converted to rental.

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

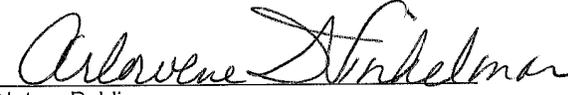
18. Borrowers request that copies of all notices provided herein be sent to Borrowers' address, which is 1140 East 6th Street, Fremont, NE 68025.

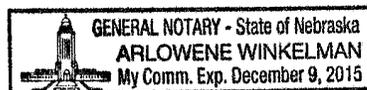
IN WITNESS WHEREOF, the Borrowers have signed this Agreement.


Robert L Manka

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on this 13 day of July, 2015 by Robert L Manka, a single person.


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 Robert L Manka, a single person, as Trustor(s) to Michael T. Brogan as Trustee, for the benefit of the City of Fremont as beneficiary dated July 13, 2015 and recorded on July 20, 2015, in the Office of the Register of Deeds of Dodge County, Nebraska recorded at Document #201503385, has been paid, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed and delivered as confirmed by its endorsement below. In consideration of such payment and in accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deed of Trust in the following:

The South 90’ of the West 50’ of the East 100’ of Lots 7 and 8, Block 24, in R. Kittle’s Addition, as platted and recorded in 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: _____
Dev Sookram, Mayor
City of Fremont, Beneficiary

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on _____ by Dev Sookram, 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: Jennifer Nabb, Director of Finance / Treasurer

DATE: February 10, 2026

SUBJECT: Report of the Treasury

Recommendation: Move to receive Report of the Treasury

Background: This statement reports the bank account balances at the end of the prior month and is available by the first council meeting of each month, so it gives the Council up-to-the-month timely information regarding cash reserve balances.

This report breaks out the Treasury notes by fund. The City and Utilities have begun investing in Treasury notes (two years or less). One fact to bear in mind, while the City notifies Nebraska Public Agency Investment Trust (NPAIT) that it wishes to make a \$1 million investment, for example, the carrying value that is on the report may be plus or minus some interest. The difference will be recognized as interest is earned.

This report aligns with the City of Fremont's Value of being Fiscally Responsible.

Fiscal Impact: As noted in the report.

Overall, the City's total account balances decreased by \$926,885 largely due to Meco Henne \$309k, Omni Eng \$203k, DR Anderson Constructors \$187k, and Constructors Inc \$127k. The Utility total account balances decreased by \$563,143 due largely to \$568K Ethos Energy Power Plant Service.

Please note toward the bottom of the second page and on to the third page that the City and Utility have several CDARS investments. The Certificate of Deposit Account Registry Service (CDARS) is a program that allows the public to spread money around various banks. The purpose of CDARS is to help people who invest in certificate of deposits (CDs) to stay below the Federal Deposit Insurance Corporation (FDIC) insurance limits at any given bank. These are listed separately, as they are exclusively insured separately and apart from FDIC coverage provided at each bank.

City of Fremont
 Report of Treasury - Cash and Investment Bank Balances
 January 31, 2026

Account Name	Statement ending balances					
	First National Bank	RVR Bank	Pinnacle Bank	Cornerstone Bank	First Community Bank	Nebraska Public Investment Trust
Governmental						
<u>Checking/Money Market</u>						
City Treasurer	\$ 131,777					
City Treasurer-M Mkt	\$ 12,979,406					
City Treasurer SID #4	\$ 63,698					\$ 192,897
Special Revenue		\$ 360,968				
Infrastructure - Sales Tax						\$ 8,049
Insured M MKT ** -Sales Tax		\$ 23,458,582				
Public Safety - Sales Tax						\$ 1,122,628
Streets - Sales Tax						\$ 269,082
Streets - M Mkt			\$ 447,795			
Community Development Agy	\$ 712,019					
Keno			\$ 154,192			
Transit	\$ 142,376					
CDBG Clearing	\$ 228,700					
CDBG Program Income	\$ 172,899					
E911	\$ 244,012					
Drug Task	\$ 48,741					
Employee Benefits			\$ 1,161,552			
Total Checking/Money Market	\$ 14,723,629	\$ 23,819,550	\$ 1,763,539	\$ -	\$ -	\$ 1,592,656
<u>CD Investments</u>						
General fund				\$ 385,000		
Sales Tax/Public Safety fund						
Sales Tax/Infrastructure fund			\$ -			
Sales Tax/Streets fund			\$ -			
Sales Tax/LB840 fund						
Street fund		\$ -	\$ -			
Debt Service fund						
KENO fund						
Trust Fund	\$ -					
Airport			\$ 351,392			
E911				\$ 300,000		
ARPA Funds						
Special assessment Fund			\$ 800,000			
Employee Benefits						
Work Comp				\$ 1,000,000		
Total CD Investments	\$ -	\$ -	\$ 1,151,392	\$ 1,685,000	\$ -	\$ -
Total Governmental deposits	\$ 14,723,629	\$ 23,819,550	\$ 2,914,930	\$ 1,685,000	\$ -	\$ 1,592,656
						\$ 44,735,765

City of Fremont
 Report of Treasury - Cash and Investment Bank Balances
 January 31, 2026

Account Name	Statement ending balances					
	First National Bank	RVR Bank	Pinnacle Bank	Cornerstone Bank	First Community Bank	Nebraska Public Investment Trust
Proprietary Funds						
<u>Checking/Money Market</u>						
Combined Utilities Fund	\$ 28,497,587					
Electric Fund	\$ 631					
Comb Util Funds/Construction	\$ 4,683,057					
Electric Funds						\$ 2,444,071
Customer Deposit Fund	\$ -					
Water Project Bond Acct	\$ 84,170					
Department of Utilities			\$ 725,225			
Sewer Improvement	\$ 3,526					
Sewer Funds						\$ 378,817
Gas Fund						\$ 896,544
Electric Fund				\$ 150		
Total Checking/Money Market	\$ 33,268,971	\$ -	\$ 725,225	\$ 150	\$ -	\$ 3,719,433
<u>CD Investments</u>						
Electric			\$ 5,000,000	\$ 2,800,000	\$ 2,000,000	
Water	\$ -					
Sewer						
Gas					\$ 1,000,000	
Total CD Investments	\$ -	\$ -	\$ 5,000,000	\$ 2,800,000	\$ 3,000,000	\$ -
Total Proprietary deposits	\$ 33,268,971	\$ -	\$ 5,725,225	\$ 2,800,150	\$ 3,000,000	\$ 3,719,433
						\$ 48,513,779
Grand total, all funds	\$ 47,992,600	\$ 23,819,550	\$ 8,640,156	\$ 4,485,150	\$ 3,000,000	\$ 5,312,088
						\$ 93,249,544
<u>Governmental Treasury Notes & CDARS</u>						
General fund				\$ 4,114,753	\$ 3,600,000	
Sales Tax/Public Safety fund				\$ 2,000,000		
Sales Tax/Infrastructure fund				\$ 1,000,000		
Sales Tax/Streets fund				\$ 1,000,000		
Sales Tax/LB840 fund						
Street fund		\$ -		\$ 1,000,000		
Debt Service fund						
KENO fund						
Trust Fund	\$ -				\$ 125,000	
Airport						
E911				\$ 200,000		
ARPA Funds						
Special assessment Fund				\$ 850,000		
Employee Benefits						
Work Comp						
Total Governmental T Notes	\$ -	\$ -	\$ -	\$ 9,164,753	\$ 3,725,000	\$ -

City of Fremont
 Report of Treasury - Cash and Investment Bank Balances
 January 31, 2026

Account Name	Statement ending balances					
	First National Bank	RVR Bank	Pinnacle Bank	Cornerstone Bank	First Community Bank	Nebraska Public Investment Trust
<u>Proprietary Treasury Notes & CDARS</u>						
Electric				\$ 8,473,500	\$ 9,829,000	
Water	\$ -			\$ 691,500	\$ 3,124,500	\$ -
Sewer					\$ 2,041,000	
Gas				\$ 2,500,000		
Total Proprietary T Notes	\$ -	\$ -	\$ -	\$ 11,665,000	\$ 14,994,500	\$ -
Total Gov't Cash Deposits & Investments	\$ 14,723,629	\$ 23,819,550	\$ 2,914,930	\$ 10,849,753	\$ 3,725,000	\$ 1,592,656
Total Prop. Cash Deposits & Investments	\$ 33,268,971	\$ -	\$ 5,725,225	\$ 14,465,150	\$ 17,994,500	\$ 3,719,433
Grand Total by Institution	\$ 47,992,600	\$ 23,819,550	\$ 8,640,156	\$ 25,314,903	\$ 21,719,500	\$ 5,312,088
				City		\$ 57,625,518
				DU		\$ 75,173,279
				Grand Total		\$ 132,798,797

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Dakota Buesing, Transit Manager
DATE: February 10, 2026
SUBJECT: Fremont Transit Program 2025 Annual Highlights

Recommendation: Receive 2025 Transit Program Annual Highlights

Background:

The attached report summarizes Fremont Transit Program projects and key highlights for 2025.

Fiscal Impact:

None.

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Chris Gunderson, Director of Information Systems
DATE: February 10, 2026
SUBJECT: Authorize purchase of Computer Replacements for the 2026 IT Technology Refresh/System Lifecycle

Recommendation: Approve Resolution 2026-031 authorizing purchase of replacement computers for the 2026 IT Technology refresh/system lifecycle in the amount of \$88,828.30

Background:

Maintaining up-to-date computer systems, within warranty, and subject to ongoing hardware, software, and firmware support, is critical to IT security and efficient workflow for City employees. To this end, the Department of Information Systems aims to replace the City of Fremont's computer systems on a rotating basis based on warranty expiration.

The lifecycle schedule for computer systems in 2026 includes the following items:

- 43 Small Form Factor (desktop) computers for use across the City, in areas that don't require the users to work remotely.
- 11 Standard laptop computers for specific users that need to work remotely from time to time plus 20 docking stations for these laptops.

The Department of Information Systems received quotes from the following:

Insight Public Sector	\$83,017.10 base price <u>\$5,811.20 taxes</u> \$88,828.30
CDW-G	\$96,335.05 base price <u>\$6,743.45 taxes</u> \$103,078.50
Dell	Did not return a quote in a timely fashion.

This item will be discussed at the February 10, 2026 Utility and Infrastructure Board Meeting.

Fiscal Impact: Budgeted expense in the amount of \$88,828.30 plus any taxes not included above.

Account name: 10929364

CITY OF FREMONT
 400 E MILITARY AVE
 FREMONT NE 68025-5141

SHIP-TO

CITY OF FREMONT
 400 E MILITARY AVE
 FREMONT NE 68025-5141

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation	
Quotation Number	: 0229133851
Document Date	: 24-JAN-2026
PO Number	:
PO Release	:
Sales Rep	: Mark Latiolais
Email	: MARK.LATIOLAIS@INSIGHT.COM
Phone	:
Sales Rep 2	: Jessa Herrero
Email	: JESSA.HERRERO@INSIGHT.COM
Phone	:

Material	Material Description	Quantity	Unit Price	Extended Price
3000197729267	CITY OF FREMONT - DELL PRO 16 PC16250 INTEL(R) CORE(TM) ULTRA 5 235U VPRO(R) (12 TOPS NPU, 12 CORES, UP TO 4.9 GHZ) 16" OPEN MARKET	11	1,714.45	18,858.95
	1 Dell Pro 16 (PC16250) XCTO Base 210-BQPL			
	1 Intel(R) Core(TM) Ultra 5 235U vPro(R) (12 TOPS NPU, 12 cores, up to 4.9 GHz) 379-BGGV			
	1 Windows 11 Pro 619-BBQD			
	1 Platinum silver color, metallic finish 354-BBKP			
	1 32 GB: 1 x 32 GB, DDR5, 5600 MT/s (5200 MT/s with Intel(R) Core(TM) processors) 370-BDCV			
	1 Integrated Intel(R) graphics for Intel(R) Core(TM) Ultra 5 235U vPro(R) processor 338-CTHY			
	1 1 TB SSD 400-BSKN			
	1 English, French, Spanish, Brazilian Portuguese 619-BBPD			
	1 16", Non-Touch, FHD+, IPS, 400 nits, 45% NTSC, Anti-Glare, FHD+IR Cam 391-BKQV			
	1 Fingerprint Reader, Smart Card Reader, Control Vault 3+, vPro(R) 354-BBKT			
	1 FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone 319-BBKH			
	1 English US backlit Copilot key keyboard with numeric keypad 583-BMQF			
	1 Intel(R) AX211 WLAN Driver 555-BMFD			
	1 Intel® Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth® 5.3 wireless card 555-BLLQ			
	1 3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable 451-BDKX			
	1 65W AC adapter, USB Type-C 492-BDTG			
	1 E4 Power Cord 1M for US 537-BBDO			
	1 Quick Start Guide 340-DTVQ			
	1 Documentation 340-DNBV			
	1 ENERGY STAR Qualified 387-BBLW			
	1 Custom Configuration 817-BBBB			
	1 Dell Pro 16 (PC16250) Mix Model, 65W, Type-C 340-DXHP			
	1 EPEAT Gold with Climate+ 379-BDZB			
	1 Partner Success Program Management 998-2512			

Material	Material Description	Quantity	Unit Price	Extended Price
1	Intel® Rapid Storage Technology Driver 409-BCYT			
1	Intel vPro Enterprise Management Enabled 631-BCDM			
1	Intel Core Ultra 5 vPro Processor Label 389-FJMH			
1	Intel(R) Connectivity Performance Suite 640-BBTF			
1	ProSupport Plus: Next Business Day Onsite, 1 Year 714-0178			
1	ProSupport Plus: Next Business Day Onsite, 4 Year Extended 714-0206			
1	ProSupport Plus: Accidental Damage Service, 5 Years 714-0220			
1	ProSupport Plus: Keep Your Hard Drive, 5 Years 714-0221			
1	ProSupport Plus: 7x24 Technical Support, 5 Years 714-0222			
1	Dell Limited Hardware Warranty 714-0313			
1	Dell Limited Hardware Warranty Extended Year(s) 975-3461			
1	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115 997-8367			
1	Activate Your Microsoft 365 For A 30 Day Trial 630-ABBT			
1	Dell Additional SW - Dell Pro Laptop 658-BFVB			
3000196893360	CITY OF FREMONT - DELL PRO SLIM QCS1250 INTEL(R) CORE(TM) ULTRA 5 235 (13 TOPS NPU, 14 CORES, UP TO 5.0GHZ) OPEN MARKET	43	1,492.05	64,158.15
1	Intel(R) Core(TM) Ultra 5 235 (13 TOPS NPU, 14 cores, up to 5.0GHz) 338-CRZK			
1	Windows 11 Pro 619-BBQD			
1	32GB: 2 x 16GB, DDR5, up to 5600 MT/s, non-ECC 370-BCWR			
1	1TB SSD 400-BSWV			
1	1st M.2 2280 SSD Screw 773-BBBC			
1	Integrated Graphics 490-BKSX			
1	No Wireless LAN Card 555-BLXL			
1	Dell Pro Slim chassis with 180W PSU 329-BKQH			
1	Dell Pro Smartcard Keyboard - KB813 - US English 580-BCCW			
1	Dell Wired Mouse - MS116 570-BBKP			
1	ENERGY STAR Qualified 387-BBLW			
1	System Power Cord C13 (Philippine/TH/US) 450-AAOJ			
1	Documentation 340-DNBV			
1	Watch Dog SRV 379-BFYR			
1	Quick Start Guide 340-DTTW			
1	US/Canada Battery Warning Label 389-FKHG			
1	Trusted Platform Module (Discrete TPM Enabled) 329-BBJL			
1	Shipping Material (DAO) 340-DTSR			
1	Shipping Label 389-BBUU			
1	FSJ Reg label for 180W PSU 389-FJYS			
1	Driver/APP for IRST 658-BFTS			
1	Intel Core Ultra 5 Processor Label 389-FGFR			
1	Desktop BTO Standard shipment 800-BBIO			
1	No Hard Drive Bracket 575-BBKX			
1	Intrusion cable switch 461-BBCC			
1	Dell Pro Slim QCS1250 210-BPQX			
1	No Optical Drive 429-BBCH			
1	CMS Software not included 632-BBBJ			
1	EPEAT Silver with Climate+ 379-BDTO			

Material	Material Description	Quantity	Unit Price	Extended Price
1	Internal speaker 520-BBKW			
1	No vPro(R) support 631-BCGG			
1	No Additional Add In Cards 382-BBHX			
1	No Additional Network Card Selected (Integrated NIC included) 555-BBJO			
1	No Option Included 340-ACQQ			
1	Optional DisplayPort 2.1, UHBR20 382-BBRF			
1	English, French, Spanish, Brazilian Portuguese 619-BBPD			
1	Partner Success Program Management 998-2512			
1	Custom Configuration 817-BBBB			
1	ProSupport Plus: Accidental Damage Service, 5 Years 716-4080			
1	ProSupport Plus: Keep Your Hard Drive, 5 Years 716-4085			
1	ProSupport Plus: Next Business Day Onsite, 5 Years 716-4090			
1	ProSupport Plus: 7x24 Technical Support, 5 Years 716-4095			
1	Dell Limited Hardware Warranty Plus Service 716-9303			
1	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115 997-8367			
1	Activate Your Microsoft 365 For A 30 Day Trial 630-ABBT			
1	Dell Pro Slim QCS1250 658-BFWC			

Product Subtotal	83,017.10
TAX	0.00
Total	83,017.10

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

PURCHASE ORDER REQUIREMENTS:

Quote Number:229133851

Purchase Order Number: _____

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Additional signature, where required

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Mark Latiolais

MARK.LATIOLAIS@INSIGHT.COM

Jessa Herrero

JESSA.HERRERO@INSIGHT.COM

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SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

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<https://www.insight.com/terms-and-policies>



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Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

NATHAN BREEDEN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PSWF030	1/26/2026	PSWF030	1125925	\$96,335.05

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DELL CTO PC16250 U5-235U 1 32 W11P Mfg. Part#: 3000198385717 Contract: Sourcewell 121923-State of Nebraska (111216 O4)	11	9058620	\$1,947.47	\$21,422.17
DELL CTO QCS1250 U5-235 1 32 W11P Mfg. Part#: 3000198385246 Contract: Sourcewell 121923-State of Nebraska (111216 O4)	43	9058624	\$1,742.16	\$74,912.88

SUBTOTAL	\$96,335.05
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$96,335.05

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF FREMONT ATTN:ACCOUNTS P 400 E MILITARY AVE FREMONT, NE 68025-5141 Phone: (402) 727-2630 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF FREMONT NATHAN BREEDEN 400 E MILITARY AVE FREMONT, NE 68025-5141 Phone: (402) 727-2630 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Mike Elliott | (877) 459-7057 | mike.elliott@cdwg.com

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RESOLUTION NO. 2026-031

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the purchase of Computer Replacements for the 2026 Information and Technology Department Refresh/System Life Cycle.

WHEREAS, maintaining up-to-date computer systems, within warranty, and subject to ongoing hardware, software, and firmware support, is critical to IT security and efficient workflow for city employees; and,

WHEREAS, the Department of Information Systems plans to replace the City of Fremont's computer systems on a rotating basis based on warranty expiration; and,

WHEREAS, the Department of Information Systems received quotes from Insight Public Sector and CDW-G. Insight Public Sector provided the lowest responsible quote of \$88,828.30.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska authorize Staff to issue a purchase order for the 2026 Information and Technology Department Refresh/System Life Cycle Equipment to Insight Public Sector in the amount of \$88,828.30.

PASSED AND APPROVED THIS 10th DAY OF FEBRUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Eric Fuhrmeister, Water/Sewer Superintendent
DATE: February 10, 2026
SUBJECT: Contract for Additional Wellfield Fencing

Recommendation: Approve Resolution 2026-032 awarding contract for Installation of Wellfield fencing to Elkhorn Fence in the amount of \$54,372

Background:

The City of Fremont Municipal Wellfield has areas that are not currently enclosed by fencing. Fencing is necessary to establish a clear demarcation of property boundaries, and to reduce risk of trespass and property disputes. The City requested proposals to construct additional fencing and received 6 proposals.

Staff performed an analysis of the proposals (including taxes and alternate items) and determined that Elkhorn Fence was the lowest responsible bidder.

BIDDER	TOTAL
Quality Fence	\$78,693.21
K&K Fencing	\$60,878.00
Superior Fencing	\$69,995.00
S&W Fencing	\$66,160.00
Elkhorn Fence	\$54,372.00
Security Fence (Outback Fence)	\$60,450.00

The Utility & Infrastructure Board will consider this item at their February 10, 2026 meeting.

Fiscal Impact: budgeted expense in the amount of \$54,372.



**P.O. Box 186
Elkhorn, NE 68022
Office 402-289-4945 / Fax 402-289-5566**

To:
City of Fremont
Department of Utilities
Attn:
Eric Fuhrmeister
Water/Sewer Superintendent

Date: 1/20/26

Project Name:
Wellfield Fence 2026

Elkhorn Fence proposes to supply all materials and labor to install 2600 LF of 6'tall, galvanized chain link fence for:

\$44,875.00 + no tax

Clarifications:

- 3" OD SS 40 terminal posts set in 12"x39" concrete footings.
- 2-1/2" OD SS40 line posts set in 10"x39" concrete footings.
- 1-5/8" OD SS40 top rails.
- 7 ga bottom tension wire
- Standard 2"x9ga. galvanized chain link mesh.
- For 3-strand barbed wire anti climb **Add \$3,910.00**

Conditions:

Fence to conform to drawings and written specifications and installed in a professional manner.
All terminal and corner points to be clearly marked prior to our crew's arrival unless otherwise indicated herein. Fence line location shall be the sole responsibility of the Owner/General Contractor.
Price includes Mobilizations to site.
Price assumes the entire fence line to be accessible by large skid-steer loader and the ability to dig post holes with hydraulic auger.
Project to be finish graded and ready for all fence installation upon notice to proceed and mobilization to the site.
This proposal to be attached to the Contract/Sub-contract as an Exhibit/Amendment to any Contract upon acceptance.

Price good for **30** days.

Submitted by: Rob Brooks Accepted By: _____
Rob Brooks
402-677-8677 cell

Fuhrmeister, Eric

From: Rob Brooks <Rob@elkhornfence.com>
Sent: Monday, January 26, 2026 1:47 PM
To: Fuhrmeister, Eric
Subject: RE: City of Fremont - Wellfield Fence Project

(1) 12' wide double swing gate spliced into existing fence = (1) @ no charge
(1) 12' wide cantilever slide gate = \$1,792.00

Rob Brooks
Estimator/PM
Elkhorn Fence, LLC
O 402-289-4945
C 402-677-8677
rob@elkhornfence.com

From: Fuhrmeister, Eric <Eric.Fuhrmeister@fremontne.gov>
Sent: Monday, January 12, 2026 9:33 AM
To: Rob Brooks <Rob@elkhornfence.com>
Subject: City of Fremont - Wellfield Fence Project

Rob,

Thanks for taking my call this morning.

Please see the attached project scope and map for the desired fencing at our wellfield. If you have any questions, feel free to contact me at any time.

If possible, we would like to receive your quote no later than Wednesday, January 21st.

Respectfully,

Eric Fuhrmeister

Water/Sewer Superintendent
City of Fremont / Department of Utilities
3000 E. First St.
Fremont NE. 68025
Phone: 402-719-4924
Eric.Fuhrmeister@fremontne.gov



Contract

THIS CONTRACT AND AGREEMENT, made and entered into this 10th day of February, 2026, by and between the CITY OF FREMONT, Nebraska, a municipal corporation (hereinafter called the “Owner”) and Elkhorn Fence, and hereinafter called the “Contractor.”

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Contractor and Owner agree as follows:

1. Payment: That the Contractor, for and in consideration of the sum of \$54,372.00, payable as set forth in the Contract Documents, constituting a part of this Contract and incorporated herein by reference, hereby agrees to complete the Wellfield Fencing Project in accordance with the specifications and other contract documents.
2. Contract: Contract documents include the specifications, including the general conditions, supplementary conditions, technical specifications and the bid proposal.
3. Claims and Costs: The Contractor herein agrees to pay all just claims for materials, supplies, tools, fuels, lubricants, equipment, equipment rental, machinery, insurance premiums, and services used or consumed in the construction of the work by him or any of his subcontractors, and for the payment of all laborers and mechanics for all labor performed in the work by him or any of his subcontractors, and for all other just claims filed against him or any of his subcontractors in carrying out the provisions of this contract and further agrees that the Bonds shall be held to cover all such claims.
4. Unemployment: The Contractor agrees to pay the Unemployment Compensation Fund of the State of Nebraska the unemployment contributions and interest due under provisions of Nebraska Law (Section 48-601 to 48-669) on wages paid to individuals employed, and to comply with the conditions regarding Fair Employment Practices as contained in the Nebraska Statutes (Section 48-1101 through 48-1125) in the performance of this Contract.
5. Assignment: The Contractor shall not assign this Contract or any moneys due or to become due without the prior written consent of the Owner. The Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.
6. Work to be completed: It is understood and agreed that the Contractor shall not do any work or furnish any material not covered and authorized by this Contract, except under an executed Change Order. Any such work which may be done or any such materials which may be furnished by the Contractor without such written order first being given, shall be at his own risk, cost and expense; and the Contractor hereby covenants and

agrees that he shall make no claim for compensation for any work so done or any materials so furnished.

7. Conflicts: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this Contract.
8. Ordinances: Contractor shall conduct all work to conform to all municipal, state, and federal codes and regulations as required by law.
9. Delays by Contractor: Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
10. Insurance: Contractor shall provide insurance coverage for not less than amounts or greater where required by Law.
 - a. Workers Compensation and related coverage
 - i. State: Statutory
 - ii. Applicable Federal: Statutory
 - iii. Employer's Liability: \$50,000
 - b. Contractors General Liability: Shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor
 - i. General Aggregate: \$500,000
 - ii. Products – Completed Operations Aggregate \$500,000
 - iii. Each Occurrence (Bodily Injury and Property Damage) \$500,000
 - iv. Excess or Umbrella Liability
 1. General Aggregate \$1,000,000
 2. Each Occurrence \$1,000,000
 - c. Automobile Liability
 - i. Bodily Injury (Each Person) \$1,000,000
 - ii. Bodily Injury (Each Accident) \$1,000,000
 - iii. Property Damage (Each Accident) \$1,000,000
 - d. Contractor Liability
 - i. Bodily Injury
 1. Each Accident \$500,000
 2. Annual Aggregate \$500,000
 - ii. Property Damage
 1. Each Accident \$500,000
 2. Annual Aggregate \$500,000
 - e. Contractual Liability Coverage

- i. General Aggregate \$500,000
- ii. Each Occurrence (Bodily Injury and Property Damage) \$500,000

11. Liquidated Damages: Contractor acknowledges that actual damages incurred by Owner as a result of the Contractor's failure to meet the completion date and the performance guarantees would be difficult to determine. If the project is not successfully completed on or before May 1, 2024, then Contractor shall pay Owner \$100.00 per day until such time that the project is completed. Both parties agree that the liquidated damages provisions in this article are reasonable and appropriate measures of the damages for such performance shortfalls and not a penalty.
12. Subcontractors: Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.
13. Permits: Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract).
14. Stopping Work: If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.
15. Correcting Defective Work: If Contractor fails within a reasonable time after written notice from Customer to correct defective Work, or to remove and replace defective Work as required by Customer, then Customer may, after 7 days' written notice to Contractor, correct or remedy any such deficiency. In exercising the rights and remedies under this Paragraph 15, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors,

consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 15 will be charged against Contractor as set-offs against payments due. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

16. Termination for Cause: The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

- Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
- Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
- Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
- Contractor's repeated disregard of the authority of Owner

Contractor shall have ten (10) days following receipt of notice from Owner to cure the basis for termination, to the satisfaction of Owner.

If Owner proceeds as provided in Paragraph 16, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

17. Termination for Convenience: Upon 7 days' written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work.

18. Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

19. Counter-parts: Counterparts, electronic copies, and other signed copies of this Agreement shall be enforceable as if the same were an original signed version.

20. Survival: All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.
21. E-Verify: The Contractor shall register with and use a Federal Immigration Verification System to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska. The prime Contractor shall contractually require every subcontractor to register with and use a Federal Immigration Verification System to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska. The Federal Immigration Verification System shall be an electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program. The Contractor may use an equivalent Federal Program designated by the United States Department of Homeland Security or other Federal Agency authorized to verify the work eligibility status of a newly hired employee. The equivalent program shall comply with the Immigration Reform and Control Act of 1986.
22. Jurisdiction: The Contract shall be governed and construed in accordance with the laws of the State of Nebraska, without giving effect on the principles of conflicts of laws.

IT WITNESS WHEREOF, we, the contracting parties by our agents hereto affix our signatures and seals.

OWNER: City of Fremont

CONTRACTOR:

By: _____

By: _____

Title: Mayor, City of Fremont NE.

Title: _____

WITNESS:

ATTEST: (Witness)

By: _____

By: _____

Title: City Clerk, City of Fremont NE.

RESOLUTION NO. 2026-032

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign the proposal and contract for Wellfield Fencing Project 2026 with Elkhorn Fence in the amount of \$54,372.

WHEREAS, The City desires to install additional fencing around additional section of the Municipal Wellfield; and,

WHEREAS, Quotes were solicited and received for the supply and installation of 6' commercial chain link fence; and,

WHEREAS, Elkhorn fence was determined to be the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Fremont authorizes the Mayor to sign the proposal and contract for Wellfield Fencing with Elkhorn Fence in the amount of \$54,372.

PASSED AND APPROVED THIS 10th DAY OF FEBRUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Angie Olson, Grant Coordinator
Nick Hansen, Parks and Recreation Director

DATE: February 10, 2026

SUBJECT: Civic and Community Center Financing Fund Assistance Award
Amendment

Recommendation: Approve Resolution 2026-033 authorizing the Mayor to sign the Civic and Community Center Financing Fund Assistance Award Amendment to Contract 24-03-385 for John C Fremont Park improvements

Background: On March 29, 2024, the City of Fremont received notification from the Nebraska Department of Economic Development that the City's application for grant assistance from the Civic and Community Center Financing Fund was approved for the construction of an amphitheater and auxiliary building in John C Fremont Park.

To allow for public events scheduled in August, construction on the project was postponed until late August. As a result, an amendment is needed to extend the project timeline.

Fiscal Impact: \$400,000 in grant funding with a \$400,000 match from the Parks and Recreation capital improvement budget.

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
CIVIC AND COMMUNITY CENTER FINANCING FUND
ASSISTANCE AWARD
AMENDMENT TO CONTRACT NO. 24-03-385**

This contract amendment is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Fremont, Nebraska ("Recipient"), upon the date of signature by both parties.

RECITALS:

A. The parties have previously contracted via a 9-page contract, numbered 24-03-385, which was variously dated May 3, 2024 (by Department) and May 2, 2024 (by Recipient), and which has a contract term specified as from March 27, 2024 to March 28, 2026 ("Original Contract").

B. The Original Contract allows for amendments of its terms at §4.01.

C. The parties have reached agreement to amend the Original Contract in order to extend the termination date of the contract from March 28, 2026 to June 30, 2026.

AGREEMENT:

Premised on the Recitals above, and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

The following provisions of the Original Contract, indented below for clear identification, are amended as shown, by replacing §1.02 Contract Term, in its entirety, as follows.

Amendments to Original Contract.

§1.02 Period of Performance and Contract Term.

The Period of Performance for Recipient, meaning the time during which the Recipient may incur new obligations to carry out activities under this contract, pursuant to the requirements of §1.03 Use of Act Funds, shall begin on March 27, 2024 and terminate on June 30, 2026. All of the required activities, services, and deliverables, except for submission of final reports, must be completed by or before the termination date.

Final reports and closeout activities shall be due to the Department no later than ninety (90) days after the end of the Period of Performance (or termination, if earlier) ("Contract Term"), meaning that all final reports and closeout activities shall be completed by the Recipient by no later than September 28, 2026.

All other provisions of the Original Contract remain in full force and effect.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this instrument and agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	RECIPIENT → City of Fremont, Nebraska
By: _____ (Director or Designee)	By: _____ (Authorized Official)
_____ (Typed or Printed Name)	_____ (Typed or Printed Name)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

RESOLUTION NO. 2026-033

A Resolution of the City Council of the City Of Fremont, Nebraska, authorizing the Mayor to sign the Civic and Community Center Financing Fund Assistance Award Amendment to Contract 24-03-385.

WHEREAS, the City of Fremont received a grant from the Civic and Community Center Financing Fund for the construction of an amphitheater and auxiliary building in John C Fremont Park; and,

WHEREAS, an amendment is needed to extend the project timeline.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska, authorizes the Mayor to sign the Civic and Community Center Financing Fund Assistance Award Amendment to Contract 24-03-385 for the John C Fremont Park improvements.

PASSED AND APPROVED THIS 10th DAY OF FEBRUARY 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Angie Olson, Grant Coordinator
Dakota Buesing, Transit Manager

DATE: February 10, 2026

SUBJECT: Fremont Transit Program Title VI Nondiscrimination Assurances

Recommendation: Approve Resolution 2026-034 authorizing the Mayor to sign the Title VI Nondiscrimination Assurances, a requirement for 5311 Rural Public Transportation grant funding

Background: Updated Title VI Nondiscrimination Assurances are required as part of the 5311 Rural Public Transportation federal funding program. This funding supports a portion of the Fremont Transit Program.

Title VI Nondiscrimination Assurances are included with this agenda item for review.

Fiscal Impact: Approval of the assurances is necessary for the City to remain eligible for grant funding under the 5311 Rural Public Transportation Program.

Federal Transit Administration

Title VI Program

Fremont Transit Program

2026

Reviewed and Approved by _____

Fremont City Council
Fremont Transit Program

Date



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Appendices

- A. Fremont Transit Program Title VI Notice
- B. Fremont Transit Program Title VI Discrimination Complaint Form
- C. Fremont Transit Program Language Assistance Plan
- D. Fremont Transit Program Title VI Complaint Investigation Log

Non-Discrimination Statement of Policy

Under Title VI of the Civil Rights Act of 1964 and related statutes, the Fremont Transit Program is committed to ensuring that no person shall, on the grounds of race, color, or national origin, 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 Fremont Transit Program.

Dev Sookram
Mayor
City of Fremont

Date

All entities who receive Federal Transit Administration (FTA) grant dollars either directly from the FTA or through the Nebraska Department of Transportation (NDOT) are subject to the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the U.S. Department of Transportation’s implementing regulations. This manual provides technical assistance on Title VI compliance requirements.

1 Introduction and Overview

1.1 Plan Statement

The Fremont Transit Program operates a demand response public transit program serving the residents of the City of Fremont in Nebraska and extending 2 miles beyond City limits. As a condition of receiving federal financial assistance to operate these services, the agency ensures that its programs, policies, and activities comply with Title VI of the Civil Rights Act of 1964. The following program details how the Fremont Transit Program meets the Title VI requirements set forth in the Federal Transit Administration (FTA) Circular 4702.1B.

The Fremont Transit Program receives federal FTA funding through the Nebraska Department of Transportation (NDOT) Transit Section. NDOT administers the Fremont Transit Program FTA transit service funding and provides all Title VI program oversight for the Fremont Transit Program.

1.2 Policy

Section 601 under Title VI of the Civil Rights Act of 1964 states the following:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

The Fremont Transit Program is committed to ensuring that no person, on the basis of race, color, or national origin, shall be excluded from participation in or subjected to discrimination under its programs or services, or be denied the benefits of the level and quality of transit services provided by the agency’s employees, affiliates, and contractors.

1.3 Authorizing Legislation

Most federal transit laws are codified at Title 49 U.S.C. Chapter 53. Authorizing legislation is substantive legislation enacted by Congress that establishes or continues the operation of a federal program or agency. FTA’s most recent authorizing legislation is entitled the *Bipartisan Infrastructure Law*, signed into law on November 15, 2021.

1.4 How to Contact FTA and the Fremont Transit Program

For more information regarding the Fremont Transit Program’s Title VI Program, please contact the agency at:

Fremont Transit Program
Attn: Angie Olson
400 E Military Avenue
Fremont, NE 68025
402-727-2637
angie.olson@fremontne.gov

FTA may be contacted at:

Federal Transit Administration
Region 7
901 Locust Street, Suite 404
Kansas City, MO 64106
Phone: 816-329-3920

or

Federal Transit Administration
Office of Civil Rights
Attention: Title VI coordinator
East Building, 5th Floor-TCR
1200 New Jersey Ave., SE,
Washington, D.C. 20590

NDOT may be contacted at:

Nebraska Department of Transportation
Kimberly Baker, Civil Rights Compliance Manager
1500 Nebraska Parkway
P.O. Box 94759
Lincoln, NE 68509-4759
402-479-4544
ndot.civilrights@nebraska.gov

1.5 Governing Body

The governing body of the Fremont Transit Program comprises eight elected Fremont City Council members.

1.6 FTA Circular 4702.1B

The Fremont Transit Program's Title VI Plan has been developed to address FTA's Title VI requirements and oversight responsibilities. The plan follows the guidelines set forth in FTA Circular 4702.1B.

2 General Reporting Requirements

2.1 Assurances

The Fremont Transit Program annually submits its Certifications and Assurances to NDOT. NDOT collects the Fremont Transit Program's Title VI Assurances prior to passing through FTA funds.

2.2 Prepare and Submit a Title VI Program

The Fremont Transit Program submitted its previous Title VI Program to the NDOT Civil Rights Office in March 2024. The current Title VI Program is intended to fulfill submission requirements for the 2026–2029 reporting period.

The Fremont City Council will review and approve the current Title VI Program prior to its submission to NDOT. This approval is documented via the signature line on the cover of this Title VI Program, and

subsequent documentation will be submitted with the Fremont Transit Program's Title VI Program. The effective date of the Program will be the date of the resolution.

The Fremont Transit Program will submit its Title VI Program to the NDOT Civil Rights Office for review and approval.

2.3 Title VI Notice

The Fremont Transit Program complies with Title VI and notifies the public of the protections against discrimination afforded to them by Title VI. The notice is posted in the following public locations: (a) on the Fremont Transit Program website (<https://fremontne.gov/984/Fremont-Transit-Program>); (b) posted in a visible location inside transit vehicles; and (c) at a visible public location at Fremont Transit Program's main office. This notice has been translated in accordance with NDOT's LEP plan.¹ See **Appendix A** for a copy of the Fremont Transit Program's Title VI notice to the public.

2.4 Title VI Complaint Procedure and Complaint Form

The Fremont Transit Program has adopted the NDOT procedures and forms for investigating and tracking Title VI complaints of discrimination. The following complaint procedures are patterned after the FTA's requirements and guidance.

All FTA-related Title VI complaints filed against the Fremont Transit Program are forwarded to both the NDOT Civil Rights Compliance Manager and the NDOT Transit Program Manager in the Local Assistance Division for processing, in coordination with the NDOT Civil Rights Office. The Fremont Transit Program will maintain a log of all complaints received (see **Appendix D**), including the following:

- The date the complaint was filed
- A description of the complaint
- Dates of all significant actions taken
- All correspondence with the complainant or respondent

NDOT will review all complaints for programs and activities receiving FTA financial assistance.

The Fremont Transit Program's Title VI complaint procedures and forms are available to members of the public at <https://fremontne.gov/984/Fremont-Transit-Program> or by request. The Title VI Complaint Form has been translated in accordance with NDOT's LEP plan and is provided in **Appendix B**.

The following section describes the Fremont Transit Program's Title VI complaint procedures.

2.4.1 Filing a Transit-Related Complaint with the Fremont Transit Program

Persons Eligible to File

Any person who believes they, or any program beneficiary, has been subjected to unequal treatment or discrimination in their receipt of transit benefits and/or services on the basis of race, color, or national origin may file a Title VI complaint with the Fremont Transit Program. Complaints may be filed directly by the affected individual(s) or by a representative on their behalf.

¹ <https://dot.nebraska.gov/media/rngflsav/ndot-limited-english-proficiency-plan.pdf>

Complaint Substance and Format

To file a complaint with the Fremont Transit Program, complainants should complete and submit the agency's Title VI Complaint Form or submit a written letter containing the following information:

- The name(s) of the persons(s) filing the complaint (the complainant)
- Mailing address and phone number of the complainant(s)
- Name of the person(s) or entity alleged to have engaged in discrimination
- Date of the incident
- A detailed description of the incident
- An explanation of how the incident involved discrimination based on race, color, or national origin
- The names, mailing addresses, and phone numbers of witnesses or third parties to the incident
- Any additional information relevant to the complaint

A complaint may be filed on behalf of another person with their expressed written consent. The Title VI Complaint Form or letter of complaint must be signed by the complainant or by their authorized representative.

Time Frame for Filing Complaints

Complaints must be received no more than 180 calendar days after the alleged incident and must involve allegations of discrimination on the basis of race, color, or national origin to be investigated as an unlawful discriminatory practice under Title VI. FTA may grant an extension.

If the Fremont Transit Program receives a complaint, the Fremont Transit Program will submit the complaint to the NDOT Civil Rights Office for review.

After a complaint is received, an NDOT investigator will determine whether it meets the criteria and whether NDOT has jurisdiction. The complainant will receive an acknowledgement letter by mail about whether the investigation will proceed.

Processing and Investigating Complaints

NDOT strives to complete investigations within 90 days. At any time during the investigation, the investigator may request additional information to assist in the investigation of the incident. The complainant will be given 15 business days to respond to the request for additional information. If NDOT is not contacted by the complainant or does not receive the additional information within 15 business days, NDOT can administratively close the case. The case can be administratively closed if the complainant no longer wants to pursue the case.

Closing a Complaint

After NDOT reviews the complaint, one of two letters will be issued to the complainant: a closure letter or a letter of finding. A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A letter of findings summarizes the allegations and the interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur. Complainants have 30 days to appeal the findings of the investigation.

Contact Information

Complaint forms are available on the Fremont Transit Program website at <https://fremontne.gov/984/Fremont-Transit-Program>. For additional questions regarding the Fremont Transit Program's Title VI complaint procedures or Title VI Program, individuals may contact the Fremont Transit Program at the contact information provided in **Section 1.4**. For more information on NDOT's Title VI complaints procedure or Title VI Program, or for assistance placing a complaint in writing or for language assistance, contact the NDOT Civil Rights Office at the contact information provided in **Section 1.4**.

2.4.2 Fremont Transit Program Title VI Complaint Form

See **Appendix B** for a copy of the Fremont Transit Program's Title VI Discrimination Complaint Form.

2.5 List of Title VI Investigations, Complaints, and Lawsuits

As of the current Title VI Program submission, no transit-related complaints specific to Title VI were filed; therefore, there are no incidents to track or report. The Fremont Transit Program would use the Complaint and Lawsuit Tracking Form in **Appendix D** to conduct an investigation, receive a complaint, or file a lawsuit alleging discrimination on the basis of race, color, or national origin. The Fremont Transit Program will report all Title VI complaints to the NDOT Civil Rights Office and FTA.

2.6 Inclusive Public Participation

The Fremont Transit Program's public involvement strategy is intended to promote awareness and provide ample opportunity for the public to participate in the Fremont Transit Program's transportation decision-making surrounding projects, fares and/or service charges, and application for federal operating assistance. Examples include the following:

- Ensuring the timely dissemination of information to the public
- Considering the input and encouraging the participation of underserved groups in the Fremont Transit Program's transportation decision-making process
- Granting timely public notice and an adequate review period through this process
- Facilitating adequate public review of major project revisions
- Granting the opportunity for the review of proposed and final plans
- Encouraging and documenting public comment

For these purposes, the Fremont Transit Program will announce and hold a public hearing in the event of a fare increase, major change in service, or capital construction project. Additionally, the Fremont Transit Program will provide adequate public notice in the event of a vehicle purchase or when submitting an application for state or federal operating assistance funds with no major service changes or fare increases.

For the purpose of definition, a major change or reduction service will include a reduction in total system vehicle-hours of 10 percent or more, the elimination of service in an area with a population of 2,000 or more, the elimination of service on one or more days of the week, or a change in the type of transit service in an area with a population of 2,000 or more. A fare increase will include an increase in single ride fare for any transit service including other fare categories or a decrease in the discount(s) offered for fare categories.

Public hearings will be advertised in a newspaper of general circulation in the geographic area the project will serve at least 15 calendar days in advance of the public hearing, and the comment period will extend 15 days following the public hearing. Notice of hearings will include a concise description of the proposed project and will advertise the availability of translated copies of said hearing notice and/or other publicly released meeting documents in accordance with the Fremont Transit Program's LAP. Hearings will be held in accessible locations and at times convenient for public attendance.

Written or verbal comments from the public will be accepted during and for at least 15 days following the public hearing. These comments will be reviewed as part of the agency's decision-making process surrounding transportation projects.

An agency staff member will record and prepare formal minutes of the public hearing. These minutes will be available to the public on request. Translations of these minutes, as well as other publicly released meeting documents (e.g., announcements, surveys, comment cards), will be made available to members of the public on request. The availability of translated minutes and other public documents will be advertised on the agency's public hearing notice.

Summary of Past Outreach Efforts

The Fremont Transit Program routinely performs outreach to the public through a number of outlets (for example, public hearings; social media posts; local paper and radio station ads; local community festival parade participation; booths at events such as Manufacturing Employee Resource Fair hosted by the Fremont Area Chamber of Commerce and the Seasons of Support hosted by the Fremont Area Aging Resource Network; flyers posted at area businesses and social service organizations).

These outreach events were attended by the general public, including those who identify as minority, limited English proficiency (LEP), seniors, and persons with disabilities. The Fremont Transit Program personnel reported interactions with persons who identify as Hispanic and Spanish speaking. The staff translates English to Spanish in the office as needed.

2.7 Providing Meaningful Access to LEP Persons

Fremont Transit Program provides transportation to the general public located within a two-mile radius of the City of Fremont. Fremont Transit Program personnel report that contact with LEP persons is common and that bilingual staff members and Nebraska Language Line services have been used, as needed. The following analysis was completed to inform a Language Assistance Plan that considers the needs of LEP persons who could potentially be encountered by the agency as it administers its programs in the service area.

To facilitate this analysis, 2019-2023 America Community Survey data was analyzed for the agency's service area to inform the Four-Factor Analysis and subsequent Language Assistance Plan. The data show that the number and proportion of LEP persons in the service area is significant, with approximately 84 percent of the population estimated to speak only English. These results and the Fremont Transit Program Language Assistance Plan can be found in **Appendix C**.

Service Area Profile Conclusions

Based on the four-factor analysis, the number and proportion of non-English speaking LEP persons in the vicinity of Fremont Transit Program is significant, with Spanish-speaking LEP persons exceeding the Safe Harbor Threshold of 1,000 or more LEP persons and greater than 5 percent of the service area population. As a result, Fremont Transit Program has identified a current need to develop additional language assistance measures. Should staff encounter individuals with limited English proficiency, employees are trained to respond appropriately and to provide meaningful access to

services, as detailed in the Language Assistance Plan, using language assistance resources available through NDOT.

2.7.1 Monitoring and Updating the Fremont Transit Program LAP

The Fremont Transit Program understands that language needs will change as the service area population changes. The Fremont Transit Program will revisit the LAP every 3 years and make appropriate changes. Updates may include the following:

- The number of documented LEP person contacts encountered since the last update
- Description of how the needs of LEP persons have been addressed
- Determination of the current LEP population in the agency service area
- Determination of whether the need for language assistance has changed
- Determination of whether local language assistance has been effective and sufficient at meeting needs
- Determination of whether the agency's available outreach resources are sufficient to supply necessary language assistance
- Determination of whether complaints have been received concerning the agency's failure to meet the needs of LEP persons

2.7.2 Employee Training

The Fremont Transit Program's personnel are required to review the current Title VI Program document and sign a written statement declaring their understanding of their obligation to provide service regardless of race, color, or national origin.

Necessary personnel will be familiar with the agency's procedures for handling a potential Title VI complaint.

The Fremont Transit Program Transit Manager has taken part in the Title VI planning and training sessions through NDOT.

Additional resources for employee training include a Title VI training course hosted by NDOT and ongoing Title VI assistance and oversight provided by the NDOT Civil Rights Office.

2.8 Planning and Advisory Bodies

The City of Fremont does not have a transit-related, non-elected planning board, advisory council, or other committee. In the event such a committee were established prior to the City of Fremont's next Title VI program submission, the demographic makeup of the planning board or committee would be summarized, as required.

2.9 Equity Analysis to Determine Site or Location of Facilities

The City of Fremont Transit will complete a Title VI equity analysis during the planning stage for construction projects using FTA funds with regard to where a project is located or sited and to compare the impact of siting alternatives. The purpose of the equity analysis will be to ensure that the determination of the site or location of facilities was made without denying anyone the benefits of a federally funded program or subjecting anyone to discrimination on the basis of race, color, or national origin. Copies of subsequent equity analyses will be included in NDOT's 2029 Title VI Program submission. The City of Fremont Transit will complete an equity analysis for projects related to

facilities, including but not limited to storage facilities, maintenance facilities, operations centers, etc. NDOT follows the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

As of the publication of this Title VI Program Plan, no new location or existing facility upgrade is programmed for the time period of this plan. If one is programmed after approval, it will be amended into this document as an appendix.

3 Requests for Additional Information

The Fremont Transit Program will fully cooperate with any FTA investigation of discrimination complaints to the extent required by Title VI regulations of FTA Circular 4702.1B.

Appendix A

Fremont Transit Program Title VI Notice

Title VI Notice to the Public

Fremont Transit Program operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint of discrimination by completing and submitting the agency's Title VI Discrimination Complaint Form. This form can be downloaded on the subrecipient's website at <https://fremontne.gov/984/Fremont-Transit-Program> or requested by contacting Angie Olson at the address provided below.

To request more information on the agency's Title VI obligations or to obtain a detailed description of the agency's Title VI discrimination complaint procedures, please visit the agency website or contact the agency using the information provided. A telephone interpreter can be provided to assist persons of limited English proficiency.

Questions about Title VI? Please contact:

¿Preguntas sobre el Título VI? Por favor comuníquese con:



Subrecipient Organization: Fremont Transit Program

Attn: Angie Olson

Mailing Address: 400 E Military Avenue
City, State ZIP: Fremont, NE 68025



Phone: 402-727-2637



Email: angie.olson@fremontne.gov



Website:
<https://fremontne.gov/984/Fremont-Transit-Program>

Notificación al Público sobre el Título VI

Fremont Transit Program opera sus programas y servicios sin tomar en cuenta raza, color, u origen nacionalidad de conformidad con el Título VI del Acta de Derechos Civiles. Cualquier persona que crea que ha sido agraviada por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja de discriminación al completar y enviar el Formulario de Queja de Discriminación de Título VI de la agencia. Este formulario se puede descargar del sitio web del subreceptor en <https://fremontne.gov/984/Fremont-Transit-Program> o solicitarse comunicándose con Angie Olson a la dirección proporcionada arriba.

Para solicitar mas información sobre las obligaciones de Título VI de la agencia o para obtener una descripción detallada del procedimiento de Quejas de Discriminación del Título VI, favor de visitar la pagina de la agencia o contactar la agencia a la dirección proporcionada arriba. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.



NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

Appendix B
Fremont Transit Program Title VI Discrimination Complaint Form

Title VI Discrimination Complaint Form

Please complete, sign, and return this form to the address listed at the bottom of the page.

Complainant name												
Address				City			State			Zip code		
Phone				Email								

Person discriminated against, if different from complainant												
Address				City			State			Zip code		
Phone				Email								

Type of discrimination:	<input type="checkbox"/> Race/Color	<input type="checkbox"/> Age	<input type="checkbox"/> Sex	<input type="checkbox"/> National origin	<input type="checkbox"/> Disability	<input type="checkbox"/> Other
Date of incident						

Please provide the date and location of the alleged discriminatory actions, including both the earliest and most recent incidents.

Please provide a brief and clear account of the discriminatory incident, including details of what happened, who was involved and any differential treatment compared to others. You may also include supporting materials for your complaint. Please attach any additional written or supporting information that you believe is relevant to this complaint.

Please provide the names and contact information of persons, including witnesses or others, whom we may contact for additional information to investigate your complaint.

To process your complaint, please ensure it is signed and dated below.		MAIL 	
Signature			
Date		EMAIL 	

OFFICE USE ONLY				
Received by			Date received	

Título VI Formulario de queja por discriminación

Complete, firme y envíe este formulario a la dirección que aparece en la parte inferior de la página.

Nombre del denunciante							
Dirección		Ciudad		Estado		Código postal	
Teléfono		Correo electrónico					

Víctima de la discriminación, si es diferente del denunciante							
Dirección		Ciudad		Estado		Código postal	
Teléfono		Correo electrónico					

Tipo de discriminación:	<input type="checkbox"/> Raza/Color	<input type="checkbox"/> Edad	<input type="checkbox"/> Sexo	<input type="checkbox"/> Nación de origen	<input type="checkbox"/> Discapacidad	<input type="checkbox"/> Otra opción
Fecha del incidente						

Proporcione la fecha y el lugar de las supuestas acciones discriminatorias, incluidos tanto los incidentes más tempranos como los más recientes.

Proporcione un informe breve y claro del incidente discriminatorio, incluidos los detalles de lo que sucedió, quién estuvo involucrado y cualquier tratamiento diferencial en comparación con otros. También puede incluir materiales de respaldo para su queja. Adjunte cualquier información adicional por escrito o de apoyo que considere relevante para esta queja.

Proporcione los nombres y la información de contacto de las personas, incluidos los testigos u otras personas, con quienes podamos comunicarnos para obtener información adicional para investigar su queja.

Para procesar su queja, asegúrese de que esté firmada y fechada a continuación.	
Firma	
Fecha	

DIRECCIÓN POSTAL 

CORREO ELECTRÓNICO 

SOLO PARA USO DEL OFICINA			
Recibido por		Fecha de recepción	

Appendix C

Fremont Transit Program Language Assistance Plan

LANGUAGE ASSISTANCE PLAN

PREPARED BY

The City of Fremont

LANGUAGE ASSISTANCE PLAN

As a result of a Four Factor Analysis, the City of Fremont has developed a Language Assistance Plan for the Fremont Transit Program. The Language Assistance Plan addresses the identified needs of the LEP persons the City of Fremont serves, the process by which the City of Fremont will monitor and update the LAP.

The City of Fremont understands that the actions the City of Fremont is expected to take to meet its LEP obligations depend upon the results of the Four Factor Analysis including the services the Fremont Transit Program offers, the Fremont Transit Program's service area, the resources the City of Fremont, and the costs of various language service options. However, the City of Fremont is to take reasonable steps to ensure meaningful access to LEP persons. The meaningful access is based upon a reasonableness standard that is both flexible and fact dependent.

1. The procedures the City of Fremont used to identify LEP persons with whom the City of Fremont has contact, the size of LEP populations, and the languages of LEP populations.

The City examined the 2023 American Community Survey 5-year estimates and determined that out of the 25,434 residents over the age of 5 years, 4,035 speak a language other than English. Out of these 4,035, 1,627 speak English "less than very well." Of the LEP persons in Fremont, 1,434 or 5.6% speak Spanish.

The City will consider these LEP persons. The Fremont Transit Program has experienced encounters with LEP persons in the past and has used bilingual staff members and Language Line services.

2. Points and types of contact the Fremont Transit Program may have with LEP persons.

DOT's General LEP Guidance states that written translations of vital documents should be provided for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered.

The City of Fremont has determined that because there are more than 1,000 Hispanic or Latino residents, who may speak English less than very well, the City will translate vital Fremont Transit Program documents into Spanish. Other language groups in the City of Fremont had few LEP persons and therefore did not meet the threshold to require written translation of vital documents into those languages. The City of Fremont will provide oral interpretation as needed to all LEP persons requesting such services.

The City of Fremont will provide the appropriate level of oral interpretation and written translation services based on the four-factor analysis.

3. Ways in which language assistance will be provided by the City of Fremont and the plan for outreach to LEP populations.

Public Hearing notices for Fremont Transit Program capital projects and planning shall be published (written or oral) in the most common language, after English, and any language reflecting more than 5% of the reported municipal population.

4. The City of Fremont's plan for training Fremont Transit Program staff members on LEP guidance and the LAP.

The City of Fremont will provide a copy of this plan to Fremont Transit Program staff and will also provide training as to its contents and what is required of them under its policies. This training shall include the types of services available to individuals and how to access them and updates of substantive changes. New Fremont Transit Program employees will receive this plan and the same training as part of their orientation.

5. A list of Vital Documents to be translated, the languages into which they will be translated and the timetable for translations.

Due to financial constraints and undemonstrated need at this time for certain program documents to receive written translation, the City of Fremont will focus its resources on providing written translations for LEP populations with the greatest language needs for essential public information.

The following vital documents have been translated into Spanish and made available on the City of Fremont's Fremont Transit Program webpage:

- Fremont Transit Program Handbook
- ADA Manual, Grievance Processes and Forms
- Fremont Transit Program Title VI Non-Discrimination Policy and Complaint Forms

The following will be added to the NDOT website.

- General Complaint Procedure/Form

These documents will be translated into Spanish or other languages as the need arises:

- Public Meeting/Hearing Information
- Public Meeting/Hearing Comment Sheets
- Legal Notices of Public Meetings/Hearings

The City uses Google Translate on its website to allow users to translate any page or document on the site to a foreign language, including Spanish. The City recognizes Google Translate does not always provide accurate translations.

6. The City of Fremont’s plan for translating informational materials that detail services and activities provided to Beneficiaries and the City of Fremont’s plan for providing appropriately translated notices to LEP persons.

The City will also seek funding to translate its Fremont Transit Program vital documents into the languages spoken by groups of LEP people in Fremont that exceed 1,000 people. To determine which documents are vital, the City has considered the importance of the program, information or service involved and the consequence to the person with LEP if the information is not provided accurately or in a timely manner. The City has also considered that awareness of rights or services is an important part of “meaningful access.”

The City will seek funding and/or utilize services provided by NDOT to translate Fremont Transit Program documents into Spanish. In selecting translators, the City will bear in mind the skill of translating is different than the skill of interpreting. Nevertheless, like interpreters, translators must be competent. Competency does not necessarily mean formal certification as a translator, but certification is preferable. If a translator is not certified, membership in a professional translation association may be another indicator of competence.

7. The City of Fremont’s plan for providing interpreters for large, medium, small and one-on-one meetings.

When needed, the City will provide in-person interpretation upon request in advance of public hearings related to the Fremont Transit Program.

8. The City of Fremont’s plan for developing community resources, partnerships, and other relationships to help with the provision of language services.

The City of Fremont shall promote an organizational culture which supports the LEP Assistance Plan by encouraging the hiring of bilingual employees. The City will consider providing bilingual pay for any qualified employee as approved by the City Administrator. A list of employees and their languages(s) shall be made available to the City’s customer service employees.

9. The City of Fremont’s plan for monitoring and updating the LAP.

In order to ensure that LEP persons know that the language services described in this Plan are available, the City will post notices on its Fremont Transit Program webpage and in its Fremont Transit Program office in the most common languages that free language assistance is available.

The City will continue to explore and implement other outreach efforts and will keep Fremont Transit Program staff informed.

The City will continue to monitor its LEP services in light of state and federal requirements, changes to the City’s documents and procedures, changes to the composition of the City’s LEP population, and the effectiveness of its language translation services. This Plan will be updated periodically based on the City’s findings.

COMPLAINTS

If you believe that you have been denied the benefits of this Language Assistance Plan, you may file a written complaint by mail to:

The City of Fremont
Fremont Transit Program
Transit Manager
400 E. Military Ave.
Fremont, NE 68026
402-727-2637
Dakota.buesing@fremontne.gov

Appendix D

Fremont Transit Program Title VI Complaint Investigation Log

Title VI Complaint and Lawsuit Tracking Form

Title VI Complaints							
Complainant Name	Date of Incident	Date Filed	Summary of Complaint (include basis of complaint: race, color, or national origin)	Complaint resulted in investigation? (Y/N)	Status of complaint: active or closed?	Summary of Findings OR Reason Complaint was not Investigated (N/A if active)	Notes

Title VI Lawsuits						
Name of Plaintiff	Date of Incident	Date Filed	Allegation(s)	Status: Active or Closed?	Result (N/A if active)	Notes

Submitted by:

Subrecipient Organization: Fremont Transit Program

Attn: Angie Olson

Address: 400 E Military Avenue

City, State ZIP: Fremont, NE 68025

Phone: 402-727-2637

Email: angie.olson@fremontne.gov



RESOLUTION NO. 2026-034

A Resolution authorizing the Mayor to execute the Title VI Nondiscrimination Assurances, a requirement of for the 5311 Rural Public Transportation grant funding.

WHEREAS, updated Title VI Nondiscrimination Assurances are required as part of the 5311 Rural Public Transportation federal funding program; and,

WHEREAS, 5311 Rural Public Transportation funding supports a portion of the Fremont Transit Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fremont, Nebraska, authorizes the Mayor to execute the updated Title VI Nondiscrimination Assurances.

PASSED AND APPROVED THIS 10th DAY OF FEBRUARY 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Eric Fuhrmeister, Water/Sewer Superintendent
DATE: February 10, 2026
SUBJECT: Service Contract for Well Pump

Recommendation: Approve Resolution 2026-037 authorizing the Mayor to sign the proposal and contract for Well Pump Service to The Cahoy Group in the amount of \$67,601.40

Background:

City Drinking Water well pumps #5 and #9 have reached eleven and ten years of use since last service. Drinking water wells are scheduled for service every ten years. Staff recommend proceeding with planned pull, inspection, and servicing of both pumps to minimize disruption and ensure reliable operation. Contractors included screen cleaning, which will be performed if necessary.

Three quotes were received to perform the Well Pump servicing:

BIDDER:	TOTAL:
The Cahoy Group	\$67,601.40
Layne	\$83,250.00
Sargent Drilling	\$64,500.00

Staff performed an analysis of the proposals and determined that The Cahoy Group was the lowest, responsible bidder.

The Utility and Infrastructure Board will consider this item at their February 10, 2026, meeting.

Fiscal Impact: Budgeted expense in the amount of \$67,601.40.

				Screen Clean		TAX				
PROJECT NUMBER	2	BIDDER	RANK	BASE BID	ALT 1	ALT 2	TOTAL BID	SUBS LISTED	BOND ATTACHED	QUAL. VERIFIED
PROJECT NAME	Well Pump Service 2026	The Cahoy Group		\$ 46,885.00	\$ 16,000.00	\$ 4,716.40	\$ 67,601.40	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ARCHITECT		Layne		\$ 83,250.00	inc	n	\$ 83,250.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BID DATE	01/29/2026	Sargent Drilling		\$ 54,950.00	\$ 5,050.00	\$ 4,500.00	\$ 64,500.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LOCATION							\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ARCHITECT'S EST.							\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
							\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DATE							\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAME							\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TITLE							\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SIGNATURE							\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
							\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
							\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
							\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
							\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
							\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
							\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



CAHOY PUMP SERVICE

The Premier Provider of Municipal, Industrial, & Water Well Services

Quote:
Job Number:
Purchase Order #

Mike Parde
Fremont Dept. of Utilities
3000 East 1st St.
Fremont, NE 68025
Phone: 402 727-2613 / 402 720-7903 Cell
email: mike.parde@fremontne.gov

Job Description:

Well Pump Service 2026 #5 & #9

QUANTITY	DESCRIPTION	PRICE	TOTAL
1	Job Mobilization/ Demobilization		
1	Well #5 Pull & Set Pump		
20	Shop Labor- Tear Down, Inspect w/ Report, & Reassemble		
1	Sand Blasting		
1	Epoxy Painting- Pump, Column Pipe, & Discharge Head		
1	Stuffing Box Bearing		
5	Lineshaft Rubber Bearings		
1	Complete Chemical Treatment W/ AIRBURST		
1	Chemicals		
1	TV Survey		
1	Misc. Items Airline Fittings Etc.		
1	Well #9 Pull & Set Pump		
20	Shop Labor- Tear Down, Inspect w/ Report, & Reassemble		
1	Sand Blasting		
1	Epoxy Painting- Pump, Column Pipe, & Discharge Head		
1	Stuffing Box Bearing		
6	Lineshaft Rubber Bearings		
1	Complete Chemical Treatment W/ AIRBURST		
1	Chemicals		
1	TV Survey		
1	Misc. Items Airline Fittings Etc.		
	Any additional recommended repair parts will quoted for approval prior to installation.		
		TOTAL	62,885.00

The undersigned Purchaser hereby agrees with the work described with the understanding that Cahoy Group will not be held liable for any damage in anyway whatsoever for failure to complete the described work, nor for any injury or damage resulting from Cahoy Group or it's subcontractor's efforts to perform such work, or for delay resulting from completion of same. All work described herein will be provided as quoted above. Any additional repairs or changes in work scope will be quoted and approved prior to proceeding. Quote is good for 60 days.

Purchaser

By: _____
Title: _____
Date: _____

Contractor

Cahoy Group

By: Anthony Sherman
Title: Regional Sales Manager
Date: 1/26/2026

Phone: (515) 210-0385 Fax: (563) 578-1135 Email: anthony@cahoypump.com

Contract

THIS CONTRACT AND AGREEMENT, made and entered into this 10th day of February, 2026, by and between the CITY OF FREMONT, Nebraska, a municipal corporation (hereinafter called the “Owner”) and The Cahoy Group and hereinafter called the “Contractor.”

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Contractor and Owner agree as follows:

1. Payment: That the Contractor, for and in consideration of the sum of \$67,601.40, payable as set forth in the Contract Documents, constituting a part of this Contract and incorporated herein by reference, hereby agrees to complete the Well Pump Service Project in accordance with the specifications and other contract documents.
2. Contract: Contract documents include the specifications, including the general conditions, supplementary conditions, technical specifications and the bid proposal.
3. Claims and Costs: The Contractor herein agrees to pay all just claims for materials, supplies, tools, fuels, lubricants, equipment, equipment rental, machinery, insurance premiums, and services used or consumed in the construction of the work by him or any of his subcontractors, and for the payment of all laborers and mechanics for all labor performed in the work by him or any of his subcontractors, and for all other just claims filed against him or any of his subcontractors in carrying out the provisions of this contract and further agrees that the Bonds shall be held to cover all such claims.
4. Unemployment: The Contractor agrees to pay the Unemployment Compensation Fund of the State of Nebraska the unemployment contributions and interest due under provisions of Nebraska Law (Section 48-601 to 48-669) on wages paid to individuals employed, and to comply with the conditions regarding Fair Employment Practices as contained in the Nebraska Statutes (Section 48-1101 through 48-1125) in the performance of this Contract.
5. Assignment: The Contractor shall not assign this Contract or any moneys due or to become due without the prior written consent of the Owner. The Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.
6. Work to be completed: It is understood and agreed that the Contractor shall not do any work or furnish any material not covered and authorized by this Contract, except under an executed Change Order. Any such work which may be done or any such materials which may be furnished by the Contractor without such written order first being given, shall be at his own risk, cost and expense; and the Contractor hereby covenants and

agrees that he shall make no claim for compensation for any work so done or any materials so furnished.

7. Conflicts: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this Contract.
8. Ordinances: Contractor shall conduct all work to conform to all municipal, state, and federal codes and regulations as required by law.
9. Delays by Contractor: Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
10. Insurance: Contractor shall provide insurance coverage for not less than amounts or greater where required by Law.
 - a. Workers Compensation and related coverage
 - i. State: Statutory
 - ii. Applicable Federal: Statutory
 - iii. Employer's Liability: \$50,000
 - b. Contractors General Liability: Shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor
 - i. General Aggregate: \$3,000,000
 - ii. Products – Completed Operations Aggregate \$3,000,000
 - iii. Each Occurrence (Bodily Injury and Property Damage) \$3,000,000
 - iv. Excess or Umbrella Liability
 1. General Aggregate \$5,000,000
 2. Each Occurrence \$5,000,000
 - c. Automobile Liability
 - i. Bodily Injury (Each Person) \$1,000,000
 - ii. Bodily Injury (Each Accident) \$1,000,000
 - iii. Property Damage (Each Accident) \$1,000,000
 - d. Contractor Liability
 - i. Bodily Injury
 1. Each Accident \$3,000,000
 2. Annual Aggregate \$3,000,000
 - ii. Property Damage
 1. Each Accident \$3,000,000
 2. Annual Aggregate \$3,000,000
 - e. Contractual Liability Coverage

- i. General Aggregate \$3,000,000
- ii. Each Occurrence (Bodily Injury and Property Damage) \$3,000,000

11. Liquidated Damages: Contractor acknowledges that actual damages incurred by Owner as a result of the Contractor's failure to meet the completion date and the performance guarantees would be difficult to determine. If the project is not successfully completed on or before May 1, 2024, then Contractor shall pay Owner \$100.00 per day until such time that the project is completed. Both parties agree that the liquidated damages provisions in this article are reasonable and appropriate measures of the damages for such performance shortfalls and not a penalty.
12. Subcontractors: Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.
13. Permits: Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract).
14. Stopping Work: If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.
15. Correcting Defective Work: If Contractor fails within a reasonable time after written notice from Customer to correct defective Work, or to remove and replace defective Work as required by Customer, then Customer may, after 7 days' written notice to Contractor, correct or remedy any such deficiency. In exercising the rights and remedies under this Paragraph 15, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors,

consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 15 will be charged against Contractor as set-offs against payments due. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

16. Termination for Cause: The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

- Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
- Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
- Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
- Contractor's repeated disregard of the authority of Owner

Contractor shall have ten (10) days following receipt of notice from Owner to cure the basis for termination, to the satisfaction of Owner.

If Owner proceeds as provided in Paragraph 16, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

17. Termination for Convenience: Upon 7 days' written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work.

18. Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

19. Counter-parts: Counterparts, electronic copies, and other signed copies of this Agreement shall be enforceable as if the same were an original signed version.

20. Survival: All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.
21. E-Verify: The Contractor shall register with and use a Federal Immigration Verification System to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska. The prime Contractor shall contractually require every subcontractor to register with and use a Federal Immigration Verification System to determine the work eligibility status of newly hired employees physically performing services within the State of Nebraska. The Federal Immigration Verification System shall be an electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program. The Contractor may use an equivalent Federal Program designated by the United States Department of Homeland Security or other Federal Agency authorized to verify the work eligibility status of a newly hired employee. The equivalent program shall comply with the Immigration Reform and Control Act of 1986.
22. Jurisdiction: The Contract shall be governed and construed in accordance with the laws of the State of Nebraska, without giving effect on the principles of conflicts of laws.

IT WITNESS WHEREOF, we, the contracting parties by our agents hereto affix our signatures and seals.

OWNER: City of Fremont

CONTRACTOR:

By: _____

By: _____

Title: Mayor, City of Fremont NE.

Title: _____

WITNESS:

ATTEST: (Witness)

By: _____

By: _____

Title: City Clerk, City of Fremont NE.

RESOLUTION NO. 2026-037

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign the proposal and contract for Well Pump Service with The Cahoy Group in the amount of \$67,601.40.

WHEREAS, drinking water well pumps #5 and #9 have reached ten years of continuous use since last service; and,

WHEREAS, quotes were solicited and received for the pull, inspection, and servicing of two well pumps and casings; and,

WHEREAS, the Cahoy Group was determined to be the lowest, responsible bidder.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont, Nebraska authorizes the Mayor to sign the proposal and contract for Well Pump Servicing to the Cahoy Group in the amount of \$67,601.40 and authorize the Mayor to sign the proposal.

PASSED AND APPROVED THIS 10th DAY OF FEBRUARY 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

City of Fremont

Internal Control Policy: Use of Artificial Intelligence (AI)**

Resolution 2026-035

A Resolution of the City of Fremont, Nebraska establishing procedures for the Responsible use of Artificial Intelligence by City Officials and Employees.

1. Purpose

The purpose of this policy is to establish internal controls governing the appropriate, ethical, secure, and transparent use of Artificial Intelligence (AI) tools by City and Department of Utilities employees. This policy ensures AI is used in a manner that protects confidential information, maintains compliance with state and federal regulations, and supports efficient and accountable municipal operations.

2. Scope

This policy applies to all City and Utilities employees, officers, and officials who use AI tools or AI-generated outputs while conducting City business. Any violation of this Policy may result in discipline as applicable, which may include but not be limited to termination or removal.

3. Definitions

- **Artificial Intelligence (AI):** Software systems that generate content, make predictions, identify patterns, or assist in decision-making (e.g., large language models, generative AI, machine learning tools).
- **AI Output:** Text, images, code, calculations, recommendations, or any other content generated by AI.
- **Confidential or Protected Data:** Any data protected and/or restricted by law, contract, policy, or ethical requirement (e.g., HIPAA-restricted data, PCI, PII, employee records, confidential legal matters, proprietary engineering documents).

4. Policy Requirements

4.1 Acceptable Uses

AI may be used to:

- Draft documents, reports, presentations, templates, staff communications, or process maps.
- Support research, brainstorming, and non-binding policy development.
- Assist with automation of routine tasks where approved (e.g., data categorization, summarization).
- Enhance public communication materials, provided content is reviewed and approved by appropriate staff prior to publication.
- Support customer service functions (e.g., FAQs, chatbots) with supervisory oversight.

AI tools **may assist** but shall **not** replace human judgment. Final decisions and approvals remain the responsibility of City personnel.

4.2 Prohibited Uses

Employees **shall not** use AI tools to:

1. Upload, input, or share confidential or protected data, including but not limited to:
 - Employee or personnel information
 - Financial account numbers
 - Utility customer records
 - Vendor proprietary data
 - Critical infrastructure details restricted for security purposes
 - Draft contractual terms not yet public
 - Information subject to attorney–client privilege
 - Trade Secrets
 - Confidential Licensed Information
2. Generate or approve:
 - Legal opinions
 - Binding financial decisions or forecasts
 - Ordinance or policy changes without review by appropriate legal/administrative staff

- Safety-critical engineering recommendations
 - 3. Automate approvals, signatures, or any action that creates a binding record without required human oversight.
 - 4. Introduce AI tools not vetted or approved by the IT Department (e.g., browser plug-ins, external applications, API integrations).
-

4.3 Human Review and Verification

All AI-generated outputs must undergo review by the employee and, when applicable, supervisory staff.

Review must ensure:

- Accuracy and completeness
- Compliance with policy, law, and regulations
- Preservation of tone, intent, and factual correctness in public-facing content
- Removal of any fabricated citations (“hallucinations”)

AI outputs **are advisory or brainstorming only** until validated by such review.

4.4 Data Security and Privacy Controls

To maintain compliance with state and federal requirements and to protect sensitive operational information:

- Only City-approved AI tools may be used on City-issued devices.
 - Employees must follow cybersecurity best practices as advised by the City IT department for City business.
 - No confidential or restricted data may be pasted, uploaded, or transmitted to AI platforms not designated as secure.
 - Data classification rules must be followed when determining whether content may be processed by AI.
 - Utility infrastructure maps, SCADA details, system vulnerabilities, outage data, penetration testing results, and emergency plans are **strictly prohibited** from being used in AI systems.
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4.5 Transparency and Recordkeeping

- When AI is used to substantially contribute to a final work product (e.g., staff reports, public documents), employees should note internally that AI assisted in the drafting process.
 - AI-generated content incorporated into official documents must follow State retention schedules and be stored only on City-approved platforms.
 - Outputs that directly inform a decision or recommendation must be retained as part of the project file.
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4.6 Procurement and System Integration

Before procuring or integrating any AI-enabled system (e.g., automated customer service, meter data analytics, predictive maintenance tools), departments must:

- Obtain IT review and security assessment
 - Conduct legal and compliance review, including vendor privacy policies
 - Evaluate the impact on public records, data ownership, and retention requirements
 - Ensure contractual terms protect the City's data and prevent unauthorized model training on City information
-

4.7 Training and Awareness

Employees using AI tools shall receive information or training that covers:

- Identifying confidential vs. non-confidential data
 - Approved AI applications and proper usage
 - Risk awareness (e.g., hallucinations, bias, misinformation)
 - Ethical considerations and transparency requirements
 - Records retention implications
-

4.8 Monitoring and Compliance

- IT and Administration may monitor AI usage to ensure compliance, evaluate tool effectiveness, and identify misuse or security risks.

- Violations of this policy may result in corrective action, up to and including revocation of system access, disciplinary action, or legal consequences where applicable.
 - Suspected misuse or breaches must be reported immediately to IT and the City Administrator/Utility General Manager.
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5. Policy Review

This policy may be reviewed **annually** or more frequently as technology, regulations, or operational needs evolve. Any updates require approval by the City Council.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Fremont, Nebraska authorizes the Artificial Intelligence (AI) Policy as outlined herein.

PASSED AND APPROVED THIS 10th DAY OF FEBRUARY, 2026.

Dev Sookram, Mayor

ATTEST:

Michael Chatterson, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Chris Gunderson, Director of Information Systems
DATE: February 10, 2026
SUBJECT: Staff Use of Artificial Intelligence (AI) Platforms

Recommendation: Approve Resolution 2026-035 authorizing the City of Fremont/Department of Utilities AI Policy for Staff and Elected Officials

Background:

Artificial Intelligence (AI) assisted software platforms such as ChatGPT, Canva, and Microsoft Copilot are becoming increasingly available. Many other software applications contain some form of AI-integration or AI tools built into them.

The rapidly growing availability of AI-assisted tools makes it necessary to adopt an official policy governing responsible use of AI platforms and tools by City of Fremont and Fremont Department of Utilities elected officials and staff.

The proposed policy has been reviewed by legal staff and is presented for review by the Fremont City Council.

Fiscal Impact: None