



**CITY OF
FREMONT
NEBRASKA**

**COMMUNITY DEVELOPMENT AGENCY
MEETING**

**January 14, 2020 – 7:00 P.M.
City Council Chambers 400 East Military,
Fremont NE
AGENDA**

1. Meeting called to order
2. Roll call
3. Public hearing and Resolution 2020-001 to approve redevelopment plan for Fremont Mall Rehabilitation including a request for designation as an enhanced employment area and imposition of a one percent occupation tax on sales (staff report) **Continue indefinitely at applicant request**
4. Adjournment

**CITY COUNCIL MEETING
January 14, 2020**

**City Council Chambers 400 East Military, Fremont NE
REGULAR MEETING – 7:00 P.M.
AGENDA**

REGULAR MEETING:

1. Meeting called to order
2. Roll call
3. Mayor comments
(There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)
4. Motion to adopt current agenda for January 14, 2020 Regular Meeting

PUBLIC HEARINGS:

5. Ordinance 5517 to create a clean energy assessment district; to establish definitions; to provide for the financing, administration, and collections, to promote energy efficiency improvements and renewable energy systems known as Property Assessed Clean Energy (PACE) District (second reading) (staff report)
6. Resolution 2020-001 to approve redevelopment plan for Fremont Mall Rehabilitation including a request for designation as an enhanced employment area and imposition of a one percent occupation tax on sales (staff report) **Continue indefinitely at applicant request**
7. Ordinance 5521 for a Change of Zone from UR, Urban Residential to SC, Suburban Commercial

property generally located on the west side of N. Clarkson St. between the hospital access road and 30th Streets (first reading) (staff report)

8. Ordinance 5522 for a Change of Zone from R, Rural to PD, Planned Development to develop up to 290 multifamily dwelling units, 113 attached single family units consisting of duplex, triplex and row house designs along with commercial uses known as Bluestem Commons property generally located at the southwest corner of Luther Road and County Road T (staff report) **Continue to January 28, 2020 at applicant request**
9. Resolution 2020-002 for a Preliminary Plat generally consisting of 5 multifamily residential lots, 2 commercial lots, and 113 attached single family lots and 3 out lots for Bluestem Commons property generally located at the southwest corner of Luther Road and County Road T (staff report) **Continue to January 28, 2020 at applicant request**
10. Resolution 2020-003 for a Final Plat generally consisting of 2 out lots, 63 attached single family, and 3 multifamily lots for Bluestem Commons property generally located at the southwest corner of Luther Road and County Road T (staff report) **Continue to January 28, 2020 at applicant request**
11. Ordinance 5523 to amend Section 11-920 of the City of Fremont UDC to amend the definitions of Front Yard, Side Yard, Street Side Yard and Rear Yard (staff report)

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

12. Motion to approve December 31, 2019 through January 14, 2020 claims and authorize checks to be drawn on the proper accounts (staff report)
13. Receive Report of the Treasury
14. Dispense with and approve December 30, 2019 City Council Meeting Minutes
15. Resolution 2020-004 authorizing the Mayor to execute an agreement with NE/IA Agronomic Services for Biosolids management (staff report)
16. Motion authorizing Mayor to sign Deed of Reconveyance, Kudrna, 1236 N. Platte Avenue (staff report)
17. Resolution 2020-005 extending the term of the Fremont Lottery Operator Agreement for a five year period ending February 25, 2025 (staff report)
18. Resolution 2020-006 authorizing Mayor to sign Comprehensive Annual Banner Permit with the Nebraska Department of Transportation, (NDOT) (staff report)
19. Resolution 2020-007 to approve contract with CenturyLink to upgrade the VIPER 911 system (staff report)
20. Move to appoint Dominic Savio as Police Sergeant per Mayor recommendation (staff report)
21. Resolution 2020-008 levying a special tax and assessment against Lot 13, Block 4, Northside to the (owner: Atlantica, LLC) to pay the costs of weed and debris removal (staff report)
22. Resolution 2020-009 authorizing purchase of 2020 Ford F-150 4x4 crew cab Pickup Truck (staff report)
23. Resolution 2020-010 to purchase a new Jet Truck from Mid-Iowa Solid Waste Equipment (staff report)

UNFINISHED BUSINESS: requires individual associated action

24. Ordinance 5512 amending Chapter 3, Section 3-230 of the Fremont Municipal Code titled Municipal Sewerage System; charge and considerations for connections (second reading) (staff report)
25. Mayor Getzschman item - Ordinance 5519 pertaining to the sale and conveyance of real estate, a portion of Lot 4 of the Nelson Business Park owned by the City of Fremont, Nebraska to Del Peterson and Associates, Inc., a Nebraska Corporation, pursuant to Nebraska law (final reading) (staff report)
26. Council Member Jacobus Item - Discussion and Motion to Reconsider and Revise Resolution 2019-229 of the City Council of the City of Fremont, Nebraska, passed November 12, 2019, approving a Conditional Use Permit for Four Triplex Dwelling Units on property generally located at Linden and K Streets (report)
27. Resolution 2019-209 of the City Council of the City of Fremont, Nebraska approving the City Council Meeting Agenda Policy

NEW BUSINESS: requires individual associated action

28. Resolution 2020-011 governing regular and special city council meeting agendas (staff report)
29. Ordinance 5524 amending Chapter 9 – Fee Schedule - Appendix A of the Fremont Municipal Code (first reading) (staff report)
30. Ordinance 5525 pertaining to the sale and conveyance of real estate to Travis (T.J.) Bird and Molly Bird, a Nebraska sole proprietor (staff report)
31. Council Member Jacobus Item - Discussion and Motion to entertain and approve authorization of the City Attorney to draft a letter of inquiry and complete the requisite forms required to obtain a formal written opinion from the Nebraska Accountability and Disclosure Commission regarding the Mayor's potential conflict of interest in the participation, discussion, advocacy and the casting of the deciding vote in the passage of Ordinance 5507, which was a conditional requirement of Resolution 2019-229 (report)
32. Council Member Yerger Item - Discussion of the Ordinance 5507 implementation process, requisite actions and a motion that would clarify, assure accuracy and/or correct any procedural malfeasance in regard to the passage and final language of Ordinance 5507, as amended at the November 26, 2019 Council meeting (report)
33. Adjournment

Agenda posted at the Municipal Building on January 8, 2020 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on January 8, 2020. This meeting is preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

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

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

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

7. Applause, booing, or other indications of support or displeasure with a speaker are not permitted.
8. Any person violating these rules may be removed from the Council Chambers.

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

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

Staff Report

TO: Community Development Authority
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: January 14, 2020
SUBJECT: Request for Amendment to 23 & Bell Redevelopment Plan for the Fremont Mall Project, to designate the property as an Enhanced Employment Area and to impose a 1% occupation tax on sales.

Recommendation: Approve Resolution # 2020-001

Background:

This is a request for an amendment to the Redevelopment Plan for the 23rd & Bell Redevelopment Area to create the Fremont Mall Rehabilitation Redevelopment Project. The plan proposes the designation of the Fremont Mall as an Enhanced Employment Area. The redevelopment is proposed to be financed via the imposition of a 1% occupation tax on sales.

The 23 & Bell Redevelopment area was declared blighted and substandard by the Fremont City Council on July 15, 2014. The 23 & Bell Area Redevelopment Plan was approved July 29, 2014. An amendment to the Redevelopment Plan for the Fountain Springs elderly housing consisting of 32 units was approved by the City Council on December 29, 2015. The Fountain Springs 55+ apartment project was approved in August of 2019.

The Redevelopment Plan states that the mall contains approximately 231,846 square feet in the main mall building of which approximately 81,669 square feet (35%) are vacant. The vacancies have occurred primarily over the last 5 years.

The Redevelopment Plan states that the mall has suffered deferred maintenance due to the loss of revenue from vacancies.

The Redevelopment Plan proposes relocation of interior walls, refacing the entrance to the mall, roof repair, rehabilitation of the HVAC system, replacement of exterior lights, and interior rehabilitation for tenant relocation to the Mall.

The Planning Commission held a public hearing on this item on December 16, 2019. The Planning Commission found that the proposal was in compliance with the Comprehensive Plan with a 5-4 vote with Sawyer, Nielsen, Borisow, Gifford and Bowen voting in favor and Carlson, Landholm, Horeis and Sookram voting nay.

18-2103(28) of the Nebraska Revised Statutes defines what work is considered a redevelopment project. A redevelopment project may include land acquisition, installation of public improvements, preparation of the plan, and survey work, among other things.

The Redevelopment Plan states:

“The proposed site plan and private sector improvements will comply with the City’s minimum open space, pedestrian way, landscaping, lighting, and parking standards as defined in the Zoning and Subdivision Ordinances, Building Codes, or other local ordinances. In addition, the City may elect to require additional standards in these areas as described in a written redevelopment agreement in order to help remove blight and substandard conditions.”

The property is currently zoned PD, Planned Development.

The Redevelopment Plan estimates that the Enhanced Employment Area eligible costs total \$3,387,644. An additional \$1,402,230 in privately financed improvements are proposed.

The “Blue Print for Tomorrow” Comprehensive Plan states that goals for economic development include:

- “1. Expand the tax base;
2. Promote new capital investment;
3. Grow new, good jobs;
4. Increase household wealth; and
5. Support the formation of new businesses.”

Findings:

The area was declared blighted and substandard in July 2014.

The proposed uses are consistent with the Comprehensive Plan.

The proposed redevelopment projects are in the best economic interest of the City of Fremont.

CDA

RESOLUTION NO. 2020-001

RESOLUTION RECOMMENDING APPROVAL OF AN AMENDMENT TO THE 23RD AND BELL REDEVELOPMENT PLAN BY ADOPTION OF THE REDEVELOPMENT PROJECT FOR THE FREMONT MALL REHABILITATION, INCLUDING A REQUEST FOR DESIGNATION AS AN ENHANCED EMPLOYMENT AREA AND THE IMPOSITION OF A ONE PERCENT OCCUPATION TAX ON SALES; FOR PROPERTY LOCATED BETWEEN MEDICAL PARK DRIVE AND YAGER ROAD, NORTH OF E. 23RD STREET; APPROVAL OF RELATED ACTIONS; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Recitals:

WHEREAS: The Mayor and Council of the City of Fremont, Nebraska (the "City"), upon the recommendation of the City Planning Commission (the "Planning Commission"), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"), has previously declared an area, including an area legally described on the attached Exhibit A (the "Redevelopment Area"), to be blighted and substandard and in need of redevelopment; and

WHEREAS: Pursuant to and in furtherance of the Act, a Redevelopment Plan (the "Redevelopment Plan"), has been prepared and submitted to the Planning Department of the City of Fremont and the Community Development Agency of the City (the "Agency"), in the form of the attached Exhibit B, for the purpose of redeveloping the Redevelopment Area; and

WHEREAS: The Redevelopment Plan constitutes an amendment to the 23rd and Bell Redevelopment Plan by specifying the Fremont Mall Rehabilitation Project and to designate the Fremont Mall as an enhanced employment area; and

WHEREAS: The Redevelopment Area is currently zoned PD, Planned Development; and

WHEREAS: Pursuant to the Redevelopment Plan, the Agency would agree to: designate the Redevelopment Area as an Enhanced Employment Area; incur indebtedness; make a grant for the project specified in the Redevelopment Plan (the "Project") and agree with the City of Fremont to impose a one percent occupation tax on sales in the Enhanced Employment Area, in accordance with and as permitted by the Act; and

WHEREAS: A public hearing on the proposed amendment to the 23 & Bell Redevelopment Plan was held by the Planning Commission on December 16th, 2019, and subsequently by the Community Development Agency on January 14th, 2020; and

WHEREAS: The Agency has made certain findings and has determined that it is in the best interests of the Agency and the City to approve the Redevelopment Plan, approve the Redevelopment Project, and approve the transactions contemplated by the Redevelopment

Plan; and

WHEREAS: The Agency has determined that such proceedings were in compliance with *Neb. Rev. Stat.* §18-2112 to 18-2117 with regard to redevelopment plans;

BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA:

1. The Agency determines that the proposed land uses and building requirements in the Redevelopment Plan for the Redevelopment Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations or conditions of blight.

2. The Agency finds that the Redevelopment Plan and the Project described therein constitutes an amendment to the 23rd and Bell Redevelopment Plan.

3. In compliance with section 18-2114 of the Act, the Agency finds and determines as follows: a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Agency and the Agency shall receive no proceeds from disposal to the Redeveloper; (b) the Redeveloper has acquired the Redevelopment Area; (c) the estimated cost of preparing the project site as described in the Redevelopment Plan and related costs exceed \$4,700,000 (d) the method of acquisition of the real estate was by private contract by the Redeveloper and not by condemnation; (e) the method of financing the Redevelopment Project shall be by issuance of occupation tax bond issued in the amount of not to exceed \$2,200,000, and from additional funds provided by the Redeveloper and its lender; and (f) no families will be displaced as a result of the project.

4. The Agency recommends approval of the Redevelopment Plan, the Project, and the transactions contemplated in the Redevelopment Plan.

5. All prior resolutions of the Agency in conflict with the terms and provisions of this resolution are repealed to the extent of such conflicts.

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

7. This Resolution shall become effective immediately upon its passage, approval and publication as required by law.

PASSED AND APPROVED on January 14, 2019.

**COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF FREMONT, NEBRASKA**

Scott Getzschman , Mayor

ATTEST:

Tyler Ficken, City Clerk (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

Lots Two, Three, Five, Six and Seven, Rodamar Addition Replat 1 to the City of Fremont, Dodge County, Nebraska.

Lots One Rodamar Addition Replat 2 to the City of Fremont, Dodge County, Nebraska.

EXHIBIT B

REDEVELOPMENT PLAN

[to be attached]

**CITY OF FREMONT
REDEVELOPMENT PLAN FOR THE
FREMONT MALL REHABILITATION
INCLUDING REQUEST FOR
DESIGNATION AS AN ENHANCED EMPLOYMENT AREA AND IMPOSITION OF A
ONE PERCENT OCCUPATION TAX ON SALES**

I. INTRODUCTION.

The City of Fremont, Nebraska, recognizes that blight is a threat to the continued stability and vitality of the City as a focal point of business, financial, social, cultural and civic activity of the region, and a focus of community pride and achievement. Therefore, the City has initiated a program of revitalization whose goal is to enhance the City of Fremont as the center of government in the county-wide region; as the center of retail, business, industry, office, financial and entertainment activities for the community. To reach this goal of maintaining the City of Fremont as a multi-use center of the region, it will be necessary that the Fremont Mall be strengthened by capturing a share of the anticipated private market activity within the region. This area constitutes a critical portion of the community located on a major thoroughfare. This plan seeks to enhance the Fremont Mall by assisting in site rehabilitation in order to attract new tenants and generate retail activity. The level of investment to finance the needed site rehabilitation will require the combined efforts of the public and private sectors.

This Redevelopment Plan covers an area north of U.S. Highway 30 and west of North Yeager Road which is legally described and shown on Exhibit "A", attached hereto and incorporated herein by this reference ("Community Redevelopment Area"). The Community Redevelopment Area was declared blighted and substandard by the Fremont City Council pursuant to the Nebraska Community Development Law. The Community Redevelopment Area has been determined, through the blight and substandard resolution, to be in need of revitalization and strengthening to ensure that it will contribute to the economic and social well-being of the City.

To encourage private investment in the Community Redevelopment Area, this Redevelopment Plan has been prepared to set forth the Fremont Mall Rehabilitation Redevelopment Project ("Redevelopment Project"), which is considered to be of the highest priority in accomplishing the goal of revitalizing and strengthening the Community Redevelopment Area.

II. EXISTING SITUATION.

This section of the Redevelopment Plan examines the existing conditions within the designated Community Redevelopment Area. This section is divided into the following subsections: existing land use, existing zoning, existing public improvements, and existing building condition/blighting influences.

A. Existing Land Use. The Community Redevelopment Area contains a retail mall consisting of approximately 231,846 square feet in the main building and additional buildings on out lots. There is a substantial vacancy in the mall of approximately 81,669 square feet. This occupancy decline has followed a national trend and occurred in the last 5 years. A depiction of the Redevelopment Area and the vacancy is shown on Exhibit “B”.

B. Existing Zoning. The Community Redevelopment Area is zoned PD for Planned Development. The intent of the district is to provide for an area for a unified commercial center which provides goods and services to a regional trading area. Some of the permitted uses include retail stores.

C. Existing Public Improvements.

1. Street System. There is no internal street network or system constructed within the Community Redevelopment Area. There are however driving lanes in the parking areas with public access. Highway 30 (23rd Street) adjoins the Redevelopment Area on the south and North Yeager Road adjoins the Area on the east

2. Utilities. Existing public utilities are available in the Redevelopment Area.

D. Existing Building Conditions/Blighting Influences. The Fremont Mall has suffered significant declines in retail occupancy, similar to many malls in the country with a movement to online purchasing. Today approximately 35% of the mall is vacant. Estimated retail sales in the mall have declined from nearly \$18,000,000 in 2015 to less than an estimated \$6,000,000 in 2018. It is further estimated that sales tax generated at the mall has declined from \$1,250,000 to less than \$412,000 during the same period. (Sales tax numbers include state and local taxes). The current layout of the mall is obsolete for recruiting new tenants. Significant revision, repair and replacement will be required to update the mall to entice today’s buying public to re-engage in local retail shopping.

III. FUTURE SITUATION.

This section of the Redevelopment Plan examines the future conditions within the Community Redevelopment Area. This section is divided into the following subsections:

- A. Proposed Land Use Plan
- B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations
- C. Relationship to Local Objectives
- D. Building Requirements and Standards after Redevelopment
- E. Proposed Changes and Actions
- F. Enhanced Employment Declaration
- G. Proposed Cost and Financing

A. Proposed Land Use Plan. No changes are contemplated in the current Land Use Plan for the area. The Redevelopment Project will primarily provide for site rehabilitation in order to repair and repurpose the retail facility to attract new tenants and enhance the mall entrance.

The Agency will negotiate a specific redevelopment agreement with the Developer outlining the proposed Redevelopment Project, and what contributions are necessary from the City of Fremont. In such case the written redevelopment agreement would include specific funding arrangements, and specific covenants and responsibilities of the City, Agency and the redeveloper to implement the Redevelopment Project.

B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations. In accordance with Nebraska State Law, the Redevelopment Plan described in this document has been designed to conform to the City of Fremont General Plan 2030 (“Comp Plan”). The City Council finds that this redevelopment plan is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Community Development Law.

C. Relationship to Local Objectives. The Redevelopment Plan has been developed on the basis of the goals, policies and actions adopted by the City for the community as a whole and for the Fremont Mall area.

D. Building Requirements and Redevelopment Standards. The redevelopment of the Community Redevelopment Area should generally achieve the following requirements and standards:

1. Population Density. There are no dwelling units currently located within the Community Redevelopment Area. The development proposed under this Redevelopment Plan does not include any residential construction. Consequently, there will be no change proposed for the permanent population density within the Community Redevelopment Area.

Redevelopment of the Community Redevelopment Area will provide for revitalization of the Mall. Often an investment and improvement of the magnitude proposed by this Plan has the benefit of spurring improvements in nearby commercial areas.

2. Land Coverage and Building Density. The Mall covers approximately 231,846 square feet under one roof within the Community Redevelopment Area with additional coverage on four out lot structures.

3. General Environment. This plan will rehabilitate a retail mall that has suffered significant retail closings over the past 5 years. The vacation of the former JC Penny’s space has resulted in a huge loss of retail activity and sales tax revenue for the city. Additionally the mall has suffered deferred maintenance due to loss of revenue. This

commercial activity will intensify and strengthen Fremont as a focal point for local and regional retail sales and development.

Implementation of this Plan will provide for the significant reinvestment in the Mall with tenant improvements, structural improvements, including the roof and HVAC units. This activity is intended to increase the amount and variety of activity in the Fremont Mall while maintaining good traffic flow, pedestrian movement and visual interest.

Significant funds will be required to reconfigure retail space from time to time as new tenants are located. Immediately, roof repair and HVAC repair and enhancements are necessary.

4. Pedestrian ways and Open Spaces. Provide a pedestrian circulation system to facilitate the movement of pedestrians to and within the major development activities within the area.

5. Building Heights and Massing. Building heights and massing for the proposed project will comply with the PD zone.

6. Circulation, Access and Parking. The Plan provides for vehicular access to the Community Redevelopment Area in a manner consistent with the needs of the development and the community.

The Plan provides for an adequate supply of appropriately located parking in accordance with applicable zoning district regulations. Adequate parking needs to be provided so the development does not generate parking problems for abutting commercial and residential streets.

7. Off-Street Loading, Service and Emergency Facilities. The Plan provides for consolidated off-street loading and service facilities.

The Plan provides for emergency vehicle access in a manner compatible with established design and environmental objectives.

E. Proposed Changes and Actions. The Community Redevelopment Area is anticipated to function as an upscale retail mall after significant investment through implementation of an Enhanced Employment Area Occupation Tax and Developer capital. This section describes the proposed changes needed, if any, to the zoning ordinances or maps, street layouts, street levels or grades, and building codes and ordinances, and actions to be taken to implement this Redevelopment Plan.

1. Zoning, Building Codes and Ordinances. The Community Redevelopment Area is zoned PD Planned Business Center. No additional changes to the City's Zoning Ordinances, Building Codes, or other local ordinances are contemplated to implement this Redevelopment Plan.

2. Traffic Flow, Street Layout and Street Grades. The primary streets providing access to the Community Redevelopment Area is Highway 30 and North Yeager Road.

3. Public Redevelopments, Improvements, Facilities, Utilities and Rehabilitations. In order to support the uses in the Community Redevelopment Area, no additional public redevelopments, improvements, facilities, utilities and rehabilitations will be needed.

4. Site Preparation and Demolition. Site preparation will consist of demolition and relocation of interior walls to resize tenant spaces and the re-facing of mall entrance.

5. Private Redevelopment, Improvements, Facilities and Rehabilitation. The private improvements anticipated within the Community Redevelopment Area include site preparation, repair of the roof, rehabilitation of the HVAC system, replacement of exterior lights and required interior rehabilitation for tenant relocation to the Mall.

6. Open Spaces, Pedestrian ways, Landscaping, Lighting, Parking. The proposed site plan and private sector improvements will comply with the City's minimum open space, pedestrian way, landscaping, lighting, and parking standards as defined in the Zoning and Subdivision Ordinances, Building Codes, or other local ordinances. In addition, the City may elect to require additional standards in these areas as described in a written redevelopment agreement in order to help remove blight and substandard conditions.

F. Proposed Costs and Financing; Statements. The Agency will work with the redeveloper owner of the Community Redevelopment Area to identify proposed funding, timeframe, ability to carry out the proposed Redevelopment Project, and what, if any, contributions are necessary to be made by the Agency and the City of Fremont.

The Agency will begin good faith negotiating on a specific written redevelopment agreement with the redeveloper owner of the Community Redevelopment Area. The written redevelopment agreement will include a site plan consistent with this Redevelopment Plan, development descriptions, specific funding arrangements, and specific covenants and responsibilities of the City and the redeveloper to implement the Redevelopment Project.

Estimated Redevelopment Project costs, including site preparation, and rehabilitation are broken down as follows:

POTENTIAL ELIGIBLE PRIVATE IMPROVEMENTS*

Enhanced Employment Area (EEA) ELIGIBLE COSTS

Roof repair	621,452
HVAC replace and repair	400,000
Rehabilitate vacant space for tenants (excluding Dunhams)	2,156,192
Rehabilitate restrooms	80,000

Mall entrance enhancement	130,000
Total EEA Costs	\$3,387,644

Non EEA Costs provided by Developer

Rehabilitate vacant space for Dunhams	\$1,402,230
TOTAL EEA and PRIVATE IMPROVEMENTS	\$4,789,874

The figures above are estimates. Final figures are subject to a specific site plan, design specifications, City approval and public procedures and regulations.

Fremont Mall, LLC, requests that the Community Development Agency declare the Redevelopment Area, shown on attached **Exhibit “A”** as an Enhanced Employment Area under the Community Development Law; that the City impose a 1% occupation tax on such area to finance the payment of an Occupation Tax Bond issued by the Agency in the amount of \$2,200,000. Specific undertakings related to the Enhanced Employment Area and the Occupation Tax are shown in Section IV below.

The Proposed EEA Improvements will exceed the amount of funds available from the imposition of a 1% occupation tax rate. This Plan proposes that the Occupation Tax Bond be purchased by the Developer to fund the required rehabilitation of the Fremont Mall. The balance of private improvements shall be paid by the Developer.

This Redevelopment Plan does not contemplate the use of tax increment financing.

IV. ENHANCED EMPLOYMENT AREA DESIGNATION.

THE ENHANCED EMPLOYMENT AREA DESIGNATED BY THE AGENCY AS ELIGIBLE FOR THE IMPOSITION OF AN OCCUPATION TAX TO PAY FOR AUTHORIZED WORK WITHIN THE AREA IS DESCRIBED AS FOLLOWS:

Property Description (the “Enhanced Employment Area”)

This property is generally referred to as the Fremont Mall.

- **Legal Descriptions** See attached **Exhibit A** for the legal description of the tract to be declared as an Enhanced Employment Area

The Act provides the EEA authorized work within the Enhanced Employment Area means the performance of any one or more of the following purposes:

- (a) The acquisition, construction, maintenance, and operation of public off street parking facilities for the benefit of the Enhanced Employment Area;
- (b) Improvement of any public place or facility in the Enhanced Employment Area, including landscaping, physical improvements for decoration or security purposes, and plantings;

(c) Construction or installation of pedestrian shopping malls or plazas, sidewalks or moving sidewalks, parks, meeting and display facilities, bus stop shelters, lighting, benches or other seating furniture, sculptures, trash receptacles, shelters, fountains, skywalks, and pedestrian and vehicular overpasses and underpasses, and any useful or necessary public improvements;

(d) Leasing, acquiring, constructing, reconstructing, extending, maintaining, or repairing parking lots or parking garages, both above and below ground, or other facilities for the parking of vehicles, including the power to install such facilities in public areas, whether such areas are owned in fee or by easement, in the Enhanced Employment Area; and

(e) Maintenance, repair, and reconstruction of any improvements or facilities authorized by the Community Development Law;

Redevelopment Plan to the Enhanced Employment Area Complies with the Act:

The Act requires that in connection with the approval of any redevelopment plan which includes the designation of an enhanced employment area, the governing body may approve the redevelopment plan if it determines that any new investment within such enhanced employment area will result in at least ten new employees and new investment of five hundred thousand dollars in counties with at least twenty five thousand inhabitants but fewer than fifty thousand inhabitants.

This Plan meets these enhanced employment area statutory qualifications because (a) at project stabilization employment in the Enhanced Employment Area is expected to increase by 20 employees including a mixture of part time, full time and managerial positions, (b) the project in the Enhanced Employment Area includes estimated new private sector investment of \$2,589,874, and (c) as of the 2010 census, Dodge County’s population was 36,671.

Levy of General Business Occupation Tax and Levy:

A city may levy a general business occupation tax upon the businesses and users of space within an enhanced employment area for the purpose of paying all or any part of the costs and expenses of any redevelopment project within such enhanced employment area. Any occupation tax imposed pursuant to the Act shall make a reasonable classification of businesses, users of space, or kinds of transactions for purposes of imposing such tax.

The businesses and their classification in the Enhanced Employment Area are as follows:

<u>BUSINESS</u>	<u>CLASSIFICATION</u>
<u>1. Apparel</u>	<u>Clothing Retail</u>
<u>2. Hobby & Crafts</u>	<u>Hobby & Craft Retail</u>
<u>3. Shoes</u>	<u>Shoe Retail</u>
<u>4. Cosmetics</u>	<u>Beauty Retail</u>
<u>5. Quick Serve</u>	<u>Prepared Food Retail</u>
<u>6. Specialty Store</u>	<u>Specialty Retail</u>

7. Salon	Service Retail
8. Restaurant	Prepared Food Retail
9. Service/Fitness	Service Retail
10. Fast Food	Prepared Food Retail
11. Theatre/ entertainment	Entertainment
12. Sporting Goods	Sporting Goods Retail
13. Miscellaneous Retail	Retail
14. Vehicle Repair	Retail

No occupation tax shall be imposed on any business or transaction which is subject to tax under section 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602, or 77-4008 of the Act or which is exempt from tax under section 77-2704.24 of the Act. Any such occupation tax agreed to by the Agency and the City shall remain in effect so long as the Agency has bonds outstanding which have been issued stating such occupation tax as an available source for payment.

The collection of a tax imposed pursuant to the Act shall be made and enforced in such a manner as the governing body shall by ordinance determine to produce the required revenue. The governing body may provide that failure to pay the tax imposed pursuant to this section shall constitute a violation of the ordinance and subject the violator to a fine or other punishment as provided by ordinance.

Undertaking by Fremont Mall, LLC.

The Developer undertakes to rehabilitate the Redevelopment Area and in so doing invest more than \$500,000 and create through new tenants, (over current employment) more than 10 jobs.

EXHIBIT "A"
REDEVELOPMENT AREA

Lots Two, Three, Five, Six and Seven, Rodamar Addition Replat 1 to the City of Fremont, Dodge County, Nebraska.

Lots One Rodamar Addition Replat 2 to the City of Fremont, Dodge County, Nebraska.

EXHIBIT "B"
VACANCY TRENDS

EXHIBIT "C"
SITE SURVEY

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Lottie Mitchell, Grant Coordinator/Executive Assistant

DATE: January 14, 2020

SUBJECT: Establish Property Assessed Clean Energy (PACE) District

Recommendation: 1) Open public hearing 2) Receive testimony 3) Move to close the public hearing 4) Hold second reading of Ordinance No. 5517 to establish a PACE District

Background: Property Assessed Clean Energy (PACE) is a development tool that serves public purposes by upgrading building performance that among other things improves energy efficiency and water conservation by providing an alternative financing method. PACE financing is repaid through annual assessments on the benefited property. The City has no financial obligation.

Chris Peterson of PACE Sage Capital delivered a presentation on the PACE program at the October 1, 2019 Study Session. Staff is following up on that presentation with the necessary implementation materials to establish such a program in Fremont. A proposed ordinance and other documents are presented for this purpose.

Fiscal Impact: None

Councilman Yerger's questions in BLACK and Staff's responses in RED

Exhibit A - CONTRACT

- Please clarify and document the type of financing to be allowed -- under NE 13-3207 (1), bonds, city funds from any source, or 3rd party lending may be used.
 - This is only required if a municipality desires to raise capital through the sale of bonds to finance the PACE program. Fremont does not desire to raise capital by selling bonds, therefore, 13-3207 (1) does not pertain to Fremont.
- Explain how the Manual, and the Resolution itself, specify the handling the Loss Reserve Fund required by NE 13-3208 (1).
 - According to 13-3208 (1) a municipality that has created a clean energy assessment district shall create a loss reserve fund for (a) The payment of any delinquent annual assessments for qualifying property that is single-family residential property.....(b) The payment of annual assessment imposed upon qualifying property that is single-family residential property.....Fremont's PACE does not allow for single-family residential property, therefore, 13-3208 (1) does not pertain to Fremont.

EXHIBIT B - FREMONT PACE DISTRICT PROGRAM MANUAL

- Confirm whether this manual was lifted from some other city and modified; if it was, by whom and how were Fremont-specific zoning rules considered?
 - The manual is a template put together by Chris Peterson, PACE Sage Capital, and used by LaVista, Columbus, Beatrice and now Fremont to adopt a PACE program. PACE is not independent of Fremont's zoning rules or municipal code. In other words, a proposed PACE project is subject to Fremont's zoning rules and municipal code.
- If not, who drafted and insured the Manual's compliance with Fremont Municipal code?
 - See answer above.
- It's been repeatedly stated that PACE in Fremont will be for "commercial" only; per State Statute it can also cover 4-unit multifamily residential; please confirm that the 4 unit multifamily authorizations of State Statute are being left out of the Fremont PACE plan and resolution.
 - As defined in NE 13-3203 (7)(b), commercial property includes multifamily residential comprised of more than four dwelling units. As defined in NE 13-3203 (7)(d), single-family residential may include up to four dwelling units. Fremont's proposed PACE ordinance (in Section 2) exclusively authorizes PACE for commercial property including multifamily residential property having more than four dwelling units and industrial property.

- State law includes 4 MF dwelling units. See NE 13-3203 (7)(b) and (d).
Is this to be interpreted as “Commercially Zoned” property used for Residential purposes or “Residentially Zoned” property used for Commercial purposes? Under FMC Residential Use of the Home Commercial needs a CU permit; and the FMC cites 6, 12 or 24 units as minimums per zoning class. What’s controlling?
 - First, in order to apply for PACE, the property or proposed project must comply with Fremont zoning. Then, if the owner of a multifamily residential property having more than four dwelling units applies for PACE financing, they are eligible for PACE as a commercial property under the definitions as described in 13-3203(7)(b) and (d).
- What’s the definition of multifamily under the State Statute? Does it include multifamily 4-plexes as well as apartment buildings with 4 or more units?
 - Multifamily dwelling means any improved real property used or intended to be used as a residence and that contains more than one dwelling unit. Multifamily dwelling includes a condominium or cooperative. Multifamily will only be eligible for PACE under the Fremont ordinance if there are more than four units and the project otherwise complies with Fremont’s zoning rules.
- It appears Multifamily (MF) is included in the Eligible Property types – but per FMC, MF is only a “P” permitted use in certain commercial zones and requires a “Conditional Use permit” in others. Since Commercial Use of the Home for Residential and PD zoning requires a “Conditional Use permit” – confirm whether PACE applicants would need a CU permit approval beforehand.
 - All properties within Fremont’s jurisdiction must comply with Fremont zoning rules. Any property that is out of compliance or is proposed to be out of compliance will be ineligible for PACE.
- Do all of the listed “Eligible Project Types” fit when the Property Types are currently restricted to only Commercial (what impact is there when including or excluding MF) e.g. see the Manual at Section (p)?
 - Yes, the project improvements listed under “Eligible Project Types,” are examples, but not limited to, improvements and/or systems that improve energy efficiencies or provide for energy savings for any type “Eligible Property Type.”
- Who specifically is to be the designated City official that’s “qualified” to evaluate the ***technical*** attributes of the application and the SIR methodology employed by the applicant?
 - The applicant will provide the appropriate calculations (see PACE Application where an engineer’s report is required) to justify the savings over the useful life of the improvements for the entire project. If there are questions with their calculations, the applicant will be asked to provide more information before being considered. If needed, the City has several qualified engineers that could review the calculations too; however, that should be the last resort, as the applicant has the responsibility of obtaining a SIR of 1.0 or greater.

- Since a request for a waiver of the SIR requirement must come in as part of the application, would you agree that the “Board”, not the “District Adm.”, should be granting or rejecting the waiver and thus the application? Why or why not?
 - No, the PACE Review Committee makes a recommendation to the district administrator to approve or deny the application (with or without a waiver request) or to request more information from the applicant. The district administrator is charged with granting or denying the application. If the applicant appeals the denied waiver request, the final decision lies with the City Council
- There is no description of the “appeal process” in the MANUAL; but the appeal process is described in the RESOLUTION – Do you agree that the appeal process should be described in the Manual itself. Why or why not? Will this get added?
 - This has been added to the manual.
- Do you agree that the District Adm. should review the application for completeness before it ever goes to the Board for approval; will this be the documented as the prescribed process?
 - The district administrator will review the application for completeness before it goes to the committee for review and recommendation. This is customary of all application processes (LB840, Keno Grant, etc.) within the City.
- Would you agree that the appointed 7 member Board should be “Board”, not a “Committee”? (see FMC 2-112) Moreover, would you agree that appointments need to come from a list of “qualified” applicants and have Council approval?
 - No, per the plan, the 5-member PACE Review Committee is appointed by the Mayor and confirmed by City Council. This is consistent with Fremont Municipal Code, Section 2-110, Mayor’s Committees.
- Would you agree that the list of required “Documents and Information” needs to require an “explanation”, if a SIR waiver is being requested? Why or why not?
 - The sentence in the plan has been modified to require an explanation of the rationale for the SIR waiver.
- Are there any concerns regarding FMC rules dealing with “contracts” and whether they apply to “assessment contracts” in this instance? Why or why not?
 - No. A word search of the Municipal Code for the word “contract,” yielded 29 results. However, none the existing contexts in the code apply to PACE assessment contracts entered into among the City, a property owner, and lender.

EXHIBIT C – Application Form

- **At Page 5** - the approval criteria – 5th bullet should reference SIR of 1.0
 - The sentence has been modified to indicate that a Savings to

Investment Ratio (SIR) of 1.0 is required unless a waiver is being requested”

- There is no SIR waiver criteria listed that would **ALLOW** approval of the application; as stated in the **BOLD PRINT – ALL CRITERIA MUST BE MET – IF SIR IS WAIVED THERE CAN BE NO APPROVAL**
 - The bold print on the bottom of page 5 of the application says, “If any of these criteria are not met, please attach an explanation.”
- **Page 6** – the SIR report needs to explain **METHOD** used, since City is not prescribing the SIR method at this time.
 - Added language to this bullet to include the methodology.
- Waiver of SIR requires an **EXPLANATION**, not just the request
 - Waivers require rationale per the fourth paragraph of the Savings to Investment Ratio (SIR) section in the Program Manual and an explanation per the fourth to last bullet on page 6 of the Application.

RESOLUTION

- Based on actions taken on the above, the Ordinance language itself will need several revisions before approval.
 - We believe the ordinance as proposed addresses the questions raised herein.

For Reference:

Cited Nebraska Statutes

13-3203.

Terms, defined.

For purposes of the Property Assessed Clean Energy Act:

(1) Assessment contract means a contract entered into between a municipality, a property owner, and, if applicable, a third-party lender under which the municipality agrees to provide financing for an energy project in exchange for a property owner's agreement to pay an annual assessment for a period not to exceed the weighted average useful life of the energy project;

(2) Clean energy assessment district means a district created by a municipality to provide financing for energy projects;

(3) Energy efficiency improvement means any acquisition, installation, or modification benefiting publicly or privately owned property that is designed to reduce the electric, gas, water, or other utility demand or consumption of the buildings on or to be constructed on such property or to promote the efficient and effective management of natural resources or storm water, including, but not limited to:

(a) Insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems;

(b) Storm windows and doors; multiglazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption;

(c) Automated energy control systems;

(d) Heating, ventilating, or air conditioning and distribution system modifications or replacements;

(e) Caulking, weatherstripping, and air sealing;

(f) Replacement or modification of lighting fixtures to reduce the energy use of the lighting system;

(g) Energy recovery systems, including, but not limited to, cogeneration and trigeneration systems;

(h) Daylighting systems;

(i) Installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity;

(j) Facilities providing for water conservation or pollutant control;

(k) Roofs designed to reduce energy consumption or support additional loads necessitated by other energy efficiency improvements;

(l) Installation of energy-efficient fixtures, including, but not limited to, water heating systems, escalators, and elevators;

(m) Energy efficiency related items so long as the cost of the energy efficiency related items financed by the municipality does not exceed twenty-five percent of the total cost of the energy project; and

(n) Any other installation or modification of equipment, devices, or materials approved as a utility cost-saving measure by the municipality;

(4) Energy efficiency related item means any repair, replacement, improvement, or modification to real property that is necessary or desirable in conjunction with an energy efficiency improvement, including, but not limited to, structural support improvements and the repair or replacement of any building components, paved surfaces, or fixtures disrupted or altered by the installation of an energy efficiency improvement;

(5) Energy project means the installation or modification of an energy efficiency improvement or the acquisition, installation, or improvement of a renewable energy system;

(6) Municipality means any county, city, or village in this state;

(7) Qualifying property means any of the following types of property located within a municipality:

(a) Agricultural property;

(b) Commercial property, including multifamily residential property comprised of more than four dwelling units;

(c) Industrial property; or

(d) Single-family residential property, which may include up to four dwelling units;

(8)(a) Renewable energy resource means a resource that naturally replenishes over time and that minimizes the output of toxic material in the conversion to energy. Renewable energy resource includes, but is not limited to, the following:

(i) Nonhazardous biomass;

(ii) Solar and solar thermal energy;

(iii) Wind energy;

(iv) Geothermal energy;

(v) Methane gas captured from a landfill or elsewhere; and

(vi) Photovoltaic systems; and

(b) Renewable energy resource does not include petroleum, nuclear power, natural gas, coal, or hazardous biomass; and

(9) Renewable energy system means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that uses one or more renewable energy resources to generate electricity. Renewable energy system includes a biomass stove but does not include an incinerator.

13-3207.

Municipality; raise capital; sources; bonds; issuance; statutory lien; vote; when required.

(1) A municipality may raise capital to finance energy projects undertaken pursuant to an assessment contract entered into under the Property Assessed Clean Energy Act. Such capital may come from any of the following:

(a) The sale of bonds;

(b) Amounts to be advanced by the municipality through funds available to it from any other source; or

(c) Third-party lending.

(2) Bonds issued under subsection (1) of this section shall not be general obligations of the municipality, shall be nonrecourse, and shall not be backed by the full faith and credit of the issuer, the municipality, or the state, but shall only be secured by payments of annual assessments by owners of qualifying property within the clean energy assessment district or districts specified who are subject to an assessment contract under section 13-3205.

(3) Any single bond issuance by a municipality for purposes of the Property Assessed Clean Energy Act shall not exceed five million dollars without a vote of the registered voters of such municipality.

(4) A pledge of annual assessments, funds, or contractual rights made in connection with the issuance of bonds by a municipality constitutes a statutory lien on the annual assessments, funds, or contractual rights so pledged in favor of the person or persons to whom the pledge is given without further action by the municipality. The statutory lien is valid and binding against all other persons, with or without notice.

(5) Bonds of one series issued under the Property Assessed Clean Energy Act may be secured on a parity with bonds of another series issued by the municipality pursuant to the terms of a master indenture or master resolution entered into or adopted by the municipality.

(6) Bonds issued under the act, and interest payable on such bonds, are exempt from all taxation by this state and its political subdivisions.

(7) Bonds issued under the act further essential public and governmental purposes, including, but not limited to, reduced energy costs, reduced greenhouse gas emissions, economic stimulation and development, improved property valuation, and increased employment.

(8) The Property Assessed Clean Energy Act shall not be used to finance an energy project on qualifying property owned by a municipality or any other political subdivision of the State of Nebraska without having first been approved by a vote of the registered voters of such municipality or political subdivision owning the qualifying property. Such vote shall be taken at a special election called for such purpose or at an election held in conjunction with a statewide or local primary or general election.

13-3208.

Loss reserve fund; created; funding; use.

(1) A municipality that has created a clean energy assessment district shall create a loss reserve fund for:

(a) The payment of any delinquent annual assessments for qualifying property that is single-family residential property in the event that there is a sale pursuant to a foreclosure or a sale pursuant to the exercise of a power

of sale under a trust deed of such qualifying property and the proceeds resulting from such a sale are, after all superior liens have been satisfied, insufficient to pay the delinquent annual assessments. Payments from the loss reserve fund under this subdivision may only be made with respect to delinquent annual assessments imposed upon qualifying property that is single-family residential property, with no more than one such payment to be made for the same qualifying property; and

(b) The payment of annual assessments imposed upon qualifying property that is single-family residential property subsequent to a sale pursuant to a foreclosure or a sale pursuant to the exercise of a power of sale under a trust deed in which the mortgagee or beneficiary becomes the owner of such qualifying property. Payments from the loss reserve fund under this subdivision may only be made with respect to annual assessments imposed upon qualifying property that is single-family residential property subsequent to the date on which the mortgagee or beneficiary became the owner of such qualifying property and until the qualifying property is conveyed by the mortgagee or beneficiary, with no more than one such payment to be made for the same qualifying property.

(2) The loss reserve fund may be funded by state and federal sources, the proceeds of bonds issued pursuant to the Property Assessed Clean Energy Act, third-party capital, and participating property owners. The loss reserve fund shall only be used to provide payment of annual assessments as provided in this section and for the costs of administering the loss reserve fund.

(3) The loss reserve fund shall not be funded by, and payment of annual assessments and costs of administering the loss reserve fund shall not be made from, the general fund of any municipality.

Cited Fremont Municipal Code

Sec. 2-112. - Board and commissions.

The City Council may establish citizen advisory boards and commissions of either a permanent or temporary nature to study and/or make recommendations on designated issues. The list of boards and commissions shall be maintained and on file in the office of the City Clerk. Certain powers may be delegated to boards and commissions as provided for by statute. Boards and commissions of a permanent nature shall be established by ordinance and members appointed by the Mayor with the consent of the City Council. Boards and Commissions shall conduct their meetings in compliance with the open meetings law, shall maintain minutes of all meetings, and shall submit their minutes to the City Clerk in writing in a timely manner.

ORDINANCE NO. 5517

AN ORDINANCE TO CREATE A CLEAN ENERGY ASSESSMENT DISTRICT; TO ESTABLISH DEFINITIONS; TO PROVIDE FOR THE FINANCING, ADMINISTRATION, AND COLLECTIONS, TO PROMOTE ENERGY EFFICIENCY IMPROVEMENTS AND RENEWABLE ENERGY SYSTEMS; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

WHEREAS, the City of Fremont desires to create a clean energy assessment district to enable property assessed clean energy financing for property owners; and,

WHEREAS, the City also desires to authorize the clean energy assessment district to enable third-party lenders to accept applications and enter into financing agreements with property owners within the boundaries of the district; and,

WHEREAS, this Ordinance, upon execution, shall create a clean energy assessment district, which shall be known as the Fremont PACE District, as authorized by Nebraska Revised Statute § 13-3203 and 13-3204(3), which boundaries shall be the corporate boundaries of the City of Fremont.

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

Section 1. Findings and Determinations. That the Mayor and City Council of the City of Fremont, Nebraska (the "City"), hereby finds and determines as follows:

Pursuant to Neb. Rev. Stat. §§13-3201 to 13-3211, inclusive, the Property Assessed Clean Energy Act (the "Act"), energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska's citizens. Using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants. To further these goals, it is necessary for the City to promote energy efficiency improvements and renewable energy systems. Upfront costs for energy efficiency improvements and renewable energy systems may prohibit or deter many property owners from making improvements. It is necessary for the City to implement an alternative financing method through the creation of a clean energy assessment district.

Financing energy projects to further these goals is a valid public purpose and can be accomplished through Property Assessed Clean Energy ("PACE") financing, which is used to overcome the upfront costs for energy efficiency improvements and renewable energy systems by using private capital and equity, rather than public debt.

Pursuant to the Act and Neb. Rev. Stat. § 13-3204, the City of Fremont is authorized to establish a clean energy assessment district so that owners of qualifying property can access PACE financing for energy efficiency improvements or renewable energy improvements to their properties located in the City. The City also may enter into an agreement with one or more other municipalities pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801, et seq., for the joint creation, administration, or creation and administration of clean energy assessment districts, pursuant to Neb. Rev. Stat. § 13-3210. The City declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The City enacts this Ordinance pursuant to the Act, as amended.

Section 2. Title and Definitions. That this Ordinance shall be known and may be cited as "The City of Fremont Property Assessed Clean Energy (PACE) Ordinance." Except the words and phrases specifically defined below or in Neb. Rev. Stat. § 13-3203, as amended, words and phrases used in this Ordinance shall have their customary meanings. As used in this Ordinance, the following words and phrases shall have the following meanings:

"District" means the Fremont PACE District, created pursuant to this Ordinance, as authorized by Neb. Rev. Stat. §§ 13-3203 and 13-3204(3), which boundaries shall be the corporate boundaries of the City.

"District Administrator" means the Grant Coordinator of the City or a designated representative, or a third-party administrator selected by the City.

"PACE financing" means funds provided to the owner(s) of qualified property by third-party lender, pursuant to the Act and this Ordinance, for an energy efficiency improvement or renewable energy system(s).

"Qualifying Property" means commercial property, including multifamily residential property having more than four dwelling units, and industrial property located in the District.

Section 3. District Boundaries and Requirements Pursuant to Neb. Rev. Stat. § 13-3204(3).

- A. The City finds that the financing of energy efficiency improvements and renewable energy systems is a valid public purpose. Such public purposes include, but are not limited to, reduced energy and water costs, reduced greenhouse gas emissions, economic stimulation and development, improved property valuation, and increased employment.
- B. The boundaries of the District shall be the corporate boundaries of the City, as allowed pursuant to Neb. Rev. Stat. § 13-3204(1).
- C. The District Administrator shall use a form contract for assessment contracts among the City, the owner of the qualifying property, and a third-party lender, containing terms as attached hereto as Exhibit "A," governing the terms and conditions of financing and annual assessments in accordance with the Act, including Neb. Rev. Stat. § 13-3205(1), which provides for repayment of the costs financed through annual assessments upon the qualifying property benefited by the energy project.
- D. The District Administrator is authorized to enter into assessment contracts on behalf of the City.
- E. The District Administrator will use a financing application process and eligibility requirements, which shall be more specifically defined in a program manual created by the District Administrator as attached hereto as Exhibit "B," for financing energy projects in accordance with the requirements of the Act and accepted by the third-party lender. The application process and program eligibility requirements shall be, at a minimum, as follows:

- i. Submission of an application as attached hereto as Exhibit "C" to the District Administrator, which shall include, but not be limited to, the following information:
 - a) Applicant name and contact information, including property owner and developer;
 - b) Project location and legal description;
 - c) Identification of contractor or supplier, including anticipated PACE contractor and a copy of the approved bid for the energy efficiency project;
 - d) Project description;
 - e) Total project cost;
 - f) Description of proposed improvements;
 - g) Description of energy efficiency project to be financed;
 - h) Amount of requested assessment;
 - i) Interest rate on the PACE assessment and any required fees;
 - j) Term of assessment;
 - k) Energy savings report indicating estimated energy savings and estimated cost savings for the energy project;
 - l) Whether the applicant is requesting a waiver of the estimated economic benefit requirement;
 - m) Title report showing any mortgage or lien holders;
 - n) Lender consent;
 - o) Projected jobs created by PACE project;
 - p) Project environmental benefits;
 - q) Funding source;
 - r) All other such information as needed to demonstrate the project complies with all the requirements of the Act.

- ii. The District Administrator may grant an applicant's request to waive the estimated economic benefit requirement. If the District Administrator denies the applicant's waiver request, the applicant may appeal the denial by submitting a request in writing to the ~~Assistant City Administrator~~City Clerk of the City. The appeal shall be mailed by certified mail or hand delivered to the ~~Assistant City Administrator~~City Clerk within fourteen days after the denial. The ~~Assistant City Administrator~~City Clerk will place on the City Council agenda. The City Council will review the matter on the record made by the District Administrator and, after providing the applicant ~~an informal~~formal opportunity to be heard, the ~~Assistant City Administrator~~City Council will make the final decision.

- iii. The District Administrator shall review the application to determine whether the energy project meets the eligibility requirements of the Act and this Ordinance. An energy project shall not be eligible for PACE financing if the qualifying property is subject to any of the following:
 - a) Delinquent ad valorem taxes;
 - b) Delinquent personal property taxes;
 - c) Delinquent special assessments;
 - d) Overdue or delinquent water or sewer charges;

- e) Involuntary liens, including but not limited to construction liens;
 - f) Notice of default pursuant to any mortgage or deed of trust related to the qualifying property, or
 - g) If the property owner or property developer is delinquent in the payment of any assessment required to be paid for any energy efficiency improvement financed pursuant to the Act.
- iii. If the energy project is determined to be eligible under the terms of the Act and as required in this Ordinance, the District Administrator shall review the application and approve, request additional information, or deny the application at his/her sole discretion.
 - iv. Upon approval of an application, the District Administrator is authorized to proceed with and execute an assessment contract.
- F. Pursuant to Neb. Rev. Stat. § 13-3205(7), annual assessments agreed to under an assessment contract shall be levied against the qualifying property and collected in accordance with the Act.
- G. The District shall establish procedures to determine the following in the future:
- i. Provisions for an adequate debt service reserve fund created under § 13-3209, if applicable;
 - ii. Provisions for an adequate loss reserve fund created under § 13-3208, if applicable; and
 - iii. Any application, administration, or other program fees to be charged to owners participating in the program that will be used to finance costs incurred by the City as a result of the program;
- Any costs shall be deducted before remitting the assessment to the third-party PACE program administrator.
- H. The assessment term shall not exceed the weighted average useful life of the energy project paid for by the annual assessments.
- I. Any energy efficiency improvement that is not permanently affixed to the qualifying property upon which an annual assessment is imposed to repay the cost of such energy efficiency improvement must be conveyed with the qualifying property if a transfer of ownership of the qualifying property occurs during the assessment term.
- J. Prior to the effective date of any contract that binds the purchaser to purchase qualifying property upon which an annual assessment is imposed, the owner shall provide notice to the purchaser that the purchaser assumes responsibility for payment of the annual assessment as provided in Neb. Rev. Stat. § 13-3205(3)(d), and that the obligations set forth in the assessment contract, including the obligation to pay annual assessments, are a covenant that shall run with the land and be assessed upon future owners of the qualifying property.
- K. In connection with providing PACE financing, the City will provide for marketing and participant education.

- L. The City shall obtain, or applicable third-party lenders shall obtain and provide to the City, verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended.

Section 4. Authorization for PACE Program. That, pursuant to Neb. Rev. Stat. § 13-3204(1), the District shall be governed by the Fremont City Council.

- A. The District Administrator shall comply with the Act and the provisions of this Ordinance and follow any applicable City procurement policy and procedures for selecting a third-party administrator, should a third-party administrator be selected for the administration of the PACE program. Any such third-party administrator must ensure that there is no financial requirement, liability, or exposure to the District or City. The District Administrator as defined in Section 2 of this ordinance may serve as the administrator of the PACE program for the District and City.
- B. The District or City may also engage the services of a state or local financing agency for the purposes of providing conduit bond financing for the District or City as part of its third-party administration.
- C. Upon selection of a third-party administrator, that third-party administrator may, on behalf of the City, accept applications for financing energy efficient improvements within the District boundaries, facilitate the financing application process, and review eligibility requirements for financing energy projects in accordance with the requirements of the Act and as accepted by the third-party lender.
- D. The District may be expanded via the Interlocal Cooperation Act in order to create a program of sufficient size and scale to attract qualified third-party administrators and/or to promote energy efficiency across multiple political subdivisions, as authorized under the Act.

Section 5. Liability of City Officials; Liability of City. That notwithstanding any other provision of law to the contrary, officers, officials, employees, or agents of the City, or the District shall not be personally liable to any person or entity for any claims, liabilities, costs, or expenses, of whatever kind or nature, under, arising out of, or related to the City's or District's participation in the District's PACE Program or any PACE Financing, including, without limitation, claims for or related to uncollected PACE Assessments. Not in limitation of the foregoing, the City has no liability to a property owner or lender for or related to energy savings improvements or funding under a PACE Financing or Program, other than to remit PACE Assessments received in accordance with the Act.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by the law, and satisfaction of any conditions set forth in this Ordinance.

PASSED AND APPROVED THIS ____ DAY OF _____, 2020:

City of Fremont

Scott Getzschman, Mayor

Attest:

Tyler Ficken, City Clerk

PACE PROJECT APPLICATION



Name of Project: _____

Property Owner Information

Legal Name of Property Owner (Applicant): _____

Contact Person: _____

Tax ID Number (FEIN or SSN): _____

Address: _____ City: _____ State _____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Property Information

Address: _____ City: _____ State: _____ Zip: _____

Property Legal Description: _____

Property Type: _____ Tax Key Number (APN#): _____

Assessed Property Value: _____ Appraised Property Value: _____

Building Size: _____ Year Building Built: _____

Other PACE Projects

Does the property owner hold any other PACE loans and has the property owner previously applied for PACE? _____ Yes _____ No

If yes, please provide details:

City Use Only

Rec'd By	Date Rec'd	PACE Application Fee (Due at Submission)	Administrative Fee (Due at Closing)

Approved Condition(s): _____

Disapproved Reason(s): _____

By: _____ Date: _____

Project Narrative: Briefly describe the overall project. *Submit separate sheets if necessary.*

Project Details: *Submit separate sheets if necessary*

Measure	Description /Specification of Energy/Water/ Waste Measure
#1	
#2	
#3	
#4	
#5	
#6	

Note: Energy ~~and~~, water ~~and waste~~ savings should be over the term of the financing period rather than useful life, unless useful life is less than the financing period term.

Measure #	Construction Costs/Bids	Estimated Useful Life (yrs.)	Year #1 Energy & Water & Waste Savings	Year #1 Maintenance & Operational Savings	Over Term Energy & Water & Waste Savings (specify % growth/yr.)	Over Term Maintenance & Operational Savings (specify % growth/yr.)	Over Term Total Savings (Energy + Water + Waste + O&M)
#1							
#2							
#3							
#4							
#5							
#6							
Estimated total energy savings (in Btu, kwh or therms)							
Estimated total water savings (gal.) and/or waste reduced/recycled (tons)							
On-site renewable capacity (In kW)							
Expected \$ amount of utility incentives, rebates, solar tax credits, other benefits <i>Please specify which</i>							
Name, credentials, contact info of agent determining energy & water savings data							
Total costs of improvements/measures							
Name of General Contractor firm Licensed in NE & bonded? Yes/No							
General contractor contact person Contact person phone Contact person email							
Optional: Energy Subcontractors (if any) <i>(after name, indicate if licensed and bonded)</i>							
Projected Jobs created by PACE Project, and Project Environmental Benefits							

Mortgage Lien & Deed of Trust Holder Information: *Signed mortgage lien or deed of trust holder consent and subordination agreement required. (Attach additional pages if more than 1 mortgage or lien holder)*

Financial institution name	
Financial institution contact person	
Contact person phone & email	

Financing Details

PACE capital provider	
PACE consultant (if any)	
Proposed PACE term (<i>in years</i>)	
Proposed interest rate and any Fees	
Annual assessment amount	
FPD administrative fee	
Financing closing date (est.)	

Approval Criteria

Please mark all that apply. *Note: property owner refers to the legal entity which owns the property.*

- Applicant owns the property where the project will be located.
- Proposed improvements will be affixed to the property.
- The property owner has sufficient resources to complete the project.
- There are no delinquent ad valorem taxes for this property.
- There are no delinquent personal property taxes for this property.
- There are no delinquent special assessments for this property.
- There are no overdue or delinquent water or sewer charges for this property.
- There are no involuntary liens, including but not limited to construction liens for this property.

- There are no notices of default pursuant to any mortgage or deed of trust related to this property.
- The property owner has not declared bankruptcy in the last 5 years.
- The property owner is solvent and has no significant pending legal action.
- There are no unresolved or pending violations or complaints of violations of the Municipal Code for this property.
- The property owner understands that the Savings to Investment Ratio (SIR) must be 1.0 or greater unless they are seeking an SIR waiver. SIR is defined as the estimated economic benefit, including, but not limited to, energy cost savings, maintenance cost savings, and other property operating savings expected from the energy project during the financing period, is equal to or greater than the principal cost of the energy project.
- The property owner is duly organized, validly existing and in good standing in the state of its organization, with authority to do business under the laws of the State of Nebraska.
- All owners of the property are aware of and approve the project.
- The property owner has agrees to obtain and provide to the FPD administrator prior to closing on the PACE loan obtained-an acknowledged and verified written consent and subordination agreement executed by each mortgage holder or trust deed beneficiary stating that the mortgagee or beneficiary consents to the imposition of the annual assessment and that the priority of the mortgage or trust deed is subordinated.
- The property owner possesses all legal authority necessary to execute all project documents.
- All required permits, consents, approvals and authorizations in connection with the project have been obtained or will be obtained.

If any of these criteria are not met, please attach an explanation.

Required Application Documents and Information

The following documents and information are needed at time of application submission to obtain approval for funding:

- Applicant name and contact information, including property owner and developer. *
- Project location and legal description.*
- Identification of contractor or supplier, including anticipated PACE contractor.*
- Submit a copy of the approved bid for the energy efficiency project (attach signed bid/estimate).
- Project description.*
- Total project cost.*
- Description of proposed improvements.*
- Description of energy efficiency project to be financed.*
- Amount of requested assessment.*
- Interest rate on the PACE assessment and any required fees.*
- Term of assessment.*
- ~~Energy savings report indicating estimated energy savings and estimated cost savings for the energy project.*~~
- ~~Whether the applicant is requesting a waiver of the estimated economic benefit requirement.~~
- Title report showing any mortgage or lien holders. (attach title report)
- Lender consent (*attach consent document*)
- Projected jobs created by PACE project.*
- Projected environmental benefits.*
- Energy analysis report (attach engineer's report identifying estimated economic benefits including qualifying energy and water conservation measures, energy and water conservation cost savings, maintenance cost savings, and other property operating savings expected from the energy and water conservation project).*
- If the property owner wishes to request a waiver of the estimated economic benefit requirement, please attach a brief explanation for the request.
- Funding source.*
- Assessment contract. (executed assessment contract to be provided prior to PACE loan closing)
- Completed application or attachments with required information.

*** included on application form or as attachment.**

Submission Instructions

Submit this application and necessary documents to:

Lottie Mitchell
Grant Coordinator
City of Fremont
400 E Military Ave
Fremont, NE 68025
Lottie.mitchell@fremontne.gov
(402) 727-2630

Property Owner Signature

To the best of my knowledge, the statements made above are complete, true and accurate. I hereby certify that I am authorized to submit this application and affix my signature below. I recognize that submission of this application does not guarantee approval for funding.

Signature

Title

Printed name

Date

FREMONT PACE DISTRICT

Program Manual

SUMMARY

Property Assessed Clean Energy, or PACE, is a financing tool enabling development of clean energy projects and energy efficient buildings and operations. Nebraska State Law {Nebraska Revised Statute Sections 13-3203 and 13-3204(3)} allows for the creation of Clean Energy Districts and defines PACE-eligible projects. City of Fremont Ordinance No. _____ passed by the Fremont City Council on _____, 2019 created the Fremont PACE District (FPD) and provides further requirements for implementation of a PACE program in Fremont. The City Ordinance also directs the Grant Coordinator of the City as the District Administrator (or his/her designee) to create a program manual that describes the application process, eligibility and other relevant program guidance. This FPD Program Manual was created to satisfy that requirement.

The State law and the City ordinance provide the minimum requirements for a PACE application and project, as well as the circumstances under which an application or project will not be eligible for PACE financing. This program manual provides guidance for the program and clarification on topics not specifically addressed by either the State Law or City ordinance.

The intent of this program is to incentivize the reduction of energy, water, wastewater and solid waste usage/generation in our community. The City of Fremont views PACE as a tool to encourage developers and property owners to go beyond the requirements of energy and building codes to achieve meaningful reductions in energy and water use and waste generation.

Terminology

It should be noted that references to “energy project”, “energy efficiency” or “energy savings” throughout this document are intended to include projects, efficiencies and savings associated with energy, water, wastewater, solid waste, storm water or other eligible utility projects or equipment under the FPD program consistent with this section.

Boundaries of the FPD

Currently, only qualifying projects located within the Fremont city limits are eligible for PACE financing. Other local government jurisdictions within the State of Nebraska may join the FPD upon establishment of an inter-local agreement.

Eligible Property Types

Although State Law allows for commercial, industrial, residential, and agricultural projects to be eligible for PACE; at this time, the City ordinance and the FPD program only allows for commercial (including multifamily residential property comprised of more than four dwelling units) and industrial PACE projects.

Eligible Project Types

Projects including new construction and the rehabilitation of existing buildings and operations are eligible for PACE financing in the FPD. The types of project improvements eligible for PACE financing within the FPD include, but are not limited to the following:

- (a) Insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems;
- (b) Storm windows and doors; multi-glazed windows and doors; heat absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption;
- (c) Automated energy control systems;
- (d) Heating, ventilating, or air conditioning and distribution system modifications or replacements;
- (e) Caulking, weather-stripping, and air sealing;
- (f) Replacement or modification of lighting fixtures to reduce the energy use of the lighting system;
- (g) Energy recovery systems, including but not limited to, cogeneration and trigeneration systems;
- (h) Daylighting systems;
- (i) Installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity;
- (j) Facilities providing for water conservation or pollutant control;
- (k) Roofs designed to reduce energy consumption or support additional loads necessitated by other energy efficiency improvements;
- (l) Installation of energy-efficient fixtures, including, but not limited to, water heating systems, escalators, and elevators;
- (m) Energy efficiency related items (i.e. demolition/drywall replacement, etc. incident to efficiency equipment or material installation) so long as the cost of the energy efficiency related items financed does not exceed twenty-five percent (25%) of the total cost of the energy;

~~(n) Waste recycling systems and support equipment;~~

- (o) Any other installation or modification of equipment, devices, or materials approved as a utility cost-saving measure by the municipality;
- (p) Renewable energy systems including but not limited to the following:
 - (i) Nonhazardous biomass;
 - (ii) Solar and solar thermal energy;
 - (iii) Wind energy;
 - (iv) Geothermal energy;
 - (v) Methane gas captured from a landfill or elsewhere; and
 - (vi) Photovoltaic systems;
 - (vii) Renewable energy system does not include an incinerator;

(viii) Renewable energy resource does not include petroleum, nuclear power, natural gas, coal, or hazardous biomass.

Timing and Eligibility

While applicants are encouraged to submit an application to the FPD PACE program prior to or concurrently with the application for a building permit, the City will accept PACE applications for projects with an open building permit and/or not having received a final certificate of occupancy. PACE applications and instructions are available at www.fremontne.gov and are included in this manual as Attachment 1. Building permit applications and instructions are also available at: www.fremontne.gov.

Annual Assessment and Average Weighted Useful Life

Section 13-3203 (1) of the State law requires an “agreement to pay an annual assessment for a period not to exceed the weighted average useful life of the energy project.” The weighted average useful life includes only physical improvements to a property for which an average useful life may be calculated. Furthermore, the improvement must qualify as an energy efficiency improvement under Section 13-3203(3) of the Nebraska State law or other eligible improvement listed under “Eligible Project Types” (above).

Eligible Costs

Section 13-3205(1) of the State law states "the costs financed under the assessment contract may include the cost of materials and labor necessary for installation, permit fees, inspection fees, application and administrative fees, bank fees, and all other fees incurred by the owner pursuant to the installation."

Savings to Investment Ratio (“SIR”)

Nebraska State Law requires the savings realized by an energy project to equal or exceed the principal cost of the energy project. Therefore, an SIR of 1.0 or greater is required for all energy projects. The SIR is generally calculated by dividing the projected energy savings for the life of the improvements by the cost of the eligible energy efficiency improvements. When calculating the SIR, the SIR for individual discrete components of the project for which PACE funding is being requested must be provided. The City’s approval will be based on the total SIR for the entire project meeting an SIR of 1.0 or greater.

Applicants should include estimated operations and maintenance costs, and projected increases (escalations) in the cost of energy use, in the calculations.

The applicable City official will evaluate the methodology used to determine the energy savings calculations. At this time, the City does not favor one methodology over another. However, please include in the application an explanation of the methodology used to determine the SIR. The City may prescribe a methodology at a future date.

Applicants may request a waiver of the [SIR or](#) estimated economic benefit requirement and must submit a rationale for this request along with the application, if they choose to [request a waiver](#)~~de-se~~. The District Administrator may grant or deny the applicant’s request for a waiver.

Energy Projects and Building Codes

The City requires an energy project to meet all relevant energy and building codes. However, for new construction, only aspects of the energy project that exceed energy and building codes are eligible for PACE financing in the FPD. Nebraska energy codes are presented at [http://www.neo.ne.gov/home const/iecc/iecc_codes.htm](http://www.neo.ne.gov/home_const/iecc/iecc_codes.htm).

Costs associated with building to these requirements are eligible under the FPD with the exception of new construction which is required to exceed such requirements as referenced above. In both new construction

and rehabilitation projects, an engineer must demonstrate that the savings generated by the energy project will exceed the cost of the energy project through the life of the PACE loan, as required by State law for loans of \$250,000 or greater, [unless a waiver is requested](#).

Verification of Completed Energy Project

Section 13-3204(m) of the Nebraska State Law requires the municipality to obtain verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended. To meet these criteria, City Inspectors must sign off on components of the project for which they have jurisdiction. Additionally, a professional engineer licensed in the State of Nebraska must provide a letter to the applicable City official stating the systems or improvements were properly installed and are operating as intended.

Funding Level and Fees

The FPD fee structure is summarized in the following table:

Application Fee	Administrative Processing Fee	Annual Fee
\$1,000.00	1% of loan not to exceed \$40,000	\$500.00

The application fee is collected at the time of application. This fee is not refundable.

An administrative fee is due upon approval of the PACE project [and must be paid no later than concurrently with distribution of funds at the time of closing on the PACE loan](#). The administrative fee shall be subject to a 50% reduction for a project requiring submission of Tax Increment Financing (TIF) fees.

The annual administrative fee will be collected throughout the life of the loan.

FPD Application Instructions

The City's PACE application is included in this manual as Attachment 1 and is also located at the following web address: www.fremontne.gov, along with other PACE-related resources.

Your completed applications should be submitted to:

Lottie Mitchell
Grant Coordinator
City of Fremont
400 E Military Ave
Fremont, NE 68025
Lottie.mitchell@fremontne.gov
(402) 727-2630

Applicants should, as best as they can, provide responses to questions within the application form, rather than relying on attachments. Attachments providing supporting data, drawings, and calculations are acceptable.

Provided below is clarification for specific sections of the application.

Project Details

Please describe the entire project, not just PACE components of the project. Please include drawings, maps, and photographs, when appropriate.

Financing Details

Applicants may add rows to the tables provided in this section.

A Professional Engineer licensed in Nebraska is required to determine/approve the energy savings calculations [for Class I applications](#).

Other Topics

Applying for both PACE and TIF

If the property owner is applying for PACE and TIF funding, applicants should indicate as such on the application.

Who reviews the applications?

The District Administrator, the District Administrator's representative or a designated third party administrator will review the applications. Please direct inquiries and submit your application to: Lottie.mitchell@fremontne.gov.

Who approves the applications?

The City/FPD has established a ~~five~~^{seven} (57) member PACE Review Committee appointed by the Mayor and confirmed by City Council. The Committee makes a recommendation to the District Administrator to approve or disapprove the applications or may request additional information from the applicant. The District Administrator will approve or disapprove the application based upon recommendations of the Committee and will provide a letter to the applicant with the decision.

What if a waiver of the estimated economic benefit requirement is denied?

If the District Administrator denies an applicant's request to waive the estimated economic benefit requirement, the applicant may appeal the denial by submitting a request in writing to the City Clerk of the City. The appeal shall be mailed by certified mail or hand delivered to the City Clerk within fourteen days from the date of the denial. The City Clerk will place the item on the next City Council agenda for consideration. The City Council will review the matter on the record made by the District Administrator and, after providing the applicant a formal opportunity to be heard, the City Council will make the final decision as to the waiver.

ASSESSMENT CONTRACT
REAL ESTATE COVENANT

THIS ASSESSMENT CONTRACT (hereinafter referred to as "Contract"), is made and entered into effective this ____ day of _____ 20____ (the "Effective Date") by and between The City of Fremont, a municipal corporation of the State of Nebraska (hereinafter referred to as "City"), as Governing Body for the **FREMONT AREA PACE DISTRICT**, a Nebraska clean energy district (hereinafter referred to as "Energy District"), **[PACE LENDER]**, a Nebraska _____ company (hereinafter referred to as "Lender"), and **[Property Owner]**, a Nebraska _____ company (hereinafter referred to as "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner is the owner of certain real property located at **[PACE Property Location]**, in the City of Fremont, Nebraska as further described on Exhibit A attached hereto (the "Property"); and

WHEREAS, City has adopted Ordinance No. 5517 (hereinafter referred to as the "Ordinance"), an ordinance to enable the City to create a clean energy assessment district pursuant to Nebraska Revised Statute Sections 13-3201 to 13-3211, inclusive, and known as the "Property Assessed Clean Energy Act," (hereinafter referred to as the "Act"); and

WHEREAS, the Property Owner has obtained the written consent of all persons or entities that currently hold mortgage liens or deeds of trust on the Property, if any, to the Loan, as herein defined, and this Contract; and

WHEREAS, the Property Owner intends to make energy efficiency improvements (as such term is used in Neb. Rev. Stat. Sec. 13-3203(3) of the Act) at the Property, as described on Exhibit B attached hereto (the "Project"); and

WHEREAS, the Act provides that the energy efficiency improvements serve a public purpose in that (i) energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska's citizens, (ii) using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants, and by building the market for energy efficiency and renewable energy products, new jobs will be created for Nebraskans, and (iii) a public purpose will be served by providing municipalities with the authority to finance the installation of energy efficiency improvements and renewable energy systems through the creation of clean energy assessment districts; and

WHEREAS, the Lender has agreed to make a loan to the Property Owner in the amount of _____ No/100ths Dollars (\$_____.00) (the "Loan"), the proceeds of which will be used to fund the implementation of the Project; and

WHEREAS, the Act provides in part that “the obligations set forth in the assessment contract, including the obligation to pay assessments, are a covenant that shall run with the land and be obligations upon future owners of the qualifying property”; and

WHEREAS, the City has agreed to direct the Dodge County Treasurer to levy PACE Assessments, collect or cause the collection of the PACE Assessments, record such PACE Assessments as a lien on the Property, as allowed by the Act, and authorize direct payments on such PACE Assessments to the Lender to be applied to pay down the Loan, all as more particularly set forth herein; and

WHEREAS, the City is authorized to enter into this Contract pursuant to the Act.

NOW, THEREFORE, for and in consideration of the making of the Loan and the financing and collection arrangements between the Lender, the Property Owner and the City, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Lender, Property Owner and the City acknowledge and agree as follows:

1. Defined Terms. The words and phrases as specifically defined in Neb. Rev. Stat. Sec. 13-3203, as amended, or in the Ordinance shall have their defined meanings. The following capitalized terms used in this Contract shall have the meanings defined or referenced below or in the Recitals above:

“City Parties” shall have the meaning set forth in Section 14 hereof.

"County Treasurer" means the office of the Dodge County Treasurer.

"Installment" means the portion of the Loan Amount that is due on a particular date in a particular Tax Year as more fully described in Sections 2 and 5 hereof and shown on Exhibit C, as may be increased by the County Treasurer Fee, if applicable, pursuant to Section 5(a).

"Lender Parties" shall have the meaning set forth in Section 15(a) hereof.

"Liabilities" shall have the meaning set forth in Section 14(a) hereof.

"Loan" shall have the meaning set forth in the Recitals above.

"Loan Agreement" shall mean the loan agreement entered into between the Property Owner and the Lender.

"Loan Amount" means, as of any date of computation, the outstanding amount of all principal under the Note, accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, default interest rate charges, prepayment premiums or fees or administrative expenses related to the Loan, including without limitation, the administrative fees set forth in Section 16 hereof and any and all other fees to be paid to County Treasurer,

the Lender, or any other party by the Property Owner in connection with the Loan.

"Loan Documents" shall mean the loan documents with respect to the PACE Loan entered into between the Property Owner and the Lender.

"Note" shall have the meaning given such term in the Loan Agreement.

"PACE Assessment" means a given annual PACE Assessment levied as an Assessment pursuant to Section 13-3205(7) of the Act.

"PACE Assessments" means more than one PACE Assessment.

"Project" means the planning, design, and installation of the energy efficiency improvements on the Property.

"Register of Deeds" means the office of the Register of Deeds for Dodge County.

"Tax Year" means the period from January 1 through the following December 31.

2. Payments. The Loan Amount shall be payable in semi-annual Installments on April 1 and August 1 of each Tax Year. The Loan shall bear interest, including default interest, at the rates set forth in the Note and payments shall be due under the Note and the Loan Agreement as more fully described therein and in Section 5 of this Contract, ending upon payment in full of the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note. The amounts of the Installments are based on a Loan Amount as of the date of this Contract of \$_____. The Loan shall be fully amortized over the term of the Loan, _____, and shall be repaid on the terms set forth in this Contract, the Loan Agreement and the Note. For each Tax Year during the term of this Contract, the Lender shall supply the Energy District with the amount of each Installment for such year by delivering a completed Lender Installment Certificate in the form attached hereto as Exhibit D on or before December 31 of such Tax Year. Should the Lender fail to deliver a Lender Installment Certificate on or before December 31 of any Tax Year, the Installments shall be presumed to be the same as the Installments for the applicable Tax Year as shown on Exhibit C, with any surplus or shortfall to be addressed by adjusting the amount of a subsequent Installments.

3. Consent to PACE Assessments.

(a) By entering into the Contract, the Energy District hereby agrees to enforce the PACE Assessments and impose the Installments as PACE Assessments pursuant to the Act. Upon execution of this Contract, the Energy District will cause this Contract to be recorded against the Property in the office of the Register of Deeds.

(b) The Property Owner hereby agrees and acknowledges: (i) that the Property is subject to the PACE Assessments, and further consents to the levy of the Installments; (ii) that Property Owner shall cause to be paid the Installments when due pursuant to the terms set forth in this Contract, the Loan Agreement and the Note; and (iii) that delinquent Installment(s) of the PACE Assessment can become a PACE lien under the Act.

4. Term. This Contract shall remain in full force and in effect until the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note have been paid in full.

5. Installments.

(a) During the term of this Contract, the PACE Assessments shall be paid directly to the Lender. The Property Owner and the Lender agree that the Lender may cause a payment to be made to the County Treasurer in addition to such Installments a fee in such amount as allowed by law (the "County Treasurer Fee").

(b) The aggregate amount of all PACE Assessments shall equal the cost of the energy project, interest, financing costs and fees described in the Loan Documents and this Contract, and all as permitted by the Act and as expressed in the Loan Amount, and any amount as needed to pay the County Treasurer Fee, as shown on Exhibit C attached and incorporated by this reference.

(c) The Property Owner hereby agrees to pay the PACE Assessment coming due on December 31 of each Tax Year in two equal installments, the first on or before May 1 and the second on or before September 1 of the year immediately following the date that the PACE Assessment came due. For clarity, and as an example, if a PACE Assessment comes due on December 31, 2020, the PACE Assessment payment for Tax Year 2020 shall be made as follows: (i) the first installment of one-half the PACE Assessment shall be due and payable on or before April 1, 2021, and delinquent on April 2, 2021, and (ii) the second installment of one-half of the PACE Assessment shall be due and payable on or before August 1, 2021, and shall be considered delinquent on August 2, 2021.

(d) The Property Owner hereby agrees to pay the property tax bills and Installments for the Property during the term of this Contract in a timely fashion so as to avoid any default on, or delinquency in such payment.

(e) If the Property Owner fails to pay all or part of any Installment when due, or fees or costs under the Loan Documents and this Contract, the parties hereto acknowledge and agree that (i) default interest on the unpaid amounts of the Installments and such fees and costs (which shall include, without limitation, any Prepayment Fee as defined in the Note) shall accrue in favor of the Lender as set forth in the Note, (ii) such default interest and fees

and costs shall be added to the PACE Assessments and shall be included as part of the Installments due thereafter unless and until all such accrued and unpaid default interest and such fees and costs are paid in full, and (iii) such default interest shall be in addition to any and all penalties and interest that may be imposed by or accrue in favor of the Energy District as a result of the Property Owner's failure to pay real estate or other property taxes or other assessments on the Property. In addition, Installments shall continue to be levied as PACE Assessments notwithstanding Property Owner's failure to pay all or part of any past Installment, such that the County Treasurer shall continue to levy PACE Assessments, including default interest to be paid to the Lender, until the Loan Amount, including all accrued and unpaid interest, is paid in full.

(f) The Property Owner hereby agrees and acknowledges that failure to pay any Installment of the PACE Assessments, or failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing in favor of the Lender on the amounts due, in addition to penalties and interest that may accrue in favor of the Energy District. In addition, the Energy District shall record a PACE lien on the Property as a result of any failure to pay when due (i) any payment required by the Note and Loan Documents or (ii) any Installment of the PACE Assessments. Furthermore, the Property Owner hereby agrees not to seek a compromise of any delinquent Installment.

(g) Any PACE Assessment imposed on the Property that becomes delinquent, including any interest on the PACE Assessment and any penalty, shall constitute a PACE lien against the Property until the PACE Assessment, including any interest and penalty, is paid in full.

6. Loan Amount; Prepayment.

(a) Subject to the terms and conditions in the Loan Documents, the Lender agrees to disburse to the Property Owner the Loan Amount.

(b) The Property Owner may only prepay the Loan as set forth in the Loan Agreement and Note. In the event of any permitted prepayment, the Lender shall certify to the Property Owner and the Energy District the aggregate amount due on the Loan, including principal, interest, fees and any Prepayment Fee as described in the Note, within thirty (30) days of receipt of a written request for prepayment from the Property Owner. If any prepayment is made to the Energy District, the Energy District shall certify to the Property Owner and the Lender any and all amounts collected by the Energy District and not yet remitted to the Lender within fifteen (15) days of receipt of a written request for prepayment by the Property Owner, as well as any administrative fees payable, but not yet collected, as of the anticipated prepayment date. To the extent that the Energy District has received any funds from the Property Owner prior to the Property Owner's requested date of prepayment, but has not yet remitted the same to the Lender, the Energy District shall remit the same to the Lender on or before the date of the Property Owner's requested date of prepayment. No prepayment shall be effective, and no funds paid by

the Property Owner or the Energy District will be applied to the Loan Amount, unless and until the Lender receives the full Loan Amount from the Energy District and the Property Owner. The Property Owner acknowledges that failure of the Energy District to remit any funds held by the Energy District on or prior to the Property Owner's requested date of prepayment may result in additional interest due in connection with such prepayment.

(c) Without the prior written consent of the Lender, which consent may be given or withheld in the Lender's sole discretion, the Loan may not be prepaid in part and, if such consent is given, any such partial prepayment must be made in strict compliance with the terms and conditions set forth in such written consent, which terms and conditions may include a prepayment penalty. Any partial prepayment in violation of this provision will not be accepted by the Lender. Notwithstanding the foregoing, the Property Owner shall not be deemed to have made a prepayment if the Property Owner decides to pay any Installment in full, as opposed to payment on an installment basis, for any given Tax Year, as applicable.

7. Collection of Installments: Payments to the Lender.

(a) The City shall follow reasonable and customary practices to cause the PACE Assessments to be levied, including assessing penalties and charging interest.

(b) All Installment payments shall be made directly to the Lender as the Lender shall direct.

(c) In the event of a failure of the Property Owner or its successors to pay any Installment of the PACE Assessments resulting in a PACE lien on the Property, the City agrees to exercise the remedies available to the City under the law, including referral of the matter to Dodge County for collection and/or foreclosure pursuant to the statutes applicable to the collection and enforcement of assessments by the County Treasurer.

8. Limitation on Other Obligations Payable. The Energy District will not issue or incur any obligations payable from the proceeds of the PACE Assessments nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon the PACE Assessments or the Installments, except for administrative fees as provided in this Contract, the Loan Agreement, or as allowed by the Act.

9. The Energy District Representations regarding Loan and Loan Documents. The Energy District hereby represents to the Lender and to the Property Owner that (i) it is and will be duly authorized under all applicable laws to execute this Contract, (ii) this Contract is and will be the valid and legally enforceable obligation of the Energy District, enforceable in accordance with its terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally, and (iii) this Contract and the dollar amount and all other

terms and conditions of the Loan as set forth herein, the Loan Agreement and the Note are in compliance with the provisions of the Act and the Ordinance. The Energy District shall at all times, to the extent permitted by law, defend, preserve and protect the PACE Assessments created by this Contract and all the rights of the Lender hereunder against all claims and demands of all other persons whomsoever.

10. Re-L Levy of PACE Assessments. If the Energy District shall have omitted to cause the assessment or collection of any PACE Assessments when it is required by this Contract or by the Act or Ordinance to have done so, then the Energy District shall take all necessary steps to cause new PACE Assessments (equal in amount to those not assessed, levied or collected plus interest and penalties, if any, thereon) to be levied against the Property in addition to those PACE Assessments otherwise to be levied or assessed against the Property. If any PACE Assessment shall become uncollectible or unenforceable for any reason, including without limitation foreclosure, judicial decree or operation of law, then the Energy District shall take all necessary steps to cause a new PACE Assessments (equal in amount to the invalid PACE Assessments plus interest and penalties, if any, thereon) (“Replacement Assessments”), to be assessed and levied against the Property and the remaining PACE Assessments due and payable under this Contract shall be adjusted to reflect such Replacement Assessments and levy and Exhibits C and D hereto shall be amended to reflect such Replacement Assessments and levy.

11. Covenant that Runs with the Land. The Property Owner agrees that the obligations set forth in this Contract, including the obligation to pay the Installments, the PACE Assessments, each PACE Assessment itself, any Replacement Assessments, any PACE liens arising in connection with each PACE Assessment, and all charges and fees permitted under this Contract are collectively a covenant for the benefit of the City and the Lender that touches, concerns and shall run with the land that comprises the Property, and are obligations upon all future owners of the qualifying Property during the term of this Contract as set forth in Section 4. Upon the transfer of ownership of the Property, including, but not limited to, a sale pursuant to a foreclosure or a sale pursuant to the exercise of a power of sale under a deed of trust, the obligation to pay Installments and PACE Assessments shall run with the land comprising the Property.

12. Waiver of Strict Compliance on Lien Notices. The Property Owner waives, to the maximum extent permitted by law, compliance with the statutory notice requirements from the Lender to the City with regard to delinquencies under Section 13-3206 of the Act, or any amendment or replacement thereto, and agree that, with respect to any given delinquency where the notice provision has not been complied with, the Lender may redeclare the delinquency on a stated date to be determined by the Lender, give notice to the City as to such redeclared delinquency as provided by the Act which shall be treated for all purposes as if such redeclared delinquency was the initial delinquency, and the City shall thereafter file the lien provided for by the Act with respect to such PACE Assessment in the time period provided by the Act.

13. Prohibition Against Other Assessments. The Property Owner shall not, during the term of this Contract, enter into any other voluntary assessment contract

with the City, or cause, suffer or permit any other voluntary assessment to be levied against the Property without the prior written consent of the Lender.

14. Waiver of Claims Against the City.

(a) For and in consideration of the City's execution and delivery of this Contract, the Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under the Property Owner, hereby waives the right to recover from the City and any and all officials, agents, employees, attorneys and representatives of the City (collectively, the "City Parties"), and fully and irrevocably releases the City Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that the Property Owner may now have or hereafter acquire against any of the City Parties and accruing from or related to (i) this Contract, (ii) the disbursement of the Loan Amount, (iii) the levy and collection of the PACE Assessments and/or Installments, (iv) the imposition of the PACE lien of the PACE Assessments, (v) the performance of the Project, (vi) the Project, (vii) any damage to or diminution in value of the Property that may result from construction or installation of the Project, (viii) any injury or death that may result from the construction or installation of the Project, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project, (xi) the amount of energy savings resulting from the Project or any assured performance guaranty, (xii) the workmanship of any third parties under any agreements including any construction contracts, and (xiii) any other matter with respect to the Project (collectively, the "Liabilities"). This release includes claims, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which the Property Owner does not suspect to exist which, if known by Property Owner, would materially affect the Property Owner's release of the City Parties. Notwithstanding the foregoing, the Property Owner's release under this section shall not extend to Liabilities arising from the City's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by the Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by the Property Owner and the termination of this Contract.

15. Waiver of Claims Against the Lender.

(a) For and in consideration of the Lender's execution and delivery of this Contract, the Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under the Property Owner, hereby waives the right to recover from the Lender and any and all officials, agents, employees, attorneys and representatives of the Lender (collectively, the "Lender Parties"), and fully and irrevocably releases the

Lender Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that the Property Owner may now have or hereafter acquire against any of the Lender Parties and accruing from or related to the Liabilities, as defined above. This release includes claims, obligations, liabilities, causes of action and damages of which the Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by the Property Owner, would materially affect the Property Owner's release of the Lender Parties. Notwithstanding the foregoing, the Property Owner's release under this Section shall not extend to Liabilities arising from the Lender's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by the Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by the Property Owner and the termination of this Contract.

16. Administrative Fees.

(a) The Property Owner agrees to pay a one-time administration processing fee to the Energy District in the amount of 1% of the Project costs financed through the Loan (i.e., the Loan amount less all fees and expenses incurred in issuing the Loan), or Forty Thousand Dollars (\$40,000.00), whichever is greater. Such payment shall be included in the initial Installment.

(b) The Installments shall include an administrative fee to be collected by the Energy District in the amount of \$500 per Tax Year as of January 1st of each Tax Year. This fee shall be included, on an annual basis, in the Installments to be set forth on Schedule of Installments attached hereto as Exhibit C.

17. Project Completion. Upon completion of the Project, Property Owner will submit to the Energy District and the Lender a written certification from Property Owner and the contractor(s), if any, that performed the work incident to the construction and installation of the Project, stating the actual cost of the Project. If the actual cost of the Project is less than the Loan Amount advanced by the Lender, the Property Owner shall immediately repay to the Energy District the excess of the amount advanced over such actual cost of the Project and the Energy District shall remit the full amount thereof to the Lender.

18. Specific Acknowledgments of Property Owner. The Property Owner specifically attests and declares that:

(a) It has obtained an acknowledged and verified written consent and subordination agreement executed by each mortgage holder or trust deed beneficiary stating that the mortgagee or beneficiary consents to the imposition

of the annual assessment and that the priority of the mortgage or trust deed is subordinated to the PACE lien established in Neb. Rev. Stat. 13-3206,

(b) There are no delinquent taxes, special assessment, water or sewer charges, or any other assessments levied on the property; that there are no involuntary liens on the property; and that the Property Owner is current on all debt secured by a mortgage or trust deed encumbering or otherwise securing the property.

(c) There are no delinquent annual assessments on the qualifying property which were imposed to pay for a different energy project under the Act.

(d) There are sufficient resources to complete the energy project and that the energy project creates an estimated economic benefit, including, but not limited to, energy and water cost savings, maintenance cost savings, and other property operating savings expected during the financing period, which is equal to or greater than the principal cost of the energy project.

19. Notices. Any notice, demand, consent, approval, request, or other communication or document required or permitted to be given by a party hereto to another party shall be deemed to have been given when (i) delivered personally (with written confirmation of receipt); (ii) sent by telefacsimile to a fax number as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service; (iii) sent by email to an email address as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service; (iv) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested); or (v) received by the addressee, if sent by certified mail, return receipt requested, to the address set forth below:

If to Property Owner:

If to Lender:

with copy to:

If to the Energy District, to: Lottie Mitchell
Grant Coordinator
City of Fremont
400 E Military
Fremont, NE 68025

Lottie.mitchell@fremontne.gov

with copy to:

Tyler Ficken
City Clerk
City of Fremont
400 E Military
Fremont, NE 68025
Tyler.ficken@fremontne.gov

or to such other person or address as the Property Owner, City, Lender and the Energy District shall furnish to each other in writing.

20. Assignment or Sale by Lender. Property Owner and the Energy District agree that the Lender may, at its option, assign the Loan, and its rights and obligations under the Loan (including this Contract, the Note and the other Loan Documents), and Property Owner, the Energy District and the Lender acknowledge and agree that there are no limitations on the right of the Lender to assign its interests in the Loan.

21. Collateral Assignment of this Contract. The Energy District agrees that this Contract may be collaterally assigned by Property Owner to the Lender and its successors or assigns.

22. Supremacy. In the event of any conflict, inconsistency or ambiguity between the provisions of this Contract and the provisions of the Loan Agreement, the provisions of this Contract shall control.

23. Compliance with Laws. The Lender and Property Owner hereby agree to comply with all applicable federal, state and local lending and disclosure requirements and with the provisions of the Act.

24. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed a single agreement.

25. Amendment. This Contract may be amended only by a writing signed by the Property Owner, the Lender and the Energy District.

26. Severability. If any one or more of the provisions of this Contract shall be found to be invalid, illegal or unenforceable in any respect of to any extent, such finding shall not affect the validity, legality or enforceability of the remaining provisions of this Contract.

27. Transferability. Property Owner, the Lender and the Energy District agree that the obligations of this Contract are covenants that shall run with the land and be binding on all future owners of the Property.

28. Effect of Subdivision of Property. No subdivision of the Property subject to this Contract shall be valid unless an amendment to this Contract divides the total

PACE Assessments between the newly subdivided parcels pro rata to the special benefit realized by each subdivided parcel.

29. Non-Waiver. No waiver by Lender or Energy District of any default or breach of this Agreement or the shall operate as a waiver of any other default or of the same default on a future occasion.

30. Authorization. This Contract has been duly authorized by all necessary action by the Property Owner and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Property Owner, with any law, regulation, or court order that is applicable to the Property Owner in any way.

31. Modification of Contract. This Contract may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

[Signature Pages Follow]

LENDER:

[PACE LENDER], a Nebraska limited liability company

By _____
[Address], [Lender Contact]

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by [Name], personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which he/she acted, executed the instrument. He/she is the [Lender Contact] of [PACE Lender], a Nebraska limited liability company, for and on behalf of said [PACE Lender], and he/she acknowledged, signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Notary Public

FREMONT AREA PACE DISTRICT, a Nebraska
clean energy district

By: _____

Lottie Mitchell,
On behalf of the City of Fremont, Nebraska, as
the governing body of the Fremont Area PACE
District

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which he/she acted, executed the instrument. She is the authorized signatory of the Fremont Area PACE District, a Nebraska clean energy district, for and on behalf of said Fremont Area PACE District, and he/she acknowledged, signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Notary Public

EXHIBIT A

Legal Description of Property

[Insert legal description].

EXHIBIT B

Description of Project

[Narrative]

EXHIBIT C

SCHEDULE OF INSTALLMENTS

The above Installments are based on the following assumptions:

1. All interest payable shall be calculated on the basis of a 360-day year, but shall be charged for the actual number of days elapsed, that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding Principal Balance, multiplied by the actual number of days the Principal Balance is outstanding.
2. There is no Installment due April 1, 20___. The amount shown above for such date represents capitalized interest.
3. The Lender disburses all Loan proceeds to the Property Owner (as defined in the Loan Agreement) on _____, 20___. Interest accrues from the date of disbursement at the interest rate described above. The Property Owner acknowledges that an amount equal to all interest that shall accrue from the date of disbursement until the date of the anticipated receipt of the initial Installment by Lender (April 1, 20___), shall be disbursed to Lender at Closing.
4. After the initial Installment, the Energy District will adjust the PACE Assessments and the subsequent Installments, if necessary, to reflect the actual PACE Assessments due pursuant to the Assessment Contract, as certified to the Energy District by Lender.
5. The above Installments shall include the County Treasurer Fee.

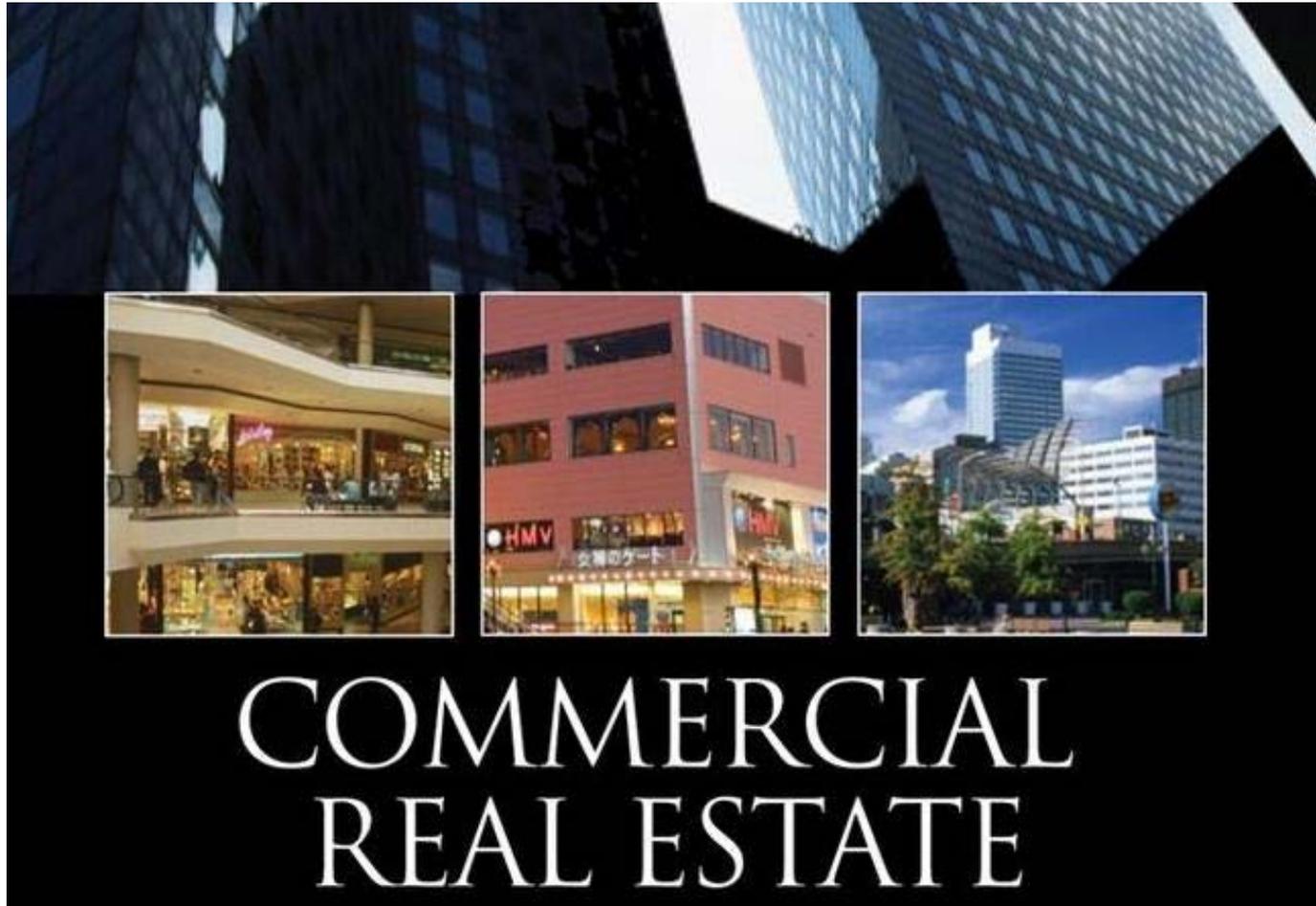
EXHIBIT D

Lender's Form of Installment Certification

Property Owner: _____
Property Tax Key: _____
Interest Rate: _____
Date of PACE loan: _____

Payment Date	Date of PACE Loan	Installment	Number of Installments Remaining	Outstanding Loan Amount as of date of Installment Certification
04/1/				
08/1/				
04/1/				
08/1/				
04/1/				
08/1/				
04/1/				
08/1/				
04/1/				
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PACE FINANCING FOR



PACE: Property Assessed Clean Energy

- Commercial Real Estate Financing for Energy Efficiency, Water Conservation & Renewable Energy Systems
- Long Term (20-30 years)
- Fixed Rates, Non-Recourse
- Secured by Annual Assessments on the Property (reason why states and cities are involved)
- No Public Funds At-Risk; No City or Taxpayer Liability

WHAT IS PACE FINANCING?

- Financing tool approved in 36 states, Washington, D.C.
- 20 active state programs, 6 states in-development



PACE in Nebraska

- April 2016 – Legislature adopts PACE Act (LB 1012)*
- May 2017 – Omaha passes first PACE ordinance
- June 2018 – First PACE loan funded in Omaha
- August 2018 – Lincoln passes PACE ordinance
- April 2019 – First PACE loan funded in Lincoln
- August 2019 – La Vista passes PACE ordinance

PACE in Nebraska

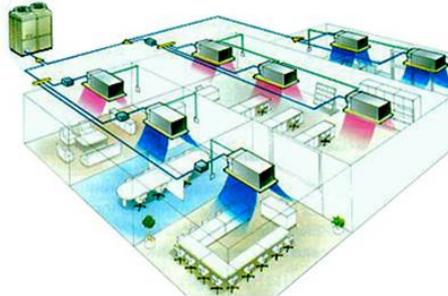
- Largest Project: \$24.9 million, Omaha Capitol District
 - 333-room Marriott hotel
 - 223-unit apartment building
 - 90,000 sf retail space
- Smallest Project: \$900,000 for a car wash in Omaha
- Total PACE loans approved as of 9/27/19:
 - Ten in Omaha, Two in Lincoln; approx \$45 million
- Eight hotels; others: apartments, indoor sports facility, car wash, retail

WHAT CAN PACE FINANCE?

Qualifying Energy Conservation Measures: Energy Efficiency, Water Conservation, and Renewable Energy Systems



Commercial Boiler



VRF HVAC System



LED Lighting



Chiller



Fume Hood



Escalator



Refrigeration



Parking Lights

PACE CAN FINANCE:



Controls



Elevator



Windows



Cool Roof



Solar PV

- Insulation
- Caulking, Weather-stripping and Air Sealing
- Water Heating Systems
- Daylighting Systems
- Energy Recovery Systems
- Cogeneration and Trigeneration
- Solar, Geothermal, & Wind
- Energy efficiency related items up to 25% of the total cost of the energy project

AND MORE...

DEVELOPMENT SCENARIOS FOR PACE

- Redevelopment including:
 - Renovations
 - Retrofits
 - Rehabs
 - Conversions
- Owner occupied building projects
- New construction
- Non profits (YMCA's & churches)

PACE IN THE CAPITAL STACK

Project Financing Without PACE

Project Cost	<u>100</u>	
Debt		70
Equity	<u>30</u>	
Total	100	

Project Financing With PACE

Project Cost	<u>100</u>	
Debt		70
PACE		20
Equity	<u>10</u>	
Total	100	

PACE – AN ALTERNATIVE SOURCE OF EQUITY

- Cost of PACE Equity: 5.25% - 6.25% (Sept 2019)
- Cost of Investor Equity: 8% - 14%

BENEFITS OF PACE

- Available through project completion in Nebraska (in many states up to 36 months beyond completion)
- PACE can fund 100% of the Energy Efficiency, Water Conservation & Renewable Energy System related improvements of a Project, up to a maximum of 20% - 30% of the property's "Value at Completion"
- Typically \$500k* to \$20 Million plus for a single PACE loan
- No lengthy public approval process (45 – 90 days from application to closing)



Senior Lender Consent Required

In every Commercial PACE transaction, existing lienholders (typically a bank) are asked to provide Acknowledgment, Consent and Subordination to PACE liens.

In Nebraska PACE liens are ONLY triggered when a borrower misses a payment; even then it's only the missed payment that becomes a lien. PACE loans never accelerate.

First National Bank of Omaha, Great Western Bank, Union Bank, Five Points Bank, and Pinnacle Bank have consented in Nebraska.

ENERGY ENGINEERING – TO QUALIFY A PACE PROJECT

Project Details *Submit separate sheet if necessary*

Measure #	Description /Specification of Energy Measure
#1	Parking Lot Lighting Retrofit: replacement of 22 existing 400w MH fixtures with new 235w LED fixtures.
#2	Building Exterior Lighting Retrofit: replacement of 94 existing fixtures in soffits of the building with new LED fixtures.
#3	Roof Replacement: replacement of approximately 97,000sf of roofing. Existing roof cores showed an estimated R-value of 8. New roof has a R-value of 25.
#4	Storefront Window Replacement: replacement of approximately 6000sf of existing storefront window system.
#5	HVAC RTU Replacements: replacement of existing rooftop units (160 tons) with high efficiency units.
#6	EIFS Repairs: repair and replacement of approximately 1000sf of EIFS (and insulation) around the building.

Measure #	Construction Costs/Bids	Estimated Useful Life (yrs.)	Year #1 Energy Savings	Year #1 Maintenance & Operational Savings	Over Term Energy Savings (specify % growth/yr.)	Over Term Maintenance & Operational Savings (specify % growth/yr.)	Over Term Total Savings (Energy + O&M)
#1	\$164,468	20	\$954	\$2,200	\$32,390	\$74,697	\$107,087
#2	\$8,563	20	\$410	\$2,350	\$13,920	\$79,790	\$93,710
#3	\$684,218	30	\$1,590	\$5,000	\$53,999	\$169,766	\$223,765
#4	\$121,547	30	\$1,005	\$1,500	\$34,111	\$50,930	\$85,041
#5	\$200,000	20	\$23,640	\$1,500	\$802,661	\$50,930	\$853,591
#6	\$126,000	20	\$54	\$500	\$1,824	\$16,977	\$18,800
Total	\$1,304,796		\$27,653	\$13,050	\$938,904	\$443,090	\$1,381,994

Estimated total energy savings (in kBtu, kwh or therms)

Electricity = 305,973kWh; Gas = 3,175Mcf

ENERGY ENGINEERING – TO QUALIFY A PACE PROJECT

About half of the states with active PACE programs do not require PACE projects to meet a Savings to Investment Ratio (SIR). Nebraska's PACE law includes an SIR standard but to prevent the SIR from disqualifying otherwise worthy projects, LB23 (2019) allows the SIR standard to be waived by the PACE program administrator.

From the Nebraska PACE Act: LB23 (2019)

...there are sufficient resources to complete the energy project and that the **energy project creates an estimated economic benefit**, including, but not limited to, energy **and water** cost savings, maintenance cost savings, and other property operating savings expected from the energy project during the financing period, **which is equal to or greater than the principal cost of the energy project.** **The estimated economic benefit may be derived from federal, state or third-party energy certifications or from standards of energy or water savings associated with a particular energy efficiency improvement or set of energy efficiency improvements.** **A municipality may waive the requirements of this subdivision upon request of the owner of the qualifying property, and, if such request is denied, the owner may appeal the denial ...**

PACE Program Approval and Administration

- Adopt PACE ordinance and designate PACE administrator
- Publish PACE program guide incl application & fee schedule
- Accept PACE applications including application fee
- Review and approve/deny application
- Issue letter of qualification
- Review, approve and sign PACE assessment contract
- City receives administrative fee at PACE loan closing
- Third-party confirms installation of qualifying measures
- City receives annual fee for program admin; annual report
- City responsible for filing lien if default (missed payment)

Why do Cities adopt PACE?

- An Existing or New Business Owner or Developer wants to Use PACE Financing
- No Public Funds At-Risk; No City or Taxpayer Liability
- Gives Commercial Real Estate owners & developers another tool to help finance new construction or upgrade existing buildings
- Adds Another Economic Development Tool to the Tool Box (today Iowa and Kansas do NOT have PACE laws)



Questions?



Chris Peterson
Managing Partner, Nebraska
PACE Sage Capital, LLC
1327 H Street, Suite 303
Lincoln, NE 68508
Cell: 402.470.7294
chris@pacesage.com
www.pacesage.com

Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: January 14, 2020
SUBJECT: Request for Amendment to 23 & Bell Redevelopment Plan for the Fremont Mall Project, to designate the property as an Enhanced Employment Area and to impose a 1% occupation tax on sales.

Recommendation: Approve Resolution # 2020-001

Background:

This is a request for an amendment to the Redevelopment Plan for the 23rd & Bell Redevelopment Area to create the Fremont Mall Rehabilitation Redevelopment Project. The plan proposes the designation of the Fremont Mall as an Enhanced Employment Area. The redevelopment is proposed to be financed via the imposition of a 1% occupation tax on sales.

The 23 & Bell Redevelopment area was declared blighted and substandard by the Fremont City Council on July 15, 2014. The 23 & Bell Area Redevelopment Plan was approved July 29, 2014. An amendment to the Redevelopment Plan for the Fountain Springs elderly housing consisting of 32 units was approved by the City Council on December 29, 2015. The Fountain Springs 55+ apartment project was approved in August of 2019.

The Redevelopment Plan states that the mall contains approximately 231,846 square feet in the main mall building of which approximately 81,669 square feet (35%) are vacant. The vacancies have occurred primarily over the last 5 years.

The Redevelopment Plan states that the mall has suffered deferred maintenance due to the loss of revenue from vacancies.

The Redevelopment Plan proposes relocation of interior walls, refacing the entrance to the mall, roof repair, rehabilitation of the HVAC system, replacement of exterior lights, and interior rehabilitation for tenant relocation to the Mall.

The Planning Commission held a public hearing on this item on December 16, 2019. The Planning Commission found that the proposal was in compliance with the Comprehensive Plan with a 5-4 vote with Sawyer, Nielsen, Borisow, Gifford and Bowen voting in favor and Carlson, Landholm, Horeis and Sookram voting nay.

18-2103(28) of the Nebraska Revised Statutes defines what work is considered a redevelopment project. A redevelopment project may include land acquisition, installation of public improvements, preparation of the plan, and survey work, among other things.

The Redevelopment Plan states:

“The proposed site plan and private sector improvements will comply with the City’s minimum open space, pedestrian way, landscaping, lighting, and parking standards as defined in the Zoning and Subdivision Ordinances, Building Codes, or other local ordinances. In addition, the City may elect to require additional standards in these areas as described in a written redevelopment agreement in order to help remove blight and substandard conditions.”

The property is currently zoned PD, Planned Development.

The Redevelopment Plan estimates that the Enhanced Employment Area eligible costs total \$3,387,644. An additional \$1,402,230 in privately financed improvements are proposed.

The “Blue Print for Tomorrow” Comprehensive Plan states that goals for economic development include:

- “1. Expand the tax base;
2. Promote new capital investment;
3. Grow new, good jobs;
4. Increase household wealth; and
5. Support the formation of new businesses.”

Findings:

The area was declared blighted and substandard in July 2014.

The proposed uses are consistent with the Comprehensive Plan.

The proposed redevelopment projects are in the best economic interest of the City of Fremont.

Council

RESOLUTION NO. 2020-001

RESOLUTION APPROVING AN AMENDMENT TO THE 23RD AND BELL REDEVELOPMENT PLAN BY ADOPTION OF THE REDEVELOPMENT PLAN FOR THE FREMONT MALL REHABILITATION, INCLUDING A REQUEST FOR DESIGNATION AS AN ENHANCED EMPLOYMENT AREA AND THE IMPOSITION OF A ONE PERCENT OCCUPATION TAX ON SALES; FOR PROPERTY LOCATED BETWEEN MEDICAL PARK DRIVE AND YAGER ROAD, NORTH OF E. 23RD STREET; APPROVAL OF RELATED ACTIONS; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Recitals:

WHEREAS: The City Council of the City of Fremont, Nebraska (the "City"), upon the recommendation of the City Planning Commission (the "Planning Commission"), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"), has previously declared an area, including an area legally described on the attached Exhibit A (the "Redevelopment Area"), to be blighted and substandard and in need of redevelopment; and

WHEREAS: Pursuant to and in furtherance of the Act, a Redevelopment Plan (the "Redevelopment Plan"), has been prepared and submitted to the Planning Department of the City of Fremont and the Community Development Agency of the City (the "Agency"), in the form of the attached Exhibit B, for the purpose of redeveloping the Redevelopment Area; and

WHEREAS: The Redevelopment Plan constitutes an amendment to the 23rd and Bell Redevelopment Plan by specifying the Fremont Mall Rehabilitation Project and to designate the Fremont Mall as an enhanced employment area; and

WHEREAS: The Redevelopment Area is currently zoned PD, Planned Development; and

WHEREAS: Pursuant to the Redevelopment Plan, the Agency would agree to: designate the Redevelopment Area as an Enhanced Employment Area; incur indebtedness; make a grant for the project specified in the Redevelopment Plan (the "Project") and agree with the City of Fremont to impose a one percent occupation tax on sales in the Enhanced Employment Area, in accordance with and as permitted by the Act; and

WHEREAS: A public hearing on the proposed amendment to the 23 & Bell Redevelopment Plan was held by the Planning Commission on December 16th, 2019, by the Community Development Agency on January 14th, 2020 and subsequently by the City Council on January 14th, 2020; and

WHEREAS: The Council has made certain findings and has determined that it is in the best

interests of the City to approve the Redevelopment Plan, approve the Redevelopment Project, and approve the transactions contemplated by the Redevelopment Plan; and

WHEREAS: The Council has determined that such proceedings were in compliance with *Neb. Rev. Stat.* §18-2112 to 18-2117 with regard to redevelopment plans;

WHEREAS: The Council has reviewed the Redevelopment Plan and determined that the proposed land uses and building requirements described in it are designed with the general purpose of accomplishing a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA:

1. The Redevelopment Plan is determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act. The City Council specifically documents that the Redevelopment Plan is in conformity with the General Plan for the development of the City in as much as it provides for the improvement of a major shopping center in the City that is properly zoned, pursuant to the General Plan for such activities. The City Council further documents that the Redevelopment Plan is in conformity with the legislative declarations and determinations of the Act, in that the Redevelopment Area has been declared substandard and blighted, has significant vacancies, is deteriorating and is inadequate for the intended use as a major shopping center. The City acknowledges receipt of the recommendations of the Agency and the Planning Commission with respect to the Redevelopment Plan.

2. The Redevelopment Plan provides for the designation of the Redevelopment Area as an enhanced employment area. In that regard the City Council determines that the new investment within the enhanced employment area will result in ten new employees and new investment of five hundred thousand dollars; that the estimated population of Dodge County Nebraska is 36,791 and that no business in the Redevelopment Area contains more than 135,000 square feet.

3. The Redevelopment Plan constitutes an amendment to the 23rd and Bell Redevelopment Plan.

4. The Redevelopment Plan is hereby approved in substantially the form attached as Exhibit B.

5. All prior resolutions, if any, which conflict with this Resolution are hereby repealed.

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

7. This Resolution shall take effect and be in force from and after its passage, approval, and publication as required by law.

PASSED and APPROVED on January 14, 2019.

Scott Getzschman , Mayor

ATTEST:

Tyler Ficken, City Clerk (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

Lots Two, Three, Five, Six and Seven, Rodamar Addition Replat 1 to the City of Fremont, Dodge County, Nebraska.

Lots One Rodamar Addition Replat 2 to the City of Fremont, Dodge County, Nebraska.

EXHIBIT B

REDEVELOPMENT PLAN

[to be attached]

**CITY OF FREMONT
REDEVELOPMENT PLAN FOR THE
FREMONT MALL REHABILITATION
INCLUDING REQUEST FOR
DESIGNATION AS AN ENHANCED EMPLOYMENT AREA AND IMPOSITION OF A
ONE PERCENT OCCUPATION TAX ON SALES**

I. INTRODUCTION.

The City of Fremont, Nebraska, recognizes that blight is a threat to the continued stability and vitality of the City as a focal point of business, financial, social, cultural and civic activity of the region, and a focus of community pride and achievement. Therefore, the City has initiated a program of revitalization whose goal is to enhance the City of Fremont as the center of government in the county-wide region; as the center of retail, business, industry, office, financial and entertainment activities for the community. To reach this goal of maintaining the City of Fremont as a multi-use center of the region, it will be necessary that the Fremont Mall be strengthened by capturing a share of the anticipated private market activity within the region. This area constitutes a critical portion of the community located on a major thoroughfare. This plan seeks to enhance the Fremont Mall by assisting in site rehabilitation in order to attract new tenants and generate retail activity. The level of investment to finance the needed site rehabilitation will require the combined efforts of the public and private sectors.

This Redevelopment Plan covers an area north of U.S. Highway 30 and west of North Yeager Road which is legally described and shown on Exhibit "A", attached hereto and incorporated herein by this reference ("Community Redevelopment Area"). The Community Redevelopment Area was declared blighted and substandard by the Fremont City Council pursuant to the Nebraska Community Development Law. The Community Redevelopment Area has been determined, through the blight and substandard resolution, to be in need of revitalization and strengthening to ensure that it will contribute to the economic and social well-being of the City.

To encourage private investment in the Community Redevelopment Area, this Redevelopment Plan has been prepared to set forth the Fremont Mall Rehabilitation Redevelopment Project ("Redevelopment Project"), which is considered to be of the highest priority in accomplishing the goal of revitalizing and strengthening the Community Redevelopment Area.

II. EXISTING SITUATION.

This section of the Redevelopment Plan examines the existing conditions within the designated Community Redevelopment Area. This section is divided into the following subsections: existing land use, existing zoning, existing public improvements, and existing building condition/blighting influences.

A. Existing Land Use. The Community Redevelopment Area contains a retail mall consisting of approximately 231,846 square feet in the main building and additional buildings on out lots. There is a substantial vacancy in the mall of approximately 81,669 square feet. This occupancy decline has followed a national trend and occurred in the last 5 years. A depiction of the Redevelopment Area and the vacancy is shown on Exhibit “B”.

B. Existing Zoning. The Community Redevelopment Area is zoned PD for Planned Development. The intent of the district is to provide for an area for a unified commercial center which provides goods and services to a regional trading area. Some of the permitted uses include retail stores.

C. Existing Public Improvements.

1. Street System. There is no internal street network or system constructed within the Community Redevelopment Area. There are however driving lanes in the parking areas with public access. Highway 30 (23rd Street) adjoins the Redevelopment Area on the south and North Yeager Road adjoins the Area on the east

2. Utilities. Existing public utilities are available in the Redevelopment Area.

D. Existing Building Conditions/Blighting Influences. The Fremont Mall has suffered significant declines in retail occupancy, similar to many malls in the country with a movement to online purchasing. Today approximately 35% of the mall is vacant. Estimated retail sales in the mall have declined from nearly \$18,000,000 in 2015 to less than an estimated \$6,000,000 in 2018. It is further estimated that sales tax generated at the mall has declined from \$1,250,000 to less than \$412,000 during the same period. (Sales tax numbers include state and local taxes). The current layout of the mall is obsolete for recruiting new tenants. Significant revision, repair and replacement will be required to update the mall to entice today’s buying public to re-engage in local retail shopping.

III. FUTURE SITUATION.

This section of the Redevelopment Plan examines the future conditions within the Community Redevelopment Area. This section is divided into the following subsections:

- A. Proposed Land Use Plan
- B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations
- C. Relationship to Local Objectives
- D. Building Requirements and Standards after Redevelopment
- E. Proposed Changes and Actions
- F. Enhanced Employment Declaration
- G. Proposed Cost and Financing

A. Proposed Land Use Plan. No changes are contemplated in the current Land Use Plan for the area. The Redevelopment Project will primarily provide for site rehabilitation in order to repair and repurpose the retail facility to attract new tenants and enhance the mall entrance.

The Agency will negotiate a specific redevelopment agreement with the Developer outlining the proposed Redevelopment Project, and what contributions are necessary from the City of Fremont. In such case the written redevelopment agreement would include specific funding arrangements, and specific covenants and responsibilities of the City, Agency and the redeveloper to implement the Redevelopment Project.

B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations. In accordance with Nebraska State Law, the Redevelopment Plan described in this document has been designed to conform to the City of Fremont General Plan 2030 (“Comp Plan”). The City Council finds that this redevelopment plan is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Community Development Law.

C. Relationship to Local Objectives. The Redevelopment Plan has been developed on the basis of the goals, policies and actions adopted by the City for the community as a whole and for the Fremont Mall area.

D. Building Requirements and Redevelopment Standards. The redevelopment of the Community Redevelopment Area should generally achieve the following requirements and standards:

1. Population Density. There are no dwelling units currently located within the Community Redevelopment Area. The development proposed under this Redevelopment Plan does not include any residential construction. Consequently, there will be no change proposed for the permanent population density within the Community Redevelopment Area.

Redevelopment of the Community Redevelopment Area will provide for revitalization of the Mall. Often an investment and improvement of the magnitude proposed by this Plan has the benefit of spurring improvements in nearby commercial areas.

2. Land Coverage and Building Density. The Mall covers approximately 231,846 square feet under one roof within the Community Redevelopment Area with additional coverage on four out lot structures.

3. General Environment. This plan will rehabilitate a retail mall that has suffered significant retail closings over the past 5 years. The vacation of the former JC Penny’s space has resulted in a huge loss of retail activity and sales tax revenue for the city. Additionally the mall has suffered deferred maintenance due to loss of revenue. This

commercial activity will intensify and strengthen Fremont as a focal point for local and regional retail sales and development.

Implementation of this Plan will provide for the significant reinvestment in the Mall with tenant improvements, structural improvements, including the roof and HVAC units. This activity is intended to increase the amount and variety of activity in the Fremont Mall while maintaining good traffic flow, pedestrian movement and visual interest.

Significant funds will be required to reconfigure retail space from time to time as new tenants are located. Immediately, roof repair and HVAC repair and enhancements are necessary.

4. Pedestrian ways and Open Spaces. Provide a pedestrian circulation system to facilitate the movement of pedestrians to and within the major development activities within the area.

5. Building Heights and Massing. Building heights and massing for the proposed project will comply with the PD zone.

6. Circulation, Access and Parking. The Plan provides for vehicular access to the Community Redevelopment Area in a manner consistent with the needs of the development and the community.

The Plan provides for an adequate supply of appropriately located parking in accordance with applicable zoning district regulations. Adequate parking needs to be provided so the development does not generate parking problems for abutting commercial and residential streets.

7. Off-Street Loading, Service and Emergency Facilities. The Plan provides for consolidated off-street loading and service facilities.

The Plan provides for emergency vehicle access in a manner compatible with established design and environmental objectives.

E. Proposed Changes and Actions. The Community Redevelopment Area is anticipated to function as an upscale retail mall after significant investment through implementation of an Enhanced Employment Area Occupation Tax and Developer capital. This section describes the proposed changes needed, if any, to the zoning ordinances or maps, street layouts, street levels or grades, and building codes and ordinances, and actions to be taken to implement this Redevelopment Plan.

1. Zoning, Building Codes and Ordinances. The Community Redevelopment Area is zoned PD Planned Business Center. No additional changes to the City's Zoning Ordinances, Building Codes, or other local ordinances are contemplated to implement this Redevelopment Plan.

2. Traffic Flow, Street Layout and Street Grades. The primary streets providing access to the Community Redevelopment Area is Highway 30 and North Yeager Road.

3. Public Redevelopments, Improvements, Facilities, Utilities and Rehabilitations. In order to support the uses in the Community Redevelopment Area, no additional public redevelopments, improvements, facilities, utilities and rehabilitations will be needed.

4. Site Preparation and Demolition. Site preparation will consist of demolition and relocation of interior walls to resize tenant spaces and the re-facing of mall entrance.

5. Private Redevelopment, Improvements, Facilities and Rehabilitation. The private improvements anticipated within the Community Redevelopment Area include site preparation, repair of the roof, rehabilitation of the HVAC system, replacement of exterior lights and required interior rehabilitation for tenant relocation to the Mall.

6. Open Spaces, Pedestrian ways, Landscaping, Lighting, Parking. The proposed site plan and private sector improvements will comply with the City's minimum open space, pedestrian way, landscaping, lighting, and parking standards as defined in the Zoning and Subdivision Ordinances, Building Codes, or other local ordinances. In addition, the City may elect to require additional standards in these areas as described in a written redevelopment agreement in order to help remove blight and substandard conditions.

F. Proposed Costs and Financing; Statements. The Agency will work with the redeveloper owner of the Community Redevelopment Area to identify proposed funding, timeframe, ability to carry out the proposed Redevelopment Project, and what, if any, contributions are necessary to be made by the Agency and the City of Fremont.

The Agency will begin good faith negotiating on a specific written redevelopment agreement with the redeveloper owner of the Community Redevelopment Area. The written redevelopment agreement will include a site plan consistent with this Redevelopment Plan, development descriptions, specific funding arrangements, and specific covenants and responsibilities of the City and the redeveloper to implement the Redevelopment Project.

Estimated Redevelopment Project costs, including site preparation, and rehabilitation are broken down as follows:

POTENTIAL ELIGIBLE PRIVATE IMPROVEMENTS*

Enhanced Employment Area (EEA) ELIGIBLE COSTS

Roof repair	621,452
HVAC replace and repair	400,000
Rehabilitate vacant space for tenants (excluding Dunhams)	2,156,192
Rehabilitate restrooms	80,000

Mall entrance enhancement	130,000
Total EEA Costs	\$3,387,644

Non EEA Costs provided by Developer

Rehabilitate vacant space for Dunhams	\$1,402,230
TOTAL EEA and PRIVATE IMPROVEMENTS	\$4,789,874

The figures above are estimates. Final figures are subject to a specific site plan, design specifications, City approval and public procedures and regulations.

Fremont Mall, LLC, requests that the Community Development Agency declare the Redevelopment Area, shown on attached **Exhibit “A”** as an Enhanced Employment Area under the Community Development Law; that the City impose a 1% occupation tax on such area to finance the payment of an Occupation Tax Bond issued by the Agency in the amount of \$2,200,000. Specific undertakings related to the Enhanced Employment Area and the Occupation Tax are shown in Section IV below.

The Proposed EEA Improvements will exceed the amount of funds available from the imposition of a 1% occupation tax rate. This Plan proposes that the Occupation Tax Bond be purchased by the Developer to fund the required rehabilitation of the Fremont Mall. The balance of private improvements shall be paid by the Developer.

This Redevelopment Plan does not contemplate the use of tax increment financing.

IV. ENHANCED EMPLOYMENT AREA DESIGNATION.

THE ENHANCED EMPLOYMENT AREA DESIGNATED BY THE AGENCY AS ELIGIBLE FOR THE IMPOSITION OF AN OCCUPATION TAX TO PAY FOR AUTHORIZED WORK WITHIN THE AREA IS DESCRIBED AS FOLLOWS:

Property Description (the “Enhanced Employment Area”)

This property is generally referred to as the Fremont Mall.

- **Legal Descriptions** See attached **Exhibit A** for the legal description of the tract to be declared as an Enhanced Employment Area

The Act provides the EEA authorized work within the Enhanced Employment Area means the performance of any one or more of the following purposes:

- (a) The acquisition, construction, maintenance, and operation of public off street parking facilities for the benefit of the Enhanced Employment Area;
- (b) Improvement of any public place or facility in the Enhanced Employment Area, including landscaping, physical improvements for decoration or security purposes, and plantings;

(c) Construction or installation of pedestrian shopping malls or plazas, sidewalks or moving sidewalks, parks, meeting and display facilities, bus stop shelters, lighting, benches or other seating furniture, sculptures, trash receptacles, shelters, fountains, skywalks, and pedestrian and vehicular overpasses and underpasses, and any useful or necessary public improvements;

(d) Leasing, acquiring, constructing, reconstructing, extending, maintaining, or repairing parking lots or parking garages, both above and below ground, or other facilities for the parking of vehicles, including the power to install such facilities in public areas, whether such areas are owned in fee or by easement, in the Enhanced Employment Area; and

(e) Maintenance, repair, and reconstruction of any improvements or facilities authorized by the Community Development Law;

Redevelopment Plan to the Enhanced Employment Area Complies with the Act:

The Act requires that in connection with the approval of any redevelopment plan which includes the designation of an enhanced employment area, the governing body may approve the redevelopment plan if it determines that any new investment within such enhanced employment area will result in at least ten new employees and new investment of five hundred thousand dollars in counties with at least twenty five thousand inhabitants but fewer than fifty thousand inhabitants.

This Plan meets these enhanced employment area statutory qualifications because (a) at project stabilization employment in the Enhanced Employment Area is expected to increase by 20 employees including a mixture of part time, full time and managerial positions, (b) the project in the Enhanced Employment Area includes estimated new private sector investment of \$2,589,874, and (c) as of the 2010 census, Dodge County’s population was 36,671.

Levy of General Business Occupation Tax and Levy:

A city may levy a general business occupation tax upon the businesses and users of space within an enhanced employment area for the purpose of paying all or any part of the costs and expenses of any redevelopment project within such enhanced employment area. Any occupation tax imposed pursuant to the Act shall make a reasonable classification of businesses, users of space, or kinds of transactions for purposes of imposing such tax.

The businesses and their classification in the Enhanced Employment Area are as follows:

<u>BUSINESS</u>	<u>CLASSIFICATION</u>
<u>1. Apparel</u>	<u>Clothing Retail</u>
<u>2. Hobby & Crafts</u>	<u>Hobby & Craft Retail</u>
<u>3. Shoes</u>	<u>Shoe Retail</u>
<u>4. Cosmetics</u>	<u>Beauty Retail</u>
<u>5. Quick Serve</u>	<u>Prepared Food Retail</u>
<u>6. Specialty Store</u>	<u>Specialty Retail</u>

7. Salon	Service Retail
8. Restaurant	Prepared Food Retail
9. Service/Fitness	Service Retail
10. Fast Food	Prepared Food Retail
11. Theatre/ entertainment	Entertainment
12. Sporting Goods	Sporting Goods Retail
13. Miscellaneous Retail	Retail
14. Vehicle Repair	Retail

No occupation tax shall be imposed on any business or transaction which is subject to tax under section 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602, or 77-4008 of the Act or which is exempt from tax under section 77-2704.24 of the Act. Any such occupation tax agreed to by the Agency and the City shall remain in effect so long as the Agency has bonds outstanding which have been issued stating such occupation tax as an available source for payment.

The collection of a tax imposed pursuant to the Act shall be made and enforced in such a manner as the governing body shall by ordinance determine to produce the required revenue. The governing body may provide that failure to pay the tax imposed pursuant to this section shall constitute a violation of the ordinance and subject the violator to a fine or other punishment as provided by ordinance.

Undertaking by Fremont Mall, LLC.

The Developer undertakes to rehabilitate the Redevelopment Area and in so doing invest more than \$500,000 and create through new tenants, (over current employment) more than 10 jobs.

EXHIBIT "A"
REDEVELOPMENT AREA

Lots Two, Three, Five, Six and Seven, Rodamar Addition Replat 1 to the City of Fremont, Dodge County, Nebraska.

Lots One Rodamar Addition Replat 2 to the City of Fremont, Dodge County, Nebraska.

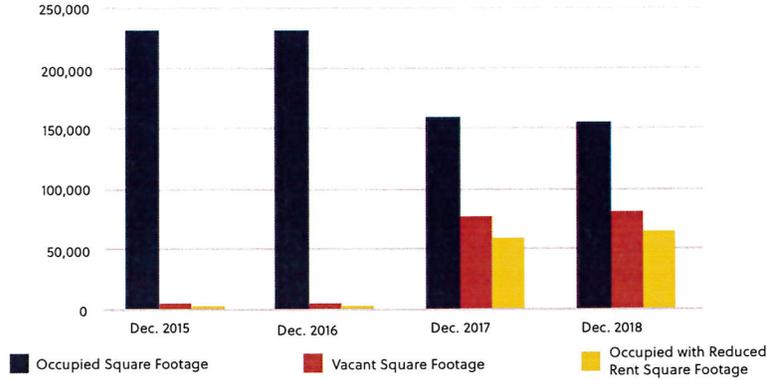
EXHIBIT "B"
VACANCY TRENDS

EXHIBIT "C"
SITE SURVEY

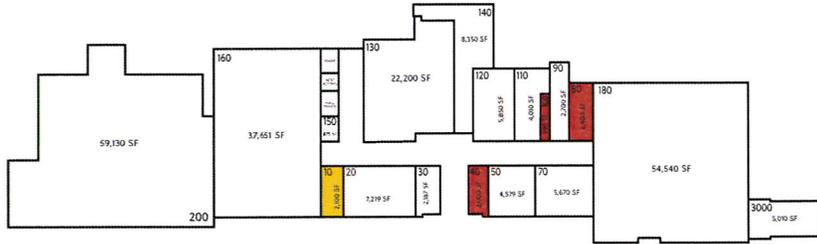
Fremont Mall Vacancy Trends

Vacated Tenants

- Buckle
- Hallmark
- Hastings Entertainment
- JCPenney
- USA Steak
- Radio Shack
- Schweser's
- Claire's
- GNC 2/2019



2015

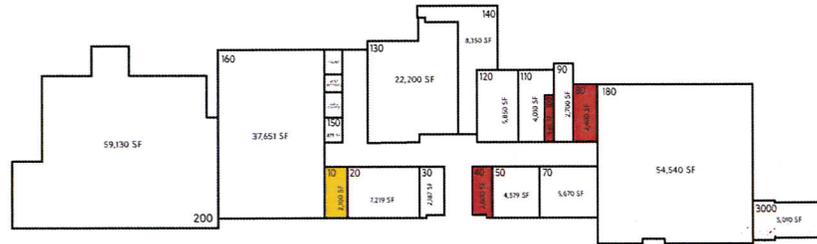


Outlot - 4,800 SF
Outlot - 4,975 SF
Outlot - 5,010 SF
Outlot - 33,630 SF



Occupied
231,846 SF
98%
Vacant
5,390 SF
2%
Occupied w/ Reduced Rent
2,100 SF
1%

2016



Outlot - 4,800 SF
Outlot - 4,975 SF
Outlot - 5,010 SF
Outlot - 33,630 SF

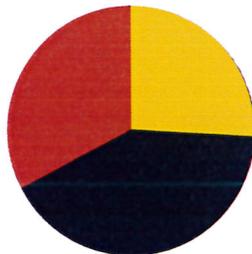


Occupied
231,846 SF
98%
Vacant
5,390 SF
2%
Occupied w/ Reduced Rent
2,100 SF
1%

2017

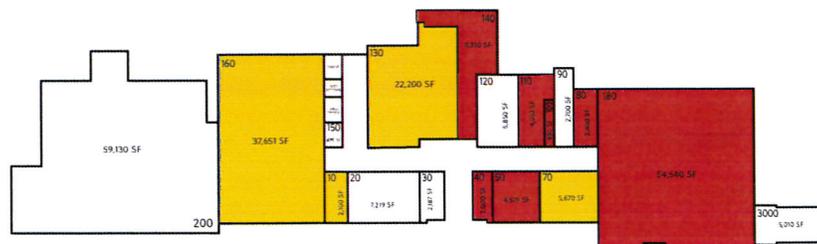


Outlot - 4,800 SF
Outlot - 4,975 SF
Outlot - 5,010 SF
Outlot - 33,630 SF



Occupied
159,577 SF
67%
Vacant
77,659 SF
33%
Occupied w/ Reduced Rent
61,951 SF
26%

2018



Outlot - 4,800 SF
Outlot - 4,975 SF
Outlot - 5,010 SF
Outlot - 33,630 SF

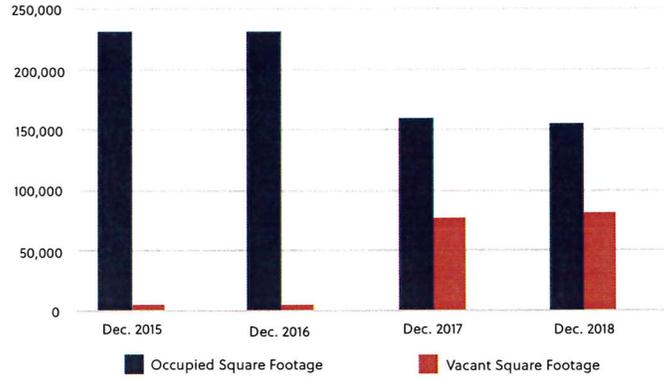


Occupied
155,567 SF
66%
Vacant
81,669 SF
34%
Occupied w/ Reduced Rent
67,621 SF
29%

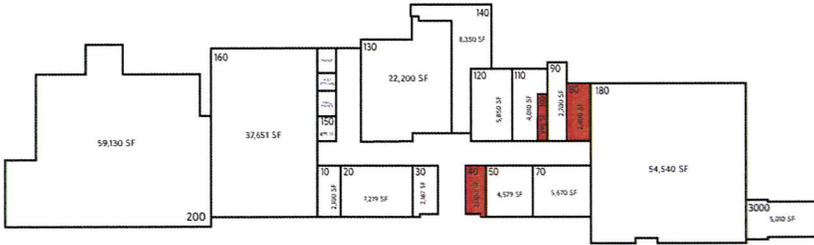
Fremont Mall Vacancy Trends

Vacated Tenants

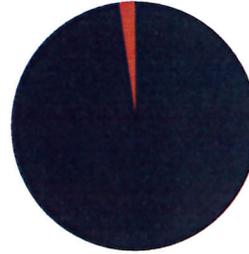
- Buckle
- Hallmark
- Hastings Entertainment
- JCPenney
- USA Steak
- Radio Shack
- Schweser's
- Claire's
- GNC 2/2019



2015

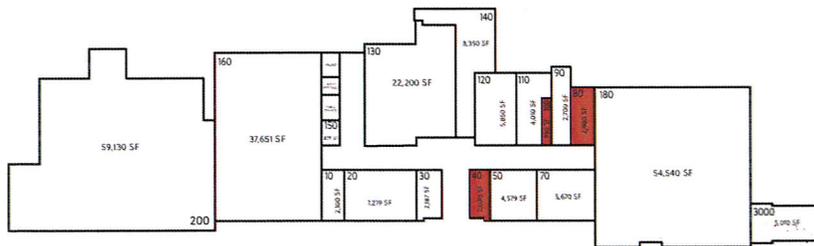


Outlot - 4,800 SF	Outlot - 4,975 SF
Outlot - 5,010 SF	Outlot - 33,630 SF



Occupied
231,846 SF
98%
Vacant
5,390 SF
2%

2016

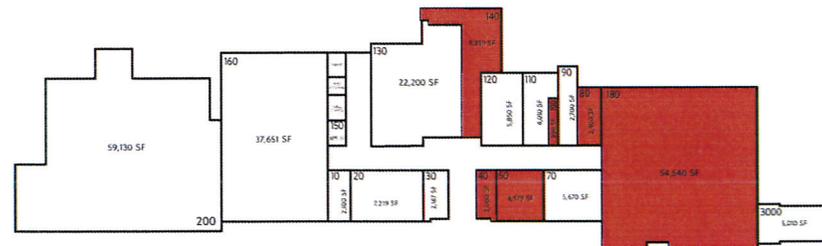


Outlot - 4,800 SF	Outlot - 4,975 SF
Outlot - 5,010 SF	Outlot - 33,630 SF

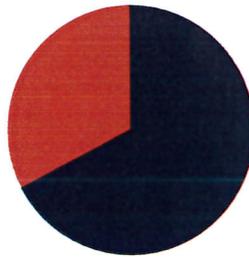


Occupied
231,846 SF
98%
Vacant
5,390 SF
2%

2017



Outlot - 4,800 SF	Outlot - 4,975 SF
Outlot - 5,010 SF	Outlot - 33,630 SF

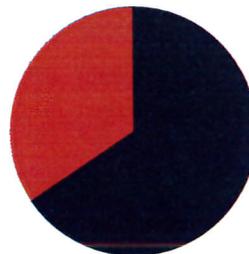


Occupied
159,577 SF
67%
Vacant
77,659 SF
33%

2018



Outlot - 4,800 SF	Outlot - 4,975 SF
Outlot - 5,010 SF	Outlot - 33,630 SF

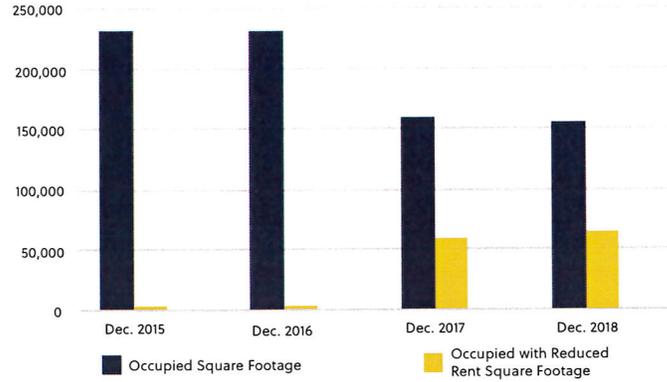


Occupied
155,567 SF
66%
Vacant
81,669 SF
34%

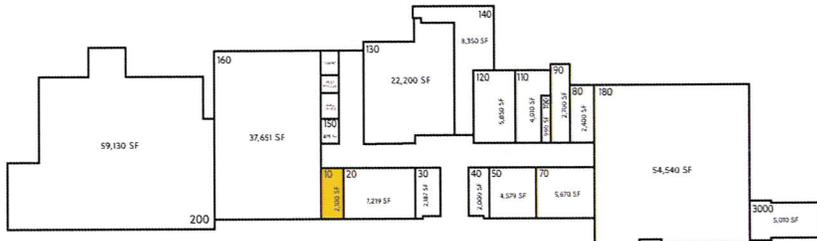
Fremont Mall Vacancy Trends

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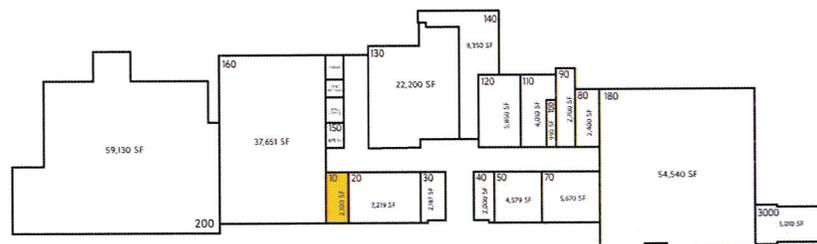


Outlot - 4,800 SF
Outlot - 4,975 SF
Outlot - 5,010 SF
Outlot - 33,630 SF



Occupied
231,846 SF
98%
Occupied w/ Reduced Rent
2,100 SF
1%

2016



Outlot - 4,800 SF
Outlot - 4,975 SF
Outlot - 5,010 SF
Outlot - 33,630 SF

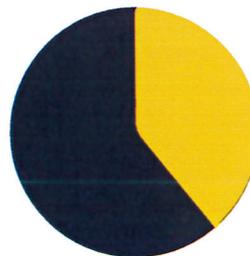


Occupied
231,846 SF
98%
Occupied w/ Reduced Rent
2,100 SF
1%

2017

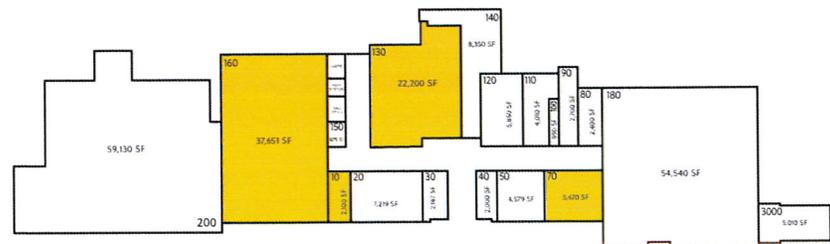


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Outlot - 4,975 SF
Outlot - 5,010 SF
Outlot - 33,630 SF

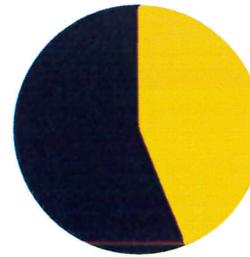


Occupied
159,577 SF
67%
Occupied w/ Reduced Rent
61,951 SF
39%

2018



Outlot - 4,800 SF
Outlot - 4,975 SF
Outlot - 5,010 SF
Outlot - 33,630 SF



Occupied
155,567 SF
66%
Occupied w/ Reduced Rent
67,621 SF
44%

MEMO

TO: Fremont Mayor and City Council
RE: Fremont Mall Redevelopment Plan
DATE: January 7, 2019
FROM: Mike Bacon

Ladies and Gentlemen:

This memo is provide to provide a general explanation of the proposed Redevelopment Plan for the Rehabilitation of the Fremont Mall, the funding mechanism through an area occupation tax and the steps that will be required.

1. This redevelopment plan does not use TIF. It designates the Mall as an “enhanced employment area”. To meet that designation, a redevelopment project must increase employment levels over the 2019 levels by 10 employees and result in an investment of at least \$500,000. The number of employees and investment is established based on the county population (36,791).
2. The Plan provides that all sales in the Mall, that are subject to current state and city sales tax, be subject to an additional local occupation tax of 1%. This occupation tax is limited to the Mall area and not anywhere else.
3. The CDA designates the Mall as an enhanced employment area and issues an occupation tax bond. The City, through an ordinance, imposes and collects the occupation tax. The City then provides the CDA with the tax receipts to pay the occupation tax bond.
4. This Plan requires that the Redeveloper/Mall owner buy the bond, much like a normal TIF bond. The estimated income from the occupation tax will pay off a \$2,200,000 bond at 6% interest. The way it works is for the Redeveloper to show he has invested up to the \$2,200,000. Every time he spends an amount on the rehabilitation, that amount is “endorsed on the bond” and starts bearing interest. If he only spends \$1,800,000, for example, he only receives principal and interest based on that amount.
5. This Plan intends that the Redeveloper not ask for reimbursement for any costs associated with doing tenant improvements for a sporting goods store. Much of the bond proceeds will go to roof repair and HVAC. Other improvements planned are restrooms, entrance and more tenant improvements for new tenants. It takes time to negotiate and place national tenants. However, the Redeveloper has some very good leads. They all require a significant investment by the Redeveloper. So the investment and improvements may take some time to complete, as each tenant has specific requirements for their retail space.
6. The CDA has a resolution to recommend approval of the Plan to the City Council. After the Council hearing, a resolution approving the plan would require adoption.

7. I have prepared a “discussion draft” of a Redevelopment Contract. This is for your review along with your attorney. I would hope you would give your attorney guidance on any items you wish to address so that we can finalize that document. It is not intended to be adopted on the 14th.

8. The additional steps to be taken are:

- a. finalize redevelopment contract;
- b. City Council and CDA approve signature of redevelopment contract;
- b. prepare and adopt proposed occupation tax ordinance (I will be glad to provide a working draft);
- c. prepare the CDA Occupation Tax Bond resolution. Again, I will provide a draft that is consistent with the ones used for other communities for your attorney to review (the bond will be purchased by the Redeveloper, so no bond company will be required).

Respectfully,

Mike Bacon

SURVEY CERTIFICATION

To Protective Life Insurance Company, a Tennessee corporation, its successors and/or assigns as their interest may appear: Delta Plaza LLC, a Mississippi limited liability company, Old Republic National Title Insurance Company, and Nebraska Title Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11(a), 13, 16, 17, 18, 19, 20(a) and 22 of Table A thereof. The field work was completed on March 30, 2015

CLARENCE ROGER CARRELL
REGISTRATION NO: 306
STATE OF NEBRASKA
Survey Date: MARCH 31, 2015
Revised:

ZONING AND SETBACK INFORMATION

Per zoning letter Dated January 26, 2015, the surveyed property is zoned CC - Community Commercial Zoning District with a PD - Planned Unit Development

All setbacks are City Approved in a Planned Unit Development

PARKING INFORMATION

1 stall per 200 sq ft of building space = 1288 required
1 handicap stall per 50 regular stalls = 26 required

Parking requirements were shown on a survey completed by Louis Surveying dated July 29, 2004. - Requirements may have been adjusted per a Planned Unit Development approval.

Parking Count
Regular Stalls - 1034
Handicap Stalls - 32
Total Stalls - 1066

STATEMENT OF APPARENT ENCROACHMENTS:

NONE

FLOOD NOTE:

THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO 31053C0405 E, DATED JANUARY 2, 2008. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

SURVEY NOTES:

SN1 - This survey was made in accordance with laws and/or Minimum Standards of the State of Nebraska.

SN2 - The property described hereon (the "Property") is the same as the property described in Stewart Title Guaranty Company Commitment No. MTANE-102122 with an effective date of February 25, 2015 and that all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the Property or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the Property.

SN3 - All utilities serving the Property enter through adjoining public streets and/or easements of record.

SN4 - There are no encroachments onto adjoining premises, streets or alleys by any buildings, structures or other improvements located on the Property, and no encroachments onto the Property by buildings, structures or other improvements situated on adjoining premises.

SN5 - The Property has direct access to North Mill Road, a dedicated public street or highway

SN6 - The total number of striped parking spaces on the Property is 338 plus 157 garage stalls, including 333 regular stalls and 5 designated handicap spaces, and to the extent possible, are graphically shown hereon.

SN7 - Table A Item 16 - There was no observed evidence of current earth moving work, building construction or building additions at the Property

SN8 - Table A Item 17 - There are no proposed changes in street right of way lines affecting the Property, according to the City of Fremont Planning Department

SN9 - Table A Item 17 - There was no observed evidence of recent street or sidewalk construction or repairs affecting the Property.

SN10 - Table A Item 18 - There was no observed evidence of use of the Property as a solid waste dump, sump or sanitary landfill

SN11- Table A - Item 10(a) - Party/Division walls as shown on drawing

SPECIAL EXCEPTION NOTES

Per Commitment for Title Insurance, File No. 0261196, Dated March 24, 2015 at 8:00 AM, Prepared by Nebraska Title Company

a-h: NOT SURVEY MATTERS

i. Easement for Electric Power Line granted to the Department of Utilities of the City of Fremont, Dodge County, Nebraska, recorded July 5, 1966 in Book 2, Page 117; records of Dodge County, Nebraska. - AFFECTS PROPERTY AS SHOWN

j. Easement recorded July 13, 1970 in Book 5, Page 612; records of Dodge County, Nebraska. - AFFECTS PROPERTY AS SHOWN

k-q: NOT SURVEY MATTERS

r. Easements and restrictions reserved and shown in the Plat and Dedication of Rodamar Addition Replat 1, recorded May 31, 2007 in Book 2007, Page 3376; records of Dodge County, Nebraska. - AFFECTS PROPERTY AS SHOWN

s: NOT A SURVEY MATTER

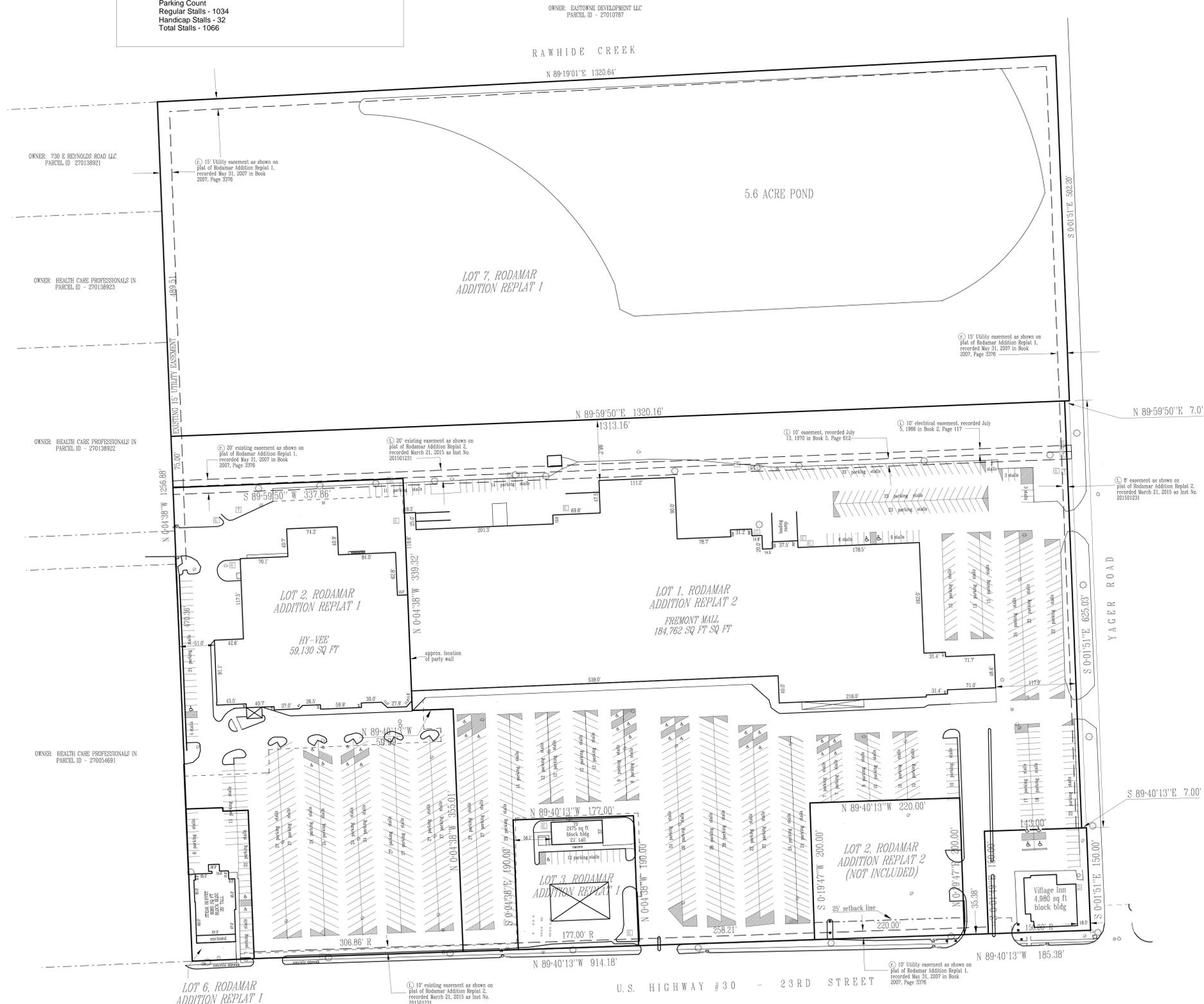
t. Easements and restrictions reserved and shown in the Plat and Dedication of Rodamar Addition Replat 2, recorded March 23, 2015 as Inst. No. 201501231; records of Dodge County, Nebraska. - AFFECTS PROPERTY AS SHOWN

LEGAL DESCRIPTION

Lots Two (2), Three (3), Five (5), Six (6) and Seven (7), Rodamar Addition Replat 1, City of Fremont, Dodge County, Nebraska.

Lot One (1), Rodamar Addition Replat 2, City of Fremont, Dodge County, Nebraska.

Being the same tract of land as shown in Commitment for Title, File 0261196, dated March 24, 2015 at 8:00 AM, prepared by Nebraska Title Company



drawn by
jwc

work completed by
jlc/ms

file name
AC15421



ALTA SURVEY
FREMONT MALL

job number
AC 15421

date
MARCH 31, 2015

sheet
1 OF 1

DISCUSSION DRAFT

REDEVELOPMENT CONTRACT (Fremont Mall Project)

This Redevelopment Contract is made and entered into as of the _____ day of _____, 2020, by and between the Community Development Agency of the City of Fremont, Nebraska ("Agency"), the City of Fremont, Nebraska, a Nebraska municipality of the first class ("City"), and Fremont Mall, LLC, a Nebraska limited liability company ("Redeveloper").

WITNESSETH:

WHEREAS, the City of Fremont, Nebraska (the "City"), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, as amended (collectively the "Act"), has designated an area within the City as blighted and substandard;

WHEREAS, the Agency has adopted, after approval by the Mayor and Council of the City, that redevelopment plan entitled "CITY OF FREMONT REDEVELOPMENT PLAN FOR THE FREMONT MALL REHABILITATION INCLUDING REQUEST FOR DESIGNATION AS AN ENHANCED EMPLOYMENT AREA AND IMPOSITION OF A ONE PERCENT OCCUPATION TAX ON SALES" (the "Redevelopment Plan") a copy of which is attached hereto as Exhibit A;

WHEREAS, City, Agency and Redeveloper desire to enter into this Redevelopment Contract in order to implement the Redevelopment Plan and provide for the redevelopment of lots and lands located in a blighted and substandard area and enhanced employment area;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Agency and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

"Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, as amended, and acts amendatory thereof and supplemental thereto.

"Agency" means the Community Development Agency of the City of Fremont, Nebraska.

"City" means the City of Fremont, Nebraska.

"Governing Body" means the Mayor and City Council of the City.

"Enhanced Employment Act" shall mean Nebraska Legislative Bill 562, 100th Legislature, effective date September 1, 2007, known as the "Enhanced Employment Area Occupation Tax," amending Sections 18-2101, 18-2103, 18-2107, 18-2111, 18-2116, 18-2119, and 18-2130 of the Nebraska Revised Statutes and set forth in the Community Development Law, as may be amended from time to time.

"Enhanced Employment Act Area" referred to in Section 18-2142.02 of the Nebraska Revised Statutes and shall mean that area within a community redevelopment area as shown on Exhibit B, attached hereto and incorporated herein by this reference.

"Enhanced Employment Act Indebtedness" shall mean the occupation tax revenue bonds, refunding bonds, notes, interim certificates, debentures, anticipation notes, and other indebtedness or obligations issued under the terms of this Agreement, the Bond Resolution, and the Occupation Tax Ordinance. The Enhanced Employment Act Indebtedness as initially issued by the Agency shall consist of the Agency's Occupation Tax Revenue Bond (Fremont Mall Project), Series 2020, to be issued in an amount not to exceed \$2,200,000.00 in substantially the form set forth on Exhibit C, attached hereto and incorporated herein by this reference, ("Occupation Tax Revenue Bond"), and purchased by the Redeveloper as set forth in Section 4.05 of this Redevelopment Contract.

"Enhanced Employment Act Period" shall mean the lesser of (i) the time period necessary for the occupation taxes levied on the Employment District to pay off any outstanding Enhanced Employment Act Indebtedness which have been issued stating such occupation tax as an available source for payment or (ii) twenty (20) years after the date the occupation tax is implemented pursuant to the Occupation Tax Ordinance.

"Enhanced Employment Act Proceeds" shall mean any net proceeds from the issuance of the Enhanced Employment Act Indebtedness.

"Enhanced Employment Act Project" means the improvements to the Enhanced Employment Act Area, as further described in Exhibit A and, as used herein, shall include additions and improvements thereto. The Enhanced Employment Act Project shall include all eligible costs and expenses as set forth on Exhibit D, attached hereto and incorporated herein by this reference.

"Enhanced Employment Act Project Costs" means only costs or expenses incurred by Redeveloper in the Enhanced Employment Act Area as set forth on Exhibit D for the purposes set forth in Section 18-2142.04 (1) (a) or Section 18-2103(28) (a) through (f), inclusive, of the Nebraska Revised Statutes, including providing for such costs by the exercise of the powers set forth in §18-2107(4).

"Enhanced Employment Act Project Cost Certification" means a statement prepared and signed by an authorized representative of the Redeveloper verifying the Redeveloper has become legally obligated for the payment of Enhanced Employment Act Project Costs identified on Exhibit D.

"Enhanced Employment Act Tax Revenues" shall mean the occupation tax revenues generated and collected under the occupation tax authorized by the Bond Resolution and the Occupation Tax Ordinance.

"Issuance Costs" shall mean: (1) costs and expenses of the City, Agency, and the Redeveloper lawfully attributable to the City's benefit and for the public purpose to issue the indebtedness, pledges, bonds and notes described in this Agreement of the Enhanced Employment Act Indebtedness, including but not limited to, bond counsel fees, special city attorney fees, fiscal advisory fees, placement fees, legal opinions and advice, and business memorandums, analysis, and advice given to the City and Agency and incurred before or after the Agreement Date in order to fund the Enhanced Employment Act Project; and (2) the costs the City incurs (on an annual or prorated year) to collect, process and administer the Enhanced Employment Act Proceeds, and related bond funds pursuant to the requirements of the Act, including labor costs, equipment, software, promulgated regulations, City and State of Nebraska Department of Revenue accounting, procedures, reports, audits, review and accountability and reporting measures. Issuance Costs shall not include the Redeveloper's attorney fees or any expenses attributed to the funding of the Enhanced Employment Act Costs.

"Liquidated Damages Amount" means the amounts to be repaid to Agency by Redeveloper pursuant to Section 7.02 of this Redevelopment Contract.

"Master Project" shall mean the Enhanced Employment Act Project.

"Minimum Investment" shall mean the Redeveloper's anticipated minimum investment of approximately Two Million Two Hundred Thousand and No/100 Dollars (\$2,200,000.00) to redevelop the Enhanced Employment Act Area by implementing the Enhanced Employment Act Project, including, but not limited to design costs, permits, impact and connection fees, and financing costs.

"Occupation Tax Ordinance" shall mean the City of Fremont Ordinance No.____, passed _____, 2020 and approve _____, 2020, as amended, and related ordinances authorizing the levy, collection and enforcement of the occupation tax imposed pursuant to the Enhanced Employment Act.

"Redeveloper" means Fremont Mall, LLC, a Nebraska limited liability company.

"Redevelopment Project Area" means that certain real property situated in the City of Fremont, Dodge County, Nebraska which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit B attached hereto and incorporated herein by this reference. All such legal descriptions are subject to change based upon any re-platting requested by the Redeveloper and approved by the City.

"Redevelopment Contract" means this redevelopment contract between the City, Agency and Redeveloper with respect to the Enhanced Employment Act Project, as the same may be amended from time to time.

"Redevelopment Plan" means the Redevelopment Plan (also defined in the recitals hereto) for the Enhanced Employment Act Area related to the Enhanced Employment Act Project, as attached hereto and incorporated herein as Exhibit A, prepared by the Redeveloper and approved by the City pursuant to the Act, as amended from time to time.

"Resolution" or "Bond Resolution" means the Resolution of the Agency authorizing the issuance of the Enhanced Employment Act Indebtedness, as supplemented from time to time, and also approving this Redevelopment Contract.

"Taxes" shall mean taxes and assessments from all applicable government entities including, but not limited to, any income, excise, sales or occupation taxes, ad valorem (real property) taxes, and personal property taxes.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

- (a) Whenever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.
- (b) The phrase "at any time" shall be construed as meaning at any time or from time to time.
- (c) The word "including" shall be construed as meaning "including, but not limited to."
- (d) The words "will" and "shall" shall each be construed as mandatory.
- (e) The words "herein," "hereof," "hereunder", "hereinafter" and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(g) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II FINDINGS AND REPRESENTATIONS

Section 2.01 Findings of Agency.

The Agency makes the following findings:

(a) The Agency is a duly organized and validly existing community development agency under the Act.

(b) The Redevelopment Plan has been duly approved by the City and adopted by the Agency pursuant to Sections 18-2109 through 18-2117 of the Act.

(c) The Agency deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

(d) The Master Project is expected to achieve the public purposes of the Act by among other things, increasing employment, increasing investment, improving public infrastructure, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Project Area and Enhanced Employment Act Area and other purposes set forth in the Act.

(e) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act, and

(f) The Agency has determined that the costs and benefits of the Master Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Agency and have been found to be in the long-term best interest of the community.

(g) The Agency has determined that the proposed land uses and building requirements in the Enhanced Employment Act Area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development: including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and

air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract. Prior to the execution and delivery of this Redevelopment Contract, the Redeveloper has delivered to the Agency a certificate of good standing and a certified copy of the resolution or resolutions authorizing the execution and delivery of this Redevelopment Contract.

(b) The execution and delivery of this Redevelopment Contract and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Master Project or the carrying into effect of this Redevelopment Contract or in any other matter materially affecting the ability to Redeveloper to perform its obligations hereunder.

(d) The Enhanced Employment Act Project will result in the creation of positions for at least ten (10) new employees and new investment of at least Five Hundred Thousand Dollars (\$500,000.00) within the Enhanced Employment Act Area, pursuant to Section 18-2116 of the Nebraska Revised Statutes. (Note: Dodge County 2018 Population estimate is 36,791)

(g) The Enhanced Employment Act Project will result in at least ten (10) “new employees” (as defined in the Act) within the Enhanced Employment Act Area prior to January 1, 2023.

(h) Redeveloper warrants and represents that the costs set forth on Exhibit D are permitted costs under the Act and fit within the statutory definitions set forth in Section 18-2103(28)(a) through (f), inclusive, of the Nebraska Revised Statutes.

(i) Redeveloper warrants and represents that the costs set forth on Exhibit D are permitted costs under the Enhanced Employment Act and the Act and fit within the statutory definitions set forth in Section 18-2142.04(1)(a) of the Nebraska Revised Statutes.

(j) There are no, nor will there be, any business in the Enhanced Employment Act Area that has one hundred thirty-five thousand square feet or more.

(k) Exhibit E, attached hereto and incorporated herein by this reference, is an accurate list of the proposed businesses and each business's classification that are to be in the Enhanced Employment Act Area.

(l) Redeveloper agrees and covenants for itself its successors and assigns that it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Master Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Master Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Master Project.

(m) The Redeveloper agrees that Redeveloper and any contractor for the improvements to be reimbursed as a part of the Master Project costs shall be required to agree to use a federal immigration verification system (as defined in Section 4-114, Reissue Revised Statutes of Nebraska, as amended) to determine the work eligibility status of new employees physically performing services on the Master Project and to comply with all applicable requirements of Section 4-114, Reissue Revised Statutes of Nebraska, as amended.

**ARTICLE III
[RESERVED]**

ARTICLE IV

THE PARTIES OBLIGATIONS RELATING TO OCCUPATION TAX REVENUE BONDS

Section 4.01 Enhanced Employment Act Area.

The Agency hereby designates the Enhanced Employment Act Area shown on Exhibit B as an enhanced employment area eligible for the imposition of an occupation tax pursuant to the

Enhanced Employment Act. New investment within in the Enhanced Employment Act Area will result in at least ten (10) “new employees” and “new investment” of at least Five Hundred Thousand Dollars (\$500,000.00), pursuant to Section 18-2116 of the Nebraska Revised Statutes. (Note: Dodge County 2018 estimated population is 36,791) The Enhanced Employment Act Area does not exceed six hundred acres.

Section 4.02 Occupation Tax.

The City agrees to levy a general business occupation tax upon all businesses within the Enhanced Employment Act Area for the purpose of paying the principal and interest on the Enhanced Employment Act Indebtedness issued by the Agency, the proceeds of which shall be used to pay all or any part of the costs of the Enhanced Employment Act Project Costs within such Enhanced Employment Act Area during the Enhanced Employment Act Period. Beginning on _____ 1, 2020, and in each calendar month thereafter, there is hereby imposed an occupation tax upon each and every person operating a business within the Enhanced Employment Act Area. The amount of such tax shall be one percent (1.00%) of all transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue Act for each calendar month derived from the businesses subject to this tax as more particularly described in the Occupation Tax Ordinance. The City shall deliver all Occupation Tax receipts to the Agency for purposes of paying the interest and principal of the Enhanced Employment Act Indebtedness (less any administrative fee agreed to between the City and the Redeveloper).

Section 4.03 Issuance of Enhanced Employment Act Indebtedness.

As soon as is practicable following the Agreement Date of this contract, the Bond Resolution, and the Occupation Tax Ordinance, as set forth in this Agreement, the Agency shall issue its Enhanced Employment Act Indebtedness in the estimated amount not to exceed Two Million Two Hundred Thousand Dollars (\$2,200,000.00) that is payable up during the Enhanced Employment Act Period. The Enhanced Employment Act Indebtedness shall be purchased by the Redeveloper (“Occupation Tax Revenue Bond Purchaser”) and the Agency, or a depository agreed to by the Agency and Redeveloper shall receive the Enhanced Employment Act Bond Proceeds to be deposited into an Agency fund account or a depository fund account agreed to by the Agency and Redeveloper (“Agency Enhanced Employment Act Project Account”) and expended in the priority set forth in Section 4.06 (Use of Enhanced Employment Act Proceeds) below. The Enhanced Employment Act Indebtedness shall specifically provide that any shortfall in anticipated Enhanced Employment Act Tax Revenues from the businesses within the Enhanced Employment Act Area for any reason whatsoever, specifically including a decline in taxable receipts within the Enhanced Employment Act Area or termination of the Enhanced Employment Act Period, shall be borne entirely by the Occupation Tax Revenue Bond Purchaser without recourse of any kind against the City or Agency. The City, Agency, and Redeveloper agree that the City Administrator on behalf of the City and Agency shall have the Agency to determine all the other necessary and reasonable details and mechanics of the Enhanced Employment Act Indebtedness, Enhanced Employment Act Tax Revenues, City Enhanced Employment Act Project Account and the grant of funds for the eligible Enhanced Employment Act Costs.

Section 4.04 Enhanced Employment Act Tax Revenues.

The City intends to impose this occupation tax authorized by the Enhanced Employment Act to generate the Enhanced Employment Act Tax Revenues to be derived from the occupation taxes of the businesses located within the Enhanced Employment Act Area as determined in the manner provided for in the Community Development Law. The City and Agency shall work with the Nebraska Department of Revenue, if necessary, to facilitate the operation of the occupation tax and to secure the Occupation Tax Revenue Bond Purchaser receipt of the Enhanced Employment Act Tax Revenues from such occupation tax.

Section 4.05 Grant of Funds.

In order to support redevelopment of the Enhanced Employment Act Area and as an inducement for the Redeveloper to construct the Enhanced Employment Act Project, the Agency agrees, to the extent allowed by law and then only to the extent Enhanced Employment Act Proceeds are lawfully available from the issuance of the Enhanced Employment Act Indebtedness, to make a grant or grants to Redeveloper up to the total amount of the Enhanced Employment Act Proceeds less the Agency's costs to issue the Enhanced Employment Act Indebtedness ("Grant Funds"), and to reimburse Redeveloper for the cost of the priority items identified in Section 4.06 (Use of Enhanced Employment Act Proceeds) below, provided that only costs incurred after the Agreement Date shall be eligible for payment. The grants are restricted and earmarked for the funding of the eligible Enhanced Employment Act Project Costs as described herein and the Redeveloper does not have discretionary judgment over the applications of said Grant Funds.

Notwithstanding the foregoing, the aggregate amount of the Enhanced Employment Act Indebtedness and the grant shall not exceed the amount of Enhanced Employment Act Project Costs as certified pursuant to Section 4.06 of this Redevelopment Contract. Such grant shall be made to the Redeveloper upon certification of Enhanced Employment Act Project Costs as set forth herein and in the Resolution, and payment purchase of the Enhanced Employment Act Indebtedness as provided in Section 4.03, unless Redeveloper elects to offset the payment of the purchase of the Enhanced Employment Act Indebtedness with the grant proceeds as provided herein and in the Resolution. The Agency shall have no obligation to provide grant funds from any source other than as set forth in the Resolution and this Redevelopment Contract.

Section 4.06 Cost Certification & Disbursement of Enhanced Employment Act Occupation Tax Revenue Bond Proceeds.

Proceeds of the Occupation Tax Revenue Bond may be advanced and disbursed in the manner set forth below:

- (a) There shall be submitted to the Agency (1) an Enhanced Employment Act Project Cost Certification; and, (2) a grant disbursement request (the "EEA Disbursement Request"), executed by the City's Clerk and an authorized representative of the Redeveloper, (i) certifying that a portion of the Enhanced Employment Act Project has been substantially completed and (ii)

certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Enhanced Employment Act Project.

(b) If the costs requested for reimbursement under the EEA Disbursement Request are currently reimbursable under Exhibit D of this Redevelopment Contract and the Community Redevelopment Law, the Agency shall evidence such allocation in writing and inform the owner of the Occupation Tax Revenue Bond of any amounts allocated to the Occupation Tax Revenue Bond.

(c) Upon notification from the Agency as described in Section 4.06(b), deposits to the accounts in the Agency Enhanced Employment Act Project Account may be made from time to time from funds received by the Agency from the owner of the Occupation Tax Revenue Bond (if other than the Redeveloper) in the amounts necessary to pay amounts requested in properly completed, signed and approved written EEA Disbursement Requests as described herein. Such amounts shall be proceeds of the Occupation Tax Revenue Bond and the Treasurer of the Agency shall inform the Registrar (as defined in the Bond Resolution) in writing of the date and amount of such deposits. At the option of the Redeveloper, if the Redeveloper is the owner of the Occupation Tax Revenue Bond, the Agency shall make a grant to Redeveloper in the amount of the approved EEA Disbursement Request; in such event, the approved EEA Disbursement Request amount shall offset funding of the Occupation Tax Revenue Bond. The Registrar shall keep and maintain a record of the amounts deposited into the Agency Enhanced Employment Act Project Account from Occupation Tax Revenue Bond proceeds pursuant to the terms of this Resolution as “Principal Amount Advanced” and shall enter the aggregate principal amount then Outstanding as the “Cumulative Outstanding Principal Amount” on its records maintained for the Occupation Tax Revenue Bond. The aggregate amount deposited into the Agency Enhanced Employment Act Project Account from proceeds of the Occupation Tax Revenue Bond shall not exceed \$2,200,000.00.

The Enhanced Employment Act Proceeds deposited into the Agency Enhanced Employment Act Project Account shall be expended in the following priority:

i. **FIRST PRIORITY:** Reimburse the Agency and Redeveloper for the Issuance Costs related to issuing the Enhanced Employment Act Indebtedness; and

iv. **SECOND PRIORITY:** Reimburse Redeveloper for costs of the eligible Enhanced Employment Act Project Costs as may approved by the Agency in advance within the Enhanced Employment Act Area. It is understood and agreed that the Agency shall and hereby is obligated in any year after substantial completion of the Enhance Employment Act Project and for each and every succeeding year thereafter during the Enhanced Employment Act Period, to the extent allowed by law, and then only to the extent funds are lawfully available from occupation taxes related to the Enhanced Employment Act Area and not otherwise obligated in this Agreement for debt service or otherwise, reimburse the Redeveloper for the Redeveloper’s costs for eligible and lawful Enhanced Employment Act Project Costs as may approved by the Agency in advance.

In the event the Enhanced Employment Act Proceeds are insufficient to fund any or all of the Priority item(s) as shown above, then such costs and expense shall be borne entirely by the

Redeveloper without recourse of any kind against the City and/or Agency. Any ineligible use of the Grant Funds shall immediately be repaid by Developer to the Agency.

Section 4.07 Debt Service for Enhanced Employment Act Indebtedness.

The Agency shall, to the extent allowed by law, and then only to the extent funds are lawfully available from Enhanced Employment Act Tax Revenues, pay the debt service on the Enhanced Employment Act Indebtedness with interest at a rate per annum not to exceed to exceed six percent (6.0%). Any debt service on the Enhanced Employment Act Indebtedness (including interest) to be paid from Enhanced Employment Act Tax Revenues shall not constitute a general obligation or debt of the City or Agency. Any excess Enhanced Employment Act Tax Revenues shall be held, invested and expended by the City for priorities described above in Section 4.06 (Use of Enhanced Employment Act Proceeds). Any such occupation tax shall remain in effect during the Enhanced Employment Act Period.

Section 4.08 Deficiency in Enhanced Employment Act Tax Revenues.

If the Redeveloper purchases the Enhanced Employment Act Indebtedness, any shortfall in anticipated Enhanced Employment Act Tax Revenues for any reason whatsoever, specifically including a decline in taxable receipts within the Enhanced Employment Act Area shall be borne entirely by the Redeveloper without recourse of any kind against the City and/or Agency. To the extent of any deficiency in Enhanced Employment Act Tax Revenues from the occupation tax for required debt service on the Enhanced Employment Act Indebtedness during the Enhanced Employment Act Period, the Redeveloper as purchaser of the Occupation Tax Revenue Bond agrees to defer payment of the same for each year that there exists a deficiency. If Redeveloper is required to defer any such payments, the Agency shall reimburse all sums deferred plus interest (at the same interest rate of the then outstanding Occupation Tax Revenue Bond) if and when Enhanced Employment Act Tax Revenues do become available from the occupation taxes of the businesses located within the Enhanced Employment Act Area to meet current debt service and reimburse Redeveloper for such deferred payments. In the event the Enhanced Employment Act Indebtedness for the Enhanced Employment Act Area is not retired in full at the end of the Enhanced Employment Act Period, any remaining Enhanced Employment Act Indebtedness shall be forgiven. In the event that any deficiency payments made by the Redeveloper as required by this subsection or any interest that has accrued thereon have not been repaid at the end of the Enhanced Employment Act Period, Redeveloper agrees that neither the City or Agency shall not be liable for payment of said amounts and that said amounts shall be forgiven.

Section 4.09 Duty to Maintain.

During the Enhanced Employment Act Period, Redeveloper, at its cost, subject to reimbursement for Enhanced Employment Act Project Costs from any available Enhanced Employment Act Proceeds as described herein, shall, following construction of the Enhanced Employment Act Project and during the useful and functional life of such improvements, keep the same in a safe and sanitary condition and shall take all action reasonably necessary to (a) maintain the same in good order and condition and state of repair in accordance with the prevailing standards from time to time for developments and improvements of similar size, kind

and quality, and (b) carry out proper and timely capital improvements for all interior and exterior public enhancements, including the routine and reasonable preventive maintenance and capital improvements of their service facilities including, but not limited to, foundations, roof, exterior walls, wiring, plumbing, heating and air conditioning systems, interior insect treatment, and all glass, including plate glass, exterior doors, and automatic doors, and (c) maintain the related grounds in a safe and sanitary condition including, but not limited to, sweeping and removal of trash, litter and refuse, repair and replacement of paving as reasonably necessary, maintenance of landscaped areas (including replacement and replanting), removal of snow and ice from sidewalks, driveways, parking areas, and private roadways, in order to keep the same free from dilapidation or deterioration and free from conditions which endanger life or property by fire or other causes. In addition, the Redeveloper's duty to maintain the Enhanced Employment Act Project on the Enhanced Employment Act Area during the Enhanced Employment Act Period shall include the following:

i. The standard of maintenance for the Enhanced Employment Act Area shall be comparable to the standards of maintenance, repair and replacement followed in other good quality multi-use developments in Nebraska.

ii. Maintaining, repairing and replacing all paved surfaces of the Enhanced Employment Act Area in a reasonably smooth and evenly covered condition, which maintenance work shall include, without limitation, cleaning, sweeping, restriping, repairing and resurfacing any paved surfaces as reasonably necessary.

iii. Removing of all filth, paper and refuse to the extent necessary to keep the Enhanced Employment Act Area in a clean and orderly condition.

iv. Placing, keeping in repair and replacing when reasonably necessary any appropriate directional signs, markers and lines.

v. Keeping in repair and replacing when reasonably necessary such lighting facilities as may be installed on the Enhanced Employment Act Area.

vi. Maintaining all finished landscaped areas, repairing irrigation systems and water lines, and replacing shrubs and other finished landscaping as reasonably necessary; provided, however, that nothing in this Agreement shall obligate the Redeveloper to landscape any portion of an unimproved real estate prior to the date it is improved.

vii. Cleaning, maintaining and repairing of all sidewalks.

viii. Providing reasonable security, if necessary, for the protection of persons and property.

ix. Maintaining in good and safe condition and state of repair any building improvements located thereon.

Section 4.10 Reimbursement of Grants.

Redeveloper agrees to repay the Agency the grant or grants of funds as provided for in Section 4.05 above in the event Redeveloper fails to undertake the improvements in the Enhanced Employment Act Project within one hundred and eighty (180) days after the date of this contract and, upon such repayment of the grant funds, this Agreement shall be null and void in regards to the Redeveloper and the Enhanced Employment Act Area and the improvements located thereon. In the event the Redeveloper fails to maintain the Redeveloper's Enhanced Employment Act Project as provided in Section 4.09 above, and the Redeveloper fails to cure such breach within sixty (60) days after receiving written notice specifying the manner in which

the Redeveloper has breached this Agreement from the Agency, or such longer period if such deficiency cannot reasonably be cured within such sixty (60) day period, then the Agency shall have the following rights:

(i) Agency shall have the right to perform such maintenance activities and then the Redeveloper shall reimburse the Agency the fair and reasonable cost to the Agency to correct the maintenance deficiency as required under the Duty to Maintain provision of this Agreement; or

(ii) require the Redeveloper to reimburse the Agency the proportionate share one-twentieth (1/20) of the grant funds provided for in Section 4.05 (Grant of Funds) above, for each year the Redeveloper fails to maintain the Enhanced Employment Act Project.

Section 4.11 Agreement to Pay Taxes.

Redeveloper agrees to use commercially reasonable efforts to require its Tenants to pay all occupation taxes levied upon the Enhanced Employment Act Area and improvements thereon prior to the time the taxes become delinquent. Redeveloper shall include this requirement in all Tenant leases. This contractual obligation to pay such taxes prior to delinquency shall cease upon expiration of the Enhanced Employment Act Period or so long as the Occupation Tax Revenue Bond remains outstanding whichever period of time is shorter.

Section 4.12 City and Agency Not Liable for Deficiency.

Any debt service on the Enhanced Employment Act Indebtedness (including interest) to be paid from Enhanced Employment Act Tax Revenues shall not constitute a general obligation or debt of the City or Agency. Neither the City nor Agency shall be liable for any deficiency nor shortfall in the anticipated collection of the occupation tax revenue collected in the Enhanced Employment Act Area.

Section 4.13 Insurance Damage or Destruction of the Enhanced Employment Act Project.

During the Enhanced Employment Act Period, Redeveloper shall include by restrictive covenant an enforceable obligation on the Redeveloper or other owner or tenant in possession to maintain property insurance on an extended coverage all-risk basis in an amount not less than the replacement value of the Enhanced Employment Act Project, allowing for reasonable coinsurance clauses and deductibles and also subject to the Redeveloper or other owner or tenant's obligation to restore the Enhanced Employment Act Project to its prior condition within fifteen (15) months from the date of the damage or destruction, diligently pursuing the same to completion.

Section 4.14 Termination.

Notwithstanding any contrary provision, the occupation tax upon the businesses within the Enhanced Employment Act Area shall cease upon expiration of the Enhanced Employment Act Period or full repayment of the Enhanced Employment Act Indebtedness, whichever period of time is shorter. The provisions of Section 4.1 through 4.13 of this Agreement shall terminate for the Enhanced Employment Act Area upon expiration of the Enhanced Employment Act

Period or full repayment of the Enhanced Employment Act Indebtedness, whichever period of time is shorter.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs related to the redevelopment of the Redevelopment Project Area, the Redevelopment Project Property, and Enhanced Employment Act Area which are in excess of the amounts paid from the proceeds of the grant provided from the proceeds of the Enhanced Employment Act Proceeds and granted to Redeveloper. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

ARTICLE VI

RESTRICTIONS AND CONSENT

Section 6.01 Relocation.

Redeveloper, at its costs, shall be responsible to pay any required tenant relocation costs as required by any federal, state or local relocation laws, including but not limited to, the Nebraska Relocation Assistance Act (Neb. Rev. Stat. Section 76-12114 et seq.) (collectively “Relocation Laws”), in order to implement the Master Project within the Redevelopment Project Area and the Enhanced Employment Act Area.

Section 6.02 Use Restrictions.

During the Enhanced Employment Act Period, the Enhanced Employment Act Area shall be used for retail, services and restaurant purposes, unless the Agency agrees otherwise in writing. In addition, no portion of the Enhanced Employment Act Area shall include users of space, or kinds of transactions where an occupations tax cannot be imposed pursuant to Section 18-2142.02 of the Nebraska Revised Statutes, as amended during the Enhanced Employment Act Period.

Section 6.03 Consent.

Redeveloper hereby covenants and consents with respect to the designation of the property set forth in Exhibit B, and incorporated herein by this reference, as an enhanced employment area pursuant to Section 18-2119 of the Enhanced Employment Act and as a redevelopment project under the Act, and such covenant and consent shall be binding upon all future owners of the Enhanced Employment Act Area.

ARTICLE VII

DEFAULT, REMEDIES; INDEMNIFICATION

Section 7.01 General Remedies of Agency and Redeveloper.

Subject to the further provisions of this Article VII, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations. The Redeveloper hereby acknowledges and agrees that the Agency shall have completed its required performances and satisfied all of its obligations under this Redevelopment Contract upon the issuance of the Enhanced Employment Act Indebtedness and the subsequent payment of grant amounts to the Redeveloper as set forth in this Agreement.

Section 6.02 Additional Remedies of Agency.

In the event that (each such event an "event of default"):

- (a) the Redeveloper, or its successor in interest, shall fail to commence the construction of the improvements included in the or Enhanced Employment Act Project Costs on or before _____, 20__;
- (b) the Redeveloper, shall fail to pay real estate taxes or assessments on the Redevelopment Project Property owned by the Redeveloper or any part thereof when due; and
- (c) there is a violation of any other provision of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 90 days following written notice from Agency, then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Agency would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04A and 4.05 of this Redevelopment Contract, less any reductions in the principal amount of the Enhanced Employment Act Indebtedness, plus interest on such amounts as provided herein (the "**Liquidated Damages Amount**"). Upon the occurrence of an event of default, the Liquidated

Damages Amount shall be paid by Redeveloper to Agency within 30 days of demand from Agency given to the Redeveloper.

Interest shall accrue on the Liquidated Damages Amount at the rate of three percent (3%) per annum and interest shall commence from the date that the Agency gives notice to the Redeveloper demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes, occupation taxes, or assessments with respect to the Redevelopment Project Property, the Project, and the Enhanced Employment Act Area.

Redeveloper shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing to any contractor or his or her subcontractors (for each contract entered into by Redeveloper related to Enhanced Employment Act Costs) with labor or materials performed or used in the prosecution of the work provided for in such contract, and will indemnify and save harmless the City and Agency to the extent of any payments in connection with the carrying out of such contracts which the City or Agency may be required to make under the law.

Section 7.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 7.02), the Redeveloper shall be in default. In such an instance, the Agency may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that any defaults covered by this Section shall not give rise to a right or rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 7.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Agency nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Project Area and Enhanced Employment Act Area or any part thereof for redevelopment, or the beginning and completion of construction of the Enhanced Employment Act Area Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Agency or of the Redeveloper with respect to construction of the Master Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced

delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

Section 7.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VII or this Redevelopment Contract to the contrary, neither the City, the Agency, nor their respective elected officials, officers, directors, appointed officials, employees, agents nor their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Agency under this Redevelopment Contract shall be the issuance of the Enhanced Employment Act Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, and full compliance with the terms specifically set forth in this Agreement and payment of Enhanced Employment Act Revenues pledged pursuant to the Resolution. The Redeveloper releases the City and Agency from, agrees that neither the City nor Agency shall be liable for, and agrees to indemnify and hold the City and Agency harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Master Project.

Redeveloper agrees to indemnify and hold City and Agency harmless to the extent of any payments in connection with carrying out completion of the Enhanced Employment Act Project the City may make, for failure of Redeveloper to make payments of all amounts lawfully due to all persons, firms, or organizations who performed labor or furnished materials, equipment, or supplies used in construction of the Enhanced Employment Act Project.

Redeveloper agrees to indemnify and hold City and Agency harmless for failure of Redeveloper to make payments of all amounts lawfully due to all persons, firms, or organizations under the Relocation Laws in connection with or implementation of the Master Project within the Redevelopment Project Area and the Enhanced Employment Act Area. This Section survives any termination of this Agreement.

The Redeveloper will indemnify and hold each of the City and Agency and their respective elected officials, directors, officers, appointed officials, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, excluding litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about that portion of the Master Project owned by the Redeveloper, during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, related to activities of the Redeveloper or its agents during the construction of the public infrastructure or public right of ways in the Master Project. The City and Agency do not waive their governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law.

ARTICLE VIII
MISCELLANEOUS

Section 8.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract may be recorded in the office of the Register of Deeds of Dodge County, Nebraska.

Section 8.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

Section 8.03 Assignment or Conveyance.

This Redevelopment Contract shall not be assigned by the Redeveloper without the written consent of the Agency. Such consent shall not be unreasonably withheld. Redeveloper agrees that it shall not convey any Lot or any portion thereof or any structures thereon to any person or entity that would be exempt from payment of real estate taxes, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any Lot.

Section 8.04 Binding Effect: Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

Section 8.05 Effective Date and Implementation of Redevelopment Contract.

This Agreement is in full force and effect from and after the date of execution hereof by the Redeveloper, City and the Agency.

Section 8.06 Notices to Parties.

Notices to Parties shall be mailed by U. S. Mail to the following addresses:

Redeveloper:
Fremont Mall, LLC

With Copy to:

And
Michael L. Bacon
Bacon Vinton Venteicher Attorneys
P.O. Box 208
Gothenburg, NE 69138

Agency and City:
Fremont City Clerk

With Copy to:

IN WITNESS WHEREOF, City, Agency, and Redeveloper have signed this
Redevelopment Contract as of the date and year first above written.

ATTEST:

Secretary

ATTEST:

Clerk

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

By: _____
Chairman

THE CITY OF
FREMONT, NEBRASKA

By: _____
Mayor

FREMONT MALL, LLC.

By: _____
Manager

DRAFT

STATE OF NEBRASKA)
) SS
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this _____ day of 2020, by _____ and _____, Chairman and Secretary, respectively, of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this _____ day of 2020, by _____ and _____, Mayor and Clerk, respectively, of the City of Fremont, Nebraska, on behalf of the City.

Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ Manager of Fremont Mall, LLC, on behalf of the corporation.

Notary Public

EXHIBIT A

Attach Redevelopment Plan

DRAFT

EXHIBIT B

DESCRIPTION OF ENHANCED EMPLOYMENT AREA

(insert legal description of Fremont Mall real estate [corrected])

DRAFT

EXHIBIT C

(FORM OF ENHANCED EMPLOYMENT ACT INDEBTEDNESS BOND)

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS BOND MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE IS A BANK OR A QUALIFIED INSTITUTIONAL BUYER AS DEFINED IN RULE 144A PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION AND THE OWNER HAS OBTAINED AND PROVIDED TO THE AGENCY, PRIOR TO SUCH TRANSFER AND ASSIGNMENT, AN INVESTOR'S LETTER IN FORM AND SUBSTANCE SATISFACTORY TO THE AGENCY EVIDENCING THE COMPLIANCE WITH THE PROVISIONS OF ALL FEDERAL AND STATE SECURITIES LAWS AND CONTAINING SUCH OTHER REPRESENTATIONS AS THE AGENCY MAY REQUIRE.

THIS BOND MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN RESOLUTION NO. _____ OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA.

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF DODGE**

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF FREMONT, NEBRASKA
OCCUPATION TAX REVENUE BOND
(FREMONT MALL PROJECT), SERIES 2020**

No. R-1

**Up to \$2,200,000.00
(subject to reduction as described herein)**

**Date of
Original Issue**

**Date of
Maturity**

**Rate of
Interest**

_____ **2040**

6.00%

REGISTERED OWNER: Fremont Mall, L.L.C.

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE BOND SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS

SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA has caused this Bond to be signed by the manual signature of the Chairman of the Community Development Agency of the City of Fremont, countersigned by the manual signature of the Secretary of the Community Development Agency of the City of Fremont, and the City's corporate seal imprinted hereon.

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF FREMONT,
NEBRASKA**

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

The **COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA** (the "Agency") acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Fremont, Nebraska (the "**Registrar**"), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable at least semiannually on May 1 and November 1 of each year until payment in full of such Principal Amount, beginning _____, 2020, by check or draft mailed to the Registered Owner hereof as shown on the bond registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner's address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Bond is issued by the Agency under the Agency of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of

Nebraska, as amended, and under and pursuant to Resolution No. _____ duly passed and adopted by the Agency on _____, 2020, as from time to time amended and supplemented (the “Resolution”).

THE PRINCIPAL AMOUNT OF THIS BOND IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS BOND IS \$2,200,000.

This Bond is a special limited obligation of the Agency payable as to principal and interest solely from and is secured solely by the Enhanced Employment Act Revenues (as defined in the Resolution) and certain other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Enhanced Employment Act Revenue represents the occupation tax revenues generated and collected under the occupation tax authorized by the Bond Resolution and the Occupation Tax Ordinance in accordance with law.

Reference is hereby made to the Bond Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal of and interest on this Bond, the nature and extent of the security thereby created, the terms and conditions under which this Bond has been issued, the rights and remedies of the Registered Owner of this Occupation Tax Revenue Bond, and the rights, duties, immunities and obligations of the City and the Agency. By the acceptance of this Occupation Tax Revenue Bond, the Registered Owner assents to all of the provisions of the Resolution.

The principal of and interest hereon shall not be payable from the general funds of the City nor the Agency nor shall this Bond constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Agency or of any other party other than those specifically pledged under the Resolution. This Bond is not a debt of the City or the Agency within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Agency, and does not impose any general liability upon the City or the Agency and neither the City nor the Agency shall be liable for the payment hereof out of any funds of the City or the Agency other than the Revenues and other funds pledged under the Resolution, which Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Bond in accordance with the provisions of this Resolution.

The Registered Owner may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed “Principal Amount Advanced” on **Schedule 1** hereto (the “**Table**”) and may enter the aggregate principal amount of this Bond then outstanding under the column headed “Cumulative Outstanding Principal Amount” on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Bond under the column headed “Principal Amount Redeemed” on the Table and may enter the then outstanding principal amount of this Bond under the column headed “Cumulative Outstanding Principal Amount” on the Table. Notwithstanding the foregoing, the records maintained by the Registrar as to the principal amount issued and

principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount of this Bond for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Bond by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Bond; the Revenue and other money and securities pledged to the payment of the principal of and interest on this Bond; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Bond; the rights, duties and obligations of the Agency and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Bond is subject to redemption prior to maturity, at the option of the Agency, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Bond is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Bond, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Bond so redeemed shall become due and payable and if money for the payment of the portion of the Bond so redeemed and the accrued interest thereon to the date fixed for redemption shall be held for the purpose of such payment by the Registrar, interest shall cease to accrue and become payable hereon from and after the redemption date.

This Bond is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Agency and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal of and interest due hereon and for all other purposes.

This bond is being issued as a registered bond without coupons. This bond is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to

have happened, to exist and to have been performed precedent to and in the issuance of this Bond have happened, do exist and have been performed in regular and due time, form and manner; that this Bond does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond as provided in this Resolution.

[The remainder of this page intentionally left blank]

DRAFT

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the bond register kept by the Registrar for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within bond in every particular.

Signature Guaranteed By:

Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15)

By: _____

Title: _____

[The remainder of this page intentionally left blank]

EXHIBIT D

ENHANCED EMPLOYMENT ACT ELIGIBLE PROJECT COSTS*

Enhanced Employment Act Eligible Project Costs (estimates)

Redeveloper will be required to spend up to \$2,200,000 within the following categories.

1. Roof repair	\$ 621,420
2. HVAC replace and repair	\$ 400,000
3. Rehabilitate vacant space for tenants (except Dunhams)	\$2,156,192
4. Restroom rehabilitation	\$ 80,000
5. Mall Entrance enhancement	\$ 130,000
6. Engineering, Planning and Legal	\$ 40,000
TOTAL	\$3,387,644

*Costs may be shifted between categories

**Redeveloper will do all tenant interior improvements for Dunhams without utilizing Occupation Tax bond proceeds or grants.

EXHIBIT E

**LIST OF BUSINESS CLASSIFICATIONS IN
ENHANCED EMPLOYMENT PROJECT AREA.**

<u>BUSINESS</u>	<u>CLASSIFICATION</u>
1. Apparel	Clothing Retail
2. Hobby & Crafts	Hobby & Craft Retail
3. Shoes	Shoe Retail
4. Cosmetics	Beauty Retail
5. Quick Serve	Prepared Food Retail
6. Specialty Store	Specialty Retail
7. Salon	Service Retail
8. Restaurant	Prepared Food Retail
9. Service/Fitness	Service Retail
10. Fast Food	Prepared Food Retail
11. Theatre/ entertainment	Entertainment
12. Sporting Goods	Sporting Goods Retail
13. Miscellaneous Retail	Retail
14. Vehicle Repair	Retail
15. Grocery	Grocery Retail

EXHIBIT F

EXHIBIT G

LIST OF BUSINESS CLASSIFICATIONS

BUSINESS

CLASSIFICATION

EXHIBIT __

ENHANCED EMPLOYMENT ACT ELIGIBLE PROJECT COSTS*

Enhanced Employment Act Eligible Project Costs (estimates)

Redeveloper will be required to spend up to \$2,200,000 within the following categories.

1. Roof repair	\$ 621,420
2. HVAC replace and repair	\$ 400,000
3. Rehabilitate vacant space for tenants (except Dunhams)	\$2,156,192
4. Restroom rehabilitation	\$ 80,000
5. Mall Entrance enhancement	\$ 130,000
6. Engineering, Planning and Legal	\$ 40,000
TOTAL	\$3,387,644

*Costs may be shifted between categories

**Redeveloper will do all tenant interior improvements for Dunhams without utilizing Occupation Tax bond proceeds or grants.

DRAFT

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, Director of Planning
DATE: January 14, 2020
SUBJECT: Request of a change of zone from UR, Urban Residential to SC,
Suburban Commercial

Recommendation: Hold First Reading of the Ordinance No. 5521

Background:

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

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

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

The properties were formerly zoned R-4, residential.

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

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

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

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

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

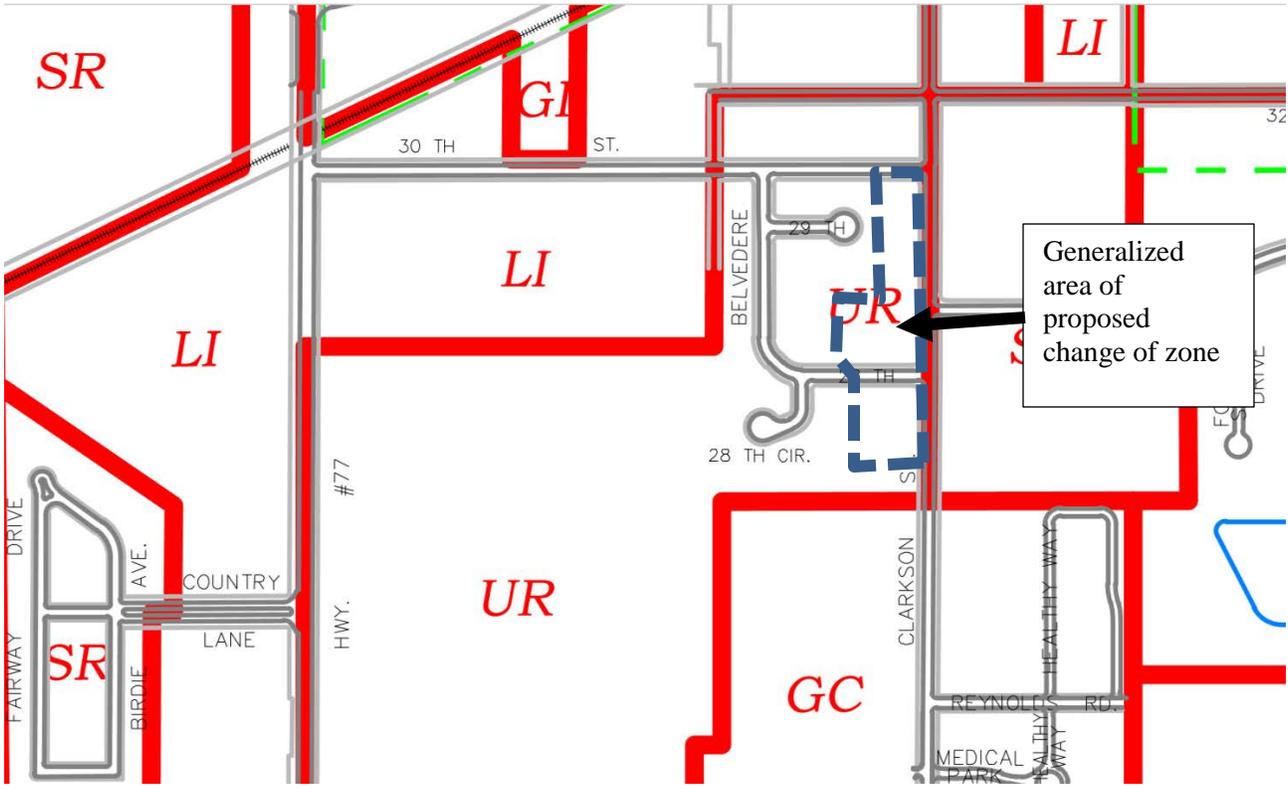
Since the properties are already developed with offices, there will not be an increased negative impact on the abutting residential properties.

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

in conformance with the UDC.

The Planning Commission held a public hearing on this item on December 16, 2019 and unanimously recommended approval.





ORDINANCE NO. 5521

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED THIS 11th DAY OF FEBRUARY, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP
DATE: January 14, 2020
SUBJECT: Proposed change to UDC

Recommendation: Hold First Reading of Ordinance No. 5523

Background:

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

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

The proposed changes are as follows:

11-920 Definitions:

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

Parking may be utilized in the Front Yard except in required buffer yards.

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

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

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

ZONING APPLICATION

PROPERTY INFORMATION

Address of Property _____

General Location (if no address is available) _____

Brief Legal Description of Property _____

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

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

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

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

Office Use Only

Submittal Date _____ Project No. _____
Payment Amount _____ Receipt No. _____
Other Comments _____

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

As proposed by: Jarod Borisow

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

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

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

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

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

Proposed Change:

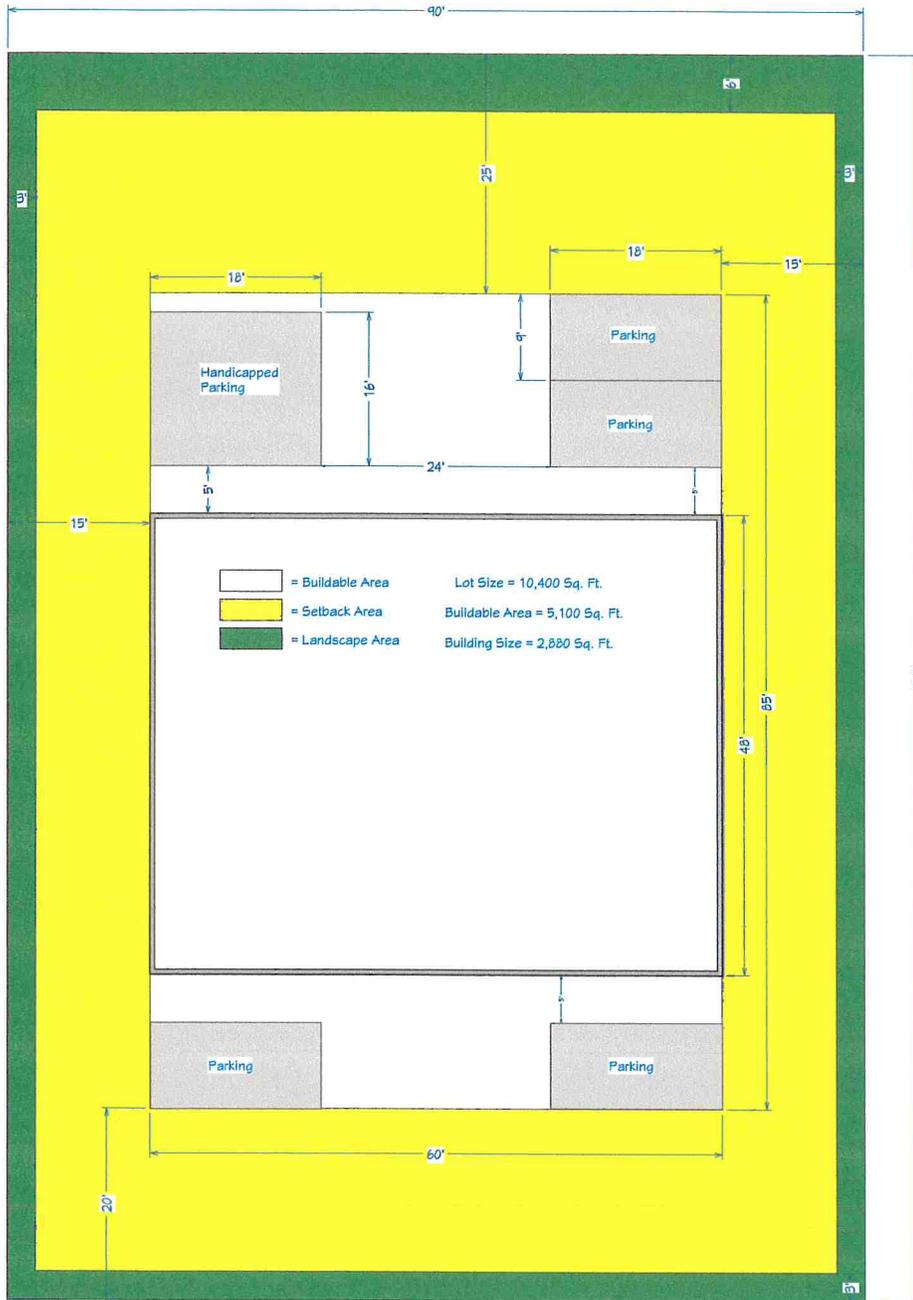
Front Yard. Open, landscaped area at grade between the front yard setback line(s) and the front lot line(s), and extending the full width of the lot. The front yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property. Parking may be utilized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

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

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

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

Attachment 2 Plot as Currently Conforming



ORDINANCE NO. 5523

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

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

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

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

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

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

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

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

11-920 Definitions:

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

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

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

serving the property, however it may be crossed by a sidewalk or driveway serving the property, including a driveway along the length of the side yard. Parking may be utilized in the Side Yard except in required buffer yards.

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

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

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

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

PASSED AND APPROVED THIS 11th DAY OF FEBRUARY, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, CPA, Director of Finance
DATE: January 14, 2020
SUBJECT: Claims

Recommendation: Move to approve December 31, 2019 through January 14, 2020 claims, as well as subsequent claims due and payable before the next meeting of the City Council, and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email January 10, 2020. In addition, Staff is requesting approval by the Council to pay claims that will become due and payable (by virtue of contractual agreements or regulatory requirements) before the next City Council meeting.

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

- Direct deposit of employee payroll on January 23, 2020, and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue – sales & lodging tax collected by the City at various facilities.
- Health and dental claims paid by the City’s third-party administrator Blue Cross and Blue Shield, as well as Health care reinsurance premiums payable.
- Life and Disability (ST & LT) premiums payable to Lincoln National Life Insurance Co. monthly
- Workers compensation claims paid by the City’s third-party administrator Tri-Star.
- Transmission and energy purchases payable to Southwest Power Pool.
- Transmission and energy purchases payable to Omaha Public Power District.
- Natural gas purchases from Northern Natural Gas/US Energy, BP, Cargill, Central Plains Energy Project (CPEP) and Public Energy Authority of Kentucky (PEAK).
- Coal purchases from Cloud Peak Energy Resources, Peabody coal, and freight charges to Union Pacific.
- Progress payments to Emerson Process Management under the contract for the SCADA project.
- UPS weekly invoice for shipping costs, due within ten days or late fees are incurred.

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

Fiscal Impact:	City/Governmental funds claims total	\$ 1,497,829.99
	Utility funds claims total	<u>\$ 1,759,566.14</u>
	Total of all claims	<u>\$ 3,257,396.13</u>

EAL DESCRIPTION: EAL: 12312019 SHEETSJ

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 12/31/2019
All banks A

REPORT SEQUENCE OPTIONS:

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

This report is by: Bank/Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2019
Disbursement year/per 2020/03
Payment date 12/31/2019

PROGRAM: GM339L

AS OF: 12/31/2019

PAYMENT DATE: 12/31/2019

City of Fremont

Employee Benefits

BANK: 01

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006845	00	ROCKY MOUNTAIN RESERVE LLC	12/30/19	MANUAL000139		01	12/30/2019	060-0660-444.70-01	12/23/19-12/29/19	CHECK #: 101274	2,623.26
									VENDOR TOTAL *	.00	2,623.26
		01 Employee Benefits							BANK TOTAL *	.00	2,623.26
									HAND ISSUED TOTAL ***		2,623.26
									TOTAL EXPENDITURES ****	.00	2,623.26
								GRAND TOTAL *****			2,623.26

CITY OF FREMONT
ELECTRONIC WITHDRAWAL LIST

FOR CITY COUNCIL MEETING: 1/14/20

AJ	WITHDRAWAL				WITHDRAWAL
GROUP NO	VENDOR NAME	DATE	ACCOUNT NO	ITEM DESCRIPTION	AMOUNT
1327	TSYS MERCHANT SOLUTIONS	01/06/20	001-1003-415.20-99	CREDIT CARD FEES	235.33
1327	TSYS MERCHANT SOLUTIONS	01/06/20	001-1003-415.20-99	CREDIT CARD FEES	469.73
1327	TSYS MERCHANT SOLUTIONS	01/06/20	001-2029-451.20-99	CREDIT CARD FEES	64.24
1327	TSYS MERCHANT SOLUTIONS	01/06/20	001-2042-440.20-99	CREDIT CARD FEES	11.71
				TOTAL EXPENDITURES	781.01

EAL DESCRIPTION: EAL: 01092020 SHEETSJ

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 01/09/2020
All banks A

REPORT SEQUENCE OPTIONS:

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

This report is by: Bank/Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/04
Payment date 01/09/2020

PROGRAM: GM339L

AS OF: 01/09/2020

PAYMENT DATE: 01/09/2020

City of Fremont

General Fund

BANK: 00

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED
NO		NO NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT
0000584	00	CEI							
20200109		PR0109	00	01/09/2020	001-0000-201.00-00	PAYROLL SUMMARY		EFT:	114,333.41
						VENDOR TOTAL *		.00	114,333.41
0006466	00	CREDIT BUREAU SERVICES INC							
20191226		PR1226	00	01/09/2020	001-0000-201.00-00	PAYROLL SUMMARY		216.33	
20200109		PR0109	00	01/09/2020	001-0000-201.00-00	PAYROLL SUMMARY		216.33	
						VENDOR TOTAL *		432.66	
0004234	00	DEPARTMENT OF UTILITIES C S							
20200109		PR0109	00	01/09/2020	001-0000-201.00-00	PAYROLL SUMMARY		EFT:	1,475.41
						VENDOR TOTAL *		.00	1,475.41
0005193	00	DEPARTMENT OF UTILITIES PAYROLL							
20200109		PR0109	00	01/09/2020	001-0000-201.00-00	PAYROLL SUMMARY		EFT:	69,901.99
						VENDOR TOTAL *		.00	69,901.99
0004005	00	GENERAL SERVICE BUREAU INC							
20200109		PR0109	00	01/09/2020	001-0000-201.00-00	PAYROLL SUMMARY		388.67	
						VENDOR TOTAL *		388.67	
0004629	00	INTERNAL REVENUE SERVICE **EFT**							
20200109		PR0109	00	01/09/2020	001-0000-201.00-00	PAYROLL SUMMARY		87,274.82	
						VENDOR TOTAL *		87,274.82	
0005477	00	LAUGHLIN TRUSTEE, KATHLEEN A							
20200109		PR0109	00	01/09/2020	001-0000-201.00-00	PAYROLL SUMMARY		1,123.00	
						VENDOR TOTAL *		1,123.00	
0006750	00	NATIONWIDE TRUST COMPANY, FSB							
20200109		PR0109	00	01/09/2020	001-0000-201.00-00	PAYROLL SUMMARY		770.00	
						VENDOR TOTAL *		770.00	
			00	General Fund		BANK TOTAL *		89,989.15	185,710.81

PROGRAM: GM339L

AS OF: 01/09/2020

PAYMENT DATE: 01/09/2020

City of Fremont

Employee Benefits

BANK: 01

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.			DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO							AMOUNT
0003370	00	BLUE CROSS BLUE SHIELD OF NEBRASKA							
01/08/20	MANUAL000143			01	01/08/2020	060-0660-442.70-01	01/01/20-01/07/20	CHECK #: 101277	214,253.39
01/08/20	MANUAL000144			01	01/08/2020	060-0660-443.70-01	01/01/20-01/07/20	CHECK #: 101277	4,948.10
VENDOR TOTAL *								.00	219,201.49
0006845	00	ROCKY MOUNTAIN RESERVE LLC							
01/06/20	MANUAL000140			01	01/06/2020	060-0660-444.70-01	12/30/19-01/05/20	CHECK #: 101275	10,356.46
VENDOR TOTAL *								.00	10,356.46
0006707	00	TRISTAR RISK MANAGEMENT							
109047	MANUAL	000142		01	01/07/2020	061-0000-101.12-00	PREFUND 19779302	CHECK #: 101276	20,803.62
VENDOR TOTAL *								.00	20,803.62
01 Employee Benefits									
BANK TOTAL *								.00	250,361.57
HAND ISSUED TOTAL ***									250,361.57
EFT/EPAY TOTAL ***									185,710.81
TOTAL EXPENDITURES ****								89,989.15	436,072.38
GRAND TOTAL *****									526,061.53

Prepared 1/08/20, 17:27:43
Pay Date 1/09/20
Primary FIRST NATIONAL BANK

Direct Deposit Register

Account Number Employee Name Social Security Deposit Amount

Final Total 270,777.68 Count 208

EAL DESCRIPTION: EAL: 01092020 SHEETSJ

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 01/15/2020
All banks A

REPORT SEQUENCE OPTIONS:

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

This report is by: Bank/Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/04
Payment date 01/15/2020

PROGRAM: GM339L

AS OF: 01/15/2020

PAYMENT DATE: 01/15/2020

City of Fremont

General Fund

BANK: 00

VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK		HAND-ISSUED
NO		NO NO		DATE	NO	DESCRIPTION		AMOUNT		AMOUNT
0000959	00	ACE HARDWARE								
116476/3		PI1579 038538	00	01/15/2020	001-1004-424.30-33	BLANKET PURCHASE ORDER		11.98		
116808/3		PI1580 038538	00	01/15/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER		26.17		
						VENDOR TOTAL *		38.15		
0002923	00	ACKER EXCAVATING, DOYLE								
435		PI1609 038763	00	01/15/2020	012-2025-431.20-95	FIELD PURCHASE ORDER		3,520.00		
						VENDOR TOTAL *		3,520.00		
0006884	00	ADAMS & SULLIVAN PC LLO								
DEC 2019		PI1797 038896	00	01/15/2020	001-1016-412.20-34	BLANKET PURCHASE ORDER		14,841.87		City Attorney expenses for
DEC 2019		PI1798 038896	00	01/15/2020	001-1016-412.20-34	BLANKET PURCHASE ORDER		14,841.88		Dec. 2019
						VENDOR TOTAL *		29,683.75		
0006169	00	AMERICAN BROADBAND INTERNET								
51514 0120		PI1641 038648	00	01/15/2020	001-2031-419.20-12	BLANKET PURCHASE ORDER		200.00		
						VENDOR TOTAL *		200.00		
0002100	00	ANDERSON AUTO GROUP								
15363843		PI1560 038985	00	01/15/2020	001-1209-421.20-11	GENERAL		15.62		
15363843		PI1561 038985	00	01/15/2020	001-1209-421.30-79	GENERAL		295.00		
						VENDOR TOTAL *		310.62		
0000983	00	ARPS								
26884		PI1505 038540	00	01/15/2020	012-2025-431.30-69	BLANKET PURCHASE ORDER		445.25		
26897		PI1506 038540	00	01/15/2020	012-2025-431.30-69	BLANKET PURCHASE ORDER		385.00		
26923		PI1581 038540	00	01/15/2020	012-2025-431.30-69	BLANKET PURCHASE ORDER		385.00		
26924		PI1582 038540	00	01/15/2020	012-2025-431.30-69	BLANKET PURCHASE ORDER		384.38		
						VENDOR TOTAL *		1,599.63		
0002954	00	ASPHALT AND CONCRETE MATERIALS CO								
00046351		PI1540 038707	00	01/15/2020	012-2025-431.30-69	FIELD PURCHASE ORDER		1,163.25		
						VENDOR TOTAL *		1,163.25		
0006472	00	ASSOC OF STATE FLOODPLAIN MGRS								
2020 SIMON		PI1620 039095	00	01/15/2020	001-1004-424.20-93	GENERAL		120.00		
						VENDOR TOTAL *		120.00		
0000984	00	B & K BODY SHOP LLC								
BK12668		PI1615 039010	00	01/15/2020	001-1209-421.20-60	GENERAL		200.00		
						VENDOR TOTAL *		200.00		
0001520	00	BADGER BODY & TRUCK EQUIPMENT CO								
P57901		PI1655 038834	00	01/15/2020	012-2025-431.30-63	FIELD PURCHASE ORDER		503.25		
						VENDOR TOTAL *		503.25		
0002763	00	BAKER & TAYLOR BOOKS								
5015909409		PI1732 038649	00	01/15/2020	001-2031-455.30-51	GENERAL		56.70		
						VENDOR TOTAL *		56.70		

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VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0004311	00	BAUER BUILT INC							
880072675		PI1692	038542	00	01/15/2020	001-1206-422.30-63	BLANKET PURCHASE ORDER	98.00	
880072581		PI1664	039071	00	01/15/2020	001-1209-421.20-60	FIELD PURCHASE ORDER	48.00	
880072581		PI1665	039071	00	01/15/2020	001-1209-421.30-63	FIELD PURCHASE ORDER	549.20	
							VENDOR TOTAL *	695.20	
0005162	00	BLT PLUMBING HEATING & A/C INC							
19439		PI1792	038596	00	01/15/2020	001-2026-451.20-60	BLANKET PURCHASE ORDER	90.00	
19439		PI1793	038596	00	01/15/2020	001-2026-451.30-49	BLANKET PURCHASE ORDER	7.50	
							VENDOR TOTAL *	97.50	
0003913	00	BNSF RAILWAY CO							
19121144		PI1775	039112	00	01/15/2020	012-2025-431.20-70	GENERAL	636.54	
							VENDOR TOTAL *	636.54	
0004035	00	BOMGAARS SUPPLY INC							
16492709		PI1507	038543	00	01/15/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER	149.99	
16493368		PI1584	038543	00	01/15/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER	99.99	
16494412		PI1623	038543	00	01/15/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER	116.98	
16490508		PI1583	038543	00	01/15/2020	001-2027-452.30-56	BLANKET PURCHASE ORDER	120.93	
16493891		PI1585	038543	00	01/15/2020	001-2027-452.30-33	BLANKET PURCHASE ORDER	206.97	
16494531		PI1693	038543	00	01/15/2020	012-2025-431.30-56	BLANKET PURCHASE ORDER	13.98	
							VENDOR TOTAL *	708.84	
0002902	00	BORDER STATES / KRIZ-DAVIS							
919194330		PI1588	038556	00	01/15/2020	001-2027-452.30-48	BLANKET PURCHASE ORDER	295.84	
							VENDOR TOTAL *	295.84	
0003427	00	BRODART CO							
B5829421		PI1642	038650	00	01/15/2020	001-2031-455.30-51	GENERAL	18.72	
B5829938		PI1643	038650	00	01/15/2020	001-2031-455.30-51	GENERAL	37.29	
B5830047		PI1644	038650	00	01/15/2020	001-2031-455.30-51	GENERAL	665.07	
B5831752		PI1645	038650	00	01/15/2020	001-2031-455.30-51	GENERAL	440.21	
B5833883		PI1646	038650	00	01/15/2020	001-2031-455.30-51	GENERAL	416.13	
B5835348		PI1647	038650	00	01/15/2020	001-2031-455.30-51	GENERAL	294.87	
B5836608		PI1733	038650	00	01/15/2020	001-2031-455.30-51	GENERAL	158.60	
							VENDOR TOTAL *	2,030.89	
0006534	00	CAPPEL AUTO SUPPLY INC							
2634-00-010701		PI1597	038573	00	01/15/2020	001-1206-422.30-63	BLANKET PURCHASE ORDER	49.90	
2634-00-010341		PI1527	038573	00	01/15/2020	001-2027-452.30-63	BLANKET PURCHASE ORDER	90.18	
2634-00-010871		PI1633	038573	00	01/15/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	204.94	
2634-00-011005		PI1706	038573	00	01/15/2020	012-2025-431.30-44	BLANKET PURCHASE ORDER	87.96	
2634-00-011005		PI1707	038573	00	01/15/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	4.29	
2634-00-011016		PI1708	038573	00	01/15/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER	21.63	
2634-00-006081		PI1725	038623	00	01/15/2020	012-2025-431.30-56	FIELD PURCHASE ORDER	174.36	
2634-00-006081		PI1726	038623	00	01/15/2020	012-2025-431.30-63	FIELD PURCHASE ORDER	689.48	
							VENDOR TOTAL *	1,322.74	

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0006311	00	CAROLINA SOFTWARE							
74089		PI1648 038677	00		01/15/2020	001-1013-432.20-65	FIELD PURCHASE ORDER	400.00	
							VENDOR TOTAL *	400.00	
9999999	00	CARPER, MARILYN							
173553	CARPER	000145	00		01/15/2020	001-0000-202.04-00	MARILYN CARPER/CF MTG RM	100.00	
							VENDOR TOTAL *	100.00	
0006934	00	CHEEVER CONSTRUCTION COMPANY							
B15618	#5	PI1670 038468	00		01/15/2020	001-2026-451.40-13	GENERAL	185,905.80	Auditorium renovation progress payment CCR 2019-149
							VENDOR TOTAL *	185,905.80	
0004535	00	CHILD'S WORLD							
NA145795		PI1653 038821	00		01/15/2020	001-2031-455.30-51	GENERAL	1,197.20	
NA146189		PI1654 038821	00		01/15/2020	001-2031-455.30-51	GENERAL	18.95	
							VENDOR TOTAL *	1,216.15	
0001024	00	CHRISTENSEN LUMBER INC							
CLC00559581-001		PI1624 038544	00		01/15/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	86.17	
CLC00561186-001		PI1625 038544	00		01/15/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER	32.15	
							VENDOR TOTAL *	118.32	
9999999	00	COELLO, EDWIN							
173597	COELLO	000149	00		01/15/2020	001-0000-202.04-00	EDWIN COELLO/CF MTG RM	100.00	
							VENDOR TOTAL *	100.00	
0005819	00	CONSTRUCTION EMPLOYERS ASSOCIATION							
112019		PI1766 039085	00		01/15/2020	001-1002-415.20-33	BLANKET PURCHASE ORDER	312.50	
							VENDOR TOTAL *	312.50	
0003250	00	CONTINENTAL FIRE SPRINKLER CO							
235298		PI1755 038702	00		01/15/2020	001-2026-451.20-99	GENERAL	525.00	
							VENDOR TOTAL *	525.00	
0001643	00	CULLIGAN OF OMAHA							
967911		PI1730 038638	00		01/15/2020	001-1209-421.20-99	GENERAL	93.00	
968314		PI1731 038638	00		01/15/2020	001-1209-421.20-99	GENERAL	26.00	
							VENDOR TOTAL *	119.00	
0004624	00	DANKO EMERGENCY EQUIPMENT CO							
107438		PI1503 038447	00		01/15/2020	001-1206-422.40-90	GENERAL	10,853.44	
107413		PI1508 038546	00		01/15/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER	125.00	
107447		PI1554 038948	00		01/15/2020	001-1206-422.30-56	GENERAL	279.20	
							VENDOR TOTAL *	11,257.64	
0003493	00	DEMCO INC							
6739504		PI1562 038991	00		01/15/2020	001-2031-455.30-31	GENERAL	146.07	
							VENDOR TOTAL *	146.07	

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INVOICE NO		VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT		
0002897	00	DIERS INC									
5015828		PI1509	038548	00	01/15/2020	001-1209-421.30-63	BLANKET PURCHASE ORDER		42.94		
5015832		PI1510	038548	00	01/15/2020	001-1209-421.30-63	BLANKET PURCHASE ORDER		9.37		
5015836		PI1511	038548	00	01/15/2020	001-1209-421.30-63	BLANKET PURCHASE ORDER		18.74		
5015909		PI1512	038548	00	01/15/2020	001-1209-421.30-63	BLANKET PURCHASE ORDER		77.35		
5015912		PI1513	038548	00	01/15/2020	001-1209-421.30-63	BLANKET PURCHASE ORDER		241.51		
5015996		PI1694	038548	00	01/15/2020	001-1209-421.30-63	BLANKET PURCHASE ORDER		90.95		
							VENDOR TOTAL *		480.86		
0001313	00	DILLON CHEVROLET FREMONT INC, SID									
1TCS550938		PI1572	039028	00	01/15/2020	012-2025-431.30-63	FIELD PURCHASE ORDER		514.96		
							VENDOR TOTAL *		514.96		
9999999	00	DIRKSCHNEIDER, JUANITA									
173556		DIRKSCHN000146		00	01/15/2020	001-0000-202.04-00	J DIRKSCHNEIDER/CF MTG RM		100.00		
							VENDOR TOTAL *		100.00		
0003359	00	DODGE COUNTY HUMANE SOCIETY									
10192019		PI1666	039075	00	01/15/2020	001-1209-421.20-99	GENERAL		70.00		
							VENDOR TOTAL *		70.00		
0001070	00	DODGE COUNTY REGISTER OF DEEDS									
201906032		PI1528	038576	00	01/15/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER		16.00		
201906033		PI1529	038576	00	01/15/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER		16.00		
201906034		PI1530	038576	00	01/15/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER		16.00		
201906297		PI1709	038576	00	01/15/2020	001-2024-416.20-33	BLANKET PURCHASE ORDER		28.00		
201906306		PI1710	038576	00	01/15/2020	001-2024-416.20-33	BLANKET PURCHASE ORDER		28.00		
201906307		PI1711	038576	00	01/15/2020	001-2024-416.20-33	BLANKET PURCHASE ORDER		28.00		
							VENDOR TOTAL *		132.00		
0001511	00	DON'S PIONEER UNIFORM									
64197		PI1658	038939	00	01/15/2020	001-1209-421.30-52	GENERAL		293.99		
64197		000141		00	01/15/2020	001-1209-421.20-11	GENERAL		14.36		
64215/64208		PI1760	039031	00	01/15/2020	001-1209-421.20-11	GENERAL		16.73		
64215/64208		PI1761	039031	00	01/15/2020	001-1209-421.30-52	GENERAL		264.00		
							VENDOR TOTAL *		589.08		
0006855	00	DOWNTOWN DEVELOPMENT CENTER									
1446422		PI1614	038999	00	01/15/2020	001-2024-416.30-51	GENERAL		45.45		
							VENDOR TOTAL *		45.45		
0003087	00	EAKES OFFICE SOLUTIONS									
7920447-1		PI1556	038974	00	01/15/2020	001-1209-421.30-31	GENERAL		39.72		
7934507-0		PI1772	039092	00	01/15/2020	001-1209-421.30-31	GENERAL		479.33		
							VENDOR TOTAL *		519.05		
0006149	00	ENGINEERED CONTROLS INC									
52202		PI1660	039058	00	01/15/2020	001-2031-455.20-65	GENERAL		1,175.00		
168287		PI1661	039059	00	01/15/2020	001-2031-455.20-60	GENERAL		108.00		

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INVOICE NO		VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	
0006149	00	ENGINEERED CONTROLS INC								
							VENDOR TOTAL *		1,283.00	
0002050	00	FASTENAL COMPANY								
NEFRE172214		PI1695	038550	00	01/15/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER		79.68	
NEFRE172127		PI1514	038550	00	01/15/2020	012-2025-431.30-76	BLANKET PURCHASE ORDER		144.14	
							VENDOR TOTAL *		223.82	
0006587	00	FASTENAU, HEATHER								
121719		PI1541	038710	00	01/15/2020	001-1004-424.20-99	GENERAL		340.00	
							VENDOR TOTAL *		340.00	
0006764	00	FBI NATIONAL ACADEMY ASSOCIATES INC								
ELLIOTT, JEFF		PI1777	039118	00	01/15/2020	001-1209-421.20-93	GENERAL		125.00	
WIMER, SHANE		PI1778	039118	00	01/15/2020	001-1209-421.20-93	GENERAL		125.00	
							VENDOR TOTAL *		250.00	
0002884	00	FREMONT AREA CHAMBER								
24632		PI1573	039038	00	01/15/2020	001-1002-415.20-99	BLANKET PURCHASE ORDER		2,400.00	
24641		PI1767	039086	00	01/15/2020	001-1002-415.20-13	BLANKET PURCHASE ORDER		15.00	
24641		PI1768	039086	00	01/15/2020	001-1002-417.20-13	BLANKET PURCHASE ORDER		15.00	
							VENDOR TOTAL *		2,430.00	
0003360	00	FREMONT AVIATION								
DEC 2019		PI1796	038768	00	01/15/2020	029-2034-466.20-99	BLANKET PURCHASE ORDER		1,314.40	
							VENDOR TOTAL *		1,314.40	
9999999	00	FREMONT BOXING CLUB								
173554	FRE BOX	000147		00	01/15/2020	001-0000-202.04-00	FRE BOXING CLUB/CF DEP		200.00	
							VENDOR TOTAL *		200.00	
0001112	00	FREMONT ELECTRIC INC								
43449		PI1599	038598	00	01/15/2020	001-2026-451.20-60	BLANKET PURCHASE ORDER		70.00	
43477		PI1639	038598	00	01/15/2020	029-2034-466.20-60	BLANKET PURCHASE ORDER		70.00	
43477		PI1640	038598	00	01/15/2020	029-2034-466.30-48	BLANKET PURCHASE ORDER		28.11	
							VENDOR TOTAL *		168.11	
0003907	00	FREMONT HEALTH CLINIC								
IM602182/090519		PI1637	038587	00	01/15/2020	001-1206-422.20-35	BLANKET PURCHASE ORDER		165.00	
IM601407/112119		PI1636	038587	00	01/15/2020	001-1209-421.20-35	BLANKET PURCHASE ORDER		274.00	
IM603120/103119		PI1638	038587	00	01/15/2020	001-1209-421.20-35	BLANKET PURCHASE ORDER		251.00	
							VENDOR TOTAL *		690.00	
0001125	00	FREMONT PUBLIC SCHOOLS								
DEC 19 TOBACCO		000151		00	01/15/2020	001-0000-208.02-00	DEC 19 TOBACCO		435.00	
DEC 19 LIQUOR		000152		00	01/15/2020	001-0000-208.01-00	DEC 19 LIQUOR		125.00	
							VENDOR TOTAL *		560.00	
0001131	00	FREMONT TRIBUNE								

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INVOICE NO		VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	
0001131	00	FREMONT TRIBUNE								
889421		PI1598	038577	00	01/15/2020	001-1002-415.20-33	BLANKET PURCHASE ORDER		61.86	
889385		PI1531	038577	00	01/15/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER		21.28	
889407		PI1532	038577	00	01/15/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER		17.02	
889411		PI1533	038577	00	01/15/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER		17.02	
889412		PI1534	038577	00	01/15/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER		15.70	
890623		PI1635	038577	00	01/15/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER		22.26	
891151		PI1713	038577	00	01/15/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER		94.46	
891328		PI1714	038577	00	01/15/2020	001-1003-415.20-33	BLANKET PURCHASE ORDER		5.01	
891328		PI1715	038577	00	01/15/2020	001-1015-415.20-33	BLANKET PURCHASE ORDER		2.51	
00002700/2020		PI1667	039094	00	01/15/2020	001-1209-421.20-93	GENERAL		272.99	
885008		PI1712	038577	00	01/15/2020	001-2024-416.20-33	BLANKET PURCHASE ORDER		31.10	
891328		PI1716	038577	00	01/15/2020	001-2024-416.20-33	BLANKET PURCHASE ORDER		2.51	
891328		PI1717	038577	00	01/15/2020	001-2027-452.20-33	BLANKET PURCHASE ORDER		2.51	
883264-1		PI1634	038577	00	01/15/2020	001-2029-451.20-33	BLANKET PURCHASE ORDER		108.05	
891328		PI1718	038577	00	01/15/2020	001-2031-455.20-33	BLANKET PURCHASE ORDER		5.02	
891328		PI1719	038577	00	01/15/2020	029-2034-466.20-33	BLANKET PURCHASE ORDER		2.51	
891328		PI1720	038577	00	01/15/2020	042-0772-490.20-33	BLANKET PURCHASE ORDER		2.51	
							VENDOR TOTAL *		684.32	
0002924	00	FREMONT WASTE TRANSFER								
DEC 19		000153		00	01/15/2020	001-2027-452.20-99	DEC 19		155.82	
DEC 19		000154		00	01/15/2020	012-2025-431.20-99	DEC 19		55.85	
							VENDOR TOTAL *		211.67	
0003829	00	FRICKENSTEIN PUMPING & PORTABLE LLC								
11197		PI1602	038693	00	01/15/2020	001-2026-451.20-70	GENERAL		472.93	
11197		PI1603	038693	00	01/15/2020	001-2027-452.20-70	GENERAL		867.07	
							VENDOR TOTAL *		1,340.00	
0006263	00	GALE/CENGAGE LEARNING INC								
69047320		PI1734	038651	00	01/15/2020	001-2031-455.30-51	GENERAL		104.23	
69070806		PI1735	038651	00	01/15/2020	001-2031-455.30-51	GENERAL		89.21	
69071621		PI1736	038651	00	01/15/2020	001-2031-455.30-51	GENERAL		60.72	
69072371		PI1737	038651	00	01/15/2020	001-2031-455.30-51	GENERAL		47.23	
69072771		PI1738	038651	00	01/15/2020	001-2031-455.30-51	GENERAL		59.22	
69072960		PI1739	038651	00	01/15/2020	001-2031-455.30-51	GENERAL		47.23	
69077079		PI1740	038651	00	01/15/2020	001-2031-455.30-51	GENERAL		36.74	
							VENDOR TOTAL *		444.58	
0006939	00	GRANITE & MARBLE INTERIORS								
121719 PEACOCK		PI1779	039125	00	01/15/2020	001-2042-440.20-60	GENERAL		150.00	
							VENDOR TOTAL *		150.00	
0006957	00	HAWKINS ROOFING CO								
0000386		PI1668	039104	00	01/15/2020	001-2031-455.20-60	GENERAL		750.00	
							VENDOR TOTAL *		750.00	
0006792	00	HURST LAWN SERVICE								

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0006792 18472	00	HURST LAWN SERVICE	PI1657 038904	00	01/15/2020	001-2031-455.20-99	GENERAL	542.00	
							VENDOR TOTAL *	542.00	
0001920 0080971-IN	00	HUSKER CHEM SALES	PI1542 038736	00	01/15/2020	012-2025-431.30-32	FIELD PURCHASE ORDER	3,744.00	
							VENDOR TOTAL *	3,744.00	
0001167 4811906262 4812435569 4812696717 4812696717 4813115610 4812714289	00	HY-VEE	PI1515 038554 PI1516 038554 PI1586 038554 PI1587 038554 PI1696 038554 PI1626 038554	00	01/15/2020	001-1013-432.30-79 001-1206-422.30-56 001-2029-451.30-41 001-2029-451.30-79 001-2029-451.30-41 001-2031-455.30-41	BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER BLANKET PURCHASE ORDER	5.38 119.22 63.88 18.00 97.88 9.16	
							VENDOR TOTAL *	313.52	
0006657 1242065	00	IMA INC - EXCESS W/C	PI1575 039054	00	01/15/2020	061-0661-441.10-26	BLANKET PURCHASE ORDER	164,318.00	Excess workers compensation annual premium
							VENDOR TOTAL *	164,318.00	
0003432 83526483	00	INFOGROUP CITY DIRECTORIES	PI1656 038876	00	01/15/2020	001-2031-455.30-51	GENERAL	390.00	
							VENDOR TOTAL *	390.00	
0001687 IN-511979	00	INLAND TRUCK PARTS CO	PI1762 039043	00	01/15/2020	012-2025-431.30-63	FIELD PURCHASE ORDER	30.21	
							VENDOR TOTAL *	30.21	
0003296 27062 27062	00	INTOUCH COMMUNICATIONS INC	PI1662 039062 PI1663 039062	00	01/15/2020	001-2031-455.20-60 001-2031-455.30-49	GENERAL GENERAL	85.00 65.79	
							VENDOR TOTAL *	150.79	
0001426 114237	00	JEO CONSULTING GROUP INC	PI1606 038741	00	01/15/2020	001-1015-415.20-31	BLANKET PURCHASE ORDER	3,448.03	
							VENDOR TOTAL *	3,448.03	
0004708 029990 030000	00	KENCO LEASING COMPANY	PI1535 038643 PI1536 038643	00	01/15/2020	001-1209-421.20-70 001-1209-421.20-70	GENERAL GENERAL	300.00 300.00	
							VENDOR TOTAL *	600.00	
0001195 19120397	00	KFMT RADIO	PI1722 038586	00	01/15/2020	001-2029-451.20-33	BLANKET PURCHASE ORDER	120.63	
							VENDOR TOTAL *	120.63	
0001196 19120398	00	KHUB RADIO	PI1721 038584	00	01/15/2020	001-2029-451.20-33	BLANKET PURCHASE ORDER	230.00	

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VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK		HAND-ISSUED
NO		NO NO		DATE	NO	DESCRIPTION		AMOUNT		AMOUNT
0001196	00	KHUB RADIO								
						VENDOR TOTAL *		230.00		
0004542	00	KIMBALL MIDWEST								
7629506		PI1576	039056 00	01/15/2020	001-1209-421.30-63	FIELD PURCHASE ORDER		85.99		
7629506		PI1577	039056 00	01/15/2020	012-2025-431.30-33	FIELD PURCHASE ORDER		31.87		
7629506		PI1578	039056 00	01/15/2020	012-2025-431.30-63	FIELD PURCHASE ORDER		58.17		
						VENDOR TOTAL *		176.03		
0002974	00	KIRKHAM MICHAEL & ASSOCIATES INC								
90384		PI1616	039025 00	01/15/2020	012-2032-431.45-34	GENERAL		1,687.61		
						VENDOR TOTAL *		1,687.61		
0002898	00	LARSEN INTERNATIONAL								
T91100		PI1589	038557 00	01/15/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER		60.19		
T91126		PI1697	038557 00	01/15/2020	012-2025-431.30-63	BLANKET PURCHASE ORDER		159.25		
						VENDOR TOTAL *		219.44		
0004664	00	LORMAN EDUCATION SERVICES								
3568225-1		PI1619	039077 00	01/15/2020	001-1305-430.20-13	GENERAL		349.50		
						VENDOR TOTAL *		349.50		
0002945	00	LYMAN-RICHEY								
116227		PI1544	038748 00	01/15/2020	012-2025-431.30-73	FIELD PURCHASE ORDER		977.76		
116373		PI1545	038748 00	01/15/2020	012-2025-431.30-73	FIELD PURCHASE ORDER		849.92		
117169		PI1546	038748 00	01/15/2020	012-2025-431.30-73	FIELD PURCHASE ORDER		2,913.60		
117270		PI1547	038748 00	01/15/2020	012-2025-431.30-73	FIELD PURCHASE ORDER		3,872.16		
117785		PI1607	038748 00	01/15/2020	012-2025-431.30-73	FIELD PURCHASE ORDER		742.56		
						VENDOR TOTAL *		9,356.00		
0006910	00	MAGNUM BUILDERS CORP								
490		PI1651	038786 00	01/15/2020	001-2027-452.20-60	GENERAL		11,208.00		
490		PI1652	038786 00	01/15/2020	001-2027-452.30-49	GENERAL		7,472.00		
						VENDOR TOTAL *		18,680.00		
0006212	00	MATHESON TRI-GAS INC								
20918809		PI1517	038558 00	01/15/2020	001-1206-422.30-32	BLANKET PURCHASE ORDER		44.41		
20929101		PI1590	038558 00	01/15/2020	001-1206-422.30-32	BLANKET PURCHASE ORDER		92.98		
						VENDOR TOTAL *		137.39		
0006883	00	MCKESSON MEDICAL-SURGICAL GOVERNMENT								
72438165		PI1617	039055 00	01/15/2020	001-1206-422.30-33	GENERAL		623.67		
72427034		PI1659	039055 00	01/15/2020	001-1206-422.30-33	GENERAL		89.87		
72582446		PI1763	039055 00	01/15/2020	001-1206-422.30-33	GENERAL		89.00		
						VENDOR TOTAL *		802.54		
0001229	00	MENARDS - FREMONT								
85496		PI1518	038560 00	01/15/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER		52.93		
85597		PI1519	038560 00	01/15/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER		86.56		

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INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED
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0001229	00	MENARDS - FREMONT								
85862		PI1630	038560	00	01/15/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER		36.99	
85885		PI1632	038560	00	01/15/2020	001-1206-422.30-56	BLANKET PURCHASE ORDER		24.96	
85614		PI1591	038560	00	01/15/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER		17.40	
85720		PI1592	038560	00	01/15/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER		117.00	
85444		PI1627	038560	00	01/15/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER		18.21	
85773		PI1628	038560	00	01/15/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER		73.94	
85773		PI1629	038560	00	01/15/2020	001-2027-452.30-49	BLANKET PURCHASE ORDER		86.12	
							VENDOR TOTAL *		514.11	
0003474	00	METROPOLITAN COMMUNITY COLLEGE								
V0001230		PI1538	038684	00	01/15/2020	001-1206-422.20-13	GENERAL		4,212.00	
							VENDOR TOTAL *		4,212.00	
0002074	00	MIDWEST SERVICE & SALES CO								
0027531		PI1548	038832	00	01/15/2020	012-2025-431.30-56	FIELD PURCHASE ORDER		1,302.00	
0027531		PI1549	038832	00	01/15/2020	012-2025-431.30-63	FIELD PURCHASE ORDER		4,977.68	
							VENDOR TOTAL *		6,279.68	
0004095	00	MIDWEST TAPE								
98331882		PI1675	038654	00	01/15/2020	001-2031-455.30-51	GENERAL		39.97	
98331883		PI1676	038654	00	01/15/2020	001-2031-455.30-51	GENERAL		53.96	
98331885		PI1677	038654	00	01/15/2020	001-2031-455.30-51	GENERAL		66.95	
98354984		PI1678	038654	00	01/15/2020	001-2031-455.30-51	GENERAL		146.64	
98354986		PI1679	038654	00	01/15/2020	001-2031-455.30-51	GENERAL		90.18	
98323491		PI1741	038654	00	01/15/2020	001-2031-455.30-51	GENERAL		50.73	
98323492		PI1742	038654	00	01/15/2020	001-2031-455.30-51	GENERAL		24.99	
98364230		PI1743	038654	00	01/15/2020	001-2031-455.30-51	GENERAL		278.93	
98364231		PI1744	038654	00	01/15/2020	001-2031-455.30-51	GENERAL		13.99	
98364232		PI1745	038654	00	01/15/2020	001-2031-455.30-51	GENERAL		24.99	
98364233		PI1746	038654	00	01/15/2020	001-2031-455.30-51	GENERAL		25.98	
98364235		PI1747	038654	00	01/15/2020	001-2031-455.30-51	GENERAL		50.99	
98382578		PI1748	038654	00	01/15/2020	001-2031-455.30-51	GENERAL		171.82	
							VENDOR TOTAL *		1,040.12	
0000841	00	MOCIC								
63014-2530		PI1688	039091	00	01/15/2020	001-1209-421.20-93	GENERAL		200.00	
							VENDOR TOTAL *		200.00	
0005038	00	MUNICIPAL EMERGENCY SERVICE-FREMONT								
IN1409322		PI1574	039042	00	01/15/2020	001-1206-422.20-60	GENERAL		185.20	
							VENDOR TOTAL *		185.20	
0003404	00	NATL REGISTRY OF EMT'S								
010320		PI1690	039100	00	01/15/2020	001-1206-422.20-13	GENERAL		290.00	
							VENDOR TOTAL *		290.00	
0003724	00	NEBRASKA DEPT OF LABOR								
115527		PI1774	039102	00	01/15/2020	001-2031-455.20-99	GENERAL		60.00	

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INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0003724	00	NEBRASKA DEPT OF LABOR							
							VENDOR TOTAL *	60.00	
0003977	00	NEBRASKA DEPT OF REVENUE							
1 770191	2019	PI1789	038583	00	01/15/2020	001-1305-430.20-99	BLANKET PURCHASE ORDER	15.64	
1 770191	2019	PI1790	038583	00	01/15/2020	012-2025-431.20-99	BLANKET PURCHASE ORDER	125.44	
							VENDOR TOTAL *	141.08	
0003977	00	NEBRASKA DEPT OF REVENUE,CK GRP-1							
1 1419447	2019	PI1788	038583	00	01/15/2020	001-2028-451.20-99	BLANKET PURCHASE ORDER	1,188.99	
							VENDOR TOTAL *	1,188.99	
0003977	00	NEBRASKA DEPT OF REVENUE,CK GRP-2							
1 8124825	2019	PI1791	038583	00	01/15/2020	001-2031-455.20-99	BLANKET PURCHASE ORDER	370.46	
							VENDOR TOTAL *	370.46	
0003977	00	NEBRASKA DEPT OF REVENUE,CK GRP-3							
1 3392961	1219	PI1673	038583	00	01/15/2020	001-2029-451.20-99	BLANKET PURCHASE ORDER	129.48	
							VENDOR TOTAL *	129.48	
0001941	00	NEBRASKA NOTARY ASSOCIATION INC							
2020 MCARDLE S		PI1776	039117	00	01/15/2020	001-1209-421.30-31	GENERAL	154.00	
							VENDOR TOTAL *	154.00	
0001993	00	NEBRASKA RECREATION & PARK ASSN							
2020 KOSKI K		PI1780	039126	00	01/15/2020	001-2027-452.20-93	GENERAL	30.00	
2020 SCHWANKE		NPI1782	039126	00	01/15/2020	001-2027-452.20-93	GENERAL	30.00	
2020 KOSKI K		PI1781	039126	00	01/15/2020	001-2029-451.20-93	GENERAL	30.00	
2020 SCHWANKE		NPI1783	039126	00	01/15/2020	001-2029-451.20-93	GENERAL	30.00	
							VENDOR TOTAL *	120.00	
0002114	00	NEBRASKA SALT & GRAIN CO							
55044		PI1555	038958	00	01/15/2020	012-2025-431.30-32	FIELD PURCHASE ORDER	4,378.76	
							VENDOR TOTAL *	4,378.76	
0001254	00	NEBRASKA SPORTS INDUSTRIES INC							
FTG007407		PI1550	038860	00	01/15/2020	001-1209-421.30-52	GENERAL	35.88	
							VENDOR TOTAL *	35.88	
0001473	00	NMC EXCHANGE LLC							
INV358247		PI1605	038723	00	01/15/2020	012-2025-431.30-56	FIELD PURCHASE ORDER	497.75	
							VENDOR TOTAL *	497.75	
0006329	00	NNSWC LANDFILL							
DEC 19		000156		00	01/15/2020	001-1013-432.20-21	DEC 19	56,355.69	Tiping fees at coalition site
							VENDOR TOTAL *	56,355.69	
0005226	00	O'KEEFE ELEVATOR CO INC							
00501965		PI1680	038655	00	01/15/2020	001-2031-455.20-65	GENERAL	247.72	

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INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0005226	00	O'KEEFE ELEVATOR CO INC							
							VENDOR TOTAL *	247.72	
0002888	00	OFFICENET							
931280-0		PI1563	038995	00	01/15/2020	001-1004-424.30-31	GENERAL	182.60	
931280-0		PI1564	038995	00	01/15/2020	001-1305-430.30-31	GENERAL	102.08	
931490-0		PI1570	039018	00	01/15/2020	001-1305-430.30-31	GENERAL	342.72	
931280-0		PI1565	038995	00	01/15/2020	001-2024-416.30-31	GENERAL	22.72	
931435-0		PI1568	039016	00	01/15/2020	001-2029-451.30-31	GENERAL	58.07	
932080-0		PI1686	039064	00	01/15/2020	001-2031-455.30-31	GENERAL	471.55	
931437-0		PI1569	039017	00	01/15/2020	012-2025-431.30-31	FIELD PURCHASE ORDER	245.95	
							VENDOR TOTAL *	1,425.69	
0001625	00	OTIS ELEVATOR COMPANY							
CK65208120		PI1671	038534	00	01/15/2020	001-1209-421.20-65	GENERAL	163.07	
							VENDOR TOTAL *	163.07	
0005755	00	OVERDRIVE INC							
01419CO19246610		PI1681	038656	00	01/15/2020	001-2031-455.30-51	GENERAL	2,785.29	
							VENDOR TOTAL *	2,785.29	
0006450	00	PAUL BARTELS TRUCKING CO INC							
10646		PI1543	038747	00	01/15/2020	012-2025-431.30-32	FIELD PURCHASE ORDER	3,344.38	
10656		PI1650	038747	00	01/15/2020	012-2025-431.30-32	FIELD PURCHASE ORDER	6,618.03	
							VENDOR TOTAL *	9,962.41	
0006314	00	PEST PRO'S INC							
TRA STA 121919		PI1537	038678	00	01/15/2020	001-1013-432.20-99	FIELD PURCHASE ORDER	25.00	
SR CTR 122319		PI1504	038527	00	01/15/2020	001-2026-451.20-99	GENERAL	80.00	
							VENDOR TOTAL *	105.00	
0006436	00	PINNACLE BANK - VISA							
1275455/2020		PI1764	039065	00	01/15/2020	001-2031-455.20-93	GENERAL	275.00	
							VENDOR TOTAL *	275.00	
0002919	00	PLATTE VALLEY EQUIPMENT LLC							
2193520		PI1594	038563	00	01/15/2020	001-2042-440.30-56	BLANKET PURCHASE ORDER	141.66	
							VENDOR TOTAL *	141.66	
0006773	00	PORT-A-JOHNS							
19-3356		PI1601	038671	00	01/15/2020	001-1013-432.20-99	FIELD PURCHASE ORDER	65.00	
							VENDOR TOTAL *	65.00	
0006199	00	PREMIER STAFFING INC							
14273		PI1600	038616	00	01/15/2020	001-2024-416.20-99	BLANKET PURCHASE ORDER	699.30	
14305		PI1723	038616	00	01/15/2020	001-2024-416.20-99	BLANKET PURCHASE ORDER	929.63	
14337		PI1724	038616	00	01/15/2020	001-2024-416.20-99	BLANKET PURCHASE ORDER	532.80	
							VENDOR TOTAL *	2,161.73	

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INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0005818	00	PRIME COMMUNICATIONS INC							
57210		PI1756 038907	00	01/15/2020	001-2031-455.20-60	GENERAL		692.50	
57210		PI1757 038907	00	01/15/2020	001-2031-455.30-49	GENERAL		45.00	
57742		PI1758 038907	00	01/15/2020	001-2031-455.20-60	GENERAL		1,019.12	
57742		PI1759 038907	00	01/15/2020	001-2031-455.30-49	GENERAL		1,063.05	
							VENDOR TOTAL *	2,819.67	
0002876	00	RAWHIDE CHEMOIL INC							
774367		PI1618 039072	00	01/15/2020	012-2025-431.30-44	FIELD PURCHASE ORDER		1,736.25	
							VENDOR TOTAL *	1,736.25	
0006579	00	RISE BROADBAND							
0135917	0120	PI1604 038704	00	01/15/2020	029-2034-466.20-99	BLANKET PURCHASE ORDER		87.79	
							VENDOR TOTAL *	87.79	
0006713	00	SANDRY FIRE SUPPLY LLC							
INV-008610		PI1539 038687	00	01/15/2020	001-1206-422.30-52	GENERAL		10,322.00	
INV-008585		PI1553 038946	00	01/15/2020	001-1206-422.30-56	GENERAL		577.30	
INV-008750		PI1559 038982	00	01/15/2020	001-1206-422.30-56	GENERAL		418.42	
INV-008754		PI1689 039098	00	01/15/2020	001-1206-422.20-60	GENERAL		56.05	
							VENDOR TOTAL *	11,373.77	
0006767	00	SAPP BROS INC							
2461		PI1687 039081	00	01/15/2020	012-2025-431.30-44	FIELD PURCHASE ORDER		375.00	
							VENDOR TOTAL *	375.00	
0001304	00	SAWYER CONSTRUCTION CO							
1888		PI1608 038760	00	01/15/2020	029-2034-466.20-95	FIELD PURCHASE ORDER		1,260.00	
							VENDOR TOTAL *	1,260.00	
0001305	00	SAWYER GAS N WASH INC							
122619-14		PI1595 038564	00	01/15/2020	001-1004-424.20-99	BLANKET PURCHASE ORDER		40.85	
122619-30		PI1672 038564	00	01/15/2020	001-1209-421.20-99	BLANKET PURCHASE ORDER		230.63	
122619-14		PI1596 038564	00	01/15/2020	001-1305-430.20-99	BLANKET PURCHASE ORDER		10.95	
							VENDOR TOTAL *	282.43	
0003037	00	SCHEMMER ASSOCIATES INC							
07509001-10		PI1669 037781	00	01/15/2020	001-2026-451.40-13	GENERAL		2,398.50	
							VENDOR TOTAL *	2,398.50	
0000211	00	SIRCHIE FINGER PRINT LABORATORIES							
0427638-IN		PI1551 038909	00	01/15/2020	001-1209-421.20-11	GENERAL		34.75	
0427638-IN		PI1552 038909	00	01/15/2020	001-1209-421.30-32	GENERAL		465.50	
							VENDOR TOTAL *	500.25	
0003375	00	STATE OF NEBRASKA - CELLULAR							
1198603		PI1610 038837	00	01/15/2020	001-1015-415.20-12	BLANKET PURCHASE ORDER		1,490.07	
1198599		PI1674 038634	00	01/15/2020	001-1209-421.20-99	GENERAL		108.50	
							VENDOR TOTAL *	1,598.57	

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INVOICE		VOUCHER P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK		HAND-ISSUED
NO		NO NO		DATE	NO	DESCRIPTION		AMOUNT		AMOUNT
0001137	00	STEFFY CHRYSLER CENTER INC,			GENE					
6129939/2		PI1702 038567 00	00	01/15/2020	001-1206-422.20-60	BLANKET PURCHASE ORDER		35.91		
6129939/2		PI1703 038567 00	00	01/15/2020	001-1206-422.30-63	BLANKET PURCHASE ORDER		49.38		
						VENDOR TOTAL *		85.29		
0006223	00	T SQUARE SUPPLY LLC								
26034		PI1571 039027 00	00	01/15/2020	001-2027-452.30-33	GENERAL		2,807.97		
						VENDOR TOTAL *		2,807.97		
0006933	00	TELEFLEX LLC								
9502031664		PI1567 039015 00	00	01/15/2020	001-1206-422.30-33	GENERAL		612.50		
						VENDOR TOTAL *		612.50		
0006654	00	THE LIBRARY STORE INC								
434066		PI1765 039066 00	00	01/15/2020	001-2031-455.30-79	GENERAL		971.86		
						VENDOR TOTAL *		971.86		
0003598	00	TIME WARNER CABLE								
0113917	0120	PI1691 038516 00	00	01/15/2020	001-2029-451.20-12	GENERAL		120.39		
						VENDOR TOTAL *		120.39		
0006063	00	TITAN MACHINERY INC (VICTORS)								
13403766		PI1613 038983 00	00	01/15/2020	001-2027-452.30-56	GENERAL		1,313.94		
						VENDOR TOTAL *		1,313.94		
0005874	00	ULINE								
115128941		PI1557 038977 00	00	01/15/2020	001-2026-451.20-99	GENERAL		22.87		
115128941		PI1558 038977 00	00	01/15/2020	001-2026-451.30-48	GENERAL		405.00		
						VENDOR TOTAL *		427.87		
9999999	00	ULRICH, MARK								
010320	ULRICH	000150	00	01/15/2020	012-2025-431.30-79	MARK ULRICH/MAILBOX DMAGE		42.44		
						VENDOR TOTAL *		42.44		
0004571	00	UNMC CNTR FOR CONTINUING EDUCATION								
12192019		PI1611 038960 00	00	01/15/2020	001-1209-421.30-35	GENERAL		80.00		
						VENDOR TOTAL *		80.00		
0006096	00	VERIZON WIRELESS								
9844790623		PI1682 038659 00	00	01/15/2020	001-2031-455.20-65	GENERAL		200.05		
						VENDOR TOTAL *		200.05		
0003337	00	WASTE CONNECTIONS INC								
5479770		000155	00	01/15/2020	001-1013-432.20-21	DEC 19		64,107.83		Transporting to coalition site
5479829		PI1727 038628 00	00	01/15/2020	001-1206-422.20-99	BLANKET PURCHASE ORDER		157.70		
5479829		PI1728 038628 00	00	01/15/2020	001-1209-421.20-99	BLANKET PURCHASE ORDER		204.19		
5479883		PI1751 038694 00	00	01/15/2020	001-2026-451.20-99	GENERAL		223.00		
5479883		PI1752 038694 00	00	01/15/2020	001-2027-452.20-99	GENERAL		58.00		
5479883		PI1753 038694 00	00	01/15/2020	001-2030-451.20-99	GENERAL		59.04		

PROGRAM: GM339L

AS OF: 01/15/2020

PAYMENT DATE: 01/15/2020

City of Fremont

General Fund

BANK: 00

VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT
0003337	00	WASTE CONNECTIONS INC								
5479742		PI1749	038675	00	01/15/2020	001-2031-455.20-99	BLANKET PURCHASE ORDER		92.00	
5479742		PI1750	038675	00	01/15/2020	001-2031-455.20-99	GENERAL		25.00	
5479883		PI1754	038694	00	01/15/2020	001-2042-440.20-99	GENERAL		58.00	
5479829		PI1729	038628	00	01/15/2020	012-2025-431.20-99	BLANKET PURCHASE ORDER		165.95	
							VENDOR TOTAL *		65,150.71	
9999999	00	WEHNER, DENISE								
173564	WEHNER	000148		00	01/15/2020	001-0000-202.04-00	DENISE WEHNER/CF MTG ROOM		100.00	
							VENDOR TOTAL *		100.00	
0005116	00	WIESE PLUMBING & EXCAVATING INC								
11476		PI1685	039026	00	01/15/2020	012-2025-431.30-79	FIELD PURCHASE ORDER		564.41	
							VENDOR TOTAL *		564.41	
0005670	00	YOST SCHAFERSMAN LAMME HILLIS								
70733		PI6305		00	09/11/2019	001-1016-412.20-34	BLANKET PURCHASE ORDER	CHECK #:	90918	198.75-
70733/71985		PI6305		00	01/15/2020	001-1016-412.20-34	BLANKET PURCHASE ORDER		198.75	
							VENDOR TOTAL *		198.75	198.75-
0002387	00	ZOLL MEDICAL CORPORATION								
2983370		PI1566	039005	00	01/15/2020	001-1206-422.30-33	GENERAL		420.75	
2988024		PI1684	038947	00	01/15/2020	001-1206-422.40-18	GENERAL		32,629.79	X-SERIES HEART MONITOR/DEFIBRILLATOR CCR 2019-246
							VENDOR TOTAL *		33,050.54	
		00	General Fund				BANK TOTAL *		683,815.09	198.75-

PROGRAM: GM339L

AS OF: 01/15/2020

PAYMENT DATE: 01/15/2020

City of Fremont

Special Revenue

BANK: 02

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.			DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO							AMOUNT
0001072	00	DODGE COUNTY TREASURER							
270010584	2019	PI1771	039088	02	01/15/2020	011-2055-422.20-99	BLANKET PURCHASE ORDER	2,115.88	
270139609	2019	PI1769	039087	02	01/15/2020	011-2059-465.20-99	BLANKET PURCHASE ORDER	1,320.20	
270139610	2019	PI1770	039087	02	01/15/2020	011-2059-465.20-99	BLANKET PURCHASE ORDER	6,956.70	
VENDOR TOTAL *								10,392.78	
02 Special Revenue				BANK TOTAL *				10,392.78	

PROGRAM: GM339L

AS OF: 01/15/2020

PAYMENT DATE: 01/15/2020

City of Fremont

E911

BANK: 09

VEND NO	SEQ#	VENDOR NAME									EFT, EPAY OR HAND-ISSUED AMOUNT
INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT			
0002675	00	CENTURYLINK (QWEST)									
4026440105	1219PI1621	038212	09	01/15/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER		528.28			
4026440105	1219PI1622	038212	09	01/15/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER		528.28			
4027210396	1219PI1649	038729	09	01/15/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER		96.48			
4027219522	0120PI1784	038213	09	01/15/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER		15.52			
4027219522	0120PI1785	038213	09	01/15/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER		75.76			
4027218752	0120PI1794	038602	09	01/15/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER		120.65			
						VENDOR TOTAL *		1,364.97			
0003087	00	EAKES OFFICE SOLUTIONS									
7934507-0	PI1773	039092	09	01/15/2020	033-0789-421.30-31	GENERAL		97.77			
						VENDOR TOTAL *		97.77			
0004678	00	LANGUAGE LINE SERVICES									
4729759	PI1786	038508	09	01/15/2020	033-0789-421.20-99	BLANKET PURCHASE ORDER		261.02			
						VENDOR TOTAL *		261.02			
0001229	00	MENARDS - FREMONT									
85869	PI1631	038560	09	01/15/2020	033-0789-421.30-31	BLANKET PURCHASE ORDER		149.99			
						VENDOR TOTAL *		149.99			
0003375	00	STATE OF NEBRASKA - CELLULAR									
1198642	PI1683	038730	09	01/15/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER		768.00			
1190237	PI1795	038730	09	01/15/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER		768.00			
						VENDOR TOTAL *		1,536.00			
0004571	00	UNMC CNTR FOR CONTINUING EDUCATION									
12192019	PI1612	038960	09	01/15/2020	033-0789-421.30-35	GENERAL		20.00			
						VENDOR TOTAL *		20.00			
0004196	00	WESTEL SYSTEMS									
10173515	PI1787	038509	09	01/15/2020	033-0789-421.20-12	BLANKET PURCHASE ORDER		147.64			
						VENDOR TOTAL *		147.64			
			09	E911		BANK TOTAL *		3,577.39			
						HAND ISSUED TOTAL ***					198.75-
						TOTAL EXPENDITURES ****		697,785.26			198.75-
					GRAND TOTAL	*****					697,586.51

EAL DESCRIPTION: EAL: 12302019 ANDERSEND

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 12/30/2019
All banks A

REPORT SEQUENCE OPTIONS:

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

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2019
Disbursement year/per 2020/03
Payment date 12/30/2019

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003109	00	UPS						
5E9752529			00	12/30/2019	051-5001-940.60-79	12/28/19 Serv Chrg Share	14.50	
5E9752529			00	12/30/2019	051-5001-940.60-79	12/28/19 Serv Chrg Share	14.50	
5E9752529			00	12/30/2019	053-6105-502.50-23	Water Samples	44.62	
						VENDOR TOTAL *	73.62	
						TOTAL EXPENDITURES ****	73.62	
					GRAND TOTAL	*****		73.62

DEPARTMENT OF UTILITIES
ELECTRONIC WITHDRAWAL LIST

FOR UTILITIES AND INFRASTRUCTURE BOARD MEETING: 1/14/20

AJ	WITHDRAWAL				WITHDRAWAL
GROUP NO	VENDOR NAME	DATE	ACCOUNT NO	ITEM DESCRIPTION	AMOUNT
5719	TSYS MERCHANT SOLUTIONS	01/06/20	051-5001-903-60-77	CREDIT CARD FEES	1,367.88
5719	TSYS MERCHANT SOLUTIONS	01/06/20	051-5001-903-60-77	CREDIT CARD FEES	10,418.14
				TOTAL EXPENDITURES	11,786.02

EAL DESCRIPTION: EAL: 01062020 ANDERSEND

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 01/06/2020
All banks A

REPORT SEQUENCE OPTIONS:

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

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/04
Payment date 01/06/2020

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003109	00	UPS						
5E9752010			00	01/06/2020	051-5001-940.60-79	01/04/20 Serv Chrg Share	7.75	
5E9752010			00	01/06/2020	051-5001-940.60-79	01/04/20 Serv Chrg Share	7.75	
5E9752010			00	01/06/2020	051-5205-580.60-79	Skarshaug Testing Lab	125.60	
5E9752010			00	01/06/2020	055-7105-502.60-79	Radwell Intl	14.05	
						VENDOR TOTAL *	155.15	
						TOTAL EXPENDITURES ****	155.15	
					GRAND TOTAL	*****		155.15

EAL DESCRIPTION: EAL: 01092020 ANDERSEND

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 01/09/2020
All banks A

REPORT SEQUENCE OPTIONS:

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

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/04
Payment date 01/09/2020

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584 20200109	00	CEI PR0109	00	01/09/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	122,030.76
						VENDOR TOTAL *	.00	122,030.76
0002999 20200109	00	LAUGHLIN TRUSTEE, KATHLEEN A PR0109	00	01/09/2020	051-0000-241.00-00	PAYROLL SUMMARY	35.00	
						VENDOR TOTAL *	35.00	
0004653 20200109	00	NEBRASKA DEPT OF REVENUE-GARNISHMNT PR0109	00	01/09/2020	051-0000-241.00-00	PAYROLL SUMMARY	40.00	
						VENDOR TOTAL *	40.00	
0004192 20200109	00	PAYROLL EFT DEDUCTIONS PR0109	00	01/09/2020	051-0000-241.00-00	PAYROLL SUMMARY	198,071.48	
						VENDOR TOTAL *	198,071.48	
						EFT/EPAY TOTAL ***		122,030.76
						TOTAL EXPENDITURES ****	198,146.48	122,030.76
					GRAND TOTAL *****			320,177.24

Prepared 1/08/20, 17:02:25
Pay Date 1/09/20
Primary FIRST NATIONAL BANK

CITY OF FREMONT
Direct Deposit Register

Account Number Employee Name Social Security Deposit Amount

Final Total 310,867.54 Count 178



Nebraska and Local Sales and Use Tax Return

FORM
10

Tax Cat. | Nebr. I.D. Number | Rpt. Code | Tax Period
1 | 55808 | 1 | 12/2019

Reference No.: 01B005674106
Date Filed: Tue, Jan 07, 2020 09:19:16 AM
Scheduled Payment Amount: 270,426.43
Scheduled Payment Date: Wed, Jan 15, 2020

27753

Due Date: 01/21/2020

NAME AND LOCATION

DEPARTMENT OF UTILITIES
400 E MILITARY AVE
FREMONT, NE 68025-5141

NAME AND MAILING ADDRESS

DEPARTMENT OF UTILITIES
400 E MILITARY AVE
FREMONT, NE 68025-5141

Check the box if your business has permanently closed, has been sold to someone else, or your permit is no longer needed.
New owners must apply for their own sales tax permit.

1	Gross sales and services in Nebraska	1	6,588,107.00
2	Net Nebraska taxable sales	2	3,857,795.00
3	Nebraska sales tax (line 2 multiplied by .055)	3	212,178.73
4	Nebraska use tax	4	9,047.79
5	Local use tax from Nebraska Schedule I	5	2,467.58
6	Local sales tax from Nebraska Schedule I	6	46,807.33
7	Total Nebraska and local sales tax (line 3 plus line 6).....	7	258,986.06
8	Sales tax collection fee (line 7 multiplied by .025; Maximum allowed \$75.00 per location).....	8	75.00
9	Sales tax due (line 7 minus line 8).....	9	258,911.06
10	Total Nebraska and local use tax (line 4 plus line 5).....	10	11,515.37
11	Total Nebraska and local sales and use tax due (line 9 plus line 10).....	11	270,426.43
12	Previous balance with applicable interest at 5.0% per year and payments received through	12	

13 BALANCE DUE (line 11 plus or minus line 12). Pay in full **13** 270,426.43

Under penalties of law, I declare that, as a taxpayer or preparer I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is correct and complete.

NE Sales & Use Tax for the month of December 2019

Sales Tax Payable	051-0000-236-0000	\$ 258,986.05
Use Tax	051-0000-236-0100	\$ 9,051.88
	053-0000-236-0100	\$ 2,165.17
	057-0000-236-0100	\$ 298.32
Collection Fee	051-5001-421-0000	\$ 74.99
Cash/Total Due	051-0000-131-0000	\$ 267,962.94
	053-0000-131-0000	\$ 2,165.17
	057-0000-131-0000	\$ 298.32

EAL DESCRIPTION: EAL: 01092020 ANDERSEND

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 01/15/2020
All banks A

REPORT SEQUENCE OPTIONS:

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

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/04
Payment date 01/15/2020

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004276	00	AIRGAS USA LLC						
9096180986		PI1554	00	01/15/2020	051-5105-502.50-35	PO NUM 049334	EFT:	146.08
9096403072		PI1625	00	01/15/2020	051-5105-502.50-35	PO NUM 049334	EFT:	239.04
9096403073		PI1648	00	01/15/2020	051-5105-502.50-35	PO NUM 052662	EFT:	155.33
9096403071		PI1684	00	01/15/2020	051-5105-502.50-35	PO NUM 052590	EFT:	121.25
9096403071		PI1685	00	01/15/2020	051-5105-502.50-35	PO NUM 052590	EFT:	523.00
						VENDOR TOTAL *	.00	1,184.70
0004585	00	AMERICAN BROADBAND INTERNET						
51262 0120		PI1644	00	01/15/2020	051-5001-922.50-53	PO NUM 052211	439.40	
						VENDOR TOTAL *	439.40	
0000169	00	AMERICAN PUBLIC POWER ASSOCIATION						
339846		PI1652	00	01/15/2020	051-5205-580.60-62	PO NUM 052747	EFT:	785.00
						VENDOR TOTAL *	.00	785.00
0004186	00	ANDERSON INDUSTRIAL ENGINES INC						
431071		PI1694	00	01/15/2020	055-7105-502.50-35	PO NUM 052781	1,172.00	
						VENDOR TOTAL *	1,172.00	
0002869	00	AQUA-CHEM INC						
00192636		PI1560	00	01/15/2020	053-6105-502.50-52	PO NUM 052239	2,180.00	
						VENDOR TOTAL *	2,180.00	
0000983	00	ARPS						
26950		PI1703	00	01/15/2020	055-7105-502.60-59	PO NUM 052826	150.00	
						VENDOR TOTAL *	150.00	
0002531	00	BABCOCK & WILCOX COMPANY						
BA60371253		PI1550	00	01/15/2020	051-0000-153.00-00	PO NUM 052715	EFT:	1,515.94
						VENDOR TOTAL *	.00	1,515.94
0003013	00	BARCO MUNICIPAL PRODUCTS INC						
IN-235644		PI1563	00	01/15/2020	051-5001-940.50-35	PO NUM 052644	1,712.00	
IN-235644		PI1564	00	01/15/2020	051-5001-940.60-79	PO NUM 052644	107.00	
						VENDOR TOTAL *	1,819.00	
0003660	00	BAUER BUILT INC						
880072550		PI1626	00	01/15/2020	053-6205-583.60-59	PO NUM 052067	80.00	
880072485		PI1762	00	01/15/2020	053-6205-583.50-48	PO NUM 052834	341.02	
880072485		PI1763	00	01/15/2020	053-6205-583.60-61	PO NUM 052834	36.00	
						VENDOR TOTAL *	457.02	
9999999	00	BENDIG, CANDICE M						
000051301		UT	00	01/15/2020	051-0000-143.00-00	MANUAL CHECK	60.14	
						VENDOR TOTAL *	60.14	
0004471	00	BERKS CAST PARTS INC						
4346		PI1772	00	01/15/2020	051-5105-502.50-35	PO NUM 052366	44,384.90	ASHCOLITE PIPE FOR UNDER WAREHOUSE
						VENDOR TOTAL *	44,384.90	DRIVEWAY AT POWER PLANT
0002977	00	BEST CARE EAP						

PROGRAM: GM339L

AS OF: 01/15/2020

PAYMENT DATE: 01/15/2020

DEPARTMENT OF UTILITIES

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002977	00	BEST CARE EAP						
110719	PHILLIPS	PI1769	00	01/15/2020	051-5205-580.60-62	PO NUM 052288	179.00	
110719/STEVE C	PI1768		00	01/15/2020	057-8205-870.60-62	PO NUM 052283	179.00	
VENDOR TOTAL *							358.00	
0004657	00	BGNE INC						
PI0073929	PI1758		00	01/15/2020	051-5001-940.50-35	PO NUM 052736	3,482.70	
PI0073929	PI1759		00	01/15/2020	051-5001-940.50-35	PO NUM 052740	1,439.65	
VENDOR TOTAL *							4,922.35	
0004021	00	BINMASTER						
PSI023433	PI1696		00	01/15/2020	051-5105-502.50-35	PO NUM 052808	696.62	
PSI023433	PI1697		00	01/15/2020	051-5105-502.60-79	PO NUM 052808	26.24	
VENDOR TOTAL *							722.86	
0003545	00	BOMGAARS SUPPLY INC						
16491032	PI1556		00	01/15/2020	051-5001-940.50-35	PO NUM 052068	192.47	
16494398	PI1671		00	01/15/2020	053-6205-583.50-48	PO NUM 052068	96.29	
VENDOR TOTAL *							288.76	
0002902	00	BORDER STATES / KRIZ-DAVIS						
919166604	PI1545		00	01/15/2020	051-0000-154.00-00	PO NUM 052047		EFT: 2,874.74
919191264	PI1620		00	01/15/2020	051-0000-154.00-00	PO NUM 052448		EFT: 57.65
919191265	PI1621		00	01/15/2020	051-0000-154.00-00	PO NUM 052626		EFT: 225.98
919217367	PI1708		00	01/15/2020	051-0000-154.00-00	PO NUM 052705		EFT: 629.89
919166606	PI1555		00	01/15/2020	051-5205-580.50-35	PO NUM 051934		EFT: 58.02
919166607	PI1561		00	01/15/2020	051-5205-580.50-35	PO NUM 052339		EFT: 252.43
919166605	PI1567		00	01/15/2020	051-5205-580.50-35	PO NUM 052767		EFT: 426.93
919217366	PI1736		00	01/15/2020	051-5205-580.50-35	PO NUM 051934		EFT: 850.76
919205680	PI1712		00	01/15/2020	053-6105-502.50-35	PO NUM 052078		EFT: 128.11
919212526	PI1713		00	01/15/2020	055-7105-502.50-35	PO NUM 052078		EFT: 84.41
VENDOR TOTAL *							.00	5,588.92
0002836	00	BURNS & MCDONNELL ENGINEERING CO						
118573-2	PI1597		00	01/15/2020	053-6105-502.60-57	PO NUM 051794	61,776.01	WELL FIELD HORIZONTAL WELL STUDY PHASE II
VENDOR TOTAL *							61,776.01	awarded by CCR 2019-161
0004518	00	CAPPEL AUTO SUPPLY INC						
2634-00-010414	PI1640		00	01/15/2020	051-5001-940.50-35	PO NUM 052100	233.41	
2634-00-010449	PI1641		00	01/15/2020	051-5001-940.50-35	PO NUM 052100	220.49	
2634-00-010502	PI1642		00	01/15/2020	051-5001-940.50-35	PO NUM 052100	147.50	
2634-00-010338	PI1639		00	01/15/2020	051-5205-580.50-48	PO NUM 052100	77.13	
2634-00-010615	PI1643		00	01/15/2020	053-6205-583.50-48	PO NUM 052100	38.46	
VENDOR TOTAL *							716.99	
0000584	00	CEI						
JAN 20 WC			00	01/15/2020	051-5001-919.20-29	Jan 2020 Workers Comp		EFT: 31,250.00
VENDOR TOTAL *							.00	31,250.00
0004615	00	CENTRAL PLAINS ENERGY PROJECT*WIRE*						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004615	00	CENTRAL PLAINS ENERGY PROJECT*WIRE*						
121912A197			00	01/15/2020	057-8205-807.50-02	Dec '19 CPEP3	246,915.00	Natural gas purchases under contract
121918A885			00	01/15/2020	057-8205-807.50-02	Dec '19 CPEP4	80,135.00	
						VENDOR TOTAL *	327,050.00	
0002951	00	CENTRAL STATES GROUP						
1385748-00	PI1549		00	01/15/2020	051-0000-153.00-00	PO NUM 052673	131.48	
						VENDOR TOTAL *	131.48	
0002675	00	CENTURYLINK						
4027216169	0120PI1748		00	01/15/2020	051-5001-922.50-53	PO NUM 052104	97.70	
4027216223	0120PI1749		00	01/15/2020	051-5001-922.50-53	PO NUM 052104	94.91	
4027219747	0120PI1750		00	01/15/2020	051-5001-922.50-53	PO NUM 052104	54.67	
4027219747	1219PI1767		00	01/15/2020	051-5001-922.50-53	PO NUM 052104	54.67	
						VENDOR TOTAL *	301.95	
0005031	00	CENTURYLINK - BUSINESS SERVICES						
1482263962	PI1645		00	01/15/2020	051-5001-922.50-53	PO NUM 052212	191.95	
						VENDOR TOTAL *	191.95	
0001021	00	CHARLESTON INC						
841250	PI1739		00	01/15/2020	051-5105-502.50-35	PO NUM 052069	6.22	
						VENDOR TOTAL *	6.22	
0005237	00	COMMERCE TECHNOLOGIES LLC						
24206	PI1562		00	01/15/2020	051-5105-502.50-42	PO NUM 052511	420.66	
						VENDOR TOTAL *	420.66	
0001037	00	CONSTRUCTION EMPLOYERS ASSOCIATION						
112019	PI1614		00	01/15/2020	051-5001-903.60-78	PO NUM 052777	312.50	
						VENDOR TOTAL *	312.50	
0004152	00	CORE & MAIN LP						
L694656	PI1612		00	01/15/2020	053-6205-583.50-35	PO NUM 052718	400.07	
						VENDOR TOTAL *	400.07	
0005198	00	CRANE SALES & SERVICE						
13307CD99093746	PI1722		00	01/15/2020	051-5105-502.60-59	PO NUM 052703	3,210.00	
						VENDOR TOTAL *	3,210.00	
0001643	00	CULLIGAN OF OMAHA						
967459	PI1689		00	01/15/2020	051-5105-502.50-35	PO NUM 052659	828.00	
144105 1219	PI1719		00	01/15/2020	055-7105-502.50-95	PO NUM 052423	62.00	
144105 1219	PI1720		00	01/15/2020	055-7105-502.60-76	PO NUM 052423	26.00	
						VENDOR TOTAL *	916.00	
0004078	00	DBI INC						
INV37168	PI1691		00	01/15/2020	057-8205-870.60-61	PO NUM 052723	600.00	
						VENDOR TOTAL *	600.00	
0003185	00	DEPARTMENT OF ENERGY						

DEPARTMENT OF UTILITIES

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0003185	00	DEPARTMENT OF ENERGY						
BFPB002861219			00	01/15/2020	051-5105-555.50-00	Dec 2019		
							EFT:	58,350.12
							Hydroelectric power under PPA (WAPA)	
						VENDOR TOTAL *	.00	58,350.12
0001072	00	DODGE COUNTY TREASURER						
1255057	UTV	PI1447	00	01/15/2020	051-5001-950.80-50	S Tax/Title Distr UTV	1,170.26	
						VENDOR TOTAL *	1,170.26	
0001072	00	DODGE COUNTY TREASURER,CK GRP-1						
270137996	2019	PI1761	00	01/15/2020	051-5001-919.60-77	PO NUM 052830	7,014.60	
						VENDOR TOTAL *	7,014.60	
0003091	00	DUTTON-LAINSON CO						
812088-1		PI1551	00	01/15/2020	051-0000-154.00-00	PO NUM 052726	EFT:	81.96
812087-1		PI1552	00	01/15/2020	051-0000-154.00-00	PO NUM 052729	EFT:	205.44
S12026-1		PI1660	00	01/15/2020	051-0000-154.00-00	PO NUM 052701	EFT:	2,064.67
812274-1		PI1709	00	01/15/2020	051-0000-154.00-00	PO NUM 052768	EFT:	625.73
						VENDOR TOTAL *	.00	2,977.80
0003087	00	EAKES OFFICE SOLUTIONS						
7927315-1		PI1553	00	01/15/2020	051-0000-154.00-00	PO NUM 052741	87.65	
7931802-0		PI1695	00	01/15/2020	051-5105-502.50-40	PO NUM 052791	122.35	
						VENDOR TOTAL *	210.00	
9999999	00	ECKARDT, GREGG R						
000079977		UT	00	01/15/2020	051-0000-143.00-00	MANUAL CHECK	159.06	
						VENDOR TOTAL *	159.06	
0005155	00	EHPV OPERATING GROUP LLC (BIG RED)						
122619/ MATT S		PI1598	00	01/15/2020	051-5205-580.20-29	PO NUM 052065	10.82	
122619/COLLINS		PI1599	00	01/15/2020	051-5205-580.20-29	PO NUM 052065	11.47	
122619/MENARD		PI1600	00	01/15/2020	051-5205-580.20-29	PO NUM 052065	14.06	
123019 KEVIN S		PI1663	00	01/15/2020	053-6205-583.20-29	PO NUM 052065	9.08	
123019 KEVIN S		PI1664	00	01/15/2020	053-6205-583.20-29	PO NUM 052065	9.09	
123019 LIMMER		PI1665	00	01/15/2020	053-6205-583.20-29	PO NUM 052065	9.09	
123019 LIMMER		PI1666	00	01/15/2020	053-6205-583.20-29	PO NUM 052065	9.08	
123119 DOWTY		PI1667	00	01/15/2020	053-6205-583.20-29	PO NUM 052065	17.30	
123119 KEVIN S		PI1668	00	01/15/2020	053-6205-583.20-29	PO NUM 052065	16.98	
123119 MACE K		PI1669	00	01/15/2020	053-6205-583.20-29	PO NUM 052065	21.85	
123119 NORBERG		PI1670	00	01/15/2020	053-6205-583.20-29	PO NUM 052065	19.46	
						VENDOR TOTAL *	148.28	
0004551	00	ELEMETAL FABRICATION LLC						
103243		PI1715	00	01/15/2020	051-5105-502.50-35	PO NUM 052087	118.34	
15153		PI1756	00	01/15/2020	051-5105-502.60-61	PO NUM 052456	365.11	
15620		PI1675	00	01/15/2020	055-7105-502.50-35	PO NUM 052087	107.40	
						VENDOR TOTAL *	590.85	
0001091	00	EMANUEL PRINTING INC						
9523		PI1650	00	01/15/2020	051-5001-920.50-31	PO NUM 052724	184.96	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001091	00	EMANUEL PRINTING INC						
						VENDOR TOTAL *	184.96	
0002050	00	FASTENAL CO						
NEFRE172080	PI1672		00	01/15/2020	051-5105-502.50-35	PO NUM 052073	EFT:	16.68
NEFRE172182	PI1673		00	01/15/2020	051-5105-502.50-35	PO NUM 052073	EFT:	29.63
						VENDOR TOTAL *	.00	46.31
0001729	00	FCX PERFORMANCE INC						
4496886	PI1547		00	01/15/2020	051-0000-153.00-00	PO NUM 052554		360.02
						VENDOR TOTAL *	360.02	
0005189	00	FISCHER OIL SALES						
441213	PI1569		00	01/15/2020	051-5001-940.50-35	PO NUM 052788		158.25
						VENDOR TOTAL *	158.25	
0004833	00	FREMONT AREA UNITED WAY						
DEC'19 CARESHAR			00	01/15/2020	055-0000-242.02-00	Dec 2019 Care & Share	EFT:	319.50
						VENDOR TOTAL *	.00	319.50
0001131	00	FREMONT TRIBUNE						
846678	PI1716		00	01/15/2020	051-5105-502.60-78	PO NUM 052097		34.04
869751	PI1717		00	01/15/2020	051-5105-502.60-78	PO NUM 052097		128.76
						VENDOR TOTAL *	162.80	
0001132	00	FREMONT WINNELSON CO						
340575 01	PI1557		00	01/15/2020	053-6105-502.50-35	PO NUM 052074		16.20
						VENDOR TOTAL *	16.20	
0001139	00	GERHOLD CONCRETE CO INC						
116763	PI1558		00	01/15/2020	053-6105-502.50-35	PO NUM 052075		164.52
						VENDOR TOTAL *	164.52	
9999999	00	GERMAN, RYAN M						
000076449	UT		00	01/15/2020	051-0000-143.00-00	MANUAL CHECK		24.75
						VENDOR TOTAL *	24.75	
0001148	00	GOREE BACKHOE & EXCAVATING INC						
12503	PI1766		00	01/15/2020	051-5001-940.50-35	PO NUM 052857		2,113.85
						VENDOR TOTAL *	2,113.85	
0002886	00	GREATER FREMONT DEVELOPMENT COUNCIL						
5522	PI1615		00	01/15/2020	051-5001-919.60-65	PO NUM 052795	EFT:	22,500.00
						VENDOR TOTAL *	.00	22,500.00
0004419	00	HANSEN TIRE LLC						
27003	PI1627		00	01/15/2020	051-5001-940.50-35	PO NUM 052076		25.26
27005	PI1629		00	01/15/2020	051-5001-940.50-48	PO NUM 052076		246.87
27004	PI1628		00	01/15/2020	051-5205-580.50-48	PO NUM 052076		38.89
27016	PI1630		00	01/15/2020	051-5205-580.50-48	PO NUM 052076		65.00

Quarterly marketing services for the Utilities

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AS OF: 01/15/2020 PAYMENT DATE: 01/15/2020

DEPARTMENT OF UTILITIES

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004419	00	HANSEN TIRE LLC						
27016	PI1631		00	01/15/2020	051-5205-580.60-59	PO NUM 052076	45.00	
27017	PI1632		00	01/15/2020	053-6205-583.50-48	PO NUM 052076	2.11	
27017	PI1633		00	01/15/2020	053-6205-583.60-59	PO NUM 052076	20.00	
27034	PI1634		00	01/15/2020	057-8205-870.50-48	PO NUM 052076	2.11	
27034	PI1635		00	01/15/2020	057-8205-870.60-59	PO NUM 052076	20.00	
						VENDOR TOTAL *	465.24	
0004655	00	HYLAND SOFTWARE INC						
010720/BARKER	TPI1770		00	01/15/2020	051-5001-922.60-62	PO NUM 052867	3,000.00	
010720/FICKEN	PI1771		00	01/15/2020	051-5001-922.60-62	PO NUM 052867	3,000.00	
						VENDOR TOTAL *	6,000.00	
0004538	00	INDEECO						
560907	PI1548		00	01/15/2020	051-0000-153.00-00	PO NUM 052649	467.28	
						VENDOR TOTAL *	467.28	
0001833	00	INDUSTRIAL SALES CO INC						
1053204-001	PI1546		00	01/15/2020	057-0000-154.00-00	PO NUM 052350	996.44	
						VENDOR TOTAL *	996.44	
0003074	00	JACKSON SERVICES INC						
20191212	PR1212		00	01/15/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	164.14
20191226	PR1226		00	01/15/2020	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	164.14
567 - 123119			00	01/15/2020	051-5001-940.50-46	Dec Mats	EFT:	63.16
567 - 123119			00	01/15/2020	051-5001-940.20-29	Dec Uniforms/Whse	EFT:	86.08
1110 - 123119			00	01/15/2020	051-5001-932.50-46	Dec Mats/Towels	EFT:	188.74
1110 - 123119			00	01/15/2020	051-5001-940.50-46	Dec Mats/Mops/Towels	EFT:	524.60
567 - 123119			00	01/15/2020	051-5105-502.50-46	Dec Mops	EFT:	66.36
567 - 123119			00	01/15/2020	051-5105-502.20-29	Dec Uniforms	EFT:	911.04
1110 - 123119			00	01/15/2020	051-5105-502.50-46	Dec Mats	EFT:	440.76
567 - 123119			00	01/15/2020	051-5205-580.20-29	Dec Uniforms/Elect Distr	EFT:	1,329.80
567 - 123119			00	01/15/2020	051-5205-580.20-29	Dec Uniforms/Engineers	EFT:	57.52
567 - 123119			00	01/15/2020	053-6205-583.20-29	Dec Uniforms	EFT:	323.36
567 - 123119			00	01/15/2020	055-7105-502.20-29	Dec Uniforms	EFT:	219.88
1110 - 123119			00	01/15/2020	055-7105-502.50-46	Dec Mats/Mops	EFT:	64.62
567 - 123119			00	01/15/2020	057-8205-870.20-29	Dec Uniforms	EFT:	744.08
						VENDOR TOTAL *	.00	5,348.28
0004205	00	JCI INDUSTRIES INC						
8188466	PI1706		00	01/15/2020	051-0000-153.00-00	PO NUM 052668	268.41	
8188478	PI1707		00	01/15/2020	051-0000-153.00-00	PO NUM 052668	77.77	
						VENDOR TOTAL *	346.18	
0001485	00	JOHN DAY COMPANY						
1584359-00	PI1723		00	01/15/2020	055-7205-583.50-35	PO NUM 052758	EFT:	459.00
1584359-00	PI1724		00	01/15/2020	055-7205-583.60-79	PO NUM 052758	EFT:	153.60
						VENDOR TOTAL *	.00	612.60
0004550	00	JOHNSON'S CYCLE AND AUTO LLC						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004550 129692	00	JOHNSON'S CYCLE AND AUTO LLC PI1568	00	01/15/2020	055-7105-502.50-35	PO NUM 052779	135.95	
						VENDOR TOTAL *	135.95	
0003319 81797860 81797860	00	KANO LABORATORIES INC PI1608 PI1609	00	01/15/2020 01/15/2020	051-5105-502.50-35 051-5105-502.60-79	PO NUM 052657 PO NUM 052657	453.74 22.04	
						VENDOR TOTAL *	475.78	
9999999 000080101	00	LAMBERT, COLLIN P UT	00	01/15/2020	051-0000-143.00-00	MANUAL CHECK	116.29	
						VENDOR TOTAL *	116.29	
0002654 13800 13814 13818	00	LEAGUE ASSN OF RISK MANAGEMENT PI1616 PI1617 PI1618	00	01/15/2020 01/15/2020 01/15/2020	051-5001-919.60-63 051-5001-919.60-63 051-5001-919.60-63	PO NUM 052796 PO NUM 052796 PO NUM 052796	3,993.12 157.83- 44.70	
						VENDOR TOTAL *	3,879.99	
9999999 000078229	00	LOPEZ, SAVANNAH L UT	00	01/15/2020	051-0000-143.00-00	MANUAL CHECK	64.48	
						VENDOR TOTAL *	64.48	
0004816 IN412066	00	LUBRICATION ENGINEERS INC PI1651	00	01/15/2020	055-7105-502.50-35	PO NUM 052731	297.50	
						VENDOR TOTAL *	297.50	
9999999 000018529	00	MAHRT, JARED UT	00	01/15/2020	051-0000-143.00-00	MANUAL CHECK	329.58	
						VENDOR TOTAL *	329.58	
0002972 5120634 5120634	00	MARK HYDRAULIC CO INC PI1565 PI1566	00	01/15/2020 01/15/2020	051-5105-502.50-35 051-5105-502.60-79	PO NUM 052762 PO NUM 052762	188.54 22.64	
						VENDOR TOTAL *	211.18	
0002052 51567394 20929080 51562616 20994486 51567394 51567394	00	MATHESON LINWELD PI1740 PI1674 PI1714 PI1721 PI1741 PI1742	00	01/15/2020 01/15/2020 01/15/2020 01/15/2020 01/15/2020 01/15/2020	051-5001-940.60-76 051-5105-502.50-35 051-5105-502.60-76 051-5105-502.50-35 051-5205-580.60-76 057-8205-870.60-76	PO NUM 052080 PO NUM 052080 PO NUM 052080 PO NUM 052499 PO NUM 052080 PO NUM 052080		EFT: EFT: EFT: EFT: EFT: EFT:
						VENDOR TOTAL *	.00	83.60 35.51 142.63 364.98 122.74 61.37
0000667 25802103 25813433	00	MCMASTER-CARR SUPPLY CO PI1730 PI1732	00	01/15/2020 01/15/2020	051-5105-502.50-35 051-5105-502.50-35	PO NUM 052806 PO NUM 052813	338.99 120.30	
						VENDOR TOTAL *	459.29	
0001229	00	MENARDS - FREMONT						

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DEPARTMENT OF UTILITIES

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001229	00	MENARDS - FREMONT									
85600		PI1661				00	01/15/2020	051-0000-154.00-00	PO NUM 052728	176.79	
85151		PI1744				00	01/15/2020	051-5001-940.50-35	PO NUM 052083	17.89	
85205		PI1559				00	01/15/2020	051-5105-502.50-35	PO NUM 052083	108.24	
85129		PI1743				00	01/15/2020	051-5205-580.50-35	PO NUM 052083	13.89	
84957/84958		PI1611				00	01/15/2020	055-7105-502.50-35	PO NUM 052717	147.96	
									VENDOR TOTAL *	464.77	
0002960	00	MIDLAND SCIENTIFIC INC									
6022499		PI1690				00	01/15/2020	055-7105-502.50-52	PO NUM 052716	270.90	
6024624		PI1757				00	01/15/2020	055-7105-502.50-52	PO NUM 052716	431.86	
									VENDOR TOTAL *	702.76	
0004883	00	MISSISSIPPI LIME COMPANY									
1469156						00	01/15/2020	051-0000-158.02-00	12/24/19 26.02 TN	EFT:	5,171.05
1470962						00	01/15/2020	051-0000-158.02-00	1/07/20 26.01 TN	EFT:	5,169.06
									VENDOR TOTAL *	.00	10,340.11
0005241	00	MORPHISEC INC									
230135		PI1585				00	01/15/2020	051-5001-922.60-65	PO NUM 052539	17,380.00	
									VENDOR TOTAL *	17,380.00	
0001486	00	MOTION INDUSTRIES INC									
NE01-527261		PI1575				00	01/15/2020	051-0000-153.00-00	PO NUM 052739	302.79	
NE01-527298		PI1595				00	01/15/2020	051-0000-153.00-00	PO NUM 052764	551.99	
NE01-527701		PI1726				00	01/15/2020	051-5105-502.50-35	PO NUM 052769	1,074.13	
									VENDOR TOTAL *	1,928.91	
0002985	00	MSC INDUSTRIAL SUPPLY CO INC									
83336951		PI1573				00	01/15/2020	051-0000-153.00-00	PO NUM 052648	EFT:	647.44
C83383751		PI1574				00	01/15/2020	051-0000-154.00-00	PO NUM 052732	EFT:	494.21
85080871		PI1623				00	01/15/2020	051-0000-154.00-00	PO NUM 052786	EFT:	33.56
85518421		PI1624				00	01/15/2020	051-0000-154.00-00	PO NUM 052793	EFT:	59.45
C85518431		PI1662				00	01/15/2020	051-0000-154.00-00	PO NUM 052793	EFT:	234.31
C85080861		PI1711				00	01/15/2020	051-0000-154.00-00	PO NUM 052786	EFT:	320.35
C85080861		PI1727				00	01/15/2020	051-5001-940.50-35	PO NUM 052786	EFT:	171.09
84144901		PI1594				00	01/15/2020	051-5105-502.50-35	PO NUM 052760	EFT:	325.28
84144881		PI1613				00	01/15/2020	051-5105-502.50-35	PO NUM 052765	EFT:	102.48
85033681		PI1653				00	01/15/2020	051-5105-502.50-35	PO NUM 052760	EFT:	16.33
C86001951		PI1731				00	01/15/2020	051-5105-502.50-35	PO NUM 052807	EFT:	57.55
86001971		PI1760				00	01/15/2020	051-5105-502.50-35	PO NUM 052807	EFT:	315.65
84217161		PI1647				00	01/15/2020	055-7105-502.50-35	PO NUM 052526	EFT:	47.28
									VENDOR TOTAL *	.00	2,824.98
0005010	00	NATIONAL FILTER MEDIA CORPORATION									
MS541555		PI1572				00	01/15/2020	051-0000-153.00-00	PO NUM 052618	2,367.34	
									VENDOR TOTAL *	2,367.34	
0001958	00	NEBR PUBLIC HEALTH ENVIRONMENTAL									
520863		PI1646				00	01/15/2020	053-6205-583.60-54	PO NUM 052242	EFT:	1,790.00

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001958	00	NEBR PUBLIC HEALTH ENVIRONMENTAL						
						VENDOR TOTAL *	.00	1,790.00
0003053	00	NEBRASKA HEALTH & HUMAN SERV-LIHEAP						
000014779		UT	00	01/15/2020	051-0000-143.00-00	Energy Assistance Refund	641.85	
						VENDOR TOTAL *	641.85	
0001473	00	NMC INC						
CUI734823		PI1657	00	01/15/2020	051-0000-153.00-00	PO NUM 052650	134.42	
CUI734823		PI1658	00	01/15/2020	051-0000-153.00-00	PO NUM 052650	36.46	
CUI740038		PI1659	00	01/15/2020	051-0000-153.00-00	PO NUM 052650	69.68	
CUI743405		PI1447	00	01/15/2020	051-5001-950.80-50	PO NUM 052542	17,735.25	
CUI743405		PI1447	00	01/15/2020	051-5001-950.80-50	PO NUM 052542 Sales Tax	1,160.25-	
						VENDOR TOTAL *	16,815.56	
0002937	00	O'KEEFE ELEVATOR CO INC						
00503458		PI1581	00	01/15/2020	051-5001-932.60-65	PO NUM 052166	197.05	
00503458		PI1582	00	01/15/2020	051-5105-502.60-65	PO NUM 052166	1,116.63	
						VENDOR TOTAL *	1,313.68	
0001020	00	O'REILLY AUTOMOTIVE INC						
0397-283310		PI1735	00	01/15/2020	051-0000-154.00-00	PO NUM 052639	191.83	
0397-286731		PI1636	00	01/15/2020	051-5001-940.50-35	PO NUM 052085	186.61	
0397-287815		PI1637	00	01/15/2020	051-5001-940.50-35	PO NUM 052085	120.93	
0397-288002		PI1638	00	01/15/2020	051-5001-940.50-35	PO NUM 052085	41.18	
0397-289094		PI1745	00	01/15/2020	051-5105-502.50-35	PO NUM 052085	48.04	
						VENDOR TOTAL *	588.59	
0002888	00	OFFICENET						
931387-0		PI1588	00	01/15/2020	051-5001-920.50-40	PO NUM 052725	214.24	
931387-0		PI1589	00	01/15/2020	051-5001-920.50-61	PO NUM 052725	211.22	
931502-0		PI1590	00	01/15/2020	051-5001-903.50-61	PO NUM 052733	422.44	
931666-0		PI1655	00	01/15/2020	051-5001-940.50-40	PO NUM 052772	168.08	
931499-0		PI1591	00	01/15/2020	051-5105-502.50-40	PO NUM 052744	202.09	
931667-0		PI1654	00	01/15/2020	055-7105-502.50-40	PO NUM 052770	147.13	
						VENDOR TOTAL *	1,365.20	
0005052	00	OLD DOMINION FREIGHT LINE INC						
27505460538		PI1692	00	01/15/2020	051-5105-502.60-79	PO NUM 052766	835.59	
						VENDOR TOTAL *	835.59	
0001624	00	OMAHA VALVE & FITTING CO						
27383		PI1725	00	01/15/2020	051-5105-502.50-35	PO NUM 052763	159.09	
						VENDOR TOTAL *	159.09	
0004671	00	ONE CALL CONCEPTS INC						
9120131		PI1679	00	01/15/2020	051-5001-940.60-61	PO NUM 052199	179.91	
						VENDOR TOTAL *	179.91	
0001268	00	P & H ELECTRIC INC						

PROGRAM: GM339L

AS OF: 01/15/2020

PAYMENT DATE: 01/15/2020

DEPARTMENT OF UTILITIES

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0001268	00	P & H ELECTRIC INC						
121503	PI1601		00	01/15/2020	051-5205-580.50-35	PO NUM 052086	157.36	
121497	PI1592		00	01/15/2020	055-7105-502.50-35	PO NUM 052759	84.00	
121497	PI1593		00	01/15/2020	055-7105-502.60-59	PO NUM 052759	260.00	
						VENDOR TOTAL *	501.36	
0004948	00	PCM SALES INC						
B13305540101	PI1587		00	01/15/2020	051-5001-922.50-42	PO NUM 052704	18.99	
B13333420101	PI1649		00	01/15/2020	051-5001-922.50-42	PO NUM 052704	322.83	
						VENDOR TOTAL *	341.82	
0003827	00	PEST PRO'S INC						
MNCP BLD 121919	PI1603		00	01/15/2020	051-5001-932.60-61	PO NUM 052414	42.80	
ASH PD 122319	PI1604		00	01/15/2020	051-5105-502.60-61	PO NUM 052429	48.15	
CMBT TUR 122619	PI1605		00	01/15/2020	051-5105-502.60-61	PO NUM 052429	53.50	
PWR PLT 122319	PI1606		00	01/15/2020	051-5105-502.60-61	PO NUM 052429	85.60	
UTIL BLD 121919	PI1607		00	01/15/2020	051-5105-502.50-35	PO NUM 052429	69.55	
SUB STA 122319	PI1602		00	01/15/2020	051-5205-580.60-61	PO NUM 052198	190.35	
WTR PLT 122319	PI1682		00	01/15/2020	053-6105-502.60-61	PO NUM 052243	69.55	
WWTP 122319	PI1683		00	01/15/2020	055-7105-502.60-61	PO NUM 052422	110.00	
						VENDOR TOTAL *	669.50	
0004800	00	PINNACLE BANK - VISA						
010620/DUNKER	KPI1734		00	01/15/2020	051-5001-903.60-62	PO NUM 052835	343.96	
010720 DEB A	PI1764		00	01/15/2020	051-5001-920.60-62	PO NUM 052835	225.63	
010720/ KAREN	DPI1765		00	01/15/2020	051-5001-903.60-62	PO NUM 052835	225.63	
44973968	PI1728		00	01/15/2020	051-5105-502.60-77	PO NUM 052805	.37	
44973968	PI1729		00	01/15/2020	051-5105-502.60-77	PO NUM 052805	15.00	
						VENDOR TOTAL *	810.59	
0002622	00	PITNEY BOWES INC						
1014546774	PI1619		00	01/15/2020	051-5001-903.60-65	PO NUM 052803	150.00	
						VENDOR TOTAL *	150.00	
0004740	00	PREMIER STAFFING INC						
14306	PI1678		00	01/15/2020	051-5001-926.60-61	PO NUM 052099	80.00	
						VENDOR TOTAL *	80.00	
0004413	00	RADWELL INTERNATIONAL INC						
31177307	PI1693		00	01/15/2020	055-7105-502.50-35	PO NUM 052778	662.80	
						VENDOR TOTAL *	662.80	
0002876	00	RAWHIDE CHEMOIL INC						
61030	PI1733		00	01/15/2020	055-7105-502.50-30	PO NUM 052819	502.84	
						VENDOR TOTAL *	502.84	
0004639	00	SAPP BROS INC						
22924136	PI1656		00	01/15/2020	051-5001-940.50-35	PO NUM 052787	823.90	
						VENDOR TOTAL *	823.90	
0005145	00	SETPOINT CONTROLS LLC						

PROGRAM: GM339L

AS OF: 01/15/2020

PAYMENT DATE: 01/15/2020

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005145 61713	00	SETPOINT CONTROLS LLC PI1718	00	01/15/2020	051-5105-502.60-61	PO NUM 052393	9,121.97	
						VENDOR TOTAL *	9,121.97	
0004273 29947	00	SHRED MONSTER INC PI1755	00	01/15/2020	051-5001-932.60-61	PO NUM 052206	58.00	
						VENDOR TOTAL *	58.00	
0000429 240460 240460	00	SKARSHAUG TESTING LABORATORY INC PI1746 PI1747	00	01/15/2020 01/15/2020	051-5205-580.60-61 051-5205-580.60-79	PO NUM 052102 PO NUM 052102	442.50 401.77	
						VENDOR TOTAL *	844.27	
0004760 TRN1219FREM	00	SOUTHWEST POWER POOL INC	00	01/15/2020	051-5105-555.50-00	Dec 2019 Transmission	EFT:	49,951.54
						VENDOR TOTAL *	.00	49,951.54
0004686 2019457	00	ST COTTER TURBINE SERVICES INC PI1704	00	01/15/2020	051-5105-502.60-59	PO NUM 052829	52,324.60	
						VENDOR TOTAL *	52,324.60	
0003923 1198604 1198604 1198604 1198604 1198604 1198604 1198604 1198604 1198604 1198604 1198604 1198604 1198604 1198604 1198604	00	STATE OF NEBRASKA - CELLULAR	00	01/15/2020 01/15/2020 01/15/2020 01/15/2020 01/15/2020 01/15/2020 01/15/2020 01/15/2020 01/15/2020 01/15/2020 01/15/2020 01/15/2020 01/15/2020 01/15/2020 01/15/2020 01/15/2020	051-5001-903.50-53 051-5001-919.50-53 051-5001-922.50-53 051-5001-925.50-53 051-5001-926.50-53 051-5001-919.50-53 051-5105-502.50-53 051-5205-580.50-53 051-5205-580.50-53 053-6105-502.50-53 053-6205-583.50-53 055-7105-502.50-53 057-8205-870.50-53	Cellular Cellular Cellular Cellular Cellular City Cellular/R Walter Cellular Engineers Cellular Elect Distr Cellular Cellular Cellular Cellular Cellular Cellular Cellular	EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT:	74.24 52.03 98.87 52.03 52.03 46.68 156.84 192.33 338.61 52.03 192.49 35.41 266.59
						VENDOR TOTAL *	.00	1,610.18
0000434 INV-506814	00	STOVER CONTROLS PI1571	00	01/15/2020	057-0000-154.00-00	PO NUM 052538	9,411.72	
						VENDOR TOTAL *	9,411.72	
0005197 96587013-0001 96587013-0001	00	SUNBELT RENTALS INC PI1686 PI1687	00	01/15/2020 01/15/2020	051-5105-502.60-76 051-5105-502.60-79	PO NUM 052631 PO NUM 052631	2,889.00 1,145.01	
						VENDOR TOTAL *	4,034.01	
0005183 262566 262566 253989	00	SUPERION LLC - CENTRALSQUARE PI1579 PI1580 PI1737	00	01/15/2020 01/15/2020 01/15/2020	051-5001-903.60-77 051-5001-903.60-77 051-5001-903.60-77	PO NUM 052023 PO# 052023 PO NUM 052023	EFT: EFT: EFT:	316.56 20.21 335.90

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT	
0005183 253989	00	SUPERION LLC - CENTRALSQUARE PI1738	00	01/15/2020	051-5001-903.60-77	PO# 052023	EFT:	21.44	
							VENDOR TOTAL *	694.11	
0002837 21104	00	SWAN ENGINEERING LLC PI1570	00	01/15/2020	055-0000-154.00-00	PO NUM 052428	82.08		
							VENDOR TOTAL *	82.08	
0004647 26065 26068 25932	00	T SQUARE SUPPLY LLC PI1677	00	01/15/2020	055-7105-502.50-35	PO NUM 052091	135.18		
							PI1700	282.76	
							PI1676	40.44	
							VENDOR TOTAL *	458.38	
0004520 123019 DEB A 123119 NICK B	00	US BANK CORPORATE PAYMENT SYSTEMS PI1701	00	01/15/2020	051-5001-920.60-62	PO NUM 052825	399.00		
							PI1702	399.00	
							VENDOR TOTAL *	798.00	
0002907 19120414	00	WALNUT RADIO LLC (KHUB) PI1680	00	01/15/2020	051-5001-903.60-78	PO NUM 052205	234.00		
							VENDOR TOTAL *	234.00	
0002894 5479842 5479842 5479842 5479842	00	WASTE CONNECTIONS OF NE INC PI1751	00	01/15/2020	051-5001-932.50-49	PO NUM 052165	241.14		
							PI1752	347.00	
							PI1753	282.71	
							PI1754	1,030.91	
							VENDOR TOTAL *	1,901.76	
0004336 27011 27028 27028	00	WATERLINK INC PI1576	00	01/15/2020	051-5105-502.50-52	PO NUM 050155	20,967.72	CHEMICALS FOR	
							PI1577	1,932.71	WATER LAB AT POWER
							PI1578	2,061.97	PLANT
							VENDOR TOTAL *	24,962.40	
0000482 400401 400890 405263 404592 399811 400891 401488 399810	00	WESCO RECEIVABLES CORP PI1596	00	01/15/2020	051-0000-154.00-00	PO NUM 052785	EFT:	369.15	
							PI1622	EFT:	693.36
							PI1705	EFT:	3,852.00
							PI1710	EFT:	341.54
							PI1586	EFT:	192.60
							PI1610	EFT:	175.48
							PI1688	EFT:	192.60
							PI1584	EFT:	117.70
							VENDOR TOTAL *	.00	5,934.43
0004342 11546 11546	00	WIESE PLUMBING & EXCAVATING INC PI1698	00	01/15/2020	051-5001-932.50-35	PO NUM 052818	246.80		
							PI1699	397.50	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004342	00	WIESE PLUMBING & EXCAVATING INC						
						VENDOR TOTAL *	644.30	
0004135	00	WINDOW PRO INC						
43960		PI1583	00	01/15/2020	051-5001-932.60-61	PO NUM 052207	EFT:	10.70
44039		PI1681	00	01/15/2020	051-5001-932.60-61	PO NUM 052207	EFT:	10.70
						VENDOR TOTAL *	.00	21.40
						EFT/EPAY TOTAL ***		204,456.75
						TOTAL EXPENDITURES ****	633,873.39	204,456.75
						GRAND TOTAL *****		838,330.14

EAL DESCRIPTION: EAL: 01102020 ANDERSEND

PAYMENT TYPES

Checks Y
EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date 01/15/2020
All banks A

REPORT SEQUENCE OPTIONS:

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

This report is by: Vendor

Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2020
Disbursement year/per 2020/04
Payment date 01/15/2020

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0003996	00	UNION PACIFIC RAILROAD CO			(OMAHA)				
FES# 44902	PI1773		00	01/15/2020	051-5105-502.60-57	PO NUM 052890		EFT:	7,750.00
						VENDOR TOTAL *	.00		7,750.00
						EFT/EPAY TOTAL ***			7,750.00
						TOTAL EXPENDITURES ****	.00		7,750.00
					GRAND TOTAL *****				7,750.00

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, CPA, Director of Finance
DATE: January 14, 2020
SUBJECT: Report of Treasury

Recommendation: Move to receive Report of the Treasury

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

Fiscal Impact: As noted in the report. The City's total remained steady from December. The Utility total appears to have increased by \$6.4 million, but this change is predominantly due cashing in two CDARS certificates (noted below the total line), to cover continued construction payments on the WWTP improvements, using CDARS-invested bond proceeds issued for that purpose.

Please note at the bottom of the second page that the City has several CDARS investments. The Certificate of Deposit Account Registry Service (**CDARS**) is a program that allows the public to spread money around various banks. The purpose of **CDARS** is to help people who invest in certificate of deposits (CDs) to stay below the Federal Deposit Insurance Corporation (FDIC) insurance limits at any given bank. These are listed separately, as they are exclusively insured separate and apart from FDIC coverage provided at each bank. These investment amounts are not included in the totals on the worksheet.

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

Account Name	Statement ending balances					
	First National Bank - Fremont	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust
Governmental						
<u>Checking/Money Market</u>						
City Treasurer	\$ 8,638,860					
City Treasurer-M Mkt	\$ 1,558,549					
SID #4	\$ 61,245					
Special Revenue		\$ 254,247				
Infrastructure - Sales Tax						\$ 4,304
Insured M MKT ** -Sales Tax		\$ 6,280,572				
Public Safety - Sales Tax						\$ 942,470
Streets - Sales Tax						\$ 226,749
Streets - M Mkt			\$ 418,037			
Community Development Agy	\$ 136,490					
Keno			\$ 284,947			
CDBG Clearing	\$ 24,832					
CDBG Program Income	\$ 64,074					
E911	\$ 62,900					
Drug Task	\$ 27,103					
Employee Benefits			\$ 3,124,694			
Total Checking/Money Market	\$ 10,574,052	\$ 6,534,819	\$ 3,827,678	\$ -	\$ -	\$ 1,173,523
<u>CD Investments</u>						
General fund	\$ 4,500,000		\$ 3,250,000	\$ 200,000	\$ 2,000,000	
Sales Tax/Infrastructure fund						
Sales Tax/Streets fund						
Sales Tax/LB840 fund	\$ 1,500,000		\$ 500,000			
Street fund	\$ 1,000,000	\$ -	\$ 1,500,000			
KENO fund			\$ 300,000			
Trust Fund	\$ 100,000		\$ 60,000			
E911			\$ 250,000			
Special assessment Fund			\$ 750,000			
Employee Benefits	\$ 1,000,000		\$ -			
Work Comp	\$ 750,000		\$ -			
Total CD Investments	\$ 8,850,000	\$ -	\$ 6,610,000	\$ 200,000	\$ 2,000,000	\$ -
Total Governmental deposits	\$ 19,424,052	\$ 6,534,819	\$ 10,437,678	\$ 200,000	\$ 2,000,000	\$ 1,173,523
					Grand total	\$ 39,770,072

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

Statement ending balances

Account Name	First National Bank - Fremont	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust
Proprietary Funds						
<u>Checking/Money Market</u>						
Combined Utilities Fund	\$ 16,164,396					
Electric Fund	\$ 607					
Comb Util Funds/Construction	\$ 9,019,784					
Electric Funds						\$ 2,026,618
Water Project Bond Acct	\$ 80,534					
Department of Utilities			\$ 676,934			
Sewer Improvement	\$ 3,390					
Sewer Funds						\$ 314,589
Gas Fund						\$ 757,830
Electric Fund				\$ 150		
Total Checking/Money Market	\$ 25,268,710	\$ -	\$ 676,934	\$ 150	\$ -	\$ 3,099,037
<u>CD Investments</u>						
Electric	\$ 2,750,000	\$ 2,000,000	\$ 5,096,000			
Water	\$ 675,000		\$ 200,000			
Sewer	\$ 250,000					
Gas	\$ 500,000					
Total CD Investments	\$ 4,175,000	\$ 2,000,000	\$ 5,296,000	\$ -	\$ -	\$ -
Total Proprietary deposits	\$ 29,443,710	\$ 2,000,000	\$ 5,972,934	\$ 150	\$ -	\$ 3,099,037
					Grand total	\$ 40,515,832
Grand total, all funds	\$ 48,867,763	\$ 8,534,819	\$ 16,410,612	\$ 200,150	\$ 2,000,000	\$ 4,272,560
					Grand total	\$ 80,285,904
CITY CDARS CERTIFICATES				\$ 4,100,000		\$ 3,225,000
DU CDARS CERTIFICATES	\$ -		\$ -	\$ 2,900,000	\$ -	\$ 2,600,000



CITY OF FREMONT NEBRASKA

CITY COUNCIL MEETING MINUTES

December 30, 2019

City Council Chambers 400 East Military, Fremont NE
REGULAR MEETING – 5:30 P.M.

REGULAR MEETING:

1. Meeting called to order. After the Pledge of Allegiance, the Mayor called the meeting of the City Council to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.
2. Roll call. Roll call showed Council Members McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus and Legband present. 7 Councilmembers present. Bechtel Absent
3. Mayor comments
(There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

CONSENT AGENDA: Council Member Jacobus moved seconded by Council Member Yerger to approve the Consent Agenda item 5, with the date amended to December 10, 2019. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried.

5. Dispense with and approve December 10, 2019 City Council Meeting Minutes.

ITEMS REMOVED FROM THE CONSENT AGENDA FOR SEPARATE DISCUSSION:

4. Motion to approve December 11, 2019 through December 30, 2019 claims and authorize checks to be drawn on the proper accounts. Council Member Jensen moved, seconded by Council Member Jacobus to receive invoice, contractual interest statement and potential conflict of interest statement. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member Legband to approve the Getzschman Heating, LLC invoice. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Legband moved, seconded by Council Member Jensen to receive the December 2019 Collection Report. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Yerger moved, seconded by Council Member Jacobus to approve December 11, 2019 through December 30, 2019 claims and authorize checks to be drawn on the proper accounts. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried.

UNFINISHED BUSINESS: requires individual associated action

6. Mayor Getzschman item - Ordinance 5519 pertaining to the sale and conveyance of real estate, a portion of Lot 4 of the Nelson Business Park owned by the City of Fremont, Nebraska to Del Peterson and Associates, Inc., a Nebraska Corporation, pursuant to Nebraska law (second reading). Council Member Jensen moved, seconded by Council Member Legband to hold second reading of the Ordinance. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading of the Ordinance.

7. Adjournment. Moved by Council Member Jacobus seconded by Council Member Legband to adjourn the meeting. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried. Meeting adjourned at 5:41 p.m.

APPROVED AND ACCEPTED THIS 14TH DAY OF JANUARY, 2020 AS THE OFFICIAL COPY OF THE
FREMONT, NEBRASKA CITY COUNCIL MINUTES FOR DECEMBER 30, 2019.

Tyler Ficken, City Clerk

Scott Getzschman, Mayor

STAFF REPORT

TO: Mayor and City council
FROM: Keith Kontor, Water-Wastewater Superintendent
DATE: January 14, 2020
SUBJECT: Biosolids Management Contractor

Recommendation: Approve Resolution 2020-004 for Biosolids Management Contractor

Background: Prior to this agreement, the City contracted with the University of Nebraska Ag Extension service for Biosolids management; however, the University decided to not continue this service for the City. Bids were solicited for management services and three bids were received (shown below).

The Utility and Infrastructure reviewed the agreement and recommends City Council approve the agreement with Nunn (NE-IA) Agronomics for biosolids management.

Nunn Agronomics	\$12,000
Nutrient Advisors	\$13,500
Frontier Coop	No Bid

Fiscal Impact: \$12,000/yr. Budgeted

RESOLUTION NO. 2020-004

A Resolution of the City Council of the City of Fremont, Nebraska authorizing the Mayor to execute an agreement with NE-IA Agronomic Services for Biosolids management.

WHEREAS, the City of Fremont sought bids for a for Biosolids Management Contractor to assist with biosolids management; and

WHEREAS, the Utility and Infrastructure Board reviewed the bids and recommends approval of the agreement with NE-IA Agronomics Services.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utility and Infrastructure Board and authorize the Mayor to execute an agreement with NE-IA Agronomic Services.

PASSED AND APPROVED THIS 14th DAY OF JANUARY 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

LAND APPLICATION OF BIOSOLIDS

THIS AGREEMENT is hereby entered into between the City of Fremont, Nebraska, hereinafter referred to as "City", and NE—IA Agronomics, LLC, hereinafter referred to as "Contractor", for a project wherein the City and Contractor will cooperate in the application of biosolids from the City's Wastewater Treatment Plant on agricultural crop land.

WHEREAS, the City's Wastewater Treatment Plant produces residual waste, hereafter known as biosolids; and

WHEREAS, biosolids can be used as organic fertilizer and soil amendments on agricultural crop land; and

WHEREAS, the City desires to offer biosolids from the City's treatment facility to area agricultural producers as an organic fertilizer and soil amendments on agricultural crop lands.

NOW, THEREFORE, based upon the mutual terms and conditions contained herein it is hereby agreed between the parties as follows:

1. Description of Project. The project will develop economically and environmentally sound practices for application of biosolids from the City Treatment Facilities, for use as organic fertilizer and soil amendments on agricultural crop land. The effects of the application will be closely monitored and data will be gathered and compiled regarding the effects of the application of biosolids.
2. Term. This agreement shall continue in full force for 4 years and have an option of a 4-year renewal if agreed upon by both parties.
3. Responsibilities of City. The City shall be responsible for performing the following duties under this Agreement:
 - a. Production of biosolids that are within the guidelines that have been established by the Environmental Protection Agency (EPA) 503 Regulation (Title 40 of the Code of Federal Regulation [CFR], Part 503), hereafter known as "the EPA Part 503 Regulations."
 - b. Appoint a staff representative to coordinate activities of the project with the Contractor.
 - c. Provide and pay for the necessary hauling and spreading of biosolids to agricultural lands.

- d. Assist in the development of biosolids markets.
 - e. Comply with local, state and federal laws and regulations regarding the application of biosolids to agricultural crop lands.
 - f. Provide physical and chemical analysis data as necessary for compliance with EPA Part 503 Regulations and other laws, regulations and permits.
 - g. Be responsible for any warranties or representation of the fitness of biosolids for organic fertilizer and soil amendments on agricultural lands.
 - h. Indemnify and hold harmless the Contractor from claims of negligence made against the City.
 - i. Maintain the overall management and funding for the project.
4. Responsibilities of the Contractor. The Contractor shall be responsible for performing the following duties under the Agreement:
- a. Provide administrative support for the project, including:
 - 1. Identify acceptable agriculture crop lands for biosolids application.
 - 2. Assist the City by coordinating the hauling, delivery, and spreading of biosolids to agricultural lands.
 - 3. Provide biosolids training to agricultural producers.
 - 4. Obtain the required biosolids contracts between the agricultural producers and the City, and between the agricultural producers and the applicable County.
 - 5. Perform soil and plant tissue sampling for analysis and subsequently applying such analysis to ongoing biosolids applications.
 - 6. Develop agricultural application rates and incorporation methods of biosolids in compliance with the EPA Part 503 Regulations and other said laws, regulations and permits.
 - 7. Maintain records including biosolids applications, soil and plant tissue sampling and analysis, related crop performance results, and other related information and analysis.
 - 8. Indemnify and hold harmless the City from claims of

negligence made against the Contractor.

- b. Physical and chemical soil analysis of all crop land soils utilized in the project.
5. Budget. The financial support for the project shall be in an amount established by City. Annually the City and the Contractor may meet to review the costs associated with the application of biosolids on agricultural lands in an attempt to assist the City in developing an annual budget.
6. Termination. This Agreement may be terminated by either party by giving ninety (90) day written notice to the other party.
7. Reports.
 - a. The Contractor will provide reports to the City, if requested, including biosolids applications, soil and plant tissue sampling and analysis, and related crop performance results.
8. Mutually Hold Harmless. Each party agrees to indemnify and hold harmless to the fullest extent allowed by law, the other party from and against any and all claims, damages, losses, and expenses (including Attorney's fees) arising out of or resulting from its acts and the acts of its agents and employees in performance of this agreement. Further, each party shall maintain a policy or policies of insurance sufficient in coverage and amount to pay any judgments or related expenses resulting from or in conjunction with any such claims. Each party agrees that it will be responsible for its own acts and omissions and the results of its own acts and omissions, and shall not be responsible for the acts or omissions of the other party. The parties agree to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this Agreement, including acts or omissions by each party's own agents or employees related to this Agreement. Liability includes any claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from performance of the Agreement that results in any claim for damage whatsoever including any bodily injury, sickness, disease, property, including any resulting loss of use.
9. Employees. Employees of the City shall continue to be employees of the City in performing terms of the Agreement and at no time shall they be deemed employees of the Contractor. Employees of the Contractor shall continue to be employees of the Contractor in performing terms of the Agreement and at no time shall they be deemed employees of the City.
10. County Zoning Regulations. Nothing in the Agreement shall be construed to supersede any County Zoning Regulations now in affect or adopted hereafter. If

any portion of the Agreement conflicts with the County Zoning Regulations now in effect or adopted hereafter, that portion of the Agreement shall be void, but all other conditions of the Agreement shall survive.

11. Amendments. Any amendments to this Agreement must be made in writing and signed by both parties to the Agreement.

This Agreement becomes effective, by agreement of the parties,

EXECUTED THIS 14th day of January, 2020, by the City of Fremont, Nebraska,

CITY OF FREMONT

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

NE-IA AGRONOMICS, LLC

Scott Nunn

ATTEST:

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: January 14, 2020

SUBJECT: Deed of Reconveyance completing CDBG Loan payments(s): Kudrna, 1236 N. Platte Ave.

Recommendation: Authorize the Mayor to sign Deed(s) of Reconveyance

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

DOCUMENT#: **201106204**
Recorded 12-30-2011 at 9:48 AM
Carol Givens, Register of Deeds
DODGE COUNTY NE
Pages: 3 Fee: \$15.50

***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 December 20, 2011.

The Trustor is Launa J Kudrna, 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, Fremont, NE 68025

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

Lot 7, Except the South 3 feet of the West 83.7 feet, Fremont Homes, a subdivision of Block 5, Umstead's Addition to the City of Fremont as surveyed, platted and recorded in Dodge County, Nebraska

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

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

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

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

BORROWERS AND LENDER AGREE AS FOLLOWS:

1. Borrowers shall pay when due, the principal and interest as provided in said Note.
2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due.
3. Borrowers shall pay all general real estate taxes and special assessments against the property before the same become delinquent.
4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrowers a notice identifying the lien and Borrowers shall satisfy the lien within ten (10) days.

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

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

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

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

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

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

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

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

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

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

13. Upon acceleration under paragraph 12 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to

collect the rents of the property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this security instrument.

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

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

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

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

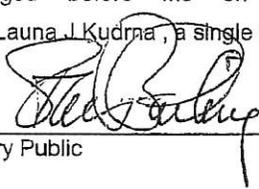
18. Borrowers request that copies of all notices provided herein be sent to Borrowers' address, which is 1236 North Platte Avenue, Fremont, NE 68025.

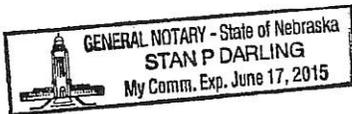
IN WITNESS WHEREOF, the Borrowers have signed this Agreement.


Launa J Kudrna

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on this 22nd day of December, 2011 by Launa J Kudrna, 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 Launa J. Kudrna, as Trustor(s) to Michael T. Brogan as Trustee, for the benefit of the City of Fremont as beneficiary dated December 22, 2011, and recorded on December 30, 2011, in the Office of the Register of Deeds of Dodge County, Nebraska recorded at Document #: 201106204, has been paid, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed and delivered as confirmed by its endorsement below.

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

Lot 7, Except the South 3 feet of the West 83.7 feet, Fremont Homes, a subdivision of Block 5, Umstead's Addition to the City of Fremont as surveyed, platted and recorded in Dodge County, Nebraska

Dated: _____

By: _____
Michael T. Brogan, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF MADISON)

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

Witness my hand and seal:

Notary Public

REQUEST FOR RECONVEYANCE

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

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

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

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

Witness my hand and seal:

Notary Public

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: January 14, 2020

SUBJECT: Keno Operator Contract

Recommendation: Move to approve Resolution 2020-005

Background: The Keno operator agreement with EHVP Lottery Services LLC dba Big Red Keno expires February 25, 2020. This renewal will extend the contract for five years. There are no known issues with the current operator. Keno revenues have increased since 2015; 2019 revenues have surpassed 2015 revenues by more than 25%. Fremont has interlocal agreements with, Inglewood, Kennard and Cedar Bluffs, and we receive a portion of their Keno Revenues.

Fiscal Impact: revenue goes to Keno Fund, which is used primarily for property tax relief.

RESOLUTION NO. 2015-035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, EXTENDING THE TERM OF THE FREMONT LOTTERY OPERATOR AGREEMENT FOR A FIVE YEAR PERIOD ENDING FEBRUARY 25, 2020.

WHEREAS, The City of Fremont (City) has established a Keno Lottery, pursuant to law, which is operated, pursuant to contract, by EHPV Lottery Services LLC (Big Red Keno); and,

WHEREAS, Big Red Keno has requested an extension of said contract and remains in good standing with the City of Fremont

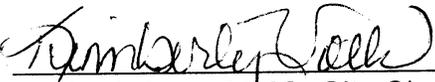
IT IS THEREFORE RESOLVED, that the term of the Fremont Lottery Operator Agreement is extended through February 25, 2020.

PASSED AND APPROVED THIS 24TH DAY OF FEBRUARY, 2015.



Scott Getzschman, Mayor

ATTEST:



Kimberly Volk, MMC, City Clerk



RESOLUTION NO. 2020-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, EXTENDING THE TERM OF THE FREMONT LOTTERY OPERATOR AGREEMENT FOR A FIVE YEAR PERIOD ENDING FEBRUARY 25, 2025.

WHEREAS, The City of Fremont (City) has established a Keno Lottery, pursuant to law, which is operated, pursuant to contract, by EHPV Lottery Services LLC (Big Red Keno); and,

WHEREAS, Big Red Keno has requested an extension of said contract and remains in good standing with the City of Fremont,

IT IS THEREFORE RESOLVED, that the term of the Fremont Lottery Operator Agreement is extended through February 25, 2025.

PASSED AND APPROVED THIS 14th DAY OF JANUARY, 2020.

Scott Getzschman, Mayor

ATTEST

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Director of Public Works

DATE: January 14, 2020

SUBJECT: Authorize Mayor to Sign Banner Permit with the Nebraska Department of Transportation (NDOT).

Recommendation: Approve Resolution 2020-006

Background: The City of Fremont annually submits a banner permit to the NDOT for permission to place a banner over any highways in City Limits. This would primarily apply to Broad Street/Hwy 77. This is not an application for a specific date or event, as this application covers the entire year of 2020 whether the City places a banner or not.

The Utility and Infrastructure Board approved recommending approval by the City Council to authorize the Mayor to sign the permit.

Fiscal Impact: Submittal of the document carries no fiscal responsibilities.

Comprehensive Annual Banner Application

and

Banner Permit

Applicant: *(Name and Address)*

Date: _____

Phone: _____

Fax No.: _____

Email: _____

Purpose of Application:

It is the City or Village's desire to obtain permission from the Nebraska Department of Transportation (NDOT) to install banners within the state highway right of way during calendar year _____. The banners erected will be for the following purposes:

1. to announce plans for upcoming events, or,
2. to promote community pride and spirit, or,
3. to serve as a non-message decoration.

NDOT Authority:

Neb. Rev. Stat. 39-1359 provides the Department authority to control the use or occupancy of state highway right-of-way. Section 39-1359 states as follows: "The rights-of-way acquired by the department shall be held inviolate for state highway and departmental purposes and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of the department."

Criteria for Placement, Restrictions and Limitations, and Permit Requirements:

The City or Village affirms and declares that they accept and will abide by the NDOT Banner Policy, dated July 1, 2005. The NDOT, by approving the City or Village's application, does so on the basis of the City or Village's affirmation and declaration.

Cancellation/Revocation of Permit:

The permit issued by the NDOT may be cancelled or revoked when the NDOT has actual knowledge that the City or Village has failed to comply with the provisions of this permit. In the event that the City or Village has failed to remove any banners upon request by the NDOT, the NDOT reserves the right to remove any or all banners at the expense of the Village or City.

City or Village

Title of Representative

By (Printed Name)

Nebraska Department of Transportation

Signature

District Engineer Approval

Date

RESOLUTION NO. 2020-006

A Resolution of the City Council of the City of Fremont, Nebraska authorizing Mayor to sign Comprehensive Annual Banner Permit with the Nebraska Department of Transportation, (NDOT).

WHEREAS, The City of Fremont wishes to renew the Comprehensive Annual Banner Permit with the NDOT; and

WHEREAS, The Comprehensive Annual Banner Permit is not date specific, but authorizes the City to place a banner over a State Highway if the need should arise.

WHEREAS, The Utility and Infrastructure Board recommended approval by the City Council to authorize the Mayor to sign the permit.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council authorize the Mayor to sign Comprehensive Annual Banner Permit with the Nebraska Department of Transportation, (NDOT).

PASSED AND APPROVED THIS 14 DAY OF JANUARY, 2020

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shelly Holzerland, Communications Director
DATE: January 14, 2020
SUBJECT: Upgrade of VIPER 911 system

Recommendation: Approve resolution 2020-007 to enter in to a contract with CenturyLink to upgrade the VIPER 911 system

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

Fiscal Impact: this is a budgeted expense. The PSAP has "set aside" funds from the wireless 911 funding it receives from the state. \$54,697.00 will be paid from the set-aside funds. Total funding amount is \$124,534.96

This project is part of the combined city/county PSAP. This will be split 50/50 with Dodge County, in accordance with the Interlocal agreement.



Customer: Fremont/Dodge County Communications
Quote #: NE-41375
Project Name: Multinode Viper Upgrade
Created On: 11/14/2019
Expiration Date: 1/13/2020
Account Manager: John Drury
Sales Engineer: Steve Deloach

Customer Notes:

This quote is for a Dodge County Multi-Node Viper. 4 Positions. Existing SMOM Phones will be reused. M1K Interface included for Shoretel Interface. County will utilize E-CATS for Statewide MIS.

Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
LOCATION: Fremont/Dodge County Communications					
Materials					
912817/BB	7 Foot Cabinet Prebuilt Building Block	\$ 23,928.57	1	\$ 23,928.57	
912890/BB	Media Kit Prebuilt Building Block	\$ -	1	\$ -	
912800	VIPER Gateway Shelf	\$ 730.71	2	\$ 1,461.42	
912801	CAMA Interface Module (CIM)	\$ 1,985.48	2	\$ 3,970.96	
912811/U	Application Server Position Access License Upgrade	\$ -	5	\$ -	
912812/U	PBX Access License Upgrade	\$ -	4	\$ -	
C10036	Power Cord Cable with A/C twist lock connector	\$ 178.57	3	\$ 535.71	
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	\$ 2,619.05	2	\$ 5,238.10	
914121/1	IWS Workstation - Software and Configuration	\$ 325.00	4	\$ 1,300.00	
P10097	23" LED Backlit Monitor	\$ 500.00	4	\$ 2,000.00	
911801	A9C G3, Desk Mounting Kit	\$ 143.93	4	\$ 575.72	
911809	A9C G3, Call Handling Accessories	\$ 391.19	4	\$ 1,564.76	
911810-1	A9C G3 : Bundle	\$ 4,192.38	4	\$ 16,769.52	
911785	Position Image - Power Station Gen3	\$ 73.81	1	\$ 73.81	
917310/U	ePrinter Software Upgrade	\$ -	1	\$ -	
ITXTOTF2	TXT29-1-1 P911 Integrated One-time-fee per PSAP (1-4 seats)	\$ 1,488.10	1	\$ 1,488.10	
P10063	ITS Equipment	\$ 2,232.14	1	\$ 2,232.14	
914961	IWS Server RACK - Type B	\$ 10,232.14	1	\$ 10,232.14	
914956	1U Keyboard/LCD/Trackball/8-Port KVM	\$ 2,142.86	1	\$ 2,142.86	
P10114/R	Backup Disk Solution for Windows Server (Rack-Mount)	\$ 4,047.62	1	\$ 4,047.62	
QBOM INSTALL MAT	Misc Cables and Connectors	\$ 1,190.48	1	\$ 1,190.48	
CF389A#BGJ	Laser Jet Printer	\$ 508.17	1	\$ 508.17	
GP933-NG911	GPS/GNSS Command Center Package - up to 4 networks	\$ 8,171.13	1	\$ 8,171.13	
912871/BB	Mediant 1000B Prebuilt Building Block	\$ 2,404.76	1	\$ 2,404.76	
912870/1T1	Mediant 1000 Spare Part Digital Voice Module Single Span	\$ 2,940.48	1	\$ 2,940.48	
912870/LIC	Mediant 1000 Access License (per Chassis)	\$ 6,919.64	1	\$ 6,919.64	
913100/U	Power 911 Client Access License Upgrade	\$ -	4	\$ -	
913152/U	Power 911 Add-on Recorder for Radio Upgrade	\$ -	4	\$ -	
913202/U	Power 911 Server Access License Upgrade	\$ -	4	\$ -	
913152/CD	ITRR Media Kit	\$ -	1	\$ -	

914148	Firewall Appliance	\$ 1,607.14	1	\$ 1,607.14	
914148/CD	Call Handling Firewall - Media Set	\$ 119.05	1	\$ 119.05	
Miscellaneous Fees					
DISCOUNT MNTC	Maintenance Discount	\$ (25,000.00)	1	\$ (25,000.00)	
Implementation					
QINTR-WEST SAFETY SOLUTIONS, CORP.	Integration	\$ 15,175.48	1	\$ 15,175.48	
950853	Back Room Equipment Staging - Per Cabinet	\$ 2,083.33	1	\$ 2,083.33	
950852	Front Room Equipment Staging - Per Position	\$ 297.62	4	\$ 1,190.48	
950104	Professional Services (per Day)	\$ 1,785.71	7	\$ 12,499.97	
960575	Living Expense per Day per Person	\$ 238.10	9	\$ 2,142.90	
960580	Travel Fee per Person	\$ 1,488.10	1	\$ 1,488.10	
950510	Project Management Services	\$ 2,380.95	1	\$ 2,380.95	
Shipping and Handling					
Shipping & Handling	Shipping & Handling	\$ 1,151.44	1	\$ 1,151.44	
				Location Sub-Total \$	114,534.93
LOCATION: Fremont/Dodge County Communications -Training - Required When Migrating To GUI3					
Implementation					
960780	Power 911 Administrator Training	\$ 1,785.71	1	\$ 1,785.71	
960801	Power 911 User Training	\$ 1,785.71	1	\$ 1,785.71	
960575	Living Expense per Day per Person	\$ 238.10	4	\$ 952.40	
960580	Travel Fee per Person	\$ 1,488.10	1	\$ 1,488.10	
P10087	CCS Training	\$ 1,785.71	1	\$ 1,785.71	
960575	Living Expense per Day per Person	\$ 238.10	3	\$ 714.30	
960580	Travel Fee per Person	\$ 1,488.10	1	\$ 1,488.10	
				Location Sub-Total \$	10,000.03

Annual Maintenance Years 1-5				
Centurion Maintenance	Vendor Support	Year	TOTAL	
\$7,970.64	\$12,466.67	1	\$20,437.31	12
\$7,970.64	\$8,800.00	2	\$16,770.64	12
\$7,970.64	\$8,800.00	3	\$16,770.64	12
\$7,970.64	\$8,800.00	4	\$16,770.64	12
\$7,970.64	\$8,800.00	5	\$16,770.64	12
SUBTOTAL			\$87,519.87	60

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for Customer Representative:

Customer Signature: _____

Job Title: _____

Date: _____

CenturyLink Representative: _____

CenturyLink Signature: _____

Job Title: _____

Date:

RESOLUTION NO. 2020-007

A Resolution of the City Council of the City of Fremont, Nebraska, to approve contract with CenturyLink to upgrade the VIPER 911 system.

WHEREAS, The 911 VIPER hardware and software has been in place 6 years;
and,

WHEREAS, the performance of the equipment is crucial to public safety; and,

WHEREAS, an upgrade of the existing hardware/software will keep the 911 system working at peak performance.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont accept and authorize staff to sign the contract with CenturyLink to perform the necessary upgrades of the VIPER 911 system at a cost of \$124,534.96

PASSED AND APPROVED THIS 14th day of January, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer McDuffee, Director of Human Resources
DATE: January 14, 2020
SUBJECT: Appointment of Police Sergeant

Recommendation: Move to appoint Dominic Savio as Police Sergeant per Mayor recommendation.

Background: A sergeant's position is open, so the Civil Service provided list of qualified candidates to the Mayor.

Fiscal Impact: None, position is included in approved budget.



400 East Military Avenue, Fremont, NE 68025-5141

December 27, 2019

Honorable Mayor and City Council
City of Fremont
Fremont, NE 68025

Dear Mayor and City Council:

The Civil Service Commission certifies the following top three candidates are eligible for appointment to one Police Sergeant vacancy in the Fremont Police Department.

Dominic Savio
Jesse Headid
Adam Macpherson

Fremont, NE
Cedar Bluffs, NE
Omaha, NE

Relevant experience, education, and training were evaluated to assess the suitability of the applicants for the vacancy.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen F. Tellatin", is written over a faint, circular watermark or background.

Stephen F Tellatin
Civil Service Commission



STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Tyler Ficken, City Clerk
DATE: January 14, 2020
SUBJECT: Nuisance Lien Atlantica, LLC

Recommendation: Move to approve the Resolution 2020-008

Background: Owner has been billed for work completed by the Street Department as ordered by the Building Department. The bill remains unpaid after two months. State Statute allows the City of file a lien against the property. Owners on record when the work was completed as follows:

Owner	Location	Amount
Atlantica, LLC	Northside, Lot 13 Block 4	\$271.95

Fiscal Impact: +\$271.95

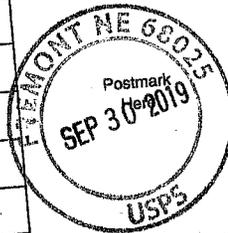
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OFFICIAL USE

7011 1570 0002 0374 0341
THEO H2EO 2000 025T FT02

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To Atlantica LLC
Street, Apt. No. or PO Box No. 18201 Cypress Plaza
City, State, ZIP+4 Jacksonville FL 32256
PS Form 3800, August 2006 See Reverse for Instructions

RESOLUTION NO. 2020-008

A Resolution of the City Council of the City of Fremont Nebraska, levying a special tax and assessment in the amount of \$271.95 against Lot 13, Block 4, Northside to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: Atlantica, LLC) to pay the costs of weed and debris removal and assessment.

Whereas, the Chief Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as Lot 13, Block 4, Northside to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska in Dodge County, Nebraska, and

Whereas, the City Council, under the direction of the Chief Building Inspector, ordered the nuisance removed and directed the owner and/or occupant be billed the actual cost of employee and equipment hours spent removing the nuisance, and

Whereas, the cost of removing said nuisance has been properly billed and remains unpaid after two months from the billing date.

NOW THEREFORE BE IT RESOLVED: There is hereby levied and charged against Lot 13, Block 4, Northside to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: Atlantica, LLC) in Dodge County, Nebraska, a special assessment in the amount of \$271.95 to pay the cost of nuisance removal and assessment.

PASSED AND APPROVED THIS 14TH DAY OF JANUARY, 2020.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

STAFF REPORT

TO: Utility & Infrastructure Board
FROM: Dean Kavan, Stores Supervisor
DATE: January 14, 2020
SUBJECT: Purchase of 2020 Ford F-150 4x4 crew cab Pickup Truck

Recommendation: Approve Resolution 2020-009

BACKGROUND:

The Warehouse has budgeted funds for a pickup truck. This new truck will replace a 2006 pickup truck.

Staff recommends purchasing a 2020 Ford F-150 4x4 crew cab truck through the State of Nebraska purchasing contract from Diers Ford. The 2020 Ford F-150 4x4 crew cab truck from Diers Ford is \$30,425.00 before tax.

The Utility and Infrastructure Board recommends approval of the purchase by City Council.

FISCAL IMPACT: FY 2019-2020 Capital Budget Expenditure of \$30,425.00 (before tax).

F-150 Crew Cab White
 3.5 eco boost Auto 4x4
 Cloth interior
 Electric windows, locks, cruise
 Trailer hitch & controller
 Back up camera & alarm
 rhino lining in box

BID SUMMARY

	Company	Diers Ford	Steffy's Ford	Sid dillon Ford
Address				
City, State, Zip		Fremont, NE	Fremont, NE	Fremont, NE
E-mail address		Gordy	Lonnie	Ron
Item #1				
Item #2				
Item #3				
Item #4				
Item #5				
Item #6				
TOTAL BID		\$ 30,425 *	30,698	34,723

For Truck #(if applicable) _____



 Authorized Signature

Ⓢ

RESOLUTION NO. 2020-009

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Fremont Department of Utilities Staff to purchase a 2020 Ford F-150 4X4 crew cab pickup truck from Diers Ford on the State of Nebraska Contract #08-344L in the before tax amount of \$30,425.00.

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

WHEREAS, Staff has determined that the best value is to purchase a 2020 Ford F-150 4x4 crew cab pickup truck through the State of Nebraska purchasing contract #08-344L for \$30,425.00; and

NOW, THEREFORE BE IT RESOLVED, that the City Council accept the recommendation of the Utility & Infrastructure Board to authorize the Department of Utility staff to purchase a 2020 Ford F-150 4x4 crew cab pickup truck from Diers Ford, through the State of Nebraska purchasing contract #08-344L in the before tax amount of \$30,425.00.

PASSED AND APPROVED THIS 14th DAY OF JANUARY, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Keith Kontor, Water-Wastewater Superintendent
DATE: January 14, 2020
SUBJECT: Purchase Jet Truck

Recommendation: Accept recommendation from Utility and Infrastructure Board to approve resolution 2020-010 to purchase a new Jet Truck from Mid-Iowa Solid Waste Equipment.

Background: The Fremont Water/Sewer department has evaluated different jet trucks to see which would best fulfill the needs of the department. Following evaluation of the equipment, the 800-HPR-ECO truck mounted high pressure sewer cleaner was selected. This truck will replace a 2000 Mid-Iowa Jet Truck. Pricing was obtained using NJPA/Sourcewell. The cost for the equipment is \$228,487.92.

Sourcewell Contract # 122017-SCA

List price 800-HPR-ECO	\$156,636.00
Discount	\$ 4,699.08
List Price Freightliner Chassis	\$119,344.00
Discount	\$ 44,949.00
Freight & Delivery	\$ 2,156.00
Total Cost	\$228,487.92

Fiscal Impact: Budgeted

RESOLUTION NO. 2020-010

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the staff to execute a contract with Mid-Iowa Solid Waste Equipment to purchase a 800-HPR-ECO truck mounted High pressure Sewer Cleaner (Jet Truck) for \$228,487.92

WHEREAS, The City of Fremont will purchase a 800-HPR-ECO Jet truck from Mid-Iowa Solid Waste Equipment using the Sourcewell contract # 122017-SCA; and,

WHEREAS, The Utility and Infrastructure Board recommends authorizing staff to execute a purchase agreement with Mid-Iowa Solid Waste Equipment for a 800-HPR-ECO jet truck.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont accept the recommendation of the Utility and Infrastructure Board and authorize staff to execute a purchase agreement with Mid-Iowa Solid Waste Equipment for a 800-HPR-ECO Jet truck for \$228,487.92.

PASSED AND APPROVED THIS 14th DAY OF JANUARY, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Troy Schaben, Assistant City Administrator – Utilities
DATE: January 14, 2020
SUBJECT: Sanitary Sewer Connection Fee Policy

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

Background:

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

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

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

Fiscal Impact:

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

October 15, 2019

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

RE: Sewer Line Extension Policy

Dear Brian:

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

Background

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

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

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

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

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

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

Purpose and Approach

The purpose of this project was to:

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

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

Comparable Municipality Analysis

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

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

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

Table 1
Comparison of Sewer Connection Policies

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

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

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

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

Cost of Service Analysis

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

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

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

Table 2
Projected Monthly Margin
New Residential Customer

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

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

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

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

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

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

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

Multi-Lot Development Waiver

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

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

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

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

Table 4
Projected Margin Analysis
Multiple-Lot Development

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

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

Written Policy

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

Mr. Brian Newton
October 15, 2019
Page 7

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

Sincerely yours,



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

Attachment

ATTACHMENT 1 – PROPOSED ORDINANCE

ORDINANCE NO. 5512

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

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

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

Sec. 3-230. – Municipal Sewerage System; charge and considerations for connections

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

- (1) The owner of the premises from which the connection is to be made shall pay to the City a tap fee (listed in the Master Fee Schedule) for connection of the premises to the sewer system.
- (2) If abutting the property there is an existing public sewer laid according to the specifications of the City of Fremont and (a) the property has not previously been included within an improvement district created for the purpose of construction of the sewer; (b) no part of the cost of construction of the sewer has been paid by the owner or previous owner(s) of the property (the cost of construction shall not include the furnishing of a right-of-way or payment of general taxes or sewer charges); and (c) the property is adjacent to, but not within the City's corporate limits; then no permit shall be issued until the property owner files a petition to voluntarily annex the property into the City and there is paid a fee (listed in the Master Fee Schedule) per running foot of the premises abutting the street or alley in which the sewer is located. This fee shall be in addition to the tap fee set out in paragraph (1).
- (3) If there is no public sewer abutting the property, the connection charge shall be the estimated assessable cost for installing a public sewer in front of the property plus the tap fee set out in paragraph (1) and if the property is adjacent to, but not within the City's corporate limits, the property shall file a petition to voluntarily annex the property into the City. Assessable costs shall be determined by the Mayor and City Council upon the recommendation of the City Engineer and the City Administrator.
- (4) If a developer proposes to connect four or more services to the City sewer system, the frontage fee in the Master Fee Schedule will be waived if all of the following conditions are met:

- a. The developer constructs all sewer facilities between the City's existing main and the individual premises in accordance with the City's construction standards and turns those facilities over to the City upon their completion.
- b. The developer makes a single tap into an existing City sewer main that has adequate capacity to serve the new customers.
- c. The developer pays for the actual cost of tapping the City's existing main.
- d. If the development is adjacent to, but not within the City's corporate limits, the developer shall file a petition to voluntarily annex the development into the City.

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

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2019.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Outside City Limits	\$70.00	Same
Sewer Frontage Connection Fee (Residential)	\$16 x Actual Frontage in Feet (Maximum 75')	NEW
Service Call Fees - working day	Fremont	Suggested
Restore Service	\$55.00	\$90.00
Water Service Blowout Fee	\$200.00	Same
Frozen Meter 5/8"	\$40.00	Same
Frozen Meter 3/4"	\$55.00	Same
Frozen Meter 1"	\$90.00	Same
Frozen Meter 1-1/2" or Larger	at cost	\$150.00
Private Hydrant Check	\$94.00	\$100.00
Smoke Test	\$10.00	\$30.00
Service Call Fees - after hours	Fremont	Suggested
Restore Service	\$55.00	\$100.00
Water Service Blowout Fee	\$200.00	\$250.00
Frozen Meter 5/8"	\$40.00	\$90.00
Frozen Meter 3/4"	\$55.00	\$100.00
Frozen Meter 1"	\$90.00	\$140.00
Frozen Meter 1-1/2" or Larger	at cost	Same
Fire lines (One Time Charge in Addition to Tap Fee)	Fremont	Suggested
1-1/2"	\$60.00	\$100.00
2"	\$60.00	\$100.00
3"	\$120.00	\$180.00
4"	\$300.00	\$450.00
6"	\$600.00	\$850.00
8"	\$900.00	\$1,100.00
10"	\$1,200.00	\$1,500.00
12"	\$1,600.00	\$1,800.00
Fire Hydrant Flow Test Fee	\$225.00	\$250.00
Compost Fee	Fremont	Suggested
Pick-Up / Single Axle Trailer	\$10.00	Same
All Other Trucks / Trailers (per bucket load)	\$10.00	Same
Sludge Fee (per 1000 Gallons)	Fremont	Suggested
Septic's	\$25.00	Same
Other Systems	\$25.00	Same
Natural Gas System	Fremont	Suggested
Gas Department will extend first 75' of Gas Service at no charge	\$0.00	Same
Gas Department will extend first 100' of Gas Main at no charge	\$0.00	Same
Service Line Installation 1/2 to 1" (Over 75')(per ft.)	\$15.00	Same
Service Line Installation over 1" (Over 75')	price quoted upon request	
2" Main Installation (over 100') Labor Only / Does not include cost Materials)(per ft.)	\$15.00	Same
4" Main Installation (over 100') Labor Only / Does not include cost Materials)(per ft.)	\$20.00	Same
6" Main Installation (over 100') Labor Only / Does not include cost Materials)(per ft.)	\$25.00	Same

ORDINANCE NO. 5512

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

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

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

Sec. 3-230. - Municipal Sewerage System; charge and considerations for connections ~~outside City.~~

The City shall charge and collect fees for sanitary sewer connections to the public sewer ~~for properties outside the corporate limits~~ of the City:

- (1) ~~The owner of the premises from which the connection is to be made shall pay to the City a tap fee (listed in the Master Fee Schedule) for connection of the premises to the sewer system. The owner of the premises from which the connection is to be made shall pay to the City a tap fee (listed in the Master Fee Schedule) for connection of the premises to the sewer system.~~

- (2) If, abutting the property, there is an existing public sewer laid according to the specifications of the City of Fremont and (a) the property has not previously been included within an improvement district created for the purpose of construction of the sewer; (b) no part of the cost of construction of the sewer has been paid by the owner or previous owner(s) of the property (the cost of construction shall not include the furnishing of a right-of-way or payment of general taxes or sewer charges); and (c) the property is adjacent to, but not within the City's corporate limits; then no permit shall be issued until the property owner files a petition to voluntarily annex the property into the City and there is paid a fee (listed in the Master Fee Schedule) per running foot of the premises abutting the street or alley in which the sewer is located. This fee shall be in addition to the tap fee set out in paragraph (1), for which the property owner has paid the assessable cost, there will be a connection charge for each connection; if the property owner has not paid the assessable cost, there will be an additional charge for each connection; if the public sewer has been installed by the City at its own expense without

~~assessment of the property, the connection charge shall be the estimated assessable cost plus an additional fee for each connection.~~

(3) If there is no public sewer abutting the property the connection charge shall be the estimated assessable cost for installing a public sewer in front of the property plus the tap fee set out in paragraph (1)an additional charge for any connection. and if the property is adjacent to, but not within the City's corporate limits, the property shall file a petition to voluntarily annex the property into the City. Should a public sewer abutting the property be subsequently installed and costs assessed to the property, the property owner may request and receive credit against the assessable cost for that portion of the connection charge for each connection. Assessable costs shall be determined by the Mayor and City Council upon the recommendation of the City Engineer and the City Administrator.

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

- a. The developer constructs all sewer facilities between the City's existing main and the individual premises in accordance with the City's construction standards and turns those facilities over to the City upon their completion.
- b. The developer makes a single tap into an existing City sewer main that has adequate capacity to serve the new customers.
- c. The developer pays for the actual cost of tapping the City's existing main.
- d. If the development is adjacent to, but not within the City's corporate limits, the developer shall file a petition to voluntarily annex the development into the City.

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

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

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

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

(Ord. No. 5401, 5-30-17)

ORDINANCE NO. 5512
Option B Language

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

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

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

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

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

- (1) The owner of the premises from which the connection is to be made shall pay to the City a Tap Fee (listed in the Master Fee Schedule), which is approved by the City Council for connection of the premises to the sewer system.
- (2) The owner of the premises from which the connection is to be made shall also pay to the City a City Sewer Connection Fee (listed in the Master Fee Schedule) per running foot of the premises abutting the street or alley in which the sewer is located. This fee shall be in addition to the Tap Fee set out in paragraph (1). The following conditions apply:
 - (a) If there is a public sewer line abutting the property, and that existing public sewer line was laid according to the specifications of the City of Fremont, and the property has been previously been included within an Improvement District created for the purpose of construction of the sewer, no Sewer Connection Fee will apply;
 - (b) If some part of the cost of construction of an abutting sewer line has been paid by the owner or previous owner(s) of the property (the cost of construction shall not include the furnishing of a right-of-way or payment of general taxes or sewer charges), then no Sewer Connection Fee will apply;
 - (c) But for the provisions of paragraph (3) below, if the property is adjacent to, but not within the City's corporate limits; then no permit shall be issued to Tap or Connect to the City sewer until the property owner files a petition to voluntarily annex the property into the City and the pays the Sewer Connection Fee per running foot of the premises abutting the street or alley in which the sewer is located as listed in the Master Fee Schedule. This fee shall be in addition to the Tap Fee set out in paragraph (1);
 - (d) If there is no public sewer abutting the property, the connection charge shall be the estimated assessable cost for installing a public sewer in front of the property plus the Tap Fee set out in paragraph (1) and if the property is adjacent to, but not within the City's corporate limits, the property shall file a petition to voluntarily annex the property into the City.

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

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

(SF) lot includes a Duplex or Townhome

* or actual front footage x Master Fee Schedule footage rate, whichever is less

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

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

- (4) Any sewer connection fee charges collected for infrastructure that was placed and initially paid for by using alternative taxpayer funded sources, such as the LB840 economic development fund, are to be repaid/refunded back to the proper source fund for reuse to the maximum extent permitted by State Statute.
- (5) If a developer proposes to connect four or more services to the City sewer system, the frontage fee in the Master Fee Schedule will be waived if all of the following conditions are met:
- a. The developer constructs all sewer facilities between the City's existing main and the individual premises in accordance with the City's construction standards and turns those facilities over to the City upon their completion.
 - b. The developer makes a single tap into an existing City sewer main that has adequate capacity to serve the new customers.
 - c. The developer pays for the actual cost of tapping the City's existing main.
 - d. If the development is adjacent to, but not within the City's corporate limits, the developer shall file a petition to voluntarily annex the development into the City.

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

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

PASSED AND APPROVED THIS DAY OF _____, 2019.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

ORDINANCE NO. 5512
Option C Language

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

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

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

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

- (1) The owner of the premises from which the connection is to be made shall pay to the City a Tap Fee (listed in the Master Fee Schedule), which is approved by the City Council for connection of the premises to the sewer system.
- (2) The owner of the premises from which the connection is to be made shall also pay to the City a City Sewer Connection Fee (listed in the Master Fee Schedule) per running foot of the premises abutting the street or alley in which the sewer is located. This fee shall be in addition to the Tap Fee set out in paragraph (1). The following conditions apply:
 - (a) If there is a public sewer line abutting the property, and that existing public sewer line was laid according to the specifications of the City of Fremont, and the property has been previously been included within an Improvement District created for the purpose of construction of the sewer, no Sewer Connection Fee will apply;
 - (b) If some part of the cost of construction of an abutting sewer line has been paid by the owner or previous owner(s) of the property (the cost of construction shall not include the furnishing of a right-of-way or payment of general taxes or sewer charges), then no Sewer Connection Fee will apply;
 - (c) But for the provisions of paragraph (3) below, if the property is adjacent to, but not within the City's corporate limits; then no permit shall be issued to Tap or Connect to the City sewer until the property owner files a petition to voluntarily annex the property into the City and the pays the Sewer Connection Fee per running foot of the premises abutting the street or alley in which the sewer is located as listed in the Master Fee Schedule. This fee shall be in addition to the Tap Fee set out in paragraph (1);
 - (d) If there is no public sewer abutting the property, the connection charge shall be the estimated assessable cost for installing a public sewer in front of the property plus the Tap Fee set out in paragraph (1) and if the property is adjacent to, but not within the City's corporate limits, the property shall file a petition to voluntarily annex the property into the City.
- (3) To further encourage annexation of a Single Family residential property/lot type only, a Sewer Connection Cap Fee alternative is provided in lieu of the provisions stated in

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

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

(SF) lot includes a Duplex or Townhome

* or actual front footage x Master Fee Schedule footage rate, whichever is less

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

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

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

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

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

PASSED AND APPROVED THIS DAY OF _____, 2019.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Brian Newton, City Administrator
DATE: January 14, 2020
SUBJECT: Ordinance 5519 – sale of City property

Recommendations: 1) Move to hold final reading.

BACKGROUND: The City owns a portion of Lot 4 of the Nelson Business Park. This is the last parcel of property the City owns in the Nelson Business Park. Del Peterson & Associates is offering to purchase the City's property for \$160,000.

FISCAL IMPACT: \$160,000

PURCHASE AGREEMENT

Purchaser: Del Peterson Associates (hereinafter referred to as "Purchaser")

Date: 12/05/2019

Seller: The City of Fremont Nebraska, a Nebraska municipal corporation, (hereinafter referred to as "Seller")

The undersigned Purchaser agrees to purchase from Seller the property described as follows :

Property Address: Lot 4, of Nelsen Business Park, to the City of Fremont, Dodge County, Nebraska

Property Legal Description: Part of Lot 4, of Nelsen Business Park, to the City of Fremont, Dodge County, Nebraska, being described as follows: Beginning at the Southwest Corner of said Lot 4; thence N00°27'27"E (assumed bearing) on the West Line of said Lot 4, a distance of 73.16 feet to a point of curvature; thence northwesterly continuing on said West Line on a 532.50 foot radius curve to the left an arc distance of 170.62 feet to a point of reverse curvature, the chord of said curve bears N08°43'30"W 169.89 feet; thence northerly continuing on said West Line on a 467.50 foot radius curve to the right an arc distance of 149.85 feet to a point of tangency, the chord of said curve bears N08°43'30"W 149.21 feet; thence N00°27'27"E continuing on said West Line, a distance of 76.42 feet to a point on the West Right-of-Way Line of U.S. Highway No. 275, as previously described and recorded in Book 2005, page 0228, of the Dodge County Register of Deeds records; thence S86°00'00"E on said West Right-of-Way Line, a distance of 100.92 feet, thence S81 °36'18"E continuing on said West Right-of-Way Line, a distance of 411.49 feet; thence S27°30'16"E continuing on said West Right-of-Way Line, a distance of 449.43 feet to a point on the South Line of said Lot 4; thence N89°56'04"W on said South Line, a distance of 668.09 feet to the true point of beginning, containing 5.76 acres, more or less (the "Property"). (hereinafter referred to as the "Property")

Title Company, Escrow and Closing Agent: Title Company To Be Determined (hereinafter referred to as "Title Company")

- 1. Conveyance:** Provided that the seller (whether one or more) has good, valid and marketable title, in fee simple, Seller agrees to convey title to property to Purchaser or his nominee by warranty deed or free and clear of all liens, encumbrances or special taxes levied or assessed, except subject to all building and use restrictions, utility easements abutting the boundary of the property, and covenants now of record.

2. **Assessments:** Seller agrees to pay any assessments for paving, curb, sidewalk or utilities previously constructed, or ordered or required to be constructed by the public authority not yet assessed.

3. **Consideration:** Purchaser agrees to pay **One hundred sixty thousand dollars (\$160,00.00) DOLLARS** on the following terms: A Non-refundable deposit of **\$8,000.00** ("Deposit") is to be made payable to Title Company within 15 Days of the execution of this agreement by both parties, and the balance of **\$152,000.00** is to be paid at closing. In the event the Deposit is not made on or before the 15th day, this agreement is considered to be null and void at the option of the Seller, and neither party has any further obligation to the other.

4. **Taxes:** All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be treated as though all are current taxes, and, and those taxes shall be prorated as of the date of closing.

5. **Conveyance of Title:** Seller shall through Title Company furnish a current title insurance commitment or complete abstract of title to Purchaser as soon as practical. If title defects are found, Seller must cure them within **FIFTEEN (15) Days** prior to closing. If title defects are not cured by such date, the Purchaser may rescind this agreement and the Deposit shall be refunded. Closing date to be no later than **07/06/2020** and possession date shall be the **SAME AS DATE OF CLOSING**. The cost of any title insurance policies and endorsements shall be split equally between both parties.

6. **Escrow Closing:** Title Company shall be the closing and escrow agent and any closing and escrow charges shall be split equally between both parties.

7. **State Documentary Tax:** The State Documentary Tax on the deed shall be paid by the Purchaser.

8. **Insurance:** Any risk to the loss of the Property shall be borne by the Seller until title has been conveyed to the Purchaser.

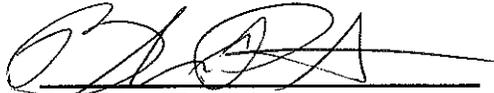
9. **Facsimile Authorizations:** Purchaser and Seller agrees that all documents relating to the sale of this property, including this offer, counteroffers and acceptances (1) may be transmitted by facsimile machine, email, or DocuSign, (2) shall be treated in all respects as originals, (3) signatures thereon shall be treated as original signatures and (4) shall be re-executed by both parties on an original form, if requested by either party.

10. **Modifications in Writing:** Any modifications of the terms of this agreement must be in writing and signed by all parties.

11. **Offer Expiration:** This offer to purchase is subject to acceptance by Seller on or before **12/20/2019** at **5:00pm** Purchaser acknowledges receipt of a signed copy of this offer to purchase.

(Signature Page to Follow)

Purchaser:
Del Peterson & Associates



Brandon Peterson

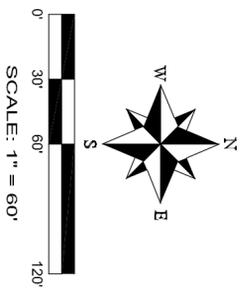
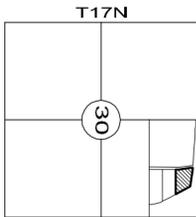
Seller:
City of Fremont, Nebraska

Name: _____

Title: _____

NELSEN BUSINESS PARK
 PART OF LOT 4, NELSEN BUSINESS PARK, AS PLATTED IN SECTION 30
 TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA

VICINITY SKETCH
 DODGE COUNTY
 NEBRASKA
 R9E



MORNINGSIDE

ROAD

BOULEVARD

BUD

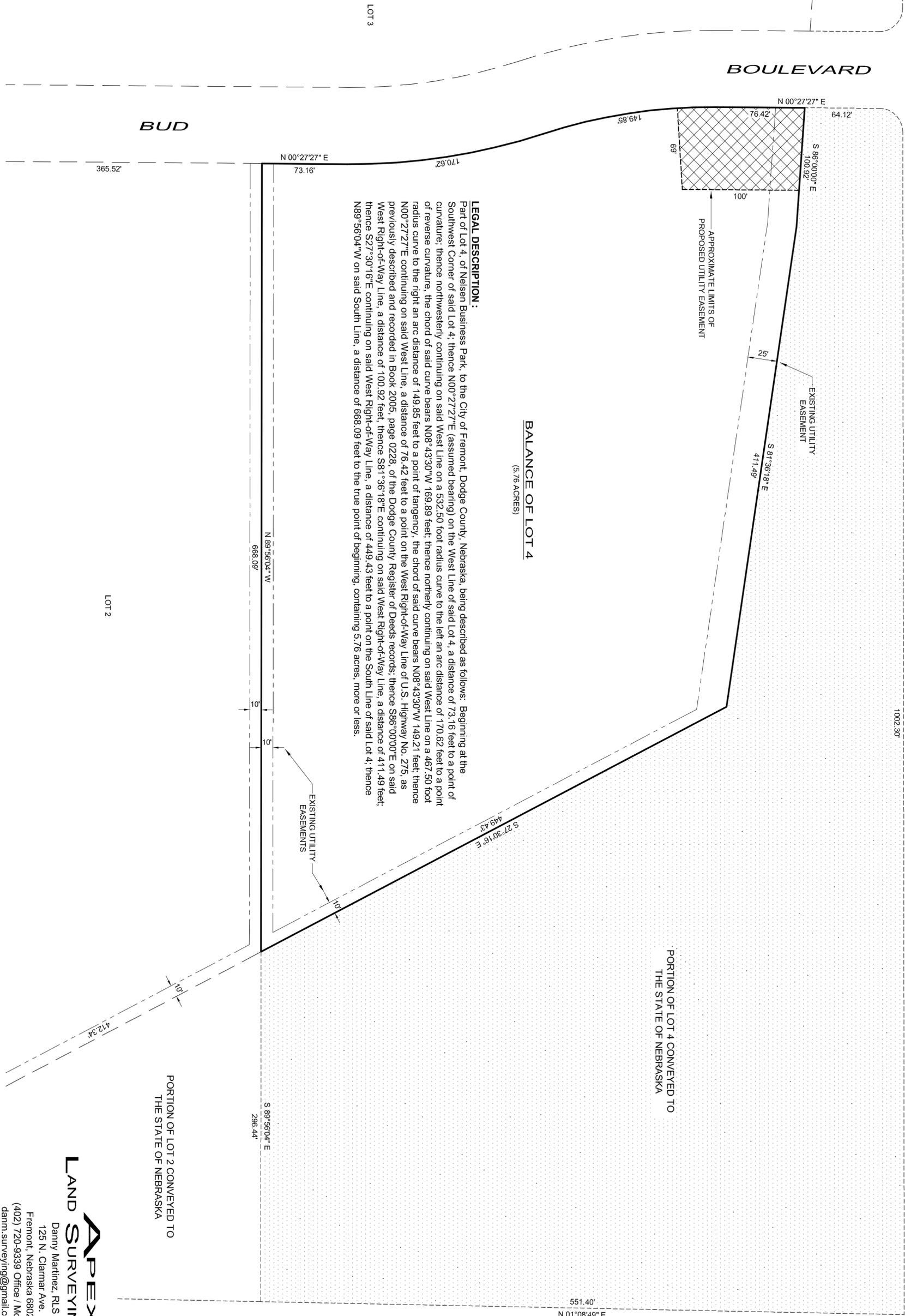
BALANCE OF LOT 4
 (5.76 ACRES)

LEGAL DESCRIPTION:
 Part of Lot 4, of Nelsen Business Park, to the City of Fremont, Dodge County, Nebraska, being described as follows: Beginning at the Southwest Corner of said Lot 4, thence N00°27'27"E (assumed bearing) on the West Line of said Lot 4, a distance of 73.16 feet to a point of curvature; thence northwesterly continuing on said West Line on a 532.50 foot radius curve to the left an arc distance of 170.62 feet to a point of reverse curvature, the chord of said curve bears N08°43'30"W 169.89 feet; thence northerly continuing on said West Line on a 467.50 foot radius curve to the right an arc distance of 149.85 feet to a point of tangency; the chord of said curve bears N08°43'30"W 149.21 feet; thence N00°27'27"E continuing on said West Line, a distance of 76.42 feet to a point on the West Right-of-Way Line of U.S. Highway No. 275, as previously described and recorded in Book 2005, page 0228, of the Dodge County Register of Deeds records; thence S86°00'00"E on said West Right-of-Way Line, a distance of 100.92 feet, thence S81°36'18"E continuing on said West Right-of-Way Line, a distance of 411.49 feet; thence S27°30'16"E continuing on said West Right-of-Way Line, a distance of 449.43 feet to a point on the South Line of said Lot 4; thence N89°56'04"W on said South Line, a distance of 668.09 feet to the true point of beginning, containing 5.76 acres, more or less.

PORTION OF LOT 4 CONVEYED TO THE STATE OF NEBRASKA

PORTION OF LOT 2 CONVEYED TO THE STATE OF NEBRASKA

U.S. HIGHWAY NO. 275



APEX
 LAND SURVEYING, LLC

Danny Martinez, RLS
 125 N. Clamar Ave.
 Fremont, Nebraska 68025
 (402) 720-9339 Office / Mobile
 danny.surveying@gmail.com

Client: City of Fremont		Sheet:	
Date: 11/25/2011	Project No.: 167-2019	Project:	
Scale: 1" = 60'	Drawing File: 05-FR-NelsenBusinessPark-L4.dwg		
Sheet: 1 of 1	Issue No.: 1		

NELSEN BUSINESS PARK

PART OF LOT 4, NELSEN BUSINESS PARK, AS PLATTED IN SECTION 30
 TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA

LAND APPRAISAL REPORT

File No.:

SUBJECT	Property Address: <u>Morningside Road and Bud Drive</u>		City: <u>Fremont</u>		State: <u>NE</u>		Zip Code: <u>68025</u>																																																																																																																																										
	County: <u>Dodge</u>		Legal Description: <u>Lot 4 Nelsens Business Park, 5.76 acres, S19 - T17 - R9 Dodge County, Nebraska</u>																																																																																																																																														
	Assessor's Parcel #: <u>270137779</u>		Tax Year: <u>2019</u>		R.E. Taxes: \$ <u>Exempt</u>		Special Assessments: \$ <u>0</u>																																																																																																																																										
	Market Area Name:		Map Reference: <u>23340</u>		Census Tract: <u>9638.00</u>																																																																																																																																												
ASSIGNMENT	Current Owner of Record: <u>City of Fremont</u>		Borrower (if applicable):																																																																																																																																														
	Project Type (if applicable): <input type="checkbox"/> PUD <input type="checkbox"/> De Minimis PUD <input type="checkbox"/> Other (describe)		HOA: \$		<input type="checkbox"/> per year		<input type="checkbox"/> per month																																																																																																																																										
	Are there any existing improvements to the property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		If Yes, indicate current occupancy:		<input type="checkbox"/> Owner		<input type="checkbox"/> Tenant <input type="checkbox"/> Vacant <input type="checkbox"/> Not habitable																																																																																																																																										
	If Yes, give a brief description: <u>This appraisal is for the possible sale of the discribed subject property.</u>																																																																																																																																																
MARKET AREA DESCRIPTION	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)																																																																																																																																																
	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective																																																																																																																																																
	Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)																																																																																																																																																
	Intended Use: <u>Possible sale</u>																																																																																																																																																
SITE DESCRIPTION	Intended User(s) (by name or type): <u>City of Fremont</u>		Client: <u>City of Fremont Nebraska</u>																																																																																																																																														
	Appraiser: <u>Jeffrey Quist</u>		Address: <u>400 East Military Fremont, Nebraska 68025</u>																																																																																																																																														
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Dimensions: <u>Irregular</u>		Site Area: <u>5.76 Acres</u>																																																																																																																																															
Zoning Classification: <u>GC</u>		Description: <u>General commercial</u>																																																																																																																																															
Do present improvements comply with existing zoning requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No Improvements																																																																																																																																																	
Uses allowed under current zoning: <u>Apartments, offices, recreational business, small custom businesses, etc.</u>																																																																																																																																																	
Are CC&Rs applicable? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		Have the documents been reviewed? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																																																															
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Highest & Best Use as improved: <input type="checkbox"/> Present use, or <input checked="" type="checkbox"/> Other use (explain) <u>This property is in transition from farm to commercial use. This creates a higher and better use.</u>																																																																																																																																																	
Actual Use as of Effective Date: <u>Bare ground</u>		Use as appraised in this report: <u>Possible sale for development</u>																																																																																																																																															
Summary of Highest & Best Use: <u>This report is to determine the Market Value for the unimproved property. The properties in this report have been in row crop production & are now in the transition to improved commercial properties. The transition is now moving the property to a higher and better use. The neighborhood is consistant with zoning & use requirements of the city.</u>																																																																																																																																																	
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LAND APPRAISAL REPORT

File No.: 0

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): County Records, Sellers, & Local Contractors.

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: <u>It appears the City has owed this property for some time. They also owned the comparables previously. There is no purchase agreement available for review.</u>
Date: <u>NA</u>	
Price: <u>NA</u>	
Source(s): <u>County Records, City</u>	
2nd Prior Subject Sale/Transfer	
Date:	
Price:	
Source(s):	

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Lot 4, Nelsen Business Park Fremont, NE 68025	Lot 2R, Block 1 Morningside N. Business Park Replat, Fremont		Lot 1, Block 2 Morningside N. Business Park, Fremont Ne		Lot 3, Block 2 Morningside N. Business Park, Fremont Ne	
Proximity to Subject							
Sale Price	\$ <u>N.A.</u>	\$ <u>273,095</u>		\$ <u>65,620</u>		\$ <u>133,749</u>	
Price/ Acre	\$	\$ <u>19,300.00</u>		\$ <u>19,300.00</u>		\$ <u>19,300.00</u>	
Data Source(s)	County Records	County Records		County Records		County Records	
Verification Source(s)	Sellers	Seller		Seller		Seller	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust	DESCRIPTION	+(-) \$ Adjust	DESCRIPTION	+(-) \$ Adjust
Sales or Financing Concessions	None Recorded	None Recorded		None Recorded		None Recorded	
Date of Sale/Time	<u>N.A.</u>	<u>3/27/2019</u>		<u>2/5/2019</u>		<u>12/20/2019</u>	
Rights Appraised	<u>Fee Simple</u>	<u>Fee Simple</u>		<u>Fee Simple</u>		<u>Fee Simple</u>	
Location		<u>3700 feet NW</u>		<u>1800 feet NW</u>		<u>3200 feet NW</u>	
Site Area (in Acres)	<u>5.76</u>	<u>14.15</u>		<u>3.4</u>		<u>6.93</u>	
Net Adjustment (Total, in \$)		<input type="checkbox"/> + <input type="checkbox"/> - \$		<input type="checkbox"/> + <input type="checkbox"/> - \$		<input type="checkbox"/> + <input type="checkbox"/> - \$	
Net Adjustment (Total, in \$ / Acre)							
Adjusted Sale Price (in \$ / Acre)		\$ <u>19,300</u>		\$ <u>19,300</u>		\$ <u>19,300</u>	

Summary of Sales Comparison Approach All three comparables are in the Morningside North Business Park and are all northwest from the subject. As reported, the comparables have all been sold in the past year. Activity has been brisk in this area. All sales are reported are the same price per acre. The topography of the subject and comparables are the same. All properties are or will be connected to city utilities. These comparable sales are across Morningside Road to the northwest. All comparables & the subject are zoned the same according to city officials. Market research has not shown that values change from one side of the road to the other so adjustments were made.

PROJECT INFORMATION FOR PUDs (if applicable) The Subject is part of a Planned Unit Development.

Legal Name of Project: _____

Describe common elements and recreational facilities: _____

Indicated Value by: Sales Comparison Approach \$ 19,300 acre

Final Reconciliation \$19,300 X 5.76 acres = \$111,168. Called \$111,200

This appraisal is made "as is", or subject to the following conditions: _____

This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ \$111,200 as of: 10/15/2019, which is the effective date of this appraisal.

If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

A true and complete copy of this report contains _____ pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:

Limiting cond./Certifications Narrative Addendum Location Map(s) Flood Addendum Additional Sales

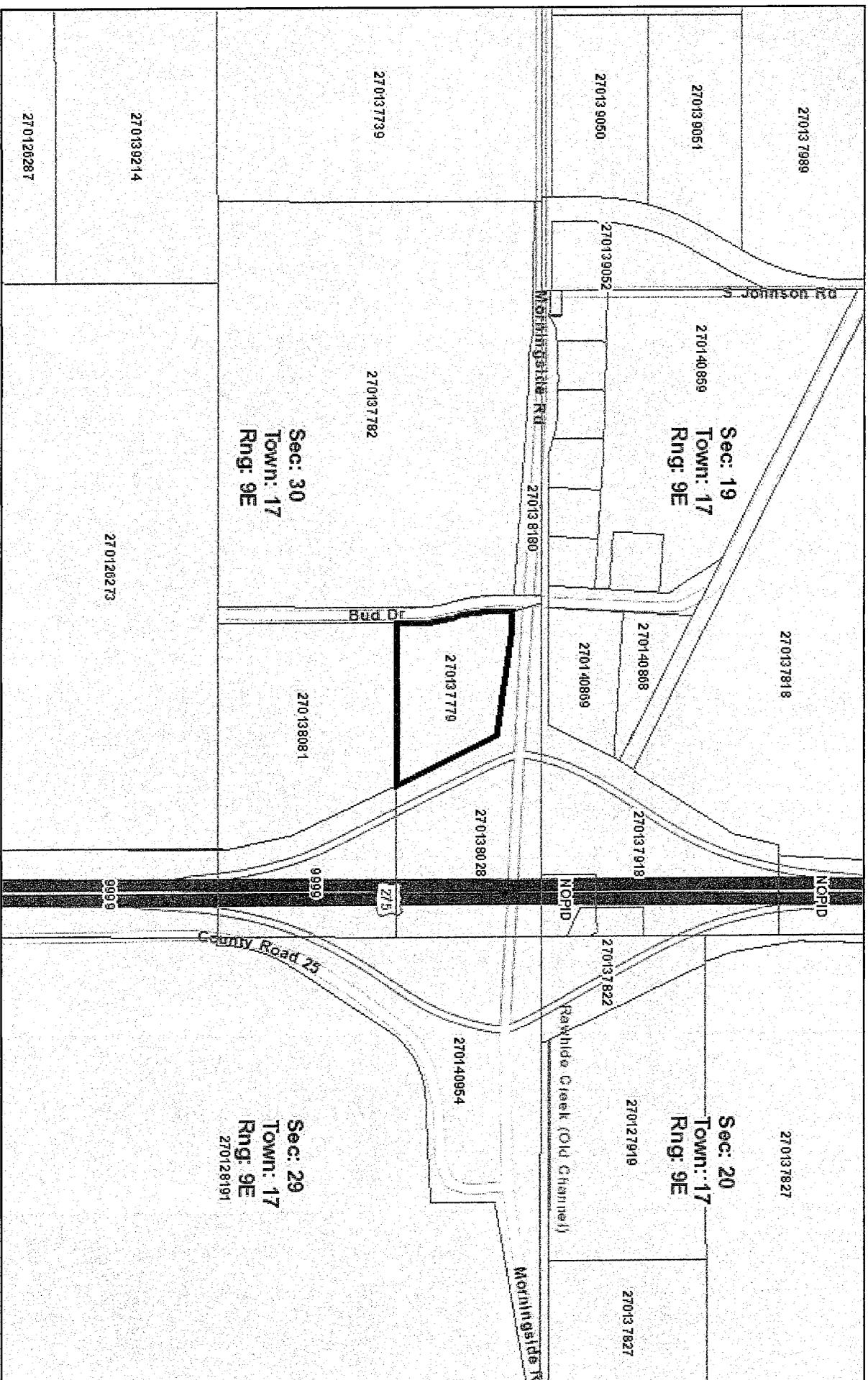
Photo Addenda Parcel Map Hypothetical Conditions Extraordinary Assumptions

Client Contact: Brian Newton Client Name: City of Fremont Nebraska

E-Mail: _____ Address: 400 East Military Fremont, Nebraska 68025

<p>APPRAISER</p> <p>Appraiser Name: <u>Jeffrey Quist</u></p> <p>Company: <u>Jeffrey Quist</u></p> <p>Phone: <u>402-533-3379</u> Fax: _____</p> <p>E-Mail: <u>Jquist@abbnebraska.com</u></p> <p>Date of Report (Signature): <u>11/1/2019</u></p> <p>License or Certification #: <u>CG290027</u> State: <u>Ne</u></p> <p>Designation: <u>Certified General</u></p> <p>Expiration Date of License or Certification: <u>12/31/2019</u></p> <p>Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop)</p> <p>Date of Inspection: <u>10/15/2019</u></p>	<p>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</p> <p>Supervisory or Co-Appraiser Name: _____</p> <p>Company: _____</p> <p>Phone: _____ Fax: _____</p> <p>E-Mail: _____</p> <p>Date of Report (Signature): _____</p> <p>License or Certification #: _____ State: _____</p> <p>Designation: _____</p> <p>Expiration Date of License or Certification: _____</p> <p>Inspection of Subject: <input type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect</p> <p>Date of Inspection: _____</p>
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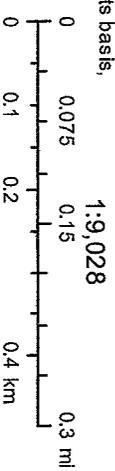
Lot 4, Nelsen Business Park Subject



October 31, 2019
11:02 AM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- Parcels
- Sections



Hi Jeff! Here is the plat and County GIS image for the City's property in Nelson Business Park. Please note that Lot 4 was the original parcel before the state took most of it for the interchange. Per the legal description below, the City now owns 5.76 acres.

Part of Lot 4, of Nelsen Business Park, to the City of Fremont, Dodge County, Nebraska, being described as follows: Beginning at the Southwest Corner of said Lot 4; thence N00°27'27"E (assumed bearing) on the West Line of said Lot 4, a distance of 73.16 feet to a point of curvature; thence northwesterly continuing on said West Line on a 532.50 foot radius curve to the left an arc distance of 170.62 feet to a point of reverse curvature, the chord of said curve bears N08°43'30"W 169.89 feet; thence northerly continuing on said West Line on a 467.50 foot radius curve to the right an arc distance of 149.85 feet to a point of tangency, the chord of said curve bears N08°43'30"W 149.21 feet; thence N00°27'27"E continuing on said West Line, a distance of 76.42 feet to a point on the West Right-of-Way Line of U.S. Highway No. 275, as previously described and recorded in Book 2005, page 0228, of the Dodge County Register of Deeds records; thence S86°00'00"E on said West Right-of-Way Line, a distance of 100.92 feet, thence S81°36'18"E continuing on said West Right-of-Way Line, a distance of 411.49 feet; thence S27°30'16"E continuing on said West Right-of-Way Line, a distance of 449.43 feet to a point on the South Line of said Lot 4; thence N89°56'04"W on said South Line, a distance of 668.09 feet to the true point of beginning, containing 5.76 acres, more or less (the "Property").

Please let me know if you have any questions. Brian



CITY OF FREMONT, NEBRASKA
Ordinance 5519
(Sale of Interest in City Owned Real Estate)

AN ORDINANCE PERTAINING TO THE SALE AND CONVEYANCE OF REAL ESTATE OWNED BY THE CITY OF FREMONT, NEBRASKA TO DEL PETERSON AND ASSOCIATES, INC., A, NEBRASKA CORPORATION, PURSUANT TO NEBRASKA LAW.

BE IT ORDAINED by the City Council of the City of Fremont, Nebraska:

Section 1. The City of Fremont, Nebraska owns certain real estate and appurtenances located in Fremont, Nebraska legally described as:

Part of Lot 4, of Nelsen Business Park, to the City of Fremont, Dodge County, Nebraska, being described as follows: Beginning at the Southwest Corner of said Lot 4; thence N00°27'27"E (assumed bearing) on the West Line of said Lot 4, a distance of 73.16 feet to a point of curvature; thence northwesterly continuing on said West Line on a 532.50 foot radius curve to the left an arc distance of 170.62 feet to a point of reverse curvature, the chord of said curve bears N08°43'30"W 169.89 feet; thence northerly continuing on said West Line on a 467.50 foot radius curve to the right an arc distance of 149.85 feet to a point of tangency, the chord of said curve bears N08°43'30"W 149.21 feet; thence N00°27'27"E continuing on said West Line, a distance of 76.42 feet to a point on the West Right-of-Way Line of U.S. Highway No. 275, as previously described and recorded in Book 2005, page 0228, of the Dodge County Register of Deeds records; thence S86°00'00"E on said West Right-of-Way Line, a distance of 100.92 feet, thence S81°36'18"E continuing on said West Right-of-Way Line, a distance of 411.49 feet; thence S27°30'16"E continuing on said West Right-of-Way Line, a distance of 449.43 feet to a point on the South Line of said Lot 4; thence N89°56'04"W on said South Line, a distance of 668.09 feet to the true point of beginning, containing 5.76 acres, more or less ("Property").

Section 2. The City Council of the City of Fremont, Nebraska hereby finds and determines that it is necessary and desirable to sell the Property, consisting of approximately 5.76 acres of land owned by the City of Fremont, Nebraska to Del Peterson and Associates, Inc., a Nebraska Corporation, pursuant to the terms of the Purchase Agreement and in compliance with Neb. Rev. Stat. § 16-202.

Section 3. The purchase terms upon which the City of Fremont, Nebraska shall sell the subject real estate to Dodge County, shall require a purchase price of One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) to be paid to the City according to the terms in the Purchase Agreement. The sale of such subject real estate to Del Peterson and Associates, Inc. is subject to the following conditions:

- a. The City of Fremont, Nebraska compliance with the requirements of Neb. Rev. Stat. § 16-202, which requires the publication of the intent of the City to sell the subject real estate and no remonstrance filed by thirty percent (30%) of the voting public in objection thereto.

- b. The terms of such sale are contained in the proposed Purchase Agreement attached as Exhibit "A" and incorporated by this reference.

Section 4. This Ordinance shall be in full force and effect from and after its final passage and publication as required by law. In accordance with Neb. Rev. Stat. § 16-202, the Notice of the proposed sale shall be published for three (3) consecutive weeks in a legal newspaper published in and of general circulation in the City of Fremont, Nebraska.

Passed and approved this 14th day of January, 2020.

CITY OF FREMONT, NEBRASKA

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

EXHIBIT "A"
Purchase Agreement
(See Attached)

AGENDA REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Susan Jacobus - Ward 2 - City Council Member/President

DATE: January 10, 2020

SUBJECT: Discussion and Motion to Reconsider and Revise Resolution 2019-229 of the City Council of the City of Fremont, Nebraska, passed November 12, 2019, approving a Conditional Use Permit for Four Triplex Dwelling Units on property generally located at Linden and K Streets.

RECOMMENDATION: Motion to approve reconsideration of Resolution 2019-229, and revise Resolution 2019-229 to allow for specific conditions/restrictions in lieu of conditional upon Ordinance 5507 passing, which has vague and non-specific language and is void of descriptive intent and purpose.

Background: Two (2) formal letters of notice were mailed to approximately seventy (70) property owners residing proximal (350' radius +/-) of the intended property/site. The notices were sent prior to the October 21st 2019 Planning Commission meeting, and prior to the November 12 City Council meeting. These same letters lacked full disclosure of the intended purpose, lacking any mention of end-use owners of the same. The letters states the "use" was for construction of four (4) triplex residential buildings, given to Cris Larsen of Mesner Development.

Notifications are intended to be informative, descriptive and transparent- the Notices did not meet the very minimum of "who-what for", leaving the property owners who were noticed, ill-informed of true purpose/use/owners.

Resolution 2019-229 should add specificity as to criteria, purpose, and - consideration given to the proximity of the Linden Street Grade School adjacent to this property.

Fiscal Impact: None



400 East Military Avenue, Fremont, NE 68025-5141

October 10, 2019

RE: Requests for Conditional Use Permit for 4 triplex units and to amend Conditional Use Permit for area of church

Dear Property Owner:

You are hereby advised that the City of Fremont has received the following application(s):

An application by Cris Larson of Mesner Development for a conditional use permit to construct four triplex residential buildings on property generally described as the south 135 feet of Tax Lot 38, in Section 15, Township 17 N Range 8E, generally located between K and L Streets, south of Linden Ave., Fremont, NE.

An application by Stan Darling on behalf of the Presbyterian Church of Fremont to amend the area of a pre-existing conditional use permit for a church on property generally located at 520 W. Linden Ave., Fremont, Nebraska.

The public hearing on these applications will be held before the City of Fremont Planning Commission on October 21, 2019. The public hearing is your opportunity to appear and speak on the merits of these applications, if you so choose. The Planning Commission meeting begins at 5:00 PM in the Fremont City Council Chambers located on the second floor in the Fremont Municipal Building at 400 East Military Avenue, Fremont, Nebraska.

If you would like more information, you are encouraged to contact the Planning Director, Jennifer Dam at 402-727-2641 or jennifer.dam@fremontne.gov.

You may appear at the public hearing to provide your comments or submit them in writing prior to the public hearing to the Planning Commission in care of the Planning Department at 400 E Military Ave, Fremont, NE 68025 or by fax to 402-727-2659.

The Planning Department staff report and recommendation will be available at the Planning Department office on October 18th after 3:00 PM. The Planning Commission Agenda and staff reports will also be available on the City's website at that time, www.fremontne.gov.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer L. Dam".

Jennifer L. Dam, AICP
Planning Director

Attachment: Vicinity map, schematic drawing

Cc: Cris Larson
Stan Darling
Fremont School Board
County Board





400 East Military Avenue, Fremont, NE 68025-5141

November 1, 2019

RE: Requests for Conditional Use Permit for 4 triplex units and to amend Conditional Use Permit for area of church

Dear Property Owner:

You are hereby advised that the City of Fremont has received the following application(s):

An application by Cris Larson of Mesner Development for a conditional use permit to construct four triplex residential buildings on property generally described as the south 135 feet of Tax Lot 38, in Section 15, Township 17 N Range 8E, generally located between K and L Streets, south of Linden Ave., Fremont, NE.

An application by Stan Darling on behalf of the Presbyterian Church of Fremont to amend the area of a pre-existing conditional use permit for a church on property generally located at 520 W. Linden Ave., Fremont, Nebraska.

The public hearing on these applications will be held before the City of Fremont City Council on November 12, 2019. The public hearing is your opportunity to appear and speak on the merits of these applications, if you so choose. The City Council meeting begins at 7:00 PM in the Fremont City Council Chambers located on the second floor in the Fremont Municipal Building at 400 East Military Avenue, Fremont, Nebraska.

If you would like more information, you are encouraged to contact the Planning Director, Jennifer Dam at 402-727-2641 or jennifer.dam@fremontne.gov.

You may appear at the public hearing to provide your comments or submit them in writing prior to the public hearing to the City Council in care of the City Clerk at 400 E Military Ave, Fremont, NE 68025 or by fax to 402-727-2659.

The agenda and staff reports will be available on the City's website, www.fremontne.gov after 3:00 pm on November 6, 2019.

Sincerely,

Tyler Ficken, City Clerk

Attachment: Vicinity map, schematic drawing

Cc: Cris Larson
Stan Darling



OwnerName	OwnerAddress	City/State/Zip
SWIRCZAK, ANTHONY	910 S 262ND ST	WATERLOO NE 68069-4634
STONEBRIDGE CHRISTIAN CHURCH	15801 BUTLER AVE	OMAHA NE 68116-0000
SIMMS, WILLIAM (ETUX)	1115 N K ST	FREMONT NE 68025-4032
JSC HOLDINGS LLC	PO BOX 88	WATERLOO NE 68069-0088
ANDRADE, ANA B CISNEROS	1116 N L ST	FREMONT NE 68025-4042
GARAY, HELGA J	1130 N L	FREMONT NE 68025-0000
HARTSHORN, DALE V & JANA J (JT WROS)	1121 N L ST	FREMONT NE 68025-4041
LTM RENTALS LLC	1118 MICHELLE PARKWAY	PAPILLION NE 68046-0000
ROUMPH, GLENN A	720 W 11TH ST	FREMONT NE 68025-4024
MICHAEL CONE ENTERPRISES LLC	PO BOX 91	FREMONT NE 68026-0091
SAJEVIC, LORI J	1245 N NYE AVE	FREMONT NE 68025-0000
KRAUSE, DUANE W & HELEN J	1235 N NYE AVE	FREMONT NE 68025-0000
WARING, FRED THOMAS, Tree	1215 N NYE AVE	FREMONT NE 68025-0000
SAV-RX PHARMACIES	224 N PARK AVE	FREMONT NE 68025-0000
KOSTEK, MARK T & CYNTHIA L	545 W LINDEN	FREMONT NE 68025-0000
WALLMAN, ARLEN G	1238 N K ST	FREMONT NE 68025-4034
CLAESENS, JOHN & KATHRYN	1210 N K	FREMONT NE 68025-0000
SCHMIT, RICHARD J & SARA R	1152 N K	FREMONT NE 68025-0000
RKL PROPERTIES LLC	P O BOX 521	FREMONT NE 68026-0521
FREMONT SCHOOL DISTRICT	435 N PARK AVE	FREMONT NE 68025-0000
PRESBYTERIAN CHURCH OF FREMONT (THE	520 W LINDEN AVE	FREMONT NE 68025-0000
SHIPMAN, RACHEL R	1425 N COLSON AVE	FREMONT NE 68025-3300
LAFAVOR, TIMOTHY A & HOLLIE J	530 E 6TH	FREMONT NE 68025-0000
SCHERER, SARA J	1415 N COLSON	FREMONT NE 68025-0000
BLACKBURN STORAGE LLC	1300 W SOUTH ST LOT 12	FREMONT NE 68025-8686
MC KAMP INVESTMENTS LLC	2520 COUNTY RD 12	FREMONT NE 68025-7966
KCCSJ LLC	1033 SKYLINE DR	FREMONT NE 68025-7852
BANG, RONALD & CAROL ANN	1315 N COLSON AVE	FREMONT NE 68025-3348
OLSON, BENEDICT A & JACKIE L (JT WROS)	1330 N COLSON AVE	FREMONT NE 68025-3349
REYZLIK, SUE C (TR OF RANDY REYZLIK TR	2136 N NYE AVE	FREMONT NE 68025-0000
PRESBYTERIAN CHURCH OF FREMONT (THE	520 W LINDEN AVE	FREMONT NE 68025-0000
PRESBYTERIAN CHURCH OF FREMONT (THE	520 W LINDEN AVE	FREMONT NE 68025-0000
ROUCKA, DIANE L	620 W LINDEN AVE	FREMONT NE 68025-0000
HALL, MICHAEL J (ETUX)	628 W LINDEN AVE	FREMONT NE 68025-0000
WISEMAN, G MICHAEL & DEBORAH H	1401 N NYE AVE	FREMONT NE 68025-0000
MURRAY PROPERTY MANAGEMENT LLC	605 N BROAD ST	FREMONT NE 68025-0000
SHAFER, BUSTER T & STACY M	1303 N MAXWELL	FREMONT NE 68025-0000
MDF PROPERTIES LLC	1238 N BROAD ST	FREMONT NE 68025-4136
MURRAY, ROBERT K TRUSTEE	605 N BROAD	FREMONT NE 68025-0000
LOTTMAN, MARIAN M (LIFE ESTATE	1340 N MAXWELL AVE	FREMONT NE 68025-3360
LOTTMAN, JAMES R & MARY L	1342 N MAXWELL AVE	FREMONT NE 68025-3333
MANNING, CLINT R	1506 N COLSON	FREMONT NE 68025-0000
RASMUSSEN, LEE E & MICHELE L	1446 N COLSON	FREMONT NE 68025-0000
PRONSKIE, RONALD D	1445 N COLSON AVE	FREMONT NE 68025-3300
HASEK, FRANK A	1436 N COLSON	FREMONT NE 68025-0000
BUER, STEVEN & JENNIFER CAMPBELL	2048 E 30TH ST	FREMONT NE 68025-7857
BRUNE, THOMAS H & SANDRA J	1405 N NYE AVE	FREMONT NE 68025-0000
KIEFER, KYLE & JENNIFER	1228 N NYE AVE	FREMONT NE 68025-0000
KIEFER, VICKY L	1240 N NYE AVE	FREMONT NE 68025-4063
HEMMER, ALLEN R	1250 N NYE AVE	FREMONT NE 68025-0000
SHEPARD, JODI L	1225 N I ST	FREMONT NE 68025-0000
BROKENICKY, PATRICIA	1233 N I ST	FREMONT NE 68025-4151
4640 ENTERPRISES LLC	2020 N 55TH ST	OMAHA NE 68104-4238
WASHBURN, DAVID A & REBECCA B	7424 ROYAL CRYSTAL ST	LAS VEGAS NV 89149-0000
VANCE, CHRISTOPHER L, Sr	1335 N I	FREMONT NE 68025-0000
HANSEN, GERALD L (ETUX)	408 W LINDEN	FREMONT NE 68025-0000
GAY, REGINALD L & MARCY A	424 W LINDEN AVE	FREMONT NE 68025-3368
SHALLBERG, LESLIE B & KONI M	1310 N NYE AVE	FREMONT NE 68025-0000
LOUGHMAN III, WILLIAM G & HEATHER J E	1336 N NYE AVE	FREMONT NE 68025-3364
LONGACRE, GARY D & MARY E	1350 N NYE AVE	FREMONT NE 68025-0000
DIERS, R BRENT	406 W 14TH	FREMONT NE 68025-0000
ESTUDILLO HOLDINGS LLC	2673 PARK PLACE DR	FREMONT NE 68025-0000
CHRISTENSEN HILLIS, DIANE EDEL	430 W 19TH	FREMONT NE 68025-0000
BUNCK, STEVEN A & MAURINE, Tree	1424 N NYE AVE	FREMONT NE 68025-0000
DILLON, BLAKE & TANYA	1444 N NYE AVE	FREMONT NE 68025-0000
MOELLER, CONLEY L	1404 N MAXWELL	FREMONT NE 68025-0000
PRESBYTERIAN CHURCH OF FREMONT (THE	520 W LINDEN AVE	FREMONT NE 68025-0000
WISEMAN, G MICHAEL & DEBORAH H	1401 N NYE AVE	FREMONT NE 68025-0000
MITCHELL, DAVID C & KIMBERLY H	1129 N NYE AVE	FREMONT NE 68025-0000
KOR, KAM YU & LAI HING	1140 N K ST	FREMONT NE 68025-4033

Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: November 12, 2019
SUBJECT: Request for a Conditional Use Permit for 4 triplex units

RECOMMENDATION: Approval of Resolution #2019-229 conditioned upon approval of Ordinance #5507

Background:

The applicant is requesting a Conditional Use Permit to allow 4 triplexes on a parcel of ground consisting of the south 142 feet of Tax Lot 38.

The parking lot at the north end will remain in the area of the conditional use permit for the Presbyterian Church.

The property is zoned UR, Urban Residential. The area to the immediate north is zoned UR, Urban Residential and is developed with a parking lot. The area farther north, across the street, is zoned SR, Suburban Residential and is developed with a church and single family dwellings.

The area to the east, south and west are zoned UR, Urban Residential. The area to the east is developed with single family houses. The area south is developed with an apartment complex. The area southwest is developed with single family residential. The area west is developed with an elementary school.

The proposed development has less impervious coverage and building than the maximum allowed in Table 11-602.02.02.

11-504.01 B.1 states that multi-family dwellings must be 300 feet from a R, MH, BP, GI, LI, AV or PO district unless separated by a type B bufferyard or collector or arterial roadway.

Finding: This site is more than 300 feet from any of the abovementioned districts.

11-504.01 B.2 states that multi-family dwellings are permitted if “they are located more than 300 feet from any other multiple family development, as measured from the boundary lines nearest each other.”

Finding: The proposed development is adjacent to an existing apartment building. However, Ordinance # 5507 proposes that this be changed to only apply to the SR and AR zoning districts. Ordinance #5507 received unanimous approval from the Planning Commission. It had first reading and a public hearing

in front of the City Council on October 8, 2019. It will have second reading on October 29 and third and final reading on November 12, 2019.

11-504.01.B.3 states that there are no more than 12 units per acre.

Finding. The four proposed triplexes are on what will become a lot containing approximately 40,009 square feet or about .92 acre. This equates to 13 units per acre. However, the underlying UR zoning district allows a density of 24 units per acre for multi-family developments. Proposed Ordinance #5507 rectifies this discrepancy.

11-316.05.B Identifies criteria for approval of a Conditional Use Permit.

11-316.05.B.1 states that “the conditional use shall not be of a type that would tend to undermine the implementation of an adopted plan that includes the lot or tract proposed for development.”

Finding: The proposed use does not undermine the implementation of an adopted plan.

11-316.05.B.2 states “The conditional use shall be compatible with surrounding land uses and the natural environment, and will not materially detract from the character of the immediate area or negatively affect the planned or anticipated development or redevelopment trajectory.”

Finding: The proposed multi-family units will be compatible with the surrounding area.

11-316.05.B.3 states “There is no practicable alternative location where the use is permitted as-of-right within 1,000 feet of the lot or tract proposed for development, or if such a location exists, the proposed location is more favorable in terms of: a) providing a needed community service; b) providing a critical mass of jobs that are likely to pay more than the median wages for the region; c) providing a balance of land uses, ensuring that appropriate supporting activities, such as employment, housing, leisure-time, and retail centers are in close proximity to one another; or d) making more efficient use of public infrastructure, such as off-peak street capacity.”

Finding: There is not an alternative location within 1,000 feet.

11-316.06.B.4 states “The approval of the conditional use will not create a critical mass of similar conditional uses that is likely to discourage permitted uses by making the area less desirable.”

Finding: The proposed use will not discourage permitted uses as the surrounding area is built up. This is infill development.

11-316.06.B.5 states “The conditional use and any conditions of development shall adequately protect public health and safety against natural and man-made hazards

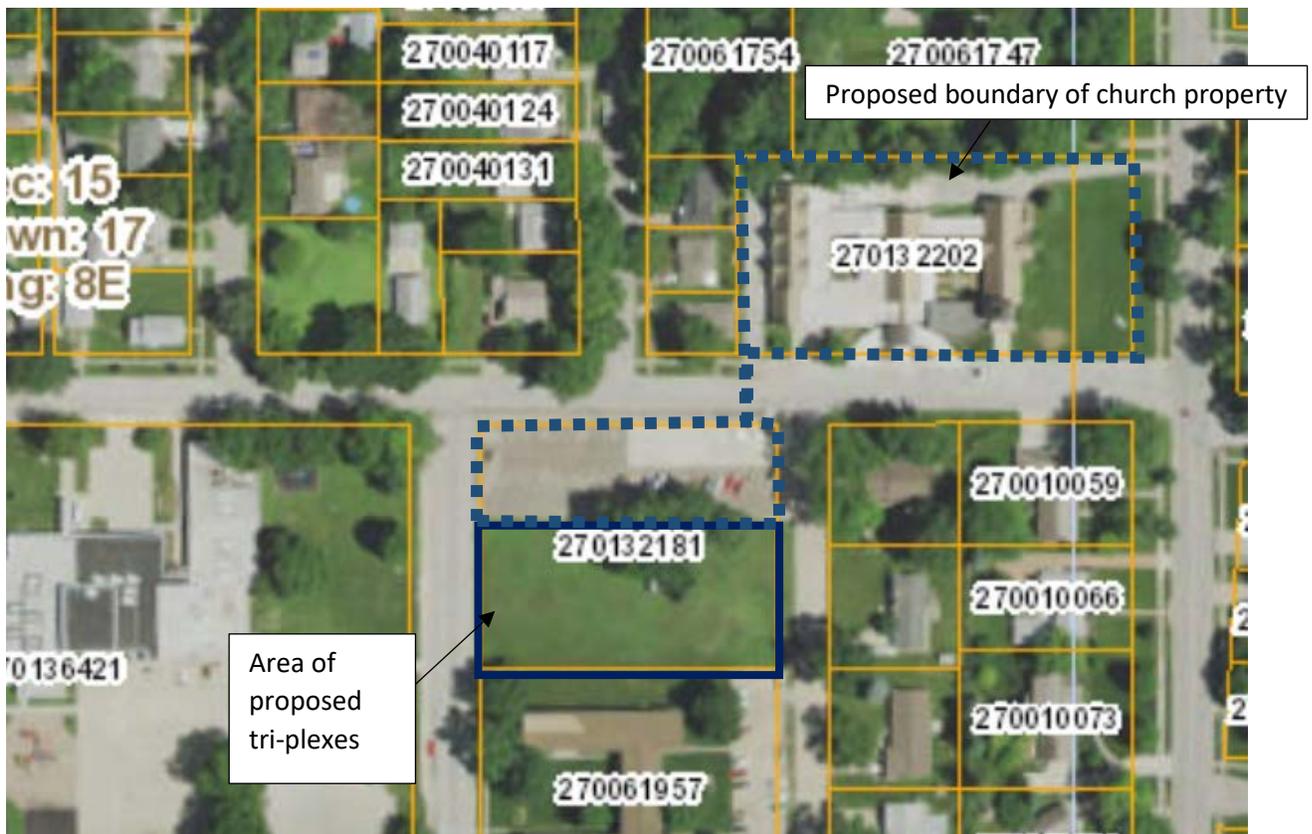
which include, but are not limited to, traffic noise, water pollution, airport hazards, and flooding.”

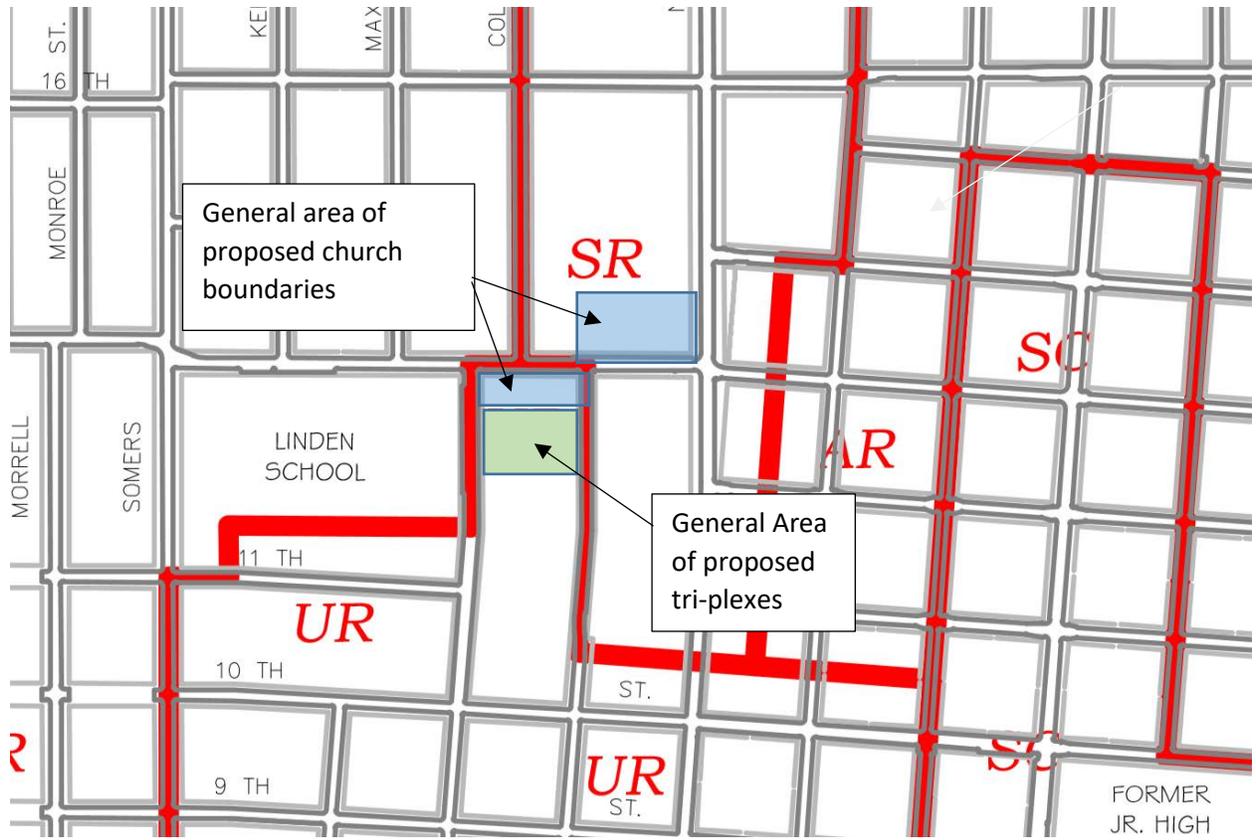
Finding: The use will not create man made hazards. Off street parking is provided for each unit.

11-316.06.B.6 states “The conditional use will not use an unfairly disproportionate share of public services that would compromise the delivery of those services to other uses in the vicinity. Applicable public services include, but are not limited to, utilities, police protection, fire protection, schools, parks, and libraries.”

Finding: The proposed use will not use a disproportionate share of public services.

Staff Recommendation: Approval of Resolution 2019-229 conditioned upon Ordinance #5507 being approved by the City Council

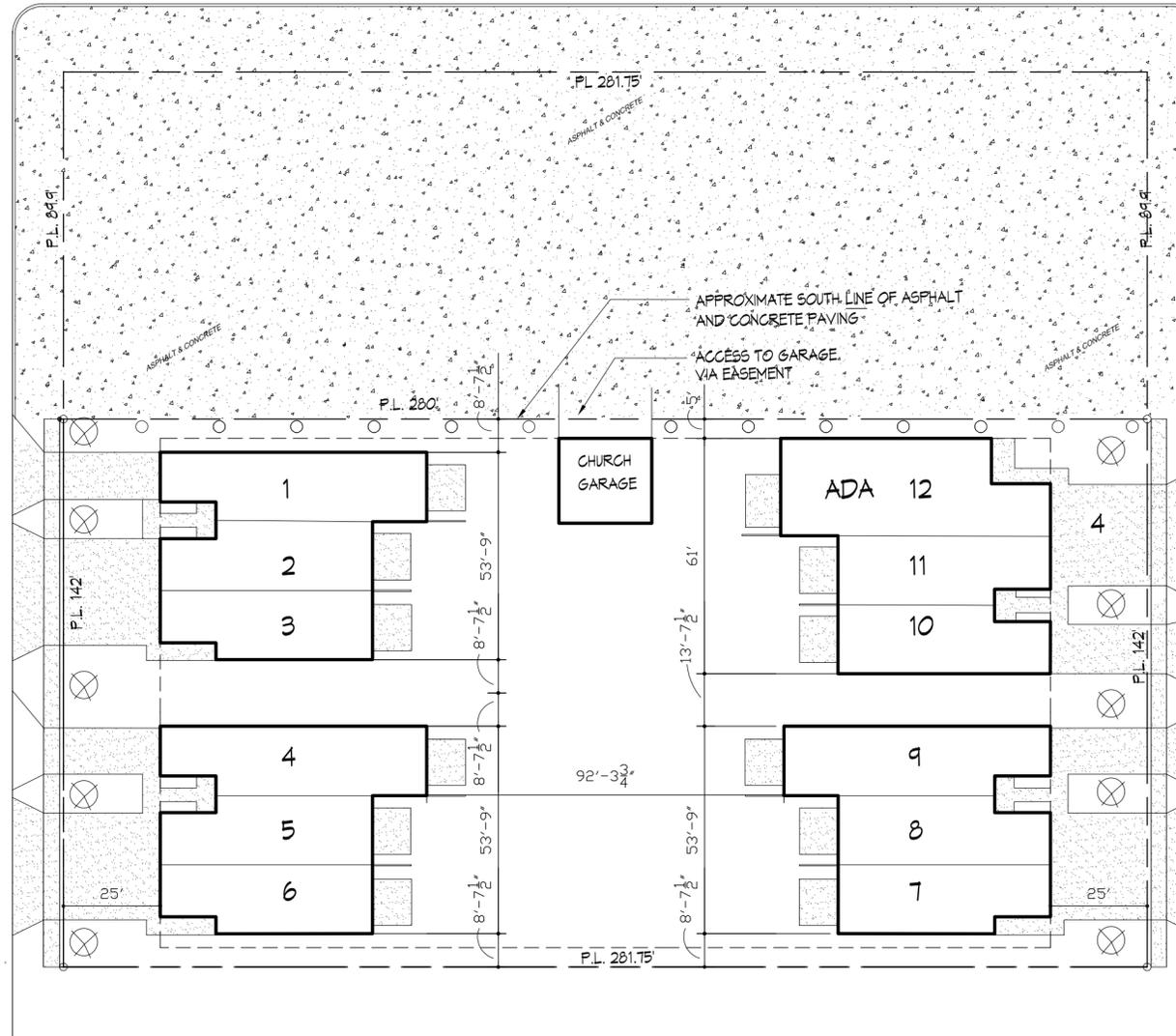




LINDEN AVENUE

N L STREET

N K STREET



SITE PLAN

SCALE: 1" = 30'

COMBINED LOTS INFORMATION:
 SITE AREA: 65338 SF at 231.9 FT X 281.75 FT
 IMPERVIOUS AREA: 44,081 SF = 67%
 GREEN AREA: 33%

LIFE HOUSE LOT INFORMATION:
 SITE AREA: 40,009 SF at 281.75 FT X 142.0 FT
 IMPERVIOUS AREA: 20,038 SF = 50%
 GREEN AREA: 50%

SETBACKS REQ.:
 FRONT: 25 FT.
 REAR: 15 FT.
 SIDE: 5 FT.
 CORNER: N.A.
 LOT SF. PER UNIT: 3,313 SF.
 PARKING: 24 SPACES = 2 PER UNIT

UNITS: 8 2-BR UNITS
 4 3-BR. UNITS

LANDSCAPE LEGEND

- TREE: BLAZE MAPLE ,6"7"
 MATURE HEIGHT 40'-50'
 MAATURE WIDTH 30'-40'
- SHRUB: LILAC
 PRIVACY/BUFFER SHRUB ON PROPERTY LINE
 SPACING @ 20' O.C.

PRELIMINARY

DATE:
 ● October 11, 2019

REVISED DATE:

Life House Apartments
 Fremont, Nebraska

MESNER DEVELOPMENT CO.
 1415 16TH STREET, CENTRAL CITY, NE 68826

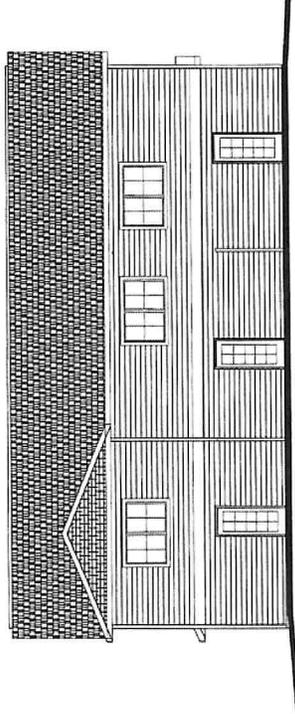
SHEET CONTENTS:
 ● SITE PLAN A

HTK PROJECT NUMBER:

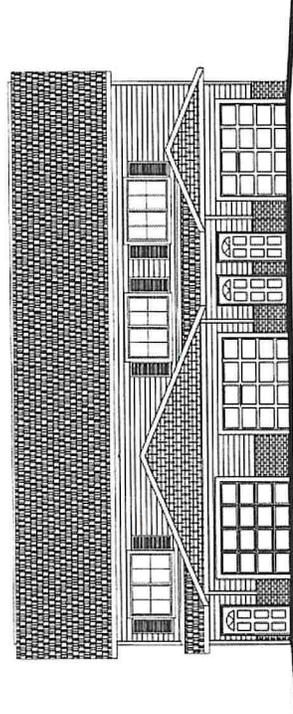
● 1607.01-007

SHEET NUMBER:

A-1
 PRELIMINARY DESIGN



TYPICAL REAR ELEVATION W/ 3BR. UNIT
1/8" = 1'-0"



TYPICAL FRONT ELEVATION W/ 3BR. UNIT
1/8" = 1'-0"

SHEET NUMBER: 1
 BALCONY ELEVATIONS: THREE
 W/ ADA UNIT

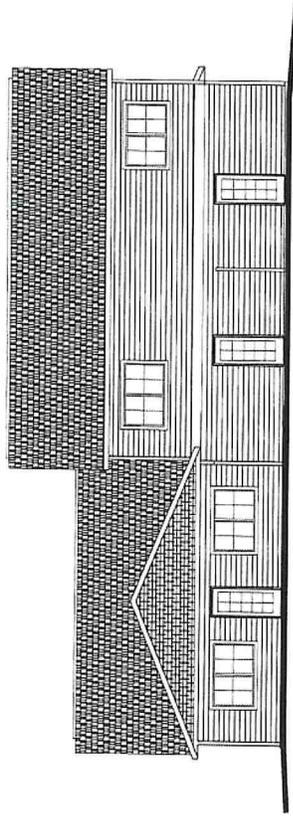
HR PROJECT NUMBER:
 • 1607.0107

SHEET NUMBER:
A-3
 SCHEMATIC DESIGN

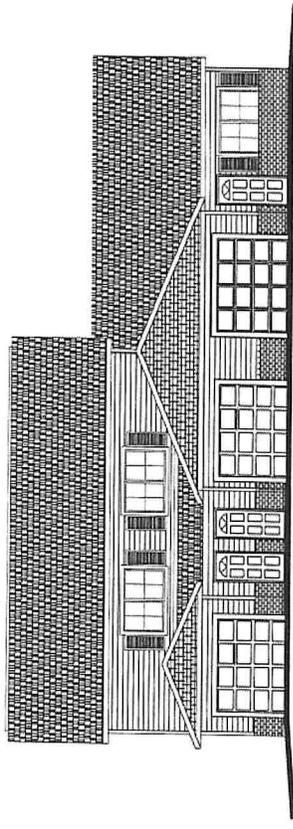
Life House Apartments
 Fremont, Nebraska
 MESNER DEVELOPMENT CO.
 1415 16TH STREET, CENTRAL CITY, NE 68826

DATE: MAY 15, 2019
 REVISIONS:
 REVISED DATE:

PRELIMINARY
 SUBMITTAL



TYPICAL REAR ELEVATION W/ ADA UNIT
 3/16" = 1'-0"



TYPICAL FRONT ELEVATION - W/ ADA UNIT
 3/16" = 1'-0"

RESOLUTION NO. 2019-229

A Resolution of the City Council of the City of Fremont, Nebraska, approving a Conditional Use Permit for Four Triplex Dwelling Units on property generally located at Linden and K Streets.

WHEREAS, The City has received an application for a Conditional Use Permit for four triplex dwelling units on property legally described as the South 142 feet of Tax Lot 38 located in Section 15, Township 17N, R8E , Fremont, Nebraska; and,

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

WHEREAS, Multi-family dwellings in the UR, Urban Residential zoning district require a Conditional Use Permit; and,

WHEREAS, the proposed addition is below the density specified by table 11-602.01 of the UDC; and,

WHEREAS, A public hearing on the proposed Conditional Use Permit was held by the Planning Commission on October 21, 2019, and subsequently by the City Council on November 12, 2019; and,

WHEREAS, the proposal meets the requirements of 11-316 of the UDC,

WHEREAS, proposed ordinance #5507 removes inconsistencies in the UDC.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont approves a Conditional Use Permit to allow 4 triplex units for a maximum of 12 units provided that the City Council also approves Ordinance #5507.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

CITY COUNCIL MEETING AGENDA POLICY

City Council meetings, scheduled for the second and last Tuesday of the month per the Fremont Municipal Code, will adhere to the following policy and scheduling deadlines in the development of the City Council's meeting agenda.

The agenda item deadlines, including the requisite supporting Council packet materials, are as follows:

1. City Council agendas items proposed and discussed by the Mayor, City Administration, and City Staff at each of their weekly Staff meetings shall be posted on the City's public website, marked as "Draft Agenda".
2. The City Council draft agenda shall consist of items proposed by the Mayor, City Administration, City Staff, and any other recommending City Board or Commission. The draft agenda items shall be accompanied by the requisite supporting agenda materials.
 - a. The draft agenda items along with all Staff, Board or Commission supporting materials must be provided to the City Clerk in a timely manner so as to facilitate a Wednesday, preceding any regularly scheduled City Council meeting, release and posting of the "Draft Agenda" on the City's public website. Late filed agenda requests or supporting items submitted after this deadline shall cause the agenda item and supporting materials to be held over and placed on the next regularly scheduled City Council meeting.
 - b. The only exceptions to this Draft Agenda release deadline will be to accommodate the Finance Director's Claims Report and any last minute requests for trade application permits.
 - c. When an update to the Draft Agenda is required to incorporate the Claims Report or last minute authorized trade application permits, the due date for such data will be no later than 2:00 PM the Friday (three (3) calendar days) preceding the meeting of the City Council.
3. City Council members may add additional items to the Draft Agenda, and/or add or supplement the supporting materials, until 2:00 PM the Thursday before the Council meeting. After which, and in accord with 2(a) and 2(b) above, the City Clerk will formally prepare and publish the "Final Agenda"

for the upcoming City Council Meeting.

4. Agenda items deemed to be of a routine nature, and not requiring the authorization or expenditure of City funds, with the exception of the Claims Report, may be categorized on the Council's agenda as "Consent Agenda" items. However, such categorization on the Council's Agenda is subject to removal and placement in the Council's Regular Agenda at the request of the Mayor, any City Council member, or member of the public.
 - a. Items subsequently removed from the Consent Agenda by the Mayor, any member of the Council, or by a member of the Public at a City Council meeting, will be moved to, and discussed along with other Regular Agenda items under New Business. Both the City Council and the Public will have an opportunity to address and discuss such matters.
5. City Council regular meeting "Final Agendas", along with all requisite supporting documents, will be published on the City's website no later than three (3) calendar days (or the Friday) in advance of the Council's scheduled meeting.
6. The City Council's Final Agenda described above, may be only be further modified after the Friday agenda release for items deemed to be an emergency as specified under Nebraska Statute and decisions¹.
7. Postings of the City Council agendas, and any updates, shall occur at times as required by this policy and by the *Nebraska Open Meetings Act* for posting of notices in public places.

The agenda for each public meeting of the City Council, as well as each, any, or all public meetings of any committees, boards or commissions of the City governed by the State's Open Public Meetings Laws shall be posted on the public website of the City and will be continuously kept current there and shall contain a statement that the agendas shall be readily available for inspection in the City Clerk's office. All postings shall occur no later than the times required by the *Nebraska Open Meetings Act* for posting of notices in public places.

¹ "An emergency is '(a)ny event or occasional combination of circumstances, which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition.'" *Steenblock v. Elkhorn Township Bd.* 245 Neb. 722, 515 N.W. 2d 128 (1994)

RESOLUTION NO. 2019-209

A Resolution of the City Council of the City of Fremont, Nebraska approving the City Council Meeting Agenda Policy.

WHEREAS, the attached policy proposes to accelerate and set deadlines for agenda items and the delivery of agendas to Council and codifies rules for certain agenda-related matters.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve the City Council Meeting Agenda Policy.

PASSED AND APPROVED THIS 14th DAY OF JANUARY, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Mayor and City Council
FROM: Brian Newton, City Administrator
DATE: January 14, 2020
SUBJECT: Agenda Policy

Recommendation: Move to approve Resolution 2020-011

Background: 1) On August 13, 2019, Councilman Yerger proposed amending Municipal Code Chapter 2, Article 1, Section 2-106. The item was continued until the August 27, 2019 Meeting.

2) At the August 27, 2019 meeting, the ordinance was continued until the October 8, 2019 meeting.

3) At the October 8, 2019 meeting, Councilman Yerger asked the ordinance be continued indefinitely, which was approved. Also, at this meeting, Councilman Yerger's proposed Resolution 2019-209 for an Agenda Policy was continued until the November 12, 2019 meeting

4) At the November 12, 2019 meeting the resolution was continued until the January 14, 2020 meeting.

Staff is proposing an amended policy (Resolution 2020-011) as an alternative to Councilman Yerger's policy. The policy simply affirms Staff's commitment to City Council to get the agenda and supporting material published six days prior to the meeting.

Fiscal Impact: None

City of Fremont City Council Policy Agenda Policy 2020-011

A POLICY OF THE CITY OF FREMONT, NEBRASKA, ESTABLISHING PROCEDURES FOR CITY COUNCIL AGENDAS.

Agenda for meetings.

1. The City Clerk shall place upon the agenda of any regular, special or formal study session meeting only those matters which have been directed by one (1) Council Member, or authorized by the Mayor or the City Administrator before the following times:
 - a. Items and backup from City Staff/Boards/Commissions - end of the seventh (7th) day prior to the date of the meeting,
 - b. Claims report from Treasurer - end of the fifth (5th) day prior to the date of the meeting,
 - c. Trade permits from City Clerk - 12:00pm of the fourth (4th) day prior to the date of the meeting,
 - d. Items and backup from the Mayor or members of City Council – 12:00pm of the fourth (4th) day prior to the date of the meeting.
 - e. Emergency items shall follow Fremont Municipal Code and State Statute.
2. A current agenda in draft form will be maintained by the City Clerk and posted on the City's website.
3. The first draft of the agenda and supporting materials will be posted to the City's website before the end of the sixth (6th) day prior to the date of the meeting. Subsequent drafts will be posted to the website as soon as possible.

PASSED AND APPROVED THIS 14th DAY OF JANUARY, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Don Simon, Chief Building Inspector
DATE: January 14, 2020
SUBJECT: Amendments to Chapter 9 – Fee Schedule - Appendix A

Recommendation: 1) Motion to hold first reading of the ordinance
2) Move to suspend the rules and place the ordinance on final reading
3) Hold the final reading and pass the ordinance

Background: Review and consider fee amendments to Chapter 9 – Fee Schedule - Appendix A of the Fremont Municipal Code. An amendment is being made for the new construction and additions permit fee in regards to the International Code Council Building Valuation Data (BVD) table. The BVD will be updated every even year. By updating the BVD every other year, it will be more in line with the city's budget cycle.

Another amendment is modifying Grading – Over 1 Acre to read as Commercial Grading. Reviewing residential grading sites is not currently being done, but reviewing all commercial grading sites, regardless of size, is being done to make sure requirements for storm sewer and run-off is being completed. Residential grading review will be done in the future.

Mechanical medical gas piping fees are being added because it can be installed to a property at any time and not because of new construction, an addition or alteration. Medical gas piping also requires a special certification to install it so that is why it is separated from the current gas piping fee.

We are requesting the three readings be waived to coordinate with the timing of the update and anticipated approval of the Master Fee Schedule on January 28, 2020.

Fiscal Impact: None

Fee Schedule – Appendix A

On buildings and structures, or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the following schedule:

Permit fees for new construction and additions shall be based on the total construction value of the proposed work. The total construction value shall include all labor and material cost including electrical, mechanical, plumbing, etc. The valuation shall be based on the ~~most recent~~ published values per square foot as established by the International Code Council Building Valuation Data (BVD) using a regional construction cost adjustment factor of .0055 except where a valid cost breakdown is submitted to and approved by the Building Official. The BVD will be updated every even year. A valid cost breakdown shall be the actual contract cost (including all labor and materials) as provided by the applicant and accepted as reasonable by the Building Official. Any finished basements that are completed *during* the new construction, the fee for the basement square footage will be assessed at 30% ~~50%~~ of the BVD.

The total valuation of building alterations, accessory structures, decks, porches, in-ground pools, roofs, siding, windows, doors, gutters and other work not specifically stated in flat fee permit list shall be based on actual contract cost (including all labor and materials) or estimated cost as established by the Building Official based on cost typically charged for the work. The valuation for projects listed above must include electrical, plumbing and/or mechanical fees if that work is being completed. See the following fee schedule:

TOTAL VALUATION	FEE
\$1 to \$1600	See Fremont Master Fee Schedule
\$1601 to \$2,000	See Fremont Master Fee Schedule
\$2,001 to \$25,000	See Fremont Master Fee Schedule
\$25,001 to \$50,000	See Fremont Master Fee Schedule
\$50,001 to \$100,000	See Fremont Master Fee Schedule
\$100,001 to \$500,000	See Fremont Master Fee Schedule
\$500,001 and over	See Fremont Master Fee Schedule

Flat Fee Permits	
Above Ground Pool	See Fremont Master Fee Schedule
Commercial Work-Site Trailer (includes all hookups)	See Fremont Master Fee Schedule
Electrical – 101-200 Amp	See Fremont Master Fee Schedule
Electrical – 1-100 Amp	See Fremont Master Fee Schedule
Electrical – 201-400 Amp	See Fremont Master Fee Schedule
Electrical – 401-600 Amp	See Fremont Master Fee Schedule
Electrical – 601-800 Amp	See Fremont Master Fee Schedule

Electrical – 801-1000 Amp	See Fremont Master Fee Schedule
Electrical – Larger than 1001 Amp	See Fremont Master Fee Schedule
Electrical – New Branch Circuit and Feeders	See Fremont Master Fee Schedule
Electrical – Repair work on existing sign	See Fremont Master Fee Schedule
Electrical – Repair/Work Existing Electrical Service	See Fremont Master Fee Schedule
Electrical – Storm Damage Repair	See Fremont Master Fee Schedule
Fence/Retaining Wall (0-300 Lineal Feet)	See Fremont Master Fee Schedule
Fence/Retaining Wall (301+ Lineal Feet)	See Fremont Master Fee Schedule
Flood Plain Development	See Fremont Master Fee Schedule
Full Demolition	See Fremont Master Fee Schedule
<u>Commercial</u> Grading – <u>Over 1 Acre</u>	See Fremont Master Fee Schedule
Interior Demolition	See Fremont Master Fee Schedule
Letter of Flood Plain Determination	See Fremont Master Fee Schedule
Letter of Map Amendment (LOMA) Community Acknowledgement	See Fremont Master Fee Schedule
Mechanical – Cooling Only Replacement (includes electrical)	See Fremont Master Fee Schedule
Mechanical – Gas Piping	See Fremont Master Fee Schedule
Mechanical – Heating and Cooling Replacement (includes electrical)	See Fremont Master Fee Schedule
Mechanical – Heating Only Replacement (includes electrical)	See Fremont Master Fee Schedule
<u>Mechanical – Medical Gas Piping (up to 3 openings)</u>	<u>\$30</u>
<u>Mechanical – Medical Gas Piping (4 or more openings)</u>	<u>\$10 per additional openings</u>
New Mobile Home (includes all hookups)	See Fremont Master Fee Schedule
Plumbing – Backflow Preventer/City Service Containment Device (RPZ)	See Fremont Master Fee Schedule
Plumbing – Fixture Opening	See Fremont Master Fee Schedule
Plumbing – Gas Piping	See Fremont Master Fee Schedule
Plumbing – Sprinkler System/Backflow Prevention	See Fremont Master Fee Schedule
Plumbing – Water Conditioner	See Fremont Master Fee Schedule
Plumbing – Water Heater	See Fremont Master Fee Schedule
Septic System	See Fremont Master Fee Schedule
Septic System-Field Only	See Fremont Master Fee Schedule
Septic System-Tank Only	See Fremont Master Fee Schedule
Sign – 1-35 Sq Ft	See Fremont Master Fee Schedule
Sign – 36-75 Sq ft	See Fremont Master Fee Schedule

Sign – 76-150 Sq Ft	See Fremont Master Fee Schedule
Sign – 151-300 Sq Ft	See Fremont Master Fee Schedule
Sign – Over 300 Sq Ft	See Fremont Master Fee Schedule
Sign – Temporary	See Fremont Master Fee Schedule

Any encroachment in the right of way in the Downtown Commercial District, such as sidewalk cafés, awnings, etc will be assessed by the following fee schedule:

Project Valuation	Fee
\$1 - \$50	See Fremont Master Fee Schedule
\$51 - \$200	See Fremont Master Fee Schedule
\$201 - \$1000	See Fremont Master Fee Schedule
\$1001 - \$5000	See Fremont Master Fee Schedule
Over \$5001	See Fremont Master Fee Schedule

Other Plan Review and Inspection Related Fees:

- (1) Inspections Performed Outside of Normal Business Hours. Where previously approved by the Code Official, inspections performed outside of normal business hours shall be billed at a rate of \$300.00 per hour with a minimum of a one and one-half hour charge.
- (2) Re-inspections. A re-inspection fee in the amount of \$50.00 may be assessed by the Code Official when:
 - a. Inspections called for are not ready, or are not readily available for inspection,
 - b. The building address or permit is not clearly posted,
 - c. City approved plans are not on-site, or
 - d. Correction items have not been corrected.
- (3) Plan Review and Inspections For Which No Fee Is Specifically Identified. Plan review fee and inspection fees, including re-review of shall be assessed at a rate of \$50.00 per hour.

Work Performed Without A Permit Fee: If work for which a permit is required by the building ordinance is commenced prior to obtaining a required permit, the following penalties will be assessed:

- (a) First Offense: A fee of \$100.00 plus the permit fees per the master fee schedule.
- (b) Second Offense: A fee of \$500.00 plus the permit fees per the master fee schedule.
- (c) Third Offense: A general contractor performing work without a permit will not be issued any building permits for 6 months and must be reviewed by the Building Code Advisory and Appeals Board before reissuance of permits. The master registration for the electrical, mechanical or plumbing contractor performing work without a permit will be revoked for 6 months and reinstated after review by the Building Code Advisory and Appeals Board.

Registration Fees: All tradesmen engaged in the electrical, mechanical, or plumbing contracting business, erection, installation, construction, alteration, relocation, replacement, repair,

maintenance, removal or demolition of any electrical, mechanical, or plumbing system, in whole or in part, are required to obtain an occupational registration and pay a fee as follows:

REGISTRATION	FEE
Master Registration	See Fremont Master Fee Schedule
Master Examination*	See Fremont Master Fee Schedule
Journeyman Registration	See Fremont Master Fee Schedule
Journeyman Examination*	See Fremont Master Fee Schedule
Apprentice Registration	See Fremont Master Fee Schedule
Onsite Wastewater Treatment Professional Registration	See Fremont Master Fee Schedule
Water Conditioning Contractor/Installer Registration	See Fremont Master Fee Schedule
Water Conditioning Contractor/Installer Examination*	See Fremont Master Fee Schedule
Renewal Fee	See Fremont Master Fee Schedule

* For examinations administered by the City. All other examination fees shall be paid directly to the proctor.

ORDINANCE NO. 5524

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING CHAPTER 9 – FEE SCHEDULE - APPENDIX A OF THE FREMONT MUNICIPAL CODE; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICTS THEREWITH; PROVIDING A SEVERABILITY AND SAVING CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City of Fremont has a Master Fee Schedule that correlates with Chapter 9 – Fee Schedule - Appendix A; and,

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

SECTION 1. MUNICIPAL CODE AMENDMENT. That Fremont Municipal Code (FMC) Chapter 9 Building Regulations – Fee Schedule - Appendix A is hereby amended as follows:

Fee Schedule - Appendix A

On buildings and structures, or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the following schedule:

Permit fees for *new construction* and *additions* shall be based on the total construction value of the proposed work. The total construction value shall include all labor and material cost including electrical, mechanical, plumbing, etc. The valuation shall be based on the published values per square foot as established by the International Code Council Building Valuation Data (BVD) using a regional construction cost adjustment factor of .0055 except where a valid cost breakdown is submitted to and approved by the Building Official. The BVD will be updated every March 1st of an even year to the February table published that year. A valid cost breakdown shall be the actual contract cost (including all labor and materials) as provided by the applicant and accepted as reasonable by the Building Official.

Any finished basements that are completed *during* the new construction, the fee for the basement square footage will be assessed at 30% of the BVD.

The total valuation of building alterations, accessory structures, decks, porches, in-ground pools, roofs, siding, windows, doors, gutters and other work not specifically stated in flat fee permit list shall be based on actual contract cost (including all labor and materials) or estimated cost as established by the Building Official based on cost typically charged for the work. The valuation for projects listed above must include electrical, plumbing and/or mechanical fees if that work is being completed. See the following fee schedule:

TOTAL VALUATION	FEE
\$1.00 to \$1,600.00	See Fremont Master Fee Schedule

\$1,601.00 to \$2,000.00	See Fremont Master Fee Schedule
\$2,001.00 to \$25,000.00	See Fremont Master Fee Schedule
\$25,001.00 to \$50,000.00	See Fremont Master Fee Schedule
\$50,001.00 to \$100,000.00	See Fremont Master Fee Schedule
\$100,001.00 to \$500,000.00	See Fremont Master Fee Schedule; \$1,000.00 or fraction thereof, up to and including \$500,000.00
\$500,001.00 and over	See Fremont Master Fee Schedule; \$1,000.00 or fraction thereof

Flat Fee Permits	
Above Ground Pool	\$See Fremont Master Fee Schedule
Commercial Work-Site Trailer (includes all hookups)	See Fremont Master Fee Schedule
Electrical - 101—200 Amp	See Fremont Master Fee Schedule
Electrical - 1—100 Amp	See Fremont Master Fee Schedule
Electrical - 201—400 Amp	See Fremont Master Fee Schedule
Electrical - 401—600 Amp	See Fremont Master Fee Schedule
Electrical - 601—800 Amp	See Fremont Master Fee Schedule
Electrical - 801—1000 Amp	See Fremont Master Fee Schedule
Electrical - Larger than 1001 Amp	See Fremont Master Fee Schedule
Electrical - New Branch Circuit and Feeders	See Fremont Master Fee Schedule
Electrical - Repair work on existing sign	See Fremont Master Fee Schedule
Electrical - Repair/Work Existing Electrical Service	See Fremont Master Fee Schedule
Electrical - Storm Damage Repair	See Fremont Master Fee Schedule
Fence/Retaining Wall (0—300 Lineal Feet)	See Fremont Master Fee Schedule

Fence/Retaining Wall (301+ Lineal Feet)	See Fremont Master Fee Schedule
Flood Plain Development	See Fremont Master Fee Schedule
Full Demolition	See Fremont Master Fee Schedule
Commercial Grading	See Fremont Master Fee Schedule
Interior Demolition	See Fremont Master Fee Schedule
Letter of Flood Plain Determination	See Fremont Master Fee Schedule
Letter of Map Amendment (LOMA) Community Acknowledgement	See Fremont Master Fee Schedule
Mechanical - Cooling Only Replacement (includes electrical)	See Fremont Master Fee Schedule
Mechanical - Gas Piping	See Fremont Master Fee Schedule
Mechanical - Heating and Cooling Replacement (includes electrical)	See Fremont Master Fee Schedule
Mechanical - Heating Only Replacement (includes electrical)	See Fremont Master Fee Schedule
Mechanical – Medical Gas Piping (up to 3 openings)	\$30
Mechanical – Medical Gas Piping (4 or more openings)	\$10 per additional opening
New Mobile Home (includes all hookups)	See Fremont Master Fee Schedule
Plumbing - Backflow Preventer/City Service Containment Device (RPZ)	See Fremont Master Fee Schedule
Plumbing - Fixture Opening	See Fremont Master Fee Schedule
Plumbing - Gas Piping	See Fremont Master Fee Schedule
Plumbing - Sprinkler System/Backflow Prevention	See Fremont Master Fee Schedule
Plumbing - Water Conditioner	See Fremont Master Fee Schedule
Plumbing - Water Heater	See Fremont Master Fee Schedule
Septic System	See Fremont Master Fee Schedule

Septic System-Field Only	See Fremont Master Fee Schedule
Septic System-Tank Only	See Fremont Master Fee Schedule
Sign - 1—35 Sq Ft	See Fremont Master Fee Schedule
Sign - 36—75 Sq ft	See Fremont Master Fee Schedule
Sign - 76—150 Sq Ft	See Fremont Master Fee Schedule
Sign - 151—300 Sq Ft	See Fremont Master Fee Schedule
Sign - Over 300 Sq Ft	See Fremont Master Fee Schedule
Sign - Temporary	See Fremont Master Fee Schedule

Any encroachment in the right of way in the Downtown Commercial District, such as sidewalk cafés, awnings, etc will be assessed by the following fee schedule:

Project Valuation	Fee
\$1.00—\$50.00	See Fremont Master Fee Schedule
\$51.00—\$200.00	See Fremont Master Fee Schedule
\$201.00—\$1,000.00	See Fremont Master Fee Schedule
\$1,001.00—\$5,000.00	See Fremont Master Fee Schedule
Over \$5,001.00	See Fremont Master Fee Schedule

Other Plan Review and Inspection Related Fees:

- (1) Inspections Performed Outside of Normal Business Hours. Where previously approved by the Code Official, inspections performed outside of normal business hours shall be billed at a rate in accordance with the Fremont Master Fee Schedule with a minimum of a one and one-half hour charge.
- (2) Re-inspections. A re-inspection fee in accordance with the Fremont Master Fee Schedule may be assessed by the Code Official when:
 - a. Inspections called for are not ready, or are not readily available for inspection,
 - b. The building address or permit is not clearly posted,
 - c. City approved plans are not on-site, or
 - d. Correction items have not been corrected.
- (3) Plan Review and Inspections For Which No Fee Is Specifically Identified. Plan review fee and inspection fees, including re-review of shall be assessed at a rate according the Fremont Master Fee Schedule.

Work Performed Without A Permit Fee: If work for which a permit is required by the building ordinance is commenced prior to obtaining a required permit, the following penalties will be assessed:

- (a) First Offense: A fee of \$100.00 plus the permit fees per the Fremont Master Fee Schedule.
- (b) Second Offense: A fee of \$500.00 plus the permit fees per the master fee schedule.
- (c) Third Offense: A general contractor performing work without a permit will not be issued any building permits for 6 months and must be reviewed by the Building Code Advisory and Appeals Board before reissuance of permits. The master registration for the electrical, mechanical or plumbing contractor performing work without a permit will be revoked for 6 months and reinstated after review by the Building Code Advisory and Appeals Board.

Registration Fees: All tradesmen engaged in the electrical, mechanical, or plumbing contracting business, erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing system, in whole or in part, are required to obtain an occupational registration and pay a fee as follows:

REGISTRATION	FEE
Master Registration	See Fremont Master Fee Schedule
Master Examination*	See Fremont Master Fee Schedule
Journeyman Registration	See Fremont Master Fee Schedule
Journeyman Examination*	See Fremont Master Fee Schedule
Apprentice Registration	See Fremont Master Fee Schedule
Onsite Wastewater Treatment Professional Registration	See Fremont Master Fee Schedule
Water Conditioning Contractor/Installer Registration	See Fremont Master Fee Schedule
Water Conditioning Contractor/Installer Examination*	See Fremont Master Fee Schedule
Renewal Fee	See Fremont Master Fee Schedule

* For examinations administered by the City. All other examination fees shall be paid directly to the proctor.

SECTION 2. REPEALER. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

PASSED AND APPROVED THIS 14th DAY OF JANUARY, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Brian Newton, City Administrator
DATE: January 14, 2020
SUBJECT: Ordinance No. 5525 – sale of City property

Recommendations: 1) Move to hold first reading.

BACKGROUND: The City owns approximately 80 acres known as the Tech/Business Park. Travis (T.J.) Bird and Molly Bird are proposing to purchase what is shown as Lot 24 (1.45 acres) in the park for \$47,048 to relocate their business.

FISCAL IMPACT: \$47,048

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“Agreement”) is made this ____ day of _____ 2019, by and between the City of Fremont, Nebraska, a Nebraska municipal corporation, hereinafter called “Seller”, and Travis (T.J.) Bird and Molly Bird (husband and wife), a Nebraska sole proprietor, hereinafter called “Purchaser”.

1. Real Property. Seller hereby agrees to sell and Purchaser hereby agrees to purchase the following-described real estate:

Lot ____ of the Fremont Technology Park First Addition, to the City of Fremont, Dodge County, Nebraska, being described as follows: _____, containing 1.45 acres, more or less (the “Property”).

2. Deed and Title. The legal description of the Property shall be confirmed with the title insurance commitment and, at Purchaser’s option, a survey. Seller agrees to convey title to Purchaser, or Purchaser’s nominees, by Special Warranty Deed, free and clear of all liens, encumbrances, or special assessments levied or assessed or estimated to be assessed for projects constructed or under construction, except easements and restrictions of record or any zoning laws, regulations or ordinances affecting the Property as will not materially interfere with such use of the Property as Purchaser might reasonably expect to make in view of the general character of the area and neighborhood in which the Property is located.

3. Purchase Price, Manner of Payment, and

A. **Purchase Price.** Purchaser agrees to pay to Seller for the Property the sum of Thirty-two Thousand Five Hundred and No/100 Dollars per acre or a total purchase price of Forty Seven Thousand Forty Eight Dollars (\$47,048.00) (the “Purchase Price”) as follows:

B. **Earnest Money.** At the signing of the Agreement, Purchaser shall pay earnest money of Two Thousand and No/100 Dollars (\$2,000.00), to be deposited with Dodge County Title Company; and

C. **Remaining Balance.** The Purchaser shall pay the balance in cash or certified check at time of closing and delivery of Deed.

D. **Partial Refund of Purchase Price.** The Seller received a Community Development Block Grant (CDBG) in the amount of \$975,392 to stimulate the location of thirty-one (31) new jobs in the Property. If the Seller meets this job growth target before April 22, 2022, Seller shall refund Purchaser a sum of Seventeen Thousand Six Hundred Seventy Eight and No/100 Dollars (\$17,678.00). If Seller is not successful in meeting the job growth target before April 22, 2022, the Purchaser shall not receive a refund of the Purchase Price.

4. Conditions. This Agreement is expressly conditioned on:

A. **Purchaser’s Conditions Precedent.** (i) The Purchaser obtaining conventional financing at a reasonable rate of interest in Purchaser’s discretion in

order to purchase the land and to make the improvements which Purchaser contemplates on the land. Purchaser will exercise its best effort to obtain said loan.

If the above conditions have not been approved and completed within one hundred twenty (120) days from the date of the last party to sign this Agreement, this Agreement is to be null and void, and the earnest money of Two Thousand and No/100 Dollars (\$2,000.00) paid herewith shall be forfeited by the Purchaser.

B. Seller's Conditions Precedent. Seller's obligation to sell the Property to Purchaser is conditioned on: (i) the passage and approval of an ordinance by the City Council of the City of Fremont and publication of notice of sale and right of remonstrance as provided by Neb. Rev. Stat. §16-202. Closing shall not occur until the lapse of thirty (30) days following the last day of publication with no remonstrance.

5. Possession and Closing. Closing of this sale shall take place and possession of the Property shall be delivered to the Purchaser upon the latter to be achieved: (a) within thirty (30) days of Purchaser's loan being approved by its lending institution; and (b) the failure of remonstrance as provided by law.

6. Taxes. The Property has been exempt from real estate taxes for tax year 2019 and prior years. Upon the sale and transfer of the Property to Purchaser, the Property shall lose the exemption and Purchaser shall be responsible for the applicable real estate taxes.

7. Inspections. Seller will permit inspections of the Property by Purchaser personally, by third-party inspectors selected by Purchaser or for any inspections subsequently agreed to in writing between Seller and Purchaser, or as required by Purchaser's lender, upon reasonable advance notice to Seller. Purchaser and Seller may be present during inspections.

8. Title Insurance. Seller shall furnish title insurance showing merchantable title of record in Seller to the Property. In the event of defects in title, Seller shall be notified and Seller shall proceed immediately to have said defects cured within a reasonable time after notice. Closing may be extended for a short reasonable time necessary to cure said title defects. The cost of said title insurance shall be the responsibility of the Purchaser. If there are defects in the title which cannot be cured as specified above, the earnest money is to be refunded to Purchaser.

9. Revenue Stamps. The transfer and conveyance to Purchaser shall qualify for the exemption available under Neb. Rev. Stat. § 76-902(2).

10. Insurance. Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Purchaser. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Purchaser shall have the right to rescind this agreement, and Seller shall then refund the Deposit to Purchaser. Purchaser agrees to provide its own hazard insurance as of the date of closing.

11. Condition of Property. Property is being sold "as is", with no representation or warranties, expressed or implied, by the Seller with respect to health, safety or environmental conditions. Purchaser represents that it has had the opportunity to examine said Property and that its decision to purchase the property is based upon its own examination and not upon any representation of the Seller or any of the Seller's agents.

State of NEBRASKA)
)ss
County of DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, a Nebraska sole proprietor.

Notary Public

DRAFT

CITY OF FREMONT, NEBRASKA
Ordinance No. 5525
(Sale of Interest in City Owned Real Estate)

AN ORDINANCE PERTAINING TO THE SALE AND CONVEYANCE OF REAL ESTATE OWNED BY THE CITY OF FREMONT, NEBRASKA TO TRAVIS (T.J.) BIRD AND MOLLY BIRD, A NEBRASKA SOLE PROPRIETOR, PURSUANT TO NEBRASKA LAW.

BE IT ORDAINED by the City Council of the City of Fremont, Nebraska:

Section 1. The City of Fremont, Nebraska owns certain real estate and appurtenances located in Fremont, Nebraska legally described as:

Lot ____ of the Fremont Technology Park Subdivision, to the City of Fremont, Dodge County, Nebraska, being described as follows: _____, containing 1.45 acres, more or less (the "Property").

Section 2. The City Council of the City of Fremont, Nebraska hereby finds and determines that it is necessary and desirable to sell the Property, consisting of approximately 1.456 acres of land owned by the City of Fremont, Nebraska to Travis (T.J.) Bird and Molly Bird (husband and wife), a Nebraska Sole Proprietor, pursuant to the terms of the Purchase Agreement and in compliance with Neb. Rev. Stat. § 16-202.

Section 3. The purchase terms upon which the City of Fremont, Nebraska shall sell the subject real estate to Dodge County, shall require a purchase price of Forty Seven Thousand Forty Eight Dollars (\$47,048.00) to be paid to the City according to the terms in the Purchase Agreement. The sale of such subject real estate to Travis and Molly Bird is subject to the following conditions:

- a. The City of Fremont, Nebraska compliance with the requirements of Neb. Rev. Stat. § 16-202, which requires the publication of the intent of the City to sell the subject real estate and no remonstrance filed by thirty percent (30%) of the voting public in objection thereto.
- b. The terms of such sale are contained in the proposed Purchase Agreement attached as Exhibit "A" and incorporated by this reference.

Section 4. This Ordinance shall be in full force and effect from and after its final passage and publication as required by law. In accordance with Neb. Rev. Stat. § 16-202, the Notice of the proposed sale shall be published for three (3) consecutive weeks in a legal newspaper published in and of general circulation in the City of Fremont, Nebraska.

Passed and approved this 11th day of February, 2020.

CITY OF FREMONT, NEBRASKA

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

EXHIBIT "A"
Purchase Agreement
(See Attached)

AGENDA REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Susan Jacobus - Ward 2 - City Council Member/President

DATE: January 9, 2020

SUBJECT: Motion to approve authorization of the City Attorney to obtain a formal written opinion from the Nebraska Accountability and Disclosure Commission in regard to the Mayor's potential conflict of interest involved in the passage of Ordinance 5507, which was an interdependent condition of Resolution 2019-229.

RECOMMENDATION: Motion to approve authorization of the City Attorney to draft a formal letter and complete the requisite forms for the Council's approval and submission to the Nebraska Accountability and Disclosure Commission in regard to the Mayor's potential conflict of interest and involvement in discussing, advocating for and voting in the passage Ordinance 5507, which was interdependent condition of Resolution 2019-229.

Background:

The Mayor participated in discussion, advocated for passage and cast the deciding vote in the passage of Ordinance 5507, which was an interdependent condition of Resolution 2019-229.

The Mayor holds a Trustee position for the Resolution 2019-229 applicant.

The City Council wishes to have the City Attorney seek and obtain a formal opinion from the Nebraska Office of Accountability and Disclosure Commission regarding the Mayor's potential conflict of interest in the passage of these interdependent matters.

With approval of this motion, the City Attorney is hereby commissioned to draft a formal letter of inquiry and complete the requisite forms for the Council's approval and to submit the Council approved documents to the Nebraska Accountability and Disclosure Commission in order to obtain a written opinion regarding the Mayor's potential conflict of interest and involvement in the discussion, advocacy, voting and passage Ordinance 5507, which was an interdependent condition of Resolution 2019-229.

Fiscal Impact: None

AGENDA ITEM

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

AGENDA REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Brad Yerger - Ward 4 - City Council Member

DATE: January 9, 2020

SUBJECT: Clarification, assured accuracy and/or correction of any procedural malfeasance or result in regard to the passage and final language of Ordinance 5507, as amended at the November 26, 2019 Council meeting.

RECOMMENDATION: Motion to approve clarification, assure accuracy and/or make any necessary corrections to the final language of Ordinance 5507, as amended at the November 26, 2019 Council meeting.

Background: Ordinance 5507 was initially offered for 1st reading on October 8, 2019.

Ordinance 5507 was on the October 26, 2019 Council agenda as 2nd reading and the proposed Ordinance language was unchanged from October 8, 2019.

Ordinance 5507 was on the November 14, 2019 Council agenda as final reading. However, the attached Ordinance 5507 language reflected some differences and indicated a strike through of paragraph 3. This strike through edit was not offered, acted on or approved by Council at this, or previous meetings. An alternative rewrite of Ordinance 5507 was also offered at this meeting as a late filed exhibit by Staff, but no discussion or action on that language, or the Ordinance final reading documents, was allowed. Further action on the Ordinance was continued to the November 26, 2019 meeting.

The amendment of, and final passage of, Ordinance 5507 at the November 26, 2019 meeting was predicated on a motion that required using and amending the "Original Resolution 5507" language.

The "Original Resolution 5507" language re-entered into the record and used at the November 26, 2019 meeting requires validation. It should, and does, appear to match the Planning Commission version of the language discussed at their July 9, 2019 meeting. It also appears to match the version of the language originally presented to the City Council at the October 8, 2019 meeting and the language presented at the 2nd reading on October 26, 2019, but not at the November 12 meeting. For the November 12 meeting the Resolution language was shown with a strike thorough edit in paragraph 3.

The “Original” Resolution language being used at the November 26, 2019 meeting should match the October 8, 2019 1st and 2nd reading language since that language was never formally changed or amended by City Council action to reflect the language that was in the Staff supportive material at the November 12, 2019 meeting nor in the language suggested in redline edits offered by Staff in the November 26, 2019 Council packet material; that red line suggested striking paragraph 3, but no such action was taken.

Given the sequence of events and a video/audio review of Council actions, a validation of final Ordinance 5507 language is required before implementation since the 1st reading October 8, 2019 Ordinance 5507 language was never officially modified or amended by Council action before its reference and use in obtaining final passage of Ordinance 5507 at the November 26, 2019 meeting.

At the November 26, 2019 meeting, the only amendment offered and approved was an amendment to paragraph 2 of the Original Ordinance for the purpose of removing the 300’ AR provisions cited in paragraph 2.

The “Original” version of the Ordinance has a paragraph 3, which listed the unit values for three separate residential zoning districts. Validation needs to occur to assure that the “final approved” version of the Ordinance 5507 language includes the un-amended Original Ordinance 5507 paragraph 3 language.

Recommendation: In summary, final passage of Ordinance 5507 needs to reflect the Original Resolution 5507 “1st reading” language from the October 8, 2019 meeting, along with the approved November 26 amendment made to paragraph 2.

Validation needs to insure that the amendment motion made at the November 26, 2019 meeting, which, as stated, only removed “the AR provisions cited in paragraph 2” of the “Original Ordinance” 5507 language. The the approved amendment did not address modifying paragraph 3 of the “Original” Resolution language and this should be confirmed.

Fiscal Impact: None

November 12, 2019 Recorded Minutes for Ordinance 5507 aproval from November 26, 2019 meeting.

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

As offered
at the Nov. 26
mtg in response
to request to
have the "original"
language

ORDINANCE NO. 5507

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

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

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

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

WHEREAS, a public hearing on the proposed amendment to Exhibit B of Ordinance 5427 was held by the Planning Commission on September 16, 2019 and subsequently by the City Council on October 8, 2019; and

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

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

SECTION 1. Amendments to Chapter 11 of the Fremont Municipal Code pertaining to subdivision and site development regulations, hereinafter referred to as the Unified Development Code of the City of Fremont ("UDC"), particularly amendments to Sections 11-504.01 is hereby amended and replaced as shown below, incorporated by reference herein:

Sec. 11-504.01. - Residential and commercial use of the home standards.
The standards of this section apply to residential and commercial use of the home that are specified in Table 11-504.01., Residential and Commercial Use of the Home, as limited ("L") or conditional ("C").

- B. Multifamily Dwellings are permitted if it is demonstrated that:*
- 1. They are located greater than 300 feet from either R, MH, BP, LI, GI, AV or PO district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a collector or arterial roadway;*
 - 2. If located in the SR or AR district, the proposed multifamily dwellings shall be located greater than 300 feet from any other multiple family development, as measured from the boundary lines nearest each other;*
 - 3. There are no more than 6 units per acre in the SR district, 12 units per acre in the AR district and 24 units per acre in the UR district;*

- The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.*

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

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

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

PASSED AND APPROVED THIS 12th DAY OF NOVEMBER, 2019

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk



CITY OF FREMONT NEBRASKA

CITY COUNCIL MEETING

November 26, 2019

City Council Chambers 400 East Military, Fremont NE

REGULAR MEETING – 7:00 P.M.

PUBLIC COMMENT – 6:30 P.M.

AMENDED AGENDA

REGULAR MEETING:

1. Meeting called to order
2. Roll call
3. Mayor comments
(There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)
4. Motion to adopt current agenda for November 26, 2019 Regular Meeting
5. Recertification Presentation for Economic Development Certified Community with Lt. Governor Mike Foley
6. Executive Session to discuss threatened or potential litigation

PUBLIC HEARINGS:

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

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

8. Motion to approve November 12, 2019 through November 26, 2019 claims and authorize checks to be drawn on the proper accounts (staff report)
9. Dispense with and approve November 12, 2019 City Council Meeting Minutes and Community Development Agency Meeting Minutes
10. Resolution 2019-241 to accept Sid Dillon Fleet UNL Contract #3085-19-2510 quote for 1 (ONE) new 1-ton truck for the Parks Department (staff report)
11. Resolution 2019-242 to accept Sid Dillon Fleet UNL Contract #3085-19-2510 quote for 1 (ONE) new ¾-ton truck for the Parks Department (staff report)

12. Resolution 2019-243 authorizing the purchase of Aviation General Liability Insurance with Ace Property and Casualty Insurance Company (staff report)
13. Resolution 2019-244 to ratify the elections of the League Association of Risk Management (LARM) Board of Directors (staff report)
14. Consideration of excavation/asphalt/concrete license application(s) (staff report)
15. Resolution 2019-245 authorizing the purchase of enhanced terms including business interruption, dependent business interruption, and system failure to the City's insurance coverages for the cyber liability policy with Beazley and issued through the League Association of Risk Management (LARM) (staff report)
16. Resolution 2019-246 authorizing bid waiver/sole source purchase of one Zoll X-Series Heart Monitor/Defibrillator from the Zoll Medical Corporation (staff report)
17. Receive Local Option Economic Development Fund (LB840) Quarterly Report (staff report)
18. Motion to set time for December 30, 2019 City Council Meeting to 5:30 p.m. to conduct automatic clearing house transactions on December 30, 2019 (staff report)
19. Receive Traffic Committee Report and consider Resolution 2019-247 authorizing placement of a stop sign at Lincoln Ave. and 26th St. (staff report)

UNFINISHED BUSINESS: requires individual associated action

20. Ordinance 5512 amending Chapter 3, Section 3-230 of the Fremont Municipal Code titled Municipal Sewerage System; charge and considerations for connections (second reading) (staff report)
21. Ordinance 5507 amending Exhibit B of Ordinance 5427 Section 11-504.01 regarding placement and density of multifamily dwellings (final reading) (staff report)
22. Ordinance 5516 annexing by voluntary petition 2.821 acres of property described as a tract of land being a portion of lot 8, poultry complex addition generally situated on the south side of Cloverly Rd., approximately 195 feet east of S. Main Street (second reading) (staff report)
23. Ordinance 5515 detaching property consisting of 12.34 acres generally situated east of South Main St. and north of Farm Hills Rd. (second reading) (staff report)
24. Ordinance 5513 to rezone property associated with Brooks Hollow generally located at Aberdeen Street and Peterson Avenue, from R Rural to SR Suburban Residential (second reading) (staff report)
25. Ordinance 5514 annexing by voluntary petition Brooks Hollow Second Addition (second reading) (staff report)

NEW BUSINESS: requires individual associated action

26. Ordinance 5518 repealing and replacing Chapter 3, Article 7 Section 3-701 of the Fremont Municipal Code titled Municipal Library; operation and funding (first reading)(staff report)
27. Ordinance 5519 pertaining to the sale and conveyance of real estate, a portion of Lot 4 of the Nelson Business Park owned by the City of Fremont, Nebraska to Del Peterson and Associates, Inc., a, Nebraska Corporation, pursuant to Nebraska law (first reading)(staff report)
28. Adjournment

Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: November 26, 2019
SUBJECT: Request for change to Section 11-504.01(B) of the UDC

Recommendation: Move to amend Ordinance 5507, hold third reading of the amended ordinance

Background:

Councilman Yerger and I have been working to develop amended language that provides some design guidance for multifamily structures and distance requirements for tall structures adjacent to existing single or two story residential structures, particularly in existing residential areas.

The changes require architectural compatibility with surrounding residential areas, transition between land uses, and the opportunity for additional setbacks and landscape buffering.

Additional design guidance in the proposed ordinance would orient buildings to the street when possible, move parking lots away from the street, and eliminate long solid walls from being constructed adjacent to existing single family dwellings with windows facing the wall.

The suggested amendments to the ordinance are attached.

Multi-family dwellings require a Conditional Use Permit in the SR, Suburban Residential; AR, Auto-urban Residential, and; UR, Urban Residential zoning districts. At the time the UDC was adopted, the Conditional Use Permit was required only in the SR and AR districts. Multi-family dwellings were a permitted use in the UR district.

The requirement to make multi-family dwellings a conditional use in the UR district occurred between the tenure of the prior planning director and that of the current director. The staff report does not specify the reason for the change.

The change led to inconsistency in portions of the UDC regarding the total number of units permitted per acre and in the distance from other multi-family developments.

Table 11-602.01 allows a maximum gross density of 6 multi-family units per acre in the SR district; 12 units per acre in the AR district; and, 24 units per acre in the UR district.

Section 11-504.01(B)(3) currently states that multifamily dwellings are permitted if "There are no more than 12 units per acre."

The prior zoning code distinguished between multi-family developments of 12 units or less and those with 12 units or more. Multi-Family developments with 12 unit or less were allowed in the R-3 district with a Conditional Use Permit. Multi-family developments of any size were allowed in the R-4 district. This seems to be where the "12 units per acre" stipulation originated.

This proposal establishes consistency between the number of multi-family units per acre allowed in Table 11-602.01 and in the Conditional Use requirements in Section 11.504.01(B)3.

Section 11-504.01(B)2 states that multifamily developments should be greater than 300 feet from any other multi-family development. The SR and AR districts are lower density districts so a distance between multi-family districts is reasonable. The UR district is designed to be a higher density district, so the distance requirement between developments does not make sense. This proposal is to require a distance between multi-family developments only in the SR and AR districts.

The proposed language is redlined below:

Sec. 11-504.01. - Residential and commercial use of the home standards.

The standards of this section apply to residential and commercial use of the home that are specified in Table 11-504.01., Residential and Commercial Use of the Home, as limited ("L") or conditional ("C").

B. Multifamily Dwellings are permitted if it is demonstrated that:

- 1. They are located greater than 300 feet from either R, MH, BP, LI, GI, AV or PO district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a collector or arterial roadway;*
- 2. If located in the SR or AR district, ~~They~~ the proposed multifamily dwellings shall be ~~are~~ located greater than 300 feet from any other multiple family development, as measured from the boundary lines nearest each other;*
- 3. ~~There are no more than 6 units per acre in the SR district, 12 units per acre in the AR district and 24 units per acre in the UR district;~~*
- 4. The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.*

ORDINANCE NO. 5507

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING EXHIBIT B OF ORDINANCE 5427, SPECIFICALLY PORTIONS OF THE UDC, CHAPTER 11, ZONING, SECTION §11-504 LIMITED AND CONDITIONAL USES, SPECIFICALLY SECTION §11-504.01. RESIDENTIAL AND COMMERCIAL USE OF THE HOME STANDARDS; PROVIDING FOR REPEAL OF THE ORDINANCE SECTION IN CONFLICT HEREINWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, a public hearing on the proposed amendment to Exhibit B of Ordinance 5427 was originally held by the Planning Commission on September 16, 2019 and subsequently by the City Council on October 8, 2019 and, after further amendment, again on November 12; and

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

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

SECTION 1. Amendments to Chapter 11 of the Fremont Municipal Code pertaining to subdivision and site development regulations, hereinafter referred to as the Unified Development Code of the City of Fremont ("UDC"), particularly amendments to **Section §11-504.01. Residential and Commercial Use of the Home Standards** is hereby amended and replaced as shown below, incorporated by reference herein:

Sec. §11-504.01. Residential and Commercial Use of the Home Standards.

The standards of this section apply to residential and commercial use of the home that are specified in §Table 11-504.01. Residential and Commercial Use of the Home, as limited ("L") or conditional ("C").

B. Multifamily Dwellings may be granted a Conditional Use Permit if it is demonstrated that:

1. the dwellings are located greater than 300 feet from either R, MH, BP, LI, GI, AV or PO district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a collector or arterial roadway; and
2. A Multifamily Dwelling Plan has been filed, reviewed and subsequently approved by the City Council as meeting the following criteria: (a) architectural compatibility with the character of surrounding residential area; (b) proper UDC zoning district(s), # of units per acre and transition

requirements between land uses; (c) does not lend itself to potential area overcrowding; (d) provides adequate setbacks and distance between buildings and other residential land uses, open space and parking; (e) and adequately protects the public health, safety and welfare requirements set forth in §11-316.05, including requirements for a site plan, building and impervious coverages and landscape buffering requirements (the City Council may require additional landscape buffering, setback, building separation or architectural treatment, e.g., porches or building articulation to ensure compatibility with the area); and

3. Multifamily buildings that are not separated by a collector or arterial street, are more than two stories tall, or are immediately adjacent to single family structures or lots, or other two story residential structures or lots, shall be set back a minimum distance of one foot for each foot of building height (as measured at the highest roof point) from the lot boundary line of the adjacent property; and
4. Garages and other accessory structures shall not be placed adjacent to a residential structure that has windows on the wall that abuts the garage or accessory structure; and
5. Buildings shall have their primary entrance(s) oriented to the street unless the City Council approves an alternative orientation.
6. Off-street parking lots shall not be placed between the buildings and the street unless the City Council approves such a placement.
7. The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED THIS 12th DAY OF NOVEMBER, 2019

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk



CITY OF FREMONT NEBRASKA

COMMUNITY DEVELOPMENT AGENCY MEETING
November 12, 2019 – 7:00 P.M.
City Council Chambers 400 East Military, Fremont NE
AGENDA

1. Meeting called to order
2. Roll call
3. Resolution 2019-007 forwarding a proposed Redevelopment Plan for Fremont Mall – Enhanced Employment Area to the Planning Commission for purposes of review, public hearing and recommendation regarding said plan's conformity with the comprehensive plan of the City (staff report)
4. Adjournment

CITY COUNCIL MEETING
November 12, 2019
City Council Chambers 400 East Military, Fremont NE
REGULAR MEETING – 7:00 P.M.
AMENDED AGENDA

REGULAR MEETING:

1. Meeting called to order
2. Roll call
3. Mayor comments
(There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)
4. Motion to adopt current agenda for November 12, 2019 Regular Meeting
5. Executive Session to discuss threatened or potential litigation

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

6. Motion to approve October 30, 2019 through November 12, 2019 claims and authorize checks to be drawn on the proper accounts (staff report)
7. Move to receive Report of the Treasury (staff report)
8. Dispense with and approve October 29, 2019 City Council Meeting Minutes

9. Resolution 2019-230 authorizing Mayor to sign street and parking space closure agreement for live reindeer attraction at the annual downtown Christmas Walk (staff report)
10. Move to appoint Jackson Radloff, Jared Poskochil, Jaydn Foster, and Francisco Cortes as Fremont Police Officers per recommendation of the Mayor (staff report)
11. Resolution 2019-231 accepting and authorizing the execution of a service/consultant agreement with Northeast Nebraska Economic Development District (NENEDD) for the general administration of Community Development Block Grant 19-EM-002 (staff report)
12. Consideration of excavation/asphalt/concrete license application(s) (staff report)
13. Resolution 2019-232 of the City Council of the City of Fremont, Nebraska, to renew the Department of Utilities' property insurance program with Starr Tech and Associated Electric & Gas Insurance Services Limited (AEGIS) for the November 27, 2019 to November 27, 2020 policy year (staff report)
14. Resolution 2019-234 to allow the Mayor and Chief of Police to sign the Equitable Sharing Agreement and Certification to fund the III Corp Drug Task Force with seizure funds from drug investigations (staff report)
15. Motion to approve fee waiver request for Christensen Field Indoor Horse Arena (staff report)
16. Motion to approve and authorize execution of Memorandum of Understanding with Fremont Public Schools authorizing School Resource Officers (staff report)
17. Resolution 2019-235 of the City Council of the City of Fremont, Nebraska, to approve the renewal of Maintenance Agreement No. 11, and all related documents, with the Nebraska Department of Roads (staff report)

PUBLIC HEARINGS:

18. Resolution 2019-236 to approve the Class I Liquor License for Chuy's Mexican Restaurant, LLC dba Chuy's Mexican Restaurant located at 215 N. Main Street, Suite B (staff report)
19. Resolution 2019-237 to approve the Class C Liquor License for Downtown Dugout Bar, LLC dba Dugout Bar on Main located at 239 E. 6th Street (staff report)
20. Resolution 2019-227 to approve a Conditional Use Permit to expand the Deerfield Clubhouse Apartments by 44 units on property legally described as Lot 1, Deerfield Second Addition, Fremont, Nebraska (staff report)
21. Resolution 2019-226 authorizing a conditional use permit for self storage units on a 3.83 acre parcel located at 460 W. 52nd Street. (staff report)
22. Resolution 2019-224 to allow a modification to an existing Conditional Use Permit to all the removal of a 73' cell tower and replace it with a 129' cell tower located at 1600 E. Military Ave. (staff report)
23. Resolution 2019-228 approving an amendment to a pre-existing Conditional Use Permit to reduce the area included in such permit on property located east of Linden Elementary School and south of the Presbyterian Church parking lot on the corner of Linden and K Streets (staff report)
 - a. Resolution 2019-229 of the City Council of the City of Fremont, Nebraska, approving a Conditional Use Permit for Four Triplex Dwelling Units on property generally located at Linden and K Streets (staff report)

24. Ordinance 5516 annexing by voluntary petition 2.821 acres of property described as a tract of land being a portion of lot 8, poultry complex addition generally situated on the south side of Cloverly Rd., approximately 195 feet east of S. Main Street (first reading) (staff report)
 - a. Ordinance 5515 detaching property consisting of 12.34 acres generally situated east of South Main St. and north of Farm Hills Rd. (first reading) (staff report)
25. Ordinance 5513 to rezone property associated with Brooks Hollow generally located at Aberdeen Street and Peterson Avenue, from R Rural to SR Suburban Residential (first reading) (staff report)
 - a. Resolution 2019-225 of the City Council of the City of Fremont, Nebraska, to approve the Brooks Hollow Second Addition Final Plat (staff report)
 - b. Ordinance 5514 annexing by voluntary petition Brooks Hollow Second Addition (first reading) (staff report)

UNFINISHED BUSINESS: requires individual associated action

26. Resolution 2019-209 of the City Council of the City of Fremont, Nebraska approving the City Council Meeting Agenda Policy
27. Ordinance 5512 amending Chapter 3, Section 3-230 of the Fremont Municipal Code titled Municipal Sewerage System; charge and considerations for connections (second reading) (staff report)
28. Ordinance 5506 voluntary annexation application for approximately the north 220' of Lot 1, Fountain Springs Fourth Subdivision (final reading) (staff report)
29. Ordinance 5507 amending Exhibit B of Ordinance 5427 Section 11-504.01 regarding placement and density of multifamily dwellings (final reading) (staff report)
30. Council Member Ellis item - Reconsideration of Resolution 2019-188 for a conditional use permit to allow agricultural crops planted and cultivated in residential zoning inside the City limits at SunRidge Place, generally located at between Military Avenue (report)

NEW BUSINESS: requires individual associated action

31. Consider recommendation from the Joint Water Management Advisory Board (JWMAB), Resolution 2019-238 to authorize Northeast Nebraska Economic Development District to provide grant administration and authorize the City Administrator to sign an agreement with JEO Consulting Group on behalf of the JWMAB (staff report)
32. Resolution 2019-239 of the City Council of the City of Fremont, Nebraska, authorizing City of Fremont, Department of Utilities Staff to sign a purchase agreement with S.T. Cotter for U8 Turbine Valves and Generator Inspection (staff report)
33. Resolution 2019-240 approving a Local Option Economic Development Loan for \$165,000 to 505 Brewing Company, LLC, authorizing staff to negotiate a loan agreement, and authorizing the Mayor to sign the appropriate loan transactions (staff report)
34. Ordinance 5517 to create a clean energy assessment district; to establish definitions; to provide for the financing, administration, and collections, to promote energy efficiency improvements and renewable energy systems known as Property Assessed Clean Energy (PACE) District (first reading) (staff report)

35. Council Member Yerger item - Motion to approve authorization of the City Attorney to research other communities, develop an implementation plan, and draft a City Policy for instituting public prayer at the beginning of all Fremont City Council Meetings (report)
36. Council Member Yerger item - Motion to approve requiring the City Clerk to prepare, maintain and present a cumulative informative report on Open Meeting Period discussion topics, including drop box card topics, compiled from prior meetings, along with the City's action type designation (actionable/non-actionable), action assignment, the disposition status and the date of resolution of actionable items (report)
37. Adjournment

Agenda posted at the Municipal Building on November 6, 2019 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on November 6, 2019. This meeting is preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

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

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

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

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

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

Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: November 12, 2019
SUBJECT: Request for change to Section 11-504.01(B) of the UDC

Recommendation: Move to amend Ordinance 5507 by removing paragraph 504.01(B) (3) from proposed Ordinance 5507, hold third reading of the amended ordinance

Background:

Councilman Yerger recommended a change to this proposal at the October 29, 2019 City Council meeting. The recommendation was to strike paragraph 504.01(B)3 instead of adding language to it. That suggestion is an elegant solution which minimizes the need for multiple changes should the density in table 11.602.01 change in the future. The proposed ordinance has been revised to reflect this change, however, a motion should be made to remove this paragraph from the ordinance.

Multi-family dwellings require a Conditional Use Permit in the SR, Suburban Residential; AR, Auto-urban Residential, and; UR, Urban Residential zoning districts. At the time the UDC was adopted, the Conditional Use Permit was required only in the SR and AR districts. Multi-family dwellings were a permitted use in the UR district.

The requirement to make multi-family dwellings a conditional use in the UR district occurred between the tenure of the prior planning director and that of the current director. The staff report does not specify the reason for the change.

The change led to inconsistency in portions of the UDC regarding the total number of units permitted per acre and in the distance from other multi-family developments.

Table 11-602.01 allows a maximum gross density of 6 multi-family units per acre in the SR district; 12 units per acre in the AR district; and, 24 units per acre in the UR district.

Section 11-504.01(B)(3) currently states that multifamily dwellings are permitted if "There are no more than 12 units per acre."

The prior zoning code distinguished between multi-family developments of 12 units or less and those with 12 units or more. Multi-Family developments with 12 unit or less were allowed in the R-3 district with a Conditional Use Permit. Multi-family developments of any size were allowed in the R-4 district. This seems to be where the "12 units per acre" stipulation originated.

This proposal establishes consistency between the number of multi-family units per acre allowed in Table 11-602.01 and in the Conditional Use requirements in Section 11.504.01(B)3.

Section 11-504.01(B)2 states that multifamily developments should be greater than 300 feet from any other multi-family development. The SR and AR districts are lower density districts so a distance between multi-family districts is reasonable. The UR district is designed to be a higher density district, so the distance requirement between developments does not make

sense. This proposal is to require a distance between multi-family developments only in the SR and AR districts.

The proposed language is redlined below:

Sec. 11-504.01. - Residential and commercial use of the home standards.

The standards of this section apply to residential and commercial use of the home that are specified in Table 11-504.01., Residential and Commercial Use of the Home, as limited ("L") or conditional ("C").

B. Multifamily Dwellings are permitted if it is demonstrated that:

- 1. They are located greater than 300 feet from either R, MH, BP, LI, GI, AV or PO district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a collector or arterial roadway;*
- 2. If located in the SR or AR district, ~~They~~ the proposed multifamily dwellings shall be ~~are~~-located greater than 300 feet from any other multiple family development, as measured from the boundary lines nearest each other;*
- 3. ~~There are no more than 6 units per acre in the SR district, 12 units per acre in the AR district and 24 units per acre in the UR district;~~*
- 4. The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.*

ORDINANCE NO. 5507

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

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

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

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

WHEREAS, a public hearing on the proposed amendment to Exhibit B of Ordinance 5427 was held by the Planning Commission on September 16, 2019 and subsequently by the City Council on October 8, 2019; and

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

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

SECTION 1. Amendments to Chapter 11 of the Fremont Municipal Code pertaining to subdivision and site development regulations, hereinafter referred to as the Unified Development Code of the City of Fremont ("UDC"), particularly amendments to Sections 11-504.01 is hereby amended and replaced as shown below, incorporated by reference herein:

Sec. 11-504.01. - Residential and commercial use of the home standards.

The standards of this section apply to residential and commercial use of the home that are specified in Table 11-504.01., Residential and Commercial Use of the Home, as limited ("L") or conditional ("C").

B. Multifamily Dwellings are permitted if it is demonstrated that:

- 1. They are located greater than 300 feet from either R, MH, BP, LI, GI, AV or PO district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a collector or arterial roadway;*
- 2. If located in the SR or AR district, the proposed multifamily dwellings shall be located greater than 300 feet from any other multiple family development, as measured from the boundary lines nearest each other;*
- 3. ~~There are no more than 12 units per acre;~~*
- 4. The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.*

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

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

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

PASSED AND APPROVED THIS 12th DAY OF NOVEMBER, 2019

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk



CITY OF FREMONT NEBRASKA

CITY COUNCIL MEETING

October 29, 2019

City Council Chambers 400 East Military, Fremont NE

REGULAR MEETING – 7:00 P.M.

PUBLIC COMMENT – 6:30 P.M.

AMENDED AGENDA

REGULAR MEETING:

1. Meeting called to order
2. Roll call
3. Mayor comments
(There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

PUBLIC HEARINGS:

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

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

5. Motion to approve October 9, 2019 through October 29, 2019 claims and authorize checks to be drawn on the proper accounts (staff report)
6. Dispense with and approve October 8, 2019 City Council Meeting Minutes
7. Resolution 2019-213 authorizing Mayor to sign Knight Event Dinner and Auction street closure agreement (staff report)
8. Motion to approve request to waive rental fees for use of facilities for Post Prom event (staff report)
9. Resolution 2019-217 approving proposed Keno Grant awards as recommended by the Keno Advisory Committee (staff report)
10. Resolution 2019-223 to accept CenturyLink 3 year support quote for the ShoreTel administrative telephone equipment/server for 911 and Police Department (staff report)
11. Motion authorizing the Mayor to sign the Administrative Services Agreement, Client Profile Amendment for the 01/01/2020 Deductible Change, Client Profile Amendment for the 10/01/2019 Renewal, and the Stop Loss Agreement with Blue Cross Blue Shield of Nebraska for Medical and Dental Insurance (staff report)
12. Consideration of excavation/asphalt/concrete license application(s) (staff report)

13. Resolution 2019-218 authorizing City of Fremont Staff to sign a purchase agreement with Thielsch Engineering for Unit 8 Boiler Pressure Part Evaluation and Remaining Useful Life Study, Flow Accelerated Corrosion Study, High Energy Piping Hanger Evaluation (staff report)
14. Motion authorizing the Mayor to sign Confirmation of Purchase Letter for IMA (staff report)
15. Motion authorizing the Mayor to sign Short Term Disability Plan Document for Lincoln Financial (staff report)

UNFINISHED BUSINESS: requires individual associated action

16. Resolution 2019-142 accepting and awarding contract of Saunders County Grading to Sawyer Construction Co. for a Shooting Range (Staff recommends this item be continued indefinitely) (staff report)
17. Resolution 2019-100 Policy for Individual Sewer Connections (staff report)
 - a. Council Member Yerger Item: Resolution 2019-100 Sewer Connection Policy
 - b. Ordinance 5512 amending Chapter 3, Section 3-230 of the Fremont Municipal Code titled Municipal Sewerage System; charge and considerations for connections (first reading) (staff report)
18. Ordinance 5505 to approve speed limits in SunRidge Addition (second reading) (staff report)
19. Ordinance 5506 voluntary annexation application for approximately the north 220' of Lot 1, Fountain Springs Fourth Subdivision (second reading) (staff report)
20. Ordinance 5507 amending Exhibit B of Ordinance 5427 Section 11-504.01 regarding placement and density of multifamily dwellings (second reading) (staff report)

NEW BUSINESS: requires individual associated action

21. Resolution 2019-219 authorizing the purchase of a replacement AM55 Overcenter Aerial Device from ALTEC Industries Incorporated through Sourcewell (staff report)
22. Resolution 2019-220 authorizing Staff to purchase a replacement Ditch Witch RT80T4 Trencher from Ditch Witch Undercon Omaha through Sourcewell (staff report)
23. Resolution 2019-221 to place "No Engine Breaking" signs on Morningside Road between Highway 275 and Luther Road, and receive Traffic Committee Report (staff report)
24. Ordinance 5510 for the sale and conveyance of real estate to the State of Nebraska Department of Transportation for the Southeast Beltway Project (first reading) (staff report)
25. Resolution 2019-222 of the City Council of the City of Fremont, Nebraska, to authorize execution of Preliminary Engineering Services Agreement Supplemental Agreement No. 8 – BO1213, for Rawhide Creek Trail Fremont (staff report)
26. Ordinance 5511 a correction in the recently established rate schedules for electricity consumed by customers of the municipal electric system (first reading) (staff report)
27. Council Member Jacobus item: Discuss consideration of full-time versus part-time Library-based IT staff position – possible action may be taken (report)

28. Adjournment

Agenda posted at the Municipal Building on October 23, 2019 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on October 23, 2019. This meeting is preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

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

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

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

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

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

Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: October 29, 2019
SUBJECT: Request for change to Section 11-504.01(B) of the UDC

Recommendation: Hold Second Reading of the Ordinance 5507

Background:

Multi-family dwellings require a Conditional Use Permit in the SR, Suburban Residential; AR, Auto-urban Residential, and; UR, Urban Residential zoning districts. At the time the UDC was adopted, the Conditional Use Permit was required only in the SR and AR districts. Multi-family dwellings were a permitted use in the UR district.

The requirement to make multi-family dwellings a conditional use in the UR district occurred between the tenure of the prior planning director and that of the current director. The staff report does not specify the reason for the change.

The change led to inconsistency in portions of the UDC regarding the total number of units permitted per acre and in the distance from other multi-family developments.

Table 11-602.01 allows a maximum gross density of 6 multi-family units per acre in the SR district; 12 units per acre in the AR district; and, 24 units per acre in the UR district.

Section 11-504.01(B)(3) currently states that multifamily dwellings are permitted if "There are no more than 12 units per acre."

The prior zoning code distinguished between multi-family developments of 12 units or less and those with 12 units or more. Multi-Family developments with 12 unit or less were allowed in the R-3 district with a Conditional Use Permit. Multi-family developments of any size were allowed in the R-4 district. This seems to be where the "12 units per acre" stipulation originated.

This proposal establishes consistency between the number of multi-family units per acre allowed in Table 11-602.01 and in the Conditional Use requirements in Section 11.504.01(B)3.

Section 11-504.01(B)2 states that multifamily developments should be greater than 300 feet from any other multi-family development. The SR and AR districts are lower density districts so a distance between multi-family districts is reasonable. The UR district is designed to be a higher density district, so the distance requirement between developments does not make sense. This proposal is to require a distance between multi-family developments only in the SR and AR districts.

The proposed language is redlined below:

Sec. 11-504.01. - Residential and commercial use of the home standards.

The standards of this section apply to residential and commercial use of the home that are specified in Table 11-504.01., Residential and Commercial Use of the Home, as limited ("L") or conditional ("C").

B. Multifamily Dwellings are permitted if it is demonstrated that:

- 1. They are located greater than 300 feet from either R, MH, BP, LI, GI, AV or PO district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a collector or arterial roadway;*
- 2. If located in the SR or AR district, They the proposed multifamily dwellings shall be ~~are~~ located greater than 300 feet from any other multiple family development, as measured from the boundary lines nearest each other;*
- 3. There are no more than 6 units per acre in the SR district, 12 units per acre in the AR district and 24 units per acre in the UR district;*
- 4. The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.*

Recommendation: Hold second reading

ORDINANCE NO. 5507

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

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

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

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

WHEREAS, a public hearing on the proposed amendment to Exhibit B of Ordinance 5427 was held by the Planning Commission on September 16, 2019 and subsequently by the City Council on October 8, 2019; and

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

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

SECTION 1. Amendments to Chapter 11 of the Fremont Municipal Code pertaining to subdivision and site development regulations, hereinafter referred to as the Unified Development Code of the City of Fremont ("UDC"), particularly amendments to Sections 11-504.01 is hereby amended and replaced as shown below, incorporated by reference herein:

Sec. 11-504.01. - Residential and commercial use of the home standards.

The standards of this section apply to residential and commercial use of the home that are specified in Table 11-504.01., Residential and Commercial Use of the Home, as limited ("L") or conditional ("C").

B. Multifamily Dwellings are permitted if it is demonstrated that:

- 1. They are located greater than 300 feet from either R, MH, BP, LI, GI, AV or PO district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a collector or arterial roadway;*
- 2. If located in the SR or AR district, the proposed multifamily dwellings shall be located greater than 300 feet from any other multiple family development, as measured from the boundary lines nearest each other;*
- 3. There are no more than 6 units per acre in the SR district, 12 units per acre in the AR district and 24 units per acre in the UR district;*

4. *The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.*

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

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

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

PASSED AND APPROVED THIS 12th DAY OF NOVEMBER, 2019

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk



**CITY OF
FREMONT
NEBRASKA**
CITY COUNCIL MEETING

October 8, 2019

City Council Chambers 400 East Military, Fremont NE
REGULAR MEETING – 7:00 P.M.

AGENDA

REGULAR MEETING:

1. Meeting called to order
2. Roll call
3. Mayor comments
(There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

PUBLIC HEARINGS:

4. Resolution 2019-203 for conditional use permit to expand a non-standard use by constructing an addition located at 1400 Railroad Street (staff report)
5. Ordinance 5506 voluntary annexation application for approximately the north 220' of Lot 1, Fountain Springs Fourth Subdivision (first reading) (staff report)
6. Ordinance 5507 amending Exhibit B of Ordinance 5427 Section 11-504.01 regarding placement and density of multifamily dwellings (first reading) (staff report)
7. Ordinance 5508 amending Exhibit B of Ordinance 5427 to add proposed items (E)–(G) to Section 11-324.04 regarding nonstandard lot development and subdivisions (first reading) (staff report)

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

8. Motion to approve September 25, 2019 through October 8, 2019 claims and authorize checks to be drawn on the proper accounts (staff report)
9. Receive Report of the Treasury (staff report)
10. Dispense with and approve September 24, 2019 City Council Meeting Minutes and October 1, 2019 City Council Study Session Minutes
11. Resolution 2019-204 to accept Sourcewell Navistar (formerly NJPA) Contract #081716-NVS bid for 1 (one) new truck with dump box and snow plow for Fremont Street Department (staff report)

12. Resolution 2019-166 amendment for Fall Festival to extend the hours of 6th Street closure (staff report)
13. Resolution 2019-205 authorizing Staff to execute a purchase agreement with NMC Caterpillar of Omaha, NE for a Caterpillar Backhoe Model 416FST through Sourcewell (staff report)
14. Resolution 2019-206 to enter into a one year maintenance contract with Vertiv Services Inc. for the Uninterruptable Power Supply System for the Fremont/Dodge County Communications Center (staff report)
15. Resolution 2019-207 to accept Sourcewell (formerly NJPA) Contract #122017-TYM bid for 1 (one) new regenerative air street sweeper for Fremont Street Department (staff report)
16. Resolution 2019-208 of the City Council of the City of Fremont, Nebraska, accepting and awarding the proposal of En Pointe Technologies for the renewal and additional Microsoft product licenses (staff report)
17. Motion to approve request for use of Miller Park (South M Street) for church event (staff report)

UNFINISHED BUSINESS: requires individual associated action

18. Council Member Yerger Item – Ordinance 5499 to amend Fremont Municipal Code Section 2-106 Agenda for Meetings (report)
19. Resolution 2019-209 of the City Council of the City of Fremont, Nebraska approving the City Council Meeting Agenda Policy
20. Resolution 2019-199 authorizing the Mayor to sign the cover sheet of the Draft Environmental Assessment, (EA) document for the 23rd Street Viaduct Project (staff report)
21. Ordinance 5503 establishing rate schedules for sewer use by customers of the municipal sewer system (final reading) (staff report)
22. Ordinance 5504 establishing rate schedules for electricity consumed by customers of the municipal electric system (final reading) (staff report)
23. Resolution 2019-200 to approve stop signs (staff report)
24. Ordinance 5505 to approve speed limits in SunRidge Addition (second reading) (staff report)

NEW BUSINESS: requires individual associated action

25. Motion to appoint Garret Jensen as Police Officer per recommendation of the Mayor (staff report)
26. Receive Greater Fremont Development Council report
27. Resolution 2019-210 authorizing the Mayor to sign a contract amendment request letter for Community Development Block Grant # 10-ED-009 (staff report)
28. Resolution 2019-211 authorizing the Mayor to sign a contract amendment request letter for Community Development Block Grant # 16-CD-102 (staff report)
29. Motion authorizing the Mayor to sign the Memorandum of Understanding with the Fraternal Order of Police Lodge No. 37 regarding Article 18 of the current collective bargaining agreement (staff report)
30. Motion authorizing the Mayor to sign the Memorandum of Understanding with the International

Association of Firefighters Local 1015 regarding Article 23 of the current collective bargaining agreement (staff report)

31. Council action removing a falsified staff report from public record and authorize an investigation into the origin, creation, and submission of the document.
32. Resolution 2019-215 to approve Yong Construction Corporation Final Acceptance of Project of the 2019 Pavement Rehab Project by authorizing the Mayor to sign Final Pay Application No. 6 and Final Change Order No. 3 (staff report)
33. Resolution 2019-216 to approve Paver's Inc. Final Acceptance of Project of the Military Ave Asphalt Overlay Project by authorizing the Mayor to sign Final Pay Application No. 2 and Final Change Order No. 1 (staff report)
34. Adjournment

Agenda posted at the Municipal Building on October 4, 2019 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on October 4, 2019. This meeting is preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

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Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: October 8, 2019
SUBJECT: Request for change to Section 11-504.01(B) of the UDC

Recommendation: Introduce and hold First Reading of the Ordinance

Background:

Multi-family dwellings require a Conditional Use Permit in the SR, Suburban Residential; AR, Auto-urban Residential, and; UR, Urban Residential zoning districts. At the time the UDC was adopted, the Conditional Use Permit was required only in the SR and AR districts. Multi-family dwellings were a permitted use in the UR district.

The requirement to make multi-family dwellings a conditional use in the UR district occurred between the tenure of the prior planning director and that of the current director. The staff report does not specify the reason for the change.

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Recommendation: Introduce and hold First Reading

ORDINANCE NO. 5507

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

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

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

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

WHEREAS, a public hearing on the proposed amendment to Exhibit B of Ordinance 5427 was held by the Planning Commission on September 16, 2019 and subsequently by the City Council on October 8, 2019; and

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

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B. Multifamily Dwellings are permitted if it is demonstrated that:

- 1. They are located greater than 300 feet from either R, MH, BP, LI, GI, AV or PO district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a collector or arterial roadway;*
- 2. If located in the SR or AR district, the proposed multifamily dwellings shall be located greater than 300 feet from any other multiple family development, as measured from the boundary lines nearest each other;*
- 3. There are no more than 6 units per acre in the SR district, 12 units per acre in the AR district and 24 units per acre in the UR district;*

4. *The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.*

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

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

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

PASSED AND APPROVED THIS 12th DAY OF NOVEMBER, 2019

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Planning Commission
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: July 9, 2019
SUBJECT: Request for change to Section 11-504.01(B) of the UDC

Recommendation: Approval

Background:

Multi-family dwellings require a Conditional Use Permit in the SR, Suburban Residential; AR, Auto-urban Residential, and; UR, Urban Residential zoning districts. At the time the UDC was adopted, the Conditional Use Permit was required only in the SR and AR districts. Multi-family dwellings were a permitted use in the UR district.

The requirement to make multi-family dwellings a conditional use in the UR district occurred between the tenure of the prior planning director and that of the current director. The staff report does not specify the reason for the change.

The change led to inconsistency in portions of the UDC regarding the total number of units permitted per acre and in the distance from other multi-family developments.

Table 11-602.01 allows a maximum gross density of 6 multi-family units per acre in the SR district; 12 units per acre in the AR district; and, 24 units per acre in the UR district.

Section 11-504.01(B)(3) currently states that multifamily dwellings are permitted if "There are no more than 12 units per acre"

The prior zoning code distinguished between multi-family developments of 12 units or less and those with 12 units or more. Multi-Family developments with 12 unit or less were allowed in the R-3 district with a Conditional Use Permit. Multi-family developments of any size were allowed in the R-4 district. This seems to be where the "12 units per acre" stipulation originated.

This proposal establishes consistency between the number of multi-family units per acre allowed in Table 11-602.01 and in the Conditional Use requirements in Section 11.504.01(B)3.

Section 11-504.01(B)2 states that multifamily developments should be greater than 300 feet from any other multi-family development. The SR and AR districts are lower density districts so a distance between multi-family districts is reasonable. The UR district is designed to be a higher density district, so the distance requirement between developments does not make sense. This proposal is to require a distance between multi-family developments only in the SR and AR districts.

The proposed language is redlined below:

Sec. 11-504.01. - Residential and commercial use of the home standards.

The standards of this section apply to residential and commercial use of the home that are specified in Table 11-504.01., Residential and Commercial Use of the Home , as limited ("L") or conditional ("C").

B. Multifamily Dwellings are permitted if it is demonstrated that:

- 1. They are located greater than 300 feet from either R, MH, BP, LI, GI, AV or PO district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a collector or arterial roadway;*
- 2. If located in the SR or AR district, ~~They~~ the proposed multifamily dwellings shall be ~~are~~ located greater than 300 feet from any other multiple family development, as measured from the boundary lines nearest each other;*
- 3. There are no more than 6 units per acre in the SR district, 12 units per acre in the AR district and 24 units per acre in the UR district;*
- 4. The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation.*

Recommendation: Approval

- **ARTICLE 3. - ORDINANCES AND RESOLUTIONS**

[SHARE LINK TO SECTION PRINT SECTION DOWNLOAD \(DOCX\) OF SECTIONS EMAIL SECTION](#)

- **Sec. 2-301. - Ordinances; appropriation of money.**

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All ordinances, resolutions, or orders for the appropriation or payment of money shall require for their passage or adoption the concurrence of a majority of all members elected to the Council. The Mayor may vote on any such matter when his or her vote will provide the additional vote required to create a number of votes equal to a majority of the number of members elected to the Council, and the Mayor shall, for the purpose of such vote, be deemed to be a member of the Council.

- **Sec. 2-302. - Ordinances; reading.**

[SHARE LINK TO SECTION PRINT SECTION DOWNLOAD \(DOCX\) OF SECTIONS EMAIL SECTION](#)

Ordinances of a general or permanent nature shall be read by title on three (3) different days unless three-fourths ($\frac{3}{4}$) of the members of the Governing Body vote to suspend this requirement, except that such requirement shall not be suspended for any ordinance for the involuntary annexation of territory. In the case such requirement is suspended, the ordinance shall be read by title or number and then moved for final passage. Three-fourths ($\frac{3}{4}$) of the members of the Council members may require a reading of any such ordinance in full before enactment under either procedure set out in this section.

- **Sec. 2-303. - Ordinances; publication.**

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All ordinances of a general nature shall, within fifteen (15) days after they are passed, be published one (1) time either in some newspaper published within the Municipality or in pamphlet form.

- **Sec. 2-304. - Ordinances; style.**

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The style of all City ordinances shall be: "Be it ordained by the Mayor and Council of the City of Fremont, Nebraska."

- **Sec. 2-305. - Ordinances; title.**

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No ordinance shall contain a subject not clearly expressed in its title.

- **Sec. 2-306. - Ordinances; effective date; emergency ordinances.**

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(a)

Except as provided in subsection (b) of this section, an ordinance for the government of the Municipality which has been adopted by the City Council without submission to the voters of the Municipality shall not go into effect until fifteen (15) days after the passage of the ordinance.

(b)

In the case of riots, infectious diseases or other impending danger, or any other emergency requiring its immediate operation, an ordinance shall take effect upon the proclamation of the Mayor immediately upon the first publication of the ordinance.

(Ord. No. 5400, 5-30-17)

- **Sec. 2-307. - Ordinances; amendments and revisions.**

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No ordinance or section thereof shall be revised or amended unless the new ordinance contains the entire ordinance or section as revised or amended, and the ordinance or section so amended is repealed, except that an ordinance revising all the ordinances of the Municipality and modifications to zoning or building districts may be adopted as otherwise provided by law.

(Ord. No. 5400, 5-30-17)

- **Sec. 2-308. - Resolutions and motions.**

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Resolutions presented to the Council shall be written and contain no subject not clearly expressed in the title. The issue raised by said resolutions shall be disposed of in accordance with the usage of parliamentary law adopted for the guidance of the Council. Unless otherwise provided, an affirmative vote of four (4) Council members shall be required to pass any resolution, when four (4) shall represent the majority of Council members present.

(a)

The Council may dispose of any agenda item not otherwise requiring the enactment of an ordinance or passage of formal resolution by motion in accordance with the usage of parliamentary law adopted for the guidance of Council. The subject of the motion shall be clearly stated by the moving party and recorded by the Clerk. Unless otherwise provided, a majority vote of Council members present shall be required to pass any motion.

(b)

The Mayor may vote on any such matter when his vote would be decisive, and the Mayor shall, for the purpose of such vote, be deemed to be a member of the Council. The vote on any resolution or motion shall be a roll call or viva voce and "yeas" and "nays" thereon shall be recorded by the Clerk. The requirement of a roll call or viva voce vote may be satisfied by an electronic voting device which allows the "yeas" and "nays" of each Council member to be readily seen by the public.

(c)