City of Fremont, Nebraska, is inviting you to a Zoom webinar.
When: May 26, 2020 07:00 PM Central Time (US and Canada)
Topic: May 26, 2020 City Council Meeting

ZOOM Meeting Information

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If you participate by telephone, no identification is required. To request to make a comment during a public hearing or public comment period, please **press *9 to electronically raise your hand** allowing the Mayor to call on you. Once called upon you will be notified that you are unmuted. **Press *6 to unmute your phone and press *6** to mute your phone when you are finished speaking, or wait to be muted by the host.

Please submit any documents to be received into the record to the City Clerk by 4:30 PM Monday May 25, 2020.

COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING
May 26, 2020 - 7:00 PM
City Council Chambers 400 East Military, Fremont NE

COMMUNITY DEVELOPMENT AGENCY AGENDA

7:00 PM

MEETING CALLED TO ORDER

ROLL CALL

1. Resolution 2020-006 to approve amendment to the South Fremont Industrial Redevelopment Plan and third amendment to the amended and restated Redevelopment Agreement

PUBLIC HEARING

2. Resolution 2020-007 to approve Request for Amendment to the Redevelopment District #3 Redevelopment Plan for the DPA Auctions Redevelopment Project

ADJOURNMENT

CITY COUNCIL REGULAR MEETING AGENDA

7:00 PM – Following the preceding Meeting

MEETING CALLED TO ORDER

ROLL CALL

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

PUBLIC HEARINGS:

1. Resolution 2020-100 authorizing the issuance of a conditional use permit for property located at 1249 E. 23rd street for the purposes of expanding a nonstandard use into a required yard

2. Resolution 2020-102 to approve request for amendment to the Redevelopment District #3 Redevelopment Plan for the DPA Auctions Redevelopment Project

3. Resolution 2020-099 authorizing the issuance of a conditional use permit for public assembly (church) in a LI, Light Industrial District on property generally located at 2407 Colorado Avenue

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.

4. Motion to approve May 12, 2020 through May 26, 2020 claims and authorize checks to be drawn on the proper accounts

5. Dispense with and approve May 12, 2020 City Council Meeting Minutes

6. Resolution 2020-104 approving the use of Christensen Field and the Fremont Municipal Airport for a community fireworks display

7. Resolution 2020-105 awarding bid to MH Equipment Company for a Hyster J40XNT forklift

8. Resolution 2020-115 Regarding the Risk of Exposure to COVID-19 Through the Use of Municipal Property for Youth Baseball and Softball

UNFINISHED BUSINESS: Requires individual associated action

9. Resolution 2020-096 awarding contract to Wiese Plumbing & Excavating Inc. for Installation of Electrical Conduits for SE Beltway Relocations

10. Resolution 2020-097 authorizing the Mayor to execute an agreement with Thompson Construction for the Water main Encasement - SE Beltway project

11. Ordinance 5533 pertaining to pay plan for officers and employees (proposed addition of Library Technology Specialist classification)

12. Resolution 2020-098 authorizing $5,000,000 additional expenditure for the SE Beltway project

13. Ordinance 5532 to amend Section 11-601 of the Fremont Municipal Code to address development standards to exclude Planned Unit Development Districts (final reading)

14. Ordinance 5528 for a change of zone from R, Rural to PD, Planned Development for property commonly known as Bluestem Commons (final reading)

15. Resolution 2020-068 to approve the Bluestem Commons Preliminary Plat

16. Resolution 2020-069 to approve the Bluestem Commons Final Plat

NEW BUSINESS: Requires individual associated action

17. Resolution 2020-109 to approve Bluestem Commons Planned Development Agreement

18. Motion to approve Bluestem Commons Subdivision Agreement

19. Resolution 2020-110 awarding the base bid and alternate no. one (1) to Dicon Corporation for the Elevator Project at the Fremont Municipal Building

20. Resolution 2020-111 approving a Local Option Economic Development Loan to Summit Medical Staffing, LLC

21. Resolution 2020-112 to authorize the execution of Amendment No. 1 to Reimbursement and Indemnification Agreement with WholeStone Farms Inc.

22. Resolution 2020-113 to approve Architectural Services Agreement with Davis Design, Inc. for Design Services in connection with the Aircraft Terminal Building at the Fremont Airport

23. Resolution 2020-114 to approve amendment to the South Fremont Industrial Redevelopment Plan and third amendment to the amended and restated Redevelopment Agreement

24. Ordinance 5534 to revise Municipal Code Section 3-103: Municipal Water System; application for service; meter and service requirements generally; prorating monthly water bill (first reading)

25. Ordinance 5535 to revise Municipal Code Section 3-231: Building sewer installation; single premise (first reading)

ADJOURNMENT

Agenda posted at the Municipal Building on May 20, 2020 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on May 20, 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 Publicly Noticed Study Session agenda topic(s).
12. Written letters addressed to the City Council will be accepted, as will comment cards that will be made available and collected from those who attend Open Public Comment Period and Study Session meetings who do not wish to speak publicly, but have an issue or concern that they believe the Council should be made aware of.

Staff Report

TO: Community Development Authority

FROM: Brian Newton, City Administrator

DATE: May 26, 2020

SUBJECT: Amendment to the South Fremont Industrial Redevelopment Plan and approve the Third Amendment to the Amended and Restated Development Agreement for Project No. 1, Costco Poultry Complex

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Recommendation: Approval of Resolution No. 2020-006

Background:

This is a request to amend the South Fremont Industrial Redevelopment Plan as well as approve the Third Amendment to the Amended and Restated Development Agreement for Project No. 1, Costco Poultry Complex.

The purpose of these amendments is to authorize the issuance of additional tax increment financing indebtedness to assist with public improvement costs and pay a contribution in aid of construction of $7 million for the additional costs related to the construction of the SE Beltway.

Fiscal Impact:

None. The City had originally discussed making a $5 million contribution in aid of construction towards the additional costs of constructing the SE Beltway, but Costco has generously agreed to pay the contribution on the City's behalf.

AMENDMENT TO THE
SOUTH FREMONT INDUSTRIAL REDEVELOPMENT PLAN AND
THIRD AMENDMENT TO THE
AMENDED AND RESTATED REDEVELOPMENT AGREEMENT
(Redevelopment Project No. 1, Costco Poultry Complex)

This Amendment to the South Fremont Industrial Redevelopment Plan and Third Amendment to the Amended and Restated Redevelopment Agreement (Redevelopment Project No. 1, Costco Poultry Complex) ("Third Amendment") is entered into by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA"), and PCCW, Inc., a Washington corporation ("Redeveloper").

RECITALS

A. The City Council of the City of Fremont, Nebraska (the "City") approved and adopted the South Fremont Industrial Redevelopment Plan on July 19, 2016, including a Project Specific Redevelopment Plan for Redevelopment Project No. 1, Costco Poultry Complex (the "Redevelopment Plan").

B. In order to implement Redevelopment Project No. 1, Costco Poultry Complex (the "Project"), the CDA and Costco Wholesale Corporation, a Washington corporation ("Costco") entered into that certain Amended and Restated Redevelopment Agreement dated June 5, 2017, as amended by that certain First Amendment to the Amended and Restated Redevelopment Agreement dated June 5, 2017, and that certain Second Amendment to the Amended and Restated Redevelopment Agreement dated on or about August 11, 2017 ("Redevelopment Agreement").

C. Pursuant to that certain Assignment and Assumption of Amended and Restated Redevelopment Agreement, Clawback Provisions, and Indemnification Agreement, Reimbursement Agreements, and Conditional Annexation Agreement (Redevelopment Project No. 1, Costco Poultry Complex), Costco assigned its interest under the Redevelopment Agreement to Redeveloper.

D. The Dodge County Assessor's valuation of the Project is higher than originally anticipated on account of: (a) initial utilization of conservative estimates to determine the projected amount of Tax Increment to be generated by the Private Improvements constructed as part of the Project, and (b) expansion of the scope of, and the Redeveloper's private investment in, the Project.

E. As a result of the higher than anticipated Project valuation, the Tax Increment generated by the Project will be greater than projected, and will support additional TIF Indebtedness of approximately Ten Million and No/100 Dollars ($10,000,000.00).

F. The City of Fremont desires to pursue construction of the Fremont Southeast Beltway connecting U.S. Highway 77 to U.S. 275 (the "Beltway Project"), a significant portion of which would be located in the South Fremont Industrial Redevelopment Area, but is in need of additional funding sources to complete the Beltway Project.

G. The parties desire to amend the Redevelopment Agreement to: (a) authorize the issuance of additional TIF Indebtedness to assist with the costs of public improvements

identified in the Redevelopment Agreement, and (b) to identify a contribution in aid of construction to the City for construction of the Beltway Project in the Redevelopment Area as an additional eligible use of the TIF Revenue generated by the Project.

NOW THEREFORE, in consideration of mutual promises contained herein and in the Redevelopment Agreement, the parties agree to amend the Redevelopment Plan and the Redevelopment Agreement as follows:

1. Minimum Project Valuation. Section 1.01(I) of the Redevelopment Agreement is hereby deleted and replaced in its entirety by the following:

> "Minimum Project Valuation" means an amount equal to One Hundred Forty Eight Million Two Hundred Fifty Thousand and No/100 Dollars ($148,250,000.00).

2. Issuance of TIF Indebtedness. Section 3.03 of the Redevelopment Agreement is hereby deleted and restated as follows:

> "No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall incur or issue TIF Indebtedness in a series of TIF Notes in the aggregate amount of Twenty Eight Million Three Hundred Twenty Two Thousand and No/100 Dollars ($28,322,000.00), as calculated on the attached and incorporated Exhibit "B", to be issued to the Redeveloper which shall entitle Redeveloper to receive the semi-annual incremental tax payments generated by the Project. The TIF Indebtedness shall be divided between the previously issued Series "A" TIF Note in the original principal sum of Eighteen Million Three Hundred Twenty Two Thousand and No/100 Dollars ($18,322,000.00) ("Note A") and a supplemental Series "B" TIF Note. The CDA is hereby authorized to issue a supplemental Series "B" TIF Note in the original principal sum of Ten Million and No/100 Dollars ($10,000,000.00)("Note B") to the Redeveloper. The Note A and the Note B shall be of equal priority and shall share equally in any shortfall described in Section 4.04(b).
>
> "The TIF Indebtedness, which shall be in the form of TIF Promissory Notes, attached as Exhibit "C", shall not be a general obligation of the CDA or City, which shall issue such TIF Notes solely as a conduit. Redeveloper shall either self-fund or monetize the TIF Notes. Regardless of whether Redeveloper self-funds or monetizes the TIF Notes, Redeveloper shall pay to the City the amounts for the projected TIF uses identified as items 2.A.1, 2.A.2, 2.B, and 2.C in Exhibit "D" pursuant to the terms of this Agreement simultaneously with issuance of Note A, and Redeveloper shall pay to the City the amounts for the projected TIF uses identified as item 2.F in Exhibit "D" pursuant to the terms of this Agreement simultaneously with the issuance of Note B.
>
> If Redeveloper elects to monetize the TIF Notes, then it shall locate a lender or other entity to acquire and fund the acquisition of the TIF Notes for the TIF Indebtedness. Redeveloper may pledge or assign the TIF Notes

to such lender and the CDA shall consent to such pledge or assignment upon request, in which case proceeds may be made payable directly to such lender. The TIF Notes issued to Redeveloper shall be secured by a pledge or assignment of the Tax Increment to be captured by the CDA. To the extent Redeveloper directly funds or pays the costs outlined on Exhibit "D", Redeveloper shall be entitled to use available TIF Note proceeds to reimburse itself for such costs."

3. Projected TIF Sources and Uses. In Section 3.06, the annual incremental taxes created by the Project in the amount of One Million Eight Hundred Thirty-Five Thousand Four Hundred and No/100 Dollars ($1,835,400.00) is hereby replaced with the amount of Two Million Nine Hundred Eighty Eight Thousand Five Hundred Fifty Seven and No/100 Dollars ($2,988,557.00).

4. Contribution in Aid of Construction – Southeast Beltway. Section 3.11 is hereby added to the Redevelopment Agreement as follows:

> "On or before August 1, 2020, the Redeveloper shall make a contribution in aid of construction to the City of Fremont in the amount of Seven Million and No/100 Dollars ($7,000,000.00) (the "CIAC") to be used by the City for construction of that portion of the Fremont Southeast Beltway connecting U.S. Highway 77 to U.S. 275 (the "Beltway Project") that is located in the Redevelopment Area. The approximate location of the Beltway Project in relation to the Project Site and the Redevelopment Area are depicted on Figure 7 to the Redevelopment Plan, which is also attached hereto as Exhibit "H" and incorporated herein by reference. Plans for the Beltway Project, which are preliminary in nature and subject to adjustment, are attached hereto as Exhibit "I" and incorporated herein by this reference. Any amounts in excess of the CIAC required for the Beltway Project shall be paid by the City out of its own funds or from other sources. The TIF Indebtedness shall be used to reimburse Redeveloper for the cost of such CIAC."

5. Exhibit A-2 – Description of Public Improvements. Exhibit "A-2" of the Redevelopment Agreement is hereby amended to add the following to the list of identified eligible Public Improvements:

> "5. Contribution in Aid of Construction to City for Southeast Beltway Project"

6. Exhibit B – TIF Indebtedness. Exhibit "B" of the Redevelopment Agreement is hereby deleted and replaced in its entirety by Exhibit "B" attached to this Third Amendment

7. Exhibit D – Projected TIF Sources and Uses. Exhibit "D" of the Redevelopment Agreement is hereby deleted and replaced in its entirety by Exhibit "D" attached to this Third Amendment.

8. South Fremont Industrial Redevelopment Plan. This Third Amendment does not authorize the division of ad valorem taxes on any new property in the Redevelopment Area, nor does it substantially modify the existing South Fremont Industrial Redevelopment Plan approved by the City Council of the City on July 19, 2016, as amended. This Third Amendment constitutes a minor modification to said Redevelopment Plan, the purpose of which is to identify construction of the Fremont Southeast Beltway within the Redevelopment Area, as depicted on Figure 7 to the Redevelopment Plan, as a TIF eligible public improvement.

9. Reconfirm other Terms. The CDA and Redeveloper hereby reconfirm all other terms and conditions of the Redevelopment Agreement, except as expressly modified by the terms of this Third Amendment.

This Third Amendment is effective as of the ___ day of May, 2020.

"CDA"

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF FREMONT,
NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairperson

"REDEVELOPER"

PCCW, INC.,
a Washington corporation

By: _____

Name: _____

Title: _____

EXHIBIT "B"

TIF INDEBTEDNESS

1. **Principal Amount**: $28,322,000.00

Assumptions:

Dodge Co. Tax Levy	2.047225
Interest Rate	5.0%
TIF Period (years)	14

Property Value Assumptions:

	Assessed Value	Estimated Taxes
Pre-Project	$2,269,135	$46,454
Completed Project	$148,250,000	$3,035,011
Difference	$145,980,865	$2,988,557

TIF Calculations:

Annual TIF Amount	$2,988,557
TIF Indebtedness	**$28,322,000**

2. **Anticipated Tax Increment**: Approximately $2,988,557 annually

3. **Maturity Date**: On or before 15 years following the Effective Date of division

EXHIBIT "D"

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

Assumptions:	Dodge Co. Tax Levy	2.047225	
	Interest Rate	5.0%	
	TIF period (years)	14	
Property Value Assumptions:		Assessed Value	Estimated Taxes
	Pre-Project	$2,269,135	$46,454
	Completed Project	$148,250,000	$3,035,011
	Difference	$145,980,865	$2,988,557
TIF Calculations:	Annual TIF Amount	$2,988,557	
	TIF Indebtedness	**$28,322,000**	

2. PROJECTED TIF USES[1]

		Project Costs[2]
A.	City Fees:	
	1. Administrative Fee (1%)	$183,000
	2. Cost of Issuance and Soft Costs (5%)	$916,000
B.	Utility Extension[3]	$4,000,000
C.	Water Treatment Lagoons	$5,200,000
D.	Public Street Infrastructure[4]	$5,500,000
E.	Extraordinary Grading and Site Preparation	$6,500,000
F.	Contribution in Aid of Construction to City Southeast Beltway Project	$7,000,000
	Total:	$29,299,000

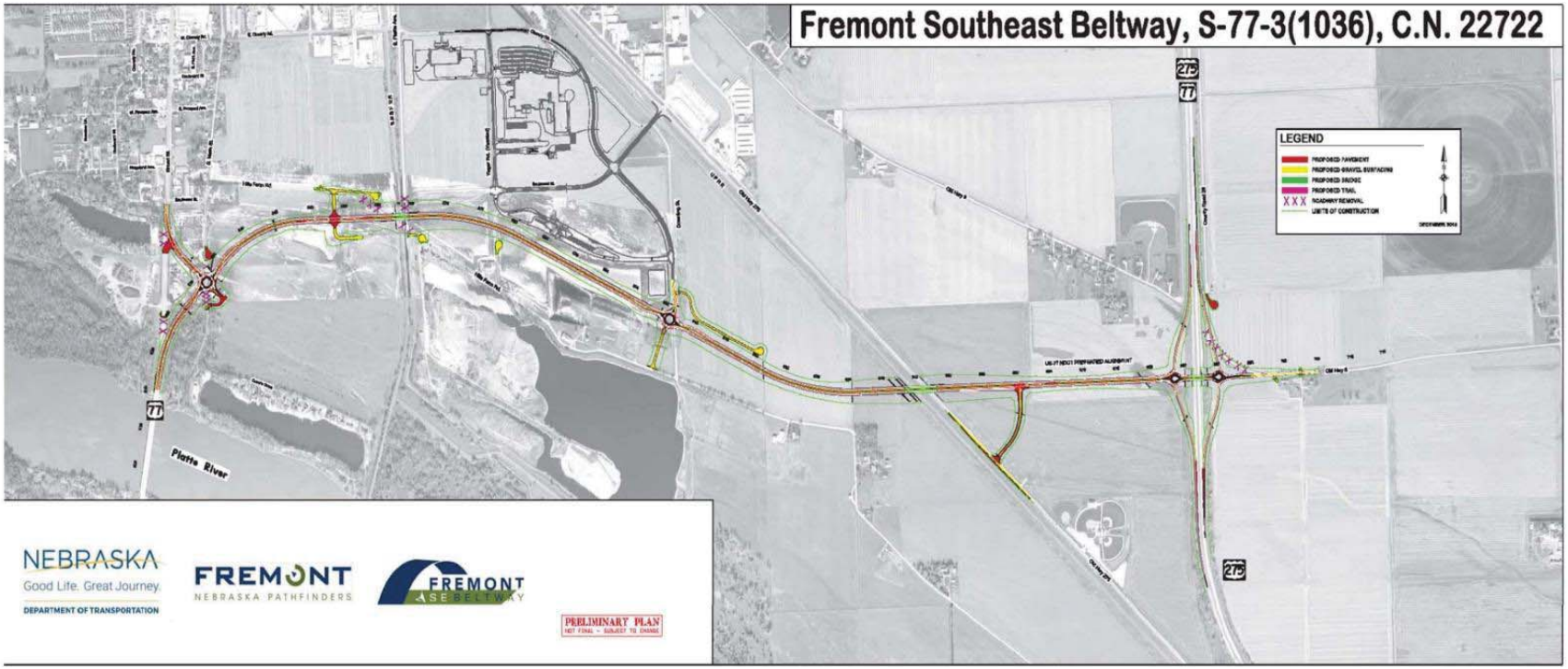
[1] TIF proceeds are to be spend in the same priority order shown here until exhausted.
[2] All costs are estimates and are subject to adjustment upon receipt of construction bids and final confirmation upon construction completion.
[3] Subject to the Economic Development Incentive provided for in Section 5.01(c).
[4] The $1,000,000 contemplated in Section 5.01(e) is to be exhausted before TIF funds are utilized for Public Street Infrastructure.

EXHIBIT "H"

SOUTHEAST BELTWAY

EXHIBIT "I"

SOUTHEAST BELTWAY PRELIMINARY PLANS



4810-6867-8844, v. 2

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF FREMONT, NEBRASKA

RESOLUTION #2020-006
(Redevelopment Project No. 1, Costco Poultry Complex)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, APPROVING AN AMENDMENT TO THE SOUTH FREMONT INDUSTRIAL REDEVELOPMENT PLAN AND THIRD AMENDMENT TO THE AMENDED AND RESTATED REDEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT PROJECT NO. 1, COSTCO POULTRY COMPLEX.

RECITALS

A. Pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the "Act"), on July 19, 2015 the City Council of the City of Fremont, Nebraska ("City Council") approved and adopted the South Fremont Industrial Redevelopment Plan, including a Project Specific Redevelopment Plan for Redevelopment Project No. 1, Costco Poultry Complex (the "Redevelopment Plan").

B. In order to implement Redevelopment Project No. 1, Costco Poultry Complex (the "Project"), the Community Development Agency of the City of Fremont (the "CDA") and Costco Wholesale Corporation, a Washington corporation ("Costco") entered into that certain Amended and Restated Redevelopment Agreement dated June 5, 2017, as amended by that certain First Amendment to the Amended and Restated Redevelopment Agreement dated June 5, 2017, and that certain Second Amendment to the Amended and Restated Redevelopment Agreement dated on or about August 11, 2017 ("Redevelopment Agreement").

C. Pursuant to that certain Assignment and Assumption of Amended and Restated Redevelopment Agreement, Clawback Provisions, and Indemnification Agreement, Reimbursement Agreements, and Conditional Annexation Agreement (Redevelopment Project No. 1, Costco Poultry Complex), Costco assigned its interest under the Redevelopment Agreement to PCCW, Inc., a Washington corporation (the "Redeveloper").

D. The Dodge County Assessor's valuation of the Project is higher than originally projected when the tax increment financing indebtedness was calculated due to: (a) initial utilization of conservative estimates to determine the projected amount of tax increment to be generated by the Project; (b) expansion of the scope of, and the Redeveloper's private investment in, the Project; and (c) a change in methodology utilized by Dodge County to assess the private improvements comprising the Project

E. As a result of the higher than anticipated Project valuation, the tax increment generated by the Project will be greater than projected and will support the issuance of additional tax increment financing indebtedness of Ten Million and No/100 Dollars ($10,000,000.00).

F. The CDA desires to approve and adopt an Amendment to the South Fremont Industrial Redevelopment Plan and Third Amendment to the Amended and Restated Redevelopment Agreement (Redevelopment Project No. 1, Costco Poultry

Complex) attached hereto as Exhibit "A" and incorporated herein by this reference (Collectively, the "Third Amendment").

G. The purpose of the Third Amendment is to: (a) authorize the issuance of additional tax increment financing indebtedness to assist with the costs of public improvements identified in the Redevelopment Agreement as amended, and (b) to identify a contribution in aid of construction in the amount of Seven Million and No/100 Dollars ($7,000,000.00) to the City for construction of the Southeast Beltway Project in the Redevelopment Area as an additional eligible use of the tax increment revenue generated by the Project.

H. The Third Amendment is in conformance with the Act and the Redevelopment Plan, and it is deemed to be a minor modification and not a substantial modification to the Redevelopment Plan within the meaning of Section 18-2117 of the Act.

NOW, THEREFORE, BE IT RESOLVED, by the Community Development Agency of the City of Fremont, Nebraska, as follows:

1. The Third Amendment will, in accordance with the present and future needs of the City of Fremont, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act; and

2. The Plan Amendment is feasible and in conformance with the general plan for development of the City of Fremont as a whole, as set forth in the City of Fremont Comprehensive Plan, as amended, to assist in the construction of the SE Bypass located in the Redevelopment Area and in the best interest of the City of Fremont; and

3. The expanded scope of the Project generally identified in the Third Amendment would not be economically feasible without the use of tax increment financing; the expended scope of the Project would not occur in the community redevelopment area without the use of tax increment financing; and the costs and benefits of the Project have been preliminarily analyzed and are in the long-term best interest of the community; and

4. The Third Amendment does not authorize the division of ad valorem taxes on any new real estate in the Redevelopment Area, and constitutes a minor modification and not a substantial modification of the Redevelopment Plan

5. The CDA has reviewed the Third Amendment to the Redevelopment Agreement and has found it to be in conformity with the Act and the general plan for development of the City of Fremont, and in the best interest of the City of Fremont.

6. Pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the CDA hereby approves the Third Amendment to the Redevelopment Agreement, subject to the City Council's approval of the Plan Amendment, and, shall issue additional TIF Indebtedness in the form of a Series "B" Note in an amount not to exceed Ten Million and No/100 Dollars ($10,000,000) as set forth in the Third Amendment to the Redevelopment Agreement, which such TIF Indebtedness is to be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CDA nor the City of Fremont.

7. Subject to the City Council's approval of the Plan Amendment, the CDA hereby authorizes its Chair to execute and deliver the Third Amendment to the Redevelopment Agreement and to take all such other actions contemplated and required by the Amendment to the Redevelopment Agreement and to fulfill the resolutions set forth above.

IN WITNESS WHEREOF, the undersigned Community Development Agency of the City of Fremont, Nebraska, hereby passes and adopts this Resolution as of this 26th day of May, 2020.

COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF FREMONT, NEBRASKA.

ATTEST:

_____
Secretary

By: _____
Chairman

Exhibit "A"

[Third Amendment to Amended and Restated Redevelopment Agreement]

4814-6225-5548, v. 1

Staff Report

TO: Community Development Authority

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: May 26, 2020

SUBJECT: Request for Amendment to the Redevelopment District #3 Redevelopment Plan for the DPA Auctions Redevelopment Project

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Recommendation: Approval of Resolution No. 2020-007

Background: This is a request for an amendment to the Redevelopment Area #3 Redevelopment Plan to include the DPA Auction redevelopment project.

The Planning Commission held a public hearing on this item on May 18, 2020 and recommended approval on a 7-0 vote.

The Nelsen Business Park Redevelopment area, including Redevelopment District #3, was declared blighted and substandard by the Fremont City Council on October 26, 2004 by Resolution #2004-227.

The Redevelopment District #3 Redevelopment Plan was approved November 5, 2004 by Resolution # 2004-261.

The purpose of the amendment is to identify the DPA Auction project which will consist of the construction of an approximately 24,000 square foot office building, parking lot and associated site improvements.

The office building will constitute the headquarters for a local online auction company which is anticipated to employ up to 100 individuals over the next 5 years.

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

The commercial use of the property is consistent with the Comprehensive Plan, which designates the area for Commercial Uses on the Future Land Use Map.

An email in support of this project from Spencer Lombardo of Morningside Holdings LLC and Morningside Commercial LLC is attached.

Findings:

The area was declared blighted and substandard in October, 2004.
The industrial uses are consistent with the Comprehensive Plan.
The estimated annual projected tax shift is $63,000
The estimated total project investment is approximately $3,150,000
An estimated $632,000 in tax increment financing is necessary to provide for the construction and installation of infrastructure and related eligible expenditures.
The proposed redevelopment projects would not be feasible without tax increment financing.
The proposed redevelopment projects are in the best economic interest of the City of Fremont.

Fiscal Impact: None

AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE REDEVELOPMENT DISTRICT #3 REDEVELOPMENT AREA
IN THE CITY OF FREMONT, NEBRASKA

(DPA AUCTIONS REDEVELOPMENT PROJECT)

The City of Fremont, Nebraska ("City") has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for the Redevelopment District #3 Redevelopment Area in the City of Fremont, as amended (the "Redevelopment Plan"). The Redevelopment Plan was prepared by the City in November of 2004 and was approved by the City Council of the City pursuant to Resolution No. 2004-261. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"), the City created the Community Development Agency of the City of Fremont ("CDA"), which has administered the Redevelopment Plan for the City.

The purpose of this Plan Amendment is to identify a specific project within the Redevelopment Area that will cause the removal of blight and substandard conditions on the site located in the City of Fremont, Nebraska, and legally described on the attached and incorporated Exhibit "A" (the "Project Site"). The project under consideration will consist of the construction of an approximately 24,000 square foot office building, a parking lot and associated improvements on the Project Site.

The Project Site

The Project Site is in need of redevelopment. The CDA has considered whether the redevelopment of the Project Site will conform to the City's general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that the proposed redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight. The blighted condition of the Project Site and the Redevelopment Area has contributed to its inability to attract business and/or development. In order to support private development, the Project Site and the Redevelopment Area are in need of redevelopment.

The City currently owns the Project Site, which is vacant and underutilized. Dilapidated grain bins, barns and sheds were previously located on the Project Site, but these structures were demolished in accordance with the Redevelopment Plan adopted in 2004, which called for acquisition of the Project Site by the CDA in order to clear the Project Site of such hazardous structures. Following clearance of the

dilapidated structures, the Redevelopment Plan provides for disposal of the Project Site to public or private parties for redevelopment, and contemplates the use of tax increment financing to aid in redevelopment of the Project Site.

Although the Project Site has been cleared of the dilapidated structures in accordance with the Redevelopment Plan, the City has been unable to attract private development on the Project Site due to the upfront costs required to develop the Project Site. Specifically, the Project Site requires site preparation and grading in order to be developed. Additionally, the City's investment in clearing the Project Site of dilapidated structures and in installing public infrastructure in the Redevelopment Area has increased the market value of the Project Site. The cost to acquire the Project Site, in combination with site preparation and grading costs, render the Project impractical without the use of tax increment financing, which will be used to pay for eligible expenditures under the Act. The redevelopment of the Project Site is anticipated to eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

Description of the Project

Del Peterson and Associates, Inc. (the "Redeveloper") has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the construction of a two-story, approximately 24,000 square foot office building, parking lot, and associated improvements on the Project Site. The office building will constitute the new headquarters for a local online auction company, DPA Auctions, which is anticipated to employ up to 100 individuals in the next 5 years. In addition to modern office and conference components, the building is anticipated to include wellness facilities for employees of the company.

The Redeveloper will pay the costs of the private improvements, including the costs of construction of the building on the Project Site. As part of the Project, the CDA shall capture available tax increment revenues generated by the redevelopment of the Project Site to reimburse the Redeveloper or assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area and to be more fully described in the Redevelopment Agreement. Such public improvements may include, but are not limited to: site acquisition, site preparation and grading, installation of utilities, architectural and engineering fees, façade enhancements, energy enhancements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act. The specific public improvements for which the available tax increment revenues generated by the Project will be used will be described in more detail in the Redevelopment Agreement.

The Project is consistent with the Redevelopment Plan for Redevelopment District #3, which encourages development of a variety of commercial and general industrial uses in the Redevelopment Area to expand employment opportunities for all income groups. Further, the Project is consistent with the Comprehensive Plan of the City of Fremont. The Future Land Use map set forth in the Comprehensive

Plan identifies the future land use of the Project Site as commercial, and the Comprehensive Plan identifies the potential for development of a suburban business park in the vicinity of Morningside Road and Highway 275.

Statutory Elements

As described above, the Project envisions the capture of the incremental taxes created by the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. Attached as Exhibit "B" and incorporated herein by this reference is a consideration of the statutory elements under the Nebraska Community Development Law.

Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "C" and shall be approved as part of this Plan Amendment. The estimated costs of the Project, the estimated TIF proceeds, and the proposed method of financing the Project are set forth in the Cost-Benefit Analysis.

Additional Project Information

The Redeveloper has represented that without the use of TIF, this Project would not be feasible and the Redeveloper could not undertake the Project as designed on the Project Site. Redeveloper intends to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act, and such application will include, as one of the tax incentives, a refund of the City's local option sales tax revenue. The application has not yet been approved.

EXHIBIT "A"
Legal Description of the Project Site

The improvements for this Project shall be constructed on the property legally described as follows:

> 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.

EXHIBIT "B"
Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Project. The City of Fremont currently owns the Project Site, and the Redeveloper is under contract to acquire the Project Site from the City. The conveyance of the Project Site shall comply with the Nebraska Community Development Law and all other applicable laws.

B. Population Density

The proposed Project includes the construction of an approximately 24,000 square foot office building on undeveloped land, which will not affect population density in the project area.

C. Land Coverage

The Project is anticipated to consist of construction of an approximately 24,000 square foot office building on the approximately 5.76 acre Project Site. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Fremont.

D. Traffic Flow, Street Layouts, and Street Grades

No adverse impacts are anticipated with respect to traffic flow, street layouts and street grades. The Project Site is currently vacant, so the Project will naturally increase traffic to and from the Project Site. However, the Project Site is located on Bud Boulevard, and is adjacent to Morningside Road and Highway 275, which should be sufficient to accommodate the anticipated increase in traffic.

E. Parking

The Project will include construction a surface parking lot that will meet or exceed parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site will be subdivided from the larger approximately 12 acre parcel owned by the City of Fremont prior to conveyance to the Redeveloper. The Project Site is located in the General Industrial zoning district. Redeveloper will be responsible for obtaining any zoning, building code, or ordinance changes that are necessary for the Project.

EXHIBIT "C"
Cost-Benefit Analysis

COMMUNITY DEVELOPMENT AGENCY
CITY OF FREMONT, NEBRASKA
DPA AUCTIONS REDEVELOPMENT PROJECT
COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)

The DPA Auctions Redevelopment Project (the "Project") will consist of construction of an approximately 24,000 square foot office building and associated improvements on the Project Site, as more particularly described on Exhibit "C-1". The cost-benefit analysis for the Project, which will utilize funds authorized by Neb. Rev. Stat. § 18-2147, can be summarized as follows:

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

a.	Estimated Base Project Area Valuation:	$58,000
b.	Estimated Completed Project Assessed Valuation:	$3,150,000
c.	Estimated Tax Increment Base (b. minus a.):	$3,092,000
d.	Estimated Annual Projected Tax Shift:	$63,000

Note: The Estimated Annual Projected Tax shift is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The estimated tax levy for this analysis is 2.047225, which is the 2019 Dodge County tax levy, and is subject to change.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

The Redeveloper will make significant expenditures for the acquisition, construction and installation of the Project and related and ancillary improvements. It is proposed that approximately $632,000 of these expenditures will be financed with the proceeds of tax increment financing indebtedness, with the remaining balance to be paid by the Redeveloper. The sources and uses of the TIF indebtedness will be more particularly set forth in the Redevelopment Agreement for this Project. It is anticipated that eligible uses of the TIF indebtedness may include the following: site acquisition, site preparation and grading, architectural and engineering fees, utility installation, façade enhancements, energy efficiency enhancements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare. All expenditures financed by tax increment financing indebtedness shall be eligible in accordance with the requirements of the Nebraska Community Development Law.

It is not anticipated that the Project will have a material adverse impact on public infrastructure or community public service needs. The Project will result in the redevelopment of a vacant and underutilized parcel without adverse effects on public infrastructure and community public service needs.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create a long term benefit and substantial increase in property taxes to the City and other local taxing jurisdictions. Since the Project Site has been owned by the City for over a decade, the City has not historically relied on tax revenue from the Project Site. Further, the City has been unable to attract private development to the Project Site, and thus, would be unlikely to realize additional ad valorem taxes in the near future without the Project, because the Project Site is unlikely to be developed without the use of tax increment financing to eliminate blight and substandard conditions. The Project should also generate immediate tax growth for the City. It is anticipated that the Project will include a significant amount of personal property that will be installed within the office building constructed, which will be on the property tax rolls upon its acquisition and installation.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

It is anticipated that the Project will have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the redevelopment project, because the enhancements to the Project Site should attract additional redevelopment to the area of the Project. Further, the Project will likely require products and services from firms located within the boundaries of the area of the redevelopment project.

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

The Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers, but should also increase the need for services and products from existing businesses. Since the Project includes an office component, upon occupancy the Project may require the purchase of janitorial services, office supplies, and other similar products and services.

5. Impacts on the student populations of school districts within the City:

The Project is not expected to have an impact on student populations of school districts within the City of Fremont because the Project does not include the construction of any dwelling units.

6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

The Project is anticipated to create around 50 to 75 full- and part-time jobs at the office building constructed on the Project Site within approximately 5 years of completion, which will have secondary employment effects in other employment sectors in the City of Fremont.

There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

6. Cost Benefit Analysis Conclusion:

Based upon the findings presented in this cost benefit analysis, the benefits outweigh the costs of the proposed Project.

Approved by the Community Development Agency, City of Fremont this ____ day of _____, 2020.

_____
_____, Chairman

_____
_____, Secretary

EXHIBIT C-1

PROJECT INFORMATION

The Project will be undertaken on the real estate 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,

(the "Project Site"). The Project shall consist of the following Private Improvements and Public Improvements:

(a) **Private Improvements.** The private improvements to be constructed by the Redeveloper on the Project Site include a new approximately 24,000 square foot office building, surface parking lot, and associated improvements.

(b) **Public Improvements.** Land acquisition, installation of utilities, site preparation and grading, façade enhancements, energy efficiency enhancements, architecture and engineering fees, and other eligible public expenditures under the Act as determined in the Redevelopment Agreement; paid for, in part, by the tax increment generated by the private improvements.

4823-0778-5145, v. 3

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

RESOLUTION NO. 2020-007
(Amendment to the Redevelopment Plan for the DPA Auctions Redevelopment Project and Cost-Benefit Analysis)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA APPROVING AN AMENDMENT TO THE REDEVELOPMENT PLAN FOR REDEVELOPMENT DISTRICT #3 IN THE CITY OF FREMONT FOR THE DPA AUCTIONS REDEVELOPMENT PROJECT AND A COST-BENEFIT ANALYSIS FOR THE DPA AUCTIONS REDEVELOPMENT PROJECT.

WHEREAS, the City Council of the City of Fremont, Nebraska ("City") via Resolution No. 2004-261 adopted a plan of redevelopment prepared by the City dated as of November 5, 2004 (the "Redevelopment Plan") for certain portions of the City identified in the Blight and Substandard Study as the Redevelopment District #3 redevelopment area (the "Redevelopment Area");

WHEREAS, an Amendment to the Redevelopment Plan for the Redevelopment District #3 Redevelopment Area in the City of Fremont, Nebraska (DPA Auctions Redevelopment Project) (the "Project") has been prepared pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101, et seq. (the "Act") to identify specific property within the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions, which is attached as Exhibit "A";

WHEREAS, the Project will use tax increment financing pursuant to Section 18-2147 of the Act to assist in paying for the cost of certain public improvements on the Project Site and/or the Redevelopment Area, as more particularly described in the Amendment to the Redevelopment Plan;

WHEREAS, the Community Development Agency of the City of Fremont, Nebraska (the "CDA"), as required under Section 18-2113(2) of the Act, has conducted a Cost-Benefit Analysis for the Project, which is attached as Exhibit "C" to the Amendment to the Redevelopment Plan;

WHEREAS, a notice of public hearing was published on May 9, 2020 and May 16, 2020, the latter date of which was at least ten (10) days prior to the time and place of the public hearing, which notice of public hearing described the time, date, place and purpose of the hearing;

WHEREAS, a notice of public hearing was delivered to the taxing jurisdictions at least ten (10) days prior to the time and place of the public hearing, which notice of public hearing described the time, date, place and purpose of the hearing, as required by Section 18-2115.01 of the Act;

WHEREAS, on May 26, 2020, a meeting of the CDA was held at 7:00 p.m. at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order

to conduct a public hearing to determine whether the Amendment to the Redevelopment Plan and related Cost-Benefit Analysis should be approved;

WHEREAS, the CDA has duly considered all statements made and materials submitted related to the submitted questions;

WHEREAS, the Amendment to the Redevelopment Plan clarifies the scope of the Redevelopment Plan and incorporates the DPA Auctions Redevelopment Project into the Redevelopment Plan and into compliance with the Act;

WHEREAS, the amended Redevelopment Plan will, in accordance with the present and future needs of the City of Fremont, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act;

WHEREAS, the amended Redevelopment Plan is feasible and is in conformance with the general plan for development of the City of Fremont as a whole, as set forth in the City of Fremont Comprehensive Plan, as amended;

WHEREAS, the Project would not be economically feasible without the use of tax increment financing, would not occur in the Redevelopment Area without the use of tax increment financing, and the costs and benefits of the Project are in the long-term best interest of the community; and

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the CDA desires to approve the Amendment to the Redevelopment Plan and the Cost-Benefit Analysis.

NOW, THEREFORE, BE IT RESOLVED, the Community Development Agency of the City of Fremont, Nebraska, does hereby approve and adopt the Amendment to the Redevelopment Plan and the Cost-Benefit Analysis, and recommends that the City Council of the City approve the Amendment to the Redevelopment Plan and the Cost-Benefit Analysis.

DATED THIS 26th day of May, 2020.

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

By: _____
Chair

ATTEST: _____
Secretary

EXHIBIT "A"
Amendment to the Redevelopment Plan

(See Attached)

4814-5864-6716, v. 2

Staff Report

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: May 26, 2020

SUBJECT: Request to expand non-standard use at 1249 E 23rd St.

Recommendation: Approve Resolution 2020-100

Background:

The Ludvigsen Funeral Home is an existing building that is constructed up to the east lot line. They propose to expand the southern portion of the east side of the building to the match the existing building line. The intent of the expansion is to add additional restroom facilities.

The property is zoned GC, General Commercial. The use on the property is a limited use in the GC zoning district.

The existing building is non-standard as to the setbacks it is built up to the property lines on the east side.

The proposed expansion will eliminate three parking spaces on the east side, however parking is available on the west side.

The property is approximately 90 percent impervious surface. The proposed expansion will not increase the amount of impervious coverage.

11-324-04 allows the granting of a Conditional Use Permit to expand a non-standard use provided that a decrease in the minimum requirements would not adversely affect the surrounding area and that the decrease is necessary to allow the structure to be enlarged, extended, structurally altered, converted, or reconstructed.

11-324-04 requires specific consideration of the effects on adjacent property, safety, traffic, or city utility service needs, the density of land use zoning for the subject property and adjacent property and the economic impact for the city.

The proposal will have a minimal impact to the property to the south.

The criteria established for approval in 11-316-05(B) are addressed below:

> The proposed expansion will not undermine an adopted plan.
>
> The proposed expansion is compatible with the surrounding land uses.

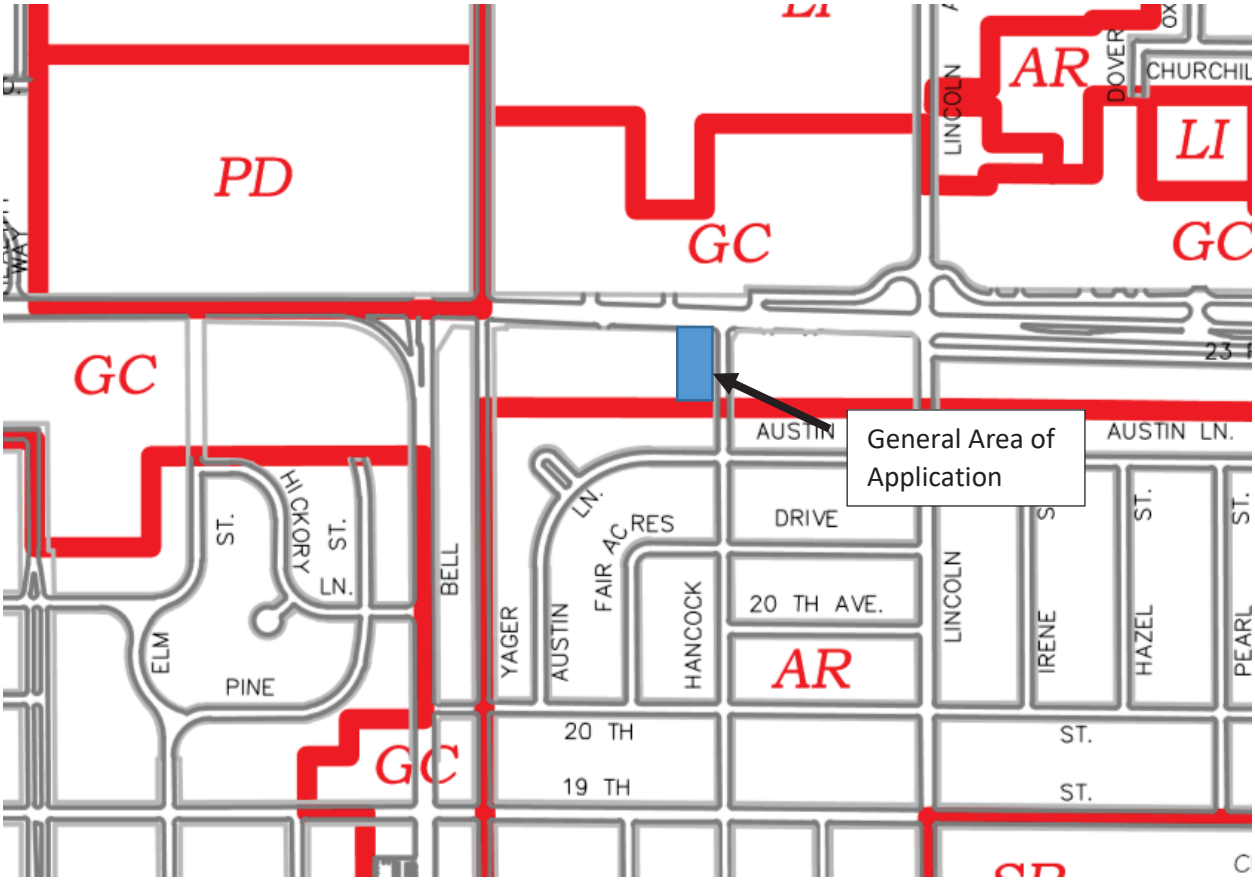
The proposed expansion is located in an area that fits with the flow of work in the existing building. It would be difficult to locate the expansion in a different area on the property.

Approval of this Conditional Use Permit will not create a critical mass of similar conditional uses and will not make the vicinity less desirable for permitted uses.

The conditional use will not use a disproportionate share of public services.

The Planning Commission held a public hearing on this item on April 20, 2020 and voted 8-0 to recommend approval of the conditional use permit.

Ludvigsen Mortuary Expansion Vicinity Map



Architectural Innovations

March 16th, 2020

To: Jennifer Dam, Director of Planning
Planning Commission, City Council, Mayor Getzschman
All interested parties

RE: Request for Expansion of Nonconforming Use
Ludvigsen Mortuary
1249 East 23rd Street, Fremont, Nebraska

On behalf of Ludvigsen Mortuary, I am requesting an Expansion of Nonconforming Use Permit at their present location 1249 East 23rd Street.

Larry Ludvigsen was born and raised in Fremont, served in the Marine Corps, attended Midland Lutheran College, Dallas College of Mortuary Science and then opened Ludvigsen Mortuary in 1975. Larry has been part of this community and continues to operate Ludvigsen Mortuary with his Son Jon to this day.

The original design only consisted of two single user restrooms for the public. The lack of restroom fixtures does not meet current public expectations nor does it meet current code. The current operation fully utilized all of the internal space therefore we are proposing to add three stall restrooms to the East side of the building. We are asking for an Expansion of Nonconforming use to allow this addition to align with the East edge of the existing building. The proposed addition would have a similar look to the Northern portion of the building that faces East.

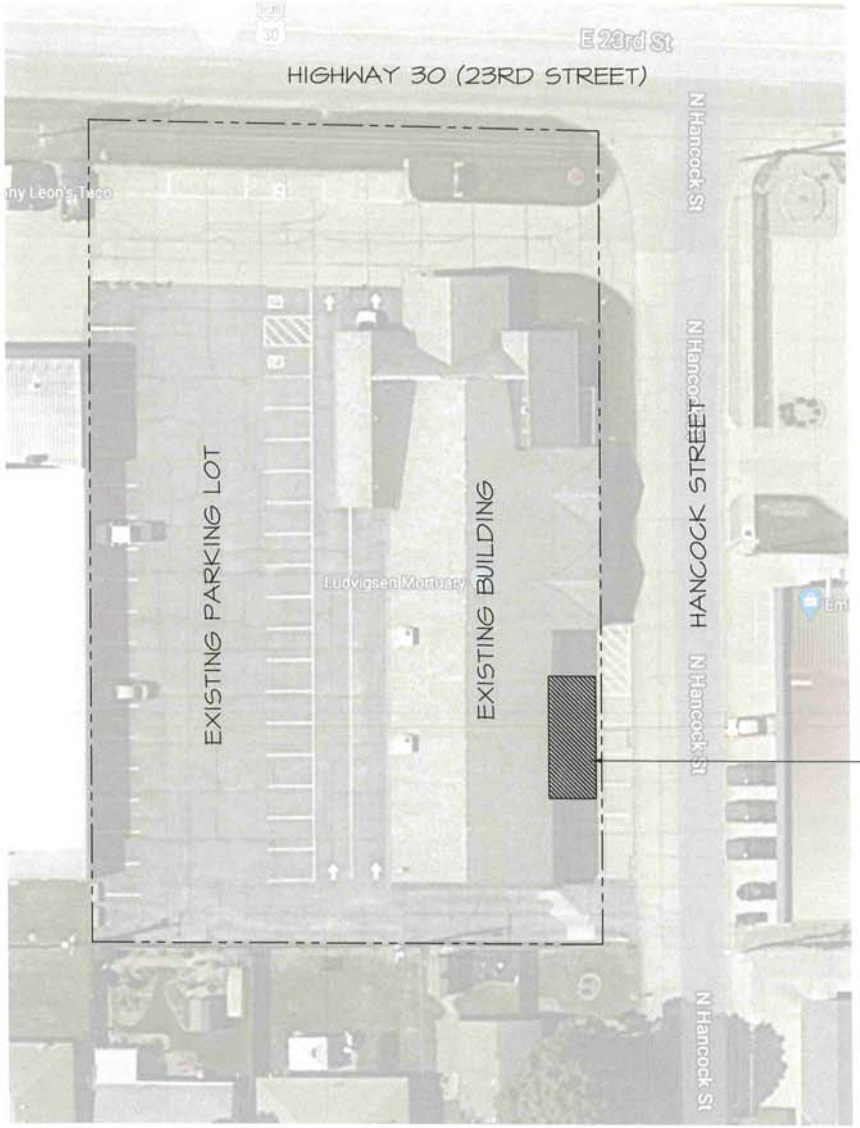
Jon has reached out to the three residential neighbors South of the property, Embroidery Connection (Business directly East of proposed addition), and 30 Bowl (Business West of the property). None of the aforementioned neighbors had any issues with the proposed addition.

Please reach out to me with any questions or concerns

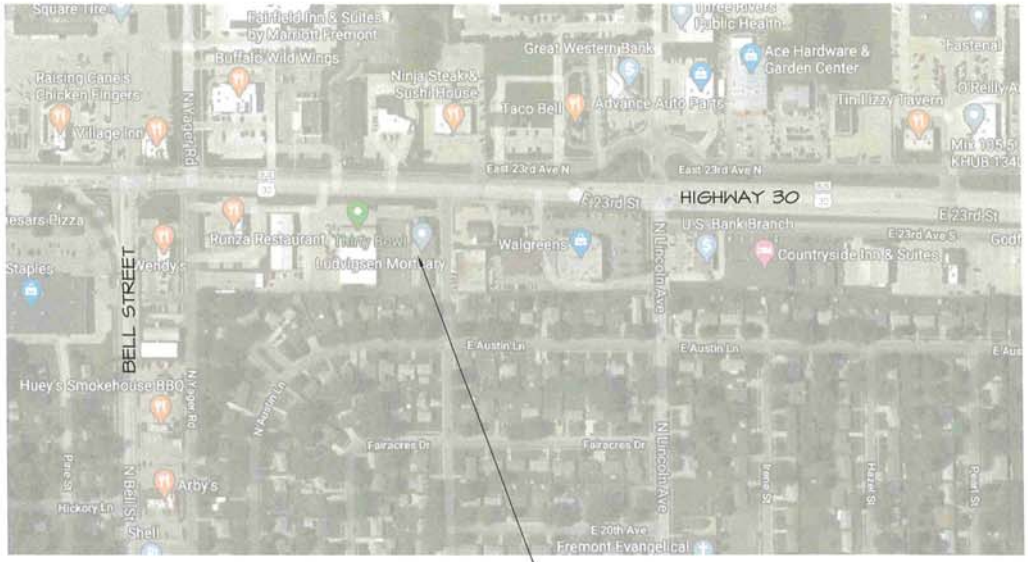
Sincerely,

Jerry Nelson, AIA

620 N. 48th Suite 102 • Lincoln, NE 68504 • (402) 467-4328
Email: jnelson@ailincoln.com • Visit us online at www.ailincoln.com



AERIAL VIEW
SCALE: 1"=30'-0"

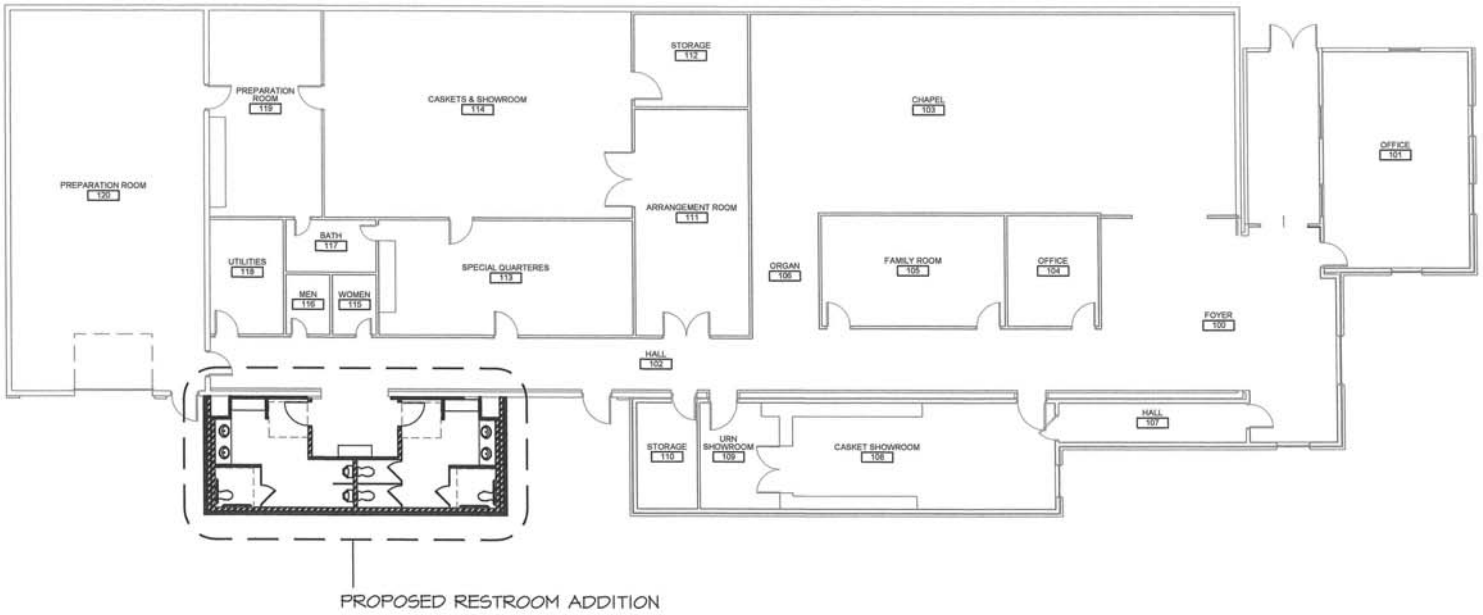


VICINITY MAP
SCALE: NO SCALE

AI
Architectural Innovations
620 N 48TH STREET, SUITE 102
LINCOLN, NEBRASKA 68504
PHONE: (402) 467-4328
WWW.AILINCOLN.COM

LUDVIGSEN MORTUARY
PROPOSED ADDITION
1249 EAST 23RD STREET
03-16-2020

A1.0



PROPOSED FLOOR PLAN

SCALE: 1/16" = 1'-0"

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LINCOLN, NEBRASKA 68504
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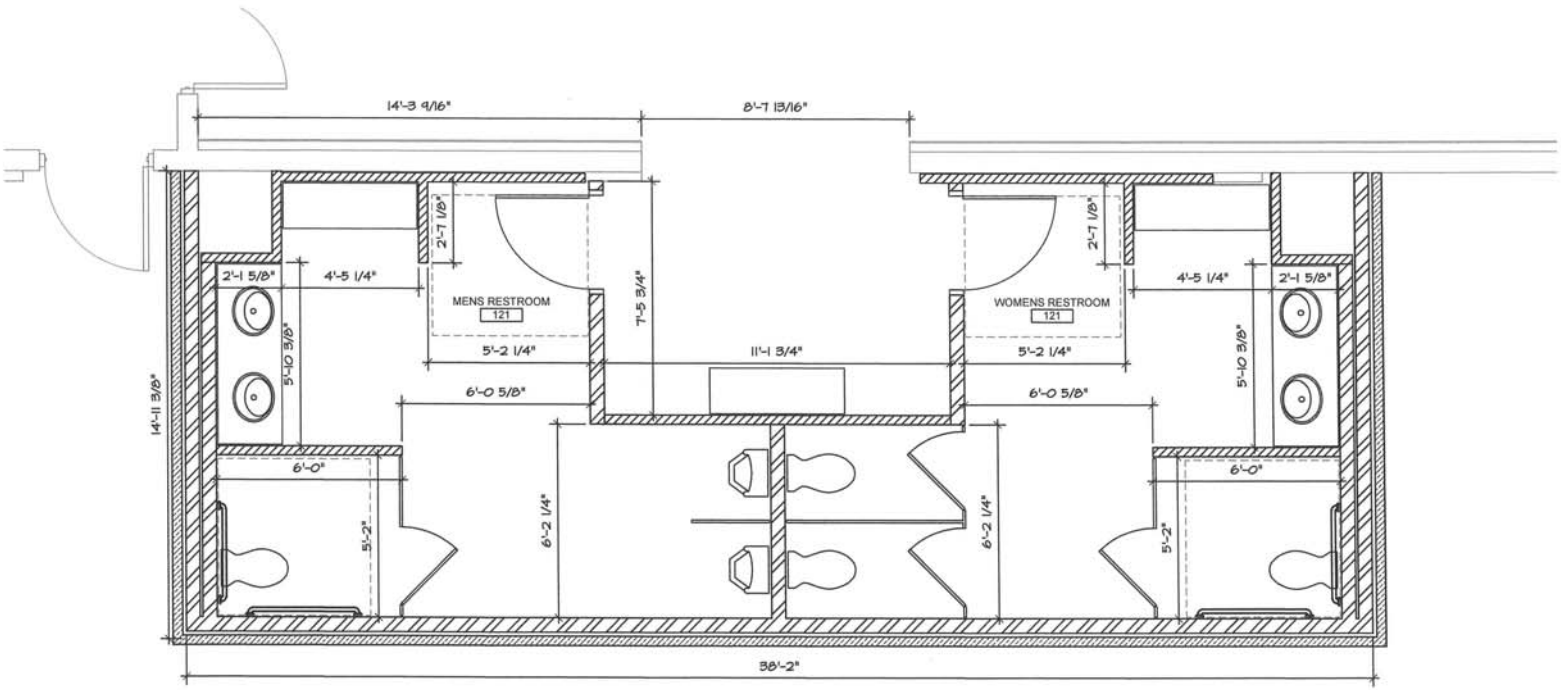
LUDVIGSEN MORTUARY

PROPOSED ADDITION

1249 EAST 23RD STREET

03-16-2020

A1.1



PROPOSED BATHROOM PLAN

SCALE: 1/4" = 1'-0"

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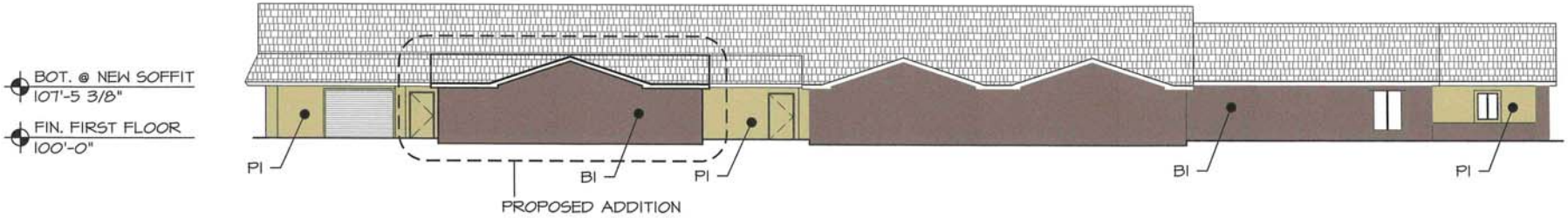
LUDVIGSEN MORTUARY

PROPOSED ADDITION

1249 EAST 23RD STREET

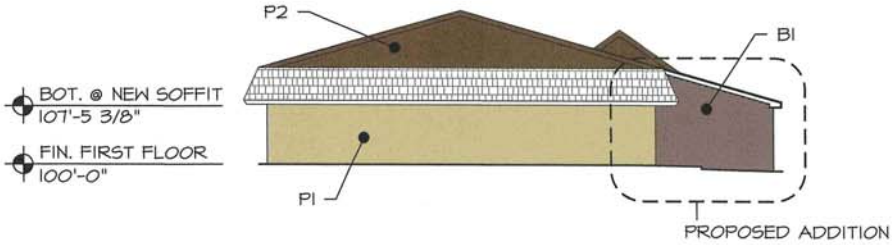
03-16-2020

A1.2



1. EAST ELEVATION

SCALE: 1/16" = 1'-0"



2. SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

MATERIAL KEY

P1= EXISTING PAINT

P2= EXISTING PAINT

B1= BRICK

AI
Architectural
Innovations
620 N 48TH STREET, SUITE 102
LINCOLN, NEBRASKA 68504
PHONE: (402) 467-4328
WWW.AILINCOLN.COM

LUDVIGSEN MORTUARY

PROPOSED ADDITION

1249 EAST 23RD STREET

03-16-2020

A2.1

RESOLUTION NO. 2020-100

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR ON PROPERTY LEGALLY DESCRIBED AS LOT 3, BLOCK 5 FAIRACRES 2ND ADDITION, GENERALLY LOCATED AT 1249 E. 23RD STREET FOR THE PURPOSES OF EXPANDING A NONSTANDARD USE INTO A REQUIRED YARD.

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

WHEREAS, a request for approval of a Conditional Use Permit for the purposes of expanding a nonstandard use into a required yard on property legally described as lot 3, block 5 Fairacres 2nd addition, generally located at 1249 E. 23rd Street, Fremont, NE was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is currently zoned GC, General Commercial; and

WHEREAS, the existing building is non-standard in terms of the setback on the east side and the applicant wishes to expand a portion of the building to align with the setback of the existing building; and

WHEREAS, a public hearing on the proposed Conditional Use Permit was held by the Planning Commission on April 20, 2020 and subsequently by the City Council on May 12, 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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS:

> **A conditional use permit for the purpose of expanding a building into a required yard to align with the existing easternmost wall is hereby granted.**

PASSED AND APPROVED THIS THE 26th DAY OF MAY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

Staff Report

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: May 26, 2020

SUBJECT: Request for Amendment to the Redevelopment District #3 Redevelopment Plan for the DPA Auctions Redevelopment Project

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Recommendation: Approval of Resolution No. 2020-102

Background: This is a request for an amendment to the Redevelopment Area #3 Redevelopment Plan to include the DPA Auction redevelopment project.

The Planning Commission held a public hearing on this item on May 18, 2020 and recommended approval by a 7-0 vote.

The Nelsen Business Park Redevelopment area, including Redevelopment District #3, was declared blighted and substandard by the Fremont City Council on October 26, 2004 by Resolution #2004-227.

The Redevelopment District #3 Redevelopment Plan was approved November 5, 2004 by Resolution # 2004-261.

The purpose of the amendment is to identify the DPA Auction project which will consist of the construction of an approximately 24,000 square foot office building, parking lot and associated site improvements.

The office building will constitute the headquarters for a local online auction company which is anticipated to employ up to 100 individuals over the next 5 years.

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

The commercial use of the property is consistent with the Comprehensive Plan, which designates the area for Commercial Uses on the Future Land Use Map.

An email in support of this project from Spencer Lombardo of Morningside Holdings LLC and Morningside Commercial LLC is attached.

Findings:

The area was declared blighted and substandard in October, 2004.
The industrial uses are consistent with the Comprehensive Plan.
The estimated annual projected tax shift is $63,000
The estimated total project investment is approximately $3,150,000
An estimated $632,000 in tax increment financing is necessary to provide for the construction and installation of infrastructure and related eligible expenditures.
The proposed redevelopment projects would not be feasible without tax increment financing.
The proposed redevelopment projects are in the best economic interest of the City of Fremont.

Fiscal Impact: None

AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE REDEVELOPMENT DISTRICT #3 REDEVELOPMENT AREA
IN THE CITY OF FREMONT, NEBRASKA

(DPA AUCTIONS REDEVELOPMENT PROJECT)

The City of Fremont, Nebraska ("City") has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for the Redevelopment District #3 Redevelopment Area in the City of Fremont, as amended (the "Redevelopment Plan"). The Redevelopment Plan was prepared by the City in November of 2004 and was approved by the City Council of the City pursuant to Resolution No. 2004-261. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"), the City created the Community Development Agency of the City of Fremont ("CDA"), which has administered the Redevelopment Plan for the City.

The purpose of this Plan Amendment is to identify a specific project within the Redevelopment Area that will cause the removal of blight and substandard conditions on the site located in the City of Fremont, Nebraska, and legally described on the attached and incorporated Exhibit "A" (the "Project Site"). The project under consideration will consist of the construction of an approximately 24,000 square foot office building, a parking lot and associated improvements on the Project Site.

The Project Site

The Project Site is in need of redevelopment. The CDA has considered whether the redevelopment of the Project Site will conform to the City's general plan and the coordinated, adjusted, and harmonious development of the City and its environs. In this consideration, the CDA finds that the proposed redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight. The blighted condition of the Project Site and the Redevelopment Area has contributed to its inability to attract business and/or development. In order to support private development, the Project Site and the Redevelopment Area are in need of redevelopment.

The City currently owns the Project Site, which is vacant and underutilized. Dilapidated grain bins, barns and sheds were previously located on the Project Site, but these structures were demolished in accordance with the Redevelopment Plan adopted in 2004, which called for acquisition of the Project Site by the CDA in order to clear the Project Site of such hazardous structures. Following clearance of the

dilapidated structures, the Redevelopment Plan provides for disposal of the Project Site to public or private parties for redevelopment, and contemplates the use of tax increment financing to aid in redevelopment of the Project Site.

Although the Project Site has been cleared of the dilapidated structures in accordance with the Redevelopment Plan, the City has been unable to attract private development on the Project Site due to the upfront costs required to develop the Project Site. Specifically, the Project Site requires site preparation and grading in order to be developed. Additionally, the City's investment in clearing the Project Site of dilapidated structures and in installing public infrastructure in the Redevelopment Area has increased the market value of the Project Site. The cost to acquire the Project Site, in combination with site preparation and grading costs, render the Project impractical without the use of tax increment financing, which will be used to pay for eligible expenditures under the Act. The redevelopment of the Project Site is anticipated to eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

Description of the Project

Del Peterson and Associates, Inc. (the "Redeveloper") has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the construction of a two-story, approximately 24,000 square foot office building, parking lot, and associated improvements on the Project Site. The office building will constitute the new headquarters for a local online auction company, DPA Auctions, which is anticipated to employ up to 100 individuals in the next 5 years. In addition to modern office and conference components, the building is anticipated to include wellness facilities for employees of the company.

The Redeveloper will pay the costs of the private improvements, including the costs of construction of the building on the Project Site. As part of the Project, the CDA shall capture available tax increment revenues generated by the redevelopment of the Project Site to reimburse the Redeveloper or assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area and to be more fully described in the Redevelopment Agreement. Such public improvements may include, but are not limited to: site acquisition, site preparation and grading, installation of utilities, architectural and engineering fees, façade enhancements, energy enhancements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act. The specific public improvements for which the available tax increment revenues generated by the Project will be used will be described in more detail in the Redevelopment Agreement.

The Project is consistent with the Redevelopment Plan for Redevelopment District #3, which encourages development of a variety of commercial and general industrial uses in the Redevelopment Area to expand employment opportunities for all income groups. Further, the Project is consistent with the Comprehensive Plan of the City of Fremont. The Future Land Use map set forth in the Comprehensive

Plan identifies the future land use of the Project Site as commercial, and the Comprehensive Plan identifies the potential for development of a suburban business park in the vicinity of Morningside Road and Highway 275.

Statutory Elements

As described above, the Project envisions the capture of the incremental taxes created by the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. Attached as Exhibit "B" and incorporated herein by this reference is a consideration of the statutory elements under the Nebraska Community Development Law.

Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "C" and shall be approved as part of this Plan Amendment. The estimated costs of the Project, the estimated TIF proceeds, and the proposed method of financing the Project are set forth in the Cost-Benefit Analysis.

Additional Project Information

The Redeveloper has represented that without the use of TIF, this Project would not be feasible and the Redeveloper could not undertake the Project as designed on the Project Site. Redeveloper intends to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act, and such application will include, as one of the tax incentives, a refund of the City's local option sales tax revenue. The application has not yet been approved.

EXHIBIT "A"
Legal Description of the Project Site

The improvements for this Project shall be constructed on the property legally described as follows:

> 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.

EXHIBIT "B"
Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Project. The City of Fremont currently owns the Project Site, and the Redeveloper is under contract to acquire the Project Site from the City. The conveyance of the Project Site shall comply with the Nebraska Community Development Law and all other applicable laws.

B. Population Density

The proposed Project includes the construction of an approximately 24,000 square foot office building on undeveloped land, which will not affect population density in the project area.

C. Land Coverage

The Project is anticipated to consist of construction of an approximately 24,000 square foot office building on the approximately 5.76 acre Project Site. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Fremont.

D. Traffic Flow, Street Layouts, and Street Grades

No adverse impacts are anticipated with respect to traffic flow, street layouts and street grades. The Project Site is currently vacant, so the Project will naturally increase traffic to and from the Project Site. However, the Project Site is located on Bud Boulevard, and is adjacent to Morningside Road and Highway 275, which should be sufficient to accommodate the anticipated increase in traffic.

E. Parking

The Project will include construction a surface parking lot that will meet or exceed parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site will be subdivided from the larger approximately 12 acre parcel owned by the City of Fremont prior to conveyance to the Redeveloper. The Project Site is located in the General Industrial zoning district. Redeveloper will be responsible for obtaining any zoning, building code, or ordinance changes that are necessary for the Project.

EXHIBIT "C"
Cost-Benefit Analysis

COMMUNITY DEVELOPMENT AGENCY
CITY OF FREMONT, NEBRASKA
DPA AUCTIONS REDEVELOPMENT PROJECT
COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)

The DPA Auctions Redevelopment Project (the "Project") will consist of construction of an approximately 24,000 square foot office building and associated improvements on the Project Site, as more particularly described on Exhibit "C-1". The cost-benefit analysis for the Project, which will utilize funds authorized by Neb. Rev. Stat. § 18-2147, can be summarized as follows:

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

a.	Estimated Base Project Area Valuation:	$58,000
b.	Estimated Completed Project Assessed Valuation:	$3,150,000
c.	Estimated Tax Increment Base (b. minus a.):	$3,092,000
d.	Estimated Annual Projected Tax Shift:	$63,000

Note: The Estimated Annual Projected Tax shift is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The estimated tax levy for this analysis is 2.047225, which is the 2019 Dodge County tax levy, and is subject to change.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

The Redeveloper will make significant expenditures for the acquisition, construction and installation of the Project and related and ancillary improvements. It is proposed that approximately $632,000 of these expenditures will be financed with the proceeds of tax increment financing indebtedness, with the remaining balance to be paid by the Redeveloper. The sources and uses of the TIF indebtedness will be more particularly set forth in the Redevelopment Agreement for this Project. It is anticipated that eligible uses of the TIF indebtedness may include the following: site acquisition, site preparation and grading, architectural and engineering fees, utility installation, façade enhancements, energy efficiency enhancements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare. All expenditures financed by tax increment financing indebtedness shall be eligible in accordance with the requirements of the Nebraska Community Development Law.

It is not anticipated that the Project will have a material adverse impact on public infrastructure or community public service needs. The Project will result in the redevelopment of a vacant and underutilized parcel without adverse effects on public infrastructure and community public service needs.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create a long term benefit and substantial increase in property taxes to the City and other local taxing jurisdictions. Since the Project Site has been owned by the City for over a decade, the City has not historically relied on tax revenue from the Project Site. Further, the City has been unable to attract private development to the Project Site, and thus, would be unlikely to realize additional ad valorem taxes in the near future without the Project, because the Project Site is unlikely to be developed without the use of tax increment financing to eliminate blight and substandard conditions. The Project should also generate immediate tax growth for the City. It is anticipated that the Project will include a significant amount of personal property that will be installed within the office building constructed, which will be on the property tax rolls upon its acquisition and installation.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

It is anticipated that the Project will have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the redevelopment project, because the enhancements to the Project Site should attract additional redevelopment to the area of the Project. Further, the Project will likely require products and services from firms located within the boundaries of the area of the redevelopment project.

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

The Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers, but should also increase the need for services and products from existing businesses. Since the Project includes an office component, upon occupancy the Project may require the purchase of janitorial services, office supplies, and other similar products and services.

5. Impacts on the student populations of school districts within the City:

The Project is not expected to have an impact on student populations of school districts within the City of Fremont because the Project does not include the construction of any dwelling units.

6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

The Project is anticipated to create around 50 to 75 full- and part-time jobs at the office building constructed on the Project Site within approximately 5 years of completion, which will have secondary employment effects in other employment sectors in the City of Fremont.

There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

6. Cost Benefit Analysis Conclusion:

Based upon the findings presented in this cost benefit analysis, the benefits outweigh the costs of the proposed Project.

Approved by the Community Development Agency, City of Fremont this ____ day of _____, 2020.

_____
_____, Chairman

_____
_____, Secretary

EXHIBIT C-1

PROJECT INFORMATION

The Project will be undertaken on the real estate 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,

(the "Project Site"). The Project shall consist of the following Private Improvements and Public Improvements:

(a) **Private Improvements.** The private improvements to be constructed by the Redeveloper on the Project Site include a new approximately 24,000 square foot office building, surface parking lot, and associated improvements.

(b) **Public Improvements.** Land acquisition, installation of utilities, site preparation and grading, façade enhancements, energy efficiency enhancements, architecture and engineering fees, and other eligible public expenditures under the Act as determined in the Redevelopment Agreement; paid for, in part, by the tax increment generated by the private improvements.

4823-0778-5145, v. 3

THE CITY COUNCIL OF THE
CITY OF FREMONT, NEBRASKA

RESOLUTION NO. 2020-102
(Amendment to the Redevelopment Plan for the
DPA Auctions Redevelopment Project and Cost-Benefit Analysis)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA APPROVING AN AMENDMENT TO THE REDEVELOPMENT PLAN FOR REDEVELOPMENT DISTRICT #3 IN THE CITY OF FREMONT FOR THE DPA AUCTIONS REDEVELOPMENT PROJECT AND A COST-BENEFIT ANALYSIS FOR THE DPA AUCTIONS REDEVELOPMENT PROJECT.

WHEREAS, the City Council of the City of Fremont, Nebraska ("City") via Resolution No. 2004-261 adopted a plan of redevelopment prepared by the City dated November 5, 2004 (the "Redevelopment Plan") for certain portions of the City identified in the Blight and Substandard Study as the Redevelopment District #3 redevelopment area (the "Redevelopment Area") pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101, et seq. (the "Act");

WHEREAS, the Community Development Agency of the City of Fremont (the "CDA") has recommended that the Redevelopment Plan should be amended to identify specific property within the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions;

WHEREAS, a copy of the proposed Amendment to the Redevelopment Plan for the Redevelopment District #3 Redevelopment Area in the City of Fremont, Nebraska (DPA Auctions Redevelopment Project) (the "Project") is attached as Exhibit "A", and a copy of the Cost-Benefit Analysis for the Project conducted by the CDA is attached thereto as Exhibit "C";

WHEREAS, the Project will use tax increment financing pursuant to Section 18-2147 of the Act to assist in paying for the cost of certain public improvements on the Project Site and/or the Redevelopment Area, as more particularly described in the Amendment to the Redevelopment Plan;

WHEREAS, the CDA submitted the question of whether the Amendment to the Redevelopment Plan should be recommended to the City Council to the Planning Commission of the City of Fremont;

WHEREAS, the Planning Commission recommended the approval of the Amendment to the Redevelopment Plan;

WHEREAS, a notice of public hearing was published on May 9, 2020 and May 16, 2020, the latter date of which was at least ten (10) days prior to the time and place of the public hearing, which notice of public hearing described the time, date, place and purpose of the hearing;

WHEREAS, a notice of public hearing was delivered to the taxing jurisdictions at least ten (10) days prior to the time and place of the public hearing, which notice of

public hearing described the time, date, place and purpose of the hearing, as required by Section 18-2115.01 of the Act;

WHEREAS, on May 26, 2020, a meeting of the City Council of the City of Fremont, Nebraska was held at 7:00 p.m. at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to conduct a public hearing to determine whether the Amendment to the Redevelopment Plan and related Cost-Benefit Analysis should be approved;

WHEREAS, the City Council has reviewed the Amendment to the Redevelopment Plan, the Cost-Benefit Analysis, the recommendations of the Planning Commission, and has duly considered all statements made and materials submitted related to the submitted question;

WHEREAS, the Amendment to the Redevelopment Plan clarifies the scope of the Redevelopment Plan and incorporates the DPA Auctions Redevelopment Project into the Redevelopment Plan and into compliance with the Act;

WHEREAS, the amended Redevelopment Plan will, in accordance with the present and future needs of the City of Fremont, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act;

WHEREAS, the amended Redevelopment Plan is feasible and is in conformance with the general plan for development of the City of Fremont as a whole, as set forth in the City of Fremont Comprehensive Plan, as amended;

WHEREAS, the Project would not be economically feasible without the use of tax increment financing, would not occur in the Redevelopment Area without the use of tax increment financing, and the costs and benefits of the Project are in the long-term best interest of the community; and

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the City Council desires to approve and adopt the Amendment to the Redevelopment Plan and the Cost-Benefit Analysis.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Fremont, Nebraska, does hereby approve and adopt the Amendment to the Redevelopment Plan and the Cost-Benefit Analysis.

DATED THIS 26th day of May, 2020.

THE CITY OF FREMONT, NEBRASKA

By: _____
Mayor

ATTEST: _____
Clerk

EXHIBIT "A"
Amendment to the Redevelopment Plan

(See Attached)

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer Dam, Planning Director

DATE: May 26, 2020

SUBJECT: Conditional Use Permit for a place of Public Assembly in the LI, Light Industrial District

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Recommendation: Approve Resolution No. 2020-099

Background:

This is a request for a Conditional Use Permit for Public Assembly (church) located at 2407 Colorado Avenue.

The property was previously used by Oriental Trading.

The property is zoned LI, Light Industrial. Public Assembly requires a Conditional Use Permit in the LI district.

The property to the north is zoned AR, Auto-Urban Residential and is developed with single family attached and single family detached residential uses. The property to the east is zoned LI, Light Industrial and is developed with offices, a daycare and contractor office. The property to the south is zoned SC, Suburban Commercial and is developed with a drive. Further south is zoned LI, Light Industrial and is developed with the airport. The area to the west is zoned SC, Suburban Commercial and is developed with a storage facility.

There are not heavy industrial uses in the area that would negatively impact a public assembly use.

Section 11-504.02.I states:

> Public Assembly facilities are permitted if it is demonstrated that:
>
> 1. ”They are located greater than 300 feet from either GI or AV district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type B bufferyard or a local, collector, or arterial roadway;”
>
> *Finding: The prosed church is more than 300 feet from a GI or AV district.*

2. “Primary access to the site is from a collector or arterial roadway; “

Finding: Access is from a collector roadway.

3. “Adequate precautions have been taken on behalf of the operator so as not to create an undue burden on neighboring properties via traffic, parking, and noise; and”

Finding: Parking is sufficient on the site. Traffic will exit south to 23rd Street unless someone lives in the area. The use should not create external noise.

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.”

Finding: This is not applicable to the proposed use.

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: A church will 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 church is compatible with the surrounding land uses.

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 a site within 1,000 feet where the use is permitted as-of-right.

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 create a critical mass of similar uses.

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 proposed use is a church. The traffic impacts are likely equal to when the building was used as an industrial facility.

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."

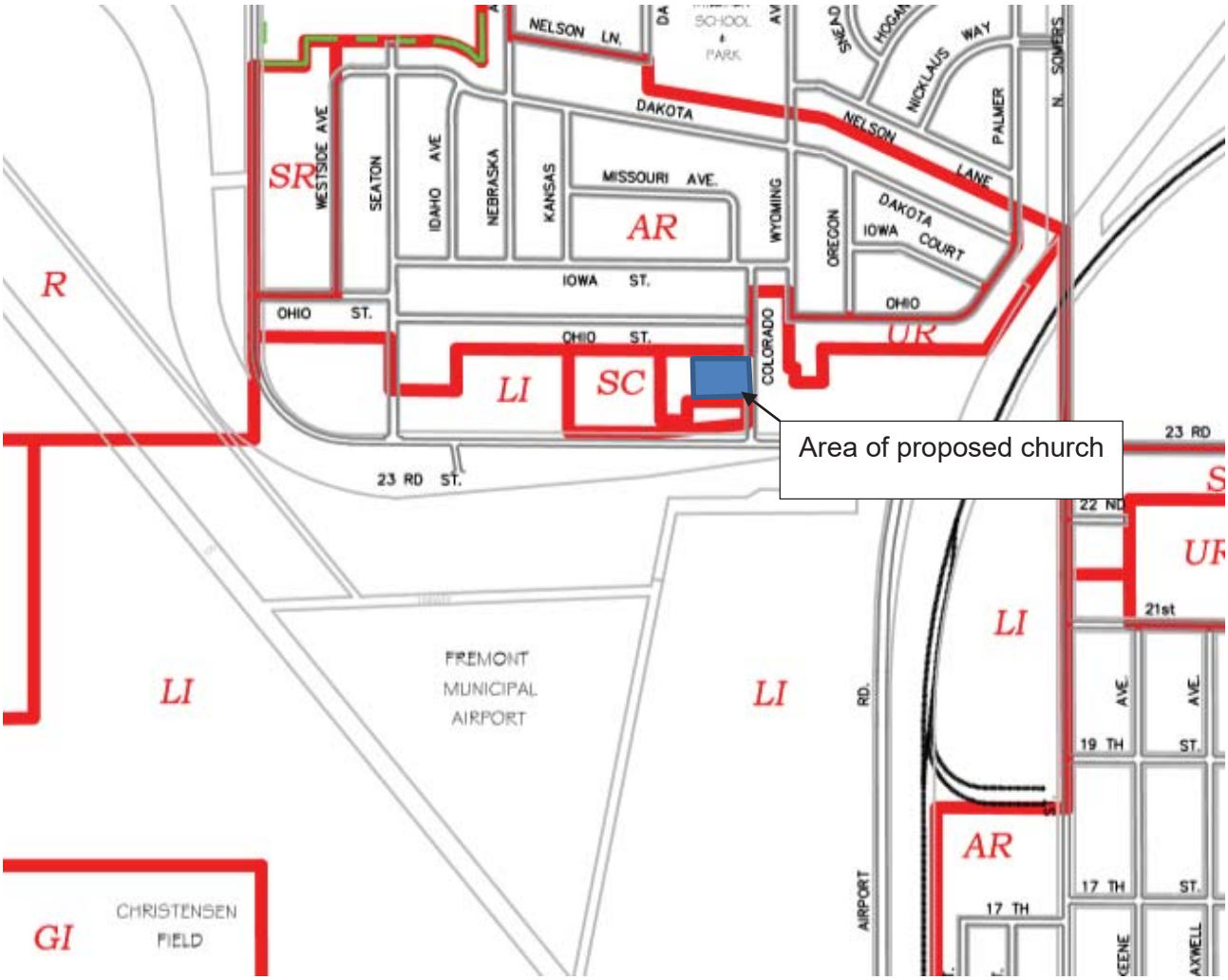
Finding: The church will not disproportionately use public services.

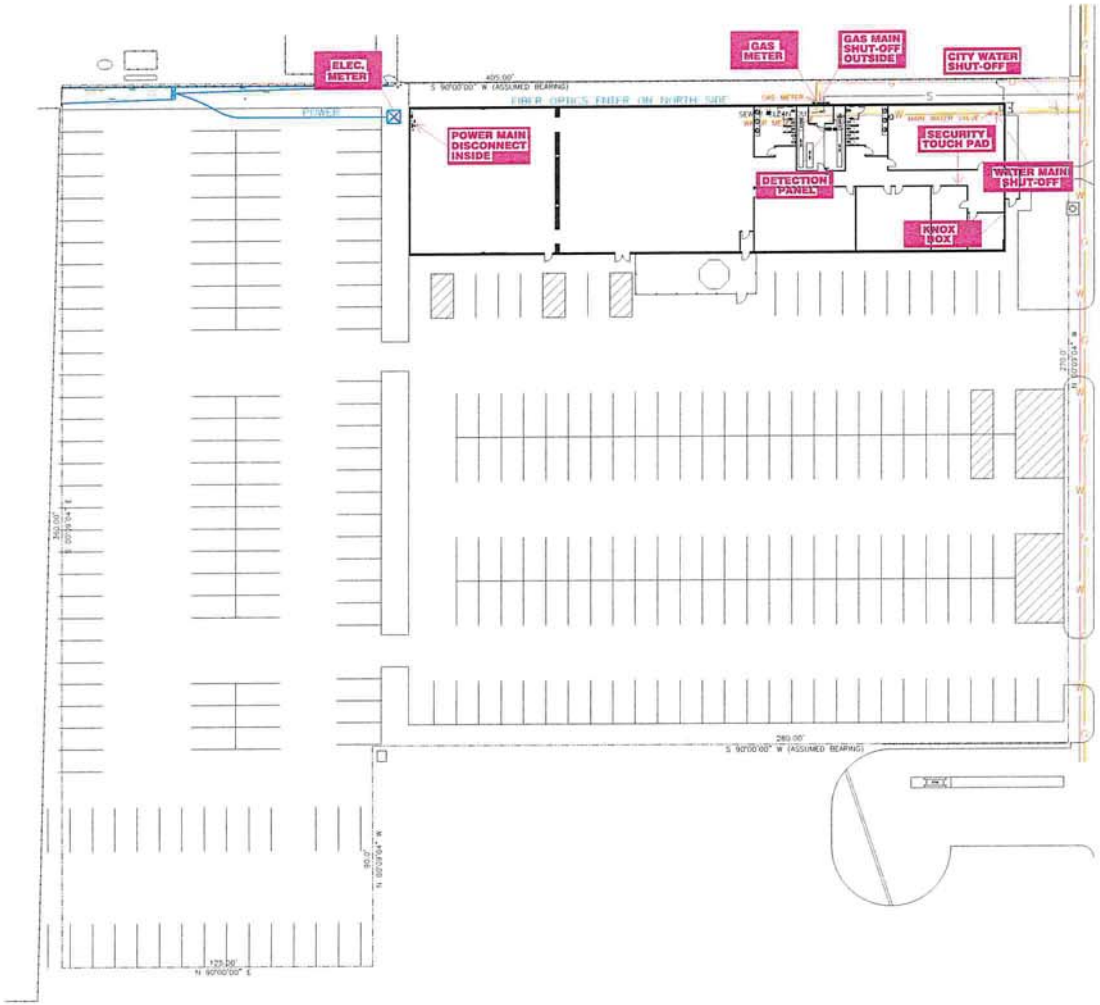
The Planning Commission held a public hearing on this item and voted 8-0 to recommend approval.

Fiscal Impact: N/A

Lifegate Church C.U.P. Vicinity Map

Lifegate Church C.U.P.
Surrounding Zoning





NORTH

Project Manager	–
Architect	–
M&C/Process	–
Civil	–
Mechanical	–
Electrical	–
Structural	–
Facilities	–
Drawn By	K. CHRISTENSEN

Oriental Trading Company, Inc.

ORIENTAL TRADING COMPANY., INC.
2407 N. COLORADO AVENUE
FREMONT, NE 68025

FREMONT FACILITY
UTILITIES PLAN

Date 01/06/20	Project NO.	Drawing NO.	Issue
Scale 1" = 30'			

2407 Colorado Ave., Fremont, NE

Legal Description:
A tract of land located in the Southeast Quarter Southwest Quarter (SE¼ SW¼) of Section Ten (10), Township Seventeen (17) North, Range Eight (8) East of the 6th P.M., in Dodge County, Nebraska, more particularly described as follows:
Beginning at the Southeast corner of Lot One (1), Block Two (2), Washington Heights Second Addition to the City of Fremont, Dodge County, Nebraska; said point also being on the West margin of Colorado Avenue; thence South 00°08'03" East (assumed bearing) along said West margin 270.00 feet; thence South 90°00'00" West, 280 feet; thence South 00°08'03" East 90 feet;
thence South 90°00'00" West, 125 feet; thence North 00°08'03" West, 360 feet to a point on the
South margin of said Washington Heights Second Addition; thence North 90°00'00" East along said
South margin, 405.0 feet to the point of beginning.
Also described as Tax Lots 40, 74, 86 and part of Tax Lot 89 in said section.

Oriental Trading Company, Inc.

City of Fremont Nebraska
Planning & Development
400 E. Military Ave.
Fremont, NE 68025

March 2, 2020

RE: Conditional Use Permit Application for 2407 Colorado Ave, Fremont, NE 68046

To whom it may concern,
We support Lifegate Church application for a Conditional Use Permit and recognize that we have a fully, executed Purchase Agreement for the sale of the property with Lifegate Church.

Thank you.

Steve Samek
Steve Samek

RESOLUTION NO. 2020-099

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR PUBLIC ASSEMBLY (CHURCH) IN A LI, LIGHT INDUSTRIAL DISTRICT ON PROPERTY GENERALLY LOCATED AT 2407 COLORADO AVENUE, FREMONT, NEBRASKA AND LEGALLY DESCRIBED AS:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER SOUTHWEST QUARTER (SE1/4 SW1/4) OF SECTION TEN (10), TOWNSHIP SEVENTEEN (17) NORTH, RANGE EIGHT (8) EAST OF THE 6TH P.M., IN DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:BEGINNING AT THE SOUTHEAST CORNER OF LOT ONE (1), BLOCK TWO (2), WASHINGTON HEIGHTS SECOND ADDITION TO THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA; SAID POINT ALSO BEING ON THE WEST MARGIN OF COLORADO AVENUE; THENCE SOUTH 00°08'03" EAST (ASSUMED BEARING) ALONG SAID WEST MARGIN 270.00 FEET; THENCE SOUTH 90°00'00" WEST, 280 FEET; THENCE SOUTH 00°08'03" EAST 90 FEET; THENCE SOUTH 90°00'00" WEST, 125 FEET; THENCE NORTH 00°08'03" WEST, 360 FEET TO A POINT ON THE SOUTH MARGIN OF SAID WASHINGTON HEIGHTS SECOND ADDITION; THENCE NORTH 90°00'00" EAST ALONG SAID SOUTH MARGIN, 405.0 FEET TO THE POINT OF BEGINNING.

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

WHEREAS, a request for approval of a Conditional Use Permit for the purposes of establishing a place of public assembly (church) in a LI, Light Industrial zoning district was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is currently zoned LI, Light Industrial; and

WHEREAS, a public hearing on the proposed Conditional Use Permit was held by the Planning Commission on April 20, 2020 and subsequently by the City Council on May 12, 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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, AS FOLLOWS:

A conditional use permit for the purpose of allowing public assembly (church) in a LI, Light Industrial zoning district is hereby granted.

PASSED AND APPROVED THIS THE 26th DAY OF MAY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
May 12, 2020 - 7:00 PM
City Council Chambers 400 East Military, Fremont NE

MEETING CALLED TO ORDER

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

ROLL CALL

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

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

1. Motion to adopt current agenda for May 12, 2020 Regular Meeting. Motion made by Yerger, Seconded by Ellis to continue items 11, 12, 14, 17, 18 and 19 one at a time. Voting Yea: Yerger, Ellis, Jacobus Voting Nay: McClain, Jensen, Legband, Bechtel, Kuhns. Motion failed. Motion made by Legband, Seconded by Kuhns to continue items 11, 12, 14, 17, 18 and 19 to the May 26, 2020 City Council Meeting. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns Voting Nay: Yerger, Ellis, Jacobus. Motion carried. Motion made by Legband, Seconded by Kuhns to adopt the agenda for the May 12, 2020 City Council Meeting as amended. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns Voting Nay: Yerger, Ellis, Jacobus. Motion carried.

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.

Motion made by Jacobus, Seconded by Kuhns to approve items 2, 3, 6, 9 and 10 of the consent agenda. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

2. Motion to approve April 29, 2020 through May 12, 2020 claims and authorize checks to be drawn on the proper accounts

3. Dispense with and approve May 5, 2020 Special City Council Meeting Minutes

4. Resolution 2020-084 accepting the Fee Continuation proposal for professional auditor services through 2022 from BKD, LLP. Motion made by Yerger, Seconded by Jacobus to add the language "for the three years" after the figure $145,000. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Jensen, Seconded by Legband to approve Resolution 2020-084 as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

5. Resolution 2020-095 approving the request of the Fremont Area Alzheimer's Collaboration to use a portion of the City's Parking Lot at the northeast corner of North Park and Military Avenues. Motion made by Yerger, Seconded by Jacobus to amend the agreement to correct the date in the first paragraph to May 12, 2020, and add times and dates under section 3.1 by it stating " subject to provisions of this agreement owner hereby grants to lessee the authorizing use of owner's facilities on Thursdays from 4 p.m. to 7 p.m. June 15, 2020 through November 27, 2020 to lessee for the purpose stated above. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Motion made by Yerger, Seconded by Jacobus to approve Resolution 2020-095 and the agreement as amended. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

6. Motion to appoint Aaron Paden to replace and complete Ann Prince's term January 2022 on Park Board

7. Motion to receive Quarterly Financial Statements. Motion made by Jacobus, Seconded by McClain to receive the Quarterly Financial Statements. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

8. Motion to receive Report of the Treasury. Motion made by Yerger, Seconded by Jensen to receive the Report of the Treasury. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

9. Motion to approve request by John C. Fremont Days to use City properties for annual festival

10. Motion to appoint Connie Giese to replace Dian Hillis as the Park Board representative on the Ridge Cemetery Association Board; Hillis term expires December 2020

11. Resolution 2020-096 awarding contract to Wiese Plumbing & Excavating Inc. for Installation of Electrical Conduits for SE Beltway Relocations. Continued to May 26, 2020.

12. Resolution 2020-097 authorizing the Mayor to execute an agreement with Thompson Construction for the Water main Encasement - SE Beltway project. Continued to May 26, 2020.

UNFINISHED BUSINESS: Requires individual associated action

13. Ordinance 5532 to amend 11-601 to address development standards to exclude Planned Unit Development Districts. Motion made by Jacobus, Seconded by Legband to hold second reading of Ordinance 5532. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided second reading.

14. Ordinance 5533 pertaining to pay plan for officers and employees (proposed addition of Library Technology Specialist classification). Continued to May 26, 2020.

15. Council Members Jensen, McClain & Legband item - Ordinance 5530 to amend section 2-108 of the Fremont Municipal Code to include a rule limiting the time for discussion and debate of agenda items (final reading). Council Member Kuhns moved to hold third and final reading. Council Member Kuhns withdrew his motion to allow an amendment. Motion made by Jensen, Seconded by Kuhns to amend Ordinance 5530 to include rule #18, allowing for the suspension of rules 14, 15 and 16 with a simple majority of the members present. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns Voting Nay: Yerger, Ellis, Jacobus. Motion carried. Motion made by Yerger, Seconded by Jacobus to continue the item until the end of August. Voting Yea: Yerger, Ellis, Jacobus. Voting Nay: McClain, Jensen, Legband, Bechtel, Kuhns. Motion failed. Motion made by Kuhns, Seconded by Jensen to hold third and final reading of Ordinance 5530 as amended. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns. Voting Nay: Yerger, Ellis, Jacobus. Motion carried. City Clerk provided final reading of the Ordinance. Mayor called for a final vote on the Ordinance. Motion made by Kuhns, Seconded by Jensen. Voting Yea: McClain, Jensen, Legband, Bechtel, Kuhns Voting Nay: Yerger, Ellis, Jacobus. Ordinance 5530 is approved.

16. Ordinance 5528 for a change of zone from R, Rural to PD, Planned Development for property commonly known as Bluestem Commons (second reading)

NEW BUSINESS: Requires individual associated action

17. Resolution 2020-098 authorizing $5,000,000 additional expenditure for the SE Beltway project. Continued to May 26, 2020.

18. Resolution 2020-099 authorizing the issuance of a conditional use permit for public assembly (church) in a LI, Light Industrial District on property generally located at 2407 Colorado Avenue. Continued to May 26, 2020.

19. Resolution 2020-100 authorizing the issuance of a conditional use permit for generally located at 1249 E. 23rd Street for the purposes of expanding a nonstandard use into a required yard. Continued to May 26, 2020.

20. Councilmember Jacobus item – Receive and approve City Councilmembers' nominations to the temporary Animal Control Citizen's Advisory Board and Empower the Board to act as an "Authorized City Representative" to investigate DCHS compliance with City's animal control contract. Motion made by Yerger, seconded by Jensen to receive two documents which include seven of the appointee names into the record; they include an email from Council Member McClain, and a document titled – City of Fremont Animal Control – Citizens Advisory Board from Council Member Jacobus. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Council Member Legband moved, seconded by Council Member Jacobus to approve and appoint Rebecca Pence to the board. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

21. Councilmember Jacobus item – Executive Session to discuss threatened or potential litigation. Moved by Council Member Jacobus, seconded by Council Member Jensen to go into executive session to discuss threatened or potential litigation and for the further reason that the executive session is necessary for the protection of the public interest and

asked for discussion. The Mayor stated that the pending motion was to go into executive session to discuss threatened or potential litigation and for the further reason that the executive session is necessary for the protection of the public interest. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. The Mayor stated that the pending motion to go into executive session to discuss threatened or potential litigation and for the further reason that the executive session is necessary for the protection of the public interest had been approved. Discussion will be limited to threatened or potential litigation. No official actions or votes will be taken during the executive session. Motion carried. Time in: 9:20 p.m. Moved by Council Member Jensen, seconded by Council Member Yerger to come out of executive session where no official actions or votes were taken. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Time out 9:35 p.m.

ADJOURNMENT

Motion made by Kuhns, Seconded by Legband to adjourn; time: 9:37 PM. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA REGULAR CITY COUNCIL MEETING MINUTES FOR MAY 12, 2020.

Tyler Ficken, City Clerk | Scott Getzschman, Mayor

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Public Works Director

DATE: May 26, 2020

SUBJECT: Request for Use of Christensen Field and the Fremont Municipal Airport for Community Fireworks Display.

Approve Resolution 2020-104

Background: Ron Vlach has requested the use of Christiansen Field and the Fremont Municipal Airport to hold a community fireworks display on Friday, July 3, 2020. Rain date will be Saturday, July 4, 2020. This is an annual request that is very well received and attended by Fremont residents as well as surrounding areas.

Mr. Vlach will provide a certificate of insurance in the amount of $1,000,000.00 with the applicant as primary insured and the City of Fremont named as an additional insured.

Fiscal Impact: None to the City of Fremont. Mr. Vlach obtains sponsors and commits his own funds for the event.

Request use of Christian Field for July 3 Fireworks Show.

Victory Marine
R Wluch.
720-1005

ASAP

RESOLUTION NO. 2020-104

A Resolution of the City Council of the City of Fremont, Nebraska, approving the use of Christensen Field and the Fremont Municipal Airport for a community fireworks display on Friday, July 3, 2020. Rain date is Saturday, July 4, 2020.

WHEREAS, Fremont Fireworks Committee has requested the use of Christensen Field and the Fremont Municipal Airport for a community fireworks display on Friday, July 3, 2020 with a rain date of Saturday, July 4, 2020; and

WHEREAS, The display will benefit the residents of Fremont and surrounding communities; and

WHEREAS, Approval of the request is contingent upon receipt of a $1,000,000.00 insurance certificate with the applicant as primary insured and the City of Fremont named as an additional insured and this resolution shall serve as the written agreement for said insurance.

NOW AND THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Fremont, Nebraska, approve the request for use of Christensen Field and the Fremont Municipal Airport for a Community Fireworks Display on Friday, July 3, 2020. Rain date is Saturday, July 4, 2020.

PASSED AND APPROVED THIS 26th DAY OF May 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Dean Kavan, Stores Supervisor

DATE: May 26, 2020

SUBJECT: Purchase of Forklift

Recommendation: Approve Resolution 2020-105 to purchase a Hyster J40XNT forklift from MH Equipment Company.

BACKGROUND:

The Warehouse has budgeted funds for a forklift. The warehouse is replacing 2000 Yale forklift.

A specification was created and public bids were requested and received on April 14, 2020.

Below is the price from bidders:

Bidder	Make	Model	Bid	Lead times
MH Equipment	Hyster	J40XNT	$31,486.70	18 weeks
NMC Inc.	Mitsubishi	FB20PNT2	$36,658.75	18 weeks
Riekes Equipment	Yale	ERP040VT	$33,613.35	20 weeks
Forklifts of Omaha	Clark	TMX20	$37,930.00	15 weeks
Octane Forklifts	Octane	FB20	$30,348.00	21 weeks

This item was presented at the May 12th, 2020 Utilities and Infrastructure Board meeting. It was approved to recommend to Mayor and City Council with a 5-0 motion.

After review of the bids and consultation with the vendors. Octane Forklift was low bid but did not meet specification on battery voltage. Staff requests that the Mayor and City Council authorize staff to issue a contract and purchase order to MH Equipment in the amount of $31,486.70 (before tax) for a Hyster J40XNT, 4000 lb. forklift.

FISCAL IMPACT:

FY 2019-2020 Capital Budget Expenditure of $33,690.77 (tax included).

RESOLUTION NO. 2020-105

A Resolution of the City Council of the City of Fremont, Nebraska, accepting and awarding the bid from MH Equipment Company for a forklift in the amount of $31,486.70 and authorize staff to issue a purchase order for the purchase.

WHEREAS, the City of Fremont sought and received bid for 4000 lb. forklift; and

WHEREAS, the Utility & Infrastructure Board has reviewed the proposals received and recommends the bid from MH Equipment Company be accepted as the best proposal for the forklift in the amount of $31,486.70; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utility & Infrastructure Board and approve and award the bid for a Hyster J40XNT forklift in the amount of $31,486.70 to MH Equipment Company and authorize staff to issue a purchase order for the purchase.

PASSED AND APPROVED THIS 26th DAY OF MAY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

Youth Sports Reopening Guidelines

5/11/2020

The below guidelines lay out the planned reopening of certain youth sports. Additional guidelines for other sports will be provided as it is determined participation in those sports meet health and safety measures. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure, however, participants must practice social distancing.

Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training AND that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas. No team organized training is allowed.

June 1

- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.
- Team Organized practices for baseball and softball may begin unless circumstances dictate a change in date.
- Dugout use will not be allowed. Players' items should be lined up against the fence at least six (6) feet apart.
- Parents must remain in their cars or drop off and pick players up afterwards.
- Players should use their own gloves, helmets, and bats as much as possible.
- Coaches are responsible for ensuring social distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, changing drills so that players remain spaced out, no congregating of players while waiting to bat.
- Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice. No shared/communal snacks.
- Coaches must sanitize shared equipment before and after each practice
- Team organized practices for other sports may remain suspended

June 18

- Baseball and softball games may begin unless circumstances dictate a change in date
- Same guidelines apply as above for baseball and softball practices
- Use of dugouts is permitted during games only. Bleachers located between the dugout and home plate should also be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.

- Players should use their own gloves, helmets, and bats as much as possible.

- Fan attendance is limited to household members of the players on the team. No use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed in the area from behind home plate to six (6) feet past the far end of each dugout.
- Teams to play next must be provided designated areas for player warm-ups that provide for necessary social distancing.
- Post game handshakes or interaction between teams are prohibited.
- When games end, the leaving team must sanitize the dugout area. No post-game talks at the field are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished sanitizing and is completely out of the dugout.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field once the team they are there to watch enters the dugout area.
- Restrooms must be cleaned and sanitized regularly while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Coaches must sanitize shared equipment before and after each practice and game.
- Concessions stands are not allowed to be open.
- Team organized practices and games for other sports may remain suspended.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Kim Koski, Director of Parks and Recreation

DATE: May 26, 2020

SUBJECT: Independent Teams Using City Properties for Baseball and Softball.

Recommendation: Approve Resolution 2020-

Background: The resolution was prepared by Andy Barry (the League of Risk Management's Outside Legal Counsel) and Trent Sidders of Cline Williams Law Firm regarding youth baseball/softball practices and games. On May 11, 2020, Governor Ricketts announced "Youth Sports Reopening Guidelines" allowing youth baseball/softball practices from June 1-17, 2020, and youth baseball/softball games, starting June 18, 2020. In addition to these documents, League staff emailed the City signage that we will be able to photocopy, laminate and post in parking lots and playing fields. The City of Fremont also requires teams to provide insurance certificates that name the City of Fremont as an additional insurer. All documents must be signed and turned into the Parks office and all fees must be paid and insurance certificates received before any practices or games will be scheduled.

The City Attorney has reviewed all documents.

Fiscal Impact: Independent teams that request use of City fields currently pay $100 per the season.

COVID-19: Resolution of the City of Fremont Regarding Use of Municipal Property for Youth Baseball and Softball

A Resolution of City of Fremont, Nebraska, Regarding the Risk of Exposure to COVID-19 Through the Use of Municipal Property for Youth Baseball and Softball.

Recitals

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact;

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect;

WHEREAS, directed health measures are in effect for every County in the State of Nebraska through May 31, 2020, and are likely to be extended by the Governor in some form for most or all Counties after May 31, 2020;

WHEREAS, on May 11, 2020, the Governor announced that the directed health measure prohibiting all organized team sports, youth and adult, would be relaxed by the State of Nebraska beginning June 1, 2020, in order to permit the planned reopening of certain youth sports, specifically baseball and softball;

WHEREAS, a copy of the Youth Sports Reopening Guidelines dated May 11, 2020, are attached to this Resolution and incorporated herein as part of these Recitals;

WHEREAS, players, coaches, officials, and others who participate in baseball and softball games, practices, and related activities, and spectators who attend such activities risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the grounds on which such activities take place, by watching such activities, and by participating or authorizing the participation of a minor, in baseball or softball games, practices, or related activities; and

WHEREAS, it is the intent of the City of Fremont to permit the resumption of youth baseball and softball on municipal property, in accordance with the directed health measures and other laws and guidance issued by the State of Nebraska, including the Youth Sports Reopening Guidelines dated May 11, 2020, and such further laws and guidance that may be issued in the future, provided that every individual, organization, or group sponsoring such activities, and all participants and spectators, fully assume the health risks associated with these activities, including the inherent risk now present in any such activities as a result of the presence of COVID-19 in the State of Nebraska, and provided that participants in such activities sign an agreement that releases City of Fremont, its elected and appointed officials and employees, and all other participants in

youth baseball and softball from liability associated with exposure to COVID-19 in the course of such activities.

NOW, THEREFORE, BE IT RESOLVED that, in order to enter the playing or practice fields or other facilities of the City of Fremont to participate in baseball or softball games, practices, or related activities, all players, coaches, officials and other participants must sign the agreement titled COVID-19: Youth Baseball and Softball Participants Agreement. Each team wishing to participate on the grounds of the City of Fremont must provide copies of signed Agreements for all participants affiliated with the team, together with a roster containing a complete list of the names of all players, coaches, officials, and others affiliated with the team. Copies of these documents must be provided to and shall be maintained by the municipal Clerk.

BE IT FURTHER RESOLVED that, for the avoidance of doubt as to the risk assumed by participants and spectators, in order to encourage compliance with directed health measures and guidelines, and in order to promote public safety, the applicable provisions of the Youth Sports Guidelines dated May 11, 2020, shall be posted on all practice and playing fields where youth baseball or softball are played. If the Youth Sports Guidelines dated May 11, 2020, are subsequently modified or updated, the applicable provisions of the modified or updated guidelines shall be posted in the same manner.

BE IT FURTHER RESOLVED that all participants and spectators shall comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by the City of Fremont relating to COVID-19 or other safety or hygiene precautions while present on municipal property, understanding that the City of Fremont may elect to deny entrance to the grounds and facilities to any non-complying participant or spectator, or to require a non-complying participant or spectator to leave the premises at any time.

BE IT FURTHER RESOLVED that officials and employees of the City of Fremont are authorized to execute the directives set forth in this Resolution.

RESOLVED this 26th day of May, 2020.

ATTEST:

By:_____, (
Scott Getzschman, Mayor

By:_____,
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and Fremont City Council

FROM: Alan Kaspar, Director of Electrical Engineering
Troy Schaben, Assistant City Administrator Utilities

DATE: May 26, 2020

SUBJECT: Electrical Conduit Installation – NDOT SE Beltway Relocations

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Recommendation: Approve resolution 2020-096 awarding contract for Installation of Electrical Conduits to Wiese Plumbing & Excavating Inc.

Background:

Multiple overhead electrical lines need to be relocated to accommodate construction of the NDOT SE Beltway Project. The majority of these relocations will be from overhead to underground, requiring trenching and boring work for conduit installations.

Bids were solicited and received for the installation of these electrical conduits. Three bids were received:

Bidder	Capitol City Electric	Wiese Plumbing & Excavating	TJ Cable & Underground
Proposal Price	$128,400.00	$125,404.25	$206,725.00

Staff finds Wiese Plumbing and Excavating Inc. to be the lowest responsible bidder and recommends award of the contract.

The Utility & Infrastructure Board approved this recommendation with a 5-0 vote at their meeting on April 28th, 2020.

Note: Notice to Proceed will <u>not</u> be given to the Contractor until the City has received Notice to Proceed from the State of Nebraska.

Fiscal Impact:

The State of Nebraska will reimburse the City for utility relocation work.

Section 00520

Procurement Agreement

Pages 7 of 7

Procurement Agreement

This Agreement is by and between City of Fremont, Nebraska, Department of Utilities (hereafter called Buyer) and _____ (hereafter called Seller).

Buyer and Seller, in consideration of the mutual covenants set forth herein, agree as follows:

1.0 Goods and Special Services

1.1 Seller shall Furnish Goods and Special Services specified or indicated in the Contract Documents. The Goods and Special Services are generally described as follows:

Install approximately 875' of (2) 2" Electrical Conduits at Dove's Cove Location.

Install approximately 415' of (2) 4" Electrical Conduits at S. Yager Rd. Location.

Install approximately 1075' of (2) 6" Electrical Conduits at S. Downing St. Location.

Install approximately 505' of (2) 6" Electrical Conduits at E. Hwy 275 Bypass Location.

Install approximately 80' of (2) 4" Electrical Conduits at Old Hwy 8 Number 1 Location.

Install approximately 1195' of (2) 4" Electrical Conduits at Old Hwy 8 Number 1 Location.

Install approximately 970' of (2) 4" Electrical Conduits at Old Hwy 8 Number 2 Location.

Buyer shall provide electrical conduits and elbows for Seller to Install. Buyer will provide and install pad and flush-mount junction and pull boxes.

2.0 The Project

2.1 The Project for which the Goods and Special Services under the Contract Documents may be the whole or only part is generally described as follows:

City of Fremont, Nebraska, Department of Utilities
Installation of Electrical Conduits

3.0 Point of Destination

3.1 The place where the Goods are to be delivered is defined in the General Conditions as the Point of Destination and is designated as:

NDOT SE Beltway Project, City of Fremont, Nebraska.

4.0 Contract Times

4.1 All time limits for Milestones, if any, the delivery of Goods and furnishing of Special Services as stated in the Contract Documents are of the essence of the Contract.

4.2 Date of Submittal of Shop Drawings

4.2.1 All Shop Drawings and Samples required by the Contract Documents will be submitted to Buyer for review and approval on or before the date indicated in the proposal.

5.0 Contract Price

5.1 Buyer shall pay Seller for the Furnishing of Goods and Special Services in accordance with the Contract Documents an amount in current funds equal to the sum of the amount determined pursuant to paragraph 5.1.1 below:

5.1.1 For the furnishing of all Goods and Special Services other than Unit Price Work, a Lump Sum of (Installation of Electrical Conduits):

_____Dollars $_____
(Use Words) (Use Figures)

6.0 Payment Procedures

6.1 Seller shall submit Applications for payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Buyer as provided in the General Conditions.

6.2 Progress Payments

Buyer shall make progress payments on account of the Base Bid on the basis of Seller's Applications for Payment as follows:

6.2.1 Upon receipt of the first Application for Payment submitted in accordance with Paragraph 14.02.A.1 of the General Conditions in accordance with Paragraph 14.02.B.1 of the General Conditions, an amount equal to 5 percent of the Base Bid, less such amounts as may be determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.2.2 Upon receipt of the second such Application for Payment in accordance with Paragraph 14.02.A.2 of the General Conditions, an amount sufficient to increase total payments to Seller to 10 percent of the Base Bid, less such amounts as may be determined in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.2.3 Upon receipt of the third Application for Payment submitted in accordance with Paragraph 14.02.A.1 of the General Conditions in accordance with Paragraph 14.02.B.1 of the General Conditions, an amount equal to 85

percent of the Base Bid, less such amounts as may be determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.1 Final Payment

6.1.1 Upon receipt of the final Application for Payment in accordance with Paragraph 14.07 of the General Conditions, Buyer shall pay the remainder (5 percent) of the Contract Price as provided in said paragraph 5.1.1.

7.0 Seller's Representations

7.1 In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:

7.1.1 Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

7.1.2 Seller if specified or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the general, local and Point of Destination conditions that may affect cost, progress, or performance of the furnishing of Goods and Special Services.

7.1.3 Seller is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and the furnishing of Goods and Special Services.

7.1.4 Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any to the Point of Destination, with the Contract Documents.

7.1.5 Seller has given Buyer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by Buyer is acceptable to Seller.

7.1.6 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing of the Goods and Special Services.

8.0 Contract Documents

8.1 Contents

8.1.1 The Contract Documents consist of the following:

8.1.1.1 This Procurement Agreement (pages 1 to 7, inclusive);

8.1.1.2 Performance Bond (pages 1 to 2, inclusive);

8.1.1.3 General Conditions (pages 1 to 41, inclusive);

8.1.1.4 Supplementary Conditions (pages 1 to 3, inclusive);

8.1.1.5 Project Drawings and Construction Specifications as listed in the table of contents of the Contract Documents;

8.1.1.6 Addenda (numbers to inclusive);

8.1.1.7 Exhibits to this Agreement (enumerated as follows);

8.1.1.7.1 Seller's Bid (pages 1 to 4, inclusive);

8.1.1.7.2 Documentation Submitted to Seller prior to Notice of Award;

8.1.1.8 The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto;

8.1.1.10.1 Written Amendments;

8.1.1.10.2 Notice to Proceed;

8.1.1.10.3 Written Interpretation(s);

8.1.1.10.4 Change Order(s).

8.1.2 The documents listed in paragraph 8.1.1 are attached to this agreement (except as expressly noted otherwise above).

8.1.3 There are no Contract Documents other than those listed above in the Paragraph 8.0.

8.1.4 The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

8.2 Terms

8.2.1 Terms used in the Agreement will have the meanings indicated in the General Conditions and Supplementary Conditions.

8.3 Successors and Assigns

8.3.1 Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 Severability

8.4.1 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken. All remaining provisions shall continue to be valid and binding upon Buyer and Seller, who agree that the Contract Documents shall be reformed to replace such stricken provision of part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.0 Additional Agreement Stipulations

9.2 Termination for Convenience

9.2.1 City, for its convenience, may at any time terminate this order in whole or in part upon 3 days written notice to Contractor. Upon the receipt of such notice, Contractor immediately will stop, and will cause its suppliers and its subcontractors immediately to stop, all work hereunder. Contractor will be paid a reasonable termination charge (including a reasonable overhead and profit for such work): the percent of the order price reflecting the amount of the work performed before the termination notice, plus actual direct costs resulting from the termination. Contractor will not be paid for any work done after termination nor for any reasonably avoidable costs thereafter incurred by Contractor or Contractor's subcontractors.

9.3 Termination for Cause

9.3.1 City may terminate this Agreement, immediately upon written notice to the Contractor, if the Contractor materially breaches this Agreement and such breach (a) is incapable of cure or (b) being capable of cure, remains uncured thirty (30) days after the Contractor receives written notice from City thereof.

9.4 Nondiscrimination Clause

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

9.4.1 <u>Compliance with Regulations</u>: The Contractor will comply with the Regulations of the Department of Transportation relative to the nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

9.4.2 <u>Nondiscrimination</u>: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including

procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21 .5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

9.4.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.

9.4.4 Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records , accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

9.4.5 Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) cancellation, termination or suspension of the contract, in whole or in part.

9.4.6 Incorporation of Provisions: The contractor will include the provisions of paragraph 9.4.1 through 9.4.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such. provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

9.5 Construction Labor Standards, Federal Labor Standards Provisions & Davis Bacon Wages General Decision

9.5.1 The following Federal documentation, requirements and provisions shall be stipulations to this agreement, referenced in Exhibit form. All requirements dictated within the Exhibits shall supersede any other references or requirements within the Contract Documents.

(a) Exhibit 1: Construction Labor Standards
(b) Exhibit 2: Federal Labor Standards Provisions (form HUD-4010)
(c) Exhibit 3: General Decision Number: NE20200033 01/03/2020

9.5.2 E-VERIFY. Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of its employees, agents, and/or contractors who are physically performing services under this Agreement within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee, agent, and/or contractor.

In Witness Whereof, Buyer and Seller have signed this Agreement in triplicate. Two counterparts have been delivered to Buyer and one to Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on _____, 20__, which is the Effective Date of this Agreement.

BUYER:	City of Fremont	SELLER:	
By:	_____	By:	_____
Title:	_____	Title:	_____
Attest:	_____	Attest:	_____
Title:	_____	Title:	_____

Address for giving Notices:

_____

_____

Designated Representative:

Name: _____

Title: _____

Address:_____

_____

_____

Phone: _____

Address for giving Notices:

_____

_____

Designated Representative:

Name: _____

Title: _____

Address:_____

_____

_____

Phone: _____

RESOLUTION NO. 2020-096

A Resolution of the City Council of the City of Fremont, Nebraska, awarding the contract to Wiese Plumbing & Excavating Inc. for Installation of Electrical Conduits in the amount of $125,404.25

WHEREAS, the City of Fremont sought and received proposals for the installation of electrical conduits; and,

WHEREAS, The Utility & Infrastructure Board approved this recommendation with a 5-0 vote at their meeting on April 28, 2020.

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council of the City of Fremont authorize the Mayor to execute an agreement with Wiese Plumbing & Excavating Inc. for the Installation of Electrical Conduits in the amount of $125,404.25

PASSED AND APPROVED THIS 26th DAY OF MAY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Keith Kontor Water/Wastewater Superintendent

DATE: May 26, 2020

SUBJECT: Water Main encasement – Nebraska Department of Transportation (NDOT) SE Beltway Project

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Recommendation: Approval of resolution 2020-097 for Water Main Encasement – SE Beltway project

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Background: Bids were solicited for installing a 42” casing on approximately 1720’ of 30” water main in areas affected by the SE Beltway project. This is for protection of the water main within the scope of the project. Bid documents were requested by three contractors, with two submitting bids. Thompson Construction was the lowest responsible bid. Staff recommends awarding the project to Thompson Construction.

Passed by Utility and Infrastructure Board by a vote of 5-0 on April 28, 2020.

Contractor will not be given a Notice to Proceed, until a Notice to Proceed is received from the NDOT.

Thompson Construction	$896,800.00
Sawyer Construction	$2,034,000.00

Fiscal Impact: None, the City will be reimbursed by the NDOT

Section 00520

Procurement Agreement

Pages 7 of 7

Procurement Agreement

This Agreement is by and between City of Fremont, Nebraska, Department of Utilities (hereafter called Buyer) and _____ (hereafter called Seller).

Buyer and Seller, in consideration of the mutual covenants set forth herein, agree as follows:

1.0 Goods and Special Services

1.1 Seller shall Furnish Goods and Special Services specified or indicated in the Contract Documents. The Goods and Special Services are generally described as follows:

Install approximately 290' of 42" Bolt on Flanged Encasement Pipe near Hills Farm Road and Old Hwy 275.

Install approximately 1,430' of 42" Bolt on Flanged Encasement Pipe along the east side of Hwy 275 near Old Hwy 8.

2.0 The Project

2.1 The Project for which the Goods and Special Services under the Contract Documents may be the whole or only part is generally described as follows:

City of Fremont, Nebraska, Department of Utilities
Installation of Water Main Encasement

3.0 Point of Destination

3.1 The place where the Goods are to be delivered is defined in the General Conditions as the Point of Destination and is designated as:

NDOT SE Beltway Project, City of Fremont, Nebraska.

4.0 Contract Times

4.1 All time limits for Milestones, if any, the delivery of Goods and furnishing of Special Services as stated in the Contract Documents are of the essence of the Contract.

4.2 Date of Submittal of Shop Drawings

4.2.1 All Shop Drawings and Samples required by the Contract Documents will be submitted to Buyer for review and approval on or before the date indicated in the proposal.

5.0 Contract Price

5.1 Buyer shall pay Seller for the Furnishing of Goods and Special Services in accordance with the Contract Documents an amount in current funds equal to the sum of the amount determined pursuant to paragraph 5.1.1 below:

5.1.1 For the furnishing of all Goods and Special Services other than Unit Price Work, a Lump Sum of (Installation of Water Main Encasement):

_____Dollars $_____
(Use Words) (Use Figures)

6.0 Payment Procedures

6.1 Seller shall submit Applications for payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Buyer as provided in the General Conditions.

6.2 Progress Payments

Buyer shall make progress payments on account of the Base Bid on the basis of Seller's Applications for Payment as follows:

6.2.1 Upon receipt of the first Application for Payment submitted in accordance with Paragraph 14.02.A.1 of the General Conditions in accordance with Paragraph 14.02.B.1 of the General Conditions, an amount equal to 5 percent of the Base Bid, less such amounts as may be determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.2.2 Upon receipt of the second such Application for Payment in accordance with Paragraph 14.02.A.2 of the General Conditions, an amount sufficient to increase total payments to Seller to 10 percent of the Base Bid, less such amounts as may be determined in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.2.3 Upon receipt of the third Application for Payment submitted in accordance with Paragraph 14.02.A.1 of the General Conditions in accordance with Paragraph 14.02.B.1 of the General Conditions, an amount equal to 85 percent of the Base Bid, less such amounts as may be determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.1 Final Payment

6.1.1 Upon receipt of the final Application for Payment in accordance with Paragraph 14.07 of the General Conditions, Buyer shall pay the remainder (5 percent) of the Contract Price as provided in said paragraph 5.1.1.

7.0 Seller's Representations

7.1 In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:

7.1.1 Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

7.1.2 Seller if specified or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the general, local and Point of Destination conditions that may affect cost, progress, or performance of the furnishing of Goods and Special Services.

7.1.3 Seller is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and the furnishing of Goods and Special Services.

7.1.4 Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any to the Point of Destination, with the Contract Documents.

7.1.5 Seller has given Buyer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by Buyer is acceptable to Seller.

7.1.6 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing of the Goods and Special Services.

8.0 Contract Documents

8.1 Contents

8.1.1 The Contract Documents consist of the following:

8.1.1.1 This Procurement Agreement (pages 1 to 7, inclusive);

8.1.1.2 Performance Bond (pages 1 to 2, inclusive);

8.1.1.3 General Conditions (pages 1 to 41, inclusive);

8.1.1.4 Supplementary Conditions (pages 1 to 3, inclusive);

8.1.1.5 Project Drawings and Construction Specifications as listed in the table of contents of the Contract Documents;

8.1.1.6 Addenda (numbers to inclusive);

8.1.1.7 Exhibits to this Agreement (enumerated as follows);

8.1.1.7.1 Seller's Bid (pages 1 to 1, inclusive);

8.1.1.7.2 Documentation Submitted to Seller prior to Notice of Award;

8.1.1.8 The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto;

8.1.1.10.1 Written Amendments;

8.1.1.10.2 Notice to Proceed;

8.1.1.10.3 Written Interpretation(s);

8.1.1.10.4 Change Order(s).

8.1.2 The documents listed in paragraph 8.1.1 are attached to this agreement (except as expressly noted otherwise above).

8.1.3 There are no Contract Documents other than those listed above in the Paragraph 8.0.

8.1.4 The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

8.2 Terms

8.2.1 Terms used in the Agreement will have the meanings indicated in the General Conditions and Supplementary Conditions.

8.3 Successors and Assigns

8.3.1 Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 Severability

8.4.1 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken. All remaining provisions shall continue to be valid and binding upon Buyer and Seller, who agree that the Contract Documents shall be reformed to replace such stricken provision of part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.0 Additional Agreement Stipulations

9.2 Termination for Convenience

9.2.1 City, for its convenience, may at any time terminate this order in whole or in part upon 3 days written notice to Contractor. Upon the receipt of such notice, Contractor immediately will stop, and will cause its suppliers and its subcontractors immediately to stop, all work hereunder. Contractor will be paid a reasonable termination charge (including a reasonable overhead and profit for such work): the percent of the order price reflecting the amount of the work performed before the termination notice, plus actual direct costs resulting from the termination. Contractor will not be paid for any work done after termination nor for any reasonably avoidable costs thereafter incurred by Contractor or Contractor's subcontractors.

9.3 Termination for Cause

9.3.1 City may terminate this Agreement, immediately upon written notice to the Contractor, if the Contractor materially breaches this Agreement and such breach (a) is incapable of cure or (b) being capable of cure, remains uncured thirty (30) days after the Contractor receives written notice from City thereof.

9.4 Nondiscrimination Clause

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

9.4.1 Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to the nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

9.4.2 Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21 .5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

9.4.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.

9.4.4 Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records , accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

9.4.5 Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) cancellation, termination or suspension of the contract, in whole or in part.

9.4.6 Incorporation of Provisions: The contractor will include the provisions of paragraph 9.4.1 through 9.4.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such. provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

9.5 Construction Labor Standards, Federal Labor Standards Provisions & Davis Bacon Wages General Decision

9.5.1 The following Federal documentation, requirements and provisions shall be stipulations to this agreement, referenced in Exhibit form. All requirements dictated within the Exhibits shall supersede any other references or requirements within the Contract Documents.

(a) Exhibit 1: Construction Labor Standards
(b) Exhibit 2: Federal Labor Standards Provisions (form HUD-4010)
(c) Exhibit 3: General Decision Number: NE20200033 01/03/2020

9.5.2 E-VERIFY. Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of its employees, agents, and/or contractors who are physically performing services under this Agreement within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee, agent, and/or contractor.

In Witness Whereof, Buyer and Seller have signed this Agreement in triplicate. Two counterparts have been delivered to Buyer and one to Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on _____, 20__, which is the Effective Date of this Agreement.

BUYER: City of Fremont

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving Notices:

_____

_____

Designated Representative:

Name: _____

Title: _____

Address: _____

_____

_____

Phone: _____

SELLER:

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving Notices:

_____

_____

Designated Representative:

Name: _____

Title: _____

Address: _____

_____

_____

Phone: _____

RESOLUTION NO. 2020-097

A Resolution of the City Council of the City of Fremont, Nebraska authorizing the Mayor to execute an agreement in the amount of $896,800.00 with Thompson Construction for the Water main Encasement – SE Beltway project.

WHEREAS, the City of Fremont sought bids for a contractor to install water main casing to protect current water mains that will be under the SE Beltway; and

WHEREAS, the Utility and Infrastructure Board reviewed the bids and recommends approval of the agreement by a vote of 5-0 on April 28, 2020.

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 in the amount of $896,800.00 with Thompson Construction, contingent upon the Nebraska Department of Transportation issuing the City a Notice to Proceed.

PASSED AND APPROVED THIS 26th DAY OF MAY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

Staff Report

TO: Mayor and City Council

FROM: Jennifer McDuffee, Director of Human Resources

DATE: May 26, 2020

SUBJECT: Salary Ordinance for Government Officers and Employees (proposed addition of Library Technology Specialist classification)

Recommendation: Hold first reading of Ordinance 5533 and request Council suspend the rules and move to final reading.

Background:

The salary ordinance needs to be adjusted to add a classification for Library Technology Specialist. This position will replace the IT Specialist-Library classification.

The pay grade was established using a salary comparison study performed by Capital City Concepts (CCC).

The pay grade recommendation has been adjusted to 19.5, based on a change in the wage information from another municipality.

We are requesting that this be placed on final reading so that we may proceed with recruiting for this position as soon as possible.

Fiscal Impact: Will vary based on starting wage of candidate hired. This expense is within the approved budget.

PAUL W. ESSMAN

CAPITAL CITY CONCEPTS, LLC | the COMPARABILITY DATA COMPANY

Director of Human Resources
Jennifer McDuffie
City of Fremont
400 East Military Ave
Fremont, NE 68025-5141

Dear Jennifer,

LIBRARY TECHNOLOGY SPECIALIST

We were asked to review our comparison with the one provided by the City of Fremont Library Director. Our initial review found we had three different match's among the array that resulted in in a 4% difference in pay line at both minimum and maximum. I have great respect for librarians as researchers of fact and reviewed the entire array of match's again.

The reasons for different match's are myriad and dependent on your source of information. Often when dealing with Union exhibits in the Commission of Industrial Relations the difference in whether the jobs match or not, can come down to the weather of the array member.

In Nebraska comparability, we are obligated by statute to compare individual positions, performing same or similar work, using same or similar skills, under same or similar working conditions to a 70% degree of certainty. That statutory change to job match came with LB 397 and this language:

```
a) Job matches shall be sufficient for comparison if
evidence supports at least a seventy percent match based on a composite
of the duties and time spent performing those duties
```

Prior to LB 397 and this language an 85% match was required, the new language as interpreted by the CIR made educational differences less important than composite duties and responsibilities. The difference between workers in a series such as Librarian I, II, and SR. Librarian can be minimal and all match to a 70% degree of certainty to the stand-alone Librarian position of another array member.

WWW.PAULESSMANRESEARCH.COM
EMAIL: NPC@PAULESSMANRESEARCH.COM

SUITE ONE 528 [illegible] (402) 475-4994 • FAX (402) [illegible]

COLUMBUS LIBRARIAN THE MATCH IS CORRECT. However, both the Fremont Library Director and I found there had been a classification change and that new pay line has been adjusted on the exhibit.

GRAND ISLAND LIBRARIAN I THE MATCH IS CORRECT. No change.

HASTINGS LIBRARIAN I THE MATCH IS CORRECT. After review of both job descriptions the proper match is Librarian I. Change required.

KEARNEY LIBRARIAN TECHNICAL SERVICES IS THE CORRECT TITLE THE MATCH IS CORRECT. After review with Kearny HR there is no position called Technology Librarian or the pay line that is listed in the Directors exhibit. The Classification of Librarian/ Technical Services has 4 positions Youth, Reference, Technology Learning Center, and Circulation. Please see attached flow chart. No change

LaVista LIBRARIAN II THE MATCH IS CORRECT. No change.

PAPILLION LIBRARIAN I – Tech Services THE MATCH IS CORRECT. No change.

NORFOLK LIBRARY Technology Spec. THE MATCH IS CORRECT. No change.

NORTH PLATTE TECHNOLOGY ASSISTANT IS CORRECT. No change. I guess this is the only position of real dispute. When I wrote the North Platte descriptions, we audited these positions and the information Systems Manger is the same person I interviewed. At the time of the interview this person was the IT Director for the entire city. This position has not changed and is still the second in command at the Library. The position of Technology Assistant has grown a little with the advent of 3D printer technology. Also, there are now 1 fulltime and 3 part time employees in the position, the fastest growing position in their Library. I reviewed this information with Cecelia Lawrence, Library Director, North Platte Public Library 5-6-2020. I have attached the current job descriptions for your review. No change.

The wage line is now 1.4% greater than the Directors minimum and 2.6% greater at maximum. The difference is due mostly to the change in City of Columbus pay line and not job match differences. Technology positions similar to City of Fremont's Technology Specialist are due for significant wage growth in all sectors of the economy.

Findings of the specification and wage study are as follows:

The Library Technology Specialist was compared to similar positions located in Libraries both in Nebraska. Using a Nebraska public employer comparability array, a minimum of $21.26 and maximum of $28.92 could be established. My determination is the City of Fremont should establish a pay line with respect to their current Library staff pay plan and close to the ones illustrated in the exhibits.

Paul W. Essman

City of FREMONT

EXHIBIT Final

Input Point		Hourly Wage	
		Minimum	**Maximum**
COLUMBUS NE	LIBRARIAN	**$22.03**	**$29.75**
GRAND ISLAND NE	LIBRARIAN I	**$24.76**	**$33.16**
HASTINGS NE	LIBRARIAN I	**$21.39**	**$29.45**
KEARNEY NE	LIBRARIAN tech services	**$20.92**	**$29.41**
LaVISTA NE	LIBRARIAN II	**$22.21**	**$28.60**
PAPILLION NE	LIBRARIAN I-tech services	**$19.53**	**$25.67**
NORFOLK NE	LIBRARY TECH SPECIALIST	**$21.65**	**$30.10**
NORTH PLATTE NE	TECHNOLOGY ASSISTANT	**$15.47**	**$21.20**
Mean		$21.00	$28.42
Median		$21.52	$29.43
Midpoint		**$21.26**	**$28.92**

	City of Fremont		
	EXHIBIT 1		
Input Point		Hourly Wage	
		Min	Max
COLUMBUS	LIBRARIAN I	17.15	23.18
GRAND ISLAND	LIBRARIAN I	24.76	33.16
HASTINGS	Library PR Coordinator	18.24	25.69
KEARNEY	Librarian/Technology PC	20.92	29.41
LaVISTA	LIBRARIAN II	22.21	28.6
PAPILLION	LIBRARIAN I-tech services	19.53	25.67
NORFOLK	LIBRARY TECHNOLOGY SPEC	21.65	30.1
NORTH PLATTE	technology assistant	15.47	21.2
	MEAN	19.99	27.13
	MEDIAN	20.23	27.15
	MIDPOINT	20.11	27.14
	Library Director Comparison		
	EXHIBIT 2		
Input Point		Hourly Wage	
		Min	Max
COLUMBUS	LIBRARIAN I	17.15	23.18
GRAND ISLAND	LIBRARIAN I	24.76	33.16
HASTINGS	LIBRARIAN I	21.39	29.45
KEARNEY	TECHNOLOGY LIBRARIAN	19.3	27.16
LaVISTA	LIBRARIAN II	22.21	28.6
PAPILLION	LIBRARIAN I	19.53	25.67
NORFOLK	LIBRARY TECHNOLOGY SPEC	21.65	30.1
NORTH PLATTE	IS MANAGER	24.85	36.36
	MEAN	21.36	29.21
	MEDIAN	21.39	28.6
	MIDPOINT	20.96	28.17

ORDINANCE NO. 5533

An Ordinance of the City of Fremont, Nebraska pertaining to pay plan for officers and employees, repealing Ordinance No. 5500 and all other ordinances and parts of ordinances in conflict herewith; providing for publication in pamphlet form and providing for an effective date.

Be it ordained by the Mayor and City Council of Fremont, Nebraska:

SECTION I. That the following schedule of Pay Grades be used for pay purposes in place of those originally stated in all other ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION II. That the Class Title and Pay Grade of each non union position for the City shall be as follows:

	Job Title	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Subsection A. Non Union Exempt	**City Administrator**	**45.5**	75.7079	79.4934	83.4681	87.6415	92.0235	96.6247	101.4559	106.5287
	Assistant City Administrator-City	**37.5**	51.2404	53.7969	56.4908	59.3147	62.2827	65.4028	68.6743	72.1120
	Director of Public Works	**34.0**	43.1734	45.3327	47.6006	49.9837	52.4827	55.1041	57.8557	60.7516
	City Engineer	**33.5**	42.1552	44.2640	46.4739	48.7993	51.2404	53.7969	56.4908	59.3147
	Police Chief	**33.0**	41.1224	43.1734	45.3327	47.6006	49.9837	52.4827	55.1041	57.8557
	Fire Chief	**31.0**	37.2946	39.1650	41.1224	43.1734	45.3327	47.6006	49.9837	52.4827
	Director of Planning	**30.5**	36.4135	38.2335	40.1473	42.1552	44.2640	46.4739	48.7993	51.2404
	Director of Parks and Recreation	**30.0**	35.5180	37.2946	39.1650	41.1224	43.1734	45.3327	47.6006	49.9837
	Library Director	**27.5**	31.4592	33.0264	34.6802	36.4135	38.2335	40.1473	42.1552	44.2640
	Assistant Fire Chief	**26.5**	29.9641	31.4592	33.0264	34.6802	36.4135	38.2335	40.1473	42.1552
	Chief Building Inspector	**26.5**	29.9641	31.4592	33.0264	34.6802	36.4135	38.2335	40.1473	42.1552
	Civil Engineer	**26.0**	29.2277	30.6863	32.2175	33.8279	35.5180	37.2946	39.1650	41.1224
	City Clerk	**25.5**	28.5342	29.9641	31.4592	33.0264	34.6802	36.4135	38.2335	40.1473
	Superintendent of Public Services	**25.5**	28.5342	29.9641	31.4592	33.0264	34.6802	36.4135	38.2335	40.1473
	Recreation Superintendent	**23.5**	25.8765	27.1763	28.5342	29.9641	31.4592	33.0264	34.6802	36.4135
	Director of Communications	**21.0**	22.8939	24.0424	25.2482	26.5121	27.8336	29.2277	30.6863	32.2175

	Job Title	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Subsection B. Non Union Hourly	**Police Lieutenant**	**27.0**	30.6863	32.2175	33.8279	35.5180	37.2946	39.1650	41.1224	43.1734
	Executive Asst- Comm & Grants	**23.5**	25.8765	27.1763	28.5342	29.9641	31.4592	33.0264	34.6802	36.4135
	Park Maintenance Supervisor	**23.0**	25.2482	26.5121	27.8336	29.2277	30.6863	32.2175	33.8279	35.5180
	Building Inspector II	**21.5**	23.4716	24.6415	25.8765	27.1763	28.5342	29.9641	31.4592	33.0264
	Fire Captain/EMT-P	**21.5**	23.4716	24.6415	25.8765	27.1763	28.5342	29.9641	31.4592	33.0264
	Job Title	**Pay Grade**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
	IT Specialist-Library	**21.5**	23.4716	24.6415	25.8765	27.1763	28.5342	29.9641	31.4592	33.0264

Automotive Maintenance Supv	**21.0**	22.8939	24.0424	25.2482	26.5121	27.8336	29.2277	30.6863	32.2175
Street Construction Supervisor	**21.0**	22.8939	24.0424	25.2482	26.5121	27.8336	29.2277	30.6863	32.2175
City Attorney Investigator	**20.0**	21.8034	22.8939	24.0424	25.2482	26.5121	27.8336	29.2277	30.6863
Building Inspector I	**19.5**	21.2905	22.3523	23.4716	24.6415	25.8765	27.1763	28.5342	29.9641
Library Technology Specialist	**19.5**	21.2905	22.3523	23.4716	24.6415	25.8765	27.1763	28.5342	29.9641
Legal Secretary	**18.0**	19.7740	20.7633	21.8034	22.8939	24.0424	25.2482	26.5121	27.8336
Human Resources Technician I	**17.0**	18.8277	19.7740	20.7633	21.8034	22.8939	24.0424	25.2482	26.5121
Cemetery Sexton	**16.5**	18.3875	19.3117	20.2795	21.2905	22.3523	23.4716	24.6415	25.8765
Events Maintenance Supervisor	**16.5**	18.3875	19.3117	20.2795	21.2905	22.3523	23.4716	24.6415	25.8765
Evidence/Equipment Tech	**16.5**	18.3875	19.3117	20.2795	21.2905	22.3523	23.4716	24.6415	25.8765
Senior Center Director	**16.0**	17.9250	18.8277	19.7740	20.7633	21.8034	22.8939	24.0424	25.2482
Deputy City Clerk	**15.5**	17.5133	18.3875	19.3117	20.2795	21.2905	22.3523	23.4716	24.6415
Senior Office Associate	**15.0**	17.0730	17.9250	18.8277	19.7740	20.7633	21.8034	22.8939	24.0424
Dispatcher I- Part-time	**HD1**	16.1933	17.0780	17.9624	18.8471	19.7318	20.6163	21.5009	22.3857
Transfer Station Cashier-Part-time	**11.0**	14.0540	14.7475	15.4842	16.2641	17.0730	17.9250	18.8277	19.7740
Custodian- Part time	**HT1**	10.0071	10.5075	11.0329	11.5846	12.1637	12.7719	13.4104	14.0809
Library Aide- Part time	**HT1**	10.0071	10.5075	11.0329	11.5846	12.1637	12.7719	13.4104	14.0809

Subsection C. Temporary/ Seasonal Hourly	**Admissions Attendant**	9:00-9:50
	Admissions Supervisor	9:00-10:00
	Aquatic Supervisor	10.00-12.00
	Concessions Attendant	9.00-9.50
	Concessions Supervisor	9.00-10.00
	Custodian Helper	9.00-10.55
	After Hour Custodian Helper	10.00-11.00
	Head Guard	9.00-12.00
	Head Water Safety Instructor	9.00-9.50
	Library Aide	9.00-10.25
	Lifeguard (w/CPO)	9.00-12.00
	Lifeguard I	9.00-11.00
	Lifeguard II	9.00-11.00
	Office Trainee	9.00-10.80
	Park Ranger	10.00-12.00
	Rec: Arts & Crafts Instructor	9.00-9.50
	Rec: Baseball/ Softball Instruct	9.00-9.50
	Recreation: Chief Instructor	9.00-10.00
	Recreation Leader	9.00-11.25

	Rec: Playground Asst Director	9.00-9.50
	Recreation: Playground Director	9.00-10.00
	Recreation: Playground Leader	9.00-9.50
	Rec:Umpire/Scorekeeper Supv	9.00-9.50
	Relief Dispatcher	10.50-12
	Reserve Police Officer	15.00-20.00
	Reserve Firefighter	9.00
	Senior Center Assistant Manager	9.00-11.25
	Splash Station: Head Maint	10.00-12.00
	Splash Station: Maintenance Asst	9.00-12.00
	City Utility Worker	9.00-12.70
Subsection D. Temporary and Part-Time Hourly	City Council Member	$500/mo
	City Physician	$50/mo
	City Prosecutor	$377.75/mo
	Mayor	$1000/mo
	Civil Defense Director	$333/mo

SECTION III. That the Class Title and Pay Grade of each union position for the City shall be as follows:

Subsection E. AFSCME Hourly

Job Title	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Engineering Associate II	23.0	25.2482	26.5121	27.8336	29.2277	30.6863	32.2175	33.8279	35.5180
Librarian II	22.5	24.6415	25.8765	27.1763	28.5342	29.9641	31.4592	33.0264	34.6802
Engineering Associate	22.0	24.0424	25.2482	26.5121	27.8336	29.2277	30.6863	32.2175	33.8279
Librarian I	19.0	20.7633	21.8034	22.8939	24.0424	25.2482	26.5121	27.8336	29.2277
Heavy Equipment Mechanic	18.5	20.2795	21.2905	22.3523	23.4716	24.6415	25.8765	27.1763	28.5342
Equipment Mechanic I	17.5	19.3117	20.2795	21.2905	22.3523	23.4716	24.6415	25.8765	27.1763
Maintenance Worker III	17.0	18.8277	19.7740	20.7633	21.8034	22.8939	24.0424	25.2482	26.5121
Equipment Operator	16.5	18.3875	19.3117	20.2795	21.2905	22.3523	23.4716	24.6415	25.8765
Maintenance Worker II	15.5	17.5133	18.3875	19.3117	20.2795	21.2905	22.3523	23.4716	24.6415
Senior Office Associate	15.0	17.0730	17.9250	18.8277	19.7740	20.7633	21.8034	22.8939	24.0424
Office Associate	13.5	15.8814	16.6756	17.5133	18.3875	19.3117	20.2795	21.2905	22.3523
Library Assistant III	13.0	15.4842	16.2641	17.0730	17.9250	18.8277	19.7740	20.7633	21.8034
Job Title	**Pay Grade**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Code Enforcement Assistant	11.5	14.4008	15.1230	15.8814	16.6756	17.5133	18.3875	19.3117	20.2795
Library Assistant II	11.5	14.4008	15.1230	15.8814	16.6756	17.5133	18.3875	19.3117	20.2795
Custodian	11.0	14.0540	14.7475	15.4842	16.2641	17.0730	17.9250	18.8277	19.7740
Transfer Station Cashier	11.0	14.0540	14.7475	15.4842	16.2641	17.0730	17.9250	18.8277	19.7740

	Library Assistant I	**8.0**	12.1332	12.7396	13.3824	14.0540	14.7475	15.4842	16.2641	17.0730

	Job Title	**Pay Grade**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Subsection F. FOP Union	**Police Sergeant**	**PS1**	27.6184	28.8201	30.0218	31.2234	32.4251	33.6267	34.8286	36.0303
	Police Detective	**PT1**	22.9093	24.1767	25.4438	26.7115	27.9788	29.2462	30.5138	31.7810
	Police Officer	**PO1**	22.1614	23.3800	24.5984	25.8168	27.0351	28.2537	29.4721	30.6904
	Dispatcher I	**PD1**	16.3915	17.2870	18.1822	19.0776	19.9731	20.8685	21.7640	22.6595
	Dispatcher I- Lead	**PD2**	17.2396	18.0999	19.0114	19.9669	20.9659	22.0161	23.1172	24.2770

	Job Title	**Pay Grade**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
Subsection G. IAFF Union	**Fire Lieutenant/EMT-P or I ***	**FP6**	19.9025	20.8050	21.7529	22.7462	23.7849	24.8804	26.0270	27.2305
	Firefighter/EMT-P or I *	**FP5**	17.2058	17.9724	18.7783	19.6234	20.5133	21.4480	22.4273	23.4515
	Firefighter/EMT	**F05**	15.0331	15.7851	16.5758	17.4050	18.2779	19.1948	20.1555	21.1604

SECTION IV. All ordinances and parts of ordinances in conflict herewith are repealed.

SECTION V. The above salary adjustments are effective June 11, 2020. Employees whose current pay is above their current pay grade shall have their salaries frozen.

SECTION VI. That this ordinance be effective from and after its passage and publication according to law.

SECTION VII. This ordinance shall be published in pamphlet form by the City Clerk.

PASSED AND APPROVED THIS _____ DAY OF _____ , 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and Fremont City Council

FROM: Brian Newton, City Administrator

DATE: May 12, 2020

SUBJECT: NDOT SE Beltway

Recommendation: Approve resolution 2020-098 contributing an additional $5,000,000 to Nebraska Department of Transportation (NDOT) for the SE Beltway

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Background:

Since 2016, the City has worked with NDOT to build the SE Beltway south of Fremont. In 2018, the City agreed to contribute $20 million towards the project so the Beltway could be completed by 2023.

Recently NDOT solicited bids for construction and received four bids. The lowest bid was received from Graham Construction for $61,911,453.77, which is approximately $20 million higher than what NDOT estimated. In addition, NDOT's costs for right-of-way procurement, utilities, and engineering was higher than expected as well. NDOT estimates that the total project cost will be $72.3 million if the Graham bid is accepted.

NDOT approached the City about making an additional $10 million contribution towards the additional costs for the project, which NDOT said was necessary before they would accept the bid from Graham and move forward with the project. Not wanting NDOT to reject the bid and scrap the project, the City reached out to Dodge County, Costco, Wholestone Farms, and Fremont Beef to form a public/private partnership to fund the additional costs of the beltway.

The Dodge County Board of Supervisors voted to contribute $1 million towards the additional costs of the beltway at the Supervisor's meeting on May 6. Costco, Wholestone Farms, and Fremont Beef will be asking their respective boards for funds to contribute toward the beltway in the near future.

Under the public/private partnership, the City would contribute $5 million towards the additional costs for the beltway, and the collectively remaining partners would contribute the remaining $5 million. NDOT has agreed to spread payments over three years.

Fiscal Impact:

$5,000,000 from City reserves.

CAPITAL PLAN
CITY OF FREMONT, NEBRASKA
FY 2020-2024

(2) PROJECT PRIORITY
A - Urgent
B - Necessary
C - Desirable

FUNDING SOURCE CODES:
CD Comm Dev Funds
GDS Go Bonds sold
SBB Street Buyback
TI Trade In
BBB Bridge Buyback
FR Fund Revenues
RB Revenue Bonds
RS Revenue Sharing
SC Service Charges
SR Special Reserves
NBR State Revenues
ST55 Sales Tax Public Safety
GT Gas Tax Revenues
AS Assessments
FA Federal & State Grants
OF Other Funds
3AA Federal Highway Funds
ST58 Sales Tax-Street
K Keno Funds
PST Public Safety Tax Anticipation Bonds
HAB Highway Allocation Bonds
W911 Wireless E911 Funds
CP Council Priorities
RES Reserves
COM Committed Capital Funds
SWMF Storm water mngmt plan

(0) PROJ. NO.	Dept.	(1) PROJECT TITLE & DESCRIPTION	(2) PROJECT PRIORITY	(3) TOTAL EST.PROJ. COST	(4) OUTSIDE FUNDS & SOURCES	(5) LOCAL FUNDS & SOURCES	(6) SPENT PRIOR TO 2018-2019	FY 19 2018-2019		10/1/19-9/30/20 FY 20 2019-2020		10/1/20-9/30/21 FY 21 2020-2021		10/1/21-9/30/22 FY 22 2021-2022		10/1/22-9/30/23 FY 23 2022-2023		10/1/23-9/30/24 FY 24 2023-2024	
General Fund:																			
City Council				0		0													
	CC			0		0													
						0													
City Administrator						0													
	Admin					0													
				0		0													
City Clerk				0		0													
	Clerk			0		0													
						0													
Inspections						0													
	Ins			0	0	0													
						0													
HR						0													
	HR					0													
						0													
IT		IT moved to DU budget				0													
	IT			0		0													
	IT			0		0													
						0													
Sanitation				0		0													
	WT	Construction Trailer	A	25,000		25,000				RES	25,000								
	WT	Replace scale	A	75,000		75,000						RES	75,000						
						0													
						0													
Fire						0													
	Fire	800MHz Radio System (Cost Share w/ Police)		0		0		ST55	0	ST55	0	ST55	0	ST55	0	ST55	0		
EMS	EMS	Heart Monitor/Defib Replacement	A	70,000		70,000		ST55	35,000	ST55	35,000					ST55	35,000		
	Fire	Traffic Control Equipment	B	49,000		49,000		ST55	9,000	ST55	9,000	ST55	10,000	ST55	10,000	ST55	10,000	ST55	10,000
	Fire	Capital Under $5K	A	113,000		113,000		ST55	21,000	ST55	22,000	ST55	22,000	ST55	23,000	ST55	23,000	ST55	23,000
	Fire	800 mhz portable radios	B	42,000		42,000				ST55	42,000								
EMS	EMS	Power Load & Cot Unit 111	B	50,000		50,000				ST55	50,000								
	Fire	Fire Station Alerting System	B	268,000		268,000				ST55	268,000								
	Fire	Self-Contained Breating Apparatus (SCBA) X 3	A	18,000		18,000				ST55	18,000								
	Fire	Consultant Long Range Master/Strategic Plan	B	0		0						ST55							
	Fire	Fire Engine Replacement	A	550,000		550,000						ST55	550,000						
	Fire	Fire Station Emergency Generator	B	75,000		75,000								ST55	75,000				
	Fire	Unit 162 Replacement	B	60,000		60,000								ST55	60,000				
	Fire	Battery Operated Extrication Equipment	B	25,000		25,000										ST55	25,000		
EMS	EMS	Auto Pulse	B	15,000		15,000										ST55	15,000		
	Fire	Heavy Rescue Replacement	B	450,000		450,000										ST55	450,000		
	Fire	Quick Response Vehicle (Pickup)	B	60,000		60,000												ST55	60,000
EMS	EMS	Ambulance Replacement	B	335,000		335,000												ST55	335,000
						0													
Police						0													
	Pol	Generator (Cost Share w/ E911)	B	0		0						COM	0						
	Pol	Elevator Renovation		0		0													
	Pol	Window Sill Replacement		0		0													
	Pol	Restroom Construction		0		0		COM	500,000										
	Pol	Line-Up Area & Old Comm. Ctr Remodel		0		0													

CAPITAL PLAN
CITY OF FREMONT, NEBRASKA
FY 2020-2024

(2) PROJECT PRIORITY
A - Urgent
B - Necessary
C - Desirable

FUNDING SOURCE CODES:
CD Comm Dev Funds
GDS Go Bonds sold
SBB Street Buyback
TI Trade In
BBB Bridge Buyback
FR Fund Revenues
RB Revenue Bonds
RS Revenue Sharing
SC Service Charges
SR Special Reserves
NBR State Revenues
ST55 Sales Tax Public Safety
GT Gas Tax Revenues
AS Assessments
FA Federal & State Grants
OF Other Funds
3AA Federal Highway Funds
ST58 Sales Tax-Street
K Keno Funds
PST Public Safety Tax Anticipation Bonds
HAB Highway Allocation Bonds
W911 Wireless E911 Funds
CP Council Priorities
RES Reserves
COM Committed Capital Funds
SWMF Storm water mngmt plan

(0) PROJ. NO.	Dept.	(1) PROJECT TITLE & DESCRIPTION	(2) PROJECT PRIORITY	(3) TOTAL EST.PROJ. COST	(4) OUTSIDE FUNDS & SOURCES		(5) LOCAL FUNDS & SOURCES	(6) SPENT PRIOR TO 2018-2019	FY 19 2018-2019		10/1/19-9/30/20 FY 20 2019-2020		10/1/20-9/30/21 FY 21 2020-2021		10/1/21-9/30/22 FY 22 2021-2022		10/1/22-9/30/23 FY 23 2022-2023		10/1/23-9/30/24 FY 24 2023-2024	
	Pol	HVAC Replaced		0			0													
	Pol	Roof Replacement & Design	A	25,000			25,000				COM	25,000								
	Pol	2nd Floor Renovation & Design		0			0													
	Pol	Shower Installation Design		0			0													
	Pol	Flooring Replacement		0			0													
	Pol	Joint Law Enforcement Center	A								PST	1,200,000	PST	5,000,000	PST	5,000,000	PST	0		
	Pol	Addition & Complete Renovation of Bldg		8,300,000	RB	8,300,000	0				x									
	Pol	800MHz Radio System (Cost Share w/ Fire)	A	0			0		ST55	0	ST55	0	ST55	0	ST55	0	ST55	0	ST55	
	Pol	10 Used Det. Vehicles	A	92,830			92,830		ST55	16,000	ST55	16,800	ST55	17,640	ST55	18,522	ST55	19,448	ST55	20,420
	Pol	Officer Body Camera system	A	75,000			75,000		ST55	12,000	ST55	15,000	ST55	15,000	ST55	15,000	ST55	15,000	ST55	15,000
	Pol	~~22~~ 15 Cruiser Replacements	A	600,360			600,360		ST55	96,627	ST55	108,651	ST55	114,084	ST55	119,787	ST55	125,775	ST55	132,063
	Pol	~~22~~ 15 Cruiser Conversion Kits	A	182,759			182,759		ST55	31,500	ST55	33,075	ST55	34,729	ST55	36,465	ST55	38,288	ST55	40,202
	Pol	Capital Under $5K	B	125,000			125,000		ST55	25,000	ST55	25,000	ST55	25,000	ST55	25,000	ST55	25,000	ST55	25,000
	Pol	6 ERU Vests	B	18,000			18,000		ST55	6,000	ST55	6,000			ST55	6,000			ST55	6,000
	Pol	2 Handguns	B	2,000			2,000		ST55	1,350			ST55	1,000			ST55	1,000		
	Pol	10 Shotguns	B	5,222			5,222		ST55	900	ST55	945	ST55	992	ST55	1,042	ST55	1,094	ST55	1,149
	Pol	Records Management System		0			0		ST55	150,000										
	Pol	10 Radio Replacements	B/A	100,000			100,000				ST55	20,000	ST55	20,000	ST55	20,000	ST55	20,000	ST55	20,000
	Pol	Furniture-Sgts/Lts./Evid. Tech	B	30,000			30,000				ST55	30,000								
	Pol	Furniture-III Corps Office	B	20,000			20,000				ST55	20,000								
	Pol	Refurbish Inside of MRAP	B	8,000			8,000				ST55	8,000								
	Pol	Refurbish Mobile Region 5/6 Van	B	10,000			10,000				ST55	10,000								
	Pol	Range	A/B	420,000			420,000				ST55	400,000	ST55	20,000						
	Pol	Watchguard Server	A	20,000			20,000				ST55	20,000								
	Pol	Watchguard 4RE/Vista Camera	A	75,257			75,257				ST55	9,100	ST55	15,350	ST55	16,117	ST55	16,922	ST55	17,768
	Pol	Motorola Radio AVL	C	100,000			100,000				ST55	100,000								
	Pol	Motorola Upgrades	A	60,000			60,000				ST55	60,000								
	Pol	2-Police Motorcyle Equipment/thru Lease Program	C	32,000			32,000				ST55	6,400	ST55	6,400	ST55	6,400	ST55	6,400	ST55	6,400
	Pol	Cameras Inside & Outside	C	50,000			50,000				ST55	50,000								
	Pol	2-Camera Setup Motorcycles	C	62,989			62,989				ST55	11,400	ST55	11,970	ST55	12,568	ST55	13,196	ST55	13,855
	Pol	5-Computers in Patrol Vehicles	A	25,000			25,000				ST55	15,000	ST55	10,000						
							0													
Civil Defense							0													
	CV	Warning Sirens (5)	B	130,000			130,000				FR	130,000								
							0													
Engineering							0													
	Eng	Beehive Software (3 Modules)	A	25,000			25,000				FR	25,000								
	Eng	Infrared Traffic Counter	B	1,000			1,000				FR	1,000								
	Eng	AutoCad (One Seat)	C	8,000			8,000				FR	8,000								
	Eng	ESRI GIS Software (3 Seats)	B	20,000			20,000				FR	20,000								
	Eng	Replace Department Pickup		30,000			30,000												FR	30,000
	Eng	Replace Robotic Transit		25,000			25,000								FR	25,000				
	Eng	Replace Plotter/Scanner		25,000			25,000								FR	25,000				
	Eng	Replace/Upgrade GPS Unit		30,000			30,000										FR	30,000		
							0													
Planning							0													
	Plan			0			0													
							0													
							0													
Facilities							0													
	Fac	CF Friendship Center Canopy	A	40,000	FA	20,000	20,000		FA	20,000										
	Fac	CF Friendship Center Code ADA Compliance	A	180,000	FA	90,000	90,000		FA	90,000										
	Fac	Replace Chairs in CF Mtg Room	C	8,000	OF	2,000	6,000		FR	6,000										
	Fac	Update Restrooms in Sr Ctr	C	20,000	FA	10,000	10,000		FA	10,000										
	Fac	Replace Floor in Senior Center	B	80,000	FA	40,000	40,000		FA	40,000										

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	Fac	IT Updates in Sr Ctr	B	5,000		5,000		FR 5,000					
	Fac		A	3,500,000		2,000,000		COM 375,000	GDS 2,000,000				
		City Aud Remodel-Construction			FA 1,125,000	562,500			FA 562,500				
									COM 562,500				
	Fac	CF Camp Shower	C	88,000		88,000			K 88,000				
	Fac	Replace / Add Tables at Aud	A	10,000		10,000			K 10,000				
	Fac	Replace / Add Chairs at Aud	A	10,000		10,000			K 10,000				
	Fac	CF Main Arena - Energy Efficiencies Project	B/C	565,000		565,000			RES 565,000				
	Fac	Senior Center - Energy Efficiencies Project	B/C	324,000		324,000			RES 324,000				
Parks						0							
	Park	Milliken Park Restroom/Shelter	A	120,175		120,175			K 120,175				
	Park	Clemmons Park Lighting	B	23,000		23,000			K 0	K 23,000			
	Park	3/4 Ton Pick Up - Parks	A	30,000		30,000		FR 30,000					
	Park	Zero Turn Diesel Mower	A	16,000		16,000		FR 16,000					
	Park	Davenport Irrigation	C	19,250		19,250			K 0	K 0		K 19,250	
	Park	Ronin Irrigation	C	21,175		21,175			K 0		K 21,175		
	Park	Barnard Park Irrigation	C	0		0			FR 0				
	Park	Neighborhood Park Splash Pad	A	90,000		90,000			K 90,000				
	Park	Masonic Irrigation	C	23,100		23,100			K 0			K 23,100	
	Park	Pressure Washer - Forestry	C	5,000		5,000			FR 5,000				
	Park	Replace Box on 1104 - Forestry	B	7,000		7,000			FR 7,000				
	Park	3/4 Ton Pick Up - Parks	A	36,000		36,000			FR 36,000				
	Park	1-ton 4x4, dually truck & chasis	A	45,000		45,000			FR 45,000				
	Park	Replace restroom Van Anda Park	B	75,000		75,000			K 0			K 75,000	
	Park	Replace restroom Ruwe Park	B	75,000		75,000			FR 0		K 75,000		
	Park	Replace Davenport Shelter	A	50,000		50,000			K 0		K 50,000		
	Park	Replace snow machines	A	103,000		103,000			K 0	K 103,000			
	Park	Replace gator	A	8,000		8,000			FR 8,000				
	Park	Fiberglass Bucket for Track Lift-Forestry	B	7,000		7,000				FR 7,000			
	Park	Replace restroom Barnard Park	B	75,000		75,000				K 75,000			
	Park	Mobile Stage	A	50,000	25000.00	25,000				K 25,000			
	Park	Boom Overhaul 1106-Forestry	B	16,000		16,000					FR 16,000		
	Park	Neighborhood Park Splash Pad	A	90,000		90,000					K 90,000		
	Park	Replace restroom Ronin Park	B	75,000		75,000					K 0		K 75,000
						0							
Ronin						0							
	Ron	Replace Lockers	B	10,000		10,000			K 10,000				
	Ron	Udpate Bath Houses	B	50,000		50,000			K 0	K 50,000			
	Ron	Sandblast and Paint Pool Tub	A	50,000		25,000			K 25,000				
	Ron	Caulk Pool Joints	A	12,000		14,000			FR 14,000				
	Ron	Replace Diving Boards	A	35,000		35,000				K 35,000			
						0							
Splash						0							
	Spl	Replace Floatables	A	8,000		8,000		FR 8,000					
	Spl	Replace Lounge Chairs	B	15,000		15,000		FR 15,000					
	Spl	Paint Train Slide	A	30,000		30,000		FR	K 30,000				
	Spl	Refurbish / Paint Slides	A	30,000		30,000		FR	K 30,000				
	Spl	Replace Boiler	A	35,000		25,000			K 25,000				
	Spl	Paint Interior of Bathhouse	A	50,000		50,000				K 50,000			
	Spl	Sandblast / Repaint Tub	A	75,000		75,000			K 75,000				
	Spl	Caulk Joints	A	75,000		13,000			FR 13,000				
						0							
Library						0							
	Lib			11,830,000	OF 4,000,000	367,000	CC 43,133		COM 0	COM 367,000			

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		Building Expansion			OF 5,200,000	2,000,000			GDS 0	GDS 2,000,000			
						390,000			RES 0	RES 390,000			
		ITEMS IMPACTED BY RENOVATION											
	Lib	North Wall/book drop renovation	B	10,000		10,000		FR 0		FR 10,000			
	Lib	Adult/Teen Areas Furnishings	C	30,000		30,000			K 30,000				
	Lib	Circulation Desk Replacement	C	10,000		10,000			FR 10,000				
	Lib	Camera system upgrades	B	45,000		45,000			FR 15,000	FR 15,000	FR 15,000		
	Lib	Upstairs bathroom ADA compliant	A	50,000		50,000			FR 0	FR 50,000			
	Lib	Demo houses / parking lot	B	0		0			FR				
	Lib	Auditorium Repairs	A	40,000		40,000				FR 40,000			
	Lib	bathroom remodel	A	50,000		50,000				FR 50,000			
	Lib	electrical upgrade	A	100,000		100,000				FR 50,000	FR 50,000		
	Lib	Elevator Reno ADA Access	A	150,000		150,000				FR 75,000	FR 75,000		
	Lib	Window replacement - 100%	B	75,000		75,000					FR 75,000		
	Lib	Bookshelves replaced and attached to walls	A	10,000		10,000					FR 10,000		
	Lib	New staff workstations for 9 staff positions	C	60,000		60,000					FR 60,000		
	Lib	Makerspace equipment and furniture	C	15,000		15,000					K 15,000		
	Lib	Concrete replacement parking lots	B	200,000		200,000						FR 200,000	
	Lib	Soffit replacement original building	A	150,000		150,000						FR 150,000	
	Lib	ITEMS NOT IMPACTED BY RENOVATION											
	Lib	Gaming/Production computers	C	6,000		6,000			K 6,000				
	Lib	security gate replacement (west & east)	A	60,000		60,000			K 60,000				
	Lib	LED light upgrade		0		0			FR	FR			
	Lib	Phone system upgrade (IT)		0		0				FR	FR		
	Lib	Limestone repair and sealant	C	25,000		25,000					FR 25,000		
	Lib	Replace sidewalks for entire block (all 4 sides)	C	35,000		35,000					FR 35,000		
						0							
Cemetery						0							
						0							
	Cem	Replace (1) Mower	B	10,000		10,000		FR 10,000					
	Cem	Replace Shop Roof	A	30,000		30,000			FR 20,000	FR			
	Cem	Kiosk	B	65,000	25000.00	40,000				K 40,000			
	Cem	Cemetery Office	B	190,000	OF 20,000	170,000					FR 170,000		
				32,624,117			**43,133**	*1,529,377*	*7,639,546*	*9,404,165*	*6,277,076*	*1,337,473*	*830,857*
		General Revenues	**FR**	**1,735,000**		**1,735,000**		**90,000**	**357,000**	**297,000**	**581,000**	**380,000**	**30,000**
		Committed Funds	**COM**					**875,000**	**587,500**	**367,000**			
		Federal & State Grants	**FA**					**160,000**	**562,500**				
		Other Funds	**OF**										
		GO Bonds	**GDS**					**0**	**2,000,000**	**2,000,000**			
		Public Safety Tax Anticipation	**PST**						**1,200,000**	**5,000,000**	**5,000,000**	**1,000**	
		Keno Funds	**K**						**609,175**	**401,000**	**251,175**	**117,350**	**75,000**
		Trade In	**TI**										
		From Reserves	**RES**						**914,000**	**465,000**			
		Sales Tax "55"	**ST55**					**404,377**	**1,409,371**	**874,164.75**	**444,901**	**839,123**	**725,857**
				1,735,000	***0***	***1,735,000***		***1,529,377***	***7,639,546***	***9,404,165***	***6,277,076***	***1,337,473***	***830,857***

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														0		0				
Street Fund:																				
	Str	Capital Under $5K		4,900			4,900		GT	5,265					GT	4,900				
	Str	Concrete Saw	C	0	TI	0	0		GT	13,885										
	Str	Dump Truck (Single Axle, 10 Yd Box)	B	0	TI	0	0		GT	129,650										
	Str	Street Sweeper (Vacuum Type) moved to 2020	B	0	TI	0	0		GT	0										
	Str	Paint Machine (Airless with truck)	B	0	TI	0	0		GT	105,410										
	Str	Street Sweeper (Vacuum Type)	B	250,000	TI	0	250,000				GT	250,000								
	Str	Dump Truck (Single Axle, with plow)	B	136,000	TI	0	136,000				GT	136,000								
	Str	Snow Pusher for loader	C	12,000	TI	0	12,000				GT	12,000								
	Str	1 Ton Truck w/flatbed (new sign truck)	B	48,000	TI	0	48,000						GT	48,000						
	Str	1/2 Ton Pickup	C	46,000	TI	0	46,000						GT	46,000						
	Str	Dump Truck (single axle) w/plow	B	139,000	TI	0	139,000						GT	139,000						
	Str	Asphalt Recycler (hot box)	B	26,000	TI	0	26,000						GT	26,000						
	Str	Mini Hoe w/cab	C	59,000			59,000						GT	59,000						
	Str	Dump Truck (single axle) w/plow	B	142,000	TI	0	142,000								GT	142,000				
	Str	Asphalt Roller	B	20,000	TI	0	20,000								GT	20,000				
	Str	72" Mower (w/sweeper attachment)	B	33,000	TI	0	33,000								GT	33,000				
	Str	Asphalt Box (for truck mount)	B	29,000	TI	0	29,000								GT	29,000				
	Str	14 Ton Trailer	C	12,000	TI	0	12,000								GT	12,000				
	Str	Dump Truck (single axle) w/plow	C	144,000	TI	0	144,000										GT	144,000		
	Str	V-Box Sander (stainless steel)	B	19,000	TI	0	19,000										GT	19,000		
	Str	1 Ton Pickup (w/flatbed-dump box)	B	49,000	TI	0	49,000										GT	49,000		
	Str	Used truck for sander	C	35,000	TI	0	35,000										GT	35,000		
	Str	Mechanical Sweeper	B	200,000	TI	21,000	179,000												GT	179,000
	Str	Wheel Loader	B	190,000	TI	32,000	158,000												GT	158,000
	Str	Batwing Mower	C	18,000	TI	0	18,000												GT	18,000
	Str	Multi Use Building					4,000,000				OF	4,000,000								
	Str			8,000,000			4,000,000				RES	4,000,000			x					
							0													
Street Improvement							0													
P15613	St Im	Luther & Morningside Intersection		131,952			131,952		ST 58	131,952										
P14412	St Im	Main Str - 1st to 3rd Resurfacing		149,266			149,266		ST 58	149,266										
	St Im	Military Ave, Bell St to Clarmar Overlay		250,000			250,000		ST56	250,000										
BR1018	St Im	North Somers Bridge, Construction		240,000			240,000		BBB	240,000										
BR1018	St Im	North Somers Bridge, Construction Inspection		50,000			50,000		BBB	50,000										
T12612	St Im	Pedestrian Signals - Multi		210,000			210,000		GT	210,000										
	St Im	Luther Rd South of Morningside	B	1,000,000			1,000,000				ST 58	300,000	ST 58	700,000						
	St Im	Johnson Rd, Morningside-Fremont Dr Construction	A	1,830,000			1,830,000		ST 59	419,000	ST 59	1,000,000								
											ST 56	411,000								
	St Im	Johnson Rd, Morningside-Fremont Dr Construction Supervision	A	70,000			70,000		ST 59	25,000	GT	45,000								
	St Im	Bell St & Hickory Rawhide drainage	A	200,000			200,000				GT	200,000								

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	St Im	Bell Street Overlay, Linden to 23rd, Construction	A	700,000		700,000		SBB	300,000	SBB	400,000								
	St Im	Bell Street Overlay, Linden to 23rd, Construction Inspection	A	40,000		40,000		SBB	20,000	SBB	20,000								
	St Im	Bell Street Viaduct Rehab Engineering	B	75,000		75,000		ST 56	75,000										
	St Im	Bell Street Viaduct Rehab, Construction	B	500,000		500,000				ST 56	200,000								
										SBB	300,000								
	St Im	Fremont Tech Park, 32nd Street and Lincoln Rd, Engineering	B	75,000		75,000		ST 59	75,000										
	St Im	Fremont Tech Park, 32nd Street	B	750,000		750,000				ST 59	750,000								
	St Im	Stormwater Masterplan Projects	A	150,000		150,000		SWMP	75,000	SWMP	75,000								
P14812	St Im	Fremont Tech Park Construction 29th St Return	C	0		0				ST 59	0								
	St Im	Railroad Quiet Zones Engineering	B	100,000		75,000	25,000	ST 58	75,000										
	St Im	Railroad Quiet Zones Construction	B	1,600,000		1,600,000		ST58	0	ST58	100,000	ST58	900,000	ST58	600,000				
	St Im	Mayfair, 16th-19th Reconstruction	B	550,000		550,000				ST 58	0			ST58	550,000				
	St Im	Garfield Street, 16th to 19th	B	550,000		550,000				ST58	0					ST58	550,000		
P15213	St Im	W 19th St, Nye-Somers Construction	C	125,000		125,000				ST58	125,000								
	St Im	Pierce St, 11th-Linden	B	450,000		450,000				SBB	450,000								
	St Im	Intersection reimbursements to Subdivisions	A	1,000,000		1,000,000				GT	200,000	GT	200,000	GT	200,000	GT	200,000	GT	200,000
P15113	St Im	16th St - Nye to Colson Resurfacing	C	100,000		100,000						ST58	100,000						
	St Im	Military Road, Luther to Johnson	B	1,075,000		1,075,000						ST 58	75,000	ST 58	1,000,000				
	St Im	Iowa Street, Wyoming to Colorado	C	300,000		300,000						SBB	300,000						
	St Im	5th Street, H to K Street	B	300,000		300,000						GT	300,000						
P14612	St Im	20th St, Nye-H Str Construction	C	250,000		250,000						ST58	250,000						
	St Im	Broad Street 8th to 23rd, (Engineering)		75,000		75,000								ST 58	75,000				
	St Im	Broad Street 8th to 23rd, (Construction)		800,000		800,000										ST 58	800,000		
	St Im	Clarkson Street 8th to 23rd, (Engineering)		75,000		75,000								ST 58	75,000				
	St Im	Clarkson Street 8th to 23rd, (Engineering)		800,000		800,000										ST 58	800,000		
	St Im	Ridge Rd & Jones St Box Culvert		100,000		100,000								ST 56	100,000				
P15313	St Im	Reynolds Road Reconstruction Construction		350,000		350,000		ST58	0					ST58	350,000				
P15713	St Im	32nd St, Yager-Luther Engineering	B	100,000		100,000		ST58				ST58	100,000						
P15713	St Im	32nd St, Yager-Luther Construction	B	2,000,000		2,000,000		ST58	0					ST58	2,000,000				
	St Im	Signal Repair, 23rd Street	A	1,000,000		1,000,000		ST 56	200,000	ST 56	200,000	ST 56	200,000	ST 56	200,000	ST 56	200,000		
	St Im	Annual Street Reconstruction	A	1,320,000		1,320,000		SBB	220,000	SBB	220,000	SBB	220,000	SBB	220,000	SBB	220,000	SBB	220,000
D10502	St Im	Fremont Flood Mitigation Feasibility Study	A	350,000		225,000	125,000	ST56	100,000	ST 56	25,000	ST 56	25,000	ST 56	25,000	ST 56	25,000	ST 56	25,000
		Levee Maintenance	A							ST 56	100,000	ST 56	50,000	ST 56	50,000	ST 56	50,000		
		Downtown Alleys	B							ST 56	200,000	ST 56	200,000	ST 56	200,000	ST 56	200,000	ST 56	200,000
	St Im	Open Ditch Drainage Rehab Construction	B	690,000		690,000		ST56	90,000	ST56	200,000	ST56	100,000	ST56	100,000	ST56	100,000	ST56	100,000
	St Im	Cloverly & Broad Intersection Construction	A	1,020,000	FA 750,000	270,000		SBB	270,000										

CAPITAL PLAN
CITY OF FREMONT, NEBRASKA
FY 2020-2024

(2) PROJECT PRIORITY
A - Urgent
B - Necessary
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FUNDING SOURCE CODES:
CD Comm Dev Funds
GDS Go Bonds sold
SBB Street Buyback
TI Trade In
BBB Bridge Buyback
FR Fund Revenues
RB Revenue Bonds
RS Revenue Sharing
SC Service Charges
SR Special Reserves
NBR State Revenues
ST55 Sales Tax Public Safety
GT Gas Tax Revenues
AS Assessments
FA Federal & State Grants
OF Other Funds
3AA Federal Highway Funds
ST58 Sales Tax-Street
K Keno Funds
PST Public Safety Tax Anticipation Bonds
HAB Highway Allocation Bonds
W911 Wireless E911 Funds
CP Council Priorities
RES Reserves
COM Committed Capital Funds
SWMF Storm water mngmt plan

(0) PROJ. NO.	Dept.	(1) PROJECT TITLE & DESCRIPTION	(2) PROJECT PRIORITY	(3) TOTAL EST.PROJ. COST	(4) OUTSIDE FUNDS & SOURCES	(5) LOCAL FUNDS & SOURCES	(6) SPENT PRIOR TO 2018-2019	FY 19 2018-2019	10/1/19-9/30/20 FY 20 2019-2020	10/1/20-9/30/21 FY 21 2020-2021	10/1/21-9/30/22 FY 22 2021-2022	10/1/22-9/30/23 FY 23 2022-2023	10/1/23-9/30/24 FY 24 2023-2024
	St Im	Cloverly & Broad Intersection Engineering	A	57,000	FA 57,000	0							
WF72	St Im	23rd/Linden Viaduct Engineering	B	1,988,126		600,000	1,388,126	0	ST 56 300,000	ST 56 300,000			
WF72	St Im	23rd/Linden Viaduct ROW Acquisition	B	3,000,000		3,000,000		0		Bonds 3,000,000			
WF72	St Im	23rd/Linden Viaduct Construction	B	40,500,000	13,500,000	27,000,000				HAB 0	HAB 27,000,000		
	St Im	Levee Construction Repairs	A	600,000		450,000		0	FA 450,000				
						150,000			ST 56 150,000				
P17819	St Im	SE Beltway	A	20,000,000		7,177,886		RES 517,886	HAB 6,660,000				
						4,905,948		RES 58 4,905,948					
						6,576,166		RES 56 6,576,166					
						1,340,000		HAB 1,340,000					
	St Im	23rd Street, Lincoln-Clarkson Engineering	B	100,000		100,000			ST58 100,000				
	St Im	23rd Street, Lincoln-Clarkson ROW Acquisition	B	5,000,000		5,000,000						ST 58 5,000,000	
	St Im	23rd Street, Lincoln-Clarkson Construction	B	10,000,000		10,000,000							ST 58 10,000,000
P15413	St Im	Luther Road, Military-23rd Street Engineering	C	252,000	FA 152,000	100,000				ST58 100,000			
P15413	St Im	Luther Road, Military-23rd Street Construction	C	2,000,000	FA 1,600,000	400,000						ST58 400,000	
P15513	St Im	1st St Reconst, Bell-Luther Road Engineering		197,000	FA 152,000	45,000					ST58 45,000		
P15513	St Im	1st St Reconst, Bell-Luther Road Construction		2,128,000	FA 128,000	2,000,000						ST58 2,000,000	
	St Im	1st St Reconst, Bell-Main Engineering		227,000	FA 152,000	75,000					ST58 75,000		
	St Im	1st St Reconst, Bell-Main Construction		1,128,000	FA 128,000	1,000,000						ST58 1,000,000	
	St Im	Military Ave, Johnson-Hwy 275 Engineering		100,000		100,000						ST58 100,000	
	St Im	Military Ave, Johnson-Hwy 275 Construction		2,000,000		2,000,000							ST58 2,000,000
	St Im	Broad & Military Ave Intersection Construction		820,000	FA 320,000	500,000							ST58 500,000
	St Im					0							
								16,569,428	*21,579,000*	*7,438,000*	*33,105,900*	*11,892,000*	*13,600,000*
		Street Revenues											
		Street Fund Reserves						**517,886**	**4,000,000**				
		Storm water management plan						**75,000**	**75,000**				
		Bridge buyback						**290,000**					
		Reserves '56						**6,576,166**					
		Reserves '58						**4,905,948**					
		Street buyback						**810,000**	**1,690,000**	**520,000**	**220,000**	**220,000**	**220,000**
		Federal & State Grants							**450,000**				
		Other Funds	**TI**						**4,000,000**				
		Gas Tax Revenues	**GT**					**464,210**	**843,000**	**518,000**	**440,900**	**447,000**	**555,000**
		Highway Allocation Bonds						**1,340,000**	**6,660,000**	**3,000,000**	**27,000,000**		
		Sales Tax '59						**519,000**	**1,750,000**				
		Sales Tax '56						**715,000**	**1,786,000**	**875,000**	**675,000**	**575,000**	**225,000**
		Sales Tax '58						**356,218**	**325,000**	**2,525,000**	**4,770,000**	**10,650,000**	**12,600,000**
								16,569,428	***21,579,000***	***7,438,000***	***33,105,900***	***11,892,000***	***13,600,000***

CAPITAL PLAN
CITY OF FREMONT, NEBRASKA
FY 2020-2024

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CD Comm Dev Funds	FR Fund Revenues	NBR State Revenues	OF Other Funds	HAB Highway Allocation Bonds
GDS Go Bonds sold	RB Revenue Bonds	ST55 Sales Tax Public Safety	3AA Federal Highway Funds	W911 Wireless E911 Funds
SBB Street Buyback	RS Revenue Sharing	GT Gas Tax Revenues	ST58 Sales Tax-Street	CP Council Priorities
TI Trade In	SC Service Charges	AS Assessments	K Keno Funds	RES Reserves
BBB Bridge Buyback	SR Special Reserves	FA Federal & State Grants	PST Public Safety Tax Anticipation Bonds	COM Committed Capital Funds
				SWMF Storm water mngmt plan

(0) PROJ. NO.	Dept.	(1) PROJECT TITLE & DESCRIPTION	(2) PROJECT PRIORITY	(3) TOTAL EST.PROJ. COST	(4) OUTSIDE FUNDS & SOURCES	(5) LOCAL FUNDS & SOURCES	(6) SPENT PRIOR TO 2018-2019	FY 19 2018-2019	10/1/19-9/30/20 FY 20 2019-2020	10/1/20-9/30/21 FY 21 2020-2021	10/1/21-9/30/22 FY 22 2021-2022	10/1/22-9/30/23 FY 23 2022-2023	10/1/23-9/30/24 FY 24 2023-2024
Airport Fund:													
	Air			2,000,000		1,240,000			COM 1,240,000				
		Construct New Terminal Building	A			250,000			RES 0	RES 250,000			
						510,000			FR 0	RES 510,000			
	Air	Construct New Terminal Area	A	250,000		250,000		200,000	FR 50,000				
		Apron				0							
	Air	Crack Sealing/Paint Markings		130,000	FA 117,000	13,000					FR 13,000		
	Air	Update ALP		316,500	FA 285,000	31,500						FR 31,500	
	Air	West Apron Expansion		0		0							
	Air	Rehabilitate Existing Apron		335,000		335,000							FR 335,000
	Air	East Apron Expansion		365,000		365,000						FR 365,000	
	Air	Additional Hangar		1,000,000		1,000,000							FR 1,000,000
		Airport Fund Revenues						**200,000**	**50,000**		**13,000**	**396,500**	**1,335,000**
		Committed Funds							**1,240,000**				
		General Fund reserves							**0**	**760,000**			
		Federal & State Grants			**402,000**				**0**		**117,000**	**285,000**	
								200,000	***1,290,000***	***760,000***	***130,000***	***681,500***	***1,335,000***
E 911 Fund:													
	E 911	Capital under $5K	A	4,000	OF 2,000	2,000			FR 4,000				
	E 911	CAD replacement	est A	300,000	OF 200,000	100,000		FR 100,000					
	E 911	GIS Address Points	est B	100,000	w911 81,000	19,000		FR 19,000					
	E 911	Position Hardware Refresh	A	5,000	OF 2,500	2,500		FR 2,500					
	E 911	Raven Switch	C	10,000	OF 5,000	5,000			FR 10,000				
	E 911	911 Server/Hardware Refresh	A	147,000	F/w9 73,500	73,500			FR 147,000				
	E911	Shortel Admin Tel Upgrade	A	12,000	OF 6,000	6,000			FR 12,000				
	E 911	Generator (share with pd)	est C	50,000	OF 25,000	25,000				FR 0			
	E 911	New Building Equipment	B								1,000,000	1,000,000	
		E 911 Fund Revenues						**121,500**	**173,000**	**0**			
		Other Funds						**202,500**	**11,000**	**25,000**			
		W 911						**81,000**	**73,500**				
								405,000	***257,500***	***25,000***	***1,000,000***	***1,000,000***	***0***
Special Projects Fund:													
R14912	S P	Ridge Road Trail, Hormel Loop Construction		1,205,028		0	1,205,028						
R14410	S P	Rawhide Trail ROW Acquisition	A	10,000		10,000			ST 56 10,000				
R14410	S P	Rawhide Trail Construction	A	100,000		100,000			ST 56 100,000				
	S P		A	500,000		450,000				FA 450,000			
		Levee Construction Repairs				50,000				FR 50,000			
	SP			1,000,000		750,000				FA 375,000	FA 375,000		
		Hormel Park boat ramp				250,000				FR 125,000	FR 125,000		
		Fund Revenues								**175,000**	**125,000**		
		Sales Tax '56	**ST**						**110,000**				
		Federal & State Grants			**0**				**0**	**825,000**	**375,000**		
								0	**110,000**	**1,000,000**	**500,000**		
Improvements Fund:													
	Imp	District Improvements	A	1,500,000	1,500,000			FR 0	FR 750,000	FR 750,000			

CAPITAL IMPROVEMENT PROGRAM
CITY OF FREMONT, NEBRASKA
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CD Comm Dev Funds
GDS Go Bonds sold
SBB Street Buyback
TI Trade In
BBB Bridge Buyback
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NBR State Revenues
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(0) PROJ. NO.	Dept.	(1) PROJECT TITLE & DESCRIPTION	PROJECT FUNDED (Y/N)	(2) PROJECT PRIORITY	(3) TOTAL EST.PROJ. COST	(4) OUTSIDE FUNDS & SOURCES		(5) LOCAL FUNDS & SOURCES	(6) SPENT PRIOR TO 2016-2017	YE Est 2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	
General Fund:																					
Inspections																					
	Ins	New Vehicle			32,000	FA	16,000	16,000				FR	16,000								
Fire																					
	Fire	800MHz Radio System (Cost Share w/ Police)		B	767,524			767,524		ST55	125,024	ST55	128,500	ST55	128,500	ST55	128,500	ST55	128,500	ST55	128,500
EMS	Fire	Heart Monitor/Defib Replacement		B	70,000			70,000						ST55	35,000					ST55	35,000
E 13615	Fire	Aerial Replacement			957,075			957,075	925,503	ST55	31,572										
	Fire	Traffic Control Equipment		B	54,500			54,500		ST55	8,000	ST55	8,500	ST55	9,000	ST55	9,000	ST55	10,000	ST55	10,000
	Fire	Capital Under $5K		B	126,000			126,000		ST55	20,000	ST55	20,000	ST55	21,000	ST55	21,000	ST55	22,000	ST55	22,000
	Fire	Hydraulic Jaws			31,000			31,000		ST55	31,000										
	Fire	Ambulance Replacement			275,000			275,000				ST55	275,000								
	Fire	Fire Engine Replacement		B	550,000			550,000								ST55	550,000				
	Fire	Fire Station Surveillance Cameras		B	25,000			25,000				ST55	25,000								
	Fire	Fire Station Emergency Generator		B	70,000			70,000												ST55	70,000
	Fire	Structural Firefighting Gear Extractor/Washer		B	7,500			7,500				ST55	7,500								
	Fire	800 mhz portable radios		B	35,000			35,000								ST55	35,000				
	Fire	Quick Response Vehicle (Pickup)		B	55,000			55,000												ST55	55,000
	Fire	Battery Operated Extrication Equipment		B	25,000			25,000										ST55	25,000		
EMS	Fire	Auto Pulse		B	15,000			15,000										ST55	15,000		
Police																					
	Pol	Generator (Cost Share w/ E911)		B	0			0													
	Pol	Elevator Renovation		A	10,000			10,000	10,000												
	Pol	Window Sill Replacement		A	0			0													
	Pol	Restroom Construction		A	1,000,000			1,000,000				COM	500,000	COM	500,000						
	Pol	Line-Up Area & Old Comm. Ctr Remodel		A	0			0													
	Pol	HVAC Replaced		A	0			0													
	Pol	Roof Replacement & Design		A	0			0													
	Pol	2nd Floor Renovation & Design		A	0			0													
	Pol	Shower Installation Design		A	0			0													
	Pol	Flooring Replacement		A	0			0													
	Pol	Addition & Complete Renovation of Bldg		A	8,300,000	RB	8,300,000	0								x					
	Pol	Shooting Range Improvements		A	125,000			125,000				ST55	125,000								
	Pol	800MHz Radio System (Cost Share w/ Fire)		A	767,524			767,524		ST55	125,024	ST55	128,500	ST55	128,500	ST55	128,500	ST55	128,500	ST55	128,500
	Pol	5 Used detective vehicle		A	39,700			39,700		ST55	7,700	ST55	16,000	ST55	16,000						
	Pol	Officer Body Camera system		A	69,594			69,594		ST55	9,594	ST55	12,000	ST55	12,000	ST55	12,000	ST55	12,000	ST55	12,000
	Pol	~~22~~ 17 Cruiser Replacements		A	567,783			567,783		ST55	59,289	ST55	92,025	ST55	96,627	ST55	101,457	ST55	106,530	ST55	111,855
	Pol	~~22~~ 17 Cruiser Conversion Kits		A	185,185			185,185		ST55	19,416	ST55	30,000	ST55	31,500	ST55	33,075	ST55	34,729	ST55	36,465
	Pol	Capital Under $5K		B	133,750			133,750		ST55	13,750	ST55	20,000	ST55	25,000	ST55	25,000	ST55	25,000	ST55	25,000
	Pol	Converting MRAP to ERU Unit		B	15,000			15,000				ST55	15,000								
	Pol	6 ERU Vests		B	12,000			12,000				ST55	6,000	ST55	6,000						
	Pol	Digital Video Recording for Intox. Rm		B	5,000			5,000				ST55	5,000								
	Pol	Computer for Programming Radios (cost share W/Fire)		A	1,500			1,500				ST55	1,500								
	Pol	3 Handguns		B	2,700			2,700				ST55	1,350	ST55	1,350						
	Pol	4 Shotguns		B	1,800			1,800				ST55	900	ST55	900						
	Pol	Patrol Division Furniture		B	20,000			20,000				ST55	20,000								

CAPITAL IMPROVEMENT PROGRAM
CITY OF FREMONT, NEBRASKA
FY 2018-2022

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CD Comm Dev Funds
GDS Go Bonds sold
SBB Street Buyback
TI Trade In
BBB Bridge Buyback
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(0) PROJ. NO.	Dept.	(1) PROJECT TITLE & DESCRIPTION	PROJECT FUNDED (Y/N)	(2) PROJECT PRIORITY	(3) TOTAL EST.PROJ. COST	(4) OUTSIDE FUNDS & SOURCES		(5) LOCAL FUNDS & SOURCES	(6) SPENT PRIOR TO 2016-2017	YE Est 2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	
	Pol	Detective Bureau Furniture		B	18,000			18,000				ST55	18,000								
	Pol	Unmarked Used Service Vehicle		B	8,000			8,000				ST55	8,000								
	Pol	2 Patrol Motorcycles Equipped w/Police Gear		C	2,500			2,500				ST55	2,500								
	Pol	2 Mobile Radios		B	12,000			12,000				ST55	12,000								
	Pol	Records Management System		A	300,000			300,000				ST55	150,000	ST55	150,000						
Civil Defense																					
	CV	Warning Sirens (5)		B	125,000			125,000						FR	0	FR	125,000				
Engineering																					
	Eng	Robotic Total Station Survey Equipment			11,500			11,500		FR	11,500										
	Eng	1/2 Ton Pickup (Inspector Vehicle)			30,000			30,000		FR	30,000										
	Eng	Sedan (Department Vehicle)			32,000	FA	16,000	16,000				FR	16,000								
	Eng	Beehive Software			25,000			25,000				FR	25,000								
Planning																					
	Plan	Department vehicle - Electric		B	32,000	FA	16,000	16,000				FR	16,000								
Facilities																					
	Fac	CF Friendship Center Canopy			40,000	FA	20,000	20,000		FR/OF		FR	20,000								
	Fac	CF Friendship Center Code ADA Compliance			95,000	FA	90,000	5,000				FR	5,000								
	Fac	CF Security Keys System			6,000			6,000		FR	6,000										
	Fac	CF City Aud Remodel-Construction			3,500,000	RB	2,000,000	750,000		COM	40,000	COM	260,000	x/COM	450,000						
						FA	750,000														
	Fac	CF Hog Barn Lights			16,500			16,500				FR	16,500								
	Fac	CF Outdoor Arena Fence Replacement		B	40,000	OF	5,000	35,000				FR	35,000								
	Fac	CF Fence/Double Roll Gate for Storage			9,000			9,000				FR	9,000								
	Fac	CF Paving for Horse Arena Load Area			157,300			157,300				FR	0			FR	157,300				
	Fac	CF Horse Arena West Enclosure			50,000			50,000				FR	50,000								
	Fac	CF Camp Shower			88,000			88,000						FR		FR	88,000				
	Fac	Replace Floor in Senior Center		B	50,000	FA	40,000	10,000				FR	10,000								
	Fac	Replace Chairs in CF Mtg Room		C	8,000	OF	2,000	6,000						FR	6,000						
	Fac	Update Restrooms in Sr Ctr		C	15,000	FA	10,000	5,000				FR	5,000	FR							
	Fac	Snr Center Parking Lot			252,000	FA	189,000	63,000						FR	63,000						
	Fac	IT Updates in CF Mtg Room		B	5,000			5,000				FR	5,000								
	Fac	IT Updates in Sr Ctr		B	5,000			5,000						FR	5,000						
	Fac	Replace / Add Tables at Aud		C	10,000			10,000								FR	10,000				
	Fac	Replace / Add Chairs at Aud		C	10,000			10,000								FR	10,000				
Parks																					
	Park	City Park Restroom		A	100,000	FA	50,000	50,000				FR	50,000								
	Park	Davenport Restroom Upgraded		B	55,000	FA	55,000	0				x									
	Park	Soccer Concessions Roof		A	17,325			17,325				FR	17,325								
	Park	Ronin Shelter		B	41,745			41,745				FR	41,745								
	Park	Milliken Park Restroom/Shelter		A	120,175			120,175						FR	120,175						
	Park	Forestry Shop Building Concrete Approach		B	10,296			10,296								FR	10,296				
	Park	Parks Building Concrete Approach		B	6,600			6,600								FR	6,600				
	Park	Memorial Park Complex Parking lot		A	275,000			275,000		ST56	275,000										
	Park	Buckridge Playground			8,000			8,000		FR	8,000										
	Park	Truck Replacement			29,700			29,700		FR	29,700										

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CP Council Priorities
RES Reserves
COM Committed Capital F
SWM Storm water mng

(0) PROJ. NO.	Dept.	(1) PROJECT TITLE & DESCRIPTION	PROJECT FUNDED (Y/N)	(2) PROJECT PRIORITY	(3) TOTAL EST.PROJ. COST	(4) OUTSIDE FUNDS & SOURCES		(5) LOCAL FUNDS & SOURCES	(6) SPENT PRIOR TO 2016-2017	YE Est 2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	
	Park	Buch Playground		C	60,500	FA	60,500	0				x									
	Park	Davenport Irrigation		C	19,250			19,250				FR	0			FR	19,250				
	Park	Neighborhood Park Splash Pad		B	90,000			90,000				FR	90,000								
	Park	Soccer Complex Bleachers		B	60,500	OF	60,500	0				x	0								
	Park	Ronin Irrigation		C	21,175			21,175				FR	0			FR	21,175				
	Park	Mobile Stage		B	99,000	FA	79,200	19,800				FR	19,800								
	Park	Barnard Park Irrigation		B	17,710			17,710						FR	0	FR	17,710				
	Park	Clemmons Park Lighting		B	18,975			18,975						FR	18,975						
	Park	Neighborhood Park Splash Pad		B	90,000			90,000								FR	90,000				
	Park	Masonic Irrigation		C	23,100			23,100								FR	23,100				
	Park	3/4 Ton Pick Up - Parks		A	28,000			28,000				FR	28,000								
	Park	3/4 Ton Pick Up - Forestry		A	34,500			34,500				FR	34,500								
	Park	Pressure Washer - Forestry		B	5,000			5,000				FR	0			FR	5,000				
	Park	Replacement Trees - Forestry		A	6,000			6,000				FR	6,000								
	Park	Replacement Trees - Forestry		A	6,000			6,000						FR	6,000						
	Park	Replace Box on 1104 - Forestry		B	7,000			7,000								FR	7,000				
	Park	3/4 Ton Pick Up - Parks		A	30,000			30,000						FR	30,000						
	Park	3/4 Ton Pick Up - Parks		A	30,000			30,000								FR	30,000				
	Park	Fiberglass Bucket for Track Lift-Forestry			7,000			7,000										FR	7,000		
	Park	1-ton 4x4, dually truck & chasis		A	35,000			35,000								FR	35,000				
	Park	Boom Overhaul 1106-Forestry		B	16,000			16,000												FR	16,000
	Park	Zero Turn Diesel Mower		A	16,000			16,000				FR	16,000								
	Park	Zero Turn Diesel Mower		A	16,000			16,000						FR	16,000						
	Park	Neighborhood Park Splash Pad		A	90,000			90,000												FR	90,000
	Park	Replace restroom Van Anda Park		B	65,000			65,000						FR	0	FR	65,000				
	Park	Replace restroom Ruwe Park		B	72,000			72,000								FR	72,000				
	Park	Replace restroom Barnard Park		B	72,000			72,000										FR	72,000		
	Park	Replace restroom Ronin Park		B	72,000			72,000												FR	72,000
Ronin																					
	Ron	Replace High Dive with tube slide		A	21,000			21,000				FR	21,000								
	Ron	Replace low board & frame		A	11,000			11,000				FR	11,000								
	Ron	Replace Lockers		B	10,000			10,000						FR	0	FR	10,000				
	Ron	Udpate Bath Houses		B	30,000			30,000								FR	30,000				
Splash																					
	Spl	Splash Station Mechanical/Pump Room Enclosure			50,000			50,000		FR	50,000										
	Spl	Splash Station Cameras			13,750			13,750				FR	13,750								
	Spl	Splash Station Upgrades			2,600,000	RB	2,000,000	600,000						X/COM	600,000						
	Spl	Replace Floatables		A	8,000			8,000						FR	8,000						
	Spl	Refurbish / Paint Slides		A	30,000			30,000				FR	30,000								
	Spl	Replace Lounge Chairs		B	15,000			15,000						FR	15,000						
	Spl	Repaint Train Slide		A	30,000			30,000				FR	30,000								
Library																					
	Lib	Renovate Restrooms ADA Access			50,000	FA	40,000	10,000				FR	10,000								
	Lib	Elevator Renovation ADA Access			150,000			150,000										FR	150,000		
	Lib	Building Expansion			8,000,000	OF OF	4,000,000 1,200,000	2,800,000				COM	180,000	COM RB RES	230,000 2,000,000 390,000						
	Lib	Masonry Repair/Sealing			40,000			40,000				FR	40,000								
	Lib	Adult/Teen Areas Furnishings			30,000			30,000								FR	30,000				
	Lib	Auditorium Floor/Wall Repair			10,000			10,000				FR	10,000								
	Lib	North Wall/book drop renovation			10,000			10,000						FR	10,000						
	Lib	Sidewalk replacement near East Bldg/wall repair			5,000			5,000				FR	5,000								

CAPITAL IMPROVEMENT PROGRAM
CITY OF FREMONT, NEBRASKA
FY 2018-2022

(2) PROJECT PRIORITY
A - Urgent
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FUNDING SOURCE CODES:
CD Comm Dev Funds
GDS Go Bonds sold
SBB Street Buyback
TI Trade In
BBB Bridge Buyback
FR Fund Revenues
RB Revenue Bonds
RS Revenue Sharing
SC Service Charges
SR Special Reserves
NBR State Revenues
ST55 Sales Tax Public Safety
GT Gas Tax Revenues
AS Assessments
FA Federal & State Grants
OF Other Funds
3AA Federal Highway Funds
ST58 Sales Tax-Street
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(0) PROJ. NO.	Dept.	(1) PROJECT TITLE & DESCRIPTION	PROJECT FUNDED (Y/N)	(2) PROJECT PRIORITY	(3) TOTAL EST.PROJ. COST	(4) OUTSIDE FUNDS & SOURCES	(5) LOCAL FUNDS & SOURCES	(6) SPENT PRIOR TO 2016-2017	YE Est 2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
	Lib	Electric Hybrid car			44,000	FA 22,000	22,000			FR 22,000				
	Lib	Server Upgrade			8,000		8,000			FR 8,000				
	Lib	Gaming and Production computers			6,000		6,000			FR 0		FR 6,000		
	Lib	Camera system updates and upgrades			45,000		45,000			FR 0	FR 0	FR 15,000	FR 15,000	FR 15,000
	Lib	Window replacement - whole building			75,000		75,000				FR 0	FR 75,000		
Cemetery														
	Cem	Cemetery irrigation		A	182,285		182,285		FR 12,285	FR 170,000				
	Cem	Replace (3) Mowers		A	30,000		30,000			FR 30,000				
	Cem	Replace (1) Mower		B	10,000		10,000				FR 10,000			
	Cem	Cemetery Office		B	190,000	OF 20,000	170,000				FR 0	FR 170,000		
	Cem	Mini Excavator		A	34,000		34,000			FR 34,000				
					32,814,521			**935,503**	*912,854*	*3,034,895*	*5,139,527*	*2,171,963*	*751,259*	*827,320*
		General Revenues		**FR**	**2,967,686**		**2,967,686**		**127,485**	**966,620**	**308,150**	**1,128,431**	**244,000**	**193,000**
		Committed Funds		**COM**					**40,000**	**940,000**	**1,780,000**			
		Federal & State Grants		**FA**		**300,700**				**514,700**	**939,000**			
		Other Funds		**OF**		**4,135,000**			**20,000**	**65,500**	**2,000**	**5,220,000**		
		Revenue Bonds		**RB**		**12,300,000**					**6,000,000**	**8,300,000**		
		Keno Funds		**K**							**0**			
		Trade In		**TI**										
		From Reserves		**RES**							**390,000**			
		Sales Tax "55"		**ST55**	**3,542,560**				**450,369**	**1,128,275**	**661,377**	**1,043,532**	**507,259**	**634,320**
		Sales Tax "56"		**ST56**	**275,000**		**275,000**		**275,000**	**0**	**0**	**0**	**0**	**0**
					6,510,246	***16,735,700***	***2,967,686***		**912,854**	***3,615,095***	***10,080,527***	***15,691,963***	***751,259***	***827,320***
									0	*0*	*0*	*0*	*0*	*0*
Street Fund:														
	Str	Capital Under $5K			35,700		35,700		GT 7,300	GT 17,400	GT 6,100	GT 4,900		
	Str	New Metal Roof (235 W. 2nd Bldg)			27,400		27,400		GT 27,400					
	Str	Crew Cab Truck (3/4 Ton, 2 Wheel Drive)			34,169		34,169		GT 34,169					
	Str	Dump Truck (Tandem Axle, 10 Yd Box)			136,314		136,314		GT 136,314					
	Str	Skid Steer Loader			29,092		29,092		GT 29,092					
	Str	Tractor (Mi. 105 hp) w/ Boom			116,807		116,807		GT 116,807					
	Str	Crew Cab Truck with Box (1 Ton)		C	52,000	TI 1,200	50,800			GT 50,800				
	Str	Combination Used Truck/New V-box Sander		B	76,000	TI 6,900	69,100			GT 69,100				
	Str	Wheel Loader		A	200,000	TI 29,000	171,000			GT 171,000				
	Str	Air Compressor (Portable Pull-Type)		C	24,000	TI 2,500	21,500			GT 21,500				
	Str	Walk-behind Paint Machine		A	7,400	TI 400	7,000			GT 7,000				
	Str	Tamper (Backhoe attachment)		B	6,600		6,600			GT 6,600				
	Str	Sweeper rear guide wheel assembly (safety reasons-added rear suspension)		C	7,500		7,500			GT 7,500				
	Str	Concrete Saw		C	18,000	TI 1,000	17,000				GT 17,000			
	Str	Dump Truck (Single Axle, 5 Yd Box)		B	129,000	TI 7,900	121,100				GT 121,100			
	Str	Street Sweeper (Vacuum Type)		B	250,000	TI 26,000	224,000				GT 224,000			
	Str	Truck with flatbed (barricade truck)		B	48,000	TI 4,600	43,400					GT 43,400		
	Str	Paint Machine (Airless with truck)		B	108,000	TI 5,500	102,500				GT 102,500			

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CITY OF FREMONT, NEBRASKA
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CD Comm Dev Funds
GDS Go Bonds sold
SBB Street Buyback
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BBB Bridge Buyback
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	Str	Dump Truck (Tandem Axle, 10 Yd Box)		B	152,000	TI	7,500	144,500								GT	144,500				
	Str	Combination Used Truck/New V-box Sander		B	58,000	TI	8,500	49,500								GT	49,500				
	Str	3/4 Ton Pickup		C	45,000	TI	1,500	43,500								GT	43,500				
	Str	Asphalt Roller		B	18,000	TI	4,800	13,200								GT	13,200				
	Str	Concrete Breaker (attachment)		B	9,500			9,500								GT	9,500				
	Str	14 Ton Trailer		C	8,900	TI	1,000	7,900								GT	7,900				
	Str	Hoist Replacement		B	18,000			18,000								GT	18,000				
	Str	Wheel Loader		B	210,000	TI	32,000	178,000										GT	178,000		
	Str	Dump Truck w/plow 5 yd box		B	129,000	TI	10,500	118,500										GT	118,500		
	Str	1 Ton Pickup w/4 wheel drive		B	48,000	TI	1,600	46,400										GT	46,400		
	Str	Asphalt Recycler (hot box)		B	26,000			26,000										GT	26,000		
	Str	3/4 Ton Pickup		C	45,000	TI	1,500	43,500												GT	43,500
	Str	Walk-behind Paint Machine			8,000			8,000												GT	8,000
	Str	Mechanical Sweeper		B	200,000	TI	18,000	182,000												GT	182,000
	Str	Tractor		B	91,000	TI	12,000	79,000												GT	79,000
	Str	72" Mower		B	26,000	TI	2,400	23,600												GT	23,600
	Str	Backhoe		C	92,000	TI	18,000	74,000												GT	74,000
	Str	Building Replacement Construction			4,400,000			4,400,000				RES	400,000	RES	4,000,000					x	
Street Improvement																					
	St Im	RR and Front Strts Drainage improvements			115,000			115,000		ST58	15,000	ST56	100,000								
	St Im	Annual Street Reconstruction			1,315,000			1,315,000		ST58	215,000	ST56	220,000	SBB	220,000	ST58	220,000	ST58	220,000	ST58	220,000
R14310	St Im	Johnson Road Trail ROW Acquisition			15,000	FA	12,000	3,000		ST56	5,000	ST56	3,000								
	St Im	Johnson Road Trail Construction			530,000	FA	424,000	106,000		ST56	10,000	ST56	96,000								
P14112	St Im	Park Ave 2nd - Military (St & Sidewalks - Cost share w/ Improvements Fund)			650,000			650,000		ST58	200,000	ST56	450,000								
P15113	St Im	16th St - Nye to Colson Resurfacing			65,000			65,000				ST58				ST58	65,000				
T12612	St Im	Pedestrian Signals - Multi			325,000			325,000		GT	325,000										
P15613	St Im	Luther & Morningside Intersection			125,000			125,000				ST58	125,000								
P14412	St Im	Main Str - 1st to 3rd Resurfacing			115,000			115,000		ST58	115,000										
	St Im	Ridge Rd & Jones St Box Culvert			150,000			150,000				ST56	150,000								
P14812	St Im	Fremont Tech Park Construction 29th St Return			15,000			15,000				GT	15,000								
	St Im	Stormwater Masterplan Projects			255,000			255,000		SWMF	30,000	SWMF	75,000	SWMP	75,000	SWMF	75,000				
	St Im	Bell Street Viaduct Rehab Engineering & Construction			500,000			500,000		BBB	50,000	BBB	280,000								
												ST58	170,000								
	St Im	Open Ditch Drainage Rehab Construction			270,000			270,000				ST56	90,000	ST56	90,000	ST58	90,000				
	St Im	BNSF Railroad Sensors/Cameras			350,000			350,000				ST56	350,000								
WF72	St Im	23rd/Linden Viaduct Engineering			2,051,126			663,000	1,388,126	ST58	10,000	ST58	53,000		0		300,000		300,000		
WF72	St Im	23rd/Linden Viaduct ROW Acquisition			3,000,000			3,000,000							0		3,000,000				
WF72	St Im	23rd/Linden Viaduct Construction			40,500,000		13,500,000	27,000,000											27,000,000		
	St Im	Railroad Quiet Zones Engineering			125,000			100,000	25,000	ST56	0	ST58	100,000								
	St Im	Railroad Quiet Zones Construction			1,600,000			1,600,000				ST58	0	ST58	0	ST58	1,000,000	ST58	300,000	ST58	300,000
D10502	St Im	Fremont Flood Mitigation Feasibility Study			330,000			205,000	125,000	ST56	25,000	ST56	80,000	ST56	100,000						

CAPITAL IMPROVEMENT PROGRAM
CITY OF FREMONT, NEBRASKA
FY 2018-2022

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FUNDING SOURCE CODES:
CD Comm Dev Funds
GDS Go Bonds sold
SBB Street Buyback
TI Trade In
BBB Bridge Buyback
FR Fund Revenues
RB Revenue Bonds
RS Revenue Sharing
SC Service Charges
SR Special Reserves
NBR State Revenues
ST55 Sales Tax Public Safety
GT Gas Tax Revenues
AS Assessments
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OF Other Funds
3AA Federal Highway Funds
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(0) PROJ. NO.	Dept.	(1) PROJECT TITLE & DESCRIPTION	PROJECT FUNDED (Y/N)	(2) PROJECT PRIORITY	(3) TOTAL EST.PROJ. COST	(4) OUTSIDE FUNDS & SOURCES		(5) LOCAL FUNDS & SOURCES	(6) SPENT PRIOR TO 2016-2017	YE Est 2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	
P15213	St Im	W 19th St, Nye-Somers Construction			125,000			125,000				ST58	0			ST58	125,000				
	St Im	Mayfair, 16th-19th Reconstruction			425,000			425,000				ST58	425,000								
P14612	St Im	20th St, Nye-H Str Construction			250,000			250,000						ST58	0	ST58	250,000				
	St Im	Pierce St, 11th-Linden			360,000			360,000				ST58	0			ST58	360,000				
	St Im	Cloverly & Broad Intersection Engineering			77,000	FA	57,000	20,000		ST58	20,000										
	St Im	Cloverly & Broad Intersection Construction			900,000	FA	750,000	150,000						ST56	150,000						
P15313	St Im	Reynolds Road Reconstruction Engineering			5,000			5,000				ST58	0			ST58	5,000				
P15313	St Im	Reynolds Road Reconstruction Construction			300,000			300,000						ST58	0	ST58	300,000				
P15713	St Im	32nd St, Yager-Luther Engineering			25,000			25,000				ST58	0	ST58	25,000						
P15713	St Im	32nd St, Yager-Luther Construction			1,300,000			1,300,000						ST58	0	ST58	1,300,000				
	St Im	23rd Street, Lincoln-Clarkson Engineering			150,000			150,000				ST56	50,000			ST58	100,000				
	St Im	23rd Street, Lincoln-Clarkson ROW Acquisition			5,000,000			5,000,000								ST58	5,000,000				
	St Im	23rd Street, Lincoln-Clarkson Construction			10,100,000			10,100,000				ST56	100,000			ST58	10,000,000				
P15413	St Im	Luther Road, Military-23rd Street Engineering			190,000	FA	152,000	38,000								ST58	38,000				
P15413	St Im	Luther Road, Military-23rd Street Construction			2,000,000	FA	1,600,000	400,000								ST58	400,000				
P15513	St Im	1st St Reconst, Bell-Luther Road Engineering			190,000	FA	152,000	38,000								ST58	38,000				
P15513	St Im	1st St Reconst, Bell-Luther Road Construction			1,728,000	FA	128,000	1,600,000								ST58	1,600,000				
	St Im	Military Ave, Luther-Hwy 275 Construction			1,510,000			1,510,000										ST58	1,510,000		
	St Im	Johnson Rd, Morningside-Fremont Dr Engineering			600,000	FA	200,000	400,000				ST59	400,000								
	St Im	Broad & Military Ave Intersection Construction			720,000	FA	320,000	400,000								ST58	400,000				
	St Im	Rehab North Somers Ave Bridge			300,000			300,000				ST56	300,000								
	St Im	SE Beltway			40,000,000	FA	28,000,000	12,000,000				RES 56	6,000,000	RES	517,886						
														RES 58	4,905,948						
														RES 56	576,166						
	St Im	Garfield Street, 16th to 19th			425,000			425,000				SBB	425,000								
	St Im	Military Ave, Bell St to Clarmar Overlay			250,000			250,000						ST56	250,000						
	St Im	Bell Street, Linden Ave to 23rd Street Overlay			700,000			700,000				ST58	700,000								
	St Im	Iowa Street, Wyoming to Colorado			70,000			70,000						ST58	70,000						
	St Im	5th Street, H to K Street			70,000			70,000						ST58	70,000						
	St Im	Sales Tax '58 Transfer Reduction										ST58	0	ST58	0						
					81,180,382				**25,000**	*1,371,082*		*11,507,900*		*11,520,700*		*21,700,400*		*2,398,900*		*930,100*	
		Street Revenues			**0**			**0**													
		Street Fund Reserves										**400,000**		**4,517,886**							
		Storm water management plan								**30,000**		**75,000**		**75,000**		**75,000**					
		Bridge buyback								**50,000**		**280,000**									
		Reserves '56										**6,000,000**		**576,166**							
		Reserves '58												**4,905,948**							
		Street buyback					**0**					**425,000**		**220,000**							**0**

CAPITAL IMPROVEMENT PROGRAM
CITY OF FREMONT, NEBRASKA
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CD Comm Dev Funds	FR Fund Revenues	NBR State Revenues	OF Other Funds	W911 Wireless E911 Fund
GDS Go Bonds sold	RB Revenue Bonds	ST55 Sales Tax Public Safety	3AA Federal Highway Funds	CP Council Priorities
SBB Street Buyback	RS Revenue Sharing	GT Gas Tax Revenues	ST58 Sales Tax-Street	RES Reserves
TI Trade In	SC Service Charges	AS Assessments	K Keno Funds	COM Committed Capital F
BBB Bridge Buyback	SR Special Reserves	FA Federal & State Grants	PST Public Safety Tax Anticipation Bonds	SWM Storm water mng

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		Federal & State Grants				**3,795,000**			**57,000**	**436,000**	**28,000,000**	**3,102,000**		
		Street Trade In		**TI**	**204,300**	**204,300**				**40,000**	**40,400**	**27,900**	**44,100**	**51,900**
		Gas Tax Revenues		**GT**	**2,626,082**		**2,626,082**		**676,082**	**365,900**	**470,700**	**334,400**	**368,900**	**410,100**
		Sales Tax '59								**400,000**				
		Sales Tax '56							**40,000**	**1,989,000**	**590,000**			
		Sales Tax '58							**575,000**	**1,573,000**	**165,000**	**21,291,000**	**2,030,000**	**520,000**
									1,428,082	***11,983,900***	***39,561,100***	***24,830,300***	***2,443,000***	***982,000***
									0	*0*	*0*	*0*	*0*	*0*

CAPITAL IMPROVEMENT PROGRAM
CITY OF FREMONT, NEBRASKA
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(2) PROJECT PRIORITY
A - Urgent
B - Necessary
C - Desirable

FUNDING SOURCE CODES:
CD Comm Dev Funds
GDS Go Bonds sold
SBB Street Buyback
TI Trade In
BBB Bridge Buyback
FR Fund Revenues
RB Revenue Bonds
RS Revenue Sharing
SC Service Charges
SR Special Reserves
NBR State Revenues
ST55 Sales Tax Public Safety
GT Gas Tax Revenues
AS Assessments
FA Federal & State Grants
OF Other Funds
3AA Federal Highway Funds
ST58 Sales Tax-Street
K Keno Funds
PST Public Safety Tax Anticipation Bonds
W911 Wireless E911 Fund
CP Council Priorities
RES Reserves
COM Committed Capital F
SWM Storm water mng

(0) PROJ. NO.	Dept.	(1) PROJECT TITLE & DESCRIPTION	PROJECT FUNDED (Y/N)		(2) PROJECT PRIORITY	(3) TOTAL EST.PROJ. COST	(4) OUTSIDE FUNDS & SOURCES		(5) LOCAL FUNDS & SOURCES	(6) SPENT PRIOR TO 2016-2017	YE Est 2016-2017	2017-2018		2018-2019		2019-2020		2020-2021	2021-2022
Airport Fund:																			
	Air	Construct New Terminal Building				2,240,000	FA	750,000	1,240,000			x/com	950,000	COM	290,000				
														RES	250,000				
	Air	West Apron Expansion				623,000	FA	558,000	65,000							FR	65,000		
	Air	Rehabilitate Existing Apron				356,500	FA	301,500	55,000		20,000					FR	35,000		
	Air	East Apron Expansion				363,500	FA	328,500	35,000							FR	35,000		
	Air	Additional Hangar				1,000,000			1,000,000							FR	1,000,000		
	Air	Rehab. Civil Air Patrol Building				25,000			25,000			FR	25,000						
	Air	Purchase Mower				4,000			4,000			FR	4,000						
	Air	Crack Sealing/Paint Markings				100,000			100,000		40,000	FR	30,000	FR	30,000				
	Air	Update ALP				**80,000**			**80,000**					FR	80,000				
		Airport Fund Revenues											**59,000**		**110,000**		**1,135,000**		
		Committed Funds											**950,000**		**290,000**				
		General Fund reserves													**250,000**				
		Federal & State Grants						**1,938,000**					**750,000**				**1,188,000**		
													1,759,000		***650,000***		***2,323,000***		
E 911 Fund:																			
	E 911	Spare Conventional Channel Gateway				10,500		3,500	7,000		7,000								
	E 911	Radio Upgrade			B	30,000	OF	15,000	15,000			FR	15,000						
	E 911	911 Upgrade			B	55,000	w911	44,550	10,450			FR	10,450						
	E 911	CAD replacement		est	A	400,000	OF	200,000	200,000			FR	100,000	FR	100,000				
	E 911	Logging Recorder			B	25,000	OF	12,500	12,500			FR	12,500						
	E 911	GIS Address Points		est	B	100,000	w911	81,000	19,000					FR	19,000				
	E 911	Generator (share with pd)		est	C	45,000	OF	22,500	22,500			FR	22,500						
	E 911	Position Hardware Refresh			B	5,000	OF	2,500	2,500			FR	2,500						
	E 911	Position Hardware Refresh			A	5,000	OF	2,500	2,500					FR	2,500				
		E 911 Fund Revenues											**162,950**		**121,500**				
		Other Funds						**55,000**					**152,500**		**102,500**				
		W 911						**325,550**					**44,550**		**81,000**				
													360,000		***305,000***				
Special Projects Fund:																			
R14912	S P	Ridge Road Trail, Hormel Loop Construction				1,225,028			20,000	1,205,028	20,000								
R14410	S P	Rawhide Trail ROW Acquisition				50,000	FA	40,000	10,000		10,000								
R14410	S P	Rawhide Trail Construction				641,000	FA	512,800	128,200			ST56	128,200						
		Sales Tax '56		**ST**									**128,200**		**0**				
		Federal & State Grants						**552,800**			**40,000**		**512,800**						
													641,000		***0***				
Improvements Fund:																			
PD550	Imp	Johnson Rd Widening Peterson - 16th (moved from Str Imprv)				525,000		525,000			525,000								
PD551, PD552	Imp	Park Ave 2nd - Military (St & Sidewalks - Cost share w/ Str Imprv)				147,000		147,000			147,000								
	Imp	District Improvements				3,000,000		3,000,000			750,000		750,000		750,000		750,000		

Preliminary (Unaudited)
City of Fremont - Governmental Funds & Internal Service Fund
Balance Sheet - Fund Basis
As of March 31, 2020

	General Fund	Sales Tax/ Special Revenue Fund	Street Fund	Community Development Agency	Other Governmental Funds	Total Governmental Funds	Internal Service Funds (CEI/WC/EW)
ASSETS							
Cash and Cash Equivalents	$ 4,448,677	$ 8,732,710	$ 4,759,901	$ 189,135	$ 2,615,384	$ 20,745,808	$ 2,398,364
Investments	12,175,000	3,000,000	4,100,000	-	2,210,000	21,485,000	3,750,000
County treasurer cash	-	-	-	-	-	-	-
Receivables							
Special Assessments	-	-	-	-	362,393	362,393	-
Accounts, net of allowance for doubtful accounts	402,256	-	64,143	-	-	466,398	-
Notes receivable, net of allowance for doubtful accounts	-	1,678,196	-	-	1,087,752	2,765,949	-
Interest	169,840	20,365	48,097	-	49,094	287,396	20,900
Property tax	182,482	-	-	-	25,279	207,761	-
Business tax	59,827	-	-	-	-	59,827	-
Other tax	-	-	-	-	-	-	-
TIF bonds receivable	-	-	-	225,398	-	225,398	-
Due from other governments	11,466	-	-	-	-	11,466	-
Due from other funds	876,170	126,898	5,579	-	125,286	1,133,933	-
Prepaid Expenses	-	-	-	-	-	-	-
Total assets	$ 18,325,718	$ 13,558,169	$ 8,977,720	$ 414,533	$ 6,475,188	$ 47,751,329	$ 6,169,264
LIABILITIES							
Accounts payable	$ 601,727	$ 1,125	$ 52,536	-	$ 14,280	$ 669,668	$ 52,660
Accrued expenses	-	-	-	-	200	200	7,777
Due to other governments	3,716	-	-	-	-	3,716	-
Due to other funds	298,782	2,237	5,732	391,782	476,977	1,175,509	-
TIF bonds payable	-	-	-	-	-	-	-
Customer Deposits	25,026	-	-	-	-	25,026	-
Unearned revenue	-	-	-	-	6,000	6,000	-
Total liabilities	929,251	3,362	58,268	391,782	497,457	1,880,119	60,437
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenue-property taxes	129,803	-	-	-	21,955	151,759	-
Unavailable revenue-other local tax	-	-	-	-	237,295	237,295	-
Unavailable revenue-fees and other	361,492	20,364	112,240	225,398	174,192	893,686	-
Unavailable revenue-notes	-	-	-	-	-	-	-
Total deferred inflows	491,295	20,364	112,240	225,398	433,442	1,282,740	-

Preliminary (Unaudited)
City of Fremont - Governmental Funds & Internal Service Fund
Balance Sheet - Fund Basis
As of March 31, 2020

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2. 1

	General Fund	Sales Tax/ Special Revenue Fund	Street Fund	Community Development Agency	Other Governmental Funds	Total Governmental Funds	Internal Service Funds (CEI/WC/EW)
FUND BALANCES (DEFICIT)							
Nonspendable:							
Permanent fund principal	-	-	-	-	125,000	125,000	-
Prepaid expenses	-	-	-	-	-	-	-
Notes receivable	-	-	-	-	-	-	-
Restricted for:							
Debt service	-	-	-	-	171,665	171,665	-
Street Improvements	-	1,881,463 B	8,807,213 C	-	-	10,688,676	-
Public safety	-	1,694,553	-	-	403,897	2,098,450	-
Infrastructure	-	1,784,617	-	-	-	1,784,617	-
Property tax relief	-	662,486	-	-	-	662,486	-
Economic Development	-	7,511,323	-	-	649,462	8,160,785	-
Capital/special projects	-	-	-	-	2,646,121 D	2,646,121	-
Federal programs	-	-	-	-	946,899	946,899	-
Community betterment	-	-	-	-	550,974	550,974	-
Committed for:							
Code enforcement/defense & PD Bldg	1,384,012	-	-	-	-	1,384,012	-
Capital improvement projects	6,060,723	-	-	-	-	6,060,723	-
Assigned for:							
Budget stabilization	1,472,124	-	-	-	-	1,472,124	-
Other	-	-	-	-	50,272	50,272	-
Unassigned	7,988,310 A	-	-	(202,647)	-	7,785,663	6,108,827
Total fund balances	16,905,171	13,534,442	8,807,213	(202,647)	5,544,290	44,588,469	6,108,827
Total liabilities, deferred inflows of resources and fund balances	$ 18,325,717	$ 13,558,169	$ 8,977,721	$ 414,533	$ 6,475,189	$ 47,751,329	$ 6,169,264
	1	-	(1)	-	(1)	-	-

A. $1,000,000 General Fund (001) Reserves, leaving a 36.7 percent reserve of General Fund operating expenses
B. 1,000,000 Sales Tax Street Improvements Fund (011-2058) Reserves
C. 1,500,000 Street Fund (012)Reserves
D. 1,500,000 Special Assessments Fund Reserves (041). The origin of this fund's reserves is the Sales Tax Street Improvements Fund (2058).
$5,000,000 In the past, 2058 would bear the total cost of projects that had portions assessed to landowners. The assessments collected would go into the Special Assessment Fund, but that fund did not reimburse 2058 for the assessed costs, making 041 reserves eligible to use on a roads project.

The Fremont Southeast Beltway Project is set to begin June 1, 2020 and has 1,095 calendar days (3 Years) to complete the project. Completion should be achieved by June 1, 2023. The calendar days allowed for the project may be extended for unforeseen work or additional work not contemplated in the contract.

The first phase of construction includes all of the new alignment of US-77 with the exception of the permanent connections to existing US-77 north of the Platte River Bridge. This is a lot of work and will take some time to complete. While the contractor will have a schedule of their work and how the construction will progress, in general the construction begins with construction of the culverts, bridges and grading. Temporary connections and/or temporary surfacing will be built to maintain access during construction. As portions of the final grading are completed, the contractor will begin constructing the foundation course upon which the pavement will be built. The pavement will be placed shortly thereafter.

The second phase builds partial access to US-77, completes the roundabout east of existing US-77, and the connection to old Highway 8.

Phase 3 completes the permanent connections to US-77, US-275 and other miscellaneous work.

Special provision in the contract which govern the contractor's coordination with the Poultry plant and adherence to the phasing shown in the plans are as follows:

SPECIAL PROSECUTION AND PROGRESS (General Requirements) The Contractor shall coordinate with NDOT and the Lincoln Poultry Processing Plant in Fremont to develop a plan for the surrounding highway system and county road system to ensure reliable routes and safe travel conditions for employees and delivery trucks throughout the duration of the project.

SPECIAL PROSECUTION AND PROGRESS (Phasing) the plans depict phasing sequences that are to be used in the construction of this project. Any deviation from these phasing sequences shall require the written approval of the Engineer.

Total Project Cost (with Graham bid included) = $72.3 million
Breakdown:

ENGINEERING= $2.3 million
RIGHT OF WAY=$3.8 million
UTILITIES= $2.1 million
CONSTRUCTION=$61.9 million (Graham construction bid on March 26, 2020 is $61,911,453.77)
CONSTRUCTION ENGINEERING=$2.2 million

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jody Sanders, Finance Director & Treasurer/Tyler Ficken, City Clerk

DATE: December 26, 2017

SUBJECT: Funding for capital projects

Recommendation: Approve resolution directing staff to carry out actions necessary to fund capital projects.

Background: City Council discussed the need for additional capital projects during budget deliberations, and held a Study Session on December 19, 2017 where the issue of funding for capital projects was discussed further. The five projects discussed include the Southeast Beltway Project, City Auditorium Renovation, Library Addition, Public Works Maintenance Facility, an additional Splash Station feature.

Project	Total Estimated Project Cost	City Resource Contribution	Method
Southeast Beltway	$40,000,000	$20,000,000	Gas Tax Revenue & Street Fund Reserves
Library Addition	$8,000,000	$2,800,000	$800,000 in General Fund Capital Reserves and Property Tax Question
City Auditorium Renovation	$3,500,000	$2,750,000	$750,000 in General Fund Capital Reserves and Property Tax Question
Splash Station Feature	$2,600,000	$2,600,000	$600,000 in General Fund Capital Reserves and Property Tax Question
Public Works Maintenance Facility	$4,400,000	$4,400,000	Street Fund Reserves only

With direction from the City Council, City staff will draft a proposal to the Nebraska Department of Transportation (NDOT) for the Southeast Beltway that includes payments to the NDOT of $6,666,667 in July of 2018, 2019 and 2020 that would represent a 50% contribution to the estimated project costs, not to exceed $20 million. In conversations with the NDOT, the funding would allow the NDOT to prioritize Fremont's project over other highway projects built with Build Nebraska Act funding. With this proposal, $12 million would come from Street Fund reserves, with the balance funded by bond anticipation notes pending the project completion, at which time Highway Allocation Fund Pledge Bonds would be issued for approximately $8 million in 2021.

Also at the direction of the City Council, Staff will take necessary actions to begin the process of providing ballot language to the county clerk to issue General Obligation bonds for the Library Addition, City Auditorium Renovation, and additional Splash Station Feature, with individual questions provided to the voters during the spring 2018 election for consideration. Street Fund Reserves will be used to fund the Public Works Maintenance Facility.

Fiscal Impact: Issuance of $8,000,000 in debt with Highway Allocation Fund Pledge Bonds in 2021, and General Obligation bonds of $2-, $4-, or $6 million pending the May 2018 election results.

Resolution No 2017-318

A Resolution of the City Council of the City of Fremont, Nebraska, directing City staff to proceed with actions necessary to fund priority capital projects.

WHEREAS, the city discussed capital projects during budget deliberations and at Study Session held on December 19, 2017; and,

WHEREAS, the City Council identified five (5) priority capital projects as follows: (1) Southeast Beltway Project, (2) City Auditorium Renovation, (3) Library Addition, (4) Public Works Maintenance Facility and an additional (5) Splash Station Feature; and,

WHEREAS, The City will utilize Gas Tax Revenue and Street Fund Reserves for the City Contribution to the Southeast Beltway Project totaling $20,000,000; and,

WHEREAS, The City will utilize General Fund Capital Reserves in the amount $2,150,000 and present property tax questions for the spring 2018 election for consideration of the Library Addition, City Auditorium Renovation and Splash Station Feature in the amount of $6,000,000; and,

WHEREAS, The City will utilize Street Fund Reserves for the Public Works Maintenance Facility totaling $4,400,000; and,

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council direct City staff to take all necessary actions to achieve funding for priority capital projects as outlined.

PASSED AND APPROVED THIS 26th DAY OF December, 2017.

Scott Getzschman

SCOTT GETZSCHMAN, MAYOR

ATTEST:

Tyler Ficken

Tyler Ficken, City Clerk

THE CITY OF FREMONT
THE PATHFINDER
GEN. JOHN C. FREMONT
JUNE 17, 1871

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Brian Newton, City Administrator

DATE: October 30, 2018

SUBJECT: NDOT Southeast Beltway, Project No. S-77-3(1036)

Recommendation: Approve resolution to authorize Mayor to sign financial agreement with NDOT

Background: Under the Build Nebraska and Transportation Innovation Acts, NDOT is proposing construction of the Southeast Beltway, a 3.2-mile four-land divided expressway to connect U.S. Highway 77 with U.S. Highway 275. The beltway will have overpasses over the BNSF Railway and the Union Pacific/Old Highway 275 interchange. The project will improve traffic flow and safety on US-77 and improve local access and regional connectivity between US-77, US-275, and US-30, as well as facilitate economic activity in the area. NDOT is proposing construction to begin in the spring of 2020 and open the beltway to traffic in fall of 2021.

The total cost of the project is estimated at $43 million, with Fremont's share capped at $20 million. The City will use $12 million in state allocation funds (gas tax) and sales tax reserves, and $8 million from Highway Allocation Pledge Bonds.

Staff recommends approval of the resolution.

Fiscal Impact: Fixed expenditures of:

Budgeted: $6,670,000 upon execution of NDOT agreement
Budgeted: $6,670,000 July 2019
$6,660,000 July 2020

DRAFT

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT NO. XL 1833

MUNICIPALITY PRELIMINARY FINANCIAL AGREEMENT STATE PROJECTS

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF FREMONT, NEBRASKA
PROJECT NO. S-77-3(1036)
CONTROL NO. 22722
FREMONT SOUTHEAST BELTWAY

THIS AGREEMENT is between City of Fremont, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, State intends to improve a portion of State Highway 77 at the location shown on Exhibit "A", attached; and

WHEREAS, State intends that the improvement be developed and constructed under the designation of Project No. S-77-3(1036), and intends to begin construction in the spring of 2020 and have the beltway open to traffic in the fall of 2021; and

WHEREAS, the improvement is located within the designated urban area of Fremont, Nebraska, and funds administered by State will be made available for the State's share of the construction of this project; and

WHEREAS, the project work located within the designated urban area is generally described below in Section 1, and

WHEREAS, the project is expected to serve both local and statewide transportation interests and the project will improve the local transportation network, and

WHEREAS, this Agreement will establish the expected location and design concept of the project, set the cost share for each party, and authorize State to continue with the development of the Project; supplemental agreements will build on these concepts and provide more detailed cost estimates as the details of the project are further established and refined, and

WHEREAS, concerning Municipality's share of the project costs, Federal Regulations provide that Municipality shall not profit or otherwise gain from special assessments that exceed Municipality's share of project costs; and

WHEREAS, City Council has authorized the Mayor to sign this Agreement, as evidenced by the Resolution of City Council, as shown on Exhibit "B", attached; and

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. LOCATION AND DESCRIPTION OF THE EXPECTED WORK

The Parties agree the project will be located generally at the location shown on Exhibit "A", attached and incorporated herein by this reference. Generally, the improvements to be constructed with this project include the following: Project will consist of a new four-lane divided expressway on the south side of Fremont. Also included are bridges over the BNSF Railway and UP Railroad. The new route will tie into US 275 with a diamond type interchange. The project will require Right-of-Way acquisition.

Further, Municipality will be responsible for the operation, maintenance, repair, and replacement, when necessary, of any Municipal Separate Storm Sewer System ("MS4") facilities constructed as a part of the project, in accordance with State's MS4 Program.

SECTION 2. PROJECT IDENTIFICATION AND CHARGING COSTS TO THE PROJECT

This project is identified as Project Number S-77-3(1036), Control Number 22722. State began charging time and incurring costs to this project on June 23, 2017 and will continue to do so in the development of this improvement. State reserves the right to use consultant engineers and professionals to complete some or all of the project phases. Municipality will not be charging time or expenses to this project unless otherwise expressly provided for herein. State and Municipality agree to cooperate with each other throughout all phases of the project development and construction.

SECTION 3. COST SHARE

3.1 The Municipality will pay fifty percent (50%) up to a maximum amount of twenty million dollars ($20,000,000) and the State will pay fifty percent (50%) of the costs of the project determined by State to require a cost share by Municipality. The State will pay one hundred percent (100%) of costs if Fremont's $20,000,000 is exceeded. Project costs include planning, preliminary engineering, survey, environmental, right-of-way, utilities, construction, construction engineering. Municipality will pay one-hundred percent (100%) of the costs of any work requested by Municipality to be included in the project.

3.2 The payments from the Municipality to State will occur as follows:

- $6,670,000 upon execution of agreement
- $6,670,000 in July 2019
- Remaining balance (if any and not to exceed $6,660,000) in July 2020

3.3 State reserves the right to invoice Municipality for some or all of Municipality's cost share in accordance with the schedule set forth in Section 3.2 above. Municipality shall pay State within 30 calendar days of receipt of invoice from the State or as mutually agreed to between the Parties.

SECTION 4. CONSTRUCTION SCHEDULE

The State will make a reasonable effort to begin construction in the spring of 2020 and have the beltway open to traffic in the fall of 2021.

SECTION 5. MANAGEMENT OF THE PROJECT

The Parties understand that State will manage and be responsible for all decisions involved in the design, development and construction of this project. State and Municipality will cooperate with each other concerning the State's management of the project. When requested by Municipality, State will provide an explanation to Municipality concerning any of the assumptions and decisions made by State for the project.

SECTION 6. FUTURE AGREEMENT

The Parties intend to enter into a supplemental or new agreement related to this project at a time when State has developed enough information to properly establish the details, facts, cost share, and conditions that are likely to apply to this project. The Parties understand that this Agreement, including the designated work, cost share, and cooperation provisions, will remain

in effect until expressly changed by future agreements.

SECTION 7. TERMINATION

State has the sole discretion to suspend the work in part or in whole or to terminate this Agreement; such action on its part will in no event be deemed a breach of this Agreement by State. State will provide written notification to Municipality of such suspension or termination. If termination occurs after Municipality has made a payment to State under Section 3, Municipality may submit to State a request for reimbursement of some or all the costs paid. State in its sole discretion shall determine which of the costs submitted by Municipality are reimbursable by State. State shall notify Municipality in writing of such determination. Upon receipt of determination, Municipality will submit an invoice to State for the amount determined to be reimbursable.

SECTION 8. FAIR EMPLOYMENT PRACTICES ACT

Municipality agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126.

SECTION 9. CITY COUNCIL AUTHORIZATION

The Mayor is authorized to sign this Agreement, as evidenced by the Resolution of City Council, as shown on Exhibit "B"; attached and incorporated herein by this reference.

[Remainder of Page Intentionally Left Blank]

SECTION 10. ENTIRE AGREEMENT

This Agreement, including all exhibits and documents incorporated or included herein, constitutes the entire agreement of the Parties. This Agreement supersedes all communications, representations, understandings, either oral or written hereto, leading up to this Agreement. Any existing written agreements between the Parties remain in effect, except the language of this Agreement governs over conflicting language on the same subject in an existing written agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Municipality this 30th day of October 2018.

WITNESS:

Tyler Ficken, City Clerk

CITY OF FREMONT:

Scott Getzschman, Mayor

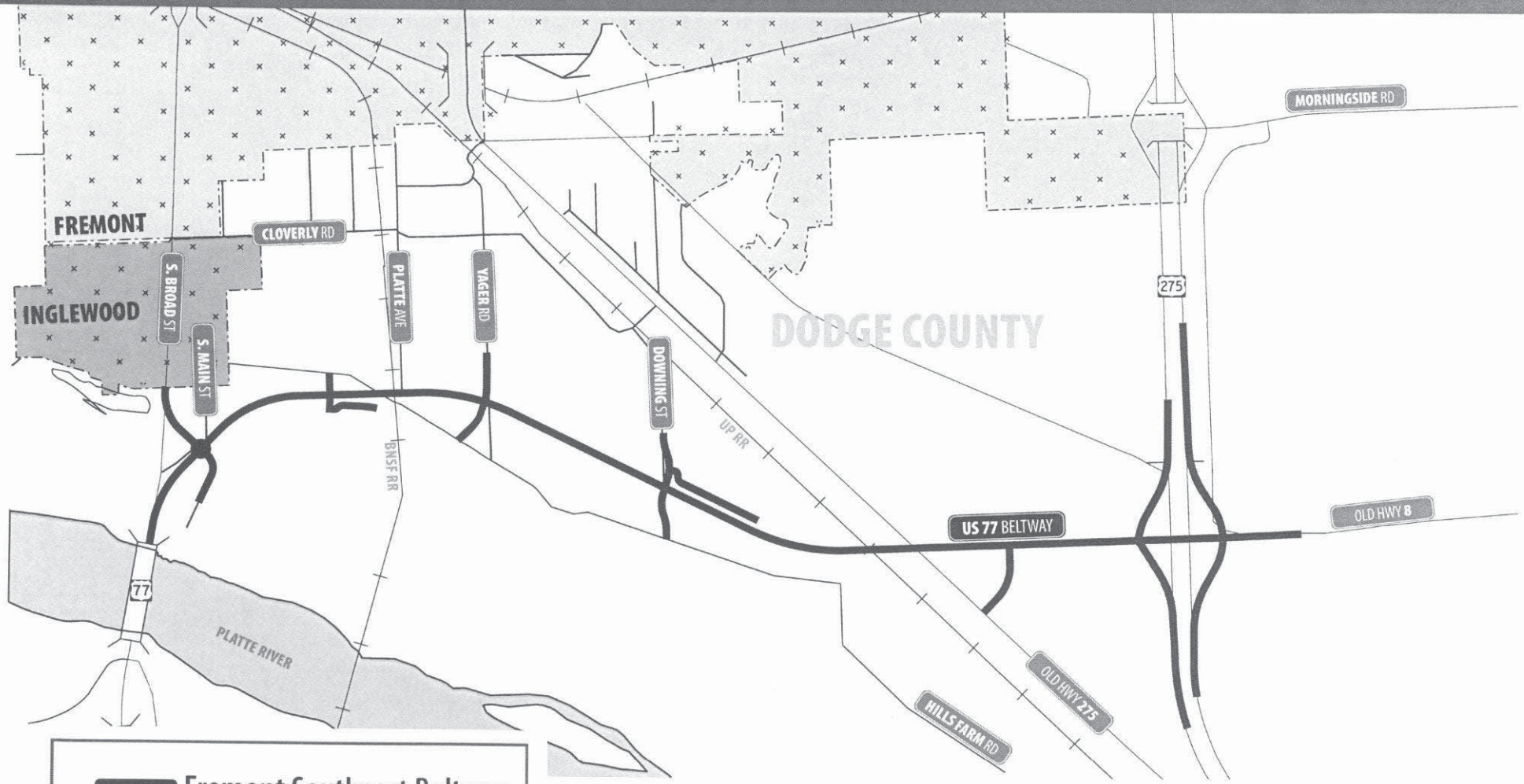
EXECUTED by State this 13TH day of NOVEMBER, 2018

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Timothy W. Weander, P.E.

District 2 Engineer

PROJECT AREA

Exhibit A



Fremont Southeast Beltway

N

PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

FREMONT
NEBRASKA PATHFINDERS

Exhibit B

RESOLUTION NO. 2018-229

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA AUTHORIZING THE MAYOR TO SIGN THE NEBRASKA DEPARTMENT OF TRANSPORATION MUNICIPALITY PRELINIMARY FINANCIAL AGREEMENT.

WHEREAS, NDOT intends to improve U.S. Highway 77 under Project No. S-77-3(1036); and,

WHEREAS, the Project is located within the designated urban area of Fremont; and,

WHEREAS, the Project will improve safety and traffic flow for both local and regional areas; and,

WHEREAS, the Project will facilitate economic activity in Fremont and Dodge County; and,

WHEREAS, the Agreement establishes the proposed location and design of the Project, the cost share between NDOT and the City, and authorizes NDOT to continue the development of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA, to:

> Authorize the Mayor to sign the Municipality Preliminary Financial Agreement between NDOT and the City of Fremont.

PASSED AND APPROVED THIS 30th DAY OF OCTOBER 2018.

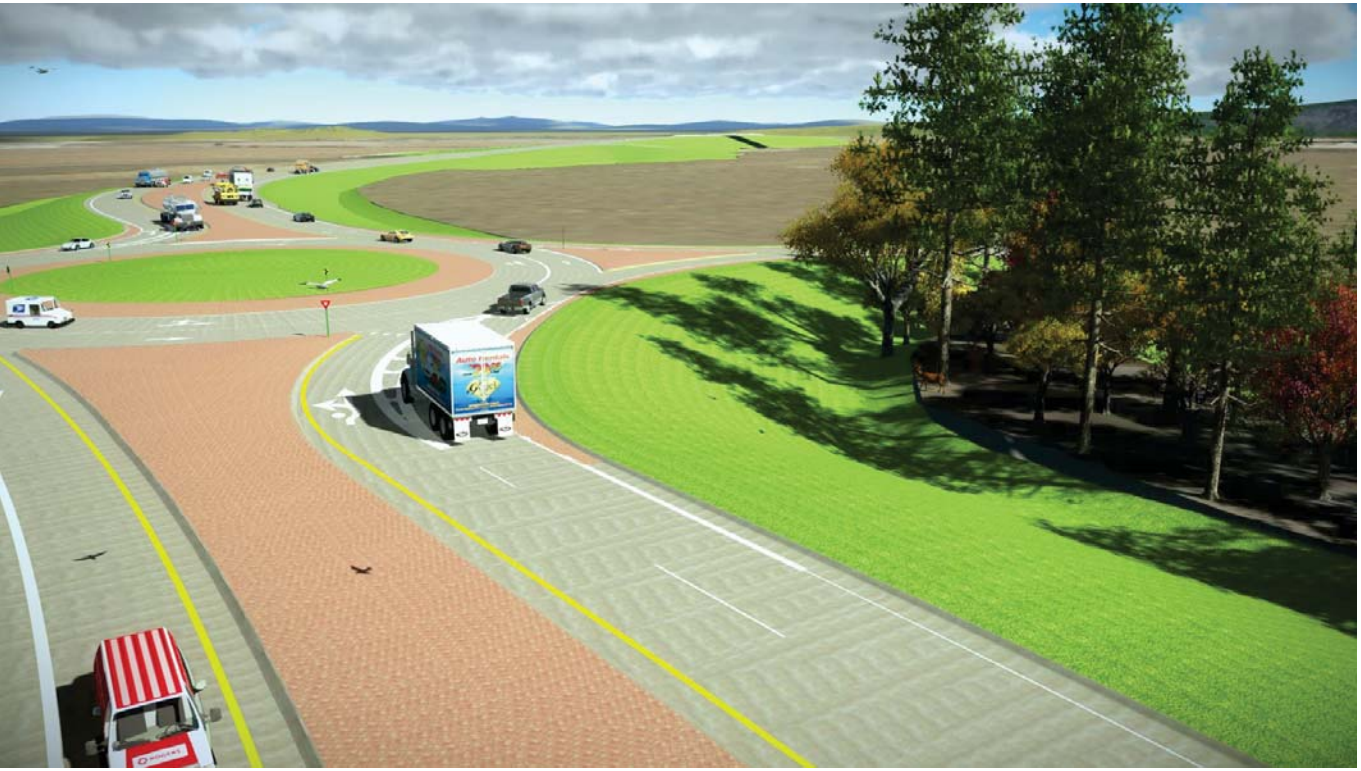
Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

THE CITY OF FREMONT
THE PATHFINDER
GEN. JOHN C. FREMONT
JUNE 17, 1871

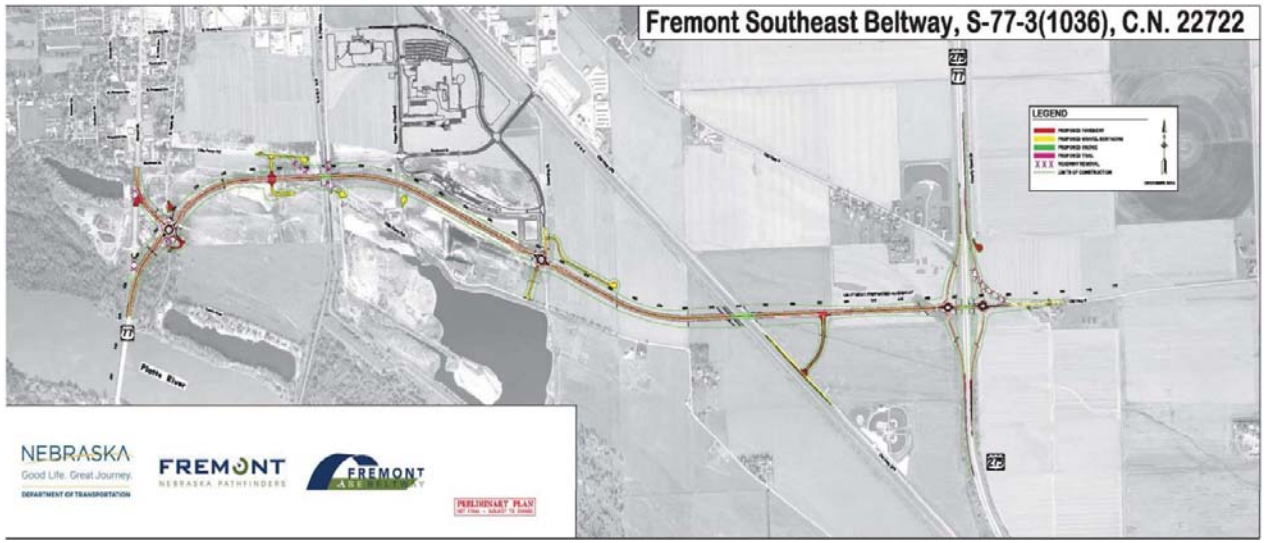
FREMONT
SE BELTWAY



PROJECT OVERVIEW

PURPOSE

Improve the reliability of the transportation system and enhance the mobility of the traveling public.



NEED

- Improved Expressway to expressway connectivity from US-275 to US-77
- Improve safety along existing US-77 through Fremont
- Accommodate growth in south Fremont
- Improve traffic flow for through vehicle trips (trucks)

PROJECT BACKGROUND

BELTWAY TIMELINE

2004

- **MAR** In Fremont RFP Issued
- **JUL-AUG** Stakeholders Meetings
- **SEPT** 1st Fremont Public Meeting
- **NOV** 2nd Fremont Public Meeting (the birth of the beltway)

2005

- **OCT** FHWA, NDOT, Environmental Action: Environmental Assessment

2006

- **JUL** Fremont Southeast Beltway, Study & EA - NTP
- **DEC** City of Fremont informed Western Sand and Gravel of Beltway

2007

- **APR** Dodge County Concurred on Concept 7
- **MAR** Public Meeting Morningside Connection, Concept 6
- **NOV** Fremont Southeast Beltway – US-275 New Interchange, Concept 7
- **DEC** Preferred Alignment after Public Meeting – New US-275 Interchange Concept 7

2009

- Draft EA was submitted and project shelved

2016

- **MAY** Concept 7 Shift South for CostCo Lincoln Poultry; USACE Meeting and Levee Coordination

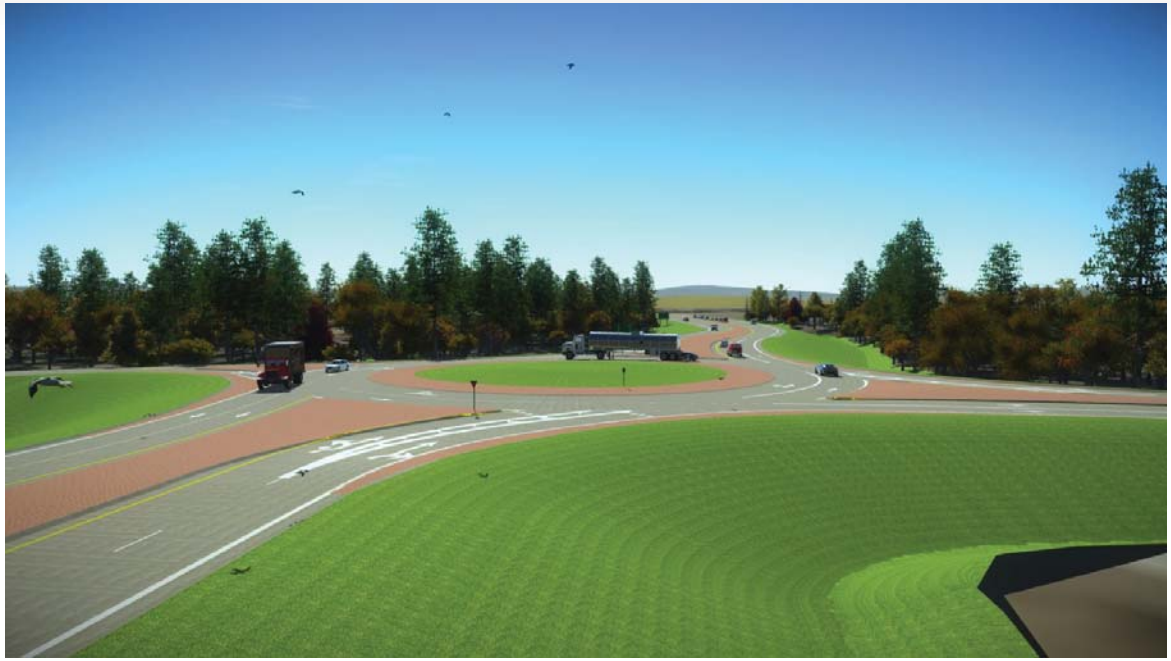
2017

- **JAN-MAR** DR-343 and Updated Project Cost
- **SEPT** RFQ for Fremont Southeast Beltway (Concept 7)

SCHEDULE

FINAL DESIGN AND RIGHT OF WAY ACQUISITION BEGAN IN SPRING 2018 TO PREPARE FOR CONSTRUCTION IN THE SPRING OF 2020

UPON CONSTRUCTION AWARD, THE PROJECT WILL TAKE 3-YEARS TO COMPLETE



COST ESCALATION

REASONS FOR INCREASED COST:

- RECENT INFLATIONARY PRICES ON CAPITAL IMPROVEMENT PROJECTS
  - March 2019 Flood Event – Contractors & Suppliers responded to this emergency, but this unanticipated incident has led to increased bid prices

- PROPERTY VALUES WITHIN THE PROJECT AREA HAVE INCREASED FASTER THAN MARKET TRENDS

- INCREASED EARTHWORK QUANTITIES DUE TO MINING AND GRADING BY OTHERS.

VALUE ENGINEERING

IN AN EFFORT TO REDUCE COST, NDOT HIRED AN INDEPENDENT FIRM (JACOBS) IN APRIL 2019 TO PREFORM A VALUE ENGINEERING ANALYSIS.

THE STUDY INCLUDED EVALUATION OF THE VERTICAL PROFILE, INTERSECTIONS DESIGN, RIGHT-OF-WAY NEEDS, EARTH SHOULDERS, AND MEDIAN SURFACING.

THIS STUDY REDUCED PROJECT COST BY APPROXIMATELY $3 MILLION

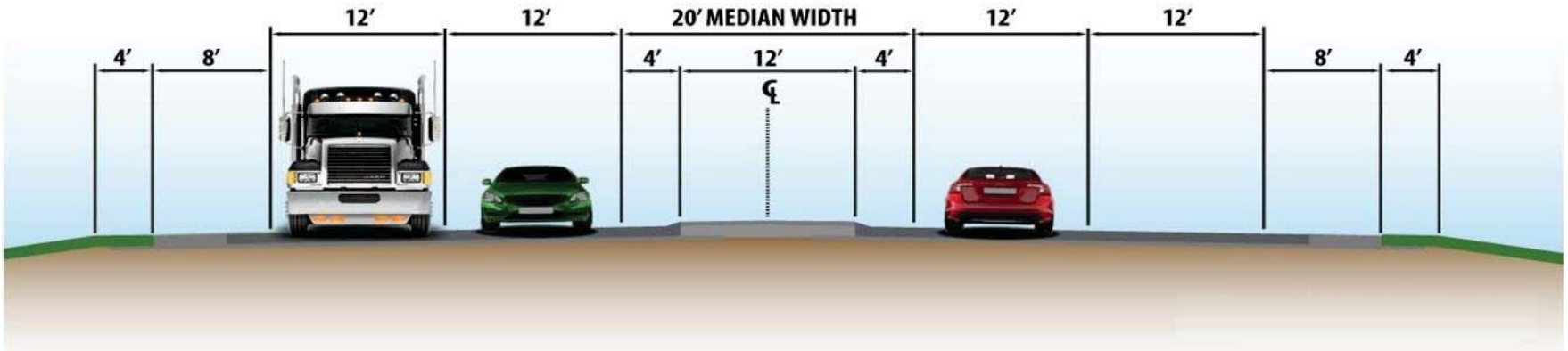
PROJECT READINESS

NECESSARY STEPS HAVE BEEN COMPLETED TO GET THE PROJECT READY FOR CONSTRUCTION

- Right of Way Acquisition
- Railroad Agreements
- United States Army Corps Permits
- Floodplain Permits
- Utility Relocations
- Tree Removal and Corridor Preparation
- Bid letting

SAFETY

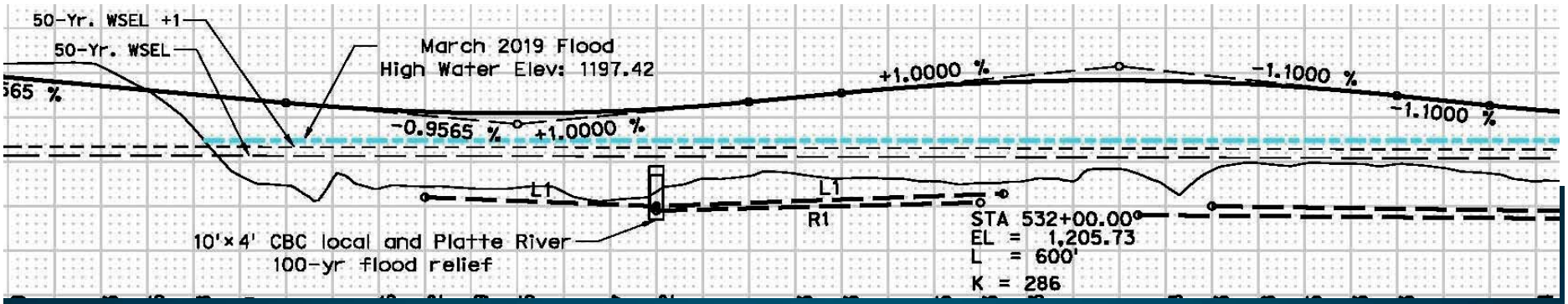
BY CONSTRUCTING AN EXPRESSWAY ON THE OUTER BOUNDARY OF FREMONT, CONFLICTS BETWEEN LOCAL AND REGIONAL TRIPS ALONG HIGHWAY 77 THROUGH TOWN ARE REDUCED. ONE LARGE SAFETY BENEFIT IS ASSOCIATED WITH TRUCK TRAFFIC THROUGH FREMONT WHICH DOES NOT HAVE AN ORIGIN OR DESTINATION IN TOWN.



RELIABILITY

EVEN THOUGH THE PROJECT WAS DESIGNED TO CURRENT FLOODPLAIN STANDARDS, NDOT CONDUCTED AN ADDITIONAL ANALYSIS PROVING THE FREMONT SE BELTWAY WOULD NOT HAVE BEEN OVERTOPPED BY THE MARCH 2019 FLOOD EVENT.

MARCH FLOOD EVENT



PUBLIC ACCEPTANCE

THE LAST PUBLIC MEETING WAS HELD IN DECEMBER OF 2018. IT WAS WELL ATTENDED WITH THE VAST MAJORITY EXPRESSING THE NEED FOR THE PROJECT AND GLAD CONSTRUCTION WILL BEGIN SOON. IN ADDITION, SEVERAL EMERGENCY RESPONSE TEAM MEMBERS ALSO SHARED THEIR SUPPORT FOR THE PROJECT.

FREMONT
SE BELTWAY

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Public Works Director/City Engineer

DATE: October 29, 2019

SUBJECT: Ordinance for Sale of City Owned Real Estate

Recommendation: 1) Receive testimony, 2) Move to introduce Ordinance 5510, 3) Hold first reading, 4) Move to suspend the rules and place on final reading, 5) Hold final reading, and 6) Vote on Ordinance 5510.

Background: The Nebraska Department of Transportation is in the final design process of the Southeast Beltway Roadway Project. This project will relocate Highway 77 around the City of Fremont from the Platte River Bridge at the South End and tie into Highway 275 in the proximity of Old Highway 8 on the Easterly end.

Part of Final Design is the acquisition of Right-of-Way necessary for the project. The City of Fremont owns land now used as Monnich Park located East of existing Highway 77, just North of the Platte River Bridge. The NDOT's route for the Beltway will bisect the park North to South, and the NDOT wishes to acquire 2.81 Acres as shown on the attached drawing for Right-of-Way.

The NDOT is required to follow federal law in the acquisition of Right-of-Way, and those requirements are attached in pamphlet form to this agenda item. Staff has met with the appraiser on-site to inspect the property, the property has been appraised, and the Right-of-Way established by the NDOT design team. The property required is 2.81 acres, and offer price is $20,060.00. A copy of the Appraisal Report is on file in the office of the City Engineer.

Approval of the Ordinance authorizes the sale of the property and authorizes the Mayor to sign the Acquisition Documents.

Fiscal Impact: The appraisal report values the land at $20,060.00. The City of Fremont bears no expenses in the sale of this property.

- Project Summary -

Fremont Southeast Beltway

Control Number: 22722 Project Number: 77-3(1036)
County: Dodge NDOR District: 2
Proposed Start Construction Date: Spring 2020*
Proposed End Construction Date: Fall 2022*
**These dates are subject to change*

LOCATION:

The proposed Fremont Southeast Beltway is located southeast of the City of Fremont in Dodge County, Nebraska. The project begins just north of the Platte River bridge on highway US-77 at approximate R.P. 111+99 and ends at approximate new R.P 113+74 with an interchange at highway US-275.

SCOPE OF WORK:

The project is approximately 3.33 miles long and will construct a new 4 lane roadway with surfaced shoulders and left-turn lanes designed to New & Reconstructed Expressway standards. New bridges will be constructed to span the BNSF Railroad, Union Pacific Railroad & Old Hwy 275, and construct a new interchange at US-275. Roundabouts will be constructed at the intersections of Broad Street and Downing Street and on the ramp terminals of the interchange.

- 4-Lane Expressway
- Embankment
- Bridges
- MSE Walls
- Lighting
- Roundabouts
- cul-de-sacs on local roadways
- Frontage roads and access drives
- Roadway removal
- Utility relocations
- Culvert construction
- Wetland mitigation site
- Signage
- Water quality treatment BMP's
- Right-of-Way
- Controlled Access

ACCOMMODATION OF TRAFFIC:

No detour is anticipated for construction activities on this project. Portions of this project will be constructed in phases and under traffic with lane closures controlled with approved traffic control strategies and devices. Traffic will be maintained during construction at US-77/Platte River Bridge and US-275 interchange. Temporary lane closures may be required. Early project planning and Public Involvement suggests emphasis on construction of US-77 to BNSF to make this stretch available to the industrial areas that will be served by the Beltway. US-275 bridge construction will require temporary closure of existing US-275 for nighttime work. Construction of US-77 tie in at the Platte River will require reduction to two lanes of traffic with some temporary surfacing for temporary connection.

ADDITIONAL INFORMATION:

This project will take approximately 300 working days and will take one construction season(s). Any required tree removal will need to occur prior to April 1.

SAFETY ENHANCEMENTS

- 6:1 FORESLOPES
- ADDED LANES
- BEVELED EDGE
- GRADE SEPARATION
- IMPROVE SAFETY AT RAILROAD CROSSINGS
- IMPROVED DRAINAGE
- IMPROVED HORIZONTAL ALIGNMENT
- IMPROVED SURFACING
- IMPROVED VERTICAL ALIGNMENT
- LATERAL OBSTACLE REMOVAL
- LEFT-TURN LANE
- LIGHTING
- NEW DRIVING SURFACE
- OFFSET RIGHT TURN LANE
- REMOVED/IMPROVED SKEWED INTERSECTIONS
- RIGHT-TURN LANE
- SHOULDER RUMBLE STRIP
- SURFACED SHOULDERS
- UPDATED BRIDGE CURBS
- UPDATED GUARDRAIL
- UPDATED SIGNING
- WIDENED BRIDGES
- WIDENED DRIVING LANES
- WIDENED SHOULDERS

BICYCLES & PEDESTRIANS

Bicycle paths will be included on this project on the east side of Broad Street crossing New US-77 at Sta. 533+00 from approximately Sta. 1528+50 to Sta. 1533+50.

condemnation of your property, or if you are successful in an adverse condemnation action. You may appeal our decision of eligibility for these expenses. Your written appeal must be filed with us within 60 days after we have given you written notice of our original decision. If you are still dissatisfied after our review or your appeal, you may seek judicial review of our final decision.

Donations

An owner may donate the property required for the project to the Department. Prior to accepting the donation, the Department must inform the owner of their right to receive just compensation for the property. Should you wish to donate your property, please discuss this with the Department's Agent.

May I keep my building and move it?

You may desire to keep a building and move it if possible. The offer to you will be reduced by an amount estimated by the Department to be the salvage value during negotiations, and you will be given the date by which the property must be vacated and the structure moved. However, you must retain your own moving contractor at your own expense. A building that an owner does not retain is disposed of by the Department, either by public sale or demolition by a contractor or the Department.

Must I pay a capital gain tax or an income tax?

The sale of property to the state for public purposes, in most instances, is considered "involuntary conversion" by the U.S. Internal Revenue Service. You may not have to pay a capital gains tax on any profits you make in the sale of your property, provided you reinvest at least the same amount of money you received in a similar property in accordance with the Internal Revenue code.

However, federal tax laws and official interpretations may vary from time to time; thus it is best to check with your tax advisor or the Internal Revenue Service officials.

Possession

The Department may take possession of your property when:

- You have been paid the agreed purchase price, or
- In the case of condemnation, the Department has deposited the award of the Board of Appraisers with the County Court.

If you must move because your home has been acquired, or if you must relocate your business or farm operation because of the acquisition of your property, you will be given at least 90 days written advance notice of the date by which you are required to move. If you have to move from your home, a decent, safe and sanitary replacement dwelling must be available to you, on a nondiscriminatory basis, prior to your displacement. A "Relocation Assistance in Nebraska" brochure explains the payments and requirements for eligibility.

At Your Service

From your first notice to the final payment, you will be kept informed of all developments concerning the acquisition of your property. Every representative of the Nebraska Department of Transportation is sincerely interested in cooperating with you, as with every other owner or tenant affected by our highway program. We offer you assistance and understanding and will appreciate your confidence and good will.

Right of Way Division
Department of Transportation
PO Box 94759
Lincoln, NE 68509-4759
1-800-764-0422

Project _____

Tract _____

Persons I have talked to representing the Department:

Name	Position

Notes

_____

9/17

Highway Progress and Your Property

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

Highways and Your Property

As our state, cities and towns grow it becomes necessary to make changes and improvements to our roads and highways.

The Nebraska Department of Transportation has the responsibility of providing safe highways. The pressure of increasingly heavy traffic requires the improvement of existing highways and the construction of new highways. The task is monumental and never-ending.

To serve this broad public interest, it sometimes becomes necessary for the state to acquire private property to construct new highways or improve and modernize the existing ones. The citizens of the State of Nebraska, through their Legislature, have given the Department statutory permission to acquire private property for this purpose. It is unfortunate that a private property owner must be inconvenienced in any way. However, the accomplishment of modern public works projects would not be possible if the land necessary was not first acquired. There would be no highways, government buildings, railroads, irrigation systems, airports, military bases, or public convenience of transportation. Right-of-way acquisition is a necessary event in the normal course of progress.

The purpose of this brochure is to help you understand methods used by the Department to acquire the land needed. Hopefully, this will provide the information you need and be a basis for mutual understanding and cooperation.

Valuation Process

Real property shall be appraised before the initiation of negotiations. The owner of a subject tract estimated to be valued in excess of $10,000 shall be given an opportunity to accompany the appraiser during inspection of the subject property. When the appraiser views your property, it is to your advantage to offer comments concerning your land or business, particularly local peculiarities and operational requirements.

You should advise the appraiser if any of these conditions exist:

- There are other persons who have ownership or interest in the property.
- There are tenants on the property.
- Items of real or personal property that belong to someone else and are located on your property.
- The presence of hazardous material, underground storage or utilities.

The appraiser will inspect your property and note its physical characteristics. He or she will review sales of properties similar to yours in order to compare the facts of those sales with the facts about your property. The appraiser will analyze all elements that affect value.

The appraiser must consider normal depreciation and physical deterioration that has taken place. By law, the appraiser must disregard the influence of the future public project on the value of the property. This requirement may be partially responsible for any difference in the fair market value and market value of your property.

The appraisal report will describe your property and the agency will determine a value based on the condition of the property on the day that the appraiser last inspected it, as compared with other similar properties that have sold.

Upon completion of the report, a Review Appraiser analyzes the report and personally inspects your property. The Review Appraiser will establish the just compensation that will be offered for your property.

Exceptions to the Appraisal Requirements

Regulations provide that the appraisal may be waived:

- If you elect to donate the property and release the Department from the obligation of completing an appraisal.
- If we believe the acquisition of your property is likely to be less than $10,000, we will prepare a Waiver Valuation to determine your property's fair market value.
- When a Compensation Estimate is prepared, the appraiser is not required to contact the owner.

Procedures Used to Acquire Real Property for Public Use

You will then be contacted by a Right of Way Agent from the Department who will make a written offer for your property. If only a portion of your property is being acquired, this offer will separate the amount for property acquired and the amount, if any, for damages to the remainder.

If there is a portion of your property which is considered by the Department to be an uneconomic remainder, you will have the right to receive an offer from the Department to acquire the remainder.

Appraisals are made for the mutual benefit of property owners and the Department. The agent does not attempt to bargain or "horse trade" for a lesser amount. The agent is not authorized to go higher than the appraised value unless certain values or damage items have been overlooked in the appraisal. If this is the case, please bring it to the attention of the agent so it can be discussed with the appraiser.

The agent will explain the requirements of the Department and present the written offer. The agent will submit to the owner a contract providing for the payment price offered by the state, a deed providing for the conveyance of the necessary right-of-way, and a payment document. The Department will give you a reasonable amount of time to consider the offer and ask questions or seek clarification of anything that is not understood.

To complete the transaction, the owner will execute these documents. The documents will then be returned to the Department for final review and approval.

The Department will pay all closing costs associated with the conveyance of the property being acquired including the following reasonable and necessary costs:

- Recording fees, transfer taxes, documentary stamps, evidence of title, surveys, and similar expenses incidental to this property transaction.
- Penalty costs or charges for prepayment of pre-existing recorded mortgages.
- The pro rata share of real estate taxes allocated to the period after we own the property.

Payment

Upon approval of the documents, payment is then mailed directly to you, except in those instances where it is necessary to arrange for electronic payment.

There are basic administrative tasks which must be performed before the payment can actually be tendered, but every effort is made to insure you receive payment in the most expeditious manner.

The Department then proceeds with the recording of the deed in the county's record.

What if a price cannot be agreed upon?

If agreement cannot be reached, the eminent domain law must be used. The Department prepares all the applications and other documents necessary to institute formal condemnation proceedings. They are filed with the office of the county court in the county where the land is located.

The prospects of a condemnation should not cause fear or apprehension. The eminent domain law provides a means of settlement of honest disagreement and protects you as well as the Department.

With proper notification to you, the county court appoints three local property owners as a Board of Appraisers. After viewing your property, the Board of Appraisers listens to your statements (or those of your representative) and those of the Department. A formal report of their findings of value is filed with the county judge. This hearing is conducted at no expense to you unless you hire an attorney or other representative.

If you or the Department are not satisfied with the award of the Board of Appraisers, either may appeal to District Court for determination by a jury.

The award by the Board of Appraisers is paid by the Department directly to the County Court. You may then secure your payment from the County Court after the specified appeal period has lapsed. In the event either you or the Department should elect to appeal the award, special arrangements may be made through the Department's attorneys to withdraw the amount of the Department's original written offer.

In some extreme and seldom occurring circumstances, you may be eligible for certain expenses if a Court decides that we cannot condemn your property, if we abandon a

Who may file a Title VI Complaint?

A complaint may be filed by any individual or group that believes they have been subjected to discrimination or retaliation based on their race, color, national origin, sex, age, disability/handicap and/or income level. The complaint may be filed by the affected party or representative and must be received in writing.

How to File a Complaint

You may file a written complaint within 180 days from the date of the alleged discrimination.

The complaint should include:

1. Your name, address and telephone number. If you are filing on behalf of another person, include their name, address, telephone number and your relation to the person (e.g. friend, attorney, parent, etc.)
2. The name and address of the agency, institution or department you believe discriminated against you.
3. Your signature.
4. A description of how, why and when you believe you were discriminated against. Include as much background information as possible about the alleged acts of discrimination.
5. The names of individuals whom you allege discriminated against you, if you know them.
6. The names of any persons, if known, that NDOT could contact for additional information to support or clarify your allegations.

Your complaint must be signed, dated and submitted to the Highway Civil Rights Coordinator.

What will happen if the recipient retaliates against me for asserting my rights or filing a complaint?

A recipient is prohibited from retaliating against you or any person because he or she reported an unlawful policy or practice, or made charges, testified or participated in any complaint action under Title VI.

What is a Recipient?

Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession the District of Columbia, or Puerto Rico, to whom Federal Assistance is extended either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof. The term recipient does not include any ultimate beneficiary under any such program.

Non-discrimination Statement

Under Title VI of the Civil Rights Act of 1964 and related statutes, the Nebraska Department of Transportation ensures that no person shall, on the grounds of race, color, national origin, age, disability or sex, be excluded from participation in, denied the benefits or services of, or be otherwise subjected to discrimination in all programs, services or activities administered by the Nebraska Department of Transportation.

Highway Civil Rights

Nebraska Department of Transportation
Chris Hassler, Highway Civil Rights Coordinator
1500 Highway 2, PO Box 94759
Lincoln, Nebraska 68509

Phone: 402-479-3553 Fax: 402-479-3728
Email: christopher.hassler@nebraska.gov

Your Rights Under

Title VI

Of the Civil Rights Act of 1964

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

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

What Is Title VI of the Civil Rights Act and the Title VI Program?

Title VI of the Civil Rights Act of 1964 is the Federal law that protects individuals and groups from discrimination on the basis of their race, color, and national origin in programs and activities that receive Federal financial assistance. This also includes other civil rights provisions of Federal Statutes and related authorities to the extent that they prohibit discrimination in programs and activities receiving Federal financial aid.

Pursuant to *Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987* and other non-discrimination authorities, it is the policy of the Nebraska Department of Transportation that discrimination on the grounds of race, color, national origin, disability/handicap, sex, age or income status shall not occur in connection with programs or activities receiving Federal financial assistance.

What discrimination is prohibited by the FHWA Title VI Program?

Discrimination under our Title VI Program is an act (action or inaction), whether intentional or unintentional, through which a person or group, solely because of race, color, national origin, disability/ handicap, sex, age or income status has been otherwise subjected to unequal treatment or impact, under any program or activity receiving financial assistance from FHWA.

Many forms of illegal discrimination based on the grounds identified above do exist that can limit the opportunity for individuals and groups to gain equal access to services and programs. In operating FHWA-assisted programs, a recipient cannot discriminate either directly or through contractual or other means by:

- Denying programs, services, financial aids or other benefits.
- Providing different programs, services, financial aids or other benefits, or providing them in a manner different from that provided to others.
- Segregating or separately treating individuals or groups in any matter related to the receipt of any program, service, financial aid or benefit.
- Denying person(s) the opportunity to participate as a member of a planning, advisory or similar body.
- Denying person(s) the opportunity to participate in the program through the provision of services, or affording the opportunity to do so differently from those afforded others.

Environmental Justice

In 1994, President Clinton signed *Executive Order 12898: Federal Action to Address Environmental Justice in Minority Populations and Low-income Populations,* which focused attention on Title VI by providing that, "each agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations."

Title VI & Limited English Proficiency (LEP)

The Federal government, and those receiving assistance from the Federal government, must take reasonable steps to ensure that persons of Limited English Proficiency (LEP) have meaningful access to the programs, services and activities of those entities. This will require recipients to create solutions to address the needs of this ever-growing population of individuals for whom English is not their primary language.

Who is an LEP Person?

Persons who do not speak English as their primary language and have a limited ability to read, speak, write or understand English may be considered Limited English Proficient or LEP. These individuals may be entitled to language assistance with respect to a particular type of service, benefit or encounter. Anyone requiring assistance may contact the Highway Civil Rights Coordinator.

Highway Civil Rights

Nebraska Department of Transportation
Chris Hassler, Highway Civil Rights Coordinator
1500 Highway 2, PO Box 94759
Lincoln, Nebraska 68509

Phone: 402-479-3553 Fax: 402-479-3728
Email: christopher.hassler@nebraska.gov

The State shall deposit with the County Court and make available to the property owner the amount of the appraiser award before the State shall take physical possession of the property. If neither party appeals to the District Court, the money is available to the landowner after 30 days from the filing of the award by the Board of Appraisers. The landowner should make inquiry of the County Court as to when the award was filed.

If either the landowner or the Department of Transportation is not satisfied with the report, either may appeal to the District Court for a determination of value by a jury. In the event of such an appeal by either party, it is the usual practice of the landowner to retain an attorney to represent him/her for the jury trial in District Court.

Prior to the hearing date, the landowner may accept the Department of Transportation's offer, and the eminent domain proceedings will be dismissed.

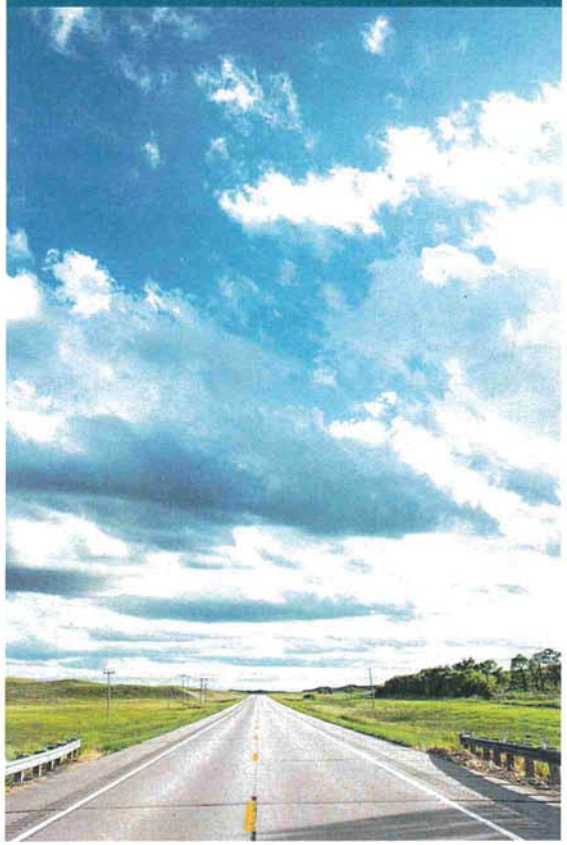
EMINENT DOMAIN

"NDOT understands our responsibility to private property owners. In designing and constructing the most efficient and safest roads systems possible, the department does everything it can to avoid new acquisitions for right-of-way..."

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

NDOT Right of Way Division
P.O. Box 94759
Lincoln, NE 68509-4759
1-800 764-0422

What is Eminent Domain?



Eminent Domain is the power of a government agency to acquire private property for public use, following the payment of just compensation to the owner of that property. Action via eminent domain indicates the government is taking ownership of the property or some lesser interest in it, such as a temporary easement. The most common uses of real property acquired through eminent domain are for public utilities, or transportation purposes such as highway right-of-way (ROW).

What is Condemnation?

The term "condemnation" is used to describe the formal act of the exercise of the power of eminent domain to transfer title to the property from a private owner to the government through the court system. This use of the word should not be confused with its sense of a declaration that property is uninhabitable due to defects. Throughout these proceedings, the property owner has the right of due process. After the condemnation action is filed the amount of just compensation is determined in the appropriate county or district court system.

Eminent Domain Protects Citizen's Rights

Eminent domain is meant to protect the rights of private property owners. For example the Fifth Amendment to the U.S. Constitution was drafted to protect property rights by explicitly mandating limitations on the exercise of eminent domain: "just compensation" must be paid for private property acquired for "public use." The Fourteenth Amendment established the "Due Process Clause." This specifies when governments acquire private property they are required to follow well documented procedures. Property must then be devoted to a public use and the property owner must be quickly compensated, making the owner as whole as possible through restoration or remuneration.

How is Compensation Determined?

American courts have held that the preferred measure of "just compensation" is "fair market value," i.e., the price that a willing buyer would pay a willing seller in a voluntary transaction, with both parties fully informed of the property's features. Also, this approach takes into account the property's highest and best use (i.e., its most profitable, legal, and economically feasible use). Just compensation is determined through a process of certified review of a real property appraisal or approved valuation methods.

The Uniform Act

The Uniform Relocation Assistance and Real Property Acquisition Act of 1970, often referred to as the Uniform Act or the URA, was written to ensure fair treatment of those displaced by federally-funded programs.

It also was intended to make the process of determining just compensation standard and uniform. Most states, including Nebraska, have enacted similar legislation which mirrors the language of the URA.

The Negotiation Process

When property is being sought for right-of-way acquisition, the Nebraska Department of Transportation (NDOT) agents will assist in guiding and advising the owner through this process. The procedure starts when an agent sends a packet of information to the property owner(s) and tenant(s). This packet includes a design plan map and the appraisal of the property; additionally a contract, deed, and additional materials are included to help inform you in the acquisition and payment process. If you find the offer satisfactory, the property owner can sign the documents in the indicated places and return them in the postage prepaid envelope.

An agent should call within a few days of the mailing to ensure the offer packet has arrived. The agent will ask to meet with you to explain the details of the project, the valuation and the offer. While the offer is based on the fair market value as established by the appraiser, and just compensation set by the reviewer, it is the property owner's right to disagree with their findings. The agent may address those concerns and discuss solutions to make the owner's property rights "whole" again. The owner may present a reasonable and prudent counter-offer.

While the agent has been given deadlines to meet to complete the project, the URA specifically requires the property owner be given a reasonable amount of time to contemplate the offer. In general this reasonable time has been interpreted to be about a month; however the property owner should never feel harassed, pressured, or deceived into making a decision. Occasionally an agreement cannot be reached even after a reasonable amount of time and several contacts between property owner and agent. In those cases the file will be turned over to the Nebraska State Attorney General's office to file eminent domain procedures.

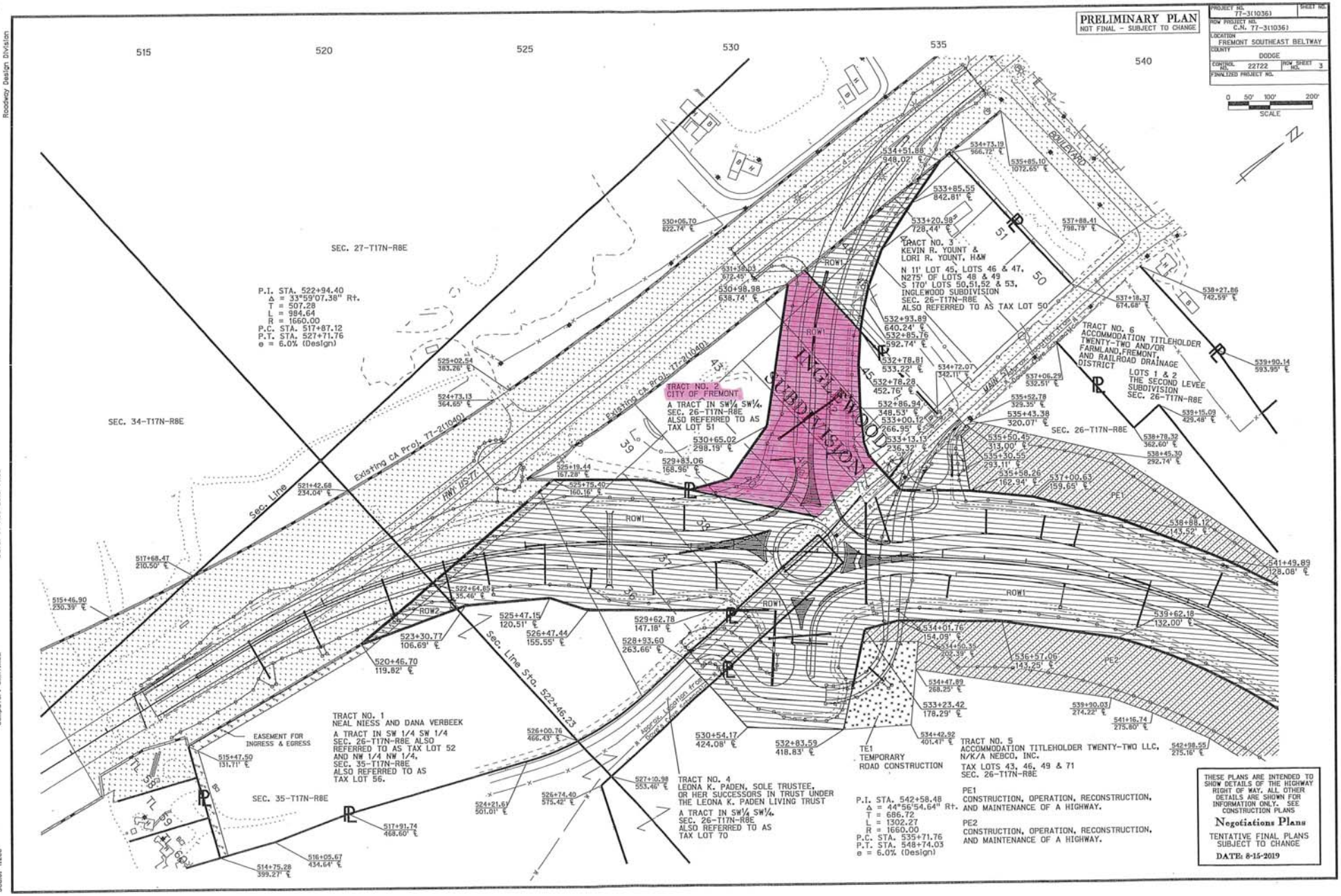
What is the Eminent Domain Procedure?

This is a general outline of the steps taken to acquire property by eminent domain. This statement should not be considered as a complete statement of all laws and procedures governing eminent domain.

When agreement with the property owner cannot be reached, appropriate documents commencing eminent domain proceedings are filed by the State Attorney General on behalf of NDOT with the County Court where the property is located. The Judge then appoints three local property owners, who are familiar with local real property values, as a Board of Appraisers.

After proper notification to the landowner of the time and place of hearing, the appointed Board of Appraisers views the property and listens to statements of the landowner or his representatives as to their opinion of land value and damages and to statements of the Department of Transportation's representatives. The appointed Board of Appraisers then files a formal report of their findings of value with the County Court.

While the landowner is not required to attend the hearing, it is in your best interest to do so. The landowner may elect to present a statement to the Board of Appraisers or may wish to retain an attorney to represent him. Unless the landowner elects to retain an attorney, the above described hearing is conducted at no expense to the landowner.


PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE
PROJECT NO. 77-3(1036)
SHEET NO.
ROW PROJECT NO. C.N. 77-3(1036)
LOCATION FREMONT SOUTHEAST BELTWAY
COUNTY DODGE
CONTROL NO. 22722
ROW SHEET NO. 3
FINALIZED PROJECT NO.
0 50' 100' 200'
SCALE
N
515
520
525
530
535
540
SEC. 27-T17N-R8E
SEC. 34-T17N-R8E
SEC. 35-T17N-R8E
SEC. 26-T17N-R8E
P.I. STA. 522+94.40
Δ = 33°59'07.38" Rt.
T = 507.28
L = 984.64
R = 1660.00
P.C. STA. 517+87.12
P.T. STA. 527+71.76
e = 6.0% (Design)
Sec. Line
Existing CA Proj. 77-2(1040)
HWY US-77
Sec. Line Sta. 522+46.23
INGLEWOOD SUBDIVISION
BOULEVARD
MAIN ST.
TRACT NO. 2
CITY OF FREMONT
A TRACT IN SW¼ SW¼,
SEC. 26-T17N-R8E
ALSO REFERRED TO AS
TAX LOT 51
TRACT NO. 3
KEVIN R. YOUNT &
LORI R. YOUNT, H&W
N 11' LOT 45, LOTS 46 & 47,
N275' OF LOTS 48 & 49
S 170' LOTS 50,51,52 & 53,
INGLEWOOD SUBDIVISION
SEC. 26-T17N-R8E
ALSO REFERRED TO AS TAX LOT 50
TRACT NO. 6
ACCOMMODATION TITLEHOLDER
TWENTY-TWO AND/OR
FARMLAND, FREMONT,
AND RAILROAD DRAINAGE
DISTRICT
LOTS 1 & 2
THE SECOND LEVEE
SUBDIVISION
SEC. 26-T17N-R8E
TRACT NO. 1
NEAL NIESS AND DANA VERBEEK
A TRACT IN SW 1/4 SW 1/4
SEC. 26-T17N-R8E ALSO
REFERRED TO AS TAX LOT 52
AND NW 1/4 NW 1/4,
SEC. 35-T17N-R8E
ALSO REFERRED TO AS
TAX LOT 56.
EASEMENT FOR
INGRESS & EGRESS
TRACT NO. 4
LEONA K. PADEN, SOLE TRUSTEE,
OR HER SUCCESSORS IN TRUST UNDER
THE LEONA K. PADEN LIVING TRUST
A TRACT IN SW¼ SW¼,
SEC. 26-T17N-R8E
ALSO REFERRED TO AS
TAX LOT 70
TE1
TEMPORARY
ROAD CONSTRUCTION
P.I. STA. 542+58.48
Δ = 44°56'54.64" Rt.
T = 686.72
L = 1302.27
R = 1660.00
P.C. STA. 535+71.76
P.T. STA. 548+74.03
e = 6.0% (Design)
TRACT NO. 5
ACCOMMODATION TITLEHOLDER TWENTY-TWO LLC,
N/K/A NEBCO, INC.
TAX LOTS 43, 46, 49 & 71
SEC. 26-T17N-R8E
PE1
CONSTRUCTION, OPERATION, RECONSTRUCTION,
AND MAINTENANCE OF A HIGHWAY.
PE2
CONSTRUCTION, OPERATION, RECONSTRUCTION,
AND MAINTENANCE OF A HIGHWAY.
THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS
Negotiations Plans
TENTATIVE FINAL PLANS SUBJECT TO CHANGE
DATE: 8-15-2019
Roadway Design Division
Date: 14-AUG-2019 14:56
User: tsteffen
Computer: GMATIMSE
File: 227220-03.dgn
Scale: 1:200

CITY OF FREMONT, NEBRASKA
ORDINANCE NO. 2019-5510
(Sale of City Owned Real Estate)

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, PERTAINING TO THE SALE AND CONVEYANCE OF REAL ESTATE OWNED BY THE CITY OF FREMONT, NEBRASKA TO THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, PURSUANT TO NEBRASKA STATE LAW.

BE IT ORDAINED by The Mayor and City Council of the City of Fremont, Nebraska;

Section 1. The City of Fremont, Nebraska owns certain reals estate located in Fremont, Nebraska legally described as:

> A tract of land located in the Southwest Quarter of the Southwest Quarter of Section 26, Township 17 North, Range 8 East of the Sixth Principal Meridian, Dodge County, Nebraska, described as follows:
>
> Beginning at the Northwest Corner of Tax Lot 51 on the East line of the Existing Highway 77 Right-of-Way; Thence Easterly, along the North line of Tax Lot 51, a distance of 198.00 Feet; thence Southeasterly, deflecting 45 degrees, 41 Min, 55 Sec, right, a distance of 80.46 feet; thence Southeasterly, deflecting 05 degrees, 07 min, 43 sec, Left, a distance of 104.59 feet; thence Southeasterly, deflecting 04 degrees, 25 min, 35 sec, left, a distance of 82.64 feet; thence Southeasterly, deflecting 13 degrees, 50 min, 29 sec, left, a distance of 33.28 feet; thence Easterly, deflecting 21 Degrees, 58 min, 18 sec, left, a distance of 37.55 feet, to the West line of the existing Main Street Right-of-Way; thence Southerly, deflecting 90 degrees, 00 min, 00 sec, right, along said West line of the existing Main Street Right-of Way, a distance of 190.77 feet; thence Westerly, deflecting 90 degrees, 00 min, 00 sec, right, along said existing Main Street Right-of-Way, a distance of 14.00 feet; thence Southwesterly, deflecting 35 degrees, 14 min, 15 sec, left a distance of 309.17 feet; thence Northeasterly, deflecting 151 degrees, 23 min, 40 sec, right a distance of 98.13 feet; thence Northwesterly, deflecting 38 degrees, 46 min, 58 sec, left, a distance of 153.03 feet; thence Northwesterly deflecting 26 degrees, 41 min, 30 sec, left, a distance of 342.24 feet, to the East Right-of-Way line of Highway 77; thence Northerly, deflecting 43 degrees, 30 min, 36 sec, right, along said East Right-of-Way line of Highway 77, a distance of 51.58 feet, to the Point of Beginning, containing 2.81 Acres, More or Less

Section 2. The City Council of the City of Fremont, Nebraska hereby finds and determines that it is necessary and desirable to sell the Property, consisting of approximately 2.81 acres of land owned by the City of Fremont, Nebraska to the State of Nebraska, Nebraska Department of Transportation, pursuant to the terms of and in compliance with Nebraska Revised Statutes § 16-202.

Section 3. The terms upon which the City of Fremont, Nebraska shall sell the subject real estate to the State of Nebraska, Nebraska Department of Transportation, shall require a purchase price of Twenty Thousand Sixty Dollars and Zero Cents, ($20,060.00). The sale of such real estate to the State of Nebraska, Nebraska Department of Transportation is subject to the following conditions:

a) The City of Fremont, Nebraska compliance with the requirements of Nebraska Revised Statutes § 16-202, which requires the publication of the intent of the City to sell the subject real estate and no remonstrance filed by thirty percent (30%) of the voting public in objection thereto;
b) Upon successful completion of the remonstrance period, the Mayor is authorized to sign all said purchase agreements and documents.

The terms of such sale are contained in the proposed Real Estate Purchase Agreements attached as Exhibit "A" and incorporated by this reference.

Section 4. The Ordinance shall be in full force and effect from and after its final passage and publication as required by law. In accordance with Nebraska Revised Statutes § 16-202, the Notice of the proposed sale shall be published for three (3) consecutive weeks in a legal newspaper published in and of general circulation in the City of Fremont, Nebraska.

PASSED AND APPROVED THIS 29th DAY OF OCTOBER, 2019

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

THE CITY OF FREMONT
THE PATHFINDER
GEN. JOHN C. FRÉMONT
JUNE 17. 1871.

EXHIBIT "A"
Real Estate Purchase Agreement

(See Attached)

4821-1375-3951, v. 1

OWNERS COPY

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

ACQUISITION CONTRACT

Copies to:
1. Right of Way Division, NDOT
2. Owner (NDOT Approved)
3. Owner
4. District

Project No.: **77-3(1036)**
Project Name: **Fremont Southeast Beltway**
Control No.: **22722**
Tract No.: **2**

THIS CONTRACT, made and entered into this _____ day of _____, 20 _____ by and between **City of Fremont**,
Address: **400 E. Military Avenue, Fremont NE 68025**, hereinafter called the OWNER, and the Nebraska Department of Transportation, hereinafter called the STATE.

RIGHT OF WAY

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the STATE, a deed which will be prepared and furnished by the STATE, to certain real estate described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TAX LOT 51 ON THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY; THENCE EASTERLY, ALONG THE NORTH LINE OF TAX LOT 51, A DISTANCE OF 198.00 FEET; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 41 MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE SOUTHEASTERLY, DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 104.59 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS, LEFT, A DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50 MINUTES, 29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21 DEGREES, 58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY; THENCE SOUTHERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY, A DISTANCE OF 190.77 FEET; THENCE WESTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID EXISTING MAIN STREET RIGHT-OF-WAY, A DISTANCE OF 14.00 FEET; THENCE SOUTHWESTERLY, DEFLECTING 35 DEGREES, 14 MINUTES, 15 SECONDS, LEFT, A DISTANCE OF 309.17 FEET; THENCE NORTHEASTERLY, DEFLECTING 151 DEGREES, 23 MINUTES, 40 SECONDS, RIGHT, A DISTANCE OF 98.13 FEET; THENCE NORTHWESTERLY, DEFLECTING 38 DEGREES, 46 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 153.03 FEET; THENCE NORTHWESTERLY DEFLECTING 26 DEGREES, 41 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 342.24 FEET, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 77; THENCE NORTHERLY, DEFLECTING 43 DEGREES, 30 MINUTES, 36 SECONDS, RIGHT, ALONG SAID EAST RIGHT-OF-WAY LINE OF HIGHWAY 77, A DISTANCE OF 51.58 FEET, TO THE POINT OF BEGINNING, CONTAINING 2.81 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH,

RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 398.00 FEET, TO A POINT ON THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY; THENCE NORTHERLY, DEFLECTING 88 DEGREES, 02 MINUTES, 34 SECONDS, LEFT, ALONG SAID EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY, A DISTANCE OF 376.10 FEET, TO THE SOUTH PROPERTY LINE OF THE GRANTOR(S) AND THE POINT OF BEGINNING; THENCE NORTHEASTERLY, DEFLECTING 40 DEGREES, 56 MINUTES, 39 SECONDS, RIGHT, ALONG THE SOUTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 221.23 FEET; THENCE NORTHEASTERLY, DEFLECTING 12 DEGREES, 09 MINUTES, 00 SECONDS, RIGHT, ALONG SAID SOUTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 113.83 FEET; THENCE NORTHEASTERLY, DEFLECTING 28 DEGREES, 36 MINUTES, 21 SECONDS, LEFT, A DISTANCE OF 98.13 FEET; THENCE NORTHWESTERLY, DEFLECTING 38 DEGREES, 46 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 153.03 FEET; THENCE NORTHWESTERLY, DEFLECTING 26 DEGREES, 41 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 342.24 FEET, TO THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY AND THE POINT OF TERMINATION; THENCE NORTHERLY, DEFLECTING 43 DEGREES, 30 MINUTES, 36 SECONDS, RIGHT, ALONG THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY, A DISTANCE OF 51.58 FEET, TO THE NORTH PROPERTY LINE OF THE GRANTOR(S); THENCE EASTERLY, DEFLECTING 85 DEGREES, 28 MINUTES, 38 SECONDS, RIGHT, ALONG SAID NORTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 198.00 FEET, TO THE POINT OF RESUMPTION; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 41 MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE SOUTHEASTERLY, DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 104.59 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS, LEFT, A DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50 MINUTES, 29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21 DEGREES, 58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY AND POINT OF TERMINATION.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS HEIRS, SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

The STATE agrees to purchase the above described Right of Way and/or Easement(s) and to pay, therefore, upon the delivery of said executed Deed and/or Easement(s). If the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

2.81ac of Special Use at $6,000.00/ac	**$16,860.00**
Light Pole Removal	**$2,000.00**
Chain Link Fence	**$1,200.00**
TOTAL	**$20,060.00**

It is agreed and understood that the STATE is hereby granted an immediate right of entry upon the premises described above.

Any fence constructed, reconstructed or moved by Owner/Tenant pursuant to this acquisition must be placed outside of the limits of State property. It is expressly agreed that any fence erected along the new property line by Owner/Tenant will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the STATE, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of $10.00 by the STATE to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the STATE, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the STATE.

Duly executed this ____ day of _____, A.D. 20____.

City of Fremont, Nebraska

_____, _____
Acknowledging Member, Agent or Manager **(Title)**

_____
Print or type name of Acknowledging Member, Agent or Manager

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, A.D., 20_____, before me, a General Notary Public, duly commissioned and qualified, personally came _____

_____ to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as Grantor(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

_____
Notary Public

[ ]

NOTARY STAMP HERE

[ ]

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
CN: 22722
Tract No.: 2

STATE OF NEBRASKA

DEPARTMENT OF TRANSPORTATION

By _____

Brendon Schmidt - Right of Way Manager

Date _____

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
CN: 22722
Tract No.: 2

Nebraska Department of Transportation - Right of Way Division

Civil Rights Survey

The Federal Highway Administration *(FHWA)* works collaboratively with the Nebraska Department of Transportation *(NDOT)* to protect the rights of those impacted by transportation projects receiving Federal-aid by ensuring that applicable laws, regulations, and policies are being complied with. As stated under 23 CFR 200.9, NDOT has the responsibility to uphold the rules relating to the civil rights of impacted citizens and affected communities by highway construction projects.

23 CFR 200.9 b 4 is the reason for this survey and is written as follows:

Sec. 200.9 State highway agency responsibilities.

(a) State assurances in accordance with Title VI of the Civil Rights Act of 1964.

(1) Title 49, CFR part 21 (Department of Transportation Regulations for the implementation of Title VI of the Civil Rights Act of 1964) **requires assurances from States that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives Federal assistance from the Department of Transportation, including the Federal Highway Administration.**

(b) State actions. (1) Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the State highway agency. This unit shall contain a Title VI Equal Employment Opportunity Coordinator or a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

(4) Develop procedures for the collection of statistical data **(race, color, religion, sex, and national origin)** of participants in, and beneficiaries of State highway programs, i.e., relocatees, impacted citizens and affected communities.

This Civil Rights Survey is intended to ensure that NDOT is collecting the statistical data needed to assure Federal Compliance. Answering these questions is ***entirely voluntary***. You are requested to return this form to the NDOT, whether you choose to complete it or not.

Race/Color:

☐ White ☐ Hispanic/Latino ☐ Black ☐ American Indian/Alaskan Native

☐ Asian ☐ Native Hawaiian/Other Pacific Islander ☐ Multi-racial

☐ Other: _____

Religion: _____

Sex: ☐ Male ☐ Female

National Origin: _____

Project Number: 77-3 (1036))

Tract Number: 2

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

Affidavit

I, _____, the undersigned, swear or affirm that the following is true and accurate to the best of my knowledge:

1. I am the_____ for_____,
   (title) (name of organization)
   organized in accordance with the laws of the State of _____ and/ or lawfully operating in the State of Nebraska; and

2. In that capacity or by resolution of the_____
   (governing body)
   dated _____, _____, I am authorized to sign any and all documentation on behalf of the above named entity regarding the sale or use of property rights in general or specifically with the State of Nebraska - Department of Transportation project as noted at the close of this page.

Dated this _____ day of _____, 20_____.

_____
Signature

_____
Print Name

State of _____)
) ss
County of _____)

Subscribed and sworn before me this _____ day of _____, 20_____.

_____
Notary Public

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
Control Number: 22722
Tract No.: 2

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

ACQUISITION CONTRACT

Copies to:
1. Right of Way Division, NDOT
2. Owner (NDOT Approved)
3. Owner
4. District

Project No.: **77-3(1036)**
Project Name: **Fremont Southeast Beltway**
Control No.: **22722**
Tract No.: **2**

THIS CONTRACT, made and entered into this _____ day of _____, 20 _____ by and between **City of Fremont**,
Address: **400 E. Military Avenue, Fremont NE 68025**, hereinafter called the OWNER, and the Nebraska Department of Transportation, hereinafter called the STATE.

RIGHT OF WAY

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby agrees to execute to the STATE, a deed which will be prepared and furnished by the STATE, to certain real estate described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TAX LOT 51 ON THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY; THENCE EASTERLY, ALONG THE NORTH LINE OF TAX LOT 51, A DISTANCE OF 198.00 FEET; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 41 MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE SOUTHEASTERLY, DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 104.59 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS, LEFT, A DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50 MINUTES, 29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21 DEGREES, 58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY; THENCE SOUTHERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY, A DISTANCE OF 190.77 FEET; THENCE WESTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID EXISTING MAIN STREET RIGHT-OF-WAY, A DISTANCE OF 14.00 FEET; THENCE SOUTHWESTERLY, DEFLECTING 35 DEGREES, 14 MINUTES, 15 SECONDS, LEFT, A DISTANCE OF 309.17 FEET; THENCE NORTHEASTERLY, DEFLECTING 151 DEGREES, 23 MINUTES, 40 SECONDS, RIGHT, A DISTANCE OF 98.13 FEET; THENCE NORTHWESTERLY, DEFLECTING 38 DEGREES, 46 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 153.03 FEET; THENCE NORTHWESTERLY DEFLECTING 26 DEGREES, 41 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 342.24 FEET, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 77; THENCE NORTHERLY, DEFLECTING 43 DEGREES, 30 MINUTES, 36 SECONDS, RIGHT, ALONG SAID EAST RIGHT-OF-WAY LINE OF HIGHWAY 77, A DISTANCE OF 51.58 FEET, TO THE POINT OF BEGINNING, CONTAINING 2.81 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH,

RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 398.00 FEET, TO A POINT ON THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY; THENCE NORTHERLY, DEFLECTING 88 DEGREES, 02 MINUTES, 34 SECONDS, LEFT, ALONG SAID EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY, A DISTANCE OF 376.10 FEET, TO THE SOUTH PROPERTY LINE OF THE GRANTOR(S) AND THE POINT OF BEGINNING; THENCE NORTHEASTERLY, DEFLECTING 40 DEGREES, 56 MINUTES, 39 SECONDS, RIGHT, ALONG THE SOUTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 221.23 FEET; THENCE NORTHEASTERLY, DEFLECTING 12 DEGREES, 09 MINUTES, 00 SECONDS, RIGHT, ALONG SAID SOUTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 113.83 FEET; THENCE NORTHEASTERLY, DEFLECTING 28 DEGREES, 36 MINUTES, 21 SECONDS, LEFT, A DISTANCE OF 98.13 FEET; THENCE NORTHWESTERLY, DEFLECTING 38 DEGREES, 46 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 153.03 FEET; THENCE NORTHWESTERLY, DEFLECTING 26 DEGREES, 41 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 342.24 FEET, TO THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY AND THE POINT OF TERMINATION; THENCE NORTHERLY, DEFLECTING 43 DEGREES, 30 MINUTES, 36 SECONDS, RIGHT, ALONG THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY, A DISTANCE OF 51.58 FEET, TO THE NORTH PROPERTY LINE OF THE GRANTOR(S); THENCE EASTERLY, DEFLECTING 85 DEGREES, 28 MINUTES, 38 SECONDS, RIGHT, ALONG SAID NORTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 198.00 FEET, TO THE POINT OF RESUMPTION; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 41 MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE SOUTHEASTERLY, DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 104.59 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS, LEFT, A DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50 MINUTES, 29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21 DEGREES, 58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY AND POINT OF TERMINATION.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO ITS HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO MINERALS, IN OR ON THE ABOVE DESRIBED REAL PROPERTY. SAID GRANTOR AND/OR ITS HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR ITS HEIRS, SUCESSORS AND ASSIGNS IN EXTRACTING SAID MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.

The STATE agrees to purchase the above described Right of Way and/or Easement(s) and to pay, therefore, upon the delivery of said executed Deed and/or Easement(s). If the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

2.81ac of Special Use at $6,000.00/ac	**$16,860.00**
Light Pole Removal	**$2,000.00**
Chain Link Fence	**$1,200.00**
TOTAL	**$20,060.00**

It is agreed and understood that the STATE is hereby granted an immediate right of entry upon the premises described above.

Any fence constructed, reconstructed or moved by Owner/Tenant pursuant to this acquisition must be placed outside of the limits of State property. It is expressly agreed that any fence erected along the new property line by Owner/Tenant will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the STATE, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of $10.00 by the STATE to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the STATE, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the STATE.

Duly executed this ____ day of _____, A.D. 20____.

City of Fremont, Nebraska

_____, _____
Acknowledging Member, Agent or Manager **(Title)**

_____
Print or type name of Acknowledging Member, Agent or Manager

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, A.D., 20_____, before me, a General Notary Public, duly commissioned and qualified, personally came _____

_____ to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as Grantor(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written

_____
Notary Public

[ ]

NOTARY STAMP HERE

[ ]

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
CN: 22722
Tract No.: 2

STATE OF NEBRASKA

DEPARTMENT OF TRANSPORTATION

By _____

Brendon Schmidt - Right of Way Manager

Date _____

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
CN: 22722
Tract No.: 2

FOR REGISTER OF DEEDS USE ONLY
Return to: Karla Smith
Nebraska Dept. of Transportation, R.O.W. Division
Box 94759
Lincoln, NE 68509-4759

WARRANTY DEED

PROJECT: 77-3(1036) **C.N.: 22722** **TRACT: 2**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT: **City of Fremont**

hereinafter known as the Grantor, for and in consideration of the sum of **ONE AND NO/100----($1.00)----DOLLAR AND OTHER VALUABLE CONSIDERATION** in hand paid does hereby grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, the following described real property;

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TAX LOT 51 ON THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY; THENCE EASTERLY, ALONG THE NORTH LINE OF TAX LOT 51, A DISTANCE OF 198.00 FEET; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 41 MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE SOUTHEASTERLY, DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 104.59 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS, LEFT, A DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50 MINUTES, 29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21 DEGREES, 58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY; THENCE SOUTHERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY, A DISTANCE OF 190.77 FEET; THENCE WESTERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG SAID EXISTING MAIN STREET RIGHT-OF-WAY, A DISTANCE OF 14.00 FEET; THENCE SOUTHWESTERLY, DEFLECTING 35 DEGREES, 14 MINUTES, 15 SECONDS, LEFT, A

WARRANTY DEED

PROJECT: 77-3(1036) C.N.: 22722 TRACT: 2

DISTANCE OF 309.17 FEET; THENCE NORTHEASTERLY, DEFLECTING 151 DEGREES, 23 MINUTES, 40 SECONDS, RIGHT, A DISTANCE OF 98.13 FEET; THENCE NORTHWESTERLY, DEFLECTING 38 DEGREES, 46 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 153.03 FEET; THENCE NORTHWESTERLY DEFLECTING 26 DEGREES, 41 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 342.24 FEET, TO THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 77; THENCE NORTHERLY, DEFLECTING 43 DEGREES, 30 MINUTES, 36 SECONDS, RIGHT, ALONG SAID EAST RIGHT-OF-WAY LINE OF HIGHWAY 77, A DISTANCE OF 51.58 FEET, TO THE POINT OF BEGINNING, CONTAINING 2.81 ACRES, MORE OR LESS.

THERE WILL BE NO INGRESS OR EGRESS OVER THE FOLLOWING DESCRIBED CONTROLLED ACCESS LINE LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 398.00 FEET, TO A POINT ON THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY; THENCE NORTHERLY, DEFLECTING 88 DEGREES, 02 MINUTES, 34 SECONDS, LEFT, ALONG SAID EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY, A DISTANCE OF 376.10 FEET, TO THE SOUTH PROPERTY LINE OF THE GRANTOR(S) AND THE POINT OF BEGINNING; THENCE NORTHEASTERLY, DEFLECTING 40 DEGREES, 56 MINUTES, 39 SECONDS, RIGHT, ALONG THE SOUTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 221.23 FEET; THENCE NORTHEASTERLY, DEFLECTING 12 DEGREES, 09 MINUTES, 00 SECONDS, RIGHT, ALONG SAID SOUTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 113.83 FEET; THENCE NORTHEASTERLY, DEFLECTING 28 DEGREES, 36 MINUTES, 21 SECONDS, LEFT, A DISTANCE OF 98.13 FEET; THENCE NORTHWESTERLY, DEFLECTING 38 DEGREES, 46 MINUTES, 58 SECONDS, LEFT, A DISTANCE OF 153.03 FEET; THENCE NORTHWESTERLY, DEFLECTING 26 DEGREES, 41 MINUTES, 30 SECONDS, LEFT, A DISTANCE OF 342.24 FEET, TO THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY AND THE POINT OF TERMINATION; THENCE NORTHERLY, DEFLECTING 43 DEGREES, 30 MINUTES, 36 SECONDS, RIGHT, ALONG THE EAST LINE OF THE EXISTING HIGHWAY 77 RIGHT-OF-WAY, A DISTANCE OF 51.58 FEET, TO THE NORTH PROPERTY LINE OF THE GRANTOR(S); THENCE EASTERLY, DEFLECTING 85 DEGREES, 28 MINUTES, 38 SECONDS, RIGHT, ALONG SAID NORTH PROPERTY LINE OF THE GRANTOR(S), A DISTANCE OF 198.00 FEET, TO THE POINT OF RESUMPTION; THENCE SOUTHEASTERLY, DEFLECTING 45 DEGREES, 41 MINUTES, 55 SECONDS, RIGHT, A DISTANCE OF 80.46 FEET; THENCE SOUTHEASTERLY, DEFLECTING 05 DEGREES, 07 MINUTES, 43 SECONDS, LEFT, A DISTANCE OF 104.59 FEET; THENCE SOUTHEASTERLY, DEFLECTING 04 DEGREES, 25 MINUTES, 35 SECONDS, LEFT, A DISTANCE OF 82.64 FEET; THENCE SOUTHEASTERLY, DEFLECTING 13 DEGREES, 50 MINUTES, 29 SECONDS, LEFT, A DISTANCE OF 33.28 FEET; THENCE EASTERLY, DEFLECTING 21 DEGREES, 58 MINUTES, 18 SECONDS, LEFT, A DISTANCE OF 37.55 FEET, TO THE WEST LINE OF THE EXISTING MAIN STREET RIGHT-OF-WAY AND POINT OF TERMINATION.

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WARRANTY DEED

PROJECT: 77-3(1036) C.N.: 22722 TRACT: 2

TO HAVE AND TO HOLD said real property, hereby known to include real estate together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, and to its successors and assigns forever.

Said Grantor does hereby covenant with THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, and with its successors and assigns; that said Grantor is lawfully seized of said real property; that said real property is free from encumbrance; that said Grantor is duly authorized to sell said real property; that said Grantor warrants and will defend that title to said real property against the lawful claims of all persons, whomsoever.

WARRANTY DEED

PROJECT: 77-3(1036) C.N.: 22722 TRACT: 2

Duly executed this ____ day of _____, A.D. 20____.

City of Fremont

by

_____
Authorized Officer or Agent

_____ , _____
Print name of Authorized Officer or Agent and Title

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,

A.D., 20_____, by _____ , _____ ,
(Signer of instrument) (Title of officer or agent)

of _____ , on behalf of the corporation.
(Name of Corporation)

_____
Notary Public

[ ]

[ ]

STATE OF NEBRASKA W-9 & ACH ENROLLMENT FORM

PLEASE SUBMIT FORM TO INVOICED AGENCY

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following boxes:
☐ Individual ☐ Sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate
☐ Non-Profit Entity ☐ Government (Local, State or Federal)
☐ Limited Liability Company. Enter the tax classification (C = C Corporation, S = S Corporation, P = Partnership) _____
☐ Other (see instructions) _____

Note: Enter the owner's name on line 1 and mark the appropriate federal tax classification box for disregarded entities.

4 Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____

5 Address:

Remit Address (if different):

6 City, state, and ZIP code

City, state, and ZIP code

Taxpayer Identification Number (TIN):

Social Security Number (SSN): _____-_____-_____ **OR** Employer Identification Number (EIN): _____-_____

Certification:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding due to failure to report interest and dividend income, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

For additional instructions please refer to http://www.irs.gov/pub/irs-pdf/fw9.pdf to obtain a copy of the IRS Form W-9 General Instructions.

Signature of US Person: _____ Date: _____

Printed Name: _____ Contact Phone: _____

Comments or Business/Entity Notes:

ACH Enrollment: (Rev. December 2014)

☐ Initial Setup ☐ Change ☐ Close Account

This information is REQUIRED to process ACH payments. Without this information, your payment may be delayed.

Financial Institution Name:	Nine Digit Routing Number:	Prior Routing Number: *	☐ Check here if the bank is outside of the United States.
Address:	Depositor Account Number:	Prior Account Number: *	☐ Check here if our payments to you are being forwarded from a U.S. financial institution to a financial institution in another country
City, state and ZIP code:	Type of Account: ☐ Checking ☐ Savings	* Prior ACH instructions are required to be completed if changing/updating your ACH instructions with the State of Nebraska.	

This account will be used for all payments by the State of Nebraska unless specified here: _____

E-mail: _____
(Used for ACH payment notifications.)

Authorized Individual or Entity Signature:	**Attachment Required!** (Select and attach **one** of the following items for verification):
Printed Name:	☐ Blank check (voided) or ☐ Photocopy of a cleared check
Title:	☐ Letter or statement from your financial institution
Date	☐ Vendor invoice or letter which contains printed ACH instructions

Internal Use Only: **Project Number: 77-3(1036) Control Number: 22722 Tract Number: 2**

Nebraska Department of Transportation - Right of Way Division

Civil Rights Survey

The Federal Highway Administration *(FHWA)* works collaboratively with the Nebraska Department of Transportation *(NDOT)* to protect the rights of those impacted by transportation projects receiving Federal-aid by ensuring that applicable laws, regulations, and policies are being complied with. As stated under 23 CFR 200.9, NDOT has the responsibility to uphold the rules relating to the civil rights of impacted citizens and affected communities by highway construction projects.

23 CFR 200.9 b 4 is the reason for this survey and is written as follows:

Sec. 200.9 State highway agency responsibilities.

(a) State assurances in accordance with Title VI of the Civil Rights Act of 1964.

(1) Title 49, CFR part 21 (Department of Transportation Regulations for the implementation of Title VI of the Civil Rights Act of 1964) **requires assurances from States that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives Federal assistance from the Department of Transportation, including the Federal Highway Administration.**

(b) State actions. (1) Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the State highway agency. This unit shall contain a Title VI Equal Employment Opportunity Coordinator or a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

(4) Develop procedures for the collection of statistical data (**race, color, religion, sex, and national origin**) of participants in, and beneficiaries of State highway programs, i.e., relocatees, impacted citizens and affected communities.

This Civil Rights Survey is intended to ensure that NDOT is collecting the statistical data needed to assure Federal Compliance. Answering these questions is ***entirely voluntary***. You are requested to return this form to the NDOT, whether you choose to complete it or not.

Race/Color:

☐ White ☐ Hispanic/Latino ☐ Black ☐ American Indian/Alaskan Native

☐ Asian ☐ Native Hawaiian/Other Pacific Islander ☐ Multi-racial

☐ Other: _____

Religion: _____

Sex: ☐ Male ☐ Female

National Origin: _____

Project Number: 77-3 (1036)

Tract Number: 2

RESOLUTION NO. 2020-098

A Resolution of the City Council of the City of Fremont, Nebraska, approving a contribution of $5 million to Nebraska Department of Transportation (NDOT) towards the additional costs of the SE Beltway.

WHEREAS, the City of Fremont agreed to contribute $20 million to NDOT for the completion of the SE Beltway south of Fremont by the end of 2023; and,

WHEREAS, the bids NDOT received to build the SE Beltway exceeded cost estimates by $20 million; and,

WHEREAS, NDOT asked the City to contribute $10 million towards the additional costs of the SE Beltway; and,

WHEREAS, the City is partnering with Dodge County, Costco, Wholestone Farms and Fremont Beef to fund the additional $10 million request by NDOT.

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council approve a contribution of $5 million, split into three equal payments over three years, to NDOT towards the additional costs of the SE Beltway. The contribution is contingent on NDOT moving forward with construction of the SE Beltway.

PASSED AND APPROVED THIS 12th DAY OF MAY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: May 26, 2020

SUBJECT: Change to Section 11-601.A of the UDC

Recommendation: Hold third reading of Ordinance 5532

Background:

The City Attorney proposes the following red-lined change to Section 11-601.A in order to provide clarity:

> 11-601.A *Purpose*. The purpose of this article is to establish the general standards for the character, scale, density (residential), and intensity (nonresidential and mixed use) of development that is allowed within each zoning district set out in Section 11-403*, Zoning Districts*~~.~~, except Planned Developments. See Section 11-405.07.D for standards of Planned Developments.

Changes are not proposed to section 11-405 regarding criteria for planned developments. Planned developments must currently meet those standards.

The initial drafting of the Unified Development Code began in 2013. At that time the draft code proposed more housing types and zoning districts than the Unified Development Code that was finally adopted and took effect in 2019. In 2013, the proposed residential zoning districts included Agriculture (AG), Rural Residential (RR), Suburban Residential (SR), Neighborhood Conservation (NC), General Residential (GR), High Density Residential (HR), and Urban Residential (UR). Some of the drafts included a planned development overlay district and some did not.

The above mentioned draft included “Lot/Neighborhood Types” of single family detached, zero lot line, cluster planned, manufactured home, duplex, townhouse, executive townhouse, executive apartment, urban townhouse, and, urban loft. There was not a category called “multi-family.” The code didn’t define any of the above. Additionally, there was a “Planned” lot/neighborhood type specified in the Rural Residential, Suburban Residential, and General Residential districts, but there was not a separate “Planned Development” district proposed in the draft.

Table 15-402.03, which later became Table 11-602.03 in the adopted code, refers to a mix of housing types in cluster, planned and traditional neighborhoods. However, when the code was adopted the “executive townhouse, executive apartment, urban townhouse and urban loft were removed. A “planned neighborhood” is referenced, but not defined in the drafts. It is mentioned in the tables analogous to 11-601.A, even when the draft did not contain a planned development district.

The table was ill-defined in the drafts, and remains ill-defined in the adopted UDC.

The existing sections of the UDC, 11-405 related to planned developments, and 11-601 to 11.602.03 are attached for reference. Also attached are excerpts from one of the drafts of the UDC to provide context.

Exhibit A, Planned Development District Requirements (emphasis added to sections)

Sec. 11-405.07. - Planned Development (PD) District.

A. *General Purpose and Description.* The purpose of the planned development regulations is to encourage flexibility in the use and development of land in order to promote its most appropriate use; to provide a high level of urban amenities; to preserve the quality of the natural environment; and to provide flexibility in the development of land subject to development standards coordinated with the provisions of necessary public services and facilities.

B. *Pre-Application Review* . Prior to filing an application, the application shall be reviewed by the zoning administrator. Zoning administrator review is for the purpose of providing information to the applicant prior to their entering into binding contractual commitments or incurring substantial expense in the preparation of plans, surveys or other data.

C. *Application of Planned Development (PD) District Provisions* . An application for a planned development district is considered the same as a zoning change, and is therefore made to the planning commission and city council in the same manner that an application for zoning change is made according to these regulations.

1. The application for PD zoning shall be accompanied by a development site plan, the appropriate filing fee, along with a list of supplemental development regulations, which will become a part of the amending ordinance and be referenced on the zoning map. Changes in the development site plan or supplemental development regulations shall be considered the same as changes in the zoning map. The proposed application and site plan shall be processed as required except that minor changes, which do not cause any of the following circumstances to occur, may be authorized by the zoning administrator, or his/her designee:

   a. A five percent or greater increase in the gross floor areas of structures;

   b. Any substantial and material changes in external effects on adjacent property, such as noise, heat, light, glare and vibration;

   c. A five percent or greater increase in the height of structures;

   d. A five percent or greater reduction in the originally approved setbacks from property lines; and/or

   e. A five percent or greater reduction in the ratio of off-street parking and loading spaces.

2. The zoning administrator may prepare a written report analyzing the development site plan, and such report may be provided to the planning commission and the applicant prior to the public hearing. Upon recommendation by the planning commission, the request shall be forwarded to the city council for consideration.

3. Approval of a PD district shall constitute an amendment to the zoning ordinance. Designation of a property as a PD district, in accordance with an approved development plan, shall supersede all existing and prior zoning classifications. Such property shall for zoning purposes be identified by the letters "PD" followed by an identifying number, said number coinciding with the ordinance enacting the same.

D. *Standards.* All PD districts shall, at a minimum, satisfy the following standards and requirements:

1. *Uses Permitted.* The development plan shall specify, both for the project as a whole and/or for subareas within the project, as appropriate, those principal and accessory uses as are to be permitted, identified as permitted uses, conditional uses, and prohibited uses. The city council may include or exclude uses from the development plan or include uses with attached conditions as appropriate to achieve the intent of these provisions.

   In making its determinations of the uses to be permitted within the PD district, the city council may consider the compatibility and relationship of uses within the project, the compatibility and relationship of permitted uses adjoining or in proximity to the PD district, the appropriateness of

permitted uses for the area in general and their overall impact on the community, and the consistency of the permitted uses with other adopted plans and policies.

2. *Intensity of Development.* The development plan shall contain provisions to regulate the intensity of development within the PD district. Such provisions may apply to the project as a whole or to subareas within the project, as appropriate.

   a. For residential development, the density of residential dwelling units within a PD district shall be computed in accordance with a formula identified as part of the development plan. Such density formula shall be accompanied by supporting documentation and logic behind the density formula.

      The permitted number of dwelling units may be distributed in any manner over the residential portion of the project consistent with the intent and provisions of these regulations. The development plan shall specify distribution of residential density for the project as a whole or for subareas within the project as appropriate. In making its determination regarding the distribution of residential densities, the city council may consider compatibility of residential densities with other uses within the district as well as outside the district, the impact of residential densities on public facilities and services, and the consistency with the master plan, the comprehensive plan, and/or other adopted plans and policies.

   b. For non-residential development, the intensity of development may be regulated:

      1. By specifying an appropriate FAR;
      2. By specifying maximum square footage or gross leasable area;
      3. By specifying setbacks, height and bulk restrictions; or
      4. By a combination of such restrictions for the project as a whole or for components or subareas within the project.

3. *Bulk, Area and Height Requirements.* The development plan shall specify bulk, area and height restrictions for the project as a whole and for subareas and/or components of the project as appropriate. The city council may impose alternate or additional standards or restrictions to achieve the intent of these regulations. In making its determination regarding such standards or restrictions, the city council may consider the character and scale of the proposed development as it relates to other uses and structures both within the district and outside the district, the general character and scale of similar developments within the area of the proposal, and the consistency with adopted plans and policies.

4. *Public Facilities.* The development plan shall specify conditions, restrictions and standards relating to the timely provisions of necessary public facilities as appropriate. The city council may impose conditions, restrictions and standards as appropriate to achieve the intent of these regulations. In making its determination regarding such conditions, restrictions and standards, the city council may consider the adequacy of existing facilities, the timely provision of adequate facilities and the overall cost to the community.

5. *Access to Public Thoroughfares.* The development plan shall specify the location and general design of ingress and egress to the project along with access restrictions as appropriate. The city council may impose such access standards and restrictions as necessary to protect the integrity and function of the city's thoroughfare system and to otherwise achieve the intent of these regulations. In making its determination regarding such access standards and restriction, the council may consider the classification and function of the thoroughfare system, existing and projected traffic volumes, the condition and design of the affected thoroughfares, the effect of the proposed development on traffic flow and circulation patterns on other adopted plans and policies.

6. *Off-Street Parking and Loading Requirements.* Unless specifically modified by the development plan, the off-street parking and loading requirements contained within these regulations shall apply. Reductions in off-street parking and loading standards shall be approved only if it can be

demonstrated that parking demand will be less due to density and/or occupancy characteristics of the project and/or the availability of public transportation.

7. *Signs.* Unless specifically modified by the development plan, the sign regulations contained within these regulations shall apply. Modifications to the sign regulations shall be approved only if the general intent to the sign regulations regarding size, location, illumination, structural integrity and relation to surrounding uses is satisfied.

8. Perimeter Treatment. The development plan shall specify any special treatment of perimeter areas designed to mitigate the impact of the project upon adjoining properties and/or to achieve an appropriate transition between land uses and densities. The city council may impose those standards and requirements for perimeter treatment it deems necessary to protect adjoining properties from adverse effects and to achieve an appropriate transition of land uses and densities.

E. *Application process.*

1. *Procedure.* Applications for PD district designation shall be processed pursuant to a three-step review process as specified in this subsection. The three-step procedure shall include:

   a. A pre-application conference with the zoning administrator;

   b. A preliminary development plan (planning commission); and

   c. A final development plan (city council).

2. *Pre-application conference.* The pre-application conference is an informal procedure to assist the applicant in meeting various requirements of the city and to provide an early preview of the application.

3. *Preliminary development plan.* Upon satisfying the pre-application conference requirement, an applicant may submit an application to the planning commission. The following information shall, at a minimum, be included in the application:

   a. A legal description of the site proposed for PD designation, including a statement regarding present ownership and present zoning;

   b. A master conceptual plan that indicates lot or tract locations and dimensions; density per gross and per net acres in the development and in each land use component, if appropriate; the intensity of land use in the development and each land use component, if appropriate; the amount of land in common area open space, recreation use or public use, if appropriate; and the treatment of project boundaries;

   c. Written text which includes supporting graphics describing the overall concept of the plan; the uses included and any limitations upon uses; building types and prototypical site layouts, if appropriate; provisions for maintenance of common areas; any proposed agreements, dedications or easements; any proposed private covenants and restrictions; and any other information required by this subsection or pertinent to a determination of compliance with this subsection;

   d. A circulation plan that indicates roads adjoining the property; the location of access from public roads into the project; and vehicular and pedestrian circulation systems within the project (the circulation plan may be included as part of the master conceptual plan);

   e. An improvement plan that indicates water supply and distribution facilities as well as the source of the water supply; sewage collection and disposal including method and location of sewage discharge; methods and facilities for the management of storm water runoff; improvements to streets and roads; and any other physical improvements required to support the project;

   f. A statistical summary that indicates the number of acres in the project; the number of acres allocated to each land use within the project; the gross and net residential density within the project and within each land use component of the project; and floor area, FAR's, open space

ratios, and other data relating the intensity of the development to the site size and location; and

g. A parking analysis showing that the total parking demand for uses in the Planned Development District does not exceed the total supply of available parking spaces.

h. The following elements may be required at the request of the planning commission:

1. A sign plan which indicates the location, size and design and other pertinent provisions relating to signs within the project;

2. A parking plan which shows the number of parking spaces as well as their general location and design; and/or

3. An environmental impact statement indicating possible problem areas within the site as well as solutions to these problems as intended by the developer.

4. *Final development plan.* The city council, after public hearing and proper notice to all parties affected, and after recommendation from the planning commission, shall review the planned development zoning request for final approval.

Exhibit B 11.602.01- 11.602.03

Sec. 11-602.01. - Development standards.

A. *Generally.* The minimum or average lot size, minimum open space ratio, maximum gross density, minimum area of development, and utility requirements for each district and neighborhood type are as set out in Table 11-602.01., *Residential Development Standards* .

B. *Application.* These standards apply to all subdivisions or resubdivisions of property and to all residential developments including but not limited to single-family detached, single-family attached, and multiple family developments.

C. *Interpretation of Table.* The table may be interpreted as follows:

1. District and Neighborhood Type sets out the zoning districts (shaded in gold) and the individual neighborhood types permitted within them.
2. Minimum or Average Lot Size sets out the minimum or average lot size that is used to establish the gross density for each neighborhood type. (See Table 11-602.02.01., *Single-Family Detached Lot and Building Standards* and Table 11-602.02.02., *Single-Family Attached and Multiple Family Lot and Building Standards* for the lot dimensions, setbacks, and building heights and coverage ratios.)
3. Repealed.
4. Maximum Gross Density sets out the maximum number of dwelling units per acre for each district and neighborhood type.
5. Minimum Area of Development sets out the minimum area of land required to develop a neighborhood.
6. Utility Requirement sets out whether on-site utilities (well and septic) are allowed or whether public utilities are required for each neighborhood type. This requirement is based on the minimum lot size and gross density of development.

Table 11-602.01.
Residential Development Standards

District and Neighborhood Type	Development Standards			
	Minimum or Average Lot Size	Maximum Gross Density	Minimum Area of Development	Utility Requirement
Farm	20 ac.	0.05	n/a	Public [2]
Acreage	10 ac.	0.10	n/a	Public [2]
Ranchette	3 ac.	0.33	n/a	Public [2]
Planned	1 ac.	1.00	3 acres	Public
Lake	n/a [3]	1.00	3 acres	Public [2]
Estate	3 ac.	0.33	n/a	Public [2]
Cluster	1 ac.	1.00	3 acres	Public
Planned	14,000 sf.	3.11	1 acre	Public
Standard I	11,000 sf.	3.69	23,610 sf.	Public

Standard II	8,000 sf.	4.27	20,403 sf.	Public
Duplex	4,500 sf.	4.84	18,000 sf.	Public
Townhouse	3,500 sf.	5.42	24,111 sf	Public
Mulitfamily	2,750 sf.	6.00	1 acre	Public
Auto-Urban Residential (AR), Suburban Commercial (SC), General Commercial (GC), and Campus/University (CU)				
Cluster	1 ac.	1.00	3 acre	Public
Planned	12,000 sf.	3.63	1 acre	Public
Standard I	8,750 sf.	5.30	17,500 sf.	Public
Standard II	5,750 sf.	6.98	12,481 sf.	Public
Duplex	3,250 sf.	8.65	10,072 sf.	Public
Townhouse	2,500 sf.	10.33	12,651 sf	Public
Multifamily	1,750 sf.	12.00	21,780 sf.	Public
Urban Residential (UR), and Downtown Commercial (DC)				
Planned	10,000 sf.	4.36	1 acre	Public
Standard I	6,750 sf.	8.28	13,500 sf.	Public
Standard II	3,500 sf.	12.21	7,135 sf.	Public
Duplex	2,250 sf.	16.14	5,398 sf.	Public
Townhouse	1,500 sf.	20.07	6,511 sf.	Public
Mulitfamily	1,000 sf.	24.00	10,890 sf.	Public
Mobile Home (MH)				
Mobile Home [4]	4,500 sf.	9.68	3 acres. [4, 5]	Public

TABLE NOTES:

1. In certain circumstances, a greater open space ratio may be required to protect floodplains. In each district, the planned neighborhood offers the highest density with the greatest amount of open space for resource protection purposes. See Section 11-405.02., Floodway (FW) Overlay and Flood Fringe (FF) Overlay Districts.
2. On-site utilities (well and septic) are allowed where approved by the zoning administrator as part of the site plan approval process.
3. Unit area requirements shall be set forth by a Condominium or Property Owners Association as part of Condominium or Property Owners Declaration, and shall be governed by the same, so long as all other development standards identified herein are satisfied.
4. The maximum size of a mobile home park or subdivision is 15 acres.
5. Tornado shelters shall be provided in mobile home parks and subdivisions. The shelter(s) shall be built according to the recommendations of the Civil Defense authority and of sufficient size to meet the specific needs of the park and its residents.

(Ord. No. 5453, 7-31-18)

Sec. 11-602.02. - Lot and building standards for individual housing types.

The lot and building standards for each district and housing type are set out in Table 11-602.02.01., *Single-Family Detached Lot and Building Standard* ;i§\i; and Table 11-602.02.02., *Single-Family Attached and Multiple Family Lot and Building Standards* .

Table 11-602.02.01.
Single-Family Detached Lot and Building Standards

District and Neighborhood Type	Minimum						Maximum		
	Lot Dimension		Setbacks				Building		Impervious Coverage Ratio
	Area [1]	Width [1]	Front Yard	Side Yard	Street Yard	Rear Yard	Height	Coverage Ratio	
Rural (R)									
Farm	20 ac.	600'	50'	15'	25'	25'	45'	5%	10%
Acreage	10 ac.	500'	50'	15'	25'	25'	45'	5%	10%
Ranchette	3 ac.	250'	50'	15'	25'	25'	35'	15%	20%
Planned	1 ac.	125'	50'	12'	25'	25'	35'	25%	30%
Lake	N/A [2]						35'	25%	30%
Suburban Residential (SR)									
Estate	3 ac.	250'	50'	15'	25'	25'	35'	15%	20%
Cluster	1 ac.	125'	50'	12'	25'	25'	35'	25%	30%
Planned	14,000 sf.	90'	35'	8'	18'	18'	35'	35%	40%
Standard I	11,000 sf.	70'	25'	5'	13'	15'	35'	40%	50%
Standard II	8,000 sf.	55'	20'	5'	10'	15'	35'	40%	50%
Auto-Urban Residential (AR), Suburban Commercial (SC), General Commercial (GC), and Campus/University (CU)									
Cluster	1 ac.	100'	50'	12'	25'	25'	35'	25%	30%
Planned	12,000 sf.	75'	35'	8'	18'	18'	35'	35%	40%
Standard I	8, 750 sf.	55'	25'	5'	13'	15'	35'	40%	50%
Standard II	5,750 sf.	40'	20'	5'	10'	15'	35'	40%	50%
Urban Residential (UR), and Downtown Commercial (DC)									
Planned	10,000 sf.	65'	25'	5'	13'	15'	35'	35%	40%
Standard I	6,750 sf.	45'	20'	5'	10'	15'	35'	40%	50%
Standard II	3,500 sf.	30'	15'	5'	8'	10'	35'	40%	50%

Mobile Home (MH)									
Mobile Home (Single-Wide)	4,500 sf.	45'	15'	6'	10'	10'	20'	40%	50%
Mobile Home (Double-Wide)	5,500 sf.	55'	15'	6'	10'	10'	20'	40%	50%
Mobile Home (Triple-Wide)	6,500 sf.	65'	15'	6'	10'	10'	20'	40%	50%

TABLE NOTES:
1. For single-family detached housing types, lot area and lot width are measured per dwelling.
2. Unit building standards shall be set forth by a Condominium or Property Owners Association as part of Condominium or Property Owners Declaration, and shall be governed by the same, so long as all other development standards identified herein are satisfied.

(Ord. No. 5443, 4-24-18)

Table 11-602.02.02.
Single-Family Attached and Multiple Family Lot and Building Standards

District and Neighborhood Type	Minimum						Maximum		
	Lot Dimension		Setbacks				Building		Impervious Coverage Ratio
	Area [1]	Width [1]	Front Yard	Side Yard	Street Yard	Rear Yard	Height	Coverage Ratio	
Suburban Residential (SR)									
Duplex	4,500 sf.	35'	25'	5'	13'	15'	35'	40%	50%
Townhouse	3,500 sf.	30'	20'	0'	10'	15'	35'	55%	60%
Multifamily	2,750 sf.	90'	35'	8'	18'	18'	35'	65%	70%
Auto-Urban Residential (AR), Suburban Commercial (SC), General Commercial (GC), and Campus/University (CU)									
Duplex	3,250 sf.	27'	25'	5'	13'	20'	35'	40%	50%
Townhouse	2,500 sf.	20'	20'	0'	10'	15'	35'	55%	60%
Multifamily	1,750 sf.	75'	35'	8'	18'	18'	45'	65%	70%
Urban Residential (UR), and Downtown Commercial (DC)									
Duplex	2,250 sf.	22'	20'	5'	10'	15'	35'	40%	50%
Townhouse	1,500 sf.	20'	20' [3]	0'	10' [3]	15'	35'	55%	60%

Multifamily	1,000 sf.	65'	25' [3]	5'	13' [3]	15'	55'	65%	70%

TABLE NOTES:
1. For duplex and townhouse types, lot area and lot width are measured per unit.
2. A setback of 20 feet is required from the building line to the face of garage doors.
3. Townhouses and multifamily dwellings may be required to be built on the front and side property line (the "build-to lines"), in accordance with subsection 11-503.01.D. *DC District Setbacks* , and subsection 11-624.03.O., *Relationship to Adjacent Properties* .

Sec. 11-602.03. - Mix of housing types in planned neighborhoods.

Planned neighborhoods shall include a mix of housing types, subject to the number of dwelling units in the development. Set out in Table 11-602.03., *Housing Mix Requirements,* is the mix of housing types that are allowed in planned neighborhoods. When calculating the percentage of each housing type in a proposed development, normal rounding is allowed. Individual housing types that may be included in the mix are set out in Table 11-602.02.01., *Single-Family Detached Lot and Building Standards* and Table 11-602.02.02., *Single-Family Attached and Multiple Family Lot and Building Standards* above.

Table 11-602.03.
Housing Mix Requirements

Number of Dwelling Units in Planned Neighborhoods	Number of Housing Types	Percentage of Any Housing Type	
	Minimum	Maximum	Minimum
Less than 15	1	100	20
16 to 30	2	75	25
31 to 89	3	55	15
90 to 149	4	50	10
150 or more	4	50	10

Exhibit C- excerpt from online draft of the UDO- Note the highlighted paragraphs were not included in the adopted UDC

Sec. 15-402 Standards for New Neighborhoods

A. **Purpose**. The purpose of this Section is to set out the standards for the development of new residential neighborhoods.

B. **Application**. The development yield and lot and building standards for each residential district are determined as follows:

1. *Development Yield.*

   Application. The standards set out in Subsection 15-402.01., *Development Standards*, shall be used to determine the buildable area and maximum number of dwelling units that may be developed for each district and neighborhood type. This is derived by multiplying the size (in acres) of the parcel proposed for development by the required minimum open space and maximum gross density.

   a. *Standards*. The standards set out in Table 15-402.01., *Residential Development Standards* include:

      1. Minimum or average lot size;
      2. Minimum open space ratio;
      3. Maximum gross density;
      4. Minimum area of development; and
      5. Utility requirements.

2. *Lot and Building Dimensions.*

   a. Standards. The standards set out in Table 15-402.02.01, *Single-Family Detached Lot and Building Standards* and Table 15-402.02.02, *Single-Family Attached and Multiple Family Lot and Building Standards* which include:

      1. Minimum lot area and width;
      2. Minimum front, interior and street side, and rear yard setbacks; and
      3. Maximum building height and coverage ratio.

   b. *Application*. Once the total allowable number of dwelling units is determined for the applicable district and neighborhood type, the lot and building standards for the applicable housing type establish the required dimensions for their construction. (***This paragraph not included in adopted version)***

3. *Accessory Buildings and Structures.* Set out in Subsection 15-414.03., *Accessory Buildings and Structures*, and Section 15-416, *Height and Area Exceptions*, are additional standards and exceptions that may apply in both new and established neighborhoods.

15-402.01. Development Standards.

A. **Generally**. The maximum gross density and average lot size, open space, and utility requirements for each district and neighborhood type are as set out in Table 15-402.01.,*Residential Development Standards*.

B. **Application**. These standards apply to all subdivisions or resubdivisions of property that create at least two buildable lots and to all single-family attached or multiple family developments with at least two dwelling units on a single parcel. ***(The adopted UDC has different language)***

C. **Use of Neighborhood and Housing Types**. Each low density residential district (including RR, SR, and GR) includes alternative neighborhood types and the high density residential (HR) District includes alternative housing types. Any neighborhood or housing type within a district may be developed by-right, subject to the standards of this Section. The allowable housing types in each district are set out in Table 15-402.02.01, *Single-Family Detached Lot and Building Standards* and Table 15-402.02.02, *Single-Family Attached and Multiple Family Lot and Building Standards*.***(This paragraph was not included in the adopted UDC)***

15-402.02. Lot and Building Standards for Individual Housing Types.

The lot and building standards for each district and housing type are set out in Table 15-402.02.01, *Single-Family Detached Lot and Building Standards* and Table 15-402.02.02, *Single-Family Attached and Multiple Family Lot and Building Standards*.

A. **Low Density Residential**. Single-family detached dwellings are permitted in the AG, RR, SR, and GR Districts. The lot area and width; front, interior and street side, and rear setbacks; building height and coverage ratio; and impervious coverage ratio are established for each neighborhood type within these districts. Zero lot line dwellings are permitted in cluster and planned developments in the GR District.

B. **Moderate and High Density Residential**. Single-family attached and multiple family dwellings are permitted in the cluster and planned neighborhoods in the GR District, as well as in the HR and UR Districts. The lot area and width; front, interior and street side, and rear setbacks; building height and coverage ratio; and impervious coverage ratio are established for each neighborhood type in the GR District and each housing type in the HR and UR Districts. (***These paragraphs were not included in the adopted UDC)***

15-402.03. Mix of Housing Types in Cluster and Planned Neighborhoods.

Cluster neighborhoods may and planned and traditional neighborhoods shall include a mix of the housing types, subject to the number of dwelling units in the development. Set out in Table 15-402.03., *Housing Mix Requirements,* is the mix of housing types that are allowed in cluster and required in planned and traditional neighborhoods. When calculating the percentage of each housing type in a proposed development, normal rounding is allowed. Individual housing types that may be included in the mix are set out in Table 15-402.02.01, *Single-Family Detached Lot and Building Standards* and Table 15-402.02.02, *Single-Family Attached and Multiple Family Lot and Building Standards* above. ***(Highlighted areas not included in the UDC)***

ORDINANCE NO. 5532

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING EXHIBIT B OF ORDINANCE 5427, SPECIFICALLY PORTIONS OF THE UNIFIED DEVELOPMENT CODE (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 April 20, 2020 and subsequently by the City Council on April 28, 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. Amendment to Chapter 11 section 11-601.A of the Fremont Municipal Code pertaining to the standards of development to exclude Planned Developments is hereby adopted as attached in Exhibit A.

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 26th DAY OF May, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

EXHIBIT A

Sec. 11-601. - Purpose and Application.

A. *Purpose.* The purpose of this article is to establish the general standards for the character, scale, density (residential), and intensity (nonresidential and mixed use) of development that is allowed within each zoning district set out in Section 11-403, *Zoning Districts*, except Planned Developments. See Section 11-405.07.D for standards of Planned Developments.

B. *Application.* This article establishes regulations for lots or tracts proposed for development or redevelopment, which is organized for new and established residential neighborhoods and nonresidential and mixed use development.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: May 26, 2020

SUBJECT: Revised Bluestem Commons Planned Development

Recommendation: Hold third reading of Ordinance 5528.

Background:

The City Council held first reading on this item on March 10, 2020 and the developer requested that the Planned Development, Preliminary Plat and Final Plat be held over until the changes to Section 11-601 of the Unified Development Code were brought forward by the City Attorney.

The Planned Development Agreement, Preliminary Plat and Final Plat will be scheduled on the May 26, 2020 agenda so that all of the related actions can take place at the same meeting.

The developer has submitted revisions to the Bluestem Commons Planned Development by adding six (6) detached single family lots along Luther Road. The revised planned development is now proposed to contain 4 housing types: single family detached, duplex, townhouse and multi-family. The proportions of buildings meet the housing type requirements in Section 11-602.03, with a minimum of 10% of the buildings of one type and a maximum of 50% of a type.

Prior revisions moved the apartment buildings to the north and west portion of the property, removed the commercial lots at the intersection of County Road T and Luther Road, and revised the street and lot layout. The clubhouse site is proposed to be a mixed use by incorporating neighborhood commercial uses into the clubhouse.

An agreement for the Planned Development will be required as a part of this approval and is expected to be on the May 26, 2020 agenda.

History:
Initially, the Planning Commission held public hearings on November 18, 2019 and again on December 16, 2019. The Planning Commission did not act on the request in November and voted to recommend denial of the Planned Development with a 5-4 vote in December. The Planning Commissioners expressed concern about the design of the attached units and the density of the proposed project.

In response to the concerns expressed at the November 18, 2019 Planning Commission meeting, the proposed development was been revised to move the apartment buildings that were along Luther Rd an additional 20' to the west to provide an additional area for a landscape berm, landscape screen, and buffering along N. Luther Rd. In addition, the developer reduced the maximum number of multi-family apartment units from 288 to 272. The entire site plan, number of units and landscaping have been redesigned in the new plan.

At the February 18th Planning Commission meeting, the commission voted 5-1 to approve the revised planned development.

Review of Revised Proposal:

This is a request for a change of zone from R, Rural to PD, Planned Development. On property generally described as:

> THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY.

The property is zoned R, Rural. The property to the north, west and south are zoned R, Rural. The Ritz Lake subdivision is to the east which is zoned PD, Planned Development.

The revised planned development is proposed to contain 4 housing types: single family detached, duplex, townhouse and multi-family.

The proposal contains 6 single family detached lots; 54 duplex lots (27 buildings); 72 row house lots (18 buildings); and; 8 apartment buildings each containing between 30 and 34 units (maximum of 272 units) for a total of 404 units. Six townhouse lots were replaced with single family detached lots.

Based on the proportion of buildings, the mix of housing types is as follows:

Housing Type	**No. of Buildings**	**% of Total**
Single Family Detached	6	10.2%
Duplex	27	45.8%
Townhouse (3+ units)	18	30.5%
Multi-family (apartment)	8	13.5%
Total	59	100%

The single family, duplex, triplex and row house lots meet or exceed the minimum lot sizes in the UR, Urban Residential District.

The housing consists of single family, multi-family, two-family, three family and row-house housing with four or more units. Additionally, the narrative associated with the Planned Development indicates that there will be more than four elevations for the units. This meets the requirements of Section 11-602.03.

The commercial area at the corner of County Road T and Luther Road has been removed. Instead, an interior lot is provided that is proposed to contain a mix of commercial uses, a clubhouse and green space area to serve the development. These uses will be contained in one building.

The commercial/clubhouse building will have a maximum floor area ratio of .17 for a one story building or .34 for a two story building. The maximum gross building area would be 15,000 square feet for a one story building or 30,000 square feet for a two story building.

The narrative states that the commercial uses would be restricted to the following: Permitted uses shall include but are not limited to:

- Convenience Store/neighborhood market
- Restaurant/Coffee Shop (NO drive-thru window/automobile queueing lanes)
- Laundromat/dry cleaning
- Child Care Center
- Mail Services
- Office (Medical/Urgent Care, Insurance Agent, Lawyer, Accounting, Real Estate)
- Retail Service Establishment (Boutique Commercial, Salon/Spa)

Conditional uses shall include but are not limited to:

- General Merchandise Retail Sales Establishment
- Mixed Use
- Farmers' Market
- Financial services/Check Cashing
- Bar/Tavern

Prohibited uses shall include but are not limited to:

- Adult establishments
- Auto Sales and Service Establishments
- Automotive Repair Services/Car Wash
- Small Animal Veterinary Services
- Animal Grooming Facilities
- Financial Institutions (with drive-thru window/auto queueing lanes)
- Restaurant / Fast food (with drive-thru window/auto queueing lanes)
- Funeral Establishment/Funeral Home
- Small Animal Boarding Facilities
- Service Station

The Planning Commission will need to review and the City Council will need to approve an amendment to the PD if conditional uses are proposed.

An outlot with a storm water retention cell and a trail is located in the southwest corner of the property. The retention cell will be oversized to accommodate a "100 year" storm

event.

The overall design of the proposed Planned Development provides alternative housing types with amenities to appeal to a broad section of the Fremont market.

A homeowner's association will be established to maintain the outlots, detention cell and trail.

The Public Works Director had no comments on the revised plan.

The developer has provided easements as requested by the Utilities Department. Bicycle parking is shown on the site plan.

The Public Works Director previously noted that the sidewalks along outlots and common areas should be part of the public improvements and addressed in the subdivision agreement.

The police chief has no objections.

The proposal is consistent with the land use designation in the Comprehensive Plan and is consistent with neighboring uses.

The Future Land Use Map from the Comprehensive Plan shows the area as future residential use.

While the Comprehensive Plan does not designate mixed use districts, it does make reference to "Suburban Village" type development. A Suburban Village development is described as follows:

> "Outside of Downtown Fremont and along the major corridors, commercial uses should be designed at a neighborhood scale in clustered nodes. Rather than linear strips, these village centers will have much smaller building footprints than businesses found on 23rd Street, and they typically cater to neighborhood conveniences such as drug stores, professional services, and boutique retail uses…. Proposed locations include smaller commercial centers surrounded by neighborhoods.
>
> Development types
>
> - Mixed use (on single sites and within individual structures)
> - Attached residential dwellings
> - Live/work units
> - Commercial retail
> - Office
> - Public/institutional
> - Entertainment
> - Parking structures
> - Parks, plazas and civic spaces." (page 2.10)

The future land use section of the plan (page 2.24) describes policies for "Smaller

neighborhood commercial and mixed use villages." The policies include:

- "Smaller, neighborhood commercial and mixed use suburban villages should be sited in locations throughout the community. This type of development contrasts with the concentration of strip shopping malls along 23rd street, which have large building footprints and proportionately large parking lots, and thus, visual impacts.
- Sites for the suburban villages should be located at the intersections of collector or arterial streets and at the edge of neighborhood areas. Some villages may be integrated within neighborhoods where suitable sites exist and conditions are appropriate to balance compatibility with convenience…
- Village centers should have liberal open space and landscaping to enhance the neighborhood feel and to buffer between commercial and residential uses.
- Each village should be pedestrian focused and connected to the neighborhood sidewalk and trail system."

The proposed development adheres to the Comprehensive Plan principle that there should be "Diverse housing types and price points to accommodate a broad demographic and socioeconomic composition."

A recommended action in the Comprehensive Plan was to "pre-zone areas to the north and to the east (U.S. 30 bypass plus the U.S. 30 and 23rd Street interchange) to encourage multiple housing types offering higher-density housing options, more efficient land use, and preservation of open space."

The proposal is consistent with the policies in the Comprehensive Plan regarding affordable housing. Specifically, it adheres to the following policies:

•Regulatory and procedural impediments to affordable housing development should be evaluated and mitigated, when appropriate, to encourage developments of this nature.

•New multi-family housing developments should integrate affordable housing units so that their design complements the surrounding context.

The proposal is consistent with the policies related to compact, contiguous community form in the Comprehensive Plan. Those policies include:

•"The City will grow contiguously to manage the efficiency of public services and municipal infrastructure provision, to maintain a compact and well defined community form, and to oblige its fiscal responsibility."

The proposed subdivision adheres to the goal of placing development in areas where adequate public services and utility capacity are in place. Additionally, the proposed subdivision extends existing infrastructure and is designed to accommodate future growth to the north.

•"The street, sidewalk, and trail network should be continuous and citywide, connecting eastern neighborhoods and amenities to western ones, and northern

neighborhoods and amenities to southern ones."

The proposed development will install sidewalks along Luther and County Road A system of sidewalks and trails is proposed in the interior of the development.

•"The development pattern should promote walking and bicycling within neighborhoods and to neighborhood commercial centers and corridors."

The proposed development includes sidewalks and trails, including sidewalk connections to the proposed commercial areas.

The proposal is consistent with the Comprehensive Plan policies regarding the character preservation of street, block and school patterns. Those policies include:

•"The future land use plan and necessary zoning changes will guide future development character, which addresses the design and intensity of development, the arrangement of buildings and parking areas, and the preservation of open space. "

The proposed development is consistent with the future land use plan. The layout complies with zoning regulations. A substantial amount of open space is preserved.

•"The character of existing areas will be protected by requiring development of a compatible character or adequately transitioning and buffering areas of different character."

The proposed development is separated from adjacent residential development by Luther Road, a collector street. Additionally, the proposal includes a 30 foot landscaped buffer strip adjacent to the apartment units that abut Luther Road. This is also consistent with the Land Use Planning Framework goal for streetscape and intersection improvements in this corridor.

•"New streets must provide direct connections to already developed areas by way of continuing collector streets and providing access to and through the development."

The proposed development provides street connections as required.

This proposal is consistent with the Comprehensive Plan policies regarding land use compatibility and buffering. Those policies include:

•"New development will be compatible with existing and well-established neighborhoods through appropriate use, site design, and patterns of development."

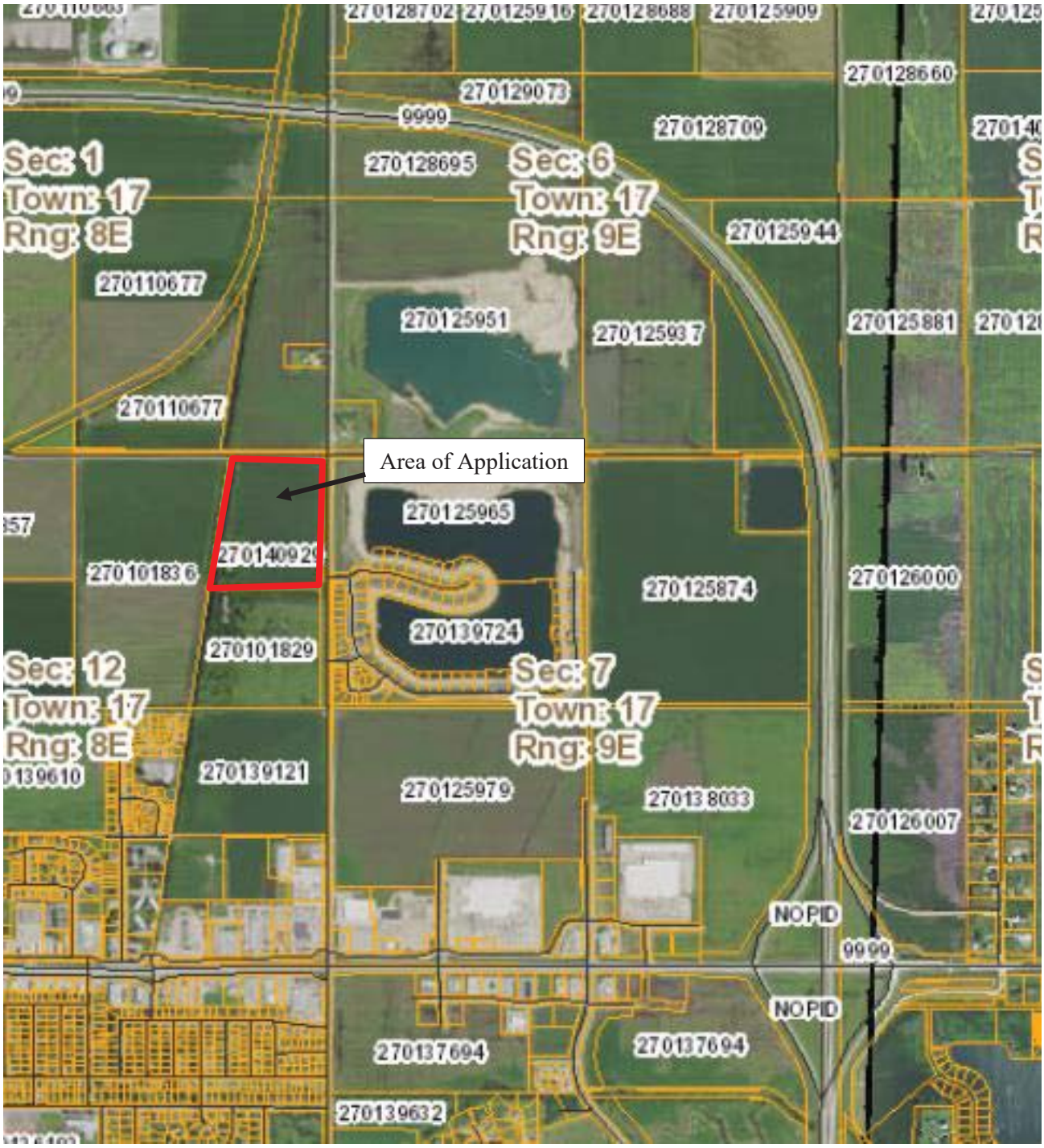
The proposed development places the more dense apartments approximately 340 feet north of the south property line and then to the northwest. The densest portion of the development will be screened from Luther Road with a 30 foot wide landscaped buffer area with berms. Additionally, the most intense portion of the development is located across from the bermed area of existing development, providing additional screening.

•"Development patterns should provide for transitions and buffering between various

development types (e.g. residential and industrial). Where land uses of incompatible character abut, there should be adequate bufferyards to separate them. Pocket parks and linear greenways function as an effective screening and buffering tool between differing land use character types. Less intense nonresidential development may be appropriate next to residential development with suburban character standards used to mitigate adverse impacts."

The proposed development is consistent with this policy.

Fiscal Impact: None at this time.


Area of Application
Sec: 1
Town: 17
Rng: 8E
Sec: 6
Town: 17
Rng: 9E
Sec: 12
Town: 17
Rng: 8E
Sec: 7
Town: 17
Rng: 9E
270128702
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May 15, 2020

Ms. Jennifer Dam, AICP
Planning Director
City of Fremont Planning & Development Department
400 East Military Avenue
Fremont, NE 68026

REFERENCE: Bluestem Commons
Planned Development – Project Narrative
Job No. 0119078.01-002

Dear Ms. Dam:

Submitted herewith is the Bluestem Commons Project Narrative for the Planned Development Rezoning Application, as required by the City of Fremont PD Response Letter and Unified Development Code Section 11.405.07.

PROJECT NARRATIVE – as required by City of Fremont UDC – Section 11.405.07

The Fremont Community Housing project is a proposed PD – Planned Development located on the northeast side of the City of Fremont, consisting of approximately 34 acres at the southwest corner of County Road T and Luther Road. The existing zoning is R – Rural with adjacent zoning, consisting of R – Rural to the north, west, south, and the Ritz Lake subdivision to the east, which is zoned PD.

The overall concept of the proposed PD is to create a multi-product residential housing community consisting of multi-family (apartment buildings), townhomes (3 – 5 attached units), single family detached, and duplexes, complemented with a centrally located multi-use clubhouse building and amenity space. The multi-family buildings will include a minimum of 30 units and maximum of 34 units for each building. The development is proposed to be constructed in two (2) phases and provide a mix of residential product types supporting a range of incomes. These housing types are focused on maintaining price points accessible to employees of expanding Fremont businesses, either by renting or through ownership.

The residential housing types listed above are the only permitted uses within the residential lots located throughout the development.

Proposed commercial uses are to be implemented only as additional leasable space within the centrally located clubhouse/leasing office building and are focused on supporting the residential community.

Commercial uses within the clubhouse building shall be as follows:

Permitted uses shall include but are not limited to:

- Restaurant/Coffee Shop (NO drive-thru window/automobile queueing lanes)
- Laundromat / Dry Cleaning
- Child Care Center
- Mail Services
- Retail Service Establishment (Boutique Commercial, Salon/Spa)
- Convenience Store/Neighborhood Market
- Office (Medical/Urgent Care, Insurance Agent, Lawyer, Accounting, Real Estate)

Conditional uses shall include but are not limited to:

- General Merchandise Retail Sales Establishment
- Mixed Use
- Farmers' Market
- Bar/Tavern
- Financial Services/Check Cashing

Prohibited uses shall include but are not limited to:

- Adult establishments
- Auto Sales and Service Establishments
- Automotive Repair Services/Car Wash
- Small Animal Veterinary Services
- Animal Grooming Facilities
- Financial Institutions (with drive-thru window/auto queueing lanes)
- Restaurant / Fast food (with drive-thru window/auto queueing lanes)
- Funeral Establishment/Funeral Home
- Small Animal Boarding Facilities
- Service Station

Intensity of Development - Residential

Residential density for the Bluestem Commons development is summarized in the table below.

Category	Area (ac.)	No. of Units	Density, Units Per Acre	Max. Density, Units Per Acre – Urban Residential (Table 11-602.01)	Max. Density, units per acre (Table 11-602.01) + 10% Affordable Housing Bonus
Multi-Family	13.43	272	20.25	24	26.40
Duplex	4.82	54	11.20	16.14	18.75
Townhouse	4.81	72	14.97	20.07	22.08
Single Family Detached (Standard II)	0.59	6	10.17	12.21	13.43
Total	33.43	404	12.08	12.21	13.43

Notes
*Total area includes all internal street right-of-way, Clubhouse/Amenity lot, and Outlots A and B.

Overall residential density of the project is within the maximum allowed per UDC Table 11-602.01.

Intensity of Development – Non-Residential

Maximum Floor Area Ratio (FAR) for the non-residential uses within the clubhouse/leasing office building (Block 6, Lot 1) are 0.17 for one-story buildings and 0.34 for two-story buildings. Additional non-residential use regulators are noted on the PD Site Plan.

Mix of Housing Types

The mix of housing types for the Bluestem Commons development is summarized in the table below.

Housing Type	No. of Buildings	% of Total
Multi-Family (Apartments)	**8**	**13.5%**
Townhouse (3 – 5 attached units)	**18**	**30.5%**
Single Family – Detached	**6**	**10.2%**
Duplex	**27**	**45.8%**
Total	**59**	**100%**

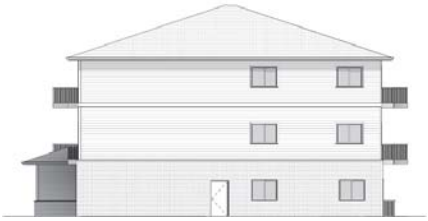
Multi-Family – Apartments

The multi-family apartments are a mix of studios, 1, 2, and 3-bedroom units. The buildings are proposed slab on grade and there are 15 garages with six (6) dwelling units on the ground floor and 12 dwelling units on both the 2nd and 3rd floors. Based on building materials and design at the time of construction, the elevations shown in Figure 1 below are representational and subject to change as necessary.

Figure 1.

Front Elevation

Left Elevation



Right Elevation

Rear Elevation

Duplexes

The duplexes are proposed to be a mix of both 1 and 2-story homes, as well as a mix of slab on grade and basements, all approximately 31' x 61' per unit. Based on building materials and design at the time of construction, the elevations shown below in Figure 2 are representational and subject to change as necessary.

Figure 2.

Duplex A: 1-Story, Exterior Garage

Duplex B: 1-Story, Interior Garage

Duplex C: 2-Story, Interior Garage

Townhomes (3 – 5 attached units)

The townhomes include a mix between triplexes and row houses consisting of 3, 4, and 5 attached units available. All row house options are proposed to be 2-story homes, slab on grade, approximately 25' x 42' per unit. There will be a mix of triplexes throughout the project with varying dimensions consisting of both 1 and 2-story homes, slab on grade and basements. Triplexes utilizing the elevations shown below will have the same 25' x 42' dimension per unit. There will also be triplexes utilizing the elevations shown above with the duplex examples and will have the same 31' x 61' dimension per unit. Based on building materials and design at the time of construction, the elevations shown below in Figure 3 are representational and subject to change as necessary.

Figure 3.

Single Family Residential – Detached

The detached single-family homes are proposed to be 2-story homes, with a mix of slab on grade and basements, all approximately 26' x 48' (depths to vary between 40' and 60'). Based on building materials and design at the time of construction, the elevation shown below in Figure 4 is representational and subject to change as necessary.

Figure 4.

Clubhouse/ Leasing Office and Commercial Use Building

A clubhouse/office building with commercial space is the only other proposed and permitted building within the residential lot area throughout the development. The proposed building is currently shown as a single story, slab on grade building with its own parking lot, centrally located with various amenities connected or within proximity to it. Based on building materials and design at the time of construction, the plan view and elevation shown below in Figure 5 are representational and subject to change as necessary.

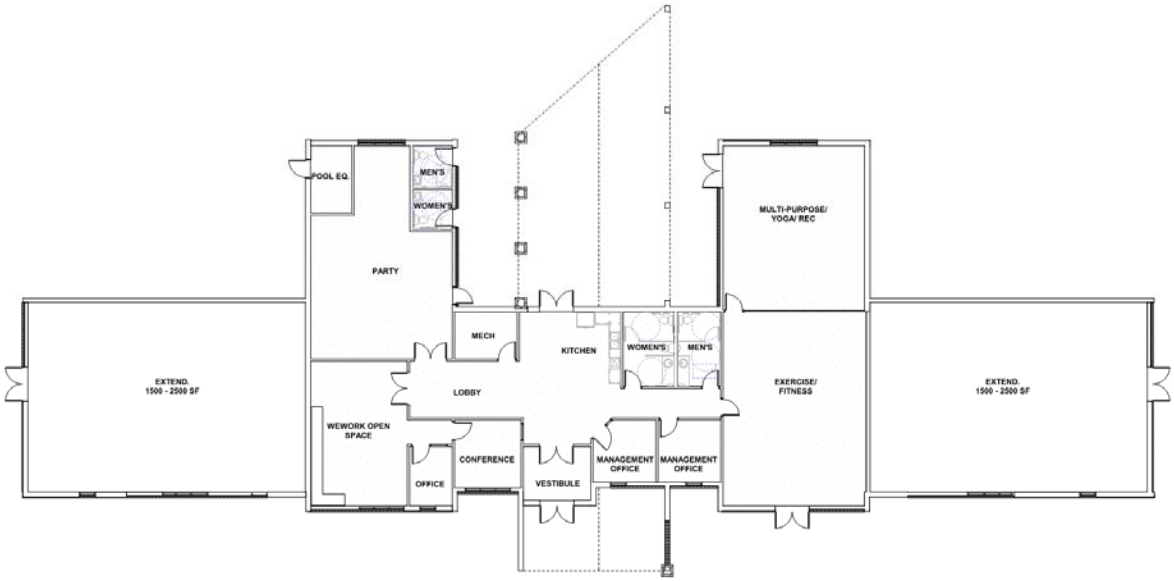
The clubhouse is meant to help support the community, with a programmatic management style to support residents and foster engagement/interaction (e.g. specified times for food truck events, trivia and movie nights, etc.). The clubhouse may also serve as a specific transit station/hub location for various city employers wishing to provide a means of transportation for larger groups of their employees.

Commercial space will be available for leasing opportunities and consist of approximately 50% of the building square footage. Permitted, conditional, and prohibited commercial uses are listed on page 2 of this narrative, however, certain neighborhood oriented commercial uses will be allowed with an administrative site plan approval as necessary.

Noncommercial uses within the clubhouse building shall include but are not limited to:

- General offices
- Fitness center
- Multi-purpose room
- Conference center and work space rooms
- Common lounge

Figure 5.
Plan View



Front Elevation

Amenity spaces to be accessible to all residents are intended to be centrally located adjacent to the clubhouse building and shall include but not be limited to the following:

Phase 1 and/or 2

- Sundeck
- BBQ, picnic area, and play structures
- Dog park / dog run
- Walking trail and outdoor trails around the lake

Additional amenities being considered

- Sports courts/fields
- Playground equipment
- Workplace transportation
- Swimming pool

Dedications & Easements

Land along both County Road T and Luther Road is being dedicated to the City of Fremont for public right-of-way purposes, which will update Luther Road to a 120' wide R.O.W. and County Road T to an 80' wide R.O.W. Easements have been created for private storm and sanitary sewer lines as well as a sanitary lift station. Please reference the plat documents for all dedications and easements.

Sanitary Improvement District

A Sanitary & Improvement District (SID) will be formed for the construction of public infrastructure. The SID will be responsible for maintenance of public sewers, water mains, streets, Outlots A and B, and for the private park in Outlot A (as shown on the preliminary plat). A neighborhood association will be formed through covenants and be responsible for maintenance of the areas around the clubhouse and amenity space, as well as the main entrance monument signs.

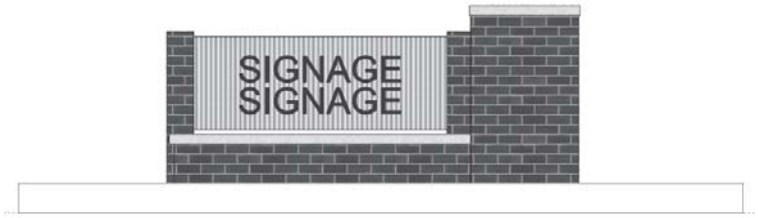
Monument and Neighborhood Signage

A neighborhood sign with complementary landscaping is proposed within Outlot B at the corner of County Road T and Luther Road and will be maintained by the SID as noted above. This sign will be located to comply with sight triangle requirements and shall meet all other UDC signage requirements.

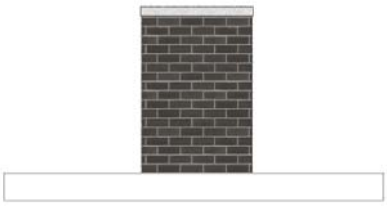
Two (2) monument signs are proposed for the development, each to be located within the roadway medians at both main entrances to the development. Phase 1 would include a sign within the median at the intersection of 36th Street and Luther Road, while Phase 2 would add the other sign in the median at Big Bluestem Road and County Road T. Conceptually, the signs are 6' high by 14' long. Based on building materials and design at the time of construction, the elevations shown below in Figure 6 are representational and subject to change as necessary.

The owners acknowledge signs are not currently allowed within street ROW's per the UDC and anticipate requesting permission from the City Council to locate them within the medians as noted above and as shown on the PD Site Plan. This request is being made to take advantage of the fill required to elevate Big Bluestem Road and 36th Street. Locating the signs within the medians would help elevate them high enough to minimize flooding potential and would be the most visually advantageous to help clearly identify the development for vehicles travelling in both directions. Locating the signs within the medians with proposed landscaping and concrete curbing will also help protect them. All maintenance required will be the neighborhood association's responsibility. The signs will be located to comply with sight triangle requirements and shall meet all other UDC signage requirements.

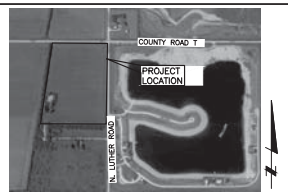
Figure 6.
Front/Rear Elevation



Left Elevation



Right Elevation



VICINITY MAP

SCHEMATIC PLANT LEGEND AND SCHEDULE

ALL PLANTINGS SHALL BE PER THE APPROVED PLANT LIST PER UDC SECTION 11-813.03.A, SUPPLIED ONLINE VIA THE NEBRASKA STATEWIDE ARBORETUM: https://plantnebraska.org/plants/

	DECIDUOUS LARGE SHADE TREES – 2.5" DBH AT PLANTING – 30'–50' MATURE HEIGHT – 20'–30' MATURE WIDTH
	DECIDUOUS ORNAMENTAL TREES – 1.5" DBH AT PLANTING – 15'–25' MATURE HEIGHT – 15'–25' MATURE WIDTH
	CONIFEROUS TREES – 6' TALL AT PLANTING – 30'–40' MATURE HEIGHT – 20'–30' MATURE WIDTH
	SHRUBS – 5 GALLON AT PLANTING – 3'–6' MATURE HEIGHT – 3'–5' MATURE WIDTH

SURFACE RESTORATION SCHEDULE

	STORM WATER DETENTION BASIN AREAS – NATIVE GRASSES AND FORBS
	TURF GRASS LAWN AREA

LANDSCAPE REQUIREMENTS

LOT LANDSCAPING (SEC. 11–814.01) – SINGLE FAMILY ATTACHED/DETACHED

FRONT YARD
NO TREES PLANTED PER SECTION 11–814.01.B.1, TREES ARE PROPOSED FOR ALL STREET RIGHT–OF–WAYS WITHIN 15' OF FRONT PROPERTY LINES.

REAR YARD
NO TREES PLANTED PER SECTION 11–814–01.B.2, TREES ARE PROPOSED WITHIN A CORRIDOR BUFFER YARD ABUTTING LUTHER ROAD.

SITE LANDSCAPING (SEC. 11–814.02) – CLUBHOUSE & MULTI–FAMILY BUILDINGS

MINIMUM RADIUS AROUND BUILDINGS
PROPOSED PD DISTRICT – FRONT & STREET YARD = 8'
SIDE & REAR YARD = 6'

REQUIRED PLANTINGS (SEC. 11–814.02.C):
FRONT/STREET YARD – 1 SMALL TREE & 4 SHRUBS / 250 SF PLANTING AREA
SIDE/REAR YARD – 1 SMALL TREE & 2 SHRUBS / 250 SF PLANTING AREA

PARKING LOT LANDSCAPING (SEC. 11–814.03)

REQUIRED ISLAND PLANTINGS 1 / 30 PARKING SPACES

INTERIOR AND END CAP ISLAND REQUIREMENTS
1 LARGE OR 2 SMALL TREES AND GROUNDCOVER PLANTINGS

PARKING LOT CORNER PLANTED WITH 2 LARGE OR 5 SMALL TREES

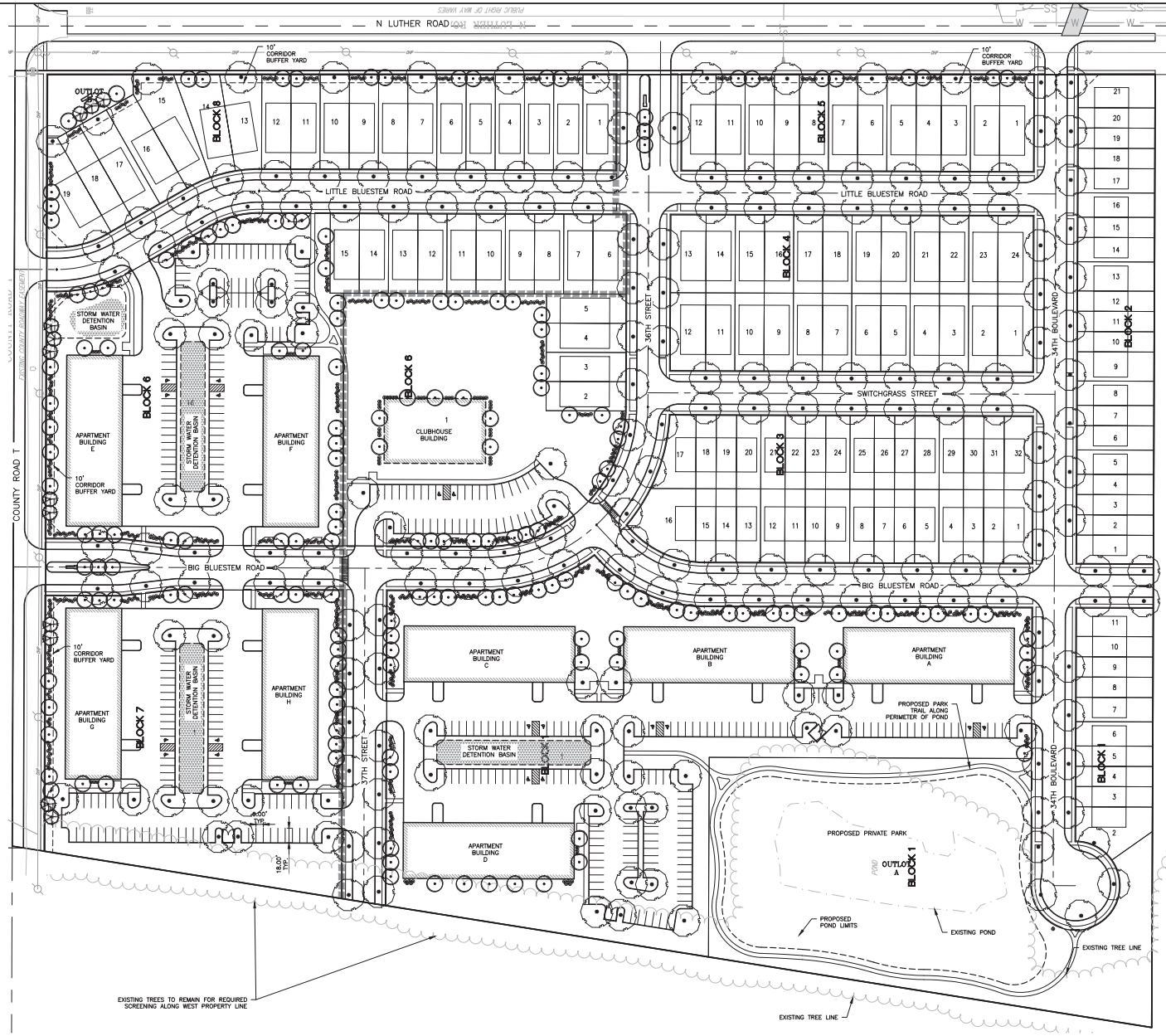
BUFFER BETWEEN PARKING LOT AND PROPERTY LINE OR STREET = 1 TREE / 500 SF

STREET TREES (SEC. 11–814.04)

STREET TREES ARE APPLICABLE/REQUIRED PER SEC. 11–814.04.A.2
– ALONG BOTH SIDES OF NEW STREETS IN PLANNED DEVELOPMENTS
– SPACED AT 60' ON CENTER BETWEEN SIDEWALK AND BACK OF CURB
– TREE LOCATIONS TO BE MODIFIED BASED ON RESIDENTIAL DRIVEWAY CONNECTIONS TO STREETS

BUFFER YARDS (SEC. 11–815.04)

CORRIDOR BUFFER YARDS (RESIDENTIAL ADJOINING ARTERIAL)
– (UR) URBAN RESIDENTIAL
– ARTERIAL (LUTHER RD AND COUNTY RD T) = TYPE B BUFFER YARD REQUIRED
– PLANTINGS REQUIRED: 10' WIDTH, 2 TREES/100 LF, 8 SHRUBS/100 LF



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OVERALL LANDSCAPE PLAN
PLANNED DEVELOPMENT RESUBMITTAL
REZONING APPLICATION

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

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ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THE EXACT LOCATION OF ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND SIZE OF ALL FACILITIES ARE CORRECT. ANY CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

REVISIONS

DESIGNER / DRAFTER
MICHAEL SHARP / MANOR MARTINEZ
DATE
05/08/2020
PROJECT NUMBER
0119078.01
BOOK AND PAGE

SHEET
4 OF 4

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ZONING

EXISTING ZONING: R – RURAL
PROPOSED ZONING: PD – PLANNED DEVELOPMENT

OVERALL DEVELOPMENT

TOTAL SITE AREA	34.41 ACRES	
BUILDING AREA COVERAGE	7.46 ACRES	21.7%
IMPERVIOUS COVERAGE	9.15 ACRES	26.6%
PERVIOUS COVERAGE	17.80 ACRES	51.7%

SINGLE FAMILY DETACHED

6 LOTS (BLOCK 8: 1–6)

MINIMUM LOT WIDTH	36'
FRONT YARD SETBACK	20'
REAR YARD SETBACK	15'
INTERIOR SIDE YARD SETBACK	5'
STREET SIDE YARD SETBACK	10'

TOWNHOUSE (3–5 UNITS ATTACHED)

72 LOTS (BLOCK 1: 2–11, BLOCK 2: 1–21, BLOCK 3: 1–32, BLOCK 5: 3–5, 8–10, BLOCK 8: 17–19)

MINIMUM LOT WIDTH	25'
FRONT YARD SETBACK	20'
REAR YARD SETBACK	15'
INTERIOR SIDE YARD SETBACK	5'
STREET SIDE YARD SETBACK	10'

DUPLEX

54 LOTS (BLOCK 4: 1–24, BLOCK 5: 1–2, 6–7, 11–12, BLOCK 6: 2–15, BLOCK 8: 7–16)

MINIMUM LOT WIDTH	36'
FRONT YARD SETBACK	20'
REAR YARD SETBACK	15'
INTERIOR SIDE YARD SETBACK	5'
STREET SIDE YARD SETBACK	10'

MULTI–FAMILY (APARTMENT BUILDINGS A–H)

THE SIZE AND SHAPE OF ALL APARTMENT BUILDINGS ARE REPRESENTATIVE AND SUBJECT TO CHANGE. EACH APARTMENT BUILDING AS SHOWN HAS AN APPROXIMATE AREA FOOTPRINT OF 13,200 SF AND CONSISTS OF 3 FLOORS TOTALING 30 UNITS (34 UNITS MAXIMUM) WITH A MIX OF STUDIO, 1 BEDROOM, 2 BEDROOM, AND 3 BEDROOM UNITS.

– GROUND FLOOR HAS 15 GARAGES AND 6 UNITS
– FLOORS 1 AND 2 HAVE 12 UNITS PER FLOOR

3 TOTAL LOTS – 272 UNITS MAXIMUM

FRONT YARD SETBACK	25'
REAR YARD SETBACK	15'
INTERIOR SIDE YARD SETBACK	5'
STREET SIDE YARD SETBACK	13'

PARKING CALCULATIONS

MULTI–FAMILY: BLOCK 1 – LOT 1 (BUILDINGS A – D)
180 SPACES REQUIRED (INCLUDING 6 ACCESSIBLE SPACES)
240 SPACES DESIRED
241 SPACES PROVIDED VIA PARKING LOT (INCLUDES 8 ACCESSIBLE SPACES)
9 BICYCLE PARKING SPACES REQUIRED
20 BICYCLE PARKING SPACES PROVIDED

MULTI–FAMILY: BLOCK 6 – LOT 16 (BUILDINGS E & F)
90 SPACES REQUIRED (INCLUDING 4 ACCESSIBLE SPACES)
120 SPACES DESIRED
131 SPACES PROVIDED VIA PARKING LOT (INCLUDES 4 ACCESSIBLE SPACES)
5 BICYCLE PARKING SPACES REQUIRED
10 BICYCLE PARKING SPACES PROVIDED

MULTI–FAMILY: BLOCK 7 – LOT 1 (BUILDINGS G & H)
90 SPACES REQUIRED (INCLUDING 4 ACCESSIBLE SPACES)
120 SPACES DESIRED
133 SPACES PROVIDED VIA PARKING LOT (INCLUDES 4 ACCESSIBLE)
5 BICYCLE PARKING SPACES REQUIRED
10 BICYCLE PARKING SPACES PROVIDED

CLUBHOUSE/OFFICE/COMMERICAL (APPROXIMATE 10,000 SF BUILDING)
10,000 SF GROSS FLOOR AREA @ 50% PARKING FLOOR AREA = 5,000 PFA
OFFICE USE: 1,000 PFA @ 1/300 = 3 SPACES
CLUBHOUSE USE: 1,500 PFA @ 1/100 = 15 SPACES
COMMERCIAL USE: 2,500 PFA @ 1/100 = 25 SPACES
TOTAL SPACES REQUIRED = 43 (INCLUDING 2 ACCESSIBLE SPACES)
44 SPACES PROVIDED (INCLUDES 2 ACCESSIBLE)

CLUBHOUSE/OFFICE/COMMERCIAL LOT

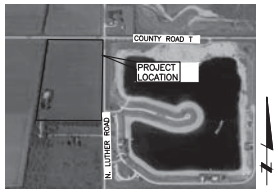
THE SIZE AND SHAPE OF THE BUILDING IS REPRESENTATIVE AND SUBJECT TO CHANGE.

FLOOR AREA RATIO (FAR)	0.17 (1–STORY) 0.34 (2–STORY)
MAX. BUILDING GROSS AREA	15,000 SF (1–STORY) 30,000 SF (2–STORY)
MAX. BUILDING HEIGHT	35'
MIN. STREET FRONTAGE	60'
FRONT YARD SETBACK	15'
REAR YARD SETBACK	20'
INTERIOR SIDE YARD SETBACK	10'
STREET SIDE YARD SETBACK	15'

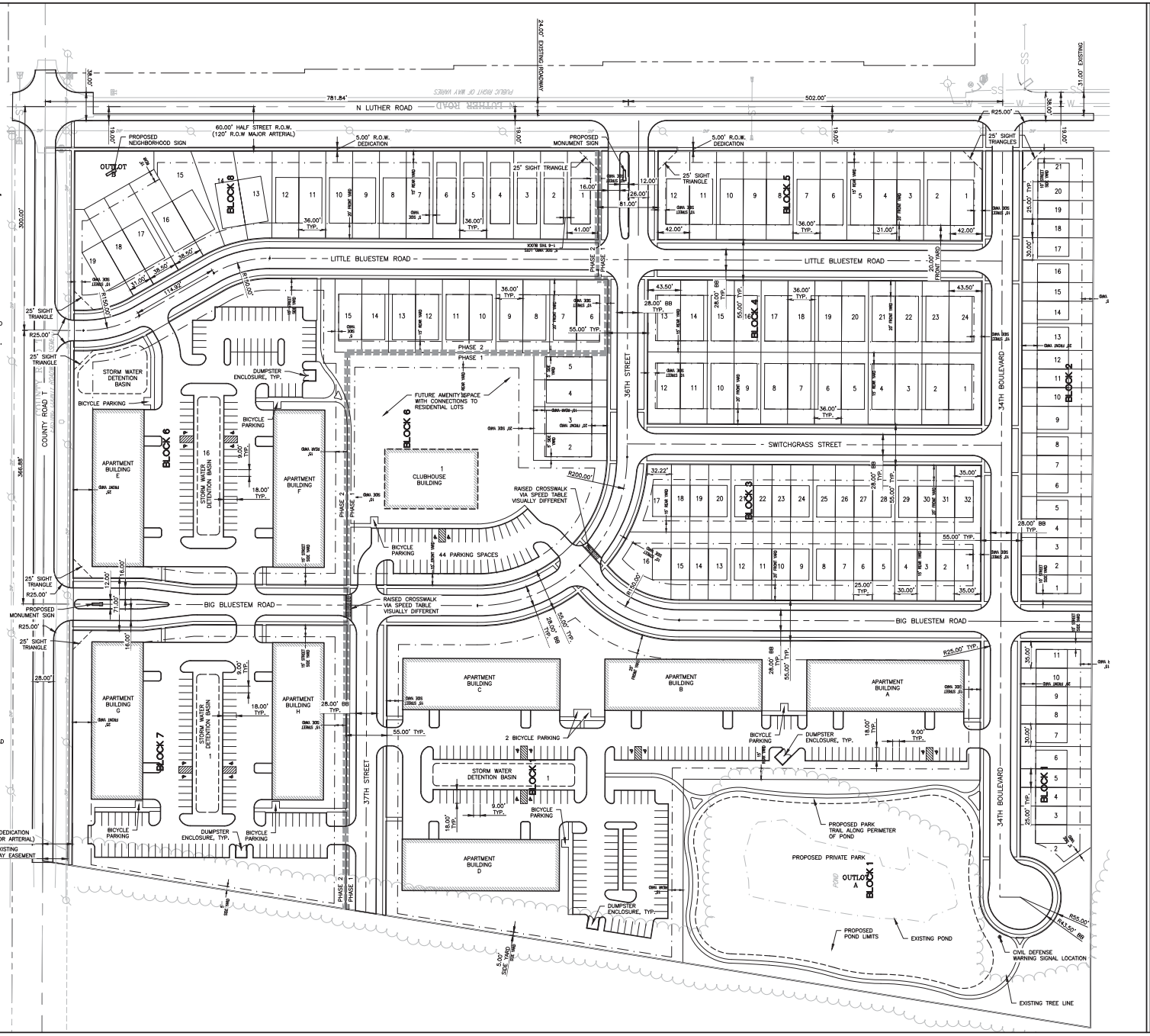
3 BICYCLE PARKING SPACES REQUIRED
5 BICYCLE PARKING SPACES PROVIDED

STREET IMPROVEMENTS

STOP SIGNS ARE TO BE PLACED AT ALL ENTRANCE POINTS ONTO LUTHER ROAD AND COUNTY ROAD T AS WELL AS SIDE STREET POINTS ENTERING ONTO 40TH STREET AND BIG BLUESTEM ROAD.



VICINITY MAP



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SITE LAYOUT DEVELOPMENT PLAN
PLANNED DEVELOPMENT RESUBMITTAL
REZONING APPLICATION

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REVISIONS

DESIGNER / DRAFTER: MICHAEL SHARP / MANOR MARTINEZ
DATE: 05/08/2020
PROJECT NUMBER: 0119078.01
BOOK AND PAGE:

SHEET 1 OF 4

U:\Engineering\0119078 Fremont Housing\Dwgs\CIVIL\SITE\0119078-SITE.dwg, 5/8/2020 3:19:28 PM, MICHAEL SHARP, LAMP RYNEARSON

VICINITY MAP

SCHEMATIC PLANT LEGEND AND SCHEDULE

ALL PLANTINGS SHALL BE PER THE APPROVED PLANT LIST PER UDC SECTION 11-813.03.A, SUPPLIED ONLINE VIA THE NEBRASKA STATEWIDE ARBORETUM: https://plantnebraska.org/plants/

	DECIDUOUS LARGE SHADE TREES – 2.5" DBH AT PLANTING – 30'–50' MATURE HEIGHT – 20'–30' MATURE WIDTH
	DECIDUOUS ORNAMENTAL TREES – 1.5" DBH AT PLANTING – 15'–25' MATURE HEIGHT – 15'–25' MATURE WIDTH
	CONIFEROUS TREES – 6' TALL AT PLANTING – 30'–40' MATURE HEIGHT – 20'–30' MATURE WIDTH
	SHRUBS – 5 GALLON AT PLANTING – 3'–6' MATURE HEIGHT – 3'–5' MATURE WIDTH

SURFACE RESTORATION SCHEDULE

	STORM WATER DETENTION BASIN AREAS – NATIVE GRASSES AND FORBS
	TURF GRASS LAWN AREA

LANDSCAPE REQUIREMENTS

LOT LANDSCAPING (SEC. 11–814.01) – SINGLE FAMILY ATTACHED/DETACHED

FRONT YARD
NO TREES PLANTED PER SECTION 11–814.01.B.1, TREES ARE PROPOSED FOR ALL STREET RIGHT–OF–WAYS WITHIN 15' OF FRONT PROPERTY LINES.

REAR YARD
NO TREES PLANTED PER SECTION 11–814–01.B.2, TREES ARE PROPOSED WITHIN A CORRIDOR BUFFER YARD ABUTTING LUTHER ROAD.

SITE LANDSCAPING (SEC. 11–814.02) – CLUBHOUSE & MULTI–FAMILY BUILDINGS

MINIMUM RADIUS AROUND BUILDINGS
PROPOSED PD DISTRICT – FRONT & STREET YARD = 8'
SIDE & REAR YARD = 6'

REQUIRED PLANTINGS (SEC. 11–814.02.C):
FRONT/STREET YARD – 1 SMALL TREE & 4 SHRUBS / 250 SF PLANTING AREA
SIDE/REAR YARD – 1 SMALL TREE & 2 SHRUBS / 250 SF PLANTING AREA

PARKING LOT LANDSCAPING (SEC. 11–814.03)

REQUIRED ISLAND PLANTINGS 1 / 30 PARKING SPACES

INTERIOR AND END CAP ISLAND REQUIREMENTS
1 LARGE OR 2 SMALL TREES AND GROUNDCOVER PLANTINGS

PARKING LOT CORNER PLANTED WITH 2 LARGE OR 5 SMALL TREES

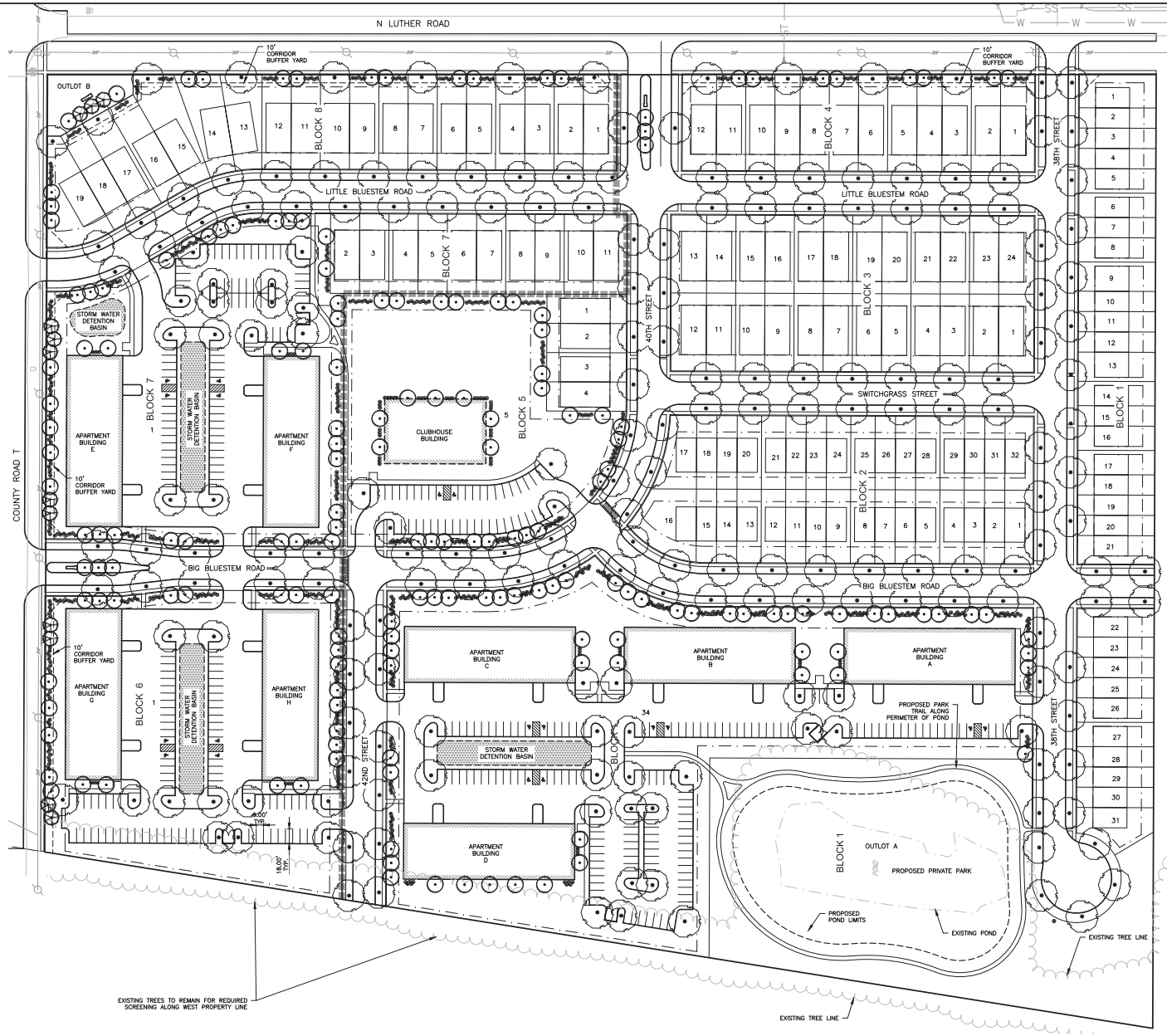
BUFFER BETWEEN PARKING LOT AND PROPERTY LINE OR STREET = 1 TREE / 500 SF

STREET TREES (SEC. 11–814.04)

STREET TREES ARE APPLICABLE/REQUIRED PER SEC. 11–814.04.A.2
– ALONG BOTH SIDES OF NEW STREETS IN PLANNED DEVELOPMENTS
– SPACED AT 60' ON CENTER BETWEEN SIDEWALK AND BACK OF CURB
– TREE LOCATIONS TO BE MODIFIED BASED ON RESIDENTIAL DRIVEWAY CONNECTIONS TO STREETS

BUFFER YARDS (SEC. 11–815.04)

CORRIDOR BUFFER YARDS (RESIDENTIAL ADJOINING ARTERIAL)
– (UR) URBAN RESIDENTIAL
– ARTERIAL (LUTHER RD AND COUNTY RD T) = TYPE B BUFFER YARD REQUIRED
– PLANTINGS REQUIRED: 10' WIDTH, 2 TREES/100 LF, 8 SHRUBS/100 LF



LAMP RYNEARSON
14710 W. DODGE RD. STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 60 120

OVERALL LANDSCAPE PLAN
PLANNED DEVELOPMENT RESUBMITTAL
REZONING APPLICATION

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

811 Know what's below. Call before you dig.

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REVISIONS

DESIGNER / DRAFTER
MICHAEL SHARP
DATE
02/12/2020
PROJECT NUMBER
0119078.01
BOOK AND PAGE

SHEET
2 OF 2

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ORDINANCE NO. 5528

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING ORDINANCE NO. 5427 AS IT PERTAINS TO THE ZONING MAP, TO REZONE THE PROPERTY GENERALLY DESCRIBED HEREIN AS GENERALLY LOCATED AT COUNTY ROAD T AND N. LUTHER ROAD, FREMONT, NEBRASKA, FROM R RURAL TO PD PLANNED DEVELOPMENT, 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 Zoning Change was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the owner desires zoning district designation of PD Planned Development; and

WHEREAS, a public hearing on the proposed Zoning Change was held by the Planning Commission on February 18, 2020, and subsequently by the City Council on March 10, 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 I. ZONING. That paragraph “b” of Article 406 of Ordinance No. 5427 as it pertains to the Official Zoning Map is changed to rezone the following described real estate, from R Rural to PD Planned Development:

THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY.

SECTION 2. REPEALER. That part of the official zoning map referred to in Paragraph “b” of Article 406 of Ordinance No. 5427 or any other section of said ordinance in conflict with this ordinance is hereby repealed.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a

separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

PASSED AND APPROVED THIS 26th DAY OF MAY, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: May 26, 2020

SUBJECT: Bluestem Commons Preliminary Plat

Recommendation: Approve Resolution No. 2020-068

Background:

The Planning Commission held a public hearing on this item on March 16, 2020 and voted 5-0 to recommend approval to the City Council.

This is a request for a Preliminary Plat on property generally described as:

> THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY.

The property is zoned R, Rural. The property to the north, west and south is zoned R, Rural. The Ritz Lake subdivision to the east which is zoned PD, Planned Development.

This proposal is associated with a Planned Development and a Final Plat. The developer intends to establish a Sanitary Improvement District (SID). A subdivision agreement will be submitted prior to action by the City Council on the Final Plat.

The Preliminary Plat is proposed to contain 132 duplex, triplex, and row house lots, three multi-family residential lots, a mixed use commercial/clubhouse lot, and two outlots.

The duplex, triplex and row house lots meet or exceed the minimum lot sizes in the UR, Urban Residential District.

The multi-family lots would contain a total of eight apartment buildings with up to 36 units each, totaling up to 272 dwelling units.

The lot for the clubhouse and green space area will also contain neighborhood oriented commercial uses such as offices, a coffee shop and a daycare. This will serve the entire development.

An outlot with a storm water retention cell and a walking trail is located in the southwest corner of the property. The retention cell will be oversized to accommodate a “100 year”

storm event.

A homeowner's association will be established to maintain the outlots, detention cell and trail.

The proposal is consistent with the Planned Development. The Planning Commission recommended approval to the Planned Development at its February 17, 2020 meeting.

The developer will coordinate with the Department of Utilities to extend gas throughout the development. The costs will be addressed in the subdivision agreement associated with the final plat.

The developer will work with the County to widen Luther Rd and to pave and install curb and gutters on County Road T. The paving will be extended to the limits of Phase I initially. This will be addressed in the subdivision agreement.

The subdivision agreement will address the costs of paving County Road T. County Road T will be required to be paved with the last phase of the development of Big Bluestem Road.

A sidewalk is required along County Road T and along Luther Road at the time of final plat.

The Public Works Director found the grading and drainage study and plan satisfactory on the prior submissions, there was no comment on this one.

The developer has provided easements as requested by the Utilities Department.

The water design is satisfactory to the Utilities Department.

The developer will work with the Utilities Department regarding the design of the sanitary sewer service to best accommodate the future growth of this area. One option is to route sanitary sewer service from the north through Bluestem Commons to a lift station. The Public Works Director, Assistant City Administrator for Utilities and the developer have agreed to work together to finalize the best design. The final design solution will be addressed in the subdivision agreement.

Fire hydrants and street signage will be addressed in the subdivision agreement.

Bicycle parking will be provided.

The Public Works Director previously noted that the sidewalks along outlots and common areas should be part of the public improvements and addressed in the subdivision agreement.

Fiscal Impact: N/A costs are assigned at the time of final plat

BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 16, INCLUSIVE, BLOCK 6 AND ALSO TOGETHER WITH LOT 1, BLOCK 7 AND ALSO TOGETHER WITH LOTS 1 THROUGH 19, INCLUSIVE, BLOCK 8 AND OUTLOTS A AND B, BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.

LOCATED IN:
NE 1/4 NE 1/4 SEC. 12, T17N, R8E
SE 1/4 NE 1/4 SEC. 12, T17N, R8E

FLOOD ZONE

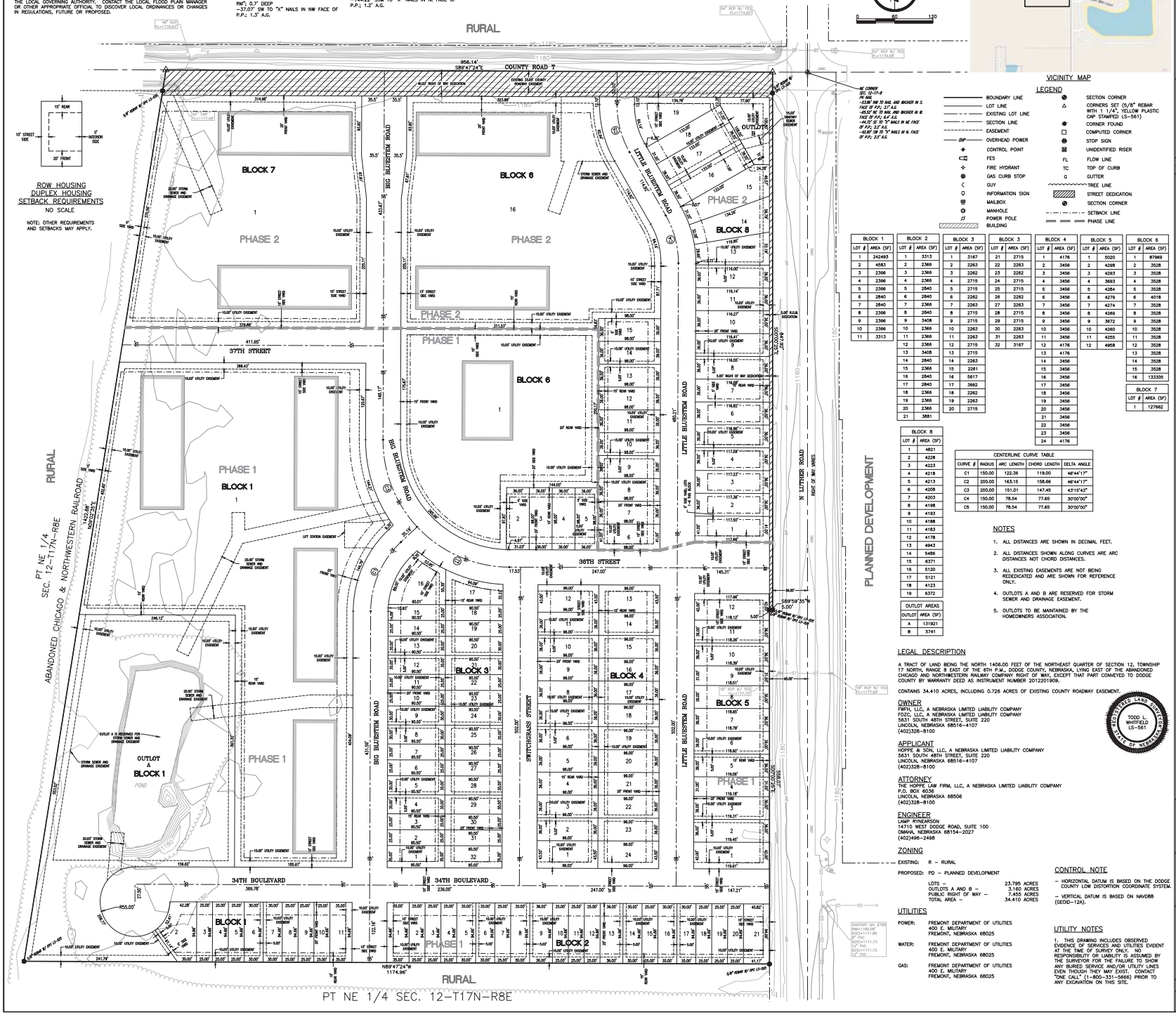
FLOOD ZONE X
AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AS ILLUSTRATED BY FLOOD INSURANCE RATE MAP (FIRM), DOUGLAS COUNTY, NEBRASKA.
MAP NUMBER 31053C0405E
MAP EFFECTIVE DATE: JANUARY 2, 2008
COMMUNITY NUMBER: 310068 0405 E

FLOOD ZONE REQUIREMENTS MAY BE SUBJECT TO CHANGE OR MODIFICATION BY THE LOCAL GOVERNING AUTHORITY. CONTACT THE LOCAL FLOOD PLAIN MANAGER OR OTHER APPROPRIATE OFFICIAL TO DISCOVER LOCAL ORDINANCES OR CHANGES IN REGULATIONS, FUTURE OR PROPOSED.

SECTION CORNER TIES

N 1/4 CORNER
SEC. 12-17-8
2" ALUMINUM CAP STAMPED "DODGE COUNTY SURVEYOR 1996 QC"; 0.7' DEEP
-44.54' N TO "X" NAILS IN WEST FACE OF P.P.; 1.3' A.G.
-54.49' SE TO REBAR W/ ALUMINUM CAP STAMPED DODGE COUNTY SURVEYOR 1996 RM"; 1.0' DEEP
-42.65' S TO REBAR W/ ALUMINUM CAP STAMPED DODGE COUNTY SURVEYOR 1996 RM"; 0.7' DEEP
-37.07' SW TO "X" NAILS IN NW FACE OF P.P.; 1.3' A.G.

EAST 1/4 CORNER
SEC. 12-17-8
SURVEY SPIKE
-38.56' WNW TO "X" NAILS IN SW CORNER OF RECTANGLE P.P.; 2.2' A.G.
-50.20' NW TO CHISELED "X" IN TOP OF 30" RCP E.F.S.
-46.34' NE TO CHISELED "X" IN TOP OF 30" RCP E.F.S.
-55.85' ESE TO TOP NUT OF FIRE HYDRANT
-144.22' SSW TO "X" NAILS IN N. FACE OF P.P.; 1.2' A.G.



ROW HOUSING
DUPLEX HOUSING
SETBACK REQUIREMENTS
NO SCALE

NOTE: OTHER REQUIREMENTS AND SETBACKS MAY APPLY.

VICINITY MAP

LEGEND

- BOUNDARY LINE
- LOT LINE
- EXISTING LOT LINE
- SECTION LINE
- EASEMENT
- OVERHEAD POWER
- CONTROL POINT
- FES
- FIRE HYDRANT
- GAS CURB STOP
- GUY
- INFORMATION SIGN
- MAILBOX
- MANHOLE
- POWER POLE
- BUILDING
- SECTION CORNER
- CORNERS SET (5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS-561)
- CORNER FOUND
- COMPUTED CORNER
- STOP SIGN
- UNIDENTIFIED RISER
- FL FLOW LINE
- TC TOP OF CURB
- G GUTTER
- TREE LINE
- STREET DEDICATION
- SECTION CORNER
- SETBACK LINE
- PHASE LINE

BLOCK 1	
LOT #	AREA (SF)
1	242493
2	4583
3	2366
4	2366
5	2366
6	2840
7	2840
8	2366
9	2366
10	2366
11	3313

BLOCK 2	
LOT #	AREA (SF)
1	3313
2	2366
3	2366
4	2366
5	2840
6	2840
7	2366
8	2840
9	3408
10	2366
11	2366
12	2366
13	3408
14	2840
15	2366
16	2840
17	2840
18	2366
19	2366
20	2366
21	3881

BLOCK 3	
LOT #	AREA (SF)
1	3167
2	2263
3	2262
4	2715
5	2715
6	2262
7	2263
8	2715
9	2715
10	2263
11	2263
12	2715
13	2715
14	2263
15	2281
16	5617
17	3662
18	2262
19	2263
20	2715

BLOCK 3	
LOT #	AREA (SF)
21	2715
22	2263
23	2262
24	2715
25	2715
26	2262
27	2263
28	2715
29	2715
30	2263
31	2263
32	3167

BLOCK 4	
LOT #	AREA (SF)
1	4176
2	3456
3	3456
4	3456
5	3456
6	3456
7	3456
8	3456
9	3456
10	3456
11	3456
12	4176
13	4176
14	3456
15	3456
16	3456
17	3456
18	3456
19	3456
20	3456
21	3456
22	3456
23	3456
24	4176

BLOCK 5	
LOT #	AREA (SF)
1	5020
2	4298
3	4293
4	3693
5	4284
6	4279
7	4274
8	4269
9	3672
10	4260
11	4255
12	4958

BLOCK 6	
LOT #	AREA (SF)
1	87969
2	3528
3	3528
4	3528
5	3528
6	4018
7	3528
8	3528
9	3528
10	3528
11	3528
12	3528
13	3528
14	3528
15	3528
16	133305

BLOCK 7	
LOT #	AREA (SF)
1	127662

BLOCK 8	
LOT #	AREA (SF)
1	4821
2	4228
3	4223
4	4218
5	4213
6	4208
7	4203
8	4198
9	4193
10	4188
11	4183
12	4178
13	4943
14	5486
15	6371
16	5120
17	5121
18	4123
19	6372

OUTLOT AREAS	
OUTLOT	AREA (SF)
A	131921
B	5741

CENTERLINE CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
C1	150.00	122.36	119.00	46°44'1"/7"
C2	200.00	163.15	158.66	46°44'1"/7"
C3	200.00	151.01	147.45	43°15'43"
C4	150.00	78.54	77.65	30°00'00"
C5	150.00	78.54	77.65	30°00'00"

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
4. OUTLOTS A AND B ARE RESERVED FOR STORM SEWER AND DRAINAGE EASEMENT.
5. OUTLOTS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

LEGAL DESCRIPTION

A TRACT OF LAND BEING THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.

CONTAINS 34.410 ACRES, INCLUDING 0.726 ACRES OF EXISTING COUNTY ROADWAY EASEMENT.

OWNER
FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY
FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY
5631 SOUTH 48TH STREET, SUITE 220
LINCOLN, NEBRASKA 68516-4107
(402)328-8100

APPLICANT
HOPPE & SON, LLC, A NEBRASKA LIMITED LIABILITY COMPANY
5631 SOUTH 48TH STREET, SUITE 220
LINCOLN, NEBRASKA 68516-4107
(402)328-8100

ATTORNEY
THE HOPPE LAW FIRM, LLC, A NEBRASKA LIMITED LIABILITY COMPANY
P.O. BOX 6036
LINCOLN, NEBRASKA 68506
(402)328-8100

ENGINEER
LAMP RYNEARSON
14710 WEST DODGE ROAD, SUITE 100
OMAHA, NEBRASKA 68154-2027
(402)496-2498

ZONING

EXISTING: R – RURAL

PROPOSED: PD – PLANNED DEVELOPMENT

LOTS –	23.795 ACRES
OUTLOTS A AND B –	3.160 ACRES
PUBLIC RIGHT OF WAY –	7.455 ACRES
TOTAL AREA –	34.410 ACRES

UTILITIES

POWER: FREMONT DEPARTMENT OF UTILITIES
400 E. MILITARY
FREMONT, NEBRASKA 68025

WATER: FREMONT DEPARTMENT OF UTILITIES
400 E. MILITARY
FREMONT, NEBRASKA 68025

GAS: FREMONT DEPARTMENT OF UTILITIES
400 E. MILITARY
FREMONT, NEBRASKA 68025

CONTROL NOTE

– HORIZONTAL DATUM IS BASED ON THE DODGE COUNTY LOW DISTORTION COORDINATE SYSTEM.

– VERTICAL DATUM IS BASED ON NAVD88 (GEOID-12A).

UTILITY NOTES

1. THIS DRAWING INCLUDES OBSERVED EVIDENCE OF SERVICES AND UTILITIES EVIDENT AT THE TIME OF SURVEY ONLY. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY THE SURVEYOR FOR THE FAILURE TO SHOW ANY BURIED SERVICE AND/OR UTILITY LINES EVEN THOUGH THEY MAY EXIST. CONTACT "ONE CALL" (1-800-331-5666) PRIOR TO ANY EXCAVATION ON THIS SITE.

TODD L. WHITFIELD
LS-561
STATE OF NEBRASKA

LAMP RYNEARSON
14710 W. DODGE RD. STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

TODD L.WHITFIELD
LS-561

PRELIMINARY PLAT

BLUESTEM COMMONS
DODGE COUNTY, NEBRASKA

REVISIONS
5-4-2020 EAM

DRAWN/BY / CRAFTER
TODD WHITFIELD – ELISE MOLLAK
DATE
2-14-2020
PROJECT NUMBER
0119078.01-002
BOOK AND PAGE
1907B, 1-6

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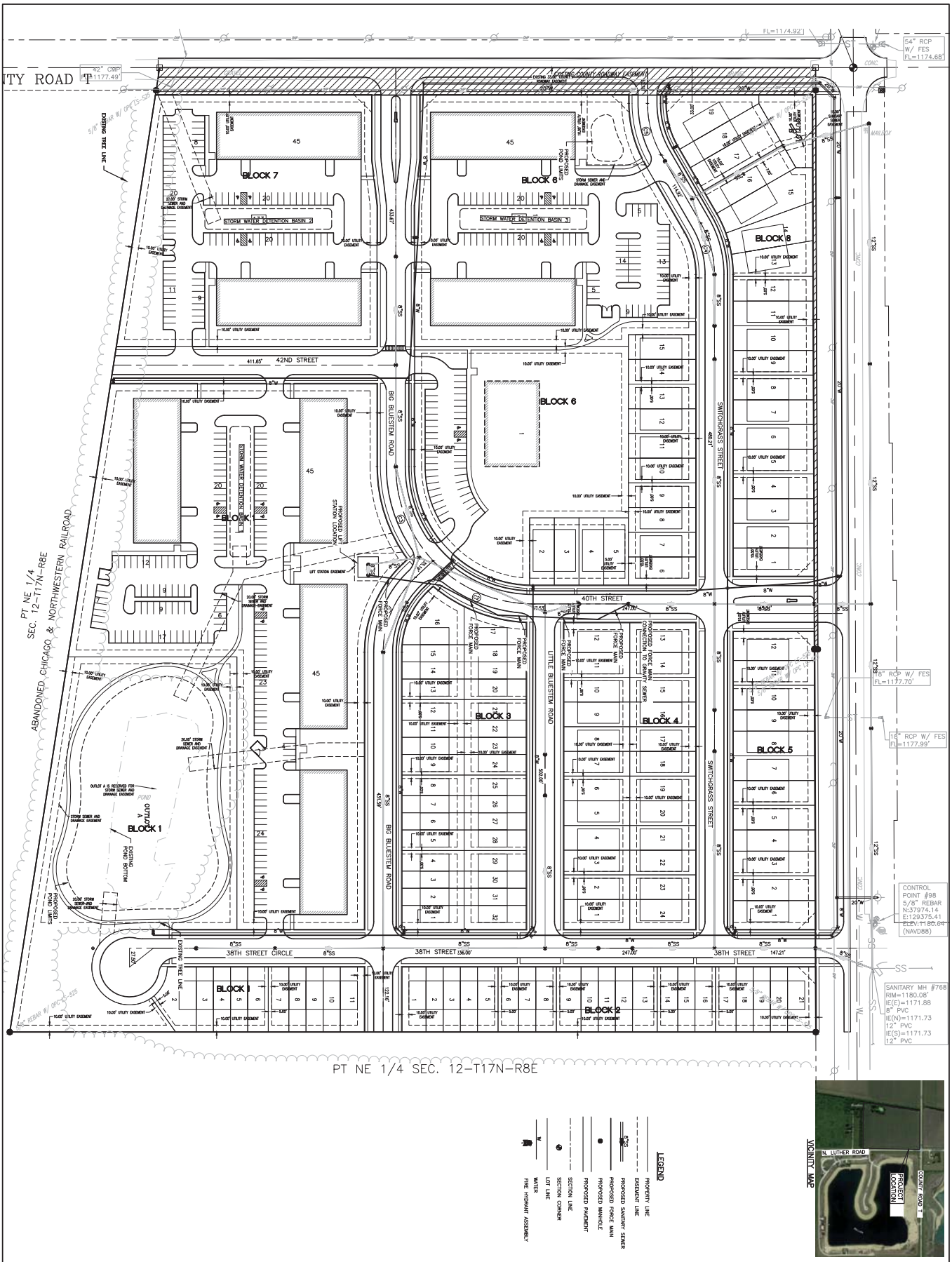

VICINITY MAP

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- PROPOSED SANITARY SEWER
- PROPOSED FORCE MAIN
- PROPOSED MANHOLE
- PROPOSED PAVEMENT
- SECTION LINE
- SECTION CORNER
- LOT LINE
- WATER
- FIRE HYDRANT ASSEMBLY

SANITARY SEWER AND WATER PLAN
PRELIMINARY PLAT

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

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ALL NOTICES AND REPORTS SHALL BE SENT TO THE ENGINEER AT THE ADDRESS SHOWN ON THIS DRAWING. ALL DIMENSIONS, ELEVATIONS, AND CONDITIONS SHOWN ON THIS DRAWING MUST BE VERIFIED IN THE FIELD BY CONTRACTOR PRIOR TO CONSTRUCTION.

DESIGNED / DRAFTED
MICHAEL SHARP / MANOR MARTINEZ
DATE
02/14/2020
PROJECT NUMBER
011907B.01
BOOK AND PAGE

SHEET
3 OF 4

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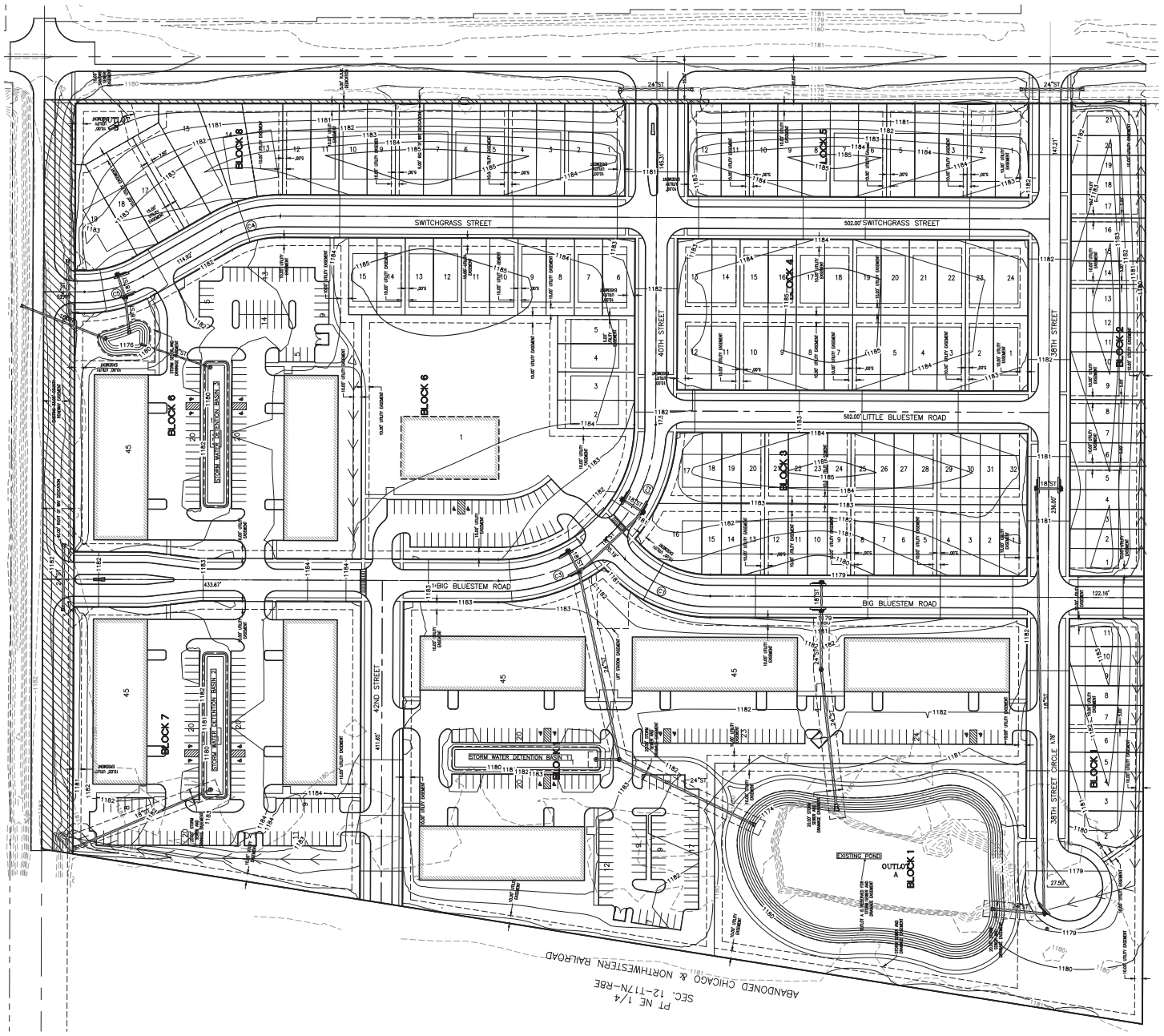

VICINITY MAP

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- 1090 PROPOSED CONTOURS
- 1090 EXISTING CONTOURS
- PROPOSED SILT BASINS/WATER QUALITY
- SECTION LINE
- SECTION CORNER
- LOT LINE
- INTERCEPTOR SWALE
- 18"ST PROPOSED STORM SEWER
- PROPOSED MANHOLE
- PROPOSED F.E.S.
- PROPOSED GRATE INLET
- PROPOSED AREA INLET
- PROPOSED CURB INLET

LAMP RYNEARSON

14710 W. DODGE RD. STE. 100
OMAHA, NE 68154
402.496.2498
Lamp@Rynearson.com

0 60 120

STORM SEWER AND GRADING PLAN
PRELIMINARY PLAT

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

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REVISIONS

DESIGNER / DRAFTER
MICHAEL SHARP / MANOR MARTINEZ
DATE
02/14/2020
PROJECT NUMBER
0119078.01
BOOK AND PAGE

SHEET
2 OF 4

U:\Engineering\0119078 Fremont Housing\DRAWINGS\CIVIL\0119078-PD-GRADING-AND-STORM.dwg, 2/14/2020 10:49:09 PM, MANOR MARTINEZ, LAMP RYNEARSON

RESOLUTION NO. 2020-068

A Resolution of the City Council of the City of Fremont, Nebraska, to approve the Bluestem Commons Preliminary Plat on property legally described as:

A TRACT OF LAND BEING THE NORTH 1406.00 FEET OF NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT-OF-WAY, SUBJECT TO COUNTY ROAD "T" RIGHT-OF-WAY; EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 201201909. CONTAINS 34.410 ACRES, INCLUDING 0.726 ACRES OF EXISTING COUNTY ROADWAY EASEMENT.

WHEREAS, the City Council has approved a Change of Zone from R, Rural to PD, Planned Development for the Bluestem Commons Planned Development; and,

WHEREAS, this request is consistent with the approved Planned Development; and,

WHEREAS, public hearings on the proposed Preliminary Plat were held by the Planning Commission on March 16, 2020 and subsequently by the City Council on April 21, 2020; and,

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Fremont approves the Bluestem Commons Preliminary Plat.

PASSED AND APPROVED THIS 26th DAY OF May, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

Staff Report

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: May 26, 2020

SUBJECT: Bluestem Commons Addition Final Plat

Recommendation: Approve Resolution No. 2020-069

Background:

The Planning Commission held a public hearing on this item at its March 16, 2020 meeting. They voted to recommend approval to the City Council with a 4-1 vote.

This request for the Bluestem Commons Addition final plat is associated with a request for the Bluestem Commons Preliminary Plat. A request for a change of zone from R, Rural to PD, Planned Development on this property was heard by the Planning Commission on February 17, 2020.

The proposed final plat is the first phase of the development. It consists of two outlots, a lot for apartment buildings, a lot for a mixed use clubhouse/commercial building, and 103 duplex/triplex/row house lots.

The developer intends to establish a Sanitary Improvement District (SID) with the approval of the final plat.

The proposed final plat is consistent with the proposed preliminary plat.

The Future Land Use map shows the area for residential development.

A subdivision agreement is required to prior to approval by City Council to address the costs associated with the installation of infrastructure, and to establish the SID.

Fiscal Impact: Typical infrastructure costs that will be set out in the subdivision agreement

BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.

BLOCK 1	
LOT #	AREA (SF)
1	242493
2	4583
3	2366
4	2366
5	2366
6	2840
7	2840
8	2366
9	2366
10	2366
11	3313

BLOCK 2	
LOT #	AREA (SF)
1	3313
2	2366
3	2366
4	2366
5	2840
6	2840
7	2366
8	2840
9	3408
10	2366
11	2366
12	2366
13	3408
14	2840
15	2366
16	2840
17	2840
18	2366
19	2366
20	2366
21	3881

BLOCK 3	
LOT #	AREA (SF)
1	3167
2	2263
3	2262
4	2715
5	2715
6	2262
7	2263
8	2715
9	2715
10	2263
11	2263
12	2715
13	2715
14	2263
15	2261
16	5617
17	3662
18	2262
19	2263
20	2715
21	2715
22	2263
23	2262
24	2715
25	2715
26	2262
27	2263
28	2715
29	2715
30	2263
31	2263
32	3167

BLOCK 4	
LOT #	AREA (SF)
1	4176
2	3456
3	3456
4	3456
5	3456
6	3456
7	3456
8	3456
9	3456
10	3456
11	3456
12	4176
13	4176
14	3456
15	3456
16	3456
17	3456
18	3456
19	3456
20	3456
21	3456
22	3456
23	3456
24	4176

BLOCK 5	
LOT #	AREA (SF)
1	5020
2	4298
3	4293
4	3693
5	4284
6	4279
7	4274
8	4269
9	3672
10	4260
11	4255
12	4958

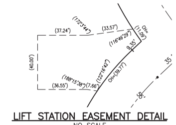
BLOCK 6	
LOT #	AREA (SF)
1	87969
2	3528
3	3528
4	3528
5	3528

OUTLOT AREAS	
OUTLOT	AREA (SF)
A	131921
B	453416

CENTERLINE CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
C1	150.00	122.36	119.00	46°44'17"
C2	200.00	163.15	158.66	46°44'17"
C3	200.00	151.01	147.45	43°15'43"

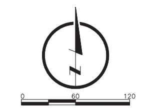
NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS.
5. DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
6. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
7. OUTLOT A IS RESERVED FOR STORM SEWER AND DRAINAGE EASEMENT.
8. OUTLOT B IS RESERVED FOR FUTURE DEVELOPMENT.
9. OUTLOTS TO BE MAINTAINED BY HOME OWNERS ASSOCIATION.



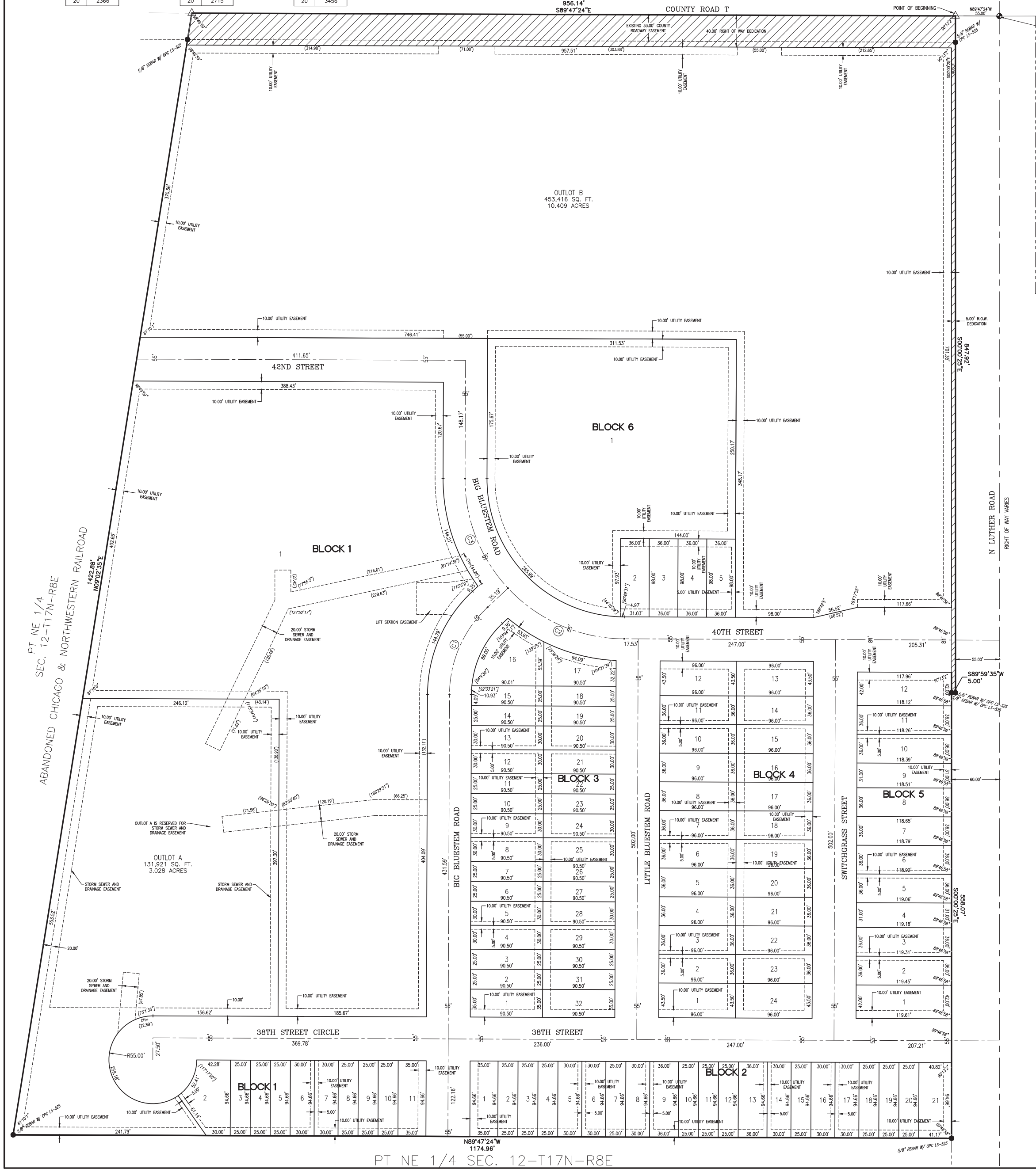
LIFT STATION EASEMENT DETAIL
NO SCALE

LOCATED IN:
NE 1/4 NE 1/4 SEC. 12, T17N, R8E
SE 1/4 NE 1/4 SEC. 12, T17N, R8E



LEGEND

- SECTION LINE
- SECTION CORNER
- CORNER FOUND
- CORNER SET (5/8" REBAR W/1 1/4" YELLOW PLASTIC CAP STAMPED LS-561, UNLESS NOTED OTHERWISE)
- BOUNDARY LINE
- LOT LINE
- EXISTING LOT LINE
- EASEMENT LINE
- STREET DEDICATION



SECTION CORNER TIES

N 1/4 CORNER
SEC. 12-17-8
2" ALUMINUM CAP STAMPED "DODGE COUNTY SURVEYOR 1996 GC"; 0.7' DEEP
-44.54' N TO "X" NAILS IN WEST FACE OF P.P.; 1.3' A.G.
-54.49' SE TO REBAR W/ ALUMINUM CAP STAMPED DODGE COUNTY SURVEYOR 1996 RM"; 1.0' DEEP
-42.65' S TO REBAR W/ ALUMINUM CAP STAMPED DODGE COUNTY SURVEYOR 1996 RM"; 0.7' DEEP
-37.07' SW TO "X" NAILS IN NW FACE OF P.P.; 1.3' A.G.

EAST 1/4 CORNER
SEC. 12-17-8
SURVEY SPIKE
-38.56' WNW TO "X" NAILS IN SW CORNER OF RECTANGLE P.P.; 2.2' A.G.
-50.20' NW TO CHISELED "X" IN TOP OF 30" RCP F.E.S.
-46.34' NE TO CHISELED "X" IN TOP OF 30" RCP F.E.S.
-55.85' ESE TO TOP NUT OF FIRE HYDRANT
-144.22' SSW TO "X" NAILS IN N. FACE OF P.P.; 1.2' A.G.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS BLUESTEM COMMONS, LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909, THE ENTIRE TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12;

THENCE NORTH 89°47'24" WEST (ASSUMED BEARINGS) 55.00 FEET ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12 TO A SURVEY SPIKE WITH WASHER STAMPED LS 561 AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF NORTH LUTHER ROAD AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°00'25" EAST FOR 847.92 FEET ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;

THENCE SOUTH 89°59'35" WEST 5.00 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;

THENCE SOUTH 00°00'25" EAST 558.07 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;

THENCE NORTH 89°47'24" WEST 1174.96 FEET TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525 IN THE EAST RIGHT OF WAY LINE OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILROAD;

THENCE NORTH 09°02'35" EAST FOR 1422.88 FEET ON SAID EAST RIGHT OF WAY LINE TO A SURVEY SPIKE WITH WASHER STAMPED LS 561 IN THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°47'24" EAST FOR 956.14 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,498,888 SQUARE FEET OR 34.410 ACRES AS FIELD MEASURED, INCLUDING 0.726 ACRES OF EXISTING COUNTY ROAD "T" EASEMENT.

TODD L. WHITFIELD, L.S. 561
LAMP RYNEARSON
14710 W. DODGE ROAD, SUITE 100
OMAHA, NE 68154

2-14-2020
DATE

REGISTERED LAND SURVEYOR
TODD L. WHITFIELD
LS-561
STATE OF NEBRASKA

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNERS OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND BLOCKS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS BLUESTEM COMMONS; DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND WE DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AS SHOWN HEREON AND DO HEREBY GRANT THE EASEMENTS TO THE CITY OF FREMONT, NEBRASKA, A MUNICIPAL CORPORATION AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEES, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER
FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

WARD F. HOPPE
MANAGER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS

COUNTY OF ________________)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

______ DAY OF ____________, 20___

BY WARD F. HOPPE, MANAGER OF FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANIES.

SIGNATURE OF NOTARY PUBLIC

APPROVAL OF FREMONT CITY PLANNING COMMISSION

THIS FINAL PLAT OF BLUESTEM COMMONS, LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B WAS APPROVED BY THE FREMONT CITY PLANNING COMMISSION THIS

______ DAY OF ____________, 20___

SECRETARY, FREMONT PLANNING COMMISSION

APPROVAL OF FREMONT CITY COUNCIL

THIS PLAT OF BLUESTEM COMMONS, LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF FREMONT, NEBRASKA THIS

______ DAY OF ____________, 20___

IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

MAYOR

ATTEST
CITY CLERK

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

TODD L. WHITFIELD
LS-561

FINAL PLAT

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

REVISIONS
12-6-2019 EAM
12-11-2019 EAM
2-14-2020 EAM

DESIGNER / DRAFTER
TLW/EAM
DATE
2-14-2020
PROJECT NUMBER
0119078.01-002
BOOK AND PAGE
19078, 1-6

RESOLUTION NO. 2020-069

A Resolution of the City Council of the City of Fremont, Nebraska, to approve the Bluestem Commons Final Plat on property legally described as:

A TRACT OF LAND BEING THE NORTH 1406.00 FEET OF NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT-OF-WAY, SUBJECT TO COUNTY ROAD "T" RIGHT-OF-WAY; EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 201201909. MORE SPECIFICALLY DESCRIBED AS:

COMMENCING AT A PK NAIL AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12;THENCE NORTH 89°47'24" WEST (ASSUMED BEARINGS) 55.00 FEET ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12 TO A SURVEY SPIKE WITH WASHER STAMPED LS 561 AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF NORTH LUTHER ROAD AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°00'25" EAST FOR 847.92 FEET ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525; THENCE SOUTH 89°59'35" WEST 5.00 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525; THENCE SOUTH 00°00'25" EAST 558.07 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525; THENCE NORTH 89°47'24" WEST 1174.96 FEET TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525 IN THE EAST RIGHT OF WAY LINE OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTH 09°02'35" EAST FOR 1422.88 FEET ON SAID EAST RIGHT OF WAY LINE TO A SURVEY SPIKE WITH WASHER STAMPED LS 561 IN THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89°47'24" EAST FOR 956.14 FEET TO THE POINT OF BEGINNING. CONTAINS 1,498,888 SQUARE FEET OR 34.410 ACRES AS FIELD MEASURED, INCLUDING 0.726 ACRES OF EXISTING COUNTY ROAD “T” EASEMENT.

WHEREAS, the City Council has approved a Change of Zone from R, Rural to PD, Planned Development for the Bluestem Commons Planned Development; and,

WHEREAS, the City Council has approved the Bluestem Commons Preliminary Plat; and,

WHEREAS, this request is consistent with the both approved Planned Development and Preliminary Plat; and,

WHEREAS, public hearings on the proposed Preliminary Plat were held by the Planning Commission on March 16, 2020, and subsequently by the City Council on May 26, 2020; and,

NOW, THEREFORE BE IT RESOLVED the City Council of the City of Fremont approves the Bluestem Commons Final Plat subject to the approval of a planned development and subdivision agreements and establishment of a Sanitary and Improvement District.

PASSED AND APPROVED THIS 26th DAY OF MAY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer L. Dam, AICP, Planning Director

DATE: May 26, 2020

SUBJECT: Bluestem Commons Planned Development Agreement

Recommendation: Approve Resolution 2020-109

Background:

This is a request to approve the Planned Development Agreement for Bluestem Commons.

The agreement specifies how Bluestem Commons will be developed. Specifically, it addresses the site layout; the permitted, conditional, and prohibited uses; setbacks; landscaping; parking; signage; and sidewalks.

After recording please return to:
Thomas C. Huston
Cline Williams Wright Johnson
& Oldfather, LLP
233 South 13th Street, Suite 1900
Lincoln, NE 68508

PLANNED DEVELOPMENT AGREEMENT
(Bluestem Commons)

This PLANNED DEVELOPMENT AGREEMENT (hereinafter "Agreement") made pursuant to the Fremont Unified Development Code codified as Chapter 11 of the Fremont Municipal Code, made and entered into this ____ day of _____, 2020, by and between THE CITY OF FREMONT, NEBRASKA, a municipal corporation, (Hereinafter "City") and FWFH, LLC, a Nebraska limited liability company and FOZC, LLC, a Nebraska limited liability company, (collectively, the "Developer").

RECITALS

A. Developer is the legal owner of the real estate described on the attached Exhibit "A", which is incorporated herein by this reference and desires to establish and develop such property according to the City Zoning Ordinances for the development of the Bluestem Commons Housing Development;

B. Developer desires to establish and develop such Property according to the provisions of Fremont Municipal Code § 11-405.07 for the Planned Development ("PD") District for the development of the Bluestem Commons Housing Development (hereinafter the "Project");

C. In accordance with the requirements of the PD District, Developer has presented a site plan attached hereto as Exhibit "B" and incorporated herein by this reference (hereinafter the "Development Plan");

D. Based on its review of the Fremont Comprehensive Plan, its Unified Development Code, the application and supporting information submitted by the Developer, and following the public hearing held in accordance with Nebraska law, the City Council of the City of Fremont finds that the Project and Development Plan is in conformance to the Comprehensive Plan of the City due to its conformity with the following principles:

1. It provides diverse housing types and price points to accommodate a broad demographic and socioeconomic composition in Northeast Fremont;
2. It provides home ownership and living opportunities to workers of Fremont employers insomuch that the Comprehensive Plan recognizes that Housing

is a marketing and economic development tool that should be used to attract the interest of prospective employers and residents;

3. The Comprehensive Plan encourages the use of existing infrastructure as it recites: "The City's land use pattern should focus new development … where adequate public services and utility capacity is already in place or planned for improvement, including streets water and sewer. The Project is located on the arterial street of Luther Road and water and sanitary sewer main lines are located in the Luther Road right of way adjacent to the project site;
4. The Project Site is identified as a residential use on the Future Land Use Map and the focus of the Project is residential uses for a variety of housing types to accommodate a variety of income categories;
5. The Project is consistent with the Comprehensive Plan policy to encourage compact, contiguous growth where utility capacity exists;
6. The Project provides street, sidewalk and trail connections to the existing City network; and
7. The Project is consistent with the policy of the Comprehensive Plan policy regarding land use compatibility and buffering with the: i) movement of the multifamily buildings further west on the Project site and ii) the location of single family attached dwelling units adjacent to Luther Road to create a buffer in excess of 1000 feet to any homes located at the Ritz Lake development located east of the Project Site

E. City, in the interest of maintaining the public health, safety and welfare, desires to assure that the Project is developed substantially in accordance with the Development Plan and therefore considers this Agreement to be in the best interests of the City;

F. Developer is willing to commit itself to the development of the Project substantially in accordance with the Development Plan and desires to have a reasonable amount of flexibility to carry out the Project and therefore considers this Agreement to be in its best interests; and

G. The City and Developer desire to set forth in this Agreement their respective understandings and agreements with regard to the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Section 1
Definitions

For the purposes of this Agreement the definitions in the Unified Development Code of the Fremont Municipal Code (the "Code or UDC"), shall apply.

- "site improvement" shall mean any building, parking, landscaping, signage, fencing, or other regulated structures.
- "Housing Types" which is a term not defined by the UDC but pursuant to the authority grant by Section 11-405.07 to a PD zoned property by the UDC and for purposes of this project and identifying four (4) individual housing types to include the following:

1. Single family – Detached;
2. Multifamily;
3. Duplex (2 units attached); and
4. Townhouse (3-5 units attached).

Section 2
Development Plan

A. Except as otherwise permitted in this Agreement, the Project shall be developed in accordance with the City of Fremont Comprehensive Plan, and the City of Fremont Unified Development Code, the terms and conditions of this Agreement, the Development Plan, and the specific design criteria, including elevation drawings, which is attached hereto as Exhibit "C" and by this reference incorporated herein and the Narrative dated May 15, 2020 which is attached as Exhibit "D" and incorporated by this reference (collectively, the "Design Criteria"). To the extent there is any conflict between the project information contained on Exhibit "C" and the Narrative attached as Exhibit "D", then Exhibit "C" shall control.

B. It is intended that this Development Plan be a general schematic of the development indicating the manner in which the Developer intends to meet the requirements of this Agreement. All parties recognize that from time to time for good and sufficient reasons it may be necessary for the Developer to alter the size, location, use or type of the buildings or other site improvements.

C. Developer reserves the right to modify the Development Plan by minor amendment provided that such modifications conform to the provisions of the Fremont Unified Development Code. All changes relating to waiver or reduction of regulatory standards or Permitted Uses shall be considered major amendments to be reviewed by the Planning Commission and approved by the City Council. All other changes shall be considered minor. The City Administrative Official is authorized at his/her discretion to approve amendments to this Agreement; provided that:

1. A written request is filed with the Planning Director, along with information specifying the exact nature of the proposed amendment;
2. The amendment is consistent with the provisions of Fremont City Code; and
3. The amendment does not alter the approved site regulations of the Development Plan or this Agreement and does not materially alter other aspects of the Development Plan, including traffic circulation, mixture of use types and physical design.

D. In the event there is a conflict between the dimensions shown on .the Development Plan and the regulatory terms of this Agreement relating to site development, parking, landscaping or signage regulations, the terms of this agreement shall control.

E. For purposes of and in compliance with the Planned Development design, and utilizing four(4)) housing types housing types as defined in Section 1 above, the mix of housing types for the Bluestem Commons development is summarized in the table below.

Housing Type	# of Structures	Percentage
1. Single family - Detached	6	10.2%
2. Multifamily (Apartments)	8	13.5%
3. Duplex (2 units attached)	27	45.8%
4. Townhouse (3-5 units attached)	18	30.5%
	59	100%

*NOTE: The Duplex and Townhouse style homes have multiple façade designs and material finishes with a varying number of stories (1-story and 2-story) as well as garage placement (interior versus exterior). The exterior façade and design changes further differentiate the dwelling units in appearance.

Section 3
Installation of Public and Private Improvements

Developer agrees to commence the timely and orderly installation of the public improvements following execution of this Agreement pursuant to appropriate provisions of the City of Fremont Code. The installation of such public improvements may occur concurrently with private improvements on the site, but the site specific private improvements for each lot within the subdivision shall be completed prior to an occupancy certificate being issued for such lot unless otherwise provided by the terms of this Agreement, pursuant to Development Plan.

Section 4
Permitted Uses

The real estate subject to this Agreement may be used for the following approved uses as permitted by the PD District of the Fremont Unified Development Code comprised of 404 housing units:

1. Single Family Detached Uses: Six (6) or more structures constituting single family detached homes utilizing the setback requirements of the Design Criteria reflected on Exhibit "C". The Developer reserves the option to convert other attached housing units to detached single family homes provided that the aggregate housing number remains the same;
2. Multifamily Uses: Up to eight (8) structures containing not more than thirty-four (34) dwelling units each for a total maximum number of 272 dwelling units utilizing the setback requirements set forth on the Design Criteria established on Exhibit "C";
3. Duplex – 2 attached housing units: Single family residential attached dwelling units containing two (2) units per structure separately platted subject to a total maximum dwelling unit count of fifty-four (54);
4. Townhouse- containing 3-5 attached units: Single family residential attached dwelling units containing three (3), four (4) or five (5) units per structure separately platted subject to a maximum dwelling unit count of seventy-two (72).
5. Commercial Use. The Developer proposes that some neighborhood commercial services may be located in the clubhouse and common area for

the multifamily uses and the commercial uses would be restricted to the following:

Permitted uses shall include but are not limited to:

- Fitness Center open to the general public
- Convenience Store/Neighborhood Market;
- Restaurant/Coffee Shop (NO drive-thru window/automobile queueing lanes);
- Laundromat/Dry Cleaning;
- Child Care Center;
- Mail Services;
- Office (Medical/Urgent Care, Insurance Agent, Lawyer, Accounting, Real Estate); and
- Retail Service Establishment (Boutique Commercial, Salon/Spa).

Conditional uses shall include, but are not limited to, which would require City Council approval of an amendment to this Agreement:

- General Merchandise Retail Sales Establishment;
- Mixed Use;
- Farmer's Market;
- Financial Services/Check Cashing; and
- Bar/Tavern;

Prohibited uses shall include but are not limited to:

- Adult establishments;
- Auto Sales and Service Establishments;
- Automotive Repair Services/Car Wash;
- Small Animal Veterinary Services;
- Animal Grooming Facilities;
- Financial Institutions (with drive-thru window/auto queueing lanes);
- Restaurant/Fast Food (with drive-thru window/auto queueing lanes);
- Funeral Establishment/Funeral Home;
- Small Animal Boarding Facilities; and
- Service Station.

Section 5
Site Development Regulations

A. Except as otherwise permitted in this Agreement, the Project shall be developed in accordance with the applicable site development regulations of the PD District except as modified by the terms of this Agreement, including the exhibits hereto.

B. As long as the site development regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any structure shown on the Development Plan, within the boundaries of any platted lot subject to the following limitations:

1. The changes shall be consistent with the Design Criteria established for the area.
2. Any changes determined by the Planning Director to be inconsistent with the design criteria shall be considered a major amendment to this Agreement and

will require review by the Planning Commission and approval by the City Council.

C. In addition to the above site development regulations, the provisions of the Fremont Comprehensive Plan and Fremont Unified Development Code relating to mixed use development areas, as amended or adopted from time to time, shall also apply.

D. So long as the site development regulations or design criteria are not violated (except for any side yard set-back or landscape buffering requirements which may be modified in the event of a lot revision, combination or division), Developer may reduce the number of lots as shown on the Plan by revising lot lines or combining lots.

1. The City may, by administrative subdivision, grant any such revisions, combinations or divisions as necessary to carry out the Development Plan, subject to approval of City Planning Director.
2. An application for an administrative subdivision to make such changes shall include as an attachment a revision to the Development Plan and Design Criteria.

Section 6
Parking

A. Parking for the Project shall be in accordance with the Development Plan.

B. As long as the parking design standard regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any parking area shown on the Development Plan, within the boundaries of any platted lot.

Section 7
Landscaping and Screening

Landscaping for the Project shall be according to the Unified Development Code of the City of Fremont Zoning Regulations, as reflected on the Landscaping Plan attached as Exhibit "E" and made a part hereof. Minor modifications may be made consistent with the standards established in the Development Plan without prior approval of the Planning Director.

Section 8
Sidewalks and Pedestrian Features

All sidewalks, handicap accessible ramps, and crosswalks shall be designed and constructed in accordance with Site Accessibility requirements. An internal sidewalk system that connects to the perimeter sidewalks shown on Exhibit "B".

Section 9
Signage

A. Signage for the project shall be in accordance with the City of Fremont Unified Development Code, except as modified by the Design Criteria (Exhibit "C") attached hereto and made a part hereof. Minor modifications may be made by the Developer consistent with the standards established in the Development Plan without prior approval. The signage shall meet the minimum requirements of the Fremont City Code for the PD District except as modified by this Agreement, including the exhibits hereto.

B. The Project may have no more than the three (3) monument signs which shall be included in the total sign budget. The location of the monument signs shall be in conformance with Exhibit "B".

C. All signs will be installed subject to a sign permit from the City of Fremont. Unless provided for in this Agreement, all other provisions and regulations governing signs in effect at the time of application for a sign permit shall apply.

Section 10
Miscellaneous Provisions

A. Administration. The Planning Director of the City of Fremont or his or her designee, shall have the authority to administer this Agreement on behalf of the City and to exercise discretion with respect to those matters contained herein so long as the development proceeds in general accord with the Development Plan and with regard to those matters not fully determined at the date of this Agreement. The provisions of this Agreement shall run with the land in favor of and for the benefit of the City and shall be binding upon present and all successor owners of the real estate described in the attached Exhibit "A".

B. Nondiscrimination. Developer shall not, in the performance of this contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations, or national origin.

C. Applicable Law. All parties to this Agreement shall comply with all existing and applicable City ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this contract.

D. Amendments/Invalidity. Except as outlined in paragraph C of "Development Plan" above, all major amendments to this Agreement shall require the approval of the City Council of the City of Fremont and the Developer and/or its successors. The provision shall not abrogate any legal remedies available to the City Council of the City of Fremont or the Planning Director of the City of Fremont. If any provision of this Agreement is held invalid, such provisions shall be deemed to be exercised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

E. Exhibits. The following Exhibits are made a part of this Agreement and have been attached to this Agreement prior to its execution.

Exhibit "A" – Legal Description
Exhibit "B" – Site Plan
Exhibit "C" – Design Criteria
Exhibit "D" – Narrative
Exhibit "E" – Landscaping Plan

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on or before the day and year first above written.

"CITY"

CITY OF FREMONT, NEBRASKA,
a municipal corporation

By: _____
Scott Getzschman, Mayor

Attest:

By: _____
_____, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF DODGE)

On this _____day of _____ 2020, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Scott Getzschman, Mayor, and _____, City Clerk of the City of Fremont, Nebraska, a municipal corporation, known to me to the identical persons who executed the above instrument and acknowledged the execution thereof be their voluntary act and deed on behalf of said corporation.

Witness my hand and notarial seal on the day and year last above written.

_____
Notary Public

"DEVELOPER"

FWFH, LLC, a Nebraska limited
liability company

By: _____
Ward F. Hoppe, Manager

FOZC, LLC, a Nebraska limited
liability company

By: _____
Ward F. Hoppe, Manager

STATE OF NEBRASKA)
) ss
COUNTY OF _____)

On this _____day of _____ 2020, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Ward F. Hoppe, Manager of: (a) FWFH, LLC; and (b) FOZC, LLC, both Nebraska limited liability companies, known to me to the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of said companies.

Witness my hand and notarial seal on the day and year last above written.

_____
Notary Public

Exhibit "A"
Legal Description

The North 1,406.00 feet of the Northwest Quarter of Section 12, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, lying east of the abandoned Chicago and Northwestern Railway Company right-of-way.

Exhibit "B"
Site Plan

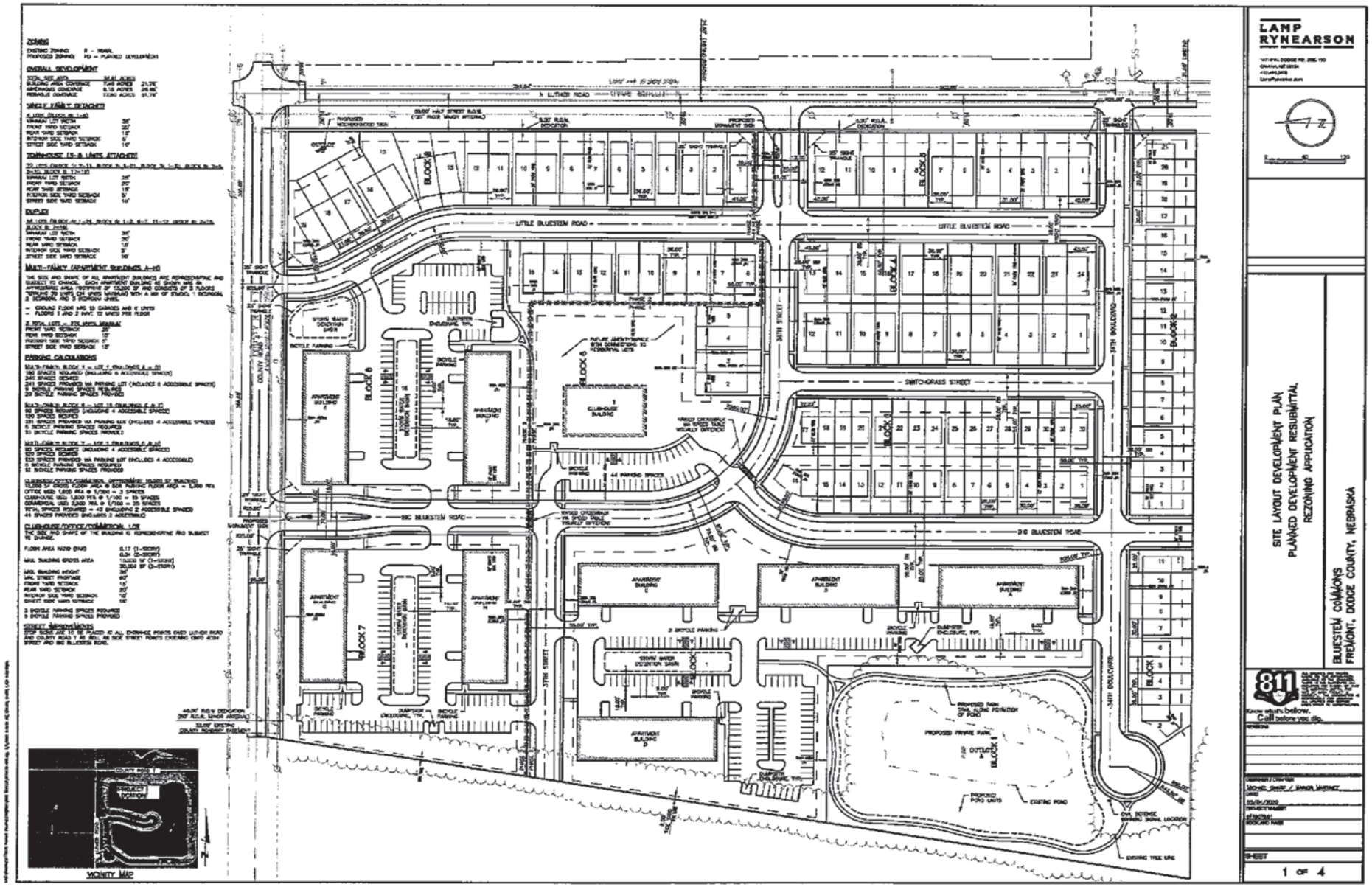


Exhibit "B"

Exhibit "C"
Design Criteria

The Design Criteria for the Housing Types located in the Bluestem Commons Planned Development community:

ZONING

EXISTING ZONING: R - RURAL
PROPOSED ZONING: PD - PLANNED DEVELOPMENT

OVERALL DEVELOPMENT

TOTAL SITE AREA	34.41 ACRES	
BUILDING AREA COVERAGE	7.46 ACRES	21.7%
IMPERVIOUS COVERAGE	9.15 ACRES	26.6%
PERVIOUS COVERAGE	17.80 ACRES	51.7%

SINGLE FAMILY DETACHED

6 LOTS (BLOCK 8: 1-6)	
MINIMUM LOT WIDTH	36'
FRONT YARD SETBACK	20'
REAR YARD SETBACK	15'
INTERIOR SIDE YARD SETBACK	5'
STREET SIDE YARD SETBACK	10'

TOWNHOUSE (3-5 UNITS ATTACHED)

72 LOTS (BLOCK 1: 2-11, BLOCK 2: 1-21, BLOCK 3: 1-32, BLOCK 5: 3-5, 8-10, BLOCK 8: 17-19)	
MINIMUM LOT WIDTH	25'
FRONT YARD SETBACK	20'
REAR YARD SETBACK	15'
INTERIOR SIDE YARD SETBACK	5'
STREET SIDE YARD SETBACK	10'

DUPLEX

54 LOTS (BLOCK 4: 1-24, BLOCK 5: 1-2, 6-7, 11-12, BLOCK 6: 2-15, BLOCK 8: 7-16)	
MINIMUM LOT WIDTH	36'
FRONT YARD SETBACK	20'
REAR YARD SETBACK	15'
INTERIOR SIDE YARD SETBACK	5'
STREET SIDE YARD SETBACK	10'

MULTI-FAMILY (APARTMENT BUILDINGS A-H)

THE SIZE AND SHAPE OF ALL APARTMENT BUILDINGS ARE REPRESENTATIVE AND SUBJECT TO CHANGE. EACH APARTMENT BUILDING AS SHOWN HAS AN APPROXIMATE AREA FOOTPRINT OF 13,200 SF AND CONSISTS OF 3 FLOORS TOTALING 30 UNITS (34 UNITS MAXIMUM) WITH A MIX OF STUDIO, 1 BEDROOM, 2 BEDROOM, AND 3 BEDROOM UNITS.

- GROUND FLOOR HAS 15 GARAGES AND 6 UNITS
- FLOORS 1 AND 2 HAVE 12 UNITS PER FLOOR

3 TOTAL LOTS - 276 UNITS MAXIMUM	
FRONT YARD SETBACK	25'
REAR YARD SETBACK	15'
INTERIOR SIDE YARD SETBACK	5'
STREET SIDE YARD SETBACK	13'

PARKING CALCULATIONS

MULTI-FAMILY: BLOCK 1 - LOT 1 (BUILDINGS A - D)
180 SPACES REQUIRED (INCLUDING 6 ACCESSIBLE SPACES)
240 SPACES DESIRED
241 SPACES PROVIDED VIA PARKING LOT (INCLUDES 8 ACCESSIBLE SPACES)
9 BICYCLE PARKING SPACES REQUIRED
20 BICYCLE PARKING SPACES PROVIDED

MULTI-FAMILY: BLOCK 6 - LOT 16 (BUILDINGS E & F)
90 SPACES REQUIRED (INCLUDING 4 ACCESSIBLE SPACES)
120 SPACES DESIRED
131 SPACES PROVIDED VIA PARKING LOT (INCLUDES 4 ACCESSIBLE SPACES)
5 BICYCLE PARKING SPACES REQUIRED
10 BICYCLE PARKING SPACES PROVIDED

MULTI-FAMILY: BLOCK 7 - LOT 1 (BUILDINGS G & H)
90 SPACES REQUIRED (INCLUDING 4 ACCESSIBLE SPACES)
120 SPACES DESIRED
133 SPACES PROVIDED VIA PARKING LOT (INCLUDES 4 ACCESSIBLE)
5 BICYCLE PARKING SPACES REQUIRED
10 BICYCLE PARKING SPACES PROVIDED

CLUBHOUSE/OFFICE/COMMERICAL (APPROXIMATE 10,000 SF BUILDING)
10,000 SF GROSS FLOOR AREA @ 50% PARKING FLOOR AREA = 5,000 PFA
OFFICE USE: 1,000 PFA @ 1/300 = 3 SPACES
CLUBHOUSE USE: 1,500 PFA @ 1/100 = 15 SPACES
COMMERCIAL USE: 2,500 PFA @ 1/100 = 25 SPACES
TOTAL SPACES REQUIRED = 43 (INCLUDING 2 ACCESSIBLE SPACES)
44 SPACES PROVIDED (INCLUDES 2 ACCESSIBLE)

CLUBHOUSE/OFFICE/COMMERCIAL LOT
THE SIZE AND SHAPE OF THE BUILDING IS REPRESENTATIVE AND SUBJECT TO CHANGE.

FLOOR AREA RATIO (FAR)	0.17 (1-STORY)
	0.34 (2-STORY)
MAX. BUILDING GROSS AREA	15,000 SF (1-STORY)
	30,000 SF (2-STORY)
MAX. BUILDING HEIGHT	35'
MIN. STREET FRONTAGE	60'
FRONT YARD SETBACK	15'
REAR YARD SETBACK	20'
INTERIOR SIDE YARD SETBACK	10'
STREET SIDE YARD SETBACK	15'

3 BICYCLE PARKING SPACES REQUIRED
5 BICYCLE PARKING SPACES PROVIDED

STREET IMPROVEMENTS
STOP SIGNS ARE TO BE PLACED AT ALL ENTRANCE POINTS ONTO LUTHER ROAD AND COUNTY ROAD T AS WELL AS SIDE STREET POINTS ENTERING ONTO 40TH STREET AND BIG BLUESTEM ROAD.

Exhibit "D"
Narrative

LAMP RYNEARSON

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
LampRynearson.com

May 15, 2020

Ms. Jennifer Dam, AICP Planning
Director
City of Fremont Planning & Development Department 400 East
Military Avenue
Fremont, NE 68026

REFERENCE: Bluestem Commons
Planned Development – Project Narrative
Job No. 0119078.01-002

Dear Ms. Dam:

Submitted herewith is the Bluestem Commons Project Narrative for the Planned Development Rezoning Application, as required by the City of Fremont PD Response Letter and Unified Development Code Section 11.405.07.

PROJECT NARRATIVE – as required by City of Fremont UDC – Section 11.405.07

The Fremont Community Housing project is a proposed PD – Planned Development located on the northeast side of the City of Fremont, consisting of approximately 34 acres at the southwest corner of County Road T and Luther Road. The existing zoning is R – Rural with adjacent zoning, consisting of R – Rural to the north, west, south, and the Ritz Lake subdivision to the east, which is zoned PD.

The overall concept of the proposed PD is to create a multi-product residential housing community consisting of multi-family (apartment buildings), townhomes (3 – 5 attached units), single family detached, and duplexes, complemented with a centrally located multi-use clubhouse building and amenity space. The multi-family buildings will include a minimum of 30 units and maximum of 34 units for each building. The development is proposed to be constructed in two (2) phases and provide a mix of residential product types supporting a range of incomes. These housing types are focused on maintaining price points accessible to employees of expanding Fremont businesses, either by renting or through ownership.

The residential housing types listed above are the only permitted uses within the residential lots located throughout the development.

Proposed commercial uses are to be implemented only as additional leasable space within the centrally located clubhouse/leasing office building and are focused on supporting the residential community.

Commercial uses within the clubhouse building shall be as follows:

Permitted uses shall include but are not limited to:

- Restaurant/Coffee Shop (NO drive-thru window/automobile queueing lanes)
- Laundromat / Dry Cleaning
- Child Care Center
- Mail Services
- Retail Service Establishment (Boutique Commercial, Salon/Spa)
- Convenience Store/Neighborhood Market
- Office (Medical/Urgent Care, Insurance Agent, Lawyer, Accounting, Real Estate)

Conditional uses shall include but are not limited to:

- General Merchandise Retail Sales Establishment
- Mixed Use
- Farmers' Market
- Bar/Tavern
- Financial Services/Check Cashing

Prohibited uses shall include but are not limited to:

- Adult establishments
- Auto Sales and Service Establishments
- Automotive Repair Services/Car Wash
- Small Animal Veterinary Services
- Animal Grooming Facilities
- Financial Institutions (with drive-thru window/auto queueing lanes)
- Restaurant / Fast food (with drive-thru window/auto queueing lanes)
- Funeral Establishment/Funeral Home
- Small Animal Boarding Facilities
- Service Station

Intensity of Development - Residential

Residential density for the Bluestem Commons development is summarized in the table below.

Category	Area (ac.)	No. of Units	Density, Units Per Acre	Max. Density, Units Per Acre – Urban Residential (Table 11-602.01)	Max. Density, units per acre (Table 11-602.01) + 10% Affordable Housing Bonus
Multi-Family	13.43	272	20.25	24	26.40
Duplex	4.82	54	11.20	16.14	18.75
Townhouse	4.81	72	14.97	20.07	22.08
Single Family Detached (Standard II)	0.59	6	10.17	12.21	13.43
Total	33.43	404	12.08	12.21	13.43

Notes
*Total area includes all internal street right-of-way, Clubhouse/Amenity lot, and Outlots A and B.

Overall residential density of the project is within the maximum allowed per UDC Table 11-602.01. Intensity of

Development – Non-Residential

Maximum Floor Area Ratio (FAR) for the non-residential uses within the clubhouse/leasing office building (Block 6, Lot 1) are 0.17 for one-story buildings and 0.34 for two-story buildings. Additional non- residential use regulators are noted on the PD Site Plan.

Mix of Housing Types

The mix of housing types for the Bluestem Commons development is summarized in the table below.

Housing Type	No. of Buildings	% of Total
Multi-Family (Apartments)	8	13.5%
Townhouse (3 – 5 attached units)	18	30.5%
Single Family – Detached	6	10.2%
Duplex	27	45.8%
Total	59	100%

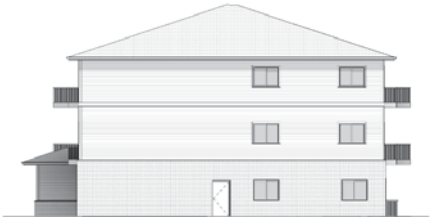
Multi-Family – Apartments

The multi-family apartments are a mix of studios, 1, 2, and 3-bedroom units. The buildings are proposed slab on grade and there are 15 garages with six (6) dwelling units on the ground floor and 12 dwelling units on both the 2nd and 3rd floors. Based on building materials and design at the time of construction, the elevations shown in Figure 1 below are representational and subject to change as necessary.

Figure 1.

Front Elevation

Left Elevation Right Elevation



Rear Elevation

Duplexes

The duplexes are proposed to be a mix of both 1 and 2-story homes, as well as a mix of slab on grade and basements, all approximately 31' x 61' per unit. Based on building materials and design at the time of construction, the elevations shown below in Figure 2 are representational and subject to change as necessary.

Figure 2.

Duplex A: 1-Story, Exterior Garage

Duplex B: 1-Story, Interior Garage

Duplex C: 2-Story, Interior Garage

Townhomes (3 – 5 attached units)

The townhomes include a mix between triplexes and row houses consisting of 3, 4, and 5 attached units available. All row house options are proposed to be 2-story homes, slab on grade, approximately 25' x 42' per unit. There will be a mix of triplexes throughout the project with varying dimensions consisting of both 1 and 2-story homes, slab on grade and basements. Triplexes utilizing the elevations shown below will have the same 25' x 42' dimension per unit. There will also be triplexes utilizing the elevations shown above with the duplex examples and will have the same 31' x 61' dimension per unit. Based on building materials and design at the time of construction, the elevations shown below in Figure 3 are representational and subject to change as necessary.

Figure 3.

Single Family Residential – Detached

The detached single-family homes are proposed to be 2-story homes, with a mix of slab on grade and basements, all approximately 26' x 48' (depths to vary between 40' and 60'). Based on building materials and design at the time of construction, the elevation shown below in Figure 4 is representational and subject to change as necessary.

Figure 4.

Clubhouse/ Leasing Office and Commercial Use Building

A clubhouse/office building with commercial space is the only other proposed and permitted building within the residential lot area throughout the development. The proposed building is currently shown as a single story, slab on grade building with its own parking lot, centrally located with various amenities connected or within proximity to it. Based on building materials and design at the time of construction, the plan view and elevation shown below in Figure 5 are representational and subject to change as necessary.

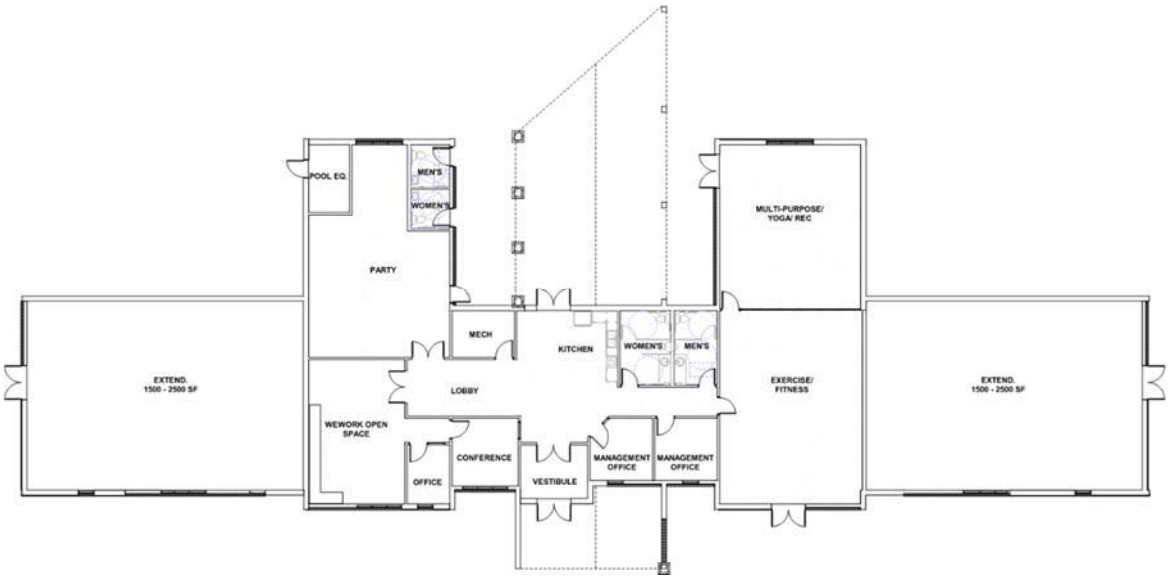
The clubhouse is meant to help support the community, with a programmatic management style to support residents and foster engagement/interaction (e.g. specified times for food truck events, trivia and movie nights, etc.). The clubhouse may also serve as a specific transit station/hub location for various city employers wishing to provide a means of transportation for larger groups of their employees.

Commercial space will be available for leasing opportunities and consist of approximately 50% of the building square footage. Permitted, conditional, and prohibited commercial uses are listed on page 2 of this narrative, however, certain neighborhood oriented commercial uses will be allowed with an administrative site plan approval as necessary.

Noncommercial uses within the clubhouse building shall include but are not limited to:

- General offices
- Fitness center
- Multi-purpose room
- Conference center and work space rooms
- Common lounge

Figure 5.
Plan View



Front Elevation

Amenity spaces to be accessible to all residents are intended to be centrally located adjacent to the clubhouse building and shall include but not be limited to the following:

Phase 1 and/or 2

- Sundeck
- BBQ, picnic area, and play structures
- Dog park / dog run
- Walking trail and outdoor trails around the lake

Additional amenities being considered

- Sports courts/fields
- Playground equipment
- Workplace transportation
- Swimming pool

Dedications & Easements

Land along both County Road T and Luther Road is being dedicated to the City of Fremont for public right- of-way purposes, which will update Luther Road to a 120' wide R.O.W. and County Road T to an 80' wide R.O.W. Easements have been created for private storm and sanitary sewer lines as well as a sanitary lift station. Please reference the plat documents for all dedications and easements.

Sanitary Improvement District

A Sanitary & Improvement District (SID) will be formed for the construction of public infrastructure. The SID will be responsible for maintenance of public sewers, water mains, streets, Outlots A and B, and for the private park in Outlot A (as shown on the preliminary plat). A neighborhood association will be formed through covenants and be responsible for maintenance of the areas around the clubhouse and amenity space, as well as the main entrance monument signs.

Monument and Neighborhood Signage

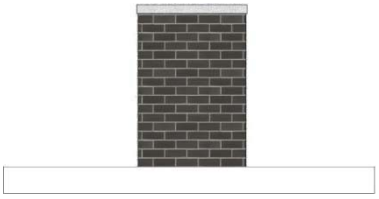
A neighborhood sign with complementary landscaping is proposed within Outlot B at the corner of County Road T and Luther Road and will be maintained by the SID as noted above. This sign will be located to comply with sight triangle requirements and shall meet all other UDC signage requirements.

Two (2) monument signs are proposed for the development, each to be located within the roadway medians at both main entrances to the development. Phase 1 would include a sign within the median at the intersection of 36th Street and Luther Road, while Phase 2 would add the other sign in the median at Big Bluestem Road and County Road T. Conceptually, the signs are 6' high by 14' long. Based on building materials and design at the time of construction, the elevations shown below in Figure 6 are representational and subject to change as necessary.

The owners acknowledge signs are not currently allowed within street ROW's per the UDC and anticipate requesting permission from the City Council to locate them within the medians as noted above and as shown on the PD Site Plan. This request is being made to take advantage of the fill required to elevate Big Bluestem Road and 36th Street. Locating the signs within the medians would help elevate them high enough to minimize flooding potential and would be the most visually advantageous to help clearly identify the development for vehicles travelling in both directions. Locating the signs within the medians with proposed landscaping and concrete curbing will also help protect them. All maintenance required will be the neighborhood association's responsibility. The signs will be located to comply with sight triangle requirements and shall meet all other UDC signage requirements.

Figure 6.
Front/Rear Elevation

Left Elevation



Right Elevation

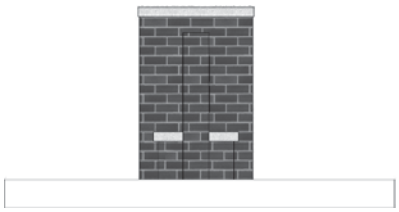
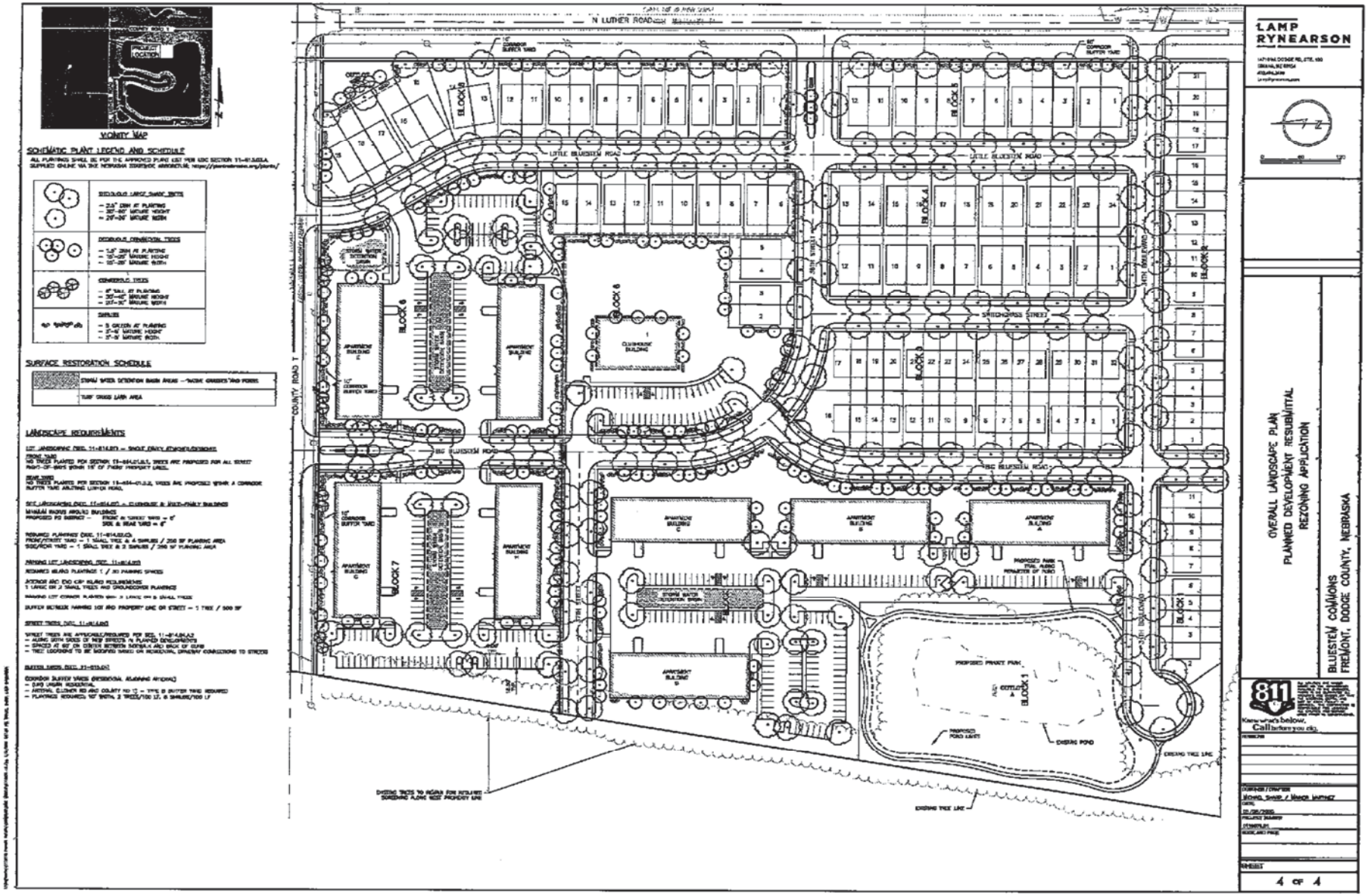


Exhibit "E"
Landscaping Plan



4820-4879-1222, v. 5

RESOLUTION NO. 2020-109

A Resolution of the City Council of the City of Fremont, Nebraska, approving the Planned Development Agreement for Bluestem Commons.

WHEREAS, the developer has requested a Change of Zone from R, Rural to PD, Planned Development, and,

WHEREAS, the Planning Commission held Public Hearings regarding the Planned Development on November 18th, 2019, December 16th, 2019 and February 18th, 2020, and,

WHEREAS, the Planning Commission recommended approval of the Bluestem Commons Planned Development to the City Council, and,

WHEREAS, the City Council held first reading of Ordinance No.5528 on March 10th and second reading of the Ordinance on May 12th, 2020, and,

WHEREAS, the City Council approved Ordinance No. 5528 on May 26th, 2020, and,

WHEREAS, the City Council has approved the Preliminary Plat and Final Plat for the Bluestem Commons Development, and

WHEREAS, the City Council and the Developer have agreed that the Bluestem Commons Planned Development is developed in the manner in which it has been portrayed.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont hereby approves the Planned Development Agreement for the Bluestem Commons Planned Development.

PASSED AND APPROVED THIS 26th DAY OF MAY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Jennifer Dam, Planning Director

DATE: May 26, 2020

SUBJECT: Bluestem Commons Subdivision Agreement

Recommendation: Motion to Approve Bluestem Commons Subdivision Agreement

---

Background:

Attached is the subdivision agreement for the Bluestem Commons development.

The agreement stipulates the responsibilities of the Developer and the City for the review, cost of and installation of infrastructure.

This is a standard agreement between the City and developers for a SID.

Fiscal Impact: The City will bear the costs of oversizing streets, infrastructure, 50% of the cost of street signs and the future maintenance of the public facilities.

SUBDIVISION AGREEMENT

Bluestem Commons Subdivision

THIS AGREEMENT, made and entered into this _____ day of _____ 2020, between FWFH, LLC, a Nebraska limited liability company and FOZC, LLC, a Nebraska limited liability company, (collectively, hereinafter referred to as "Subdivider"), SANITARY AND IMPROVEMENT DISTRICT NO 9 of DODGE COUNTY, NEBRASKA, (hereinafter referred to as "District"), and the CITY OF FREMONT, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", which parcel of land is outside the corporate limits of the City, within the City's zoning and platting jurisdiction, and found to be in accordance with the Comprehensive Plan of the City ; and,

WHEREAS, the overall area to be developed will be developed in 2 phases, a final plat having been approved for Phase 1 only (hereinafter referred to as the "Area to be Developed"), which final plat is attached her as Exhibit “A; and

WHEREAS, the Subdivider proposes that the District will build certain public improvements in the Area to be Developed; and,

WHEREAS, the Subdivider and the District wish to connect the system of sanitary sewers to be constructed by the District, within the Area to be Developed, to the sewer system of the City; and,

WHEREAS, the Subdivider has or will create the Bluestem Commons Owners Association, Inc. ("Owners Association"), for residential lots within the Area to be Developed, comprised of the property owners of the following:

- Lots 2-11, Block 1
- Lots 1-21, Block 2
- Lots 1-32, Block 3
- Lots 1-24, Block 4
- Lots 1-12, Block 5
- Lots 2-5, Block 6

(Collectively, the "Residential Lots"); and for apartment buildings within the Area to be Developed, comprised of the property owners of the following:

- Lot 1, Block 1—(four apartment buildings, containing 30-34 units each)

(Collectively, the "Apartment Buildings"); and,

WHEREAS, the Area to be Developed includes the following outlot which will be developed as part of Phase 1:

- Outlot "A"

(the "Retained Lot") (collectively, the Residential Lots, the Apartment Buildings, and the Retained Lot, are the "Lots"); and,

WHEREAS, the parties wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the Area to be Developed or serving the Area to be Developed and the extent to which the contemplated public improvements specially benefit property in the Area to be Developed and to what extent the cost of same shall be specially assessed.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Agreement, the following words and phrases shall have the following meanings:

A. The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees (including but not limited to design, observation, and testing), attorneys' fees, testing expenses, publication costs, financing costs and miscellaneous costs. Financing costs shall include all fiscal agent's warrant fees and bond fees, and interest on warrants to date of levy of special assessments. The date of levy of special assessments shall mean within six (6) months after acceptance of the improvement by the Board of Trustees of the District. For costs reimbursed by the City as set forth in Section II below, financing costs shall include interest on warrants from the date of issuance by the District to the date of reimbursement by the City to the District.

B. "Property benefited" shall mean property within the Area to be Developed which constitutes building sites. Outlot "A" is open area and therefore is not a building site and shall be owned and maintained by the Owners Association, its successors or assigns.

C. "Street intersections" shall be construed to mean the area shown on the attached street intersection drawings (Exhibit "B").

D. "General obligation" shall mean unassessable capital costs.

E. (RESERVE FOR PHASE 2---"County Road T Improvements")

SECTION I

Subdivider and District covenant that Subdivider shall, and the District covenants that the District will, within 180 days of the filing of the final plat but in any event prior to beginning construction of the improvement, present to the City Clerk for the benefit of the City binding contracts in full force and effect calling for the timely and orderly installation of the following public improvements, according to the terms of those contracts. The District shall also provide and deliver to the City written confirmation of a binding agreement between the District and its fiscal agent calling for the placement of the warrants or bonds of the District for the installation of the improvements set forth herein:

A. Concrete paving of all streets dedicated, per the plat (Exhibit "A"), with residential paving to be twenty-eight (28) feet in width. Final plans and specifications for said improvements shall be approved by the City prior to the start of construction.

B. All sanitary sewer mains, manholes and related appurtenances constructed in dedicated street rights-of-way and easements, per plat (Exhibit "A"), same to be located as shown on attached Exhibit "C". Final plans and specifications for said improvements shall be approved by the City prior to the start of construction.

C. Storm sewers, inlets, manholes and related appurtenances constructed in street rights-of-way and easements, per plat (Exhibit "A"), as shown on attached Exhibit "D". Final plans and specifications for said improvements shall be approved by the City prior to the start of construction.

D. Water Mains, hydrants, and related appurtenances constructed in street rights-of-way and easements, per plat (Exhibit "A"), as shown on attached Exhibit "E". Final plans and specifications for said improvements shall be approved by the City prior to the start of construction.

E. Gas distribution mains located within dedicated street rights-of-way dedicated per plat (Exhibit "A") to be installed by the City.

F. Street lighting for public streets dedicated per plat (Exhibit "A") to be installed by City.

G. Underground electrical service to each of the lots per plat (Exhibit A) in the Area to be Developed to be installed by City.

H. Sidewalks and street trees along both sides of all public streets within the Area to be Developed shall be constructed by the Subdivider or District in conformance with the City subdivision ordinances according to the following schedule:

    1. Curb ramps shall be constructed per City standards at all public street intersections. Construction of these ramps shall be included in the street paving project but shall not take place until after all conflicting utilities have been installed. The cost for these ramps may be a general obligation of the District.

    2. Sidewalks shall be a private expense, except for sidewalks fronting outlots owned by the outlot owner per paragraph B of the definitions and except sidewalks along Luther Road, which shall be a general obligation of the District. All sidewalks shall be constructed in accordance with the Subdivider's building guidelines and with Covenants, Conditions, and Restrictions applicable to the Area to be Developed.

SECTION II

The parties agree that the entire cost of all public improvements paid for by the District and set out in Section I herein shall be defrayed as follows:

A. One hundred percent (100%) of the entire cost of all streets and sidewalks shall be paid by special assessment against the property benefited within the Area to be Developed,

except for street intersections which may be a general obligation and except for sidewalks fronting outlots and sidewalks along Luther Road which may be a general obligation, as indicated in Exhibit "B".

B. The sanitary sewer lift station will be built to serve both Phase 1 and Phase 2 of the overall area to be developed, and, as such, the entire cost of the sanitary sewer lift station may be a general obligation of the District.

C. The entire cost of the off-site sanitary outfall sewer located outside the District Boundaries ("Outfall Sewer") shall be paid by the City as follows:

    1. All invoices for the Outfall Sewer shall be paid by the District.

    2. When construction of the Outfall Sewer reaches substantial completion, the District shall submit a Statement of Costs for all costs incurred by the District associated with the Outfall Sewer. The City will reimburse the District for one hundred percent (100%) of the costs incurred by the District for the Outfall Sewer. The City shall reimburse the District within thirty (30) days of receipt of the Statement of Costs. All reimbursements from the City to the District shall be credited to the Bond Construction Account of the District.

    3. Upon completion of the Outfall Sewer, the Outfall Sewer shall be turned over to the City, which will then own, operate, and maintain the Outfall Sewer.

D. One hundred percent (100%) of the entire cost of all sanitary sewers, including manholes and other appurtenances, shall be paid by special assessment against property benefited within the Area to be Developed, provided,

    1. Upon completion of the sanitary sewers, the sanitary sewers shall be turned over to the City which will then own, operate, maintain the sanitary sewers for the benefit of the District.

    2. The District shall pay a yearly maintenance fee as provided by the City, which cost shall not exceed three thousand dollars ($3,000.00).

    3. Customers of the District shall be charged an "Outside City" schedule of rates. At the time the District is annexed, Customers will be charged a "Within City" schedule of rates.

E. One hundred percent (100%) of the entire cost of the storm sewer and appurtenances serving the District constructed inside the District boundary by the District may be a general obligation of the District.

F. The entire cost of the off-site water distribution system and located outside the District Boundaries ("Off-Site Water System"), shall be paid by the City, as follows:

    1. All invoices for the Off-Site Water System shall be paid by the District.

    2. When construction of the Off-Site Water System reaches substantial completion, the District shall a Statement of Costs for all costs incurred by the District associated with the Offsite Water System. The City will reimburse the District

for one hundred percent (100%) of the amount paid to date by the District for the Off-Site Water System. The City shall reimburse the District within thirty (30) days of receipt of the Statement of Costs. All reimbursements from the City to the District shall be credited to the Bond Construction Account of the District.

3. Upon completion of the Off-Site Water System, the Off-Site Water System shall be turned over to the City, which will then own, operate, and maintain the Off-Site Water System.

G. The entire cost of the water distribution system serving the Area to be Developed and located within the District Boundaries ("On-Site Water System") shall be specially assessed against property benefitted with the Area to be Developed.

1. Upon completion of the On-Site Water System, the On-Site Water System shall be turned over to the City, which will then own, operate, maintain the On-Site Water System for the benefit of the District.

2. Provided that owners of Lots within the District pay the applicable connection and service extension charges to the City, the City shall charge owners of Lots within the District an "Outside City" schedule of rates, until such time as the District is annexed, at which point owners of Lots within the District will be charged a "Within City" schedule of rates.

H. One hundred percent (100%) of the entire cost of monthly contract charges paid to the City for furnishing lighting of public streets shall be paid from the operating fund of the District.

I. District shall pay $750 per Residential/Duplex Lot to the City when the primary electric lines are constructed by the City in the Area to be Developed.

J. One hundred percent (100%) of the entire cost of the installation of electrical power secondary service to each Lot in the Area to be Developed shall be specially assessed against each Lot as follows:

1. Connection fee and applicable secondary service fees for each residential lot shall be paid to City by the prospective customer when service is requested.

2. Connection fee, primary electrical conduit, and applicable secondary service fees for each commercial/multifamily lot shall be paid to City by the prospective customer when service is requested.

3. Customers of the District shall be charged an "Outside City" schedule of rates. At the time the District is annexed, Customers will be charged a "Within City" schedule of rates.

K. Any payments to other sanitary and improvement districts, sanitary districts, or municipalities for any fees or charges will not be a general obligation of the District, except as otherwise provided in this agreement. No such charges are expected at this time.

L. No funds of the District are to be used for the installation or maintenance of telephone equipment.

M. Street identification signs may be a general obligation, provided the signs are in compliance with the Manual on Uniform Traffic Control Devices. All signs shall be approved, in writing, by the Traffic Engineer of the City prior to installation.

N. The Sediment and Erosion Control Plan to be submitted to the City for compliance with NPDES regulations is attached hereto and incorporated herein as Exhibit "F". The City must approve said plan prior to City Engineer's second signature on the final plat. The initial construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for privately by the Subdivider. Removal of said sediment and erosion control measures may be a general obligation of the District. All sediment and erosion control facilities are to remain in place until seventy percent (70%) of the drainage sub-basin serviced by these erosion control measures are fully developed (all non-pervious areas shall be covered with established vegetation cover), and with the written permission of the City Public Works Department authorizing their removal. Sediment removal shall be paid as follows:

1. During the initial construction of public streets and sewers, the District may pay for the removal as a general obligation of the District; a separate bid item shall be included in the public improvements contract for this work.

2. For all subsequent sediment removal, the District shall pay for the work from its operating fund as a general obligation of the District.

3. Basin closure or removal may be a general obligation of the District.

SECTION III

Credit or funds of the District may be used to pay for any public improvements specified in this Agreement, but not for any other purpose. PROVIDED, HOWEVER, the District may issue warrants for the purpose of paying for repairs, maintenance and operating costs of the District, such warrants to be paid out of funds obtained by the District through its general fund tax levy, or where allowed by law, may be paid from special assessments or fees or charges. Maintenance and repair of a public improvement shall not be a general obligation of the District nor shall construction warrants be issued therefor without the prior written approval of the City Engineer for any amount exceeding $25,000, which approval will not be unreasonably withheld, conditioned, or delayed. Storm warning sirens purchases or installation may be a general obligation. The District shall not acquire any interest in real property without the prior approval of the City of Fremont, except as shown on the Final Platt.

The General Obligation of the District for Phase 1 is estimated to be $1,588,000.00 (not including reimbursable cost of the City as set forth in Section II above), as shown on the Source & Use of Funds, Exhibit "G". The Source and Use of Funds for the total District is shown on Exhibit “G-1”. The District valuation for Phase 1 is estimated to be $33,359,212.00, as shown on Exhibit "H", for a Phase 1 debt ratio as set forth in Section II above, of 4.76%. The debt ratio for the total District is shown on Exhibit “H-1” as 3.97%. The General Obligation of the District shall be incurred only for costs identified as General Obligation-eligible costs in this Agreement, and shall not exceed the District engineer's estimate of probable cost of $1,588,000.00 for the Phase 1 and as shown on Exhibit "G," by more than

15%, except either i) the City Engineer or their designee may administratively approve a corresponding increase in the General Obligation of the District, or ii) by amendment of this Agreement and approval by the Fremont City Council. The City agrees that its failure to timely reimburse the District as set forth in Section II above will materially interfere with the operation of the District and its statutory and contractual obligations. Any General Obligation costs in excess of the approved amount shall be specially assessed or paid for privately. In no event shall public improvements financed by the District's General Obligation debt be in excess of 4.5% of estimated valuations.

SECTION IV

A. City covenants and agrees that should the City, by reason of its annexation of the District, or any area thereof, prior to District's levy of special assessments for the improvements authorized in this Agreement thereby succeeds to the District's power to levy special assessments, that the City will levy same in accordance with this Agreement.

B. All parties covenant and agree that nothing in this Agreement shall be construed so as to oblige the City to annex the Area to be Developed or any part thereof.

C. The District shall not sue nor fund any lawsuit to prevent any annexation of property within the District by the City except in the event the City annexes only a part of the District; the District does not waive its right to contest a proper division of assets and liabilities.

SECTION V

Subdivider and District covenant and agree that the District created by the Subdivider will:

D. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefor.

E. Except as may otherwise be agreed to by City, all of said District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels which are truly building sites. If any lot, parcel or other area within the Area to be Developed is not a building site by reason of insufficient size or dimensions, or by reason of easements or similar burdens, or for any other reason, then no portion of the total amount shall be levied against said unbuildable lot, parcel or other area.

F. The District shall provide the following information to the City Engineer at least twenty (20) days prior to the meeting of the Board of Trustees of the District held to propose the levy of special assessments:

    1. A detailed schedule of the proposed special assessment and/or the amount of general obligation costs of any improvement or acquisition.

    2. A plat of the area to be assessed.

3. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
   i. The amount paid to the contractor.

   ii. A special itemization of all other costs of the project, including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, including, but not limited to, interest on all warrants to date of levy of special assessments, estimated fiscal agent's warrant fees, bond fees and other items shown as "soft costs".

   iii. A special itemization of all costs of the District not itemized in (i) and (ii) above.

G. The District agrees that it will not unreasonably delay acceptance of an improvement and that District shall levy special assessments within six (6) months after acceptance of the improvement. In addition to the above notice requirement, the District shall also, twenty (20) days prior to the Board of Equalization hearing of the District, give notice in writing to the City that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt.

SECTION VI

A. The District agrees to annually levy a total combined ad valorem property tax of at least 85 cents per $100 taxable valuation until all construction fund debt is converted to bonds, and in no event, shall the District's total levy, be less than the City's total levy.

B. After written notice from the City to the District of the City's intention to annex all of the territory of the District, the District shall not, until the earlier of (i) final annexation, or (ii) nine (9) months from the District's receipt of written notice of intent of annexation, enter into any contract that is in excess of $20,000 of budgeted expenditures or that exceeds one year in duration, unless and until such contract is first approved by the City Engineer or their designee. Any such contract that is not first approved by the City Engineer or their designee shall be voidable by the City after the annexation becomes effective. Notwithstanding anything to the contrary herein, nothing in this paragraph shall be deemed to restrict the District from complying with statutory budgeting requirements or from approving contracts that *are* in the reasonable judgment of the Board of Trustees necessary to address an emergency situation within the District or to comply with their statutory obligations as Trustees.

SECTION VII

In the performance of this Agreement, the District shall not discriminate against any parties on account of race, color, creed, political or religious affiliation, sex, marital status, sexual orientation, gender identity, national origin, age, or disability in violation of federal or state laws or local ordinances.

SECTION VIII

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its sewer system (for both Phase 1 and Phase 2) to the sewer system of the City for a period not to exceed ten (10) years, in such manner and at such place or places designated on plans submitted by the District and approved by the City.

B. Upon the completion of any sanitary outfall sewer, if any, built by the District, the City shall be granted, and it shall accept control and operation of the facility. The District shall convey by proper legal instrument all its rights, easements, title, and interest in such Sanitary Outfall Sewer to the City. The form of acquisition shall be upon approved City forms.

C. Without prior written approval by the City, the District shall not permit any sewer lines outside the presently described boundaries to be connected to: The sewer or sewer lines of the District, any sewer from the District's boundaries to the sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the District's boundaries. The District shall not collect charges for such connections.

D. At all times, all sewage from and through said District into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

E. Before any connection from any premises to the sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City and for the same permit fee of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; *all* such connections shall comply with minimum standards prescribed by the City.

F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the Area to be Developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulation.

G. The District warrants that it has not employed or retained any company or person, other than a bona fide employee working for the District, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the District, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability. The District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its sewage system. The prohibition provided for herein shall not apply to the retention of an attorney or other agent for the purpose of negotiating the provisions of this Agreement where the existence of such agency has been disclosed to the City.

H. Subletting, assignment or transfer of all or part of any interest of the District hereunder is prohibited without prior written approval of the City.

I. The District expressly agrees that it is and shall be:

1. Bound by and to any provisions of any ordinances, rules, and regulations hereafter made and adopted by the City applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewage systems of the City; and,

2. Bound by any terms and provisions which by ordinance, resolution or rule of the City shall hereafter adopt or provide as being applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any sewage from a sanitary and improvement district to flow into or through any part of the sewer or sewage system of the City.

SECTION IX

A. Installation of entrance signs or related fixtures and any median landscaping and related fixtures shall be paid for by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.

B. Outlot “A” shall be owned and maintained by the Residential Association, its successors and assigns. The District will be responsible for all maintenance costs associated with the stormwater retention and stormwater management functions in accordance with the stormwater management plan for the Area to Be Developed.

C. No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement.

D. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.

E. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and runs with the land shown on Exhibit "A".

In witness whereof, we the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year first above written.

ATTEST:

CITY OF FREMONT

_____

CITY CLERK DATE

_____

MAYOR DATE

ATTEST:
SANITARY AND IMPROVEMENT DISTRICT
No. 9 OF DODGE CO., NEBRASKA

SANITARY AND IMPROVEMENT DISTRICT
No. 9 OF DODGE CO., NEBRASKA

_____

CLERK DATE

_____

CHAIRMAN DATE

ATTEST:

FWFH, LLC, a Nebraska limited
liability company

By: _____
Ward F. Hoppe, Manager

FOZC, LLC, a Nebraska limited
liability company

By: _____
Ward F. Hoppe, Manager

On this_____day of _____, 2020, sworn before me, a Notary Public in and for said County and State, personally appeared__who executed the above and acknowledged the execution thereof to be their voluntary act and deed.

_____
NOTARY PUBLIC

My Commission expires

_____

On this _____day of _____, 2020, sworn before me, a Notary Public in and for said County and State, personally appeared__who executed the above and acknowledged the execution thereof to be their voluntary act and deed.

_____
NOTARY PUBLIC

My Commission expires

_____

On this _____day of _____, 2020, sworn before me, a Notary Public in and for said County and State, personally appeared__who executed the above and acknowledged the
execution thereof to be their voluntary act and deed.

_____
NOTARY PUBLIC

My Commission expires

_____

SUBDIVISION AGREEMENT EXHIBITS

Exhibit A - Final Plat
Exhibit B – Paving, Streets
Exhibit C – Sanitary Sewer Mains, manholes, and related appurtenances
Exhibit D - Storm sewers, inlets, manholes, and related appurtenances
Exhibit E - Water Mains, hydrants, and related appurtenances
Exhibit F - Sediment and Erosion Control Plan
Exhibit G - Source & Use of Funds for Phase 1
Exhibit G-1 - Source & Use of Funds for Total District
Exhibit H - District valuation for Phase 1
Exhibit H-1 - District valuation for Total District

00883566.DOCX

BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.

BLOCK 1	
LOT #	AREA (SF)
1	242493
2	4583
3	2366
4	2366
5	2366
6	2840
7	2840
8	2366
9	2366
10	2366
11	3313

BLOCK 2	
LOT #	AREA (SF)
1	3313
2	2366
3	2366
4	2366
5	2840
6	2840
7	2366
8	2840
9	3408
10	2366
11	2366
12	2366
13	3408
14	2840
15	2366
16	2840
17	2840
18	2366
19	2366
20	2366
21	3881

BLOCK 3	
LOT #	AREA (SF)
1	3167
2	2263
3	2262
4	2715
5	2715
6	2262
7	2263
8	2715
9	2715
10	2263
11	2263
12	2715
13	2715
14	2263
15	2261
16	5617
17	3662
18	2262
19	2263
20	2715
21	2715
22	2263
23	2262
24	2715
25	2715
26	2262
27	2263
28	2715
29	2715
30	2263
31	2263
32	3167

BLOCK 4	
LOT #	AREA (SF)
1	4176
2	3456
3	3456
4	3456
5	3456
6	3456
7	3456
8	3456
9	3456
10	3456
11	3456
12	4176
13	4176
14	3456
15	3456
16	3456
17	3456
18	3456
19	3456
20	3456
21	3456
22	3456
23	3456
24	4176

BLOCK 5	
LOT #	AREA (SF)
1	5020
2	4298
3	4293
4	3693
5	4284
6	4279
7	4274
8	4269
9	3672
10	4260
11	4255
12	4958

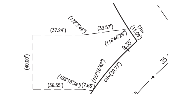
BLOCK 6	
LOT #	AREA (SF)
1	87969
2	3528
3	3528
4	3528
5	3528

OUTLOT AREAS	
OUTLOT	AREA (SF)
A	131921
B	453416

CENTERLINE CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
C1	150.00	122.36	119.00	46°44'17"
C2	200.00	163.15	158.66	46°44'17"
C3	200.00	151.01	147.45	43°15'43"

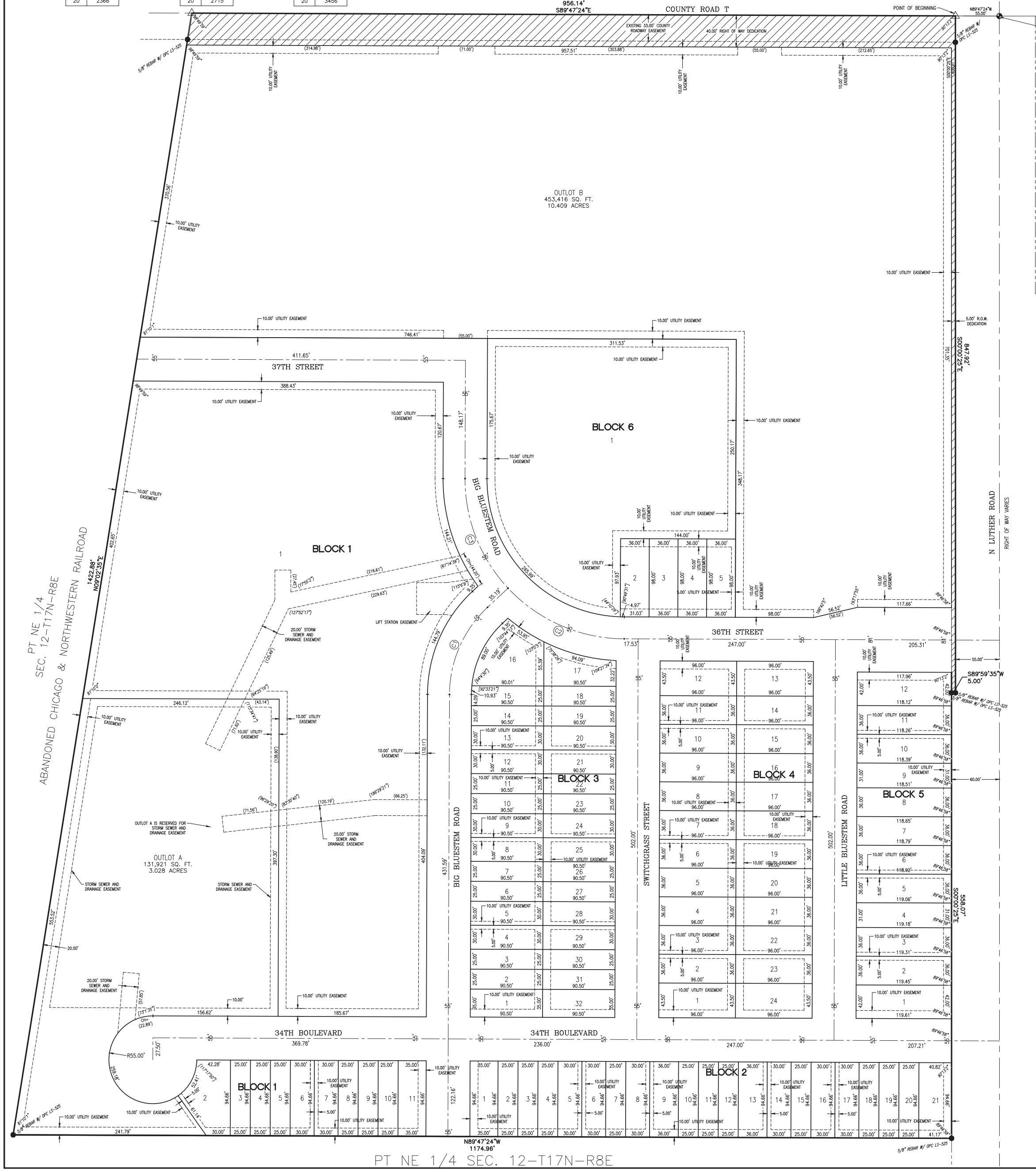
NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS.
5. DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
6. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
7. OUTLOT A IS RESERVED FOR STORM SEWER AND DRAINAGE EASEMENT.
8. OUTLOT B IS RESERVED FOR FUTURE DEVELOPMENT.
9. OUTLOTS TO BE MAINTAINED BY HOME OWNERS ASSOCIATION.



LIFT STATION EASEMENT DETAIL

NO SCALE



LEGEND

- SECTION LINE
- SECTION CORNER
- CORNER FOUND
- CORNER SET (5/8" REBAR W/1 1/4" YELLOW PLASTIC CAP STAMPED LS-561, UNLESS NOTED OTHERWISE)
- BOUNDARY LINE
- LOT LINE
- EXISTING LOT LINE
- EASEMENT LINE
- STREET DEDICATION

LOCATED IN:
NE 1/4 NE 1/4 SEC. 12, T17N, R8E
SE 1/4 NE 1/4 SEC. 12, T17N, R8E

0 60 120

SECTION CORNER TIES

N 1/4 CORNER
SEC. 12-17-8
2" ALUMINUM CAP STAMPED "DODGE COUNTY SURVEYOR 1996 GC"; 0.7' DEEP
-44.54' N TO "X" NAILS IN WEST FACE OF P.P.; 1.3' A.G.
-54.49' SE TO REBAR W/ ALUMINUM CAP STAMPED DODGE COUNTY SURVEYOR 1996 RM"; 1.0' DEEP
-42.65' S TO REBAR W/ ALUMINUM CAP STAMPED DODGE COUNTY SURVEYOR 1996 RM"; 0.7' DEEP
-37.07' SW TO "X" NAILS IN NW FACE OF P.P.; 1.3' A.G.

EAST 1/4 CORNER
SEC. 12-17-8
SURVEY SPIKE
-38.56' WNW TO "X" NAILS IN SW CORNER OF RECTANGLE P.P.; 2.2' A.G.
-50.20' NW TO CHISELED "X" IN TOP OF 30" RCP F.E.S.
-46.34' NE TO CHISELED "X" IN TOP OF 30" RCP F.E.S.
-55.85' ESE TO TOP NUT OF FIRE HYDRANT
-144.22' SSW TO "X" NAILS IN N. FACE OF P.P.; 1.2' A.G.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS BLUESTEM COMMONS, LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909, THE ENTIRE TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12;

THENCE NORTH 89°47'24" WEST (ASSUMED BEARINGS) 55.00 FEET ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12 TO A SURVEY SPIKE WITH WASHER STAMPED LS 561 AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF NORTH LUTHER ROAD AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°00'25" EAST FOR 847.92 FEET ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;

THENCE SOUTH 89°59'35" WEST 5.00 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;

THENCE SOUTH 00°00'25" EAST 558.07 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525;

THENCE NORTH 89°47'24" WEST 1174.96 FEET TO A 5/8" REBAR WITH 1 1/4" ORANGE PLASTIC CAP STAMPED LS 525 IN THE EAST RIGHT OF WAY LINE OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILROAD;

THENCE NORTH 09°02'35" EAST FOR 1422.88 FEET ON SAID EAST RIGHT OF WAY LINE TO A SURVEY SPIKE WITH WASHER STAMPED LS 561 IN THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°47'24" EAST FOR 956.14 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,498,888 SQUARE FEET OR 34.410 ACRES AS FIELD MEASURED, INCLUDING 0.726 ACRES OF EXISTING COUNTY ROAD "T" EASEMENT.

TODD L. WHITFIELD, L.S. 561
LAMP RYNEARSON
14710 W. DODGE ROAD, SUITE 100
OMAHA, NE 68154

DATE

REGISTERED LAND SURVEYOR
TODD L. WHITFIELD
LS-561
STATE OF NEBRASKA

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNERS OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND BLOCKS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS BLUESTEM COMMONS; DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND WE DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AS SHOWN HEREON AND DO HEREBY GRANT THE EASEMENTS TO THE CITY OF FREMONT, NEBRASKA, A MUNICIPAL CORPORATION AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEES, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER
FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

WARD F. HOPPE
MANAGER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS

COUNTY OF ______________________)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_________ DAY OF __________________, 20____

BY WARD F. HOPPE, MANAGER OF FWFH, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND FOZC, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANIES.

SIGNATURE OF NOTARY PUBLIC

APPROVAL OF FREMONT CITY PLANNING COMMISSION

THIS FINAL PLAT OF BLUESTEM COMMONS, LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B WAS APPROVED BY THE FREMONT CITY PLANNING COMMISSION THIS

_______ DAY OF ______________________, 20_____

SECRETARY, FREMONT PLANNING COMMISSION

APPROVAL OF FREMONT CITY COUNCIL

THIS PLAT OF BLUESTEM COMMONS, LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF FREMONT, NEBRASKA THIS

_______ DAY OF ______________________, 20_____

IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

MAYOR

ATTEST ______________________
CITY CLERK

EXHIBIT A

LAMP RYNEARSON
14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

TODD L. WHITFIELD
LS-561

FINAL PLAT

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

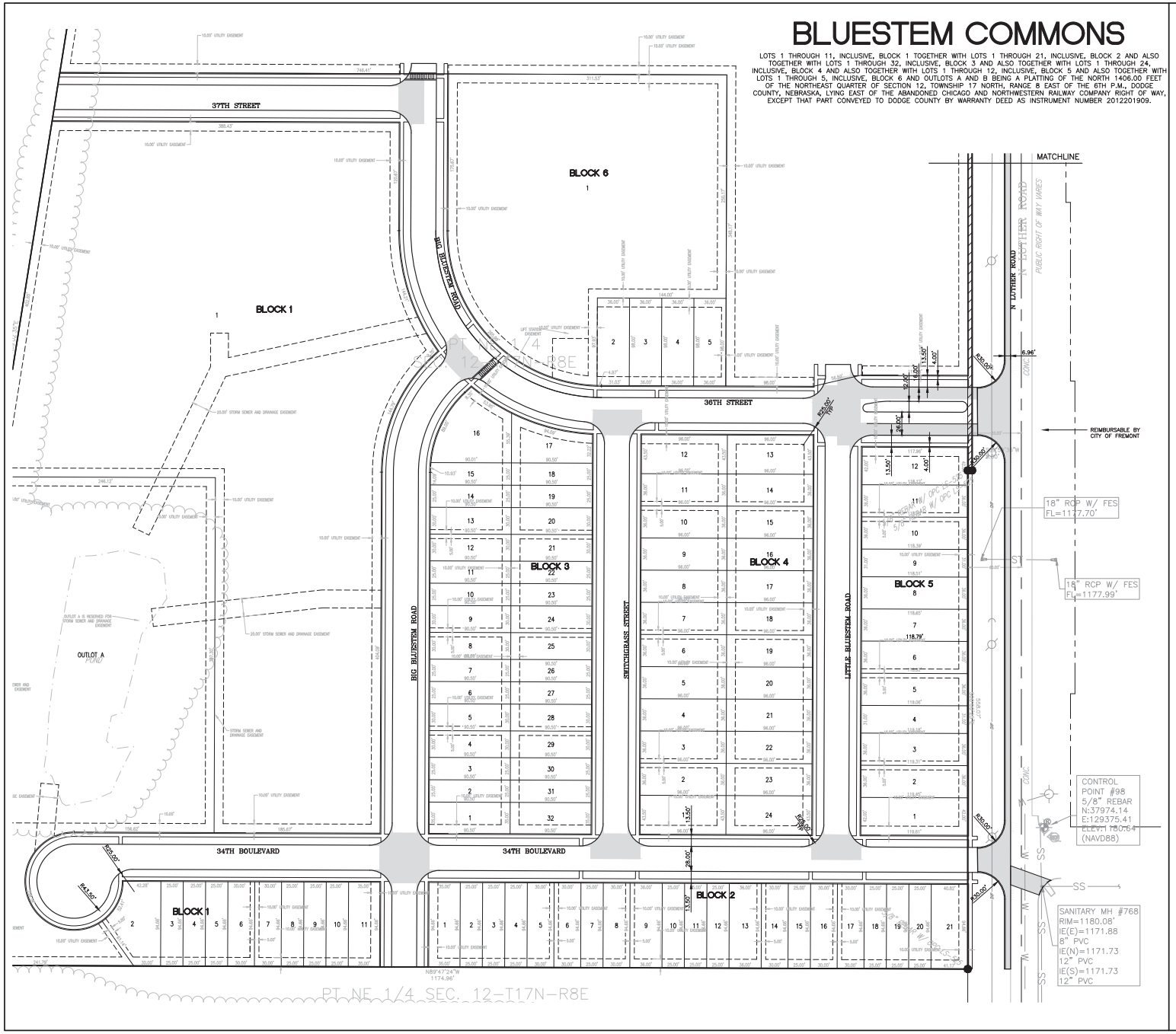
REVISIONS
12-6-2019 EAM
12-11-2019 EAM
2-14-2020 EAM

DESIGNER / DRAFTER
TLW/EAM
DATE
2-14-2020
PROJECT NUMBER
0119078.01-002
BOOK AND PAGE
19078, 1-6

SHEET
1 OF 1

BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.



LEGEND

- PROPOSED PAVEMENT
- PROPOSED G.O. PAVEMENT
- PROPOSED SIDEWALK
- PROPOSED BARRICADE
- PROPOSED BOUNDARY
- PROPOSED EASEMENTS
- EXISTING PAVEMENT
- ST — EXISTING STORM SEWER
- SS — EXISTING SANITARY SEWER
- W — W — EXISTING WATER
- OHP — EXISTING OVERHEAD POWER
- EXISTING TREE LINE

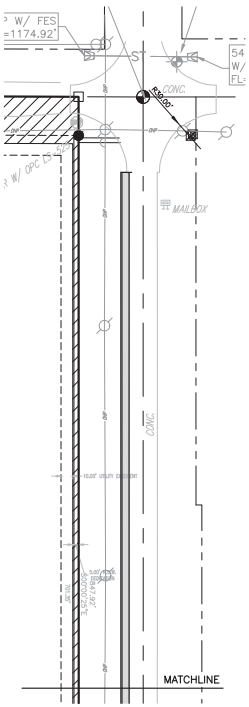


EXHIBIT B

LAMP RYNEARSON
14710 W. DODGE RD. STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 50 100

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

SUB DIVISION AGREEMENT EXHIBIT

PAVING

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

811 Know what's below. Call before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THE EXACT LOCATION OF FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND ELEVATION OF FACILITIES ARE CORRECT. EACH CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

REVISIONS

DESIGNER / DRAFTER

DATE

PROJECT NUMBER

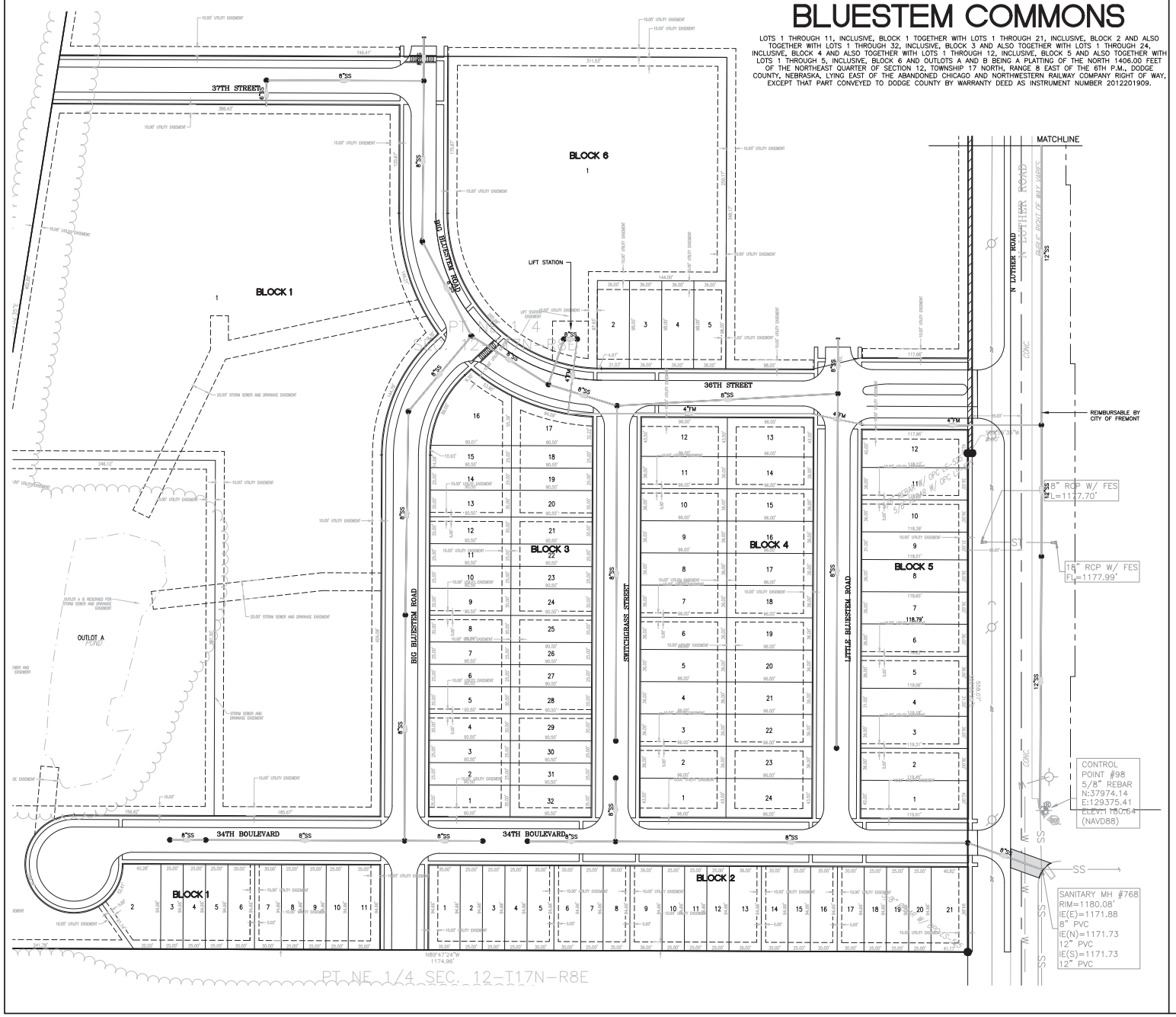
BOOK AND PAGE

SHEET

1 OF 1

BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.



LEGEND

- 8"SS — PROPOSED SANITARY
- PROPOSED MANHOLE
- PROPOSED BOUNDARY
- PROPOSED EASEMENTS
- EXISTING PAVEMENT
- ST — EXISTING STORM SEWER
- SS — EXISTING SANITARY SEWER
- W — EXISTING WATER
- OHP — EXISTING OVERHEAD POWER
- EXISTING TREE LINE

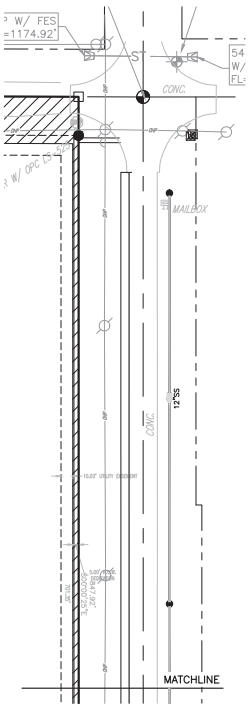


EXHIBIT C

LAMP RYNEARSON
14710 W. DODGE RD. STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 50 100

PRELIMINARY

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SUB DIVISION AGREEMENT EXHIBIT

SANITARY SEWER

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

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REVISIONS

DESIGNER / DRAFTER

DATE

PROJECT NUMBER

BOOK AND PAGE

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1 OF 1

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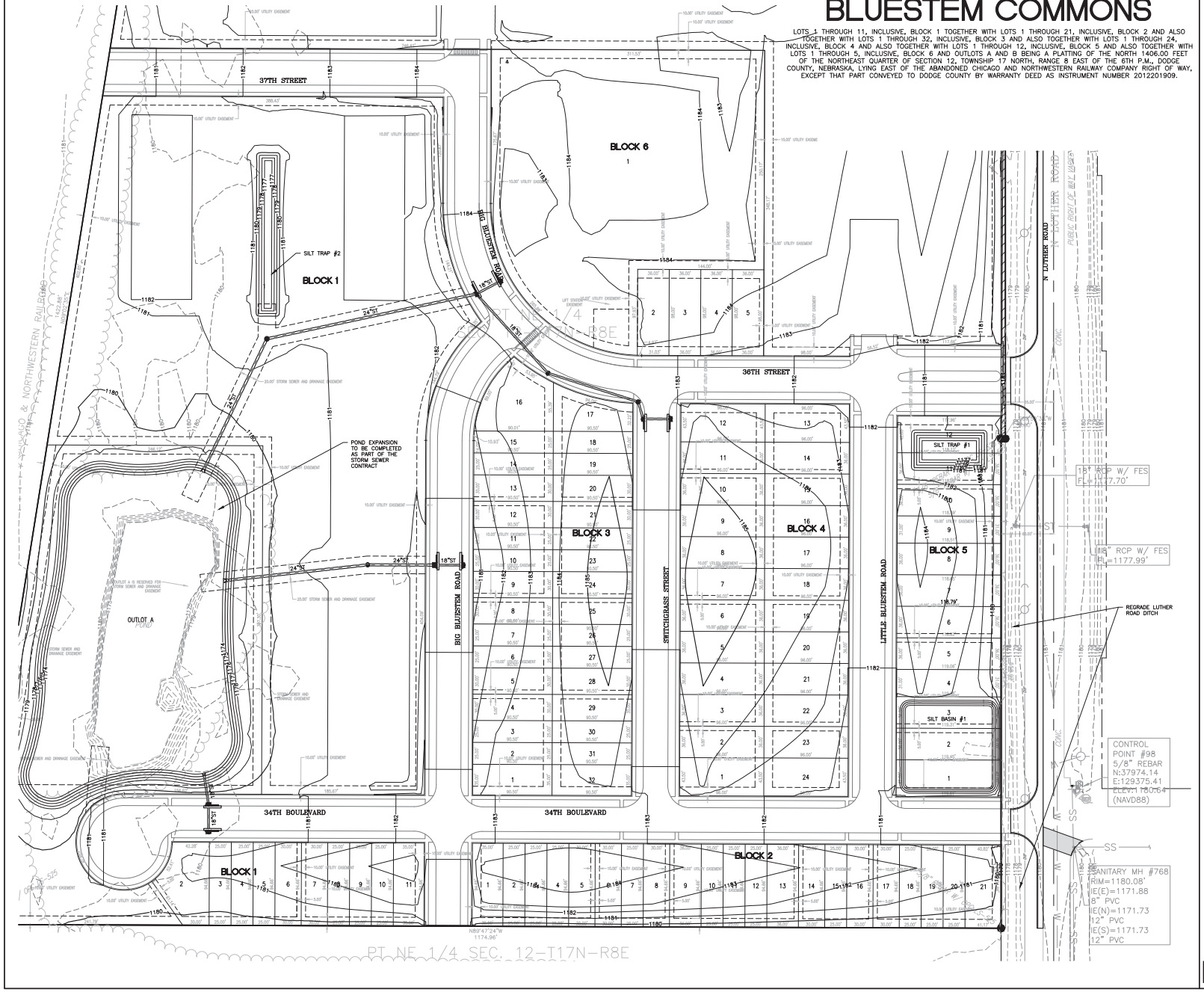
BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.



LEGEND

- 18"ST — PROPOSED STORM
- PROPOSED MANHOLE
- PROPOSED CURB INLET
- PROPOSED FES
- PROPOSED AREA INLET
- 1180 — PROPOSED CONTOUR
- 1180 — EXISTING CONTOUR
- PROPOSED BOUNDARY
- PROPOSED EASEMENTS
- EXISTING PAVEMENT
- ST — EXISTING STORM SEWER
- SS — EXISTING SANITARY SEWER
- W — EXISTING WATER
- OHP — EXISTING OVERHEAD POWER
- EXISTING TREE LINE

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402.496.2498
LampRynearson.com

0 50 100

PRELIMINARY

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SUB DIVISION AGREEMENT EXHIBIT

STORM SEWER

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

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REVISIONS

DESIGNER / DRAFTER

DATE

PROJECT NUMBER

BOOK AND PAGE

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1 OF 1

EXHIBIT D

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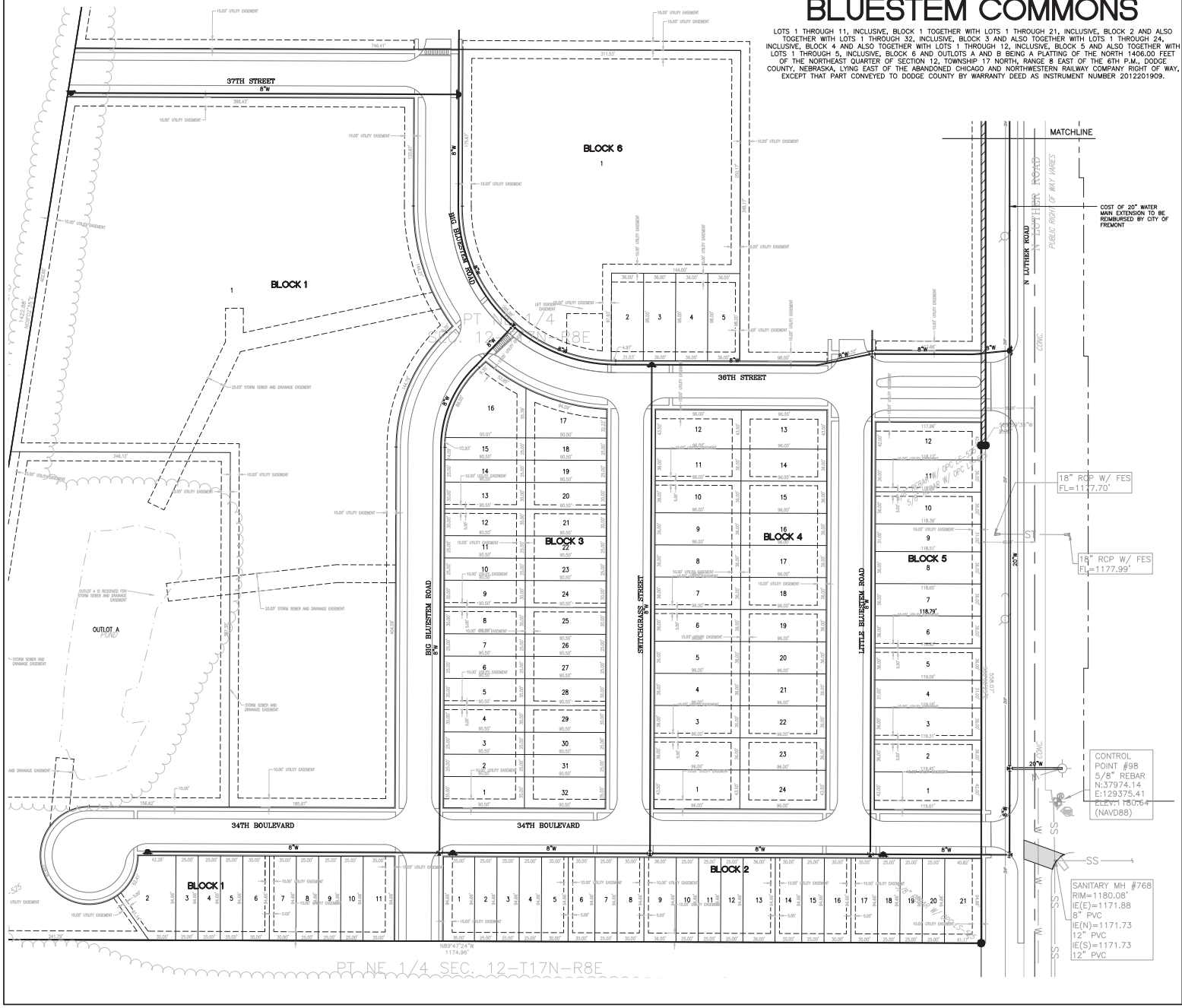
BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.



LEGEND

- PROPOSED STORM
- PROPOSED BEND
- PROPOSED TEE
- PROPOSED HYDRANT
- PROPOSED BOUNDARY
- PROPOSED EASEMENTS
- EXISTING PAVEMENT
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATER
- EXISTING OVERHEAD POWER
- EXISTING TREE LINE

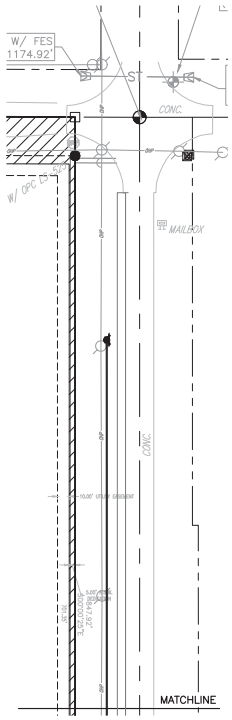


EXHIBIT E

LAMP RYNEARSON
14710 W. DODGE RD. STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

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SUB DIVISION AGREEMENT EXHIBIT

WATER MAIN

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

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DESIGNER / DRAFTER

DATE

PROJECT NUMBER

BOOK AND PAGE

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1 OF 1

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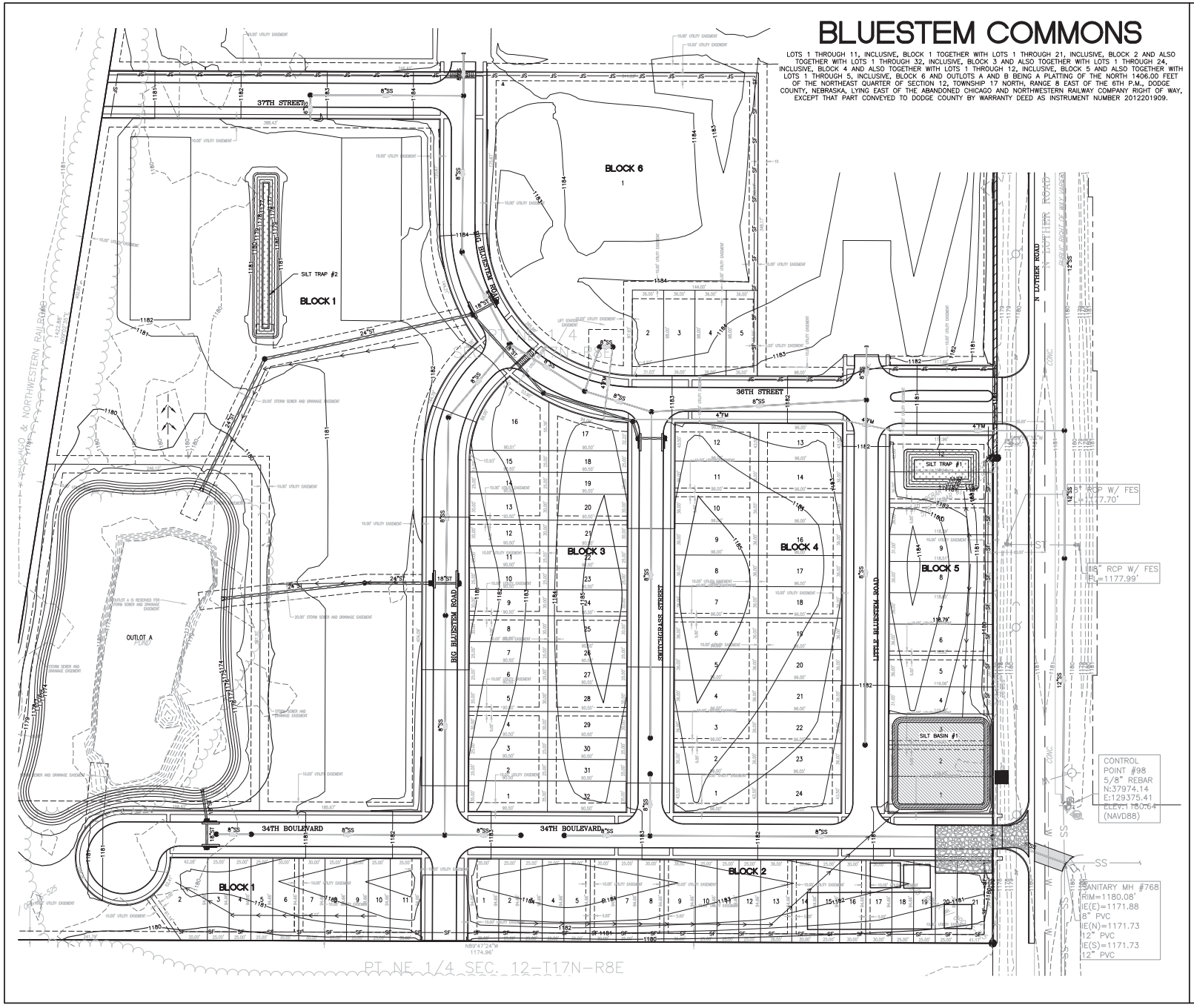
BLUESTEM COMMONS

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 1 TOGETHER WITH LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 2 AND ALSO TOGETHER WITH LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 3 AND ALSO TOGETHER WITH LOTS 1 THROUGH 24, INCLUSIVE, BLOCK 4 AND ALSO TOGETHER WITH LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 5 AND ALSO TOGETHER WITH LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 6 AND OUTLOTS A AND B BEING A PLATTING OF THE NORTH 1406.00 FEET OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, LYING EAST OF THE ABANDONED CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY, EXCEPT THAT PART CONVEYED TO DODGE COUNTY BY WARRANTY DEED AS INSTRUMENT NUMBER 2012201909.



LEGEND

- LIMITS OF CONSTRUCTION
- SF — PROPOSED SILT FENCE
- PROPOSED INTERCEPTOR SWALE
- PROPOSED RIDGE LINE
- 1180 — PROPOSED CONTOUR
- 1180 — EXISTING CONTOUR
- PROPOSED BOUNDARY
- PROPOSED EASEMENTS
- EXISTING PAVEMENT
- ST — EXISTING STORM SEWER
- SS — EXISTING SANITARY SEWER
- W — EXISTING WATER
- OHP — EXISTING OVERHEAD POWER
- EXISTING TREE LINE

EXHIBIT F

LAMP RYNEARSON
14710 W. DODGE RD. STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

0 50 100

PRELIMINARY

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SUB DIVISION AGREEMENT EXHIBIT

SEDIMENT AND EROSION CONTROL PLAN

BLUESTEM COMMONS
FREMONT, DODGE COUNTY, NEBRASKA

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REVISIONS

DESIGNER / DRAFTER

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PROJECT NUMBER

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1 OF 1

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BLUESTEM COMMONS - PHASE 1
SOURCE & USE OF FUNDS
EXHIBIT G

Proposed Improvement	Quantity	Unit	Construction Cost	Total Cost	General Obligation	Special	Reimbursable
SANITARY SEWER							
Interior	3350	LF	$503,300.00	$700,600.00	$0.00	$700,600.00	$0.00
Outfall	1235	LF	$137,500.00	$191,500.00	$0.00	$0.00	$191,500.00
Lift Station	1	LS	$531,200.00	$739,400.00	$739,400.00	$0.00	$0.00
STORM SEWER	915	LF	$142,800.00	$198,800.00	$190,100.00	$8,700.00	$0.00
PAVING							
Minor	13500	SY	$745,200.00	$1,020,300.00	$189,300.00	$831,000.00	$0.00
Major	2000	SY	$294,600.00	$389,800.00	$389,800.00	$0.00	$0.00
PARKS							
Improvements	1	LS	$57,100.00	$79,400.00	$79,400.00	$0.00	$0.00
WATER							
Interior	4000	LF	$332,800.00	$455,700.00	$0.00	$455,700.00	$0.00
Off-Site	1250	LF	$157,900.00	$216,200.00	$0.00	$0.00	$216,200.00
POWER	105	Units	$126,300.00	$169,900.00	$0.00	$169,900.00	$0.00
GAS	102	Lots	$0.00	$0.00	$0.00	$0.00	$0.00
	Total		$3,028,700.00	$4,161,600.00	$1,588,000.00	$2,165,900.00	$407,700.00

BLUESTEM COMMONS - TOTAL
ORDER OF MAGNITUDE COST ESTIMATE
EXHIBIT G-1

Proposed Improvement	Quantity	Unit	Construction Cost	Total Cost	General Obligation	Special	Reimbursable
SANITARY SEWER							
Interior	4085	LF	$627,300.00	$873,200.00	$0.00	$873,200.00	$0.00
Outfall	1235	LF	$137,500.00	$191,500.00	$0.00	$0.00	$191,500.00
Lift Station	1	LS	$531,200.00	$739,400.00	$739,400.00	$0.00	$0.00
STORM SEWER	990	LF	$169,000.00	$235,200.00	$226,500.00	$8,700.00	$0.00
PAVING							
Minor	17050	SY	$944,900.00	$1,293,700.00	$195,000.00	$1,098,700.00	$0.00
Major	2800	SY	$655,300.00	$883,700.00	$883,700.00	$0.00	$0.00
PARKS							
Improvements	1		$57,100.00	$79,400.00	$79,400.00	$0.00	$0.00
WATER							
Interior	5200	LF	$450,800.00	$617,300.00	$0.00	$617,300.00	$0.00
Off-Site	2005	LF	$249,600.00	$341,800.00	$0.00	$0.00	$341,800.00
POWER	138	Units	$191,800.00	$258,100.00	$0.00	$258,100.00	$0.00
GAS	133	Lots	$0.00	$0.00	$0.00	$0.00	$0.00
	Total		$4,014,500.00	$5,513,300.00	$2,124,000.00	$2,856,000.00	$533,300.00

BLUESTEM COMMONS - PHASE 1
DISTRICT VALUATION
EXHIBIT H

ASSUMPTIONS

LIHTC Rowhome Value, per unit	=	$70,000
LIHTC Rowhome Land Value, per unit	=	$25,000
Rowhome Unit Value (Lot & Building)	=	$185,000
Duplex / Triplex Unit Value (Lot & Building)	=	$210,000
Clubhouse (Land & Building), per square foot	=	$150
Apartment Land Value, per unit	=	$5,735
Apartment Building Value, per unit	=	$105,000

ASSESSABLE VALUATION

LIHTC Rowhomes	25	Units =	$70,000	=	$1,750,000
LIHTC Rowhomes (Land)	25	Units =	$25,000	=	$625,000
Rowhomes	38	Units =	$185,000	=	$7,030,000
Duplexes Triplexes	40	Units =	$210,000	=	$8,400,000
Clubhouse	15,000	SF =	$150	=	$2,250,000
Apartment Land	136	Units =	$5,735	=	$779,960
Apartment Buildings	136	Units =	$105,000	=	$14,280,000
			Total 100% Valuation	=	$35,114,960.00
			Total 95% Valuation	=	$33,359,212.00
			DEBT RATIO	=	4.76%

BLUESTEM COMMONS - TOTAL
DISTRICT VALUATION
EXHIBIT H-1

ASSUMPTIONS

LIHTC Rowhome Value, per unit	=	$70,000
LIHTC Rowhome Land Value, per unit	=	$25,000
Rowhome Unit Value (Lot & Building) (Gallery 23 rowhomes priced @ $180,000 - $205,000 / $122 - $130 per sq. ft.).	=	$185,000
Duplex / Triplex Unit Value (Lot & Building) (Gallery 23 rowhomes priced @ $180,000 - $205,000 / $122 - $130 per sq. ft. Sunridge Place comparables are $218,000 for duplexes / $150 per sq. ft.).	=	$210,000
Clubhouse (Land & Building), per square foot (Per Ayars' bid for Ticonderoga at $870,000 for 7,930 sq. ft. plus 10% inflation, plus $30 TI).	=	$150
Apartment Land Value, per unit	=	$5,735
Apartment Building Value, per unit	=	$105,000

ASSESSABLE VALUATION

LIHTC Rowhomes	25	Units =	$70,000	=	$1,750,000
LIHTC Rowhomes (Land)	25	Units =	$25,000	=	$625,000
Rowhomes	38	Units =	$185,000	=	$7,030,000
Duplexes / Triplexes	69	Units =	$210,000	=	$14,490,000
Clubhouse	15,000	SF =	$150	=	$2,250,000
Apartment Land	272	Units =	$5,735	=	$1,559,920
Apartment Buildings	272	Units =	$105,000	=	$28,560,000
			Total 100% Valuation	=	$56,264,920
			Total 95% Valuation	=	$53,451,674
			DEBT RATIO	=	3.97%

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Lottie Mitchell, Grant Coordinator

DATE: May 26, 2020

SUBJECT: Consider bid for the Elevator Project at the Fremont Municipal Building.

Recommendation: Approve Resolution 2020-110

Background:

Compliance with the American's with Disabilities Act (ADA) has been a goal of the City for many years. Most recently, as a requirement of Section 504 of the Rehabilitation Act of 1973 which requires organizations that receive federal support of any kind to comply with the act, staff has worked to identify and record ADA deficiencies in City facilities in an effort to develop a transition plan. The Municipal Building has multiple ADA deficiencies including lack of ADA compliant parking and lack of an ADA compliant elevator.

The Nebraska Department of Economic Development offers Community Development Block Grants (CDBG) for a variety of projects in a variety of categories. Removal of architectural barriers to bring facilities up to ADA compliance is one of those such categories.

The City of Fremont was awarded CDBG 16-CD-202 in December 2018. The grant award is for the removal of architectural barriers at the Fremont Municipal Building. The project includes new, angled ADA compliant parking and installation of a new ADA compliant elevator on the West side of the building.

The total grant project budget is $690,000 with $430,000 of grant funds going towards project costs and $45,000 of grant funds going towards Construction Management and General Administration. The remaining $215,000 is the required match and is budgeted in the Utility Capital Improvement Plan.

The City amended CDBG 16-CD-102 in February 2018 to reallocate $107,000 of grant funds to the removal of architectural barriers category. Northeast Nebraska Economic Development District (NENEDD) has also offered to take $10,000 of grant administration from each grant (16-CD-102 and 16-CD-202) and move the funds to project costs.

The total amount of grant funds available from 16-CD-102 and 16-CD-202 for project costs is $502,213.01 with a required match amount of $215,471.70 giving a total grant project budget of $717,684.71.

KPE, Inc. was awarded the bid as the architect and engineer of the project in January 2019. The project was first bid in December 2019 with a completion date of November 2020. Only one bid was received at a price of $1.3 million. Staff worked with KPE, Inc., NENEDD, and DED to determine the best course of action. Out of those conversations, it was decided the best option was to rework the bid specifications, extend the completion date to September 2021, and re-bid the project.

The second round of bidding was completed April 29, 2020. The City received four bids:

Bidder	Base Bid	Alternate 1	Alternate 2
Dicon Corporation	$897,000	$19,821	$102,132
Lueder Construction	$985,000	$15,000	$117,300
Bierman Contracting	$995,000	$13,000	$102,000
Elkhorn West Construction	$1,175,000	$26,200	$115,700

Alternate 1 is for the removal of the existing elevator. Alternate 2 is the optional lighting feature. The lighting feature was in the original bid specifications, it was extracted and listed as an alternate to see if the pricing would improve.

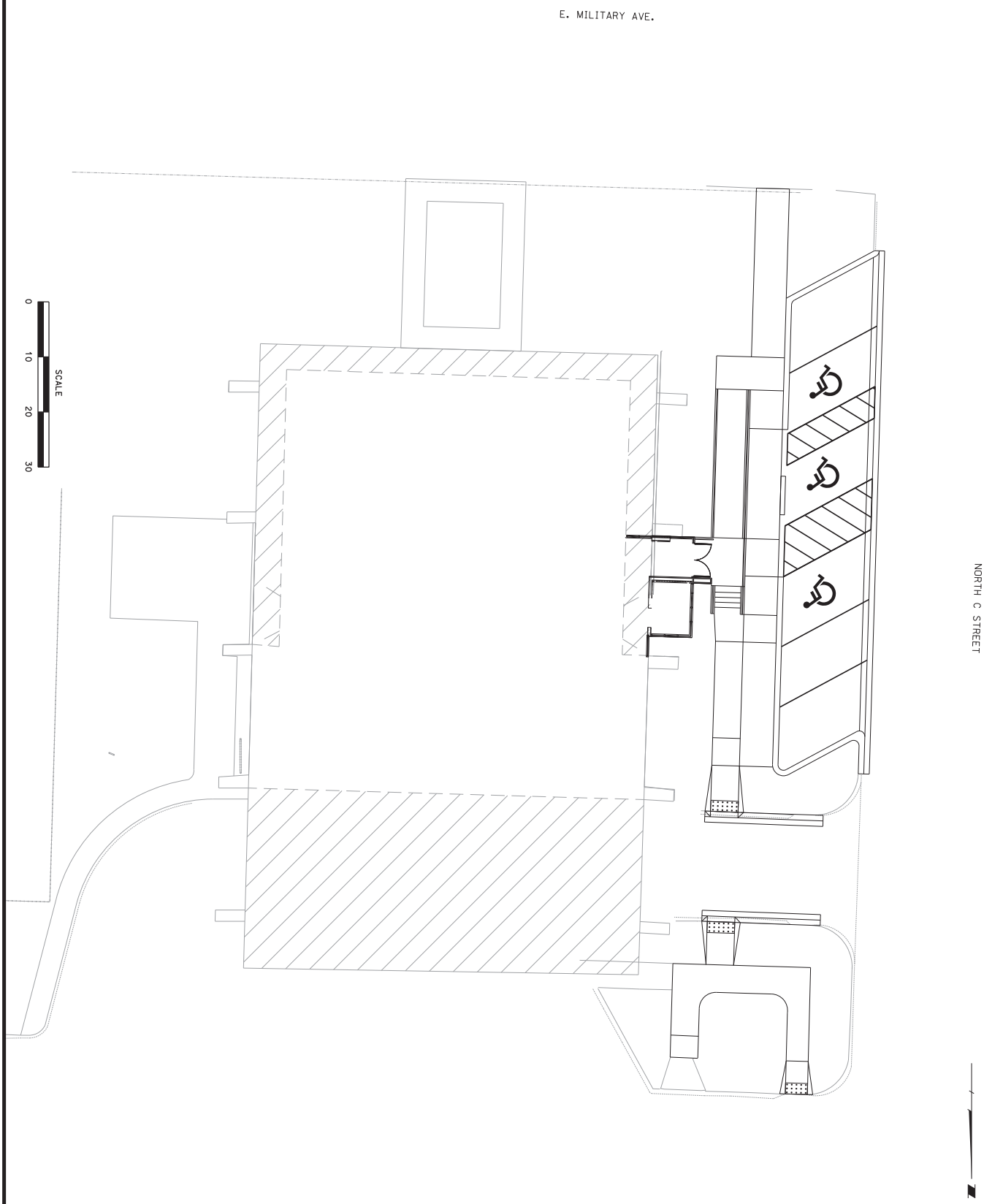
Based on KPE, Inc.'s evaluation and recommendation, staff requests the acceptance of Dicon Corporation's bid including the acceptance of Alternate 1 to remove the existing elevator for a total project cost of $916,821. This leaves a project budget shortfall of $199,136.29. Budgeted funds are available in the Utility Capital Improvement Plan due to several capital projects coming in under budget.

Dicon anticipates project completion by November 2020 which is when both grants end. The project will span two budget years.

The Utility and Infrastructure Board voted 5-0 to recommended City Council approve the resolution to accept the bid from Dicon Corporation for the Municipal Elevator Project in the amount of $916,821.00 and authorize execution of the contract at their meeting on May 12, 2020.

Fiscal Impact:

Total Project Cost:	$916,821.00
16CD202 Grant Funds:	$386,712.00
16CD102 Grant Funds:	$115,501.01
Required Local Match:	$215,471.70
Additional Identified Funds	$199,136.29



WILSON & COMPANY

SHEET:	JOB NUMBER:	DATE:
C-003	530-001	

KPE
ENGINEERS • ARCHITECTS
FORENSIC EXPERTS

1016 LEAVENWORTH ST.
OMAHA, NE 68102
PHONE: (402) 291-1444
TOLL FREE: (888) 484-4939
www.kpe-inc.com

OMAHA • DES MOINES • BISMARCK

ELEVATOR ADDITION

CITY OF FREMONT
400 EAST MILITARY AVE., FREMONT, NE, 68025

PARKING & SIDEWALK DETAILS

These plans are specifically designed for construction by KPE Engineers, Architects, and Forensic Experts and are intended for no other purposes. Permission for use of this document in part or whole without written consent of KPE is prohibited. The owner of these plans, to the fullest extent permitted by law, agrees to indemnify and hold KPE harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting from their unauthorized use.© KPE

DATE	NO.	DESCRIPTION	BY
03/31/2020	1	ELIMINATED SOUTH PARKING STALL	KME

DRAWN:	KME
DESIGNED:	KME
CHECKED:	MWB
PROJ. MNGR:	KME

Perspective 1 - Elevator Addition Concept
City of Fremont, 400 E Military Avenue, Fremont, Nebraska, 68025

KPE
ENGINEERS · ARCHITECTS
FORENSIC EXPERTS

Perspective 2 - Elevator Addition Concept
City of Fremont, 400 E Military Avenue, Fremont, Nebraska, 68025

KPE
ENGINEERS · ARCHITECTS
FORENSIC EXPERTS

KPE
ARCHITECTURE ENGINEERING
FORENSICS

1016 Leavenworth St.
Omaha, NE 68102
402-291-1444

www.kpe-inc.com

May 05, 2020

City of Fremont
Attn: Lottie Mitchell
400 East Military Avenue
Fremont, NE 68025

Subject: City of Fremont
Elevator Addition Project
KPE # 530-001

Dear Ms. Mitchell,

On April 29, 2020 – bids were received for the City of Fremont – Elevator Addition Project. The bidding coverage and interest for this project was good with four bids received.

KPE contacted the low bidder to discuss the results of the bidding, confirm their bid, obtain a list of similar projects recently completed and obtain a list of project references. KPE has followed up with these references to ensure the city is getting a quality contractor. We received positive feedback from references that returned our phone call.

KPE recommends the city award the contract to Dicon Corporation in the amount of $916,821.00 (Base Bid + Alternate No. 1).

Sincerely,

Michael McLennan
Project Architect
KPE Architecture ▪ Engineering ▪ Forensics

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 4th day of May in the year Two Thousand and Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Fremont
400 East Military Avenue
Fremont, Ne 68025

and the Contractor:
(Name, legal status, address and other information)

Dicon Corporation
11506 Nicholas Street
Suite 200
Omaha, NE 68154

for the following Project:
(Name, location and detailed description)

City of Fremont Elevator Addition
400 East Military Avenue
Fremont, NE 68025

The Architect:
(Name, legal status, address and other information)

KPE Architecture-Engineering-Forensics
1016 Leavenworth Street
Omaha, NE 68102

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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(947466341)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

1. The Owner's issuance of a notice to proceed or
2. Receipt of all governmental permits and approvals as necessary whichever is later.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work: N/A
(Check one of the following boxes and complete the necessary information.)

Init.
/

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine Hundred Sixteen Thousand Eight Hundred Twenty-One Dollars and Zero Cents ($ 916,821.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate 1	$19,821.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Alternate 2	$102,132.00	

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last Tuesday of each month following the City Council Meeting. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than two (2) days after the last Tuesday of the month.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

1. Material only Contracts
2. General Conditions
3. Bonds, Insurance and Permits
4. Overhead and Profit

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Owner's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

12 %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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In the event a dispute involves issues, errors, omissions, or discrepancies with the plans or specifications it is agreed that the Architect will not serve as the Initial Decision Maker and that the Owner and Contractor will mutually agree to an alternate party.

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Cost to date plus 100% of the original contracted Overhead and Profit/Fee

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. General Conditions of the contract shall be the AIA Document A201-2017, as modified, which is incorporated herein by reference.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Lottie Mitchell
400 East Military Ave
Fremont, NE 68025

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Royce Maynard
11506 Nicholas Street, Suite 200
Omaha, NE 68154
rmaynard@dicon.com

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
N/A

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
Exhibit C		

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User Notes:

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
Exhibit D CDBG Requirements

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

N/A

[ ] The Sustainability Plan:

Title	Date	Pages
N/A		

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
() *(Row deleted)*	*(Royce Maynard, President)*

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User Notes:

City of Fremont Elevator Addition
Fremont, NE

May 4, 2020

Page Number	Title	Date Issued	Revision Date
G000	Cover Sheet	03-31-2020	
G001	Notes & Typ. Wall Types	03-31-2020	
G002	General Notes	03-31-2020	
G003	Code Review Information	03-31-2020	
G004	Code Review Plans	03-31-2020	
C-001	Typical Sidewalk Sections	03-31-2020	
C-002	Removals	03-31-2020	
C-003	Parking & Sidewalk Details	03-31-2020	
C-004	Pedestrian Ramp Details	03-31-2020	
AD-110	Demolition Plan – Lower Level	03-31-2020	
AD-111	Demolition Plan – First Level	03-31-2020	
AD-112	Demolition Plan – Second Level	03-31-2020	
AD-113	Demolition Plan – Third Level	03-31-2020	
AD-141	Demolition Plan – Roof	03-31-2020	
A-110	Floor Plan – Lower Level	03-31-2020	
A-111	Floor Plan – First Level	03-31-2020	
A-112	Floor Plan – Second Level	03-31-2020	
A-113	Floor Plan – Third Level	03-31-2020	
A-130	Reflected Ceiling Plan – Lower Level	03-31-2020	
A-131	Reflected Ceiling Plan – First Level	03-31-2020	
A-132	Reflected Ceiling Plan – Second Level	03-31-2020	
A-133	Reflected Ceiling Plan – Third Level	03-31-2020	
A-141	Roof Plan	03-31-2020	
A-201	Exterior Building Elevations	03-31-2020	
A-301	Wall Sections	03-31-2020	
A-302	Section Details	03-31-2020	
A-401	Enlarged Floor Plans	03-31-2020	
A-402	Enlarged Roof Plan & Details	03-31-2020	
A-601	Frame Elevations, Details & Schedules	03-31-2020	
S001	General Structural Notes	03-31-2020	
S002	General Structural Details	03-31-2020	
S111	Basement/1st Floor Foundation Plans	03-31-2020	
S112	Upper Floor and Roof Framing Plans	03-31-2020	
S401	Foundation Details	03-31-2020	
S402	Foundation Details	03-31-2020	
S601	Floor and Roof Framing Details	03-31-2020	
S602	Floor and Roof Framing Details	03-31-2020	
S701	Frame Elevations and Details	03-31-2020	

Page Number	Title	Date Issued	Revision Date
MP001	General Mechanical Notes and Symbol Legend	03-31-2020	
MP301	Mechanical Plan	03-31-2020	
E001	General Electrical Notes and Symbol Legend	03-31-2020	
ED101	Electrical Demolition Plans	03-31-2020	
E101	Electrical Lighting Plans	03-31-2020	
E102	Electrical Power Plans	03-31-2020	
E801	Electrical Details and Schedules	03-31-2020	

Exhibit B

Project Manual

CITY OF FREMONT
Elevator Addition

KPE Project No. 530-001
Combined Contract

March 31, 2020

KPE
ARCHITECTURE ENGINEERING
FORENSICS

1016 Leavenworth Street ▪ Omaha, NE 68102
402-291-1444 office ▪ kpe-inc.com

DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS

TOC Table of Contents
000107 Certification Seals
002110 Advertisement for Bid
002113 Instructions to Bidders
Attachment 1 Bonding and Insurance Requirements
Attachment 3 Civil Rights and Equal Opportunity Provisions
Attachment 3a Certification of Bidder Regarding Section 3 and Segregated Facilities
Attachment 3b Contractor Section 3 Plan
Attachment 4 Special Equal Opportunity Provisions
Attachment 5 Access to and Maintenance of Records
Attachment 6 Clean Air and Water Acts Required Clauses
Attachment B HUD 4010
Attachment C Davis Bacon Wage Decision
004000 Substitution Request Form
004100 Bid Form
007000 General Conditions
008000 Supplemental Conditions

DIVISION 01 – GENERAL REQUIREMENTS

011000 Summary
012300 Alternates
012600 Contract Modification Procedures
012900 Payment Procedures
013100 Project Management and Coordination
013300 Submittal Procedures
014000 Quality Requirements
015000 Temporary Facilities
016000 Product Requirements
017000 Execution Requirements
017310 Cutting and Patching
017320 Demolition
017700 Closeout Procedures
017823 Operation and Maintenance Data
017839 Project Record Documents

DIVISION 03 – CONCRETE

033000 Cast-In-Place Concrete

DIVISION 05 – METALS

051200 Structural Steel Framing
053100 Steel Decking
054000 Cold-Formed Metal Framing
055000 Metal Fabrications

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

061053 Miscellaneous Rough Carpentry
061600 Sheathing
062023 Finish Carpentry

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

072100 Thermal Insulation
072500 Weather Barriers
074213.23 Metal Composite Material Wall Panels
075323 Ethylene-Propylene-Diene-Monomer (EPDM) Roofing
076200 Sheet Metal Flashing and Trim
079200 Joint Sealants

DIVISION 08 - OPENINGS

084113 Aluminum-Framed Entrances and Storefront
084413 Glazed Aluminum Curtain Walls
087100 Door Hardware
088000 Glazing

DIVISION 09 - FINISHES

092216 Non-Structural Metal Framing
092900 Gypsum Board
093000 Tiling
095113 Acoustical Panel Ceilings
096500 Resilient Flooring
096813 Tile Carpeting
099100 Painting

DIVISION 14 – CONVEYING EQUIPMENT

142123.16 Machine Room-Less Electric Traction Passenger Elevators

DIVISION 22 - PLUMBING

221429 Sump Pumps

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

233723 HVAC Gravity Ventilators
238126 Split System Air Conditioners
238239.19 Wall and Ceiling Unit Heaters

DIVISION 26 - ELECTRICAL

260519 Low-Voltage Electrical Power Conductors and Cables
260523 Control-Voltage Electrical Power Cables
260529 Hangers and Supports for Electrical Systems
260533 Raceways and Boxes for Electrical Systems
260923 Lighting Control Devices
262726 Wiring Devices
262816 Enclosed Switches and Circuit Breakers
265119 LED Interior Lighting

DIVISION 31 - EARTHWORK

315000 Steel Sheet Pile

Exhibit C

KPE
ARCHITECTURE ENGINEERING FORENSICS

1016 Leavenworth St
Omaha, NE 68102
402-291-1444

www.kpe-inc.com

ADDENDUM ONE

PROJECT: City of Fremont
Elevator Addition Project
KPE# 530-001

DATE OF ISSUE: April 20, 2020

BID DUE DATE: April 29, 2020 at 2:00pm

NOTICE:

This addendum is issued by KPE to all known individuals, firms, or corporations who have obtained or received bidding documents and contract documents for the above listed project. This addendum shall become part of the contract documents as a revision to the original documents.

This addendum is issued to modify, supplement and/or clarify the original Bidding Documents and shall be considered supplemental thereto. Each Bidder shall indicate consideration of the Addendum by completion of the appropriate blank space on the Bid Form and shall be responsible for advising prospective suppliers and sub-contractors.

PLAN HOLDERS LIST:

The current plan holders list is attached in this addendum or can be obtained by contacting Mike McLennan at KPE. Phone: (402) 291-1444 or Email: mmclennan@kpe-inc.com.

PRE-BID MEETING AGENDA AND SIGN-IN LIST:

The pre-bid meeting agenda and sign-in list is attached in this addendum.

ACCEPTABLE MANUFACTURERS/PRODUCTS:

In addition to the specified items, the following manufacturers are acceptable for bidding purposes only. This is not an approval of specific items. Proposed items must meet or exceed all aspects of the specified items. It shall be the manufacturer's responsibility to provide equivalent products for the specified products. Review of suitability of substituted products shall be done through substitution requests. Additional engineering or design required for substituted products shall be at the contractor's expense.

SECTION 087100 – DOOR HARDWARE

1. Record-USA – 8100 Series (Electro-Hydraulic Operator)

CHANGES TO SPECIFICATIONS:

TABLE OF CONTENTS

1. In Division 00 – Bidding and Contract Requirements, add the following sections in their entirety:

   A. 074284 Exterior Rainscreen MCM Panel System
   B. 078413 Penetration Firestopping
   C. 078443 Joint Firestopping
   D. 087113 Automatic Door Operators

2. In Division 00 – Bidding and Contract Requirements, delete the following section in its entirety:

   A. 074213.23 Metal Composite Material Wall Panels

SECTION 002113 – INSTRUCTION TO BIDDERS

1. Replace the following section 'Attachment C – Davis Bacon Wage Decision' in its entirety.

SECTION 011000 – SUMMARY

1. Replace this section in its entirety.

SECTION 078413 – PENETRATION FIRESTOPPING

1. Add this section in its entirety.

SECTION 078443 – JOINT FIRESTOPPING

1. Add this section in its entirety.

SECTION 087100 – DOOR HARDWARE

1. In Section 3.6 'Hardware Schedule' replace 'Hardware Set No. 1 (Door No. 100A)' with the following information in its entirety.

HARDWARE SET NO. 1
(DOOR NO. 100A)

1	Each	Continuous Hinge	KDFM_HD1	
1	Each	Exit Device	16 8804	US10BE
1	Each	ADA Operator	By Section 087113	690
1	Each	Pull	BF157 1HD	US10BE
1	Set	Weatherstrip	By Door Supplier	
1	Each	Threshold	By Door Supplier	
2	Each	Single ADA Actuator	By Section 087113	

SECTION 087113 – AUTOMATIC DOOR OPERATORS

1. Add this section in its entirety.

SECTION 092216 – NON-STRUCTURAL METAL FRAMING

1. Replace this section in its entirety.

CHANGES TO DRAWINGS:

SHEET NO. A-601 – FRAME ELEVATIONS, DETAILS & SCHEDULES

1. Reissue this sheet in its entirety.

QUESTIONS:

Q: In Specification Section 05 12 00 – 1.7.A - Fabricator Qualifications. Could this requirement be waived, or could an exclusion be added to include fabricators that are not an AISC Certified Plant?

A: No, only AISC certified plants are acceptable.

Q: How to handle dewatering concerns with the bidding process? I assume leave out for now and handle if an issue arises during construction.

A: A geotechnical investigation was not performed for the site and no knowledge of the underground water level is available. Leave dewatering estimate out of bid and address if issue arises during construction.

Q: Is the project tax exempt?

A: No, the project is not tax exempt.

Q: Could the owner tell us when the last time the building has been re-roofed and who the roofing contractor was? Is there a remaining roof warranty?

A: The owner does not know when the last time the building was re-roofed or who the roofing contract was. There is no warranty left on the existing roof.

Q: Scope clarifications for Alternate #1-1 Complete removal of elevator equipment and closing off: Please elaborate on "Close off elevator shaft by infilling opening." Are they meaning infill floors? If so, Structural detail? If this is meaning infill door openings, that would be part of the base bid, correct?

A: The "Close off elevator shaft by infilling opening" was referring to the door openings and not infilling the floors. Yes, that would be part of the based bid.

Q: Will new flooring in existing areas need to be installed at nights and weekends?

A: No, it is not required. Just schedule flooring removal and installation with the owner and a schedule can be worked out.

Q: Is the intent for the pre-cast demo to be from joint to joint?

A: Yes, that is the intent that the panel would be removed in its entirety.

Q: Is the intent to install new suspended ceilings in conference room E114?

A: Yes, that is the intent.

Q: The plans do not mention tree removal. Will this be done by the city?

A: Yes, tree removal will be handled by the city.

Q: Will we be able to shut down access to the west stairwell during construction and can the other stairwell handle exiting during construction?

A: Yes, access to the west stairwell can be shut down during construction.

Q: How are the existing precast panels installed? Are original building plans available?

A: Existing drawings are available upon request. E-mail mmclennan@kpe-inc.com if you would like a pdf set.

Q: Will builders' risk be by owner?

A: The contractor should provide builders' risk insurance.

Q: Will the city be covering the cost of the building permit?

A: The contractor will need to apply for a building permit and the city will either waive the cost or pick it up.

Q: Will a site fence be required?

A: Yes, and the contractor to determine the size.

Q: How should we handle the new storefront that is on top of the ceramic tile at the first-floor vestibules?

A: The vestibule at the westside of the building should not be a problem, because that frame is being removed. The vestibule on the eastside of the building shall be bid with some type of closure piece to go underneath the new flooring and run up and attach to the aluminum framing to cover any gaps.

Q: How should we handle the transition from elevator recess to existing textured walls at the new opening on the lower level?

A: Provide a wood casing to match size and profile of any adjacent wood trim. Trim to be stained to match color of existing trim, as close as possible. Any existing wall finishes that are disturbed, so be replaced from corner of wall to corner of wall.

Q: Will the city handle the changes to the security system on the exterior of the building that will need to happen for us to complete our work? See exterior cameras at first floor entrances.

A: Yes, the city will handle any changes to the security system.

Q: Does the elevator cab need any flooring product? If so, please clarify which product.

A: Provide the specified LVT for the elevator cab floor.

Q: Does there need to be any membrane barrier or drain tile on the below grade walls/foundations?

A: This will be address in the next addendum.

Q: How do the two roof drains on the lower roof drain and to where?

A: This will be address in the next addendum.

END OF ADDENDUM ONE

Exhibit C

KPE
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Omaha, NE 68102
402-291-1444

www.kpe-inc.com

ADDENDUM TWO

PROJECT: City of Fremont
Elevator Addition Project
KPE# 530-001

DATE OF ISSUE: April 24, 2020

BID DUE DATE: April 29, 2020 at 2:00pm

NOTICE:

This addendum is issued by KPE to all known individuals, firms, or corporations who have obtained or received bidding documents and contract documents for the above listed project. This addendum shall become part of the contract documents as a revision to the original documents.

This addendum is issued to modify, supplement and/or clarify the original Bidding Documents and shall be considered supplemental thereto. Each Bidder shall indicate consideration of the Addendum by completion of the appropriate blank space on the Bid Form and shall be responsible for advising prospective suppliers and sub-contractors.

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ACCEPTABLE MANUFACTURERS/PRODUCTS:

In addition to the specified items, the following manufacturers are acceptable for bidding purposes only. This is not an approval of specific items. Proposed items must meet or exceed all aspects of the specified items. It shall be the manufacturer's responsibility to provide equivalent products for the specified products. Review of suitability of substituted products shall be done through substitution requests. Additional engineering or design required for substituted products shall be at the contractor's expense.

SECTION 084113 – ALUMINUM-FRAMED ENTRANCES AND STOREFRONT

1. CRL-U.S. Aluminum – Series IT451

SECTION 084413 – GLAZED ALUMINUM CURTAIN WALLS

1. CRL-U.S. Aluminum – Series 3150

SECTION 087100 – DOOR HARDWARE

1. Schlage (Locks)
2. Von Duprin (Exit Devices)

CHANGES TO SPECIFICATIONS:

TABLE OF CONTENTS

1. In Division 00 – Bidding and Contract Requirements, add the following sections in their entirety:
   A. 071326 Self-Adhering Sheet Waterproofing

SECTION 071326 – SELF-ADHERING SHEET WATERPROOFING

1. Add this section in its entirety.

CHANGES TO DRAWINGS:

SHEET NO. A-401 – ENLARGED FLOOR PLANS

1. Revise Detail 3/A-401 per Sketch ASK-1.

SHEET NO. A-402 – ENLARGED ROOF PLAN & DETAILS

1. Delete Detail 1/A-402.

SHEET NO. MP301 – MECHANICAL PLAN

1. Add Sketch PSK1 to sheet.

QUESTIONS:

Q: Are we keying the locks & cylinders to an existing system? If so, what is that system?

A: The contractor will need to coordinate with the owner.

Q: The wall type drawing shows "mineral fiber" Insulation. The 072100 Thermal Insulation specifications call for "glass fiber" wall insulation. Please clarify which insulation is required.

A: Mineral fiber insulation is required in fire rated walls and glass fiber insulation should be used in non-rated walls.

Q: Should the builders risk include the existing building or only the new construction?

A: Builder's Risk Insurance should be for the 'Contract Price', as called out in 10.1.5 of specification section 007000 'General Conditions'.

Q: Does the exterior drywall in the elevator shaft need to be painted due to its exterior visibility? What material type and level of finish does this drywall need if it is to be painted?

A: The drywall in the elevator shaft should be a shaft liner and does not need to be finished. The glass for the elevator shaft is to a be an opaque light diffusing glass, so you should not see into the elevator shaft.

Q: Would it be possible for the general contractors to carry an allowance for the sheet piling? The plans and specs tell us to install sheet piling to hold the existing footings while excavating the elevator pit. The proximity of the old footings to the new pit wall (see detail 3/S401) is too close to allow for the width of sheet piling. Is there another way you would like us to shore this? The location of the new shoring required at detail 8/S-401 will need to be installed under the 2nd floor overhang, this will likely make this very difficult if even possible due to the height requirements needed by the equipment that installs piling. Creating an allowance for bidding purposes would ensure the owner only pays what it costs and will make your bids more competitive.

A: Bid the sheet piling as shown in bidding documents or provide a voluntary alternate estimate for a proposed solution for the soil retention and existing foundation support.

Q: Is there a particular brand and model of metal paneling that you would like us to provide? The specifications only seem to mention a couple of brands, but no specific product.

A: No, there is no particular brand or model number for the metal paneling. This is a system where the metal panel is bought from one of the manufacturers and then fabricated by one of the fabricators listed in the specifications.

Q: Will we be able to have a location in the parking lot for lay down space and a job trailer, or will we need to take space in the lawn on the south and east sides of the building?

A: There is not specified staging area right now, the contractor will need to coordinate this with the owner.

Q: On page G002 of the drawings, PAY FEES/ADDITIONAL DESIGN FEES. Please confirm contractor will need to request pricing from KPE per items 2 & 3 should they arise.

A: Should items 2 or 3 arise, then the contractor will need to request pricing from KPE.

Q: In work areas with existing flooring, wood base appears to be installed over existing flooring finishes and will need to be removed for new install. Plan calls out for Rubber Base to be newly installed, which won't match existing finishes. Please confirm wall base requirements.

A: Where existing flooring is being removed, remove the existing wood base and install new flooring with rubber base or as called out in the room finish schedule.

Q: Does the city have requirements for lane shutdowns/road closures?

A: Any lane shutdown or road closure will have to be coordinated with the owner to make sure all city requirements are met.

Q: Did door #100A change from a double door to a single door? The new hardware set appears to be for one door only.

A: Door 100A changed from a pair of doors to a single 42" wide door. See revised door schedule that was part of Addendum One.

Q: Does there need to be any membrane barrier or drain tile on the below grade walls / foundations?

A: Add a membrane barrier, protection board and drain tile to all new below grade walls / foundations. See specification section 071326 – Self-Adhering Sheet Waterproofing which was added in this addendum.

Q: How do the two roof drains on the lower roof drain and where to?

A: See sketches ASK-1 & PSK1 for changes to the roof drains on the lower roof.

END OF ADDENDUM TWO

Bid Package Requirements

BONDING AND INSURANCE REQUIREMENTS
CODE OF FEDERAL REGULATIONS 2 CFR 200.325
Community Development Block Grant Regulations

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the ***simplified acquisition threshold*,*** the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A ``performance bond'' is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A ``payment bond'' is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

*fixed at 41 U.S.C. 403(11) (currently set at $150,000)

CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS

Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR part 1).
The law provides that, "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Section 109 of the Housing and Community Development Act of 1974, As Amended.
The law requires that, "[n]o person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this chapter. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] or with respect to an otherwise qualified handicapped individual as provided in section 794 of Title 29 also shall apply to any such program or activity."

Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, Et, seq.).
The law provides that, "no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance."

Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794).
"Section 504 provides that no otherwise qualified individual with a disability shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Section 3 of the Housing and Urban Development Act of 1968, As Amended (12 U.S.C. 170lu).
The law provides that, "to the greatest extent feasible, recipients of HUD funds (and their contractors and subcontractors) provide jobs and other economic opportunities to low-income persons, particularly public housing residents. Section 3 helps create employment for low-income persons and contracting opportunities for businesses that are owned by low-income people or that provide employment to low-income people."

Exhibit D

ATTACHMENT 3a

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

Dicon Corporation
Name of Prime Contractor

City of Fremont Elevator Addition - KPE #530-001
Project Name and Number

The undersigned herby certifies that:

(a) Section 3 provisions are included in the contract.

(b) A written Section 3 plan was prepared and submitted as part of the bidding proceedings (if bid equals or exceeds $100,000).

(c) No segregated facilities will be maintained.

Royce Maynard, President
Name & Title of Signer (Print or Type)

Signature

Date

CONTRACTOR
Section 3 Plan

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lowest income residents and businesses within the Village/City/County of _____.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the city the necessary number of lower income residents through local advertising media; signs placed at the proposed site for the project; and community organizations and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. *To insert this Section 3 plan in all bid documents, and to require all bidders and subcontracts to submit a Section 3 affirmative action plan that includes utilization goals and the specific steps planned to accomplish these goals.

E. *To insure that subcontracts (typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas), also are let on a negotiated basis, where feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

G. To insure that all appropriated project area business concerns are notified of pending sub contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., that document all above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.

*Loans, grants, contracts and subsidies for less than $100,000 will be exempt.

SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, As Amended
(Applicable to Federally assisted construction contracts and related subcontracts $10,000 and under)
During the performance of this contract.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, or national origin. Such action shall include, but not be limited to: employment upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

(2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of the nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contract/subcontracts above $10,000)

1. SEC. 202. Except in contracts exempted in accordance with Section 204 of this order, all Government contracting agencies shall include in every government contract hereafter entered into the following:
During the performance of this contract:

(1) The contractor will not discriminate against any employee a applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to: employment upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the [Contract Compliance Officer], advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the [Department] and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor *will* take such action with respect to any subcontract or purchase order as may be directed by the [Department and the] Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction [by the Department], the contractor may request the United States to enter into such litigation to protect the interests of the United States [italics added]."

ACCESS TO AND MAINTENANCE OF RECORDS

The Consultant/Contractor agrees to maintain such records and follow such procedures as may be required under HUD Community Planning and Development (CPD) subpart J, 570.502 (paragraph a. 16.) and 2 CFR 200.318(i) and any such procedures that the Department may prescribe. In general such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant/Contractor or grantee for a period of three years after the final audit of the grantee's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the grantee shall request a longer period for record retention.

The grantee, the Department and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant/Contractor involving transactions to this local program and contract.

Conflict of Interest

From 2 CFR 200.318(c)(1)., no officer, employee or agent of the grantee who will participate in the selection, the award, or the administration of this grant, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted on a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

CLEAN AIR AND WATER ACTS – REQUIRED CLAUSES

This clause is required in all third-party contracts involving projects subject to the Clean Air Act (42 U.S.C. s/s 7401 et seq. (1970)), the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.), and the regulation of the Environmental Protection Agency with respect to 40 CFR32 as amended. It also should be mentioned in the bid document.

During the performance of this contract:

(1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 48 CFR 9.40 and 40CFR32.20.

(2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 7414) and Section 308 of the Clean Water Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, and Environmental Protection Agency, indicating that a facility utilized, or to be utilized for the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraphs (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the government may direct as a means of enforcing such provisions.

Exhibit D

"General Decision Number: NE20200078 02/14/2020

Superseded General Decision Number: NE20190078

State: Nebraska

Construction Type: Building

Counties: Antelope, Boyd, Brown, Burt, Cedar, Colfax, Cuming, Dodge, Holt, Keya Paha, Rock, Stanton and Wayne Counties in Nebraska.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	02/14/2020

BOIL0083-002 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 36.56	28.11

BRNE0001-006 06/04/2018

BURT, CEDAR, COLFAX, CUMING, DODGE, STANTON, AND WAYNE COUNTIES

	Rates	Fringes
BRICKLAYER	$ 28.95	16.07

Exhibit D

BRNE0001-007 06/01/2014

ANTELOPE, BOYD, BROWN, HOLT AND KEYA PAHA COUNTIES

	Rates	Fringes
BRICKLAYER	$ 23.99	12.66

CARP0427-007 06/01/2017

ANTELOPE, BURT, COLFAX, CUMING, DODGE, STANTON AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER (Drywall Hanging Only)	$ 25.91	13.15

ELEC0022-002 06/01/2019

BURT, COLFAX, CUMING, DODGE AND STANTON COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 37.20	16.07

ELEC0231-009 06/01/2018

CEDAR AND WAYNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 33.32	14.15

ELEC0265-004 09/02/2019

ANTELOPE, BOYD, BROWN, HOLT, KEYA PAHA AND ROCK COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone 1	$ 29.12	13.13
Zone 2	$ 29.42	13.15
Zone 3	$ 29.72	13.18
Zone 4	$ 30.12	13.21

ZONE DEFINITIONS:
Zone 1: 0 to 35 miles from the main Post Office in Lincoln
Zone 2: 36 to 50 miles from the main Post Office in Lincoln
Zone 3: 51 to 75 miles from the main Post Office in Lincoln
Zone 4: 76 miles and over from the main Post Office in Lincoln

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* ELEV0028-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC	$ 45.94	34.765+a+b

Exhibit D

FOOTNOTE:
a. Vacation Pay: 8% for persons with 5 or more years of service, 6% for persons with less than 5 years of service.
b. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

IRON0021-010 06/01/2019

BURT, COLFAX AND DODGE COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 30.69	17.24

IRON0021-011 05/01/2019

ANTELOPE, BOYD, BROWN, CEDAR, CUMING, HOLT, KEYA PAHA, ROCK, STANTON AND WAYNE COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 25.08	15.76

LABO1140-010 06/01/2016

	Rates	Fringes
LABORER (Mason Tender, Brick & Hod)	$ 20.63	9.40

PLUM0016-003 05/12/2019

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation)	$ 37.05	13.81

PLUM0464-019 06/01/2017

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation)	$ 35.74	17.11

SFNE0669-001 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 36.69	21.29

SHEE0003-020 07/01/2015

BROWN, BURT, COLFAX, CUMING, DODGE, KEYA PAHA, ROCK AND STANTON COUNTIES

	Rates	Fringes

SHEET METAL WORKER (Includes
HVAC Duct Installation).....$ 32.89 14.93

SHEE0003-021 05/01/2012

ANTELOPE, BOYD, CEDAR, HOLT AND WAYNE COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation)	$ 22.41	10.29

SUNE2012-015 04/19/2012

	Rates	Fringes
CARPENTER, Excludes Drywall Finishing/Taping, and Drywall Hanging	$ 17.39	3.13
CEMENT MASON/CONCRETE FINISHER	$ 17.80	1.34
DRYWALL FINISHER/TAPER	$ 13.79	3.32
LABORER: Common or General	$ 12.07	2.85
OPERATOR: Backhoe/Excavator/Trackhoe	$ 21.82	2.22
OPERATOR: Loader	$ 16.58	0.94
ROOFER	$ 14.52	0.65
TRUCK DRIVER: Dump, Lowboy and Tandem	$ 14.56	1.68

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

RESOLUTION NO. 2020-110

A Resolution of the City Council of the City of Fremont, Nebraska, awarding the base bid and alternate no. one (1) to Dicon Corporation for the Elevator Project at the Fremont Municipal Building in the amount of $916,821.00 and authorizing the Mayor to execute the contract.

WHEREAS, Sealed bids were publicly opened, read, and tabulated in the Council Chambers on the 29th day of April, 2020; and,

WHEREAS, KPE, Inc. along with staff reviewed the bids received and recommend the bid received from Dicon Corporation.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Fremont, that Dicon Corporation be awarded the base bid and alternate no. 1 (one) in the amount of $916,821.00 for the Elevator Project at the Fremont Municipal Building and the Mayor be authorized to sign the contract.

PASSED AND APPROVED THIS 26th DAY OF MAY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Lottie Mitchell, Grant Coordinator

DATE: May 26, 2020

SUBJECT: Summit Medical Staffing, LLC Local Option Economic Development Fund Application

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Recommendation: Approve Resolution 2020-111

Background: The City of Fremont has a Local Option Economic Development (LB840) Plan (the Plan) and loan fund for the purposes of creating new jobs, expanding the labor market, retaining existing jobs, attracting new capital investment, broadening the tax base, and providing economic diversification to ensure economic stability and vitality for the City of Fremont and surrounding areas.

Applications are submitted to the plan administrator (City of Fremont) for review. Once the plan administrator has reviewed and determined the application is eligible for LB840 funds, the application is reviewed by the Citizens Advisory Review Committee (CARC) and the Local Option Review Team (LORT).

The CARC reviews the application from the standpoint of compliance with the Plan. The LORT reviews the application from the standpoint of project feasibility and the potential future economic benefit to the community of Fremont. Both committees make recommendations to the City Council. The City Council then considers the overall benefits to the community and has the final authority on approval of the application.

Summit Medical Staffing, LLC submitted an application to the LB840 fund. They have recently relocated to Fremont. They are leasing a facility in Fremont and currently have five (5) full time employees. Their plan is to create at least forty (40) new, full-time, benefited positions within three (3) years of award. The base annual salary is $45,000, plus commission. They are requesting $300,000 from the Local Option Economic Development Fund.

Summit Medical Staffing, LLC is an eligible business under Fremont's Local Option Economic Development Plan in that their principal source of income is derived from the sale of services in interstate commerce. An executed lease agreement for a term of three years for a commercial property in Fremont has been provided.

Staff recommends three (3) separate installments of $100,000, with 50% of each installment forgiven based on performance measures and 50% of each installment repaid at 3% interest. Each installment is forgiven and repaid over a five (5) year period after the date of issuance.

1) Startup - $100,000
    - $50,000 repaid at 3% interest over 60-month period,
    - $50,000 forgiven over 60-month period, performance based.
2) End of Year 1 – $100,000

- Contingent upon creation of 10 new, full time jobs in Fremont, paid at an annual salary of $45,000,
- $50,000 repaid at 3% interest over 60-month period,
- $50,000 forgiven over 60-month period, performance based.

3) End of Year 2 – $100,000
    - Contingent upon creation of additional 15 new, full time jobs paid at an annual salary of $45,000,
    - $50,000 repaid at 3% interest over 60-month period,
    - $50,000 forgiven over 60-month period, performance based.

Performance based forgiveness measures based on retention of jobs created in Fremont for five (5) years from the date of creation of said jobs.

The Local Option Review Team met May 13, 2020 to review the application. After thorough discussion, by a vote of 4-1, the committee recommends an award of:

1) Startup - $100,000
    - $50,000 repaid at 3% interest over 60-month period,
    - $50,000 forgiven over 60-month period, performance based.
2) End of Year 1 – $100,000
    - Contingent upon creation of 10 new, full time jobs in Fremont, paid at an average annual salary of $45,000,
    - $50,000 repaid at 3% interest over 60-month period,
    - $50,000 forgiven over 60-month period, performance based.

The Citizens Advisory Review Committee met May 14, 2020 to review the application. The committee determined the application does meet Fremont's Local Option Economic Development Plan in that their principal source of income is derived from the sale of services in interstate commerce. By a vote of 4-0, the committee recommends approval of the request.

Fiscal Impact: Local Option Economic Development Fund - $300,000.

Pete Geldes

648 Bailey St. Papillion NE 68046 -- (C) 402-350-3450 – PGeldes@gmail.com

Goal-driven, highly competitive professional experienced in the nurse staffing industry with a strong focus on relationship building, customer service, and leadership.

PROFESSIONAL EXPERIENCE

Atlas MedStaff **Omaha, Nebraska**
Senior Recruiter – Team Lead April 2016 – Present

- Always held the standard of well above the required KPI's for the last 4 years.
- Held place in the top ten recruiters in the company for 3 years straight.
- Forefront developer of multiple social media platforms used to attract and maintain TOA.
- Managed and developed 12 Recruiters and Client Managers during time as Team Lead.
- Conducted weekly training and development for new and experience recruiters within the company.
- Helped develop and run a goal driven mentorship program within the company.

Ralston Police Department **Ralston, Nebraska**
Uniform Police Officer *September 2014- April 2016*

- Assigned to Patrol Division where I responded to calls for service throughout the city.
- Proactively conducted traffic stops resulting in arrests, citations, or warnings.
- Identified, analyzed, and effectively handled community issues and problems.
- Prepared detailed investigative reports, resulting in criminal prosecutions and convictions.

Dodge County Sheriff's Office **Fremont, Nebraska**
Uniform Patrol Deputy *April 2010- September 2014*

- Responded to calls for service throughout the county and assisted citizens.
- Conducted investigations for ongoing cases as a result of calls for service.
- Proactively conducted numerous traffic stops resulting in arrests, citations, or warnings.
- Member of the Dodge County/Fremont ERU team and assisted in the formulation of ERU operations.
- Past President of Fraternal Order of Police lodge 17 and part of the contract negotiation team.

Medical Solutions **Omaha, Nebraska**
Client Manager *January 2008-January 2010*

- Fastest growing client manager at Medical Solutions from 2008-2010.
- In charge of the functioning of 10-42 nurses and/or technicians at various accounts.
- Established relationships with current accounts as well as developed numerous new contracts.
- Managed accounts payable and receivables along with debt collection.
- 5 Above and Beyond awards for teamwork and leadership.
- Trained new employees in contract and rate negotiation.
- Generated over 1.8 million dollars in revenue and over $400,000 in gross profit in 2009.

Enterprise Rent-a-Car **Omaha, Nebraska**
Assistant Manager, Eppley Airfield *November 2006-January 2008*

- Managed 20 plus employees and a fleet of over 500 vehicles.
- Controlled all profit and loss statements as well as accounts receivables list.
- Promoted to assistant manger of the largest branch in the area in 3 months.
- Placed #1 in monthly sales 3 consecutive times out of 250 plus employees including managers.
- Finished in the top 25% of the employee matrix every month with the company.
- Personally generated new business and increased profitability.
- Identified, maintained, and developed local and national corporate accounts.

EDUCATION

Dana College **Blair, Nebraska**
Bachelor's Degree (2005)

- Major: Organizational Communication with an emphasis in Media
- Played four years of Football for the College

ADDITIONAL SKILLS

- Exceptional interpersonal and communication skills.
- Proficient in using a computer and Internet research, including Microsoft Word and Excel.
- Schooled in all aspects of sales promotions, ad preparation, and marketing.
- Entrepreneurial, self-starter who needs little to no supervision.
- Experienced in recognizing, analyzing, and solving problems.
- Strong focus on customer service and client relations.
- Trained and experienced in Interview and Interrogation (Reid Technique), Active Shooter Response Instructor, Crisis Intervention Team member, Certified Firearms Instructor, Etc.

Ashley Thomas Grohs

8130 Water Color Dr.
Ashley.grohs@yahoo.com
402-719-3400 Cell

Experience

" Senior Client Manager", Atlas Medstaff, June 2016 to February 2020

- Focused on developing new relationships for direct contracts
- Training new CM's as they transition in their career
- Focused on developing the largest VMS in the nation to a first tier account
- Help Leadership develop training manual and policy for future growth.

"Workforce Solutions Consultant", Medefis, 10/2014 to June 2016

- Brought in 16 new whole house solutions contracts.
- Attend Trade Shows to represent the company and develop leads
- Cold call on facilities to demo our product with the end result of a contract to staff
- Develop and maintain relationships within each facility to further sell options and products within

"Recruiter", RTG Medical, 1/2012 to 4/2014

- Employee/Staff and Recruit Medical Professionals via phone, email and social media
- Budget Expenses on all employees
- Negotiate Contracts for personnel and facilities
- Process Payroll for all associates

"HE Collections II" Chase Bank, Tampa, FL, (*Sept, 2010 to Jan. 2012*)

- Assess Customers needs to find profitable solutions for them and the Bank
- Use Skip tracing tools to locate customers with ease and accessibility
- Meet and exceed monthly goals set by management to obtain global goal.

"Manager/Sales Agent" Tristate Financial Network Louisville, KY (Aug. 2008 –Sept 2014)

- Contact Clients who responded to our marketing to set up appointments
- Conduct in-home meetings to discuss appropriate options that fits their family needs
- Deliver policies after issued date, and obtain referrals and maintain other financial needs
- Help conduct weekly sales meetings for our regional market and Conference Calls nationally
- Interview, Qualify, and Select potential candidates for our sales team.

Education

College of the Canyon, Santa Clarita, CA 1999 to 2002 " Bus. Admin"
Fremont Senior High school, Fremont, NE 1994 to 1998 "Diploma

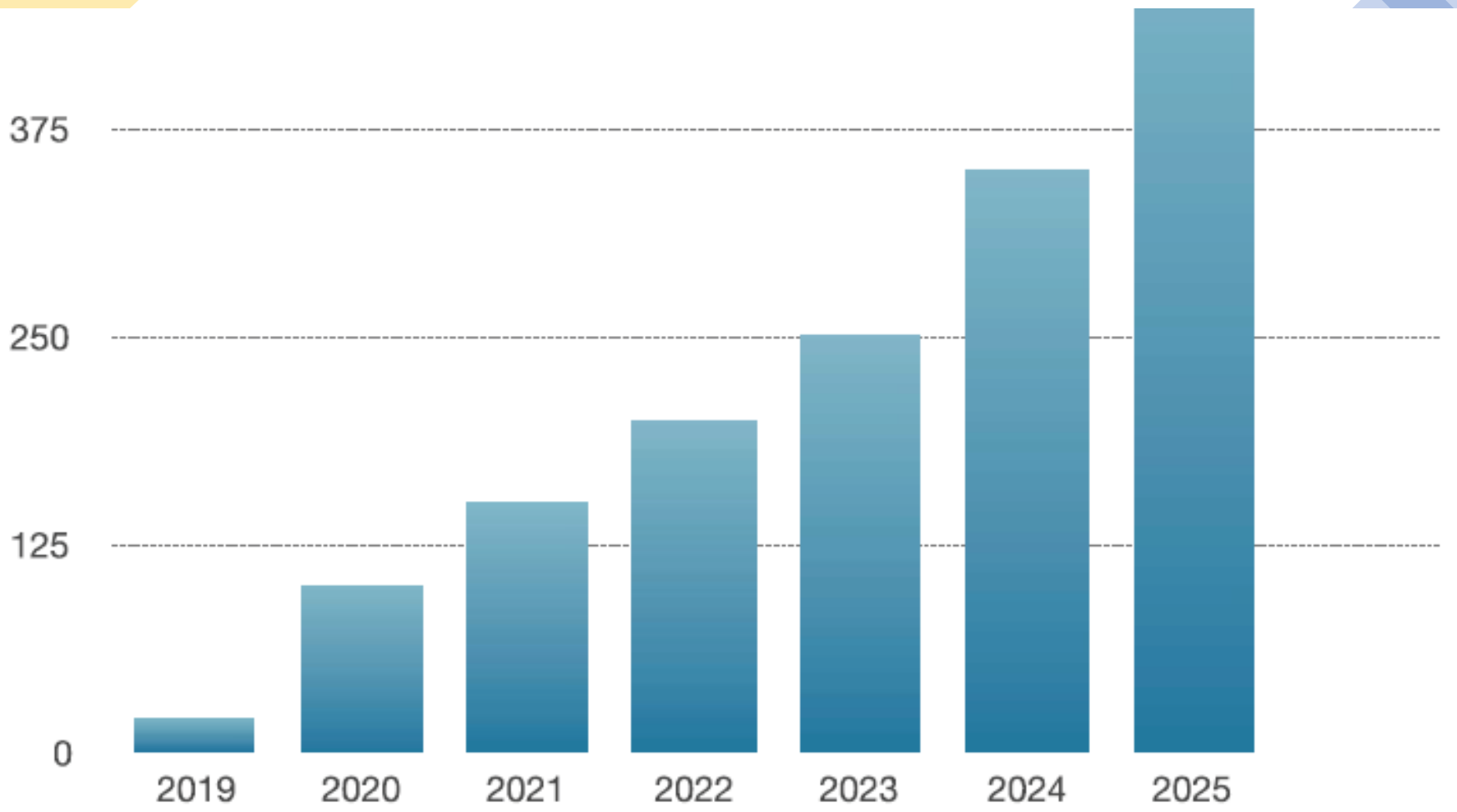
Associations

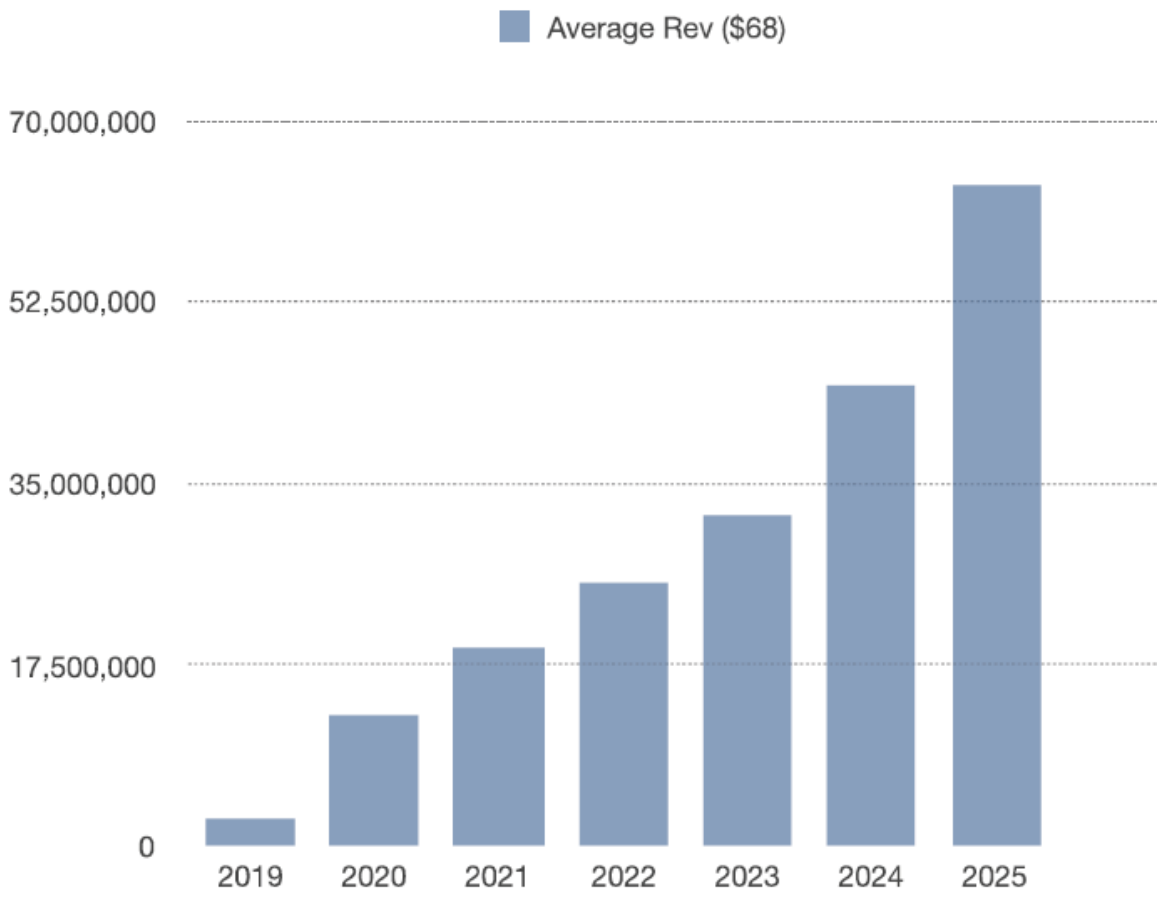
- Knights of Columbus
- Fremont area Young Professionals (Former Board Member)
- Former Diplomat to the Chamber of Commerce

Summit Medical Staffing, LLC

PROJECTIONS

	Headcount	Average Rev ($68)	Net Revenue $12 GPH	
2019	20	2,545,000	449,280	
2020	100	12,725,000	2,246,400	
2021	150	19,087,000	3,369,600	
2022	200	25,450,000	4,492,800	
2023	250	31,824,000	5,616,000	
2024	350	44,553,000	7,862,400	
2025	500	63,648,000	11,232,000	


375
250
125
0
2019
2020
2021
2022
2023
2024
2025


Average Rev ($68)
70,000,000
52,500,000
35,000,000
17,500,000
0
2019
2020
2021
2022
2023
2024
2025

FIXED COSTS MONTHLY

	First 6	5 additional	7 additional	10 additional
Salary	42250	66625	76375	91000
Office lease	1,600	1600	1600	1600
Miscellaneous	2000	2000	2000	2000
Leads	1500	1500	2000	2500
Phones/internet	700	700	700	700
Utilities	400	400	400	400
Sales force	300	400	440	500
Microsoft	84	84	84	84
Comp/liability	750	750	750	750
Go daddy	56	112	129	168
Prophecy exams	9	9	9	9
Jot forms	13	13	13	13
Docusign	25	25	25	25

	First 6	5 additional	7 additional	10 additional
	49687	74218	84525	99749

VARIABLE COSTS

	25 nurses	50	100	150
Commissions @10%	5304	10608	21216	31824
Employee health	4750	9500	19000	28500
	10054	20108	40216	60324

CAPITAL COSTS

	Us	5 recruiters	7	10
Phones	650	1350	945	2025
Computers	4000	8000	9600	12000
Cubes	0	0	0	500
Chairs	500	1000	1200	1500
IT set up	1000	2000	2400	3000
	6150	12350	14145	19025

Executive Summary

Summit Medical Staffing, LLC is an established company, which provides staffing and consulting solutions to various medical facilities. We intend to grow the company and establish our name as a leader and innovator in the medical staffing industry. We will not be content with pursuing a small share in a giant market. Instead we intend to constantly strategize, seek out, and capture major shares in smaller niche markets, which we can dominate and expand. Our innovative marketing techniques will constantly be refined and altered to adapt to ever changing needs of our clients. Our primary focus will be to build client relationships including consultation services in the medical field to ensure all present and future needs are met. Our goal is to work closely with nursing, therapy, and allied health professionals to achieve a mutual benefit for the employee and the employer.

This business plan is part of our regular business planning process. We will revise this plan annually. In the next full year we intend to market our services nationally to a variety of facilities.

We have anticipated sales projections of 50 placements within the coming year. This will place sales volume at $6,000,000 for the year. Management predicts sales exceeding $12 million and additional profitability by year two on a reserved level. Projected profits in year five are expected to be north of $50,00,000.

Our critical success factors for the next year are, in order of importance:

- Mass marketing to therapist, allied health, and nursing professionals.
- Market and obtain national acute care accounts.
- Obtain feedback from employee's and employers.
- Test marketing of media, public relations, pricing, and service endorsement plans.
- Attain the goal of recouping expansion costs in one year.

Additionally:

- Building on profits for the next year.
- Reaching sales goals for the next three year.
- Attaining profitable growth to new complex in year five of the expansion plan.

Objectives

Summit Medical Staffing, LLC has set a modest goal for 2020 sales. These targeted minimums when achieved, will bring us a moderate profit for year one and will provide a platform for limited business expansion in the second year of expansion.

The sales goals for medical professional placements in coming year are:

- Nursing— 50 placements

Attaining these targeted goals will result in a projected year one sales volume of $6,000,000.

Costs will be controlled to maintain projected margins at these modest sales levels. If sales exceed these goals additional staffing and stepped-up marketing activity can and will be implemented quickly, although additional capital may be required on short notice in order to fully implement growth.

Mission

Summit Medical Staffing, LLC is a medical staffing and consulting company dedicated to providing the highest quality medical personnel paired up with equally qualified medical facilities. We anticipate providing quality-tested services and making sufficient profits to generate a modest return. Our initial service will focus on temporary and permanent staffing solutions within allied health, therapy, and nursing fields. Our continued growth will consist of developing and acquiring additional services once our marketing platform has been established. We will conduct our business in accordance with moral values, maintaining a friendly, fair, and creative work environment, which respects the ideas, hard work, dignity, and worth of our employees.

Keys to Success

Keys to success for Summit Medical Staffing, LLC:

- Marketing and Recruiting. The success of Summit Medical Staffing, LLC rests in the marketing and recruiting venue. Most critical to success is our ability to generate leads through innovative and effective marketing solutions for the growth of sales and revenue.
- Management. While there is a temptation to grow a business exponentially, it is critical that Summit Medical Staffing, LLC management team concentrate first on proving customer service within certain parameters, maintain margin requirements, and establish consumer acceptance. Once the primary goals have been established, then controlled expansion (which may require increased investment in the organization) can be executed with confidence.
- Exceptional Customer Service.
- Guaranteeing clients that the temporary employees being contracted are fully screened through the following process.
- Drug Screen
- Criminal Background Check
- Skills Proficiency Evaluation
- Past Employment Verification
- Past Employment References
- Credential Verification
- CPR Registration Verification
- Immunization Records (TB, MMR, Hepatitis B, etc)
- Facility Interviews

Expansion Summary

The expansion costs for Summit Medical Staffing, LLC are estimated at $750,000. These funds will be utilized to hire more recruiters, new employee startup expenses, supplies, and insurance. Additional marketing costs and overhead may be incurred.

Company Locations and Facilities

A company office is presently maintained at 920 South 107th Ave, Suite 106, Omaha NE 68136. As needs dictate office facilities will be expanded. Initially, the office will serve to manage marketing functions, sales processing, and the day-to-day operations.

Market Analysis Summary

The medical staffing industry market as whole and the market for staffing services are multi-billion and multi-million dollar markets respectively. Summit Medical Staffing, LLC represents a new sub category in the medical staffing market. Currently, there are several competitive entries in this segment. Our service can be utilized by any qualified medical facility currently in need of staffing services. The targeted consumers are those medical facilities that management feels will be more receptive to our services.

Complete industry specific data on markets, sub-markets, categories, trends and demographics are available in trade industry reports. These reports are available for fees and with membership in trade organizations. The leading trade industry publication is Advanced Magazine.

Our purpose is to prove viability. Market share numbers will be minute. Successful marketing along with creative and innovative strategies, Summit Medical Staffing, LLC will strive to set itself apart from named industry groups. We will utilize company data and research to project market niches we can control and succeed in.

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Market Segmentation
As indicated, the product segment sought by Summit Medical Staffing, LLC is not a new one. It can best be defined by the demographic of its targeted customer. We seek to serve the medical staffing industry as a company that offers temporary and permanent staffing. Healthcare professionals and healthcare facilities define the potential market size.

With such a large potential market available, Summit Medical Staffing, LLC management is confident of the ability to sell its services in the conservative numbers estimated by first year production availability.

Target Market Segment Strategy
By focusing our efforts on large hospital systems and quality employees, we can cost effectively convey our message to our prospective clients. Target media publications have already been discovered through research. Advance Magazine is an industry leader specialty publication.

In addition, there are Web sites and newsgroups that management has uncovered. They can provide targeted e-mail opportunities. Two separate software programs have been identified: One that targets newsgroups for bulk e-mail, and another that conducts "on-line applications" from identified groups. Both will be utilized in Summit Medical Staffing, LLC marketing efforts. Our current client and facility database has web sites and links to hospitals, clinics, and nursing homes nationwide. Summit Medical Staffing, LLC uses multiple avenues to reach its potential clients and customers. Phone calls, job boards, direct advertisements, mass marketing, ect. The value of these marketing tools cannot be discounted and actual sales are expected to increase exponentially in the next three years.

Web publications and social media will offer exposure for education via PR and articles as well as a means to target media effectiveness in small numbers. The premise is: If you advertise to a highly selected target audience you prove salability and price point acceptance. Then you seek to extrapolate the results via broader based media.

Market Segment Analysis
Potential users define our market analysis. The use of cost-effective means to reach these users is the critical decision path. The universe of potential customers exceeds the millions. It is projected to grow only moderately each year. Through innovative marketing we will be able to provide quality services to our existing clients and seek out and identify new target audiences. Management recognizes that a market exists for temporary and permanent staffing agency.

We will concentrate heavily on bringing on qualified health care professionals with direct marketing efforts. Our recruiting will consist of on-line marketing, social media, ad placements, and cold calling.

Industry Participants
Major marketers and leaders of the staffing industry include Cross Country, Aureus Medical, Fusion Medical, Medial Solutions, and others. Summit Medical Staffing, LLC management feels that these major players in the industry will not take significant notice of the sales and marketing activities of Summit Medical Staffing, LLC until such time as Summit Medical Staffing, LLC sales reach $10 to $20 million. That level of sales marks the point at which a business is considered substantial enough as a competitor. It will be a continuing goal of Summit Medical Staffing, LLC to have a defendable position in its customer service and a reputation as an innovator and leader. The market niches controlled will set us apart from our current competition.

Strategy and Implementation Summary

Our strategy is based on serving health care professionals and organizations. The world is full of small and medium-sized businesses that provide good products and services apart from the major vendors who focus on high-volume orders only. We plan to focus on customer service to set us apart from the competition.

- What begins as a customized version of customer service, tailored to the needs of an organization, can eventually become a niche product that will fit the needs of similar customers across the country.
- We are building our marketing infrastructure so that we can eventually reach specific kinds of customers across broad geographic lines.
- We intend to focus on satisfying the needs of all temporary and permanent medical staffing.
- We will focus on leading edge technology that can take us to the masses and bring us to the experts and volume leaders in our target market audience.

Marketing Strategy
Our marketing strategy will be to use a combination of target specific media and public relations execution to stimulate placement of health care professionals. Since the service and its application are not new, the task is one of education and exposure. Education and change are very expensive when they are directed at a mass audience. Thus, it is to our great advantage that our audience can be segmented into small target specific groups and reached with more inexpensive media strategies.

Positioning Statements
We believe that our focused marketing strategy will work with targeted distribution. We will use direct-response marketing and email blast to reach a targeted customer base throughout the country.
We will utilize our web site to generate a new market of professionals. We will need to direct the majority of our clients to the web site. This will enable us to generate the email database for our marketing department. This will also serve to test the salability of the service to the market.
In addition, we will continue to market our services through cold calling.
Pricing Strategy
Due to the fluctuation of local economic factors bill rates will vary from market to market. Summit Medical Staffing, LLC provides our clients with the option of Direct Bill or All Inclusive rates. This is an estimate of all bill rates:

Promotion Strategy

The long-range goal is enough visibility to leverage our services as a player into the medical staffing industry where we can reach all regions. To do that:

- Public relations services for the next year are intended to generate awareness of editors and product information insertions, reviews, etc. This is maintained for year one and two.
- Advertising monthly and concentrating on special interest magazines. We will experiment with general-interest and industry magazines, keeping careful track of results. It is hoped that advertising through these channels will enable more placements and additional sales or will be cut back after its ineffectiveness is proven. Year two of sales reflects sales penetration into larger hospital channels.
- Trade shows: None until year two.

Sales Strategy

Initially all sales are direct response. In the coming years we will look to expand to other channels, which will entail the hiring of additional staff. Actual sales goals will be measured and monitored on a continuing basis. It is estimated that one full year of marketing with the major facilities and participation in industry trade shows will be required to establish a genuine market share.

Sales Forecast

The operating budget shows our present sales forecast. We are projecting sales of $6,000,000 in the coming year which represents 50 placements made via direct marketing. We are forecasting sales to increase to $12,000,000 in year two with expanded media expenditures and reach. This reflects an increase to 100 placements made.

Milestones

After having achieved the Joint Commission Seal of Approval our future milestones for Summit Medical Staffing, LLC is to properly market our services, hire 10 more recruiters, and obtain our sales goals for the coming year. This will allow us to cover all expenses and generate a moderate return.
The next, and most significant milestone will be the sale of our services. The successful sale of our services will then launch the expanded marketing efforts with significant confidence for success. Sales success will also trigger additional hiring of employees to enable marketing and sales efforts to continue. Cash flow needs will be addressed by additional funding.

Management Summary

Summit Medical Staffing, LLC will have a very thin management team at inception. Management will serve as all key internal needs such as general financial control, strategic planning, and sales and marketing implementation.

Personnel Plan

Personnel requirements will continue to grow in years two and three. It will focus in on customer service and job orders. The personnel will handle all aspects of recruiting. Management will perform all back-office functions. Recruiting and job orders will be handled by the recruiters and may be supplemented with temporary employees as required. At present a line item in personnel requirements of $500,000 is budgeted for these functions. No permanent staffing decisions will be made until year one when the business plan is revised. All expenditures represent estimates at this time.

Financial Plan

Summit Medical Staffing, LLC desires to finance growth through a combination of the Cash Finder program and SBA loan. The funds will be used for initial cost of employees, insurance, and marketing to grow a larger market presence. The target of generating a moderate income in the coming year will only apply if we continue to market our customer service to prospective clients and facilities.

The most important indicator in our case is repeat business and client referrals. We have to make sure that we are able to generate contract extensions and fill customer needs while maintaining our customer service standards or we will be clogged with worthless job orders.

Collection days are very important. We do not want to let our average collection days to get above 90 under any circumstances. This could cause a serious problem with cash flow, because working capital will be tight. Fortunately, most sales will be factored to a credit foundation at the rate of 2%. Thus, business at this stage will basically have a 2% loss of cash flow. Billing and payroll distribution entails 30 to 60 day billing cycles. Every effort will be made to collect on time and to offer billing term discounts. Even when placements are billed, this plan assumes 35-day payments on all job orders in order to be conservative on cash flow demands.

We must maintain minimum gross margins of 10% and hold marketing costs to a small percentage of sales in all sales channels.

An accurate forecast of sales potential can only be made after significant sales and market acceptance by major medical facilities. Estimates for third year sales contained in this plan should be considered as such. Subsequent plan revisions will have a higher degree of accuracy.

Important Assumptions

The financial plan depends on important assumptions. The key underlying assumptions are:

- We assume access to equity capital and financing sufficient to maintain our financial plan.

Key Financial Indicators

The most important indicator in our case is repeat assignments and client referrals. We will strive to have limited turnover. This will be a direct measuring tool for success.

- Collection days are very important. We do not want to let our average collection days get above 45 under any circumstances. This could cause a serious problem with cash flow, because our working capital situation is chronically tight.
- We must maintain gross margins of 10 percent at the least and hold marketing costs to a minimum.

Break-even Analysis

The break-even analysis shows that Summit Medical Staffing, LLC has a good balance of fixed costs and sufficient sales strength to remain healthy. Our break-even point is minimal because there is little overhead. Our sales forecast for the coming year calls for 15 total working placements.

Some costs included in the plan may be trimmed if necessary. There is a little room to cut the gap to break-even in year two with interim plan revision on the cost side, particularly by limiting marketing and expansion expenses. The break even number of placements a month is an extremely conservative break-even number since it assumes full marketing and media expenditures as called for by the plan. These expenses are treated as "fixed" when in fact they are "variable". Thus, break even is based on full expenditures.

Our ability to preserve operating expenses and maximize sales revenue will permit the company to function with some cash flow reserve during the first year. A moderate profit performance in year one on a new staffing company would be considered outstanding.

Projected Profit and Loss

All expenses estimated in this initial plan are considered to be accurate but not firm. Flexibility is assumed as the plan progresses through execution.

The plan now projects a profit of $150K in the coming years sales. This will be considered very acceptable when considered against the need of additional salaries. It is achievable only since we are pursuing low-cost channels of distribution in the beginning. Our over-all objective here remains only to prove salability and test various channels and promotional strategies while building lasting relationships.

Year two assumes new sales with a corresponding reduction in margin on the sales into that channel. Volumes increase as do ad and promo expenditures. Only one or two large contracts (assuming multiple facility locations) would be required to generate the sales volume sought provided our services have proven to be acceptable to all users. We are thus forecasting a rollover to profitability in year two with realistic targets.

If this were achieved, it would be a good time for management to look at a major financing, other acquisitions, and an aggressive expansion of Summit Medical Staffing, LLC.

Projected Cash Flow

Cash flow in coming year, needs a closer look on a month-to-month basis. Since this will be entirely a function of actual sales vs expenses, it will be addressed in detail. At this juncture, the "as needed" philosophy of management still is the operative mode. Subsequent revisions of this plan in years two and three will switch to payables and receivables model. The operating budget represents the expected sales and expenses for the next 3 years.

William C. Watts

10517 South 179th Street (402) 290-2539
Omaha, NE 68136 billcwatts@gmail.com

WORK HISTORY

2014-Present ***Summit Medical Staffing*** **Omaha, NE**
Managing Partner

- Manage and run daily operation
- Oversee all finances for the operation
- Recruited Allied Health, Nursing, and Therapy Professionals
- Implemented training course for new recruits
- Established and maintained new and existing accounts
- Negotiated ongoing sales
- Employed new sales strategies to increase and expand sales revenue
- Contributed to the development of major sales and marketing campaigns
- Increased regional sales through on site and direct marketing
- Enhanced and improved exposure to mass-market accounts
- Formulated pricing programs to increase gross profits
- Delivered effective solutions to a diverse range of sales related issues

2004– 2014 ***Account Manager / Senior Medical Recruiter*** ***RTG Medical***

- Recruited Allied Health, Nursing, and Therapy Professionals
- Managed and coordinated a staff of 20 field employees
- Implemented training course for new recruits through interpersonal skills
- Established and maintained new and existing accounts
- Negotiated ongoing sales of with high volume accounts

2001– 2004 ***Head Golf Professional*** ***Miracle Hill Golf and Tennis Center***
18 Hole Public Facility ***50,00 Rounds Annually***

- Contributed with clubhouse and facility renovations
- Recruited, hired, and trained inside and outside services
- Coordinated sales and inventory management procedures
- Ordered and maintained merchandise and inventory levels of $350,000
- Assisted with the planning and budgeting for the facility
- Structured a merchandise assortment plan
- Started the Drive For Life Campaign

1999 – 2001 ***First Assistant Golf Professional*** ***Miracle Hill Golf and Tennis Center***
18 Hole Public Facility ***45,000 Rounds Annually***

- Implemented Growth of the Game Advanced Junior Series
- Developed software for tournament applications
- Supervised and scheduled 20 employees
- Prepared sales and marketing promotions
- Increased customer base with the use of video lesson analysis

1997 – 1999 ***Assistant Golf Professional*** ***Eagle Hills Golf Course***
18 Hole Public Facility ***25,000 Rounds Annually***

- Established business-to-business sales for corporate leagues and outings
- Organized and marketed golf tournaments and corporate outings
- Instructed individual and group golf lessons
- Promoted and directed weddings and banquets
- Enhanced revenue and sales by implementing frequent players cards

1994 – 1997 ***Assistant Golf Professional*** ***Indian Creek Golf Course***
18 Hole Public Facility ***55,000 Rounds Annually***

- Managed maintenance schedules for 110 golf cars
- Instituted sales and bonus programs for soft and hard goods
- Maintained monthly inventory for annual sales of $ 400,000
- Presided over 160 member mixed golf league
- Directed Nike junior golf camp for 400 members

2000 – Present ***Owner and Operator*** ***ABC Fun (Comfy Feet)***
Seasonal Retail Sales

- Purchased and directed the sale of college licensed apparel
- Implemented new POS and computer system
- Composed a business plan with complete market analysis
- Assist in all facets of staff training and development
- Expanded and supervised multiple locations in 2000

MILLITARY SERVICE

1989 – 1995 ***United States Army / National Guard***

- Attended the Primary Leadership Development Course
- Veteran of Operation Desert Storm
- Received Army Accommodation Medal 1991
- Honorably discharged in 1997

EDUCATION

2002 PGA PGM Graduate - PGA Member, Class A PGA Professional
2001 Bellevue University – Bachelor of Science, Business Management
1994 Louisiana State University – Kinesiology

ACTIVITIES

Volunteer for Leukemia and Lymphoma Society
Founder of Jacobs Journey charity golf benefit

COMPUTER SKILLS

Microsoft Windows Microsoft Word
Microsoft Excel Microsoft Power Point

Local Option Economic Development & Economic Enhancement Fund Application

Here We Grow

CITY OF FREMONT NEBRASKA

Local Option Economic Development Loan Fund and Economic Enhancement Fund Application

The purpose of the Local Option Development Plan Loan and Economic Enhancement Fund is to encourage population growth, new industries, and investment in the community. Funds are offered to businesses in the form of low or 0% interest loans and performance-based forgivable loans (grants), based upon creation of new jobs and investment in Fremont. Businesses must provide matching funds for the project.

Potential City uses include land improvements; public infrastructure; building acquisition and improvements; retail industry; service industry; other new industry; equipment, working capital, job training and buy-down leases for Primary Industry; equipment, job training, buy-down leases, land improvements, building acquisition and improvements and infrastructure for Non-primary Industry; and other economic development activities allowed by statue.

Eligible activities under the Economic Development Plan may include the following to attract new and existing business and industry development in Fremont.

- Land purchase/options
- Infrastructure to new or existing business and industry
- Site improvements
- Construction for new or existing business or industry or on a speculative basis

The matrix for the two programs include:

Interest Rate Qualification Criteria:

Jobs	
Compensation	Interest Rate
> $18.00/hour and benefits	0%
> $16.00/hour and benefits	2%
< $14.00/hour and benefits	4%
No benefits offered	6%

Benefits = 50% of the cost of health insurance paid by the employer

Investment	
City Participation	Interest Rate
<10%	0%
10% - 19.99%	2%
20% - 29%	4%
30% +	6%

Sales Tax - *Based on initial years taxable sales*	
Taxable Sales	Interest Rate
<$999,999	0%
$500,000 - $999,999	2%
$250,000 - $499,999	4%
$50,000 - $249,999	6%

Businesses will be given the benefit of the category under which they meet the requirements for the lowest interest rate. Based on staff discretion, up to a 2% reduction will be provided if multiple categories are met. The interest rate will never be less than 0%.

Loans will be structured as at-risk or performance based forgiveness. To qualify for a performance based forgiveness loan, the applicant must:

Pay employees at 125% of the Dodge County average wage; and Have taxable investment greater than $2.5 million dollars, or Have taxable sales greater than $2.5 million dollars.

Note: Based on special circumstances, staff can make recommendations to the City council outside of these parameters.

To be considered for financial assistance, applicants must provide a completed application, including all applicable attachments. Return competed application to

City of Fremont
Attn: Grant Coordinator
400 E. Military
Fremont, NE 68025

City of Fremont, Nebraska

Request for Assistance Agreement

THIS REQUEST, is made on this _____ date of _____, 20_____, by _____,
of _____
(hereinafter referred to as "Applicant" to the City of Fremont, Nebraska hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, APPLICANT has requested the CITY to investigate the feasibility of obtaining a Local Option Development Plan Loan or Economic Enhancement Loan in connection with the financing of a project to be undertaken by APPLICANT.

NOW, THEREFORE, in consideration of the request the following may be done.

1. City agrees to work with the Applicant to investigate the feasibility of obtaining financing through a Local Option Development Plan Loan or Economic Enhancement Loan for the Project. City will investigate the financial condition of Applicant and determine whether or not a Local Option Development Plan Loan Application or Economic Enhancement Loan Application is appropriate. City will submit the needed paperwork for a Local Option Development Plan Loan or Economic Enhancement Loan for the Applicant to the appropriate committees and City Council, if:

    - Applicant is within the eligibility criteria and the Project is likely to be approved by the City Council for a Local Option Development Plan or Economic Enhancement Loan, and;

    - All other elements of the Project can be financed and/or paid for through the infusion of equity capital by the Applicant.

2. If the City determines, in its sole discretion, that the Applicant is eligible for a Local Option Development Plan Loan or Economic Enhancement Loan, then, and in such event, City will advise and consult with the Applicant in the preparation by the Applicant for a complete set of Loan documents together with supporting exhibits, for the purpose of making applications for an Local Option Development Plan Loan or Economic Enhancement Loan (hereinafter referred to as the "Loan Package"). The Loan Package shall be for the sole benefit of the Applicant provided however, that such Loan Package shall be used by the City in connection with the Application for a City Loan on behalf of the Applicant, provided, however, that the Loan Package may be used by the Applicant in seeking financial assistance or guarantees from other governmental agencies and/or private lenders.

3. Applicant hereby acknowledges that the Applicant is charged with the actual responsibility of preparing the Loan Package, and that the City's sole responsibility in connection with the preparation of the Loan Package shall be to consult with and advise the Applicant. The Applicant further acknowledges that the Applicant will be required to promptly and accurately supply financial information concerning the Project, the operation of Project, together with the manner, method and terms of financing the Project. Applicant further specifically acknowledges and agrees that the obtaining of a Local Option Development Plan Loan or Economic Enhancement Loan, or any other financing is dependent upon many factors that the City cannot control, including but not limited to economic factors and the decisions of the City Council, accordingly, the City does not guarantee that the Applicant will obtain financing for the Project. Applicant hereby covenants and agrees that the City shall not be responsible, in any manner, or liable to the Applicant or any other person in the event that the Applicant is unable to obtain a Local Option Development Plan Loan or Economic Enhancement Loan for the Project, or any other type of financing for the Project, whether from the City or any other governmental or public source, or from any private financing sources. Applicant also further covenants and agrees that the City shall not be liable for any of the debts or obligations incurred in and for the assistance of benefit of the Applicant. Applicant further agrees that the Applicant will hold the City harmless, and pay all costs and expenses, including attorney's fees, in the event that any claim in made or lawsuit is filed by or against the City arising out of any transaction with or assistance to the Applicant which may in any way be connected with the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, caused to be duly executed this Agreement, and have affixed or caused to be duly affixed hereto there seals, this _____ day of _____, 20_____.

APPLICANT

BY:

Local Option Economic Development Loan Fund and Economic Enhancement Fund Application

(Application is an Official Public Document)

CITY OF FREMONT NEBRASKA

Part I

A. Business Borrower Information

Name of Business to receive assistance: _____

Address: _____
(City, State & ZIP)

Representative Contact Information

Name: _____ Email: _____

Title: _____ Phone: _____

Business Clarification (mark one)

- ☐ Manufacturing
- ☐ Warehousing & Distribution
- ☐ Service
- ☐ Research & Development
- ☐ Administrative Management Headquarters

Federal Tax ID #

Business Organization (mark one)

- ☐ Proprietorship
- ☐ Corporation
- ☐ Partnership
- ☐ Other

Does the Company have a Parent or Subsidiaries?

- ☐ Yes
- ☐ No

If yes, identify name: _____

Address: _____
(City, State & ZIP)

Business Type

- ☐ Start-up (0-5 years old)
- ☐ Buyout
- ☐ Existing

If existing, how many years in Business?

Ownership Identification: List all officers, directors, partners, owners, co-owners and all stakeholders with 20% or more of the stock.

Name	Title	Ownership %

Employment Information

Personnel (Full-Time Equivalent, FTE is based upon 2,080 hours per year)

Existing number of FTE Positions:

FTE Positions to be created within _____months of Application Approval:

If jobs would be lost without loan approval, total number of FTE jobs retained:

What is the average wage for employees?

Please describe all benefits which the business provides to employees:

B. Project Information

Use of Funds	Total Project Cost	Loan Funds Requested	Total Funds
Land Acquisition			
Building Acquisition			
Renovation			
New Facility Construction			
Acquisition of Machinery/Equipment			
Acquisition of Furniture/Fixtures			
Working Capital (Includes Inventory)			
Other (Specify)			
Total			

Project Schedule:

C. Sources of Funds

Note: Public sources of financing requires the participation of a Bank and/or an injection of equity (non-debt funds).

Participating Lender Information:

Name of Lending Institution: _____

Contact Person: _____

Address: _____ Phone: _____

(City, State & ZIP)

Loan Amount: $ Loan Term (Yrs):

Interest Rate: Variable: Fixed:

Collateral Required: Equity Required:

Equity Information:

Amount Available from business or owners for investment: $

Source of owner's equity into project into the project:

Project Location:

- ☐ Within the City Limits (Fremont)
- ☐ Outside of City Limits but within the Zoning Jurisdiction of (Fremont)
- ☐ Unincorporated Area (Dodge County)

D. Attach the Following (Items 8-13 shall be considered confidential)

Brief Desription of the Business' history:

Brief Description of the proposed project. Has any part of this project been started?

Description of impact of project on Applicant and Community:

Have you ever declared bankruptcy?

☐ Yes

☐ No

If yes, bankruptcy chapter: Case #: Date:

Are there any unsatisfied judgments again you?

☐ Yes

☐ No

Amount per month: To Whom:

Are you a party to a lawsuit?

Give details:

☐ 3-year historical balance sheets and operating statements. Current statements less than 90 days old. (Existing businesses only). Provide the following and reconcile to current balance sheet.

- ☐ Aging of Accounts Payable and Accounts Receivable
- ☐ List of current obligations

☐ Personal financial statement and resumes for each person owning 20% or more of the business.

☐ Credit Report from Credit Reporting Agency. Contact your bank for more information.

☐ Monthly cash flow analysis for the next 12 months and for new businesses, 3 months beyond the breakeven point.

☐ Indemnification Agreement

☐ Tax returns for the last two years.

Once all documents have been received, the City of Fremont staff will review the application if it meets the Local Option Economic Development Plan Fund or Economic Enhancement Loan Fund eligibility requirements. If eligible, a meeting will be scheduled with you.

The above information is accurate to the best of my knowledge and belief. The above information is provided to help you evaluate the feasibility of obtaining public financial assistance. I understand that pages 1-3 of the application are public information and are subject to public disclosure during the application process.

Signature Dated

RESOLUTION NO. 2020-111

A Resolution of the City Council of the City of Fremont, Nebraska approving a Local Option Economic Development Loan for $300,000 to Summit Medical Staffing, LLC to be used for job creation and authorizing the Mayor to sign the appropriate loan transactions.

WHEREAS, the City of Fremont, Nebraska, has economic development funds in the form of Local Option Economic Development Plan for the purpose of attracting new industries and retaining or expanding existing businesses in Fremont; and,

WHEREAS, Summit Medical Staffing, LLC, located in Fremont, Nebraska, has made an application for $300,000 to the Local Option Economic Development Fund for job creation. The terms of the loan are:

1) Startup - $100,000
   - $50,000 repaid at 3% interest over 60-month period,
   - $50,000 forgiven over 60-month period, performance based.
2) End of Year 1 – $100,000
   - Contingent upon creation of 10 new, full time jobs in Fremont, paid at an annual salary of $45,000,
   - $50,000 repaid at 3% interest over 60-month period,
   - $50,000 forgiven over 60-month period, performance based.
3) End of Year 2 – $100,000
   - Contingent upon creation of additional 15 new, full time jobs paid at an annual salary of $45,000,
   - $50,000 repaid at 3% interest over 60-month period,
   - $50,000 forgiven over 60-month period, performance based.

Performance based forgiveness measures based on retention of jobs created in Fremont for five (5) years from the date of creation of said jobs.

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council of the City of Fremont approve a Local Option Economic Development Loan for $300,000 to Summit Medical Staffing, LLC, and authorize the Mayor to sign the appropriate loan transactions as approved by the City Attorney.

PASSED AND APPROVED THIS 26th DAY OF MAY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and Fremont City Council

FROM: Alan Kaspar, Director of Electrical Engineering
Troy Schaben, Assistant City Administrator Utilities

DATE: May 26, 2020

SUBJECT: Amendment No. 1 - Reimbursement and Indemnification Agreement with WholeStone Farms for Engineering Design Services for Substation H.

Recommendation: Approve resolution 2020-112

Background:

The City has previously signed an agreement with Wholestone Farms wherein Wholestone has agreed to reimburse the City for work completed by HDR Engineering, Inc. for the design of a new Substation (Substation H). The document associated with this staff report is an amendment to said agreement.

HDR Engineering, Inc. has provided the City with an estimate of probable cost for the construction of the substation of approximately $5,141,371.00. Based on coordination with Wholestone's engineer, the City has established that the expanded electrical demands by Wholestone will utilize approximately 63.63% of the available capacity of the new substation. The amendment stipulates that Wholestone reimburse and indemnify the City for this portion of the estimated cost to construct the new electrical substation. The value of this reimbursement would be (not to exceed) $3,271,455.00 as outlined in the amendment.

The Utility & Infrastructure Board approved this recommendation with a 5-0 vote at their meeting on May 12, 2020.

Fiscal Impact:

This amendment itself stipulates a reimbursement value from the customer and does not yet involve a direct cost or expenditure to the City. Once the design package is complete, bids for construction will be solicited and received, and the City's portion of the overall cost will be determined.

AMENDMENT NO. 1 TO REIMBURSEMENT AND INDEMNIFICATION FOR DESIGN ENGINEER

This **AMENDMENT NO. 1 TO REIMBURSEMENT AND INDEMNIFICATION FOR DESIGN ENGINEER** (this "Amendment") is made as of _____ ___, 2020 ("Effective Date") by and between the City of Fremont, a municipal political subdivision of the State of Nebraska ("City"), whose address for the purposes of this Agreement is 400 East Military Avenue, Fremont NE 68025, and WholeStone Farms, Inc. a Nebraska corporation ("WholeStone"), whose address for the purposes of this Agreement is 900 South Platte Ave, Fremont, NE 68025.

RECITALS

A. **WHEREAS**, City and Wholestone are Parties to the certain Reimbursement and Indemnification for Design Engineer Agreement ("Agreement"), dated as of March 3, 2020; and

B. **WHEREAS**, the Parties mutually desire to modify certain terms and conditions of the Agreement, as more fully set forth herein.

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

1. Definitions. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

2. Amendment Effective Date. The Parties agree to amend the Agreement as set forth in Section 6 hereof, which amendments will be effective as of the Effective Date.

3. Amendments.

(a) The main title of the certain Reimbursement and Indemnification for Design Engineer Agreement shall be amended by deleting the words "for Design Engineer" and inserting "Electrical Substation" in lieu thereof.

(b) The title: Preliminary Statement of the certain Reimbursement and Indemnification for Design Engineer Agreement shall be amended by making the title plural and shall read, Preliminary Statements."

(c) The following paragraph shall be added under Preliminary Statement of the certain Reimbursement and Indemnification for Design Engineer Agreement:

"The City has engaged the services of HDR Engineering, Inc. to provide the City with an estimate of probable cost for the construction of an electrical substation (Substation H) for expanded electrical demands by WholeStone. The estimate provided by HDR Engineering, Inc. has indicated the probable cost of the new substation to be approximately $5,141,371.00. Based on coordination with Wholestone's engineer, the City has established that the expanded electrical demands by Wholestone will utilize approximately 63.63% of the available capacity of the new substation. WholeStone has agreed to reimburse and indemnify the City for this portion of the estimated cost to construct the new electrical substation, subject to the terms and conditions set forth below."

DRAFT

(d) The paragraph identified as 1. under Terms and Conditions of the certain Reimbursement and Indemnification for Design Engineer Agreement be amended as follows:

"1. Wholestone shall reimburse the City:

a. For its expenses to engage the services of HDR Engineering, Inc. in designing an electrical substation that satisfies the Minimum Specifications, not to exceed $301,395.00.

b. At a rate of 63.63% of expenses accrued to construct a new electrical substation, not to exceed $3,271,455.00.

WholeStone shall pay the City within thirty (30) days of its receipt of an invoice from the City, including a commercially reasonable level of detail describing the service provided in such a manner that Wholestone can determine that the electrical substation is being constructed in accordance with the Minimum Specifications and the costs related thereto. If WholeStone (a) elects to discontinue its pursuit of expanded electrical demands, whether because the electrical substation is not being constructed in accordance with the Minimum Specifications or for any other reason, and (b) notifies the City (in writing) of such election, then WholeStone shall only be responsible for the City's out-of-pocket expenses that accrued prior to the City's receipt of WholeStone's notice."

(e) The paragraph identified as 7 under Terms and Conditions of the certain Reimbursement and Indemnification for Design Engineer Agreement be amended to read as follows:

"The City and WholeStone each agree to abide by all federal, state, and local laws, statutes, ordinances and regulations governing the activities discussed herein. Wholestone shall comply with, and indemnify the City against any violations by Wholestone of applicable State or County electrical codes regulating any electrical usage or equipment by Wholestone that causes harm to City equipment. Wholestone shall have the right to assert its own defenses against any allegations that it has violated applicable electrical codes or that the violation caused damages."

4. General Terms.

(a) Except to the extent expressly modified by this Agreement, all other terms and conditions of the certain Reimbursement and Indemnification for Design Engineer Agreement will remain unmodified and continue in full force and effect. Any reference to the certain Reimbursement and Indemnification for Design Engineer Agreement from and after the Effective Date will be deemed to refer to the certain Reimbursement and Indemnification for Design Engineer Agreement as amended hereby, unless otherwise expressly stated.

DRAFT

(b) Governing Law. This Amendment will be governed by the same state whose laws govern the certain Reimbursement and Indemnification for Design Engineer Agreement.

(c) Counterparts. This Amendment may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

[The remainder of this page has intentionally been left blank. Signature page to follow.]

IN WITNESS WHEREOF, this Agreement was executed on the date as first written hereinabove.

WHOLESTONE FARMS, INC.
A Nebraska Corporation,

By: _____

Name: _____

Title:_____

CITY OF FREMONT, NEBRASKA,
A municipal political subdivision of the State of Nebraska,

By:_____

Name: Scott Getzschman

Title: Mayor

ATTEST

_____
Tyler Ficken, City Clerk

APPROVED AS TO FORM

_____
Travis Jacott, City Attorney

DRAFT

REIMBURSEMENT AND

INDEMNIFICATION AGREEMENT

FOR DESIGN ENGINEER

This Reimbursement and Indemnification Agreement (the "Agreement") is made and entered into on this ____ day of_____, 2020, between the City of Fremont, a municipal political subdivision of the State of Nebraska ("City"), whose address for the purposes of this Agreement is 400 East Military Avenue, Fremont NE 68025, and WholeStone Farms, Inc. a Nebraska corporation ("WholeStone"), whose address for the purposes of this Agreement is 900 South Platte Ave, Fremont, NE 68025.

PRELIMINARY STATEMENT

The City has engaged the services of HDR Engineering, Inc. to assist the City in the design of a proposed electrical substation (Substation H) for the expanded electrical demands by WholeStone. The City and Wholestone have agreed to the minimum specifications (the "Minimum Specifications") of Substation H. WholeStone has agreed to reimburse and indemnify the City for its expenses to engage HDR Engineering, Inc. for the design of an electrical substation satisfying the Minimum Specifications, subject to the terms and conditions set forth below.

TERMS AND CONDITIONS

Now, therefore, in consideration of the foregoing Preliminary Statement which is included herein by this reference and the mutual covenants of the parties hereto, it is agreed as follows:

1. WholeStone shall reimburse the City for its expenses to engage the services of HDR Engineering, Inc. in designing an electrical substation that satisfies the Minimum Specifications, not to exceed $301,395.00. WholeStone shall pay the City within thirty (30) days of its receipt of an invoice from the City, including a commercially reasonable level of detail describing the service provided in such a manner that Wholestone can determine that the electrical substation is being constructed in accordance with the Minimum Specifications and the costs related thereto. If WholeStone (a) elects to discontinue its pursuit of expanded electrical demands, whether because the electrical substation is not being constructed in accordance with the Minimum Specifications or for any other reason, and (b) notifies the City (in writing) of such election, then WholeStone shall only be responsible for the City's out-of-pocket expenses that accrued prior to the City's receipt of WholeStone's notice (not to exceed $301,395.00 in any event).

2. WholeStone hereby agrees to indemnify and hold the City harmless from and against any and all liabilities, expenses including reasonable attorneys' and engineers' fees, orders, lawsuits, causes of actions, claims, damages, costs, penalties, fines, interest and demands whatsoever suffered, threatened against, or paid, or incurred by the City in connection with, or arising from, WholeStone's failure to reimburse the City in accordance with the terms of this Agreement.

3. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

4. All notices or other communications required or permitted by this Agreement shall be in writing

and in all cases addressed to the party at the location or address indicated above. Such notice shall be considered to be properly given by and received by a party (i) whenever delivered in person, or (ii) on the date a return receipt is signed by a party when sent by certified mail, regardless of when received or delivered. A party shall have the right to change its address for notice or other communication to any other person or location within the continental United States by giving prior written notice to the other party.

5. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one agreement. Each counterpart may be delivered by facsimile or computer-scanned image transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

6. No amendment of this Agreement shall be valid unless it is in writing and is signed by the parties or by their duly authorized representatives, and unless it specifies the nature and extent of the amendment.

7. The City and WholeStone each agree to abide by all federal, state, and local laws, statutes, ordinances and regulations governing the activities discussed herein. WholeStone shall comply with, and indemnify the City against any violations of applicable regulations promulgated by the Environmental Protection Agency or other government agencies regulating any activities engaged in by WholeStone.

8. This Agreement, and the rights and duties of the parties arising from or relating in any way to the terms, covenants, or conditions of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nebraska.

9. Wholestone is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

[The remainder of this page has intentionally been left blank. Signature page to follow.]

IN WITNESS WHEREOF, this Agreement was executed on the date as first written hereinabove.

WHOLESTONE FARMS, INC.

A Nebraska Corporation,

By:_____

Name:_____

Title:_____

ATTEST

_____
Tyler Ficken, City Clerk

CITY OF FREMONT, NEBRASKA,

A municipal political subdivision of the State of Nebraska,

By:_____
Scott Getzschman, Mayor

APPROVED AS TO FORM

_____
Travis Jacott, City Attorney

RESOLUTION NO. 2020-112

A Resolution of the City Council of the City of Fremont, Nebraska, to authorize the execution of Amendment No. 1 to Reimbursement and Indemnification Agreement with WholeStone Farms Inc.

WHEREAS, staff has reviewed Amendment No. 1 and found it to be acceptable; and,

WHEREAS, WholeStone Farms Inc. has reviewed and approved said amendment; and,

WHEREAS, The Utility & Infrastructure Board approved this recommendation with a 5-0 vote at their meeting on May 12, 2020.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Fremont, that the Mayor be authorized to sign the attached Amendment No. 1 to Reimbursement and Indemnification Agreement with WholeStone Farms Inc.

PASSED AND APPROVED THIS 26th DAY OF MAY, 2020.

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

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

DATE: May 26th, 2020

SUBJECT: Professional Services Agreement with Davis Design, Inc., for Architectural Services in connection with the Proposed Aircraft Terminal Building at the Fremont Airport

Recommendation: Approve Resolution 2020-113 approving Architectural Services Agreement for the Airport Terminal Building.

Background: The City of Fremont, has entered into previous Architectural and Engineering Design Agreements with Davis Design of Lincoln, Nebraska for the planning and design of a proposed new Terminal Building and Aircraft Apron Area at the Fremont Airport. This agreement was approved by the City Council at their April 11, 2017 meeting. A Phase 1 (Schematic Design Phase) was entered into with Davis Design on January 28th, 2020.

The initial phase of the effort was to provide a needs assessment and site layout design for the proposed site, mostly FAA and NDOT coordination. Davis Design had procured the services of Burns McDonnell of Kansas City to complete the planning phase of the project and to coordinate with the FAA to program this project. The site layout has been approved by the FAA and NDOT. This phase of the project is under construction at the present time.

Phase 1 Services were for the Schematic, or Preliminary Design Process, where the options and layouts were considered by Staff and the Airport Advisory Board. The Board approved these at the May 15th Board Meeting. Fee for services of Phase 1 were $25,000.00. The schematic process included floorplan and site layout for the terminal building, but also considered the layout of an attached FBO maintenance hangar.

Phase 2 Services will take the approved schematic site and floor plan of the Terminal Building and FBO Maintenance Hangar, and prepare the final construction documents and construction cost estimates. The Architectural Services Agreement for Phase 2 Services was approved by the Advisory Board at their May 15th meeting. The Board approved the agreement and recommended the Agreement to the City Council for their consideration at the May 26th City Council meeting.

The purpose of designing both the terminal and FBO buildings does not commit the City to constructing both buildings at this time. The two buildings will share a common wall, the intent is to design both buildings at the same time and avoid future retrofitting inconsistencies.

Phase 3 will be construction management phase services during the actual construction of the project. The fee for phase 3 will be negotiated prior to commencing to the construction phase.

Fiscal Impact: The fee for services for Phase 2 services is $160,000.00, plus reimbursable expenses. The cost of design work will be paid with City Funds and has been approved in the 2019/2020 Capital Improvement Plan.

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the ***Sixth*** day of ***May*** in the year ***Two Thousand Twenty***
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Fremont
400 East Military Avenue
Fremont, Nebraska 68502-5141

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Davis Design, Inc.
1221 N Street, Suite 600
Lincoln, Nebraska 68508
Telephone: (402) 476-9700

for the following Project:
(Name, location and detailed description)

Fremont Municipal Airport
New Airport Terminal
Phase 2 Design Construction Documents
Fremont, Nebraska

This project is for a proposed new Airport Terminal Facility at the Fremont Municipal Airport. This contract is for the complete design and construction documents for the project as well as the bidding process.

This contract includes the design of an Airport Terminal and Fixed Base Operations (FBO) building. The terminal and the FBO are being designed to be operated as one building. It is likely that only the Airport Terminal will move to the bidding stage. Both facilities are being designed at this time to save on design and construction costs. In addition, many things must be coordinated (common wells, fortings, floor plans, restrooms, office, utilities, and etc.) for a complete design.

The Owner and Architect agree as follows.

Init.
/

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

None at the time of this contract.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be located at the Fremont Airport, and access to the Old Highway 30 will be included. The terminal is approximately 3,700 sf, and the FBO is approximately 14,600 sf.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Construction costs for the terminal range from $1,600,000 - $1,900,000. Total construction costs with FBO are approximately $3,300,000. Design fees are not included in these values.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init. /

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.1 Design phase milestone dates, if any:

Begin Design: June 1, 2020.
Design Complete: September 1, 2020..

.2 Construction commencement date:

Fall 2020.

.3 Substantial Completion date or dates:

Spring 2021.

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design / Bid / Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Project will not include LEED Design.

~~**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mr. Dave Goedeken, Director of Public Works
City of Fremont
400 East Military Avenue
Fremont, Nebraska 68025-5141
Telephone: (402) 727-2636

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Veronica Trujillo

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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Alfred Benesch & Company
825 M Street, Suite 100
Lincoln, Nebraska 68508

.2 Civil Engineer:

Alfred Benesch & Company
825 M Street, Suite 100
Lincoln, Nebraska 68

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

None at the time of this contract.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mr. Michael A. Wachal
Davis Design, Inc.
1221 N Street, Suite 600
Lincoln, Nebraska 68508

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Work to be completed by Davis Design under this contract.

.2 Mechanical Engineer:

Work to be completed by Davis Design under this contract.

.3 Electrical Engineer:

Work to be completed by Davis Design under this contract.

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§ **1.1.11.2** Consultants retained under Supplemental Services:

None at the time of this contract.

§ **1.1.12** Other Initial Information on which the Agreement is based:

None at the time of this contract.

§ **1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ **1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ **1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ **2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ **2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as ~~expeditiously~~ ***reasonably*** as is consistent with such professional skill and care and the orderly progress of the Project.

§ **2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ **2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ **2.5** ***The Architect shall maintain the following insurance until termination of this Agreement.*** ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~

§ **2.5.1** ***Commercial General Liability with policy limits*** ~~of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.~~***as identified in attached Davis Design Certificate of Insurance (Exhibit A).***

§ **2.5.2** ***Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits*** ~~of not less than ($) per accident for bodily injury, death of any person, and property damage arising out of the~~

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~~ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~***as identified in attached Davis Design Certificate of Insurance (Exhibit A).***

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability ~~through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~***as identified in attached Davis Design Certificate of Insurance (Exhibit A).***

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits ~~not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~***as identified in attached Davis Design Certificate of Insurance (Exhibit A).***

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits ~~of not less than (\$) per claim and (\$) in the aggregate.~~***as identified in attached Davis Design Certificate of Insurance (Exhibit A)***

.1 General Liability - Umbrella

\$5,000,000

.2 Automobile Liability

\$1,000,000/each occurrence

.3 Workers' Compensation

\$1,000,000/each occurrence

.4 Professional Liability

\$5,000,000

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. ***See attached Davis Design Certificate of Insurance (Exhibit A).***

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

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provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement ~~and~~ ***or construction*** delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect ~~shall~~ ***may*** present its preliminary evaluation to the Owner and ~~shall~~ ***may*** discuss with the Owner alternative approaches to design and construction of the Project. The Architect ~~shall~~ ***may*** reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect ~~shall~~ ***may*** consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ **3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ **3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ **3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ **3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ **3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ **3.4.2** The Architect shall incorporate the design requirements, ***building code, life safety code, and requirements*** of governmental authorities having jurisdiction over the ~~Project~~ Project, ***and as described in 3.1.5,*** into the Construction Documents.

§ **3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ **3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ **3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ **3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ **3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

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.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or

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procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	***Completed in Phase 1 under separate contract.***
§ 4.1.1.2 Multiple preliminary designs	***Completed in Phase 1 under separate contract.***
§ 4.1.1.3 Measured drawings	***Not provided.***
§ 4.1.1.4 Existing facilities surveys	***Not provided.***
§ 4.1.1.5 Site evaluation and planning	***Not provided.***
§ 4.1.1.6 Building Information Model management responsibilities	***Included in contract.*** ***Level of Design - 200***
§ 4.1.1.7 Development of Building Information Models for post construction use	***Not provided.***
§ 4.1.1.8 Civil engineering	***Included in contract.***
§ 4.1.1.9 Landscape design	***Included in contract.***
§ 4.1.1.10 Architectural interior design	***Included in contract.***
§ 4.1.1.11 Value analysis	***Not provided.***
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	***Included in contract.***
§ 4.1.1.13 On-site project representation	***Not provided.***
§ 4.1.1.14 Conformed documents for construction	***Not provided.***
§ 4.1.1.15 As-designed record drawings	***Provided in Phase 3.***
§ 4.1.1.16 As-constructed record drawings	***Provided in Phase 3.***
§ 4.1.1.17 Post-occupancy evaluation	***Not provided.***
§ 4.1.1.18 Facility support services	***Not provided.***
§ 4.1.1.19 Tenant-related services	***Not provided.***
§ 4.1.1.20 Architect's coordination of the Owner's consultants	***Not provided.***
§ 4.1.1.21 Telecommunications/data design	***By Owner.***
§ 4.1.1.22 Security evaluation and planning	***By Owner.***
§ 4.1.1.23 Commissioning	***Not provided.***
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	***Not provided.***
§ 4.1.1.25 Fast-track design services	***Not provided.***
§ 4.1.1.26 Multiple bid packages	***Not provided.***

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.27 Historic preservation	***Not provided.***
§ 4.1.1.28 Furniture, furnishings, and equipment design	***Not provided.***
§ 4.1.1.29 Other services provided by specialty Consultants	***Not provided.***
§ 4.1.1.30 Other Supplemental Services	***Not provided.***
§ 4.1.1.31 ***Electronic Document Service***	***By Owner.***

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

None at the time of this contract.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None at the time of this contract.

~~**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the ~~Architect,~~ Architect ***or Architect's consultants,*** any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;

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.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

~~.9 Evaluation of the qualifications of entities providing bids or proposals;~~

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing ~~a~~ ***an extensive number of*** Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to ***an extensive number of*** the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require ***extensive*** evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 ***Two*** (*2*) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 ***Two*** (*2*) visits to the site by the Architect during construction

.3 ***One*** (*1*) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ***One*** (*1*) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. ***The Owner shall*** ~~update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the~~

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~~Owner shall notify the Architect. The Owner and the Architect shall thereafter agree~~ ***not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the*** ~~Project's~~ ***Project scope and quality.***

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated ~~proposal,~~ proposal ***by 15% or more,*** the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents ***for which the Architect is responsible under this Agreement*** as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall

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be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by ~~mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.~~ mediation,. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~ ***The mediator shall be chosen by mutual agreement of the parties.***

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

~~[ ] Arbitration pursuant to Section 8.3 of this Agreement~~

[*X*] Litigation in a court of competent jurisdiction

~~[ ] Other: *(Specify)*~~

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

~~**§ 8.3 Arbitration**~~

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

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~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.4 Consolidation or Joinder**~~
~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

0.00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is ~~located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for ~~Construction.~~Construction***, as amended.***

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access ***as determined by the Owner*** to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect ~~in writing~~ of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

~~.1 Stipulated Sum~~

~~*(Insert amount)*~~.3 Other

(Describe the method of compensation)

The fees for the design of the new terminal building will be in three phases. The phases are as identified below:

~~.2 Percentage Basis~~

~~*(Insert percentage value)*~~***Phase 1: Phase 1 of the contract will be to complete the Schematic Design Phase of the contract. This work will be done on an hourly, not-to-exceed amount of $25,000. (This phase is complete.)***

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~***Phase 2: Phase 2 of the contract will be based upon a lump sum fee to complete the design and coordinate the bidding process. This work will begin after Phase 1 is complete, and the City of Fremont has approved the lump sum design fees to complete the remainder of the project. Lump sum fee of $160,000.00.***

~~.3 Other~~

~~*(Describe the method of compensation)*~~

Phase 3: Phase 3 of the contract will be based upon a lump sum fee to complete the Construction observation and administration services. This work will begin after Phase 2 is complete, and the City of Fremont has approved the lump sum design fees to complete the construction services phase.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly based on rates listed in the attached Hourly Rate Schedule (included in Exhibit B).

Init.
/

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly based on rates listed in the attached Hourly Rate Schedule (included in Exhibit B).

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the ~~Architect plus percent (%), or as follows:~~Architect:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Hourly based on rates listed in the attached Hourly Rate Schedule (included in Exhibit B).

Schematic Design Phase	***Ten***	percent (	***10***	%)
Design Development Phase	***Forty***	percent (	***40***	%)
Construction Documents Phase	***Forty-five***	percent (	***45***	%)
Bidding Phase	***Five***	percent (	***5***	%)
Construction Phase	***Zero***	percent (	***0***	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as ~~follows:~~

~~Schematic Design Phase~~		~~percent (~~		~~%)~~
~~Design Development Phase~~		~~percent (~~		~~%)~~
~~Construction Documents Phase~~		~~percent (~~		~~%)~~
~~Procurement Phase~~		~~percent (~~		~~%)~~
~~Construction Phase~~		~~percent (~~		~~%)~~
~~Total Basic Compensation~~	~~one hundred~~	~~percent (~~	~~100~~	~~%)~~

noted in the attached Design Fees (Exhibit B).

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly rates are as listed in the attached Hourly Rate Schedule (included in Exhibit B).

Employee or Category	**Rate ($0.00)**

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

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.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related ~~expenditures.~~expenditures ***previously approved by the Owner.***

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ***Ten Percent*** percent (***10*** %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of ***Zero Dollars*** ($ ***0.00***) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ***Sixty*** (***60***) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~%~~

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

~~**.2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~*(Insert the date of the E203-2013 incorporated into this agreement.)*~~

_____

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] ~~AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~
~~*(Insert the date of the E204-2017 incorporated into this agreement.)*~~

_____

~~[ ]~~ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Certificate of Insurance
Exhibit B - Design Fees

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	5·5·20 **ARCHITECT** *(Signature)*
Mr. Dave Goedeken, Director of Public Works *(Printed name and title)*	***Michael A. Wachal, Principal / CFO*** *(Printed name, title, and license number, if required)*

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael A. Wachal, PE, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:29:35 CT on 05/05/2020 under Order No. 3895528071 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Michael A Wachal

(Signed)

Principal / CFO

(Title)

5·5·2020

(Dated)

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User Notes:

(1333212525)

Client#: 31259 DAVIS5

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

EXHIBIT A

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
INSPRO Insurance
P.O. Box 6847
Lincoln, NE 68506
402 483-4500

CONTACT NAME: Laura Paulsen
PHONE (A/C, No, Ext): 402-484-2722 FAX (A/C, No): 402-484-2728
E-MAIL ADDRESS: lpaulsen@isproins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Insurance Company	
INSURER B : Arch Insurance Co	11150
INSURER C : Chubb Group of Insurance Companies	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Davis Enterprises
DBA Davis Design, Inc.
1221 N Street Suite 600
Lincoln, NE 68508-2030

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			8K72202A	07/01/2019	07/01/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			8K728822	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB / OCCUR			8K731469	07/01/2019	07/01/2020	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB / X CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			8K826471	07/01/2019	07/01/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional			PAAEP0105700	11/30/2018	11/30/2019	$5,000,000	
C	Management Liability			82118222	07/01/2019	07/01/2020	$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: New Airport Terminal

CERTIFICATE HOLDER

Fremont Municipal Airport
400 East Military Ave
Fremont, NE 68025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James D. Gibbs

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Exhibit B

City of Fremont, Nebraska
New Airport Terminal Facility
Phase #2 – Construction Documents
DESIGN FEES
May 6, 2020

This proposal outlines the basic design fee structure to be used for the compensation to the Architect. The Architect is responsible for all the architectural, interior design, civil/site design, landscaping design, structural, mechanical, electrical, and construction administration. Interior design (selection of colors and materials) is included in the finished spaces. Furniture, Furnishings, & Equipment (FFE) selection is not included in the base fee below. Items specifically excluded from the scope of the design contract are as follows:

1. LEED
2. City/Public Utilities and Streets.
3. Zoning, re-platting, or other property issues.

The design project includes the design of a new Airport Terminal building as well as a future FBO (fixed based operations) building. The Terminal and the FBO are intended to be designed as one facility to maximize the efficiency of operations and reduce the total cost of construction and design. The buildings are to share a common wall, footings, and work as one entity. It is likely that only the Terminal Building will move to the Phase #3 for construction. But, sense the buildings are designed to operate as one facility and share many components of construction (walls, rest rooms, offices, utilities, parking, driveways, apron) it is the desire of the Fremont Airport Board to have both facilities designed at the same time to save overall construction and design costs and to coordinate all construction related issues. Bidding is included in this contact. It is likely that the FBO will be delayed in the bidding process due to budget needs.

Phase #1: Schematic Design, this phase is complete.
Phase #2: Construction Documents, Included in this contract.
Phase #3: Construction Administration, to be determined in the future.

Major changes to the scope of work after review and approval of the documents will be subject to additional services. This proposal assumes that the FAA will not require any additional CATEX, Environmental assessment studies, or other items to continue with the design of the terminal.

On the following page is an outline of the design fees for the project.

Exhibit B

City of Fremont, Nebraska
New Airport Terminal Facility
Phase #2 – Construction Documents
DESIGN FEES
May 6, 2020

Item Description

The fees for the design of the new terminal building will be in three phases. The phases are as identified below:

Phase 1: Complete

Phase 2: Phase 2 of the contract will be based upon a lump sum fee to complete the Design and to coordinate the bidding process. This work will begin after Phase 1 is complete, and the City of Fremont has approved the lump sum design fees to complete the remainder of the project design. **The total lump sum for the design fees are $160,000.00.**

Phase 3: Phase 3 of the contract will be based upon a lump sum fee to complete the Construction Observations and Administration Services. This work will begin after Phase 2 is complete, and the fees will be determined at that time.

Surveying and geotechnical services will be required on this project. They have already been approved by the City of Fremont personnel because they were on site for the Terminal Taxiway project. Cost for the survey and geotechnical work will be passed along to the owner as a reimbursable expense without mark-up by Davis Design.

The design fees will be invoiced monthly. The invoices shall reflect the amount of work/effort completed to the date of the invoice. All invoicing will be based upon a percentage of completion for phase #2.

Reimbursable expenses shall be as outlined in the contract or as further defined and developed within this paragraph. All reimbursable expenses that reflect the costs of direct expenses to the project such as printing, renderings, lodging, meal allowances, models, etc. are not included in the fees noted above and will be invoiced to the Owner with a markup of 1.10 per the contract. Travel expenses will reflect the current IRS federal rate for mileage as well as the hourly rates of the people involved in the travel. Mileage and travel expenses shall not include a 1.10 mark up.

Other items that are not included as part of the scope of work is as follows:

- Submittal Exchange Fees (Approx $5,500.00 to be added as reimbursable expense.
- 3D High Resolution Renderings
- Permits and Fees by governing authorities
- Environmental studies or issues
- LEED design and documentation
- Changes requested by owner after approval process is complete
- Special inspections as required by local and international building codes
- IT, Phone, Data, AV system design. or other communications.
- Printing of plans for contractor/owner use.
- Federal/State/Local Taxes on services.
- Additional insurance costs above our standard coverage limits.
- Multiple phased project cost that will require additional construction administration time.

The Terminal project is not funded by the FAA and therefore will not be required to follow all of the FAA rules and regulations. Although the project is connected to the Taxiway project that is currently be done, the terminal project will not be subject to FAA funding or FAA regulations. Clearances and other items of safety required by the FAA will be followed.

Work items that are not specifically outlined in the scope of the Architects services will be considered additional services. Additional services will be performed on an hourly basis based upon the following rates, or a negotiated fee of some other arrangement with prior agreement by both parties.

On the following page are the hourly rates to be used for additional service items.

Exhibit B

City of Fremont, Nebraska
New Airport Terminal Facility
Phase #2 – Construction Documents
DESIGN FEES
May 6, 2020

Davis Design, Inc.
Hourly Rate Schedule

Position	Hourly Rate
Principal, Project Manager	$190.00
Project Architect, AIA	$130.00
Architectural Designer	$115.00
Structural Engineer, PE	$150.00
Structural Designer	$120.00
Mechanical Engineer, PE	$150.00
Mechanical Designer	$120.00
Electrical Engineer, PE	$150.00
Electrical Designer	$120.00
Interior Designer	$100.00
CAD Technician	$ 95.00
Construction Administrator	$115.00
Administrative	$ 65.00

The hourly rates noted above are valid thru June 1, 2020. Salaries are to be adjusted on a yearly basis at a rate of 4.0% per year. This annual adjustment will occur on June 1, 2020. The adjustment will apply to additional services requested only. The lump sum design fee noted above will not require adjusted rates.

Submitted By,

Davis Design, Inc.

Michael A. Wachal, PE
Principal, CFO

RESOLUTION NO. 2020-113

A Resolution of the City Council of the City of Fremont, Nebraska to authorize to approval of Architectural Services Agreement with Davis Design, Inc. for Design Services in connection with the Aircraft Terminal Building at the Fremont Airport.

WHEREAS, the City of Fremont has entered into the original Engineering Services agreement with Davis Design, Inc. on April 11, 2017; and

WHEREAS, The City of Fremont has entered into Phase 1 Services of the Architectural Services Agreement with Davis Design, Inc. on January 28, 2020; and

WHEREAS, Phase 2 Services of the Architectural Services Agreement is a not to exceed amount of $160,000.00 (Plus reimbursable expenses); and

WHEREAS, Fees for Phase 3 Services will be negotiated at a later date.

NOW THEREFORE BE IT RESOLVED: That the City Council of the City of Fremont, Nebraska to authorize to approve the Architectural Services Agreement with Davis Design, Inc. in connection with the Aircraft Terminal Building at the Fremont Airport.

PASSED AND APPROVED THIS 26th DAY OF May, 2020

_____
Scott Getzschman, Mayor

ATTEST:

_____
Tyler Ficken, City Clerk

Staff Report

TO: Honorable Mayor and City Council

FROM: Brian Newton, City Administrator

DATE: May 26, 2020

SUBJECT: Amendment to the South Fremont Industrial Redevelopment Plan and approve the Third Amendment to the Amended and Restated Development Agreement for Project No. 1, Costco Poultry Complex

---

Recommendation: Approval of Resolution No. 2020-114.

Background:

This is a request to amend the South Fremont Industrial Redevelopment Plan as well as approve the Third Amendment to the Amended and Restated Development Agreement for Project No. 1, Costco Poultry Complex.

The purpose of these amendments is to authorize the issuance of additional tax increment financing indebtedness to assist with public improvement costs and pay a contribution in aid of construction of $7 million for the additional costs related to the construction of the SE Beltway.

Fiscal Impact:

None. The City had originally discussed making a $5 million contribution in aid of construction towards the additional costs of constructing the SE Beltway, but Costco has generously agreed to pay the contribution on the City's behalf.

AMENDMENT TO THE
SOUTH FREMONT INDUSTRIAL REDEVELOPMENT PLAN AND
THIRD AMENDMENT TO THE
AMENDED AND RESTATED REDEVELOPMENT AGREEMENT
(Redevelopment Project No. 1, Costco Poultry Complex)

This Amendment to the South Fremont Industrial Redevelopment Plan and Third Amendment to the Amended and Restated Redevelopment Agreement (Redevelopment Project No. 1, Costco Poultry Complex) ("Third Amendment") is entered into by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA"), and PCCW, Inc., a Washington corporation ("Redeveloper").

RECITALS

A. The City Council of the City of Fremont, Nebraska (the "City") approved and adopted the South Fremont Industrial Redevelopment Plan on July 19, 2016, including a Project Specific Redevelopment Plan for Redevelopment Project No. 1, Costco Poultry Complex (the "Redevelopment Plan").

B. In order to implement Redevelopment Project No. 1, Costco Poultry Complex (the "Project"), the CDA and Costco Wholesale Corporation, a Washington corporation ("Costco") entered into that certain Amended and Restated Redevelopment Agreement dated June 5, 2017, as amended by that certain First Amendment to the Amended and Restated Redevelopment Agreement dated June 5, 2017, and that certain Second Amendment to the Amended and Restated Redevelopment Agreement dated on or about August 11, 2017 ("Redevelopment Agreement").

C. Pursuant to that certain Assignment and Assumption of Amended and Restated Redevelopment Agreement, Clawback Provisions, and Indemnification Agreement, Reimbursement Agreements, and Conditional Annexation Agreement (Redevelopment Project No. 1, Costco Poultry Complex), Costco assigned its interest under the Redevelopment Agreement to Redeveloper.

D. The Dodge County Assessor's valuation of the Project is higher than originally anticipated on account of: (a) initial utilization of conservative estimates to determine the projected amount of Tax Increment to be generated by the Private Improvements constructed as part of the Project, and (b) expansion of the scope of, and the Redeveloper's private investment in, the Project.

E. As a result of the higher than anticipated Project valuation, the Tax Increment generated by the Project will be greater than projected, and will support additional TIF Indebtedness of approximately Ten Million and No/100 Dollars ($10,000,000.00).

F. The City of Fremont desires to pursue construction of the Fremont Southeast Beltway connecting U.S. Highway 77 to U.S. 275 (the "Beltway Project"), a significant portion of which would be located in the South Fremont Industrial Redevelopment Area, but is in need of additional funding sources to complete the Beltway Project.

G. The parties desire to amend the Redevelopment Agreement to: (a) authorize the issuance of additional TIF Indebtedness to assist with the costs of public improvements

identified in the Redevelopment Agreement, and (b) to identify a contribution in aid of construction to the City for construction of the Beltway Project in the Redevelopment Area as an additional eligible use of the TIF Revenue generated by the Project.

NOW THEREFORE, in consideration of mutual promises contained herein and in the Redevelopment Agreement, the parties agree to amend the Redevelopment Plan and the Redevelopment Agreement as follows:

1. Minimum Project Valuation. Section 1.01(I) of the Redevelopment Agreement is hereby deleted and replaced in its entirety by the following:

> "Minimum Project Valuation" means an amount equal to One Hundred Forty Eight Million Two Hundred Fifty Thousand and No/100 Dollars ($148,250,000.00).

2. Issuance of TIF Indebtedness. Section 3.03 of the Redevelopment Agreement is hereby deleted and restated as follows:

> "No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall incur or issue TIF Indebtedness in a series of TIF Notes in the aggregate amount of Twenty Eight Million Three Hundred Twenty Two Thousand and No/100 Dollars ($28,322,000.00), as calculated on the attached and incorporated Exhibit "B", to be issued to the Redeveloper which shall entitle Redeveloper to receive the semi-annual incremental tax payments generated by the Project. The TIF Indebtedness shall be divided between the previously issued Series "A" TIF Note in the original principal sum of Eighteen Million Three Hundred Twenty Two Thousand and No/100 Dollars ($18,322,000.00) ("Note A") and a supplemental Series "B" TIF Note. The CDA is hereby authorized to issue a supplemental Series "B" TIF Note in the original principal sum of Ten Million and No/100 Dollars ($10,000,000.00)("Note B") to the Redeveloper. The Note A and the Note B shall be of equal priority and shall share equally in any shortfall described in Section 4.04(b).
>
> "The TIF Indebtedness, which shall be in the form of TIF Promissory Notes, attached as Exhibit "C", shall not be a general obligation of the CDA or City, which shall issue such TIF Notes solely as a conduit. Redeveloper shall either self-fund or monetize the TIF Notes. Regardless of whether Redeveloper self-funds or monetizes the TIF Notes, Redeveloper shall pay to the City the amounts for the projected TIF uses identified as items 2.A.1, 2.A.2, 2.B, and 2.C in Exhibit "D" pursuant to the terms of this Agreement simultaneously with issuance of Note A, and Redeveloper shall pay to the City the amounts for the projected TIF uses identified as item 2.F in Exhibit "D" pursuant to the terms of this Agreement simultaneously with the issuance of Note B.
>
> If Redeveloper elects to monetize the TIF Notes, then it shall locate a lender or other entity to acquire and fund the acquisition of the TIF Notes for the TIF Indebtedness. Redeveloper may pledge or assign the TIF Notes

to such lender and the CDA shall consent to such pledge or assignment upon request, in which case proceeds may be made payable directly to such lender. The TIF Notes issued to Redeveloper shall be secured by a pledge or assignment of the Tax Increment to be captured by the CDA. To the extent Redeveloper directly funds or pays the costs outlined on Exhibit "D", Redeveloper shall be entitled to use available TIF Note proceeds to reimburse itself for such costs."

3. Projected TIF Sources and Uses. In Section 3.06, the annual incremental taxes created by the Project in the amount of One Million Eight Hundred Thirty-Five Thousand Four Hundred and No/100 Dollars ($1,835,400.00) is hereby replaced with the amount of Two Million Nine Hundred Eighty Eight Thousand Five Hundred Fifty Seven and No/100 Dollars ($2,988,557.00).

4. Contribution in Aid of Construction – Southeast Beltway. Section 3.11 is hereby added to the Redevelopment Agreement as follows:

> "On or before August 1, 2020, the Redeveloper shall make a contribution in aid of construction to the City of Fremont in the amount of Seven Million and No/100 Dollars ($7,000,000.00) (the "CIAC") to be used by the City for construction of that portion of the Fremont Southeast Beltway connecting U.S. Highway 77 to U.S. 275 (the "Beltway Project") that is located in the Redevelopment Area. The approximate location of the Beltway Project in relation to the Project Site and the Redevelopment Area are depicted on Figure 7 to the Redevelopment Plan, which is also attached hereto as Exhibit "H" and incorporated herein by reference. Plans for the Beltway Project, which are preliminary in nature and subject to adjustment, are attached hereto as Exhibit "I" and incorporated herein by this reference. Any amounts in excess of the CIAC required for the Beltway Project shall be paid by the City out of its own funds or from other sources. The TIF Indebtedness shall be used to reimburse Redeveloper for the cost of such CIAC."

5. Exhibit A-2 – Description of Public Improvements. Exhibit "A-2" of the Redevelopment Agreement is hereby amended to add the following to the list of identified eligible Public Improvements:

> "5. Contribution in Aid of Construction to City for Southeast Beltway Project"

6. Exhibit B – TIF Indebtedness. Exhibit "B" of the Redevelopment Agreement is hereby deleted and replaced in its entirety by Exhibit "B" attached to this Third Amendment

7. Exhibit D – Projected TIF Sources and Uses. Exhibit "D" of the Redevelopment Agreement is hereby deleted and replaced in its entirety by Exhibit "D" attached to this Third Amendment.

8. South Fremont Industrial Redevelopment Plan. This Third Amendment does not authorize the division of ad valorem taxes on any new property in the Redevelopment Area, nor does it substantially modify the existing South Fremont Industrial Redevelopment Plan approved by the City Council of the City on July 19, 2016, as amended. This Third Amendment constitutes a minor modification to said Redevelopment Plan, the purpose of which is to identify construction of the Fremont Southeast Beltway within the Redevelopment Area, as depicted on Figure 7 to the Redevelopment Plan, as a TIF eligible public improvement.

9. Reconfirm other Terms. The CDA and Redeveloper hereby reconfirm all other terms and conditions of the Redevelopment Agreement, except as expressly modified by the terms of this Third Amendment.

This Third Amendment is effective as of the ___ day of May, 2020.

"CDA"

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF FREMONT,
NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairperson

"REDEVELOPER"

PCCW, INC.,
a Washington corporation

By: _____

Name: _____

Title: _____

EXHIBIT "B"

TIF INDEBTEDNESS

1. **Principal Amount**: $28,322,000.00

Assumptions:

Dodge Co. Tax Levy	2.047225
Interest Rate	5.0%
TIF Period (years)	14

Property Value Assumptions:

	Assessed Value	Estimated Taxes
Pre-Project	$2,269,135	$46,454
Completed Project	$148,250,000	$3,035,011
Difference	$145,980,865	$2,988,557

TIF Calculations:

Annual TIF Amount	$2,988,557
TIF Indebtedness	**$28,322,000**

2. **Anticipated Tax Increment**: Approximately $2,988,557 annually

3. **Maturity Date**: On or before 15 years following the Effective Date of division

EXHIBIT "D"

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

Assumptions:	Dodge Co. Tax Levy	2.047225	
	Interest Rate	5.0%	
	TIF period (years)	14	
Property Value Assumptions:		Assessed Value	Estimated Taxes
	Pre-Project	$2,269,135	$46,454
	Completed Project	$148,250,000	$3,035,011
	Difference	$145,980,865	$2,988,557
TIF Calculations:	Annual TIF Amount	$2,988,557	
	TIF Indebtedness	**$28,322,000**	

2. PROJECTED TIF USES[1]

		Project Costs[2]
A.	City Fees:	
	1. Administrative Fee (1%)	$183,000
	2. Cost of Issuance and Soft Costs (5%)	$916,000
B.	Utility Extension[3]	$4,000,000
C.	Water Treatment Lagoons	$5,200,000
D.	Public Street Infrastructure[4]	$5,500,000
E.	Extraordinary Grading and Site Preparation	$6,500,000
F.	Contribution in Aid of Construction to City Southeast Beltway Project	$7,000,000
	Total:	$29,299,000

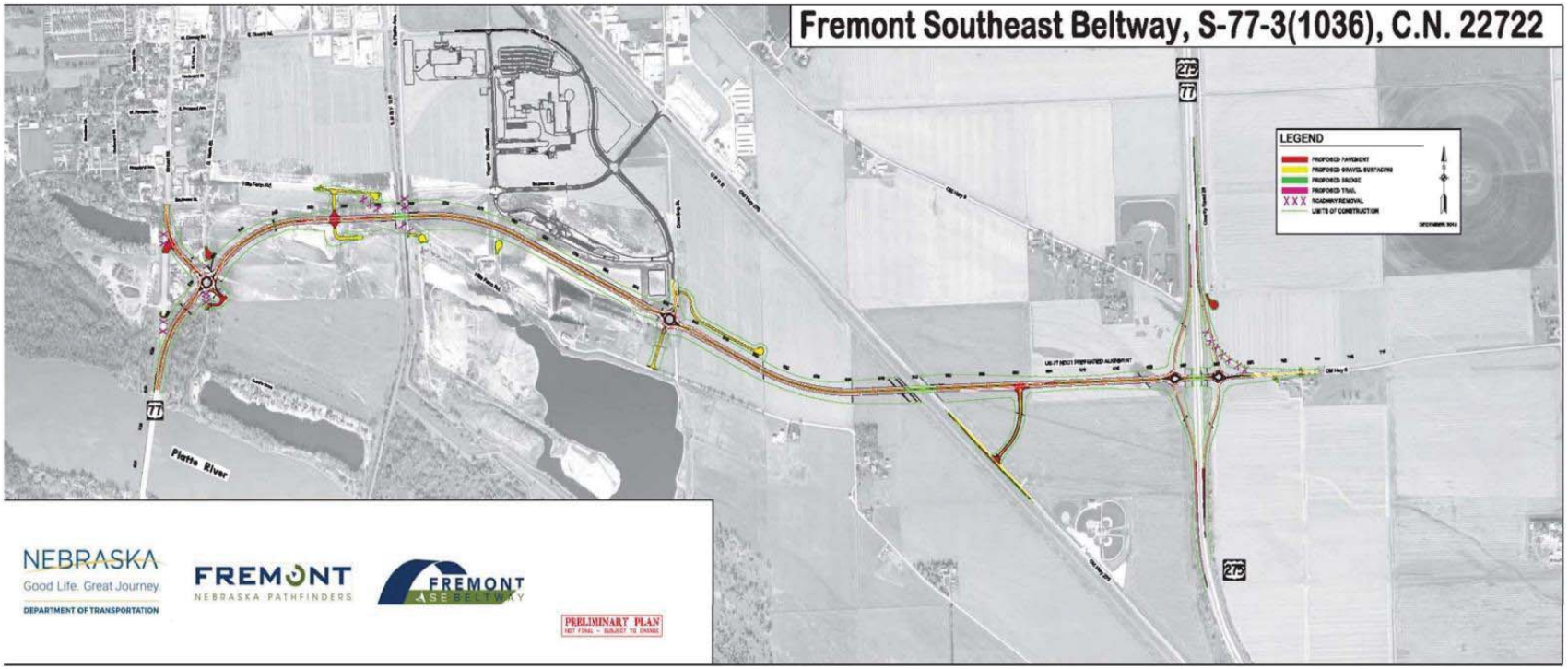
[1] TIF proceeds are to be spend in the same priority order shown here until exhausted.
[2] All costs are estimates and are subject to adjustment upon receipt of construction bids and final confirmation upon construction completion.
[3] Subject to the Economic Development Incentive provided for in Section 5.01(c).
[4] The $1,000,000 contemplated in Section 5.01(e) is to be exhausted before TIF funds are utilized for Public Street Infrastructure.

EXHIBIT "H"

SOUTHEAST BELTWAY

EXHIBIT "I"

SOUTHEAST BELTWAY PRELIMINARY PLANS



4810-6867-8844, v. 2

CITY COUNCIL OF THE
CITY OF FREMONT, NEBRASKA

RESOLUTION #2020-114
(Redevelopment Project No. 1, Costco Poultry Complex)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, APPROVING THE AMENDMENT TO THE SOUTH FREMONT INDUSTRIAL REDEVELOPMENT PLAN AND THIRD AMENDMENT TO THE AMENDED AND RESTATED REDEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT PROJECT NO. 1, COSTCO POULTRY COMPLEX.

RECITALS

A. Pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the "Act"), on July 19, 2015 the City Council of the City of Fremont, Nebraska ("City Council") approved and adopted the South Fremont Industrial Redevelopment Plan, including a Project Specific Redevelopment Plan for Redevelopment Project No. 1, Costco Poultry Complex (the "Redevelopment Plan").

B. In order to implement Redevelopment Project No. 1, Costco Poultry Complex (the "Project"), the Community Development Agency of the City of Fremont (the "CDA") and Costco Wholesale Corporation, a Washington corporation ("Costco") entered into that certain Amended and Restated Redevelopment Agreement dated June 5, 2017, as amended by that certain First Amendment to the Amended and Restated Redevelopment Agreement dated June 5, 2017, and that certain Second Amendment to the Amended and Restated Redevelopment Agreement dated on or about August 11, 2017 ("Redevelopment Agreement").

C. Pursuant to that certain Assignment and Assumption of Amended and Restated Redevelopment Agreement, Clawback Provisions, and Indemnification Agreement, Reimbursement Agreements, and Conditional Annexation Agreement (Redevelopment Project No. 1, Costco Poultry Complex), Costco assigned its interest under the Redevelopment Agreement to PCCW, Inc., a Washington corporation (the "Redeveloper").

D. The Dodge County Assessor's valuation of the Project is higher than originally projected when the tax increment financing indebtedness was calculated due to: (a) initial utilization of conservative estimates to determine the projected amount of tax increment to be generated by the Project; (b) expansion of the scope of, and the Redeveloper's private investment in, the Project; and (c) a change in the methodology utilized by Dodge County to assess the private improvements comprising the Project.

E. As a result of the higher than anticipated Project valuation, the tax increment generated by the Project will be greater than projected and will support additional tax increment financing indebtedness of approximately Ten Million and No/100 Dollars ($10,000,000.00).

F. The City Council desires to approve and adopt the Amendment to the South Fremont Industrial Redevelopment Plan and Third Amendment to the Amended and Restated Redevelopment Agreement (Redevelopment Project No. 1, Costco

Poultry Complex) attached hereto as Exhibit "A" and incorporated herein by this reference (the "Third Amendment").

G. The purpose of the Third Amendment is to: (a) authorize the issuance of additional tax increment financing indebtedness to assist with the costs of public improvements identified in the Redevelopment Agreement, and (b) to identify a contribution in aid of construction in the amount of Seven Million and No/100 Dollars ($7,000,000.00) to the City for construction of the Southeast Beltway Project in the Redevelopment Area as an additional eligible use of the tax increment revenue generated by the Project.

H. The Third Amendment is in conformance with the Act and the Redevelopment Plan, and it is deemed to be a minor modification to the Redevelopment Plan within the meaning of Section 18-2117 of the Act.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Fremont, Nebraska, as follows:

1. The Third Amendment will, in accordance with the present and future needs of the City of Fremont, promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community in conformance with the legislative declarations and determinations set forth in the Act; and

2. The Third Amendment is feasible and in conformance with the Act and the general plan for development of the City of Fremont as a whole, as set forth in the City of Fremont Comprehensive Pan, as amended to assist in the construction of the SE Bypass located in the Redevelopment Area, and in the best interest of the City of Fremont; and

3. The additional eligible uses of the tax increment revenue generated by the Project as set forth in the Third Amendment would not be economically feasible without the use of tax increment financing, and would not occur in the Redevelopment Area without the use of tax increment financing and otherwise the City would have to resort to other sources of funding to assist in the development of the SE Bypass; and

4. The Third Amendment does not authorize the division of ad valorem taxes on any new real estate in the Redevelopment Area, and constitutes a minor modification and not a substantial modification of the Redevelopment Plan; and

5. Pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the City Council hereby approves the Third Amendment.

6. The CDA is hereby authorized to execute and deliver the Third Amendment and the CDA is authorized issue TIF Indebtedness in the form of a Series "B" Note in an amount not to exceed Ten Million and No/100 Dollars ($10,000,000.00) as set forth in the Third Amendment. Such tax increment financing indebtedness shall be repaid solely from the tax increment created by the Project and shall not represent the general obligation of the CDA nor the City of Fremont; and

7. The CDA is hereby authorized to execute and to take all such actions contemplated and required by the Third Amendment and to fulfill the resolutions set forth above.

IN WITNESS WHEREOF, the undersigned City Council of the City of Fremont, Nebraska, hereby passes and adopts this Resolution as of this 26th day of May, 2020.

CITY OF FREMONT, NEBRASKA.

ATTEST:

_____
City Clerk

By: _____
Mayor

Exhibit "A"

[Third Amendment]

4846-7286-4188, v. 1

STAFF REPORT

TO: Mayor and City Council

FROM: Troy Schaben, Assistant City Administrator - Utility

DATE: May 26, 2020

SUBJECT: Revise Municipal Code Section 3-103

Recommendation: Hold 1st Reading of Revisions to Municipal Code Section 3-103

Background: Section 3-103 states:

"Every person desiring a supply of water from the City shall make application to the Department of Utilities for the same. Each applicant shall have the water service installed by a licensed plumber, the cost of which shall be borne by the applicant.
Not more than one (1) residence shall be supplied through one (1) meter, and each water service shall be provided with an outside accessible standard curb cock with box of a design approved by the Department of Utilities."

Allowing a single service to be split to serve multiple single family units may create issues where one residence may incur additional costs, residences may experience loss of pressure from sprinkler systems or pools, or issues arise from services needing to be fixed that are located on adjacent private property.

Staff recommends revising Section 3-103 to:

"Every person desiring a supply of water from the City shall make application to the Department of Utilities for the same. Each applicant shall have the water service installed by a licensed plumber, the cost of which shall be borne by the applicant.
Not more than one (1) residence shall be supplied through one (1) meter, and each water service shall be provided with an outside accessible standard curb cock with box of a design approved by the Department of Utilities. Each attached single family dwelling unit must be provided with an individual connection to the main. Splitting a single service connection to serve multiple individual single family units is not allowed"

The UIB voted 5-0 to approve changes at the May 12, 2020 meeting.

Fiscal Impact: None to the City. There will be additional costs to the homebuilder for multiple taps and lengths of service instead of one.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 3, ARTICLE 1, SECTION 3-103 OF THE FREMONT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PARTY OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION 1: Chapter 3, Article 1, Sec. 3-103. – Municipal Water System; application for service; meter and service requirements generally; prorating monthly water bill.

Every person desiring a supply of water from the City shall make application to the Department of Utilities for the same. Each applicant shall have the water service installed by a licensed plumber, the cost of which shall be borne by the applicant.

Not more than one (1) residence shall be supplied through one (1) meter, and each water service shall be provided with an outside accessible standard curb cock with box of a design approved by the Department of Utilities. All fractions of a month shall be charged and considered as provided in section 3-118. No water will be furnished except through a meter furnished by the Department of Utilities. Each attached single family dwelling unit must be provided with an individual connection to the main. Splitting a single service connection to serve multiple individual single family units is not allowed

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on _____ ___, 2020 and distributed as a City Ordinance.

PASSED AND APPROVED THIS ____ DAY OF_____, 2020:

_____
Scott Getzschman, Mayor

Attest:

_____
Tyler Ficken, City Clerk

STAFF REPORT

TO: Mayor and City Council

FROM: Troy Schaben, Assistant City Administrator - Utility

DATE: May 26, 2020

SUBJECT: Revise Municipal Code Section 3-231

Recommendation: Hold first reading for Revisions to Municipal Code Section 3-231

Background: Section 3-231 states:
"A separate and independent building sewer shall be provided for every building except:

(1) Where one (1) building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer, but the City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned; or,

(2) Where attached single family dwelling units are approved by the City Council per the requirements of City of Fremont Municipal Code, Chapter 11, one (1) building sewer may serve two (2) attached dwelling units provided the sewer is split to provide separate sewer services to each dwelling unit before the sewer enters the building."

Allowing a single service to be split to serve multiple residences creates a potential situation where one resident experiences service problems and incurs repair or jetting costs, while the other has no such problems.

Staff recommends revising section 3-231 to:

"A separate and independent building sewer shall be provided for every building except:

(1) Where one (1) building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer, but the City does not and will not assume any obligation or

responsibility for damage caused by or resulting from any such single connection aforementioned.

(2) Where attached single family dwelling units are approved by the City Council per the requirements of City of Fremont Municipal Code, Chapter 11, one (1) building sewer must be provided for each attached dwelling units. Splitting services to multiple units is not allowed."

The UIB approved the revision 5-0 at the May 12, 2020 meeting.

Fiscal Impact: None to the City. There will be additional wye/tee costs to the developer and additional cost to the homebuilder for multiple lengths of service instead of one.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 3, ARTICLE 2, SECTION 3-231 OF THE FREMONT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PARTY OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION 1: Chapter 3, Article 2, Sec. 3-231. – Building sewer installation; single premise.

A separate and independent building sewer shall be provided for every building except:

1. Where one (1) building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer, but the City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned; or,
2. Where attached single family dwelling units are approved by the City Council per the requirements of City of Fremont Municipal Code, Chapter 11, ~~one (1) building sewer may serve two (2) attached dwelling units provided the sewer is split to provide separate sewer services to each dwelling unit before the sewer enters the building~~one (1) building sewer must be provided for each attached dwelling unit. Splitting services to multiple units is not allowed.

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION III. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on _____ ___, 2020 and distributed as a City Ordinance.

PASSED AND APPROVED THIS ____ DAY OF_____, 2020:

_____
Scott Getzschman, Mayor

Attest:

_____
Tyler Ficken, City Clerk