COMMUNITY DEVELOPMENT AGENCY MEETING
May 14, 2019, 7:00 P.M.
City Council Chambers 400 East Military, Fremont NE

1. Meeting called to order
2. Roll call
3. Public hearing and Resolution 2019-001 approving redevelopment plan amendment for the Morningside Road Redevelopment Area to identify a specific project, the Morningside Road Redevelopment Area, generally located at the northeast corner of Morningside Rd, Johnson Rd (staff report)
4. Public hearing and Resolution 2019-002 approving redevelopment plan amendment for Morningside Area Redevelopment Plan to specifically identify the WCBS project generally located 440 feet northeast of the intersection of Morningside Rd. and Luther Rd. (staff report)
5. Adjournment

CITY COUNCIL MEETING
May 14, 2019
City Council Chambers 400 East Military, Fremont NE
REGULAR MEETING – 7:00 P.M.
STUDY SESSION – 6:45 P.M.
AGENDA

REGULAR MEETING:
1. Meeting called to order
2. Roll call
3. Mayor comments
   (There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

PUBLIC HEARINGS:
4. Resolution 2019-060 authorizing the issuance of a conditional use permit for property located at Lake Leba Tax Lots 56, 57 and part of Tax Lot 52 in Section 21, T17N, R8E for the purposes of a private campground (staff report)
5. Resolution 2019-071 approving redevelopment plan amendment for the Morningside Road Redevelopment Area to identify a specific project, the Morningside Road Redevelopment Area, generally located at the northeast corner of Morningside Rd, Johnson Rd (staff report)
6. Resolution 2019-072 approving redevelopment plan amendment for Morningside Area Redevelopment Plan to specifically identify the WCBS project generally located 440 feet northeast of the intersection of Morningside Rd. and Luther Rd. (staff report)
CONSENT AGENDA: All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.

7. Motion to approve May 1, 2019 through May 14, 2019 claims and authorize checks to be drawn on the proper accounts (staff report)

8. Receive report of the Treasury (staff report)

9. Dispense with and approve April 30, 2019 City Council Meeting Minutes

10. Resolution 2019-073 to approve application for new liquor license manager of Jason Koubek, Murphy Oil USA Inc., dba Murphy Express #7487, 3008 E. 23rd Ave. N., Fremont, Nebraska (staff report)

11. Resolution 2019-074 authorizing street closure and use of parking lot for .5K fundraiser walk on June 29, 2019 to benefit the Fremont Area Community Foundation (staff report)

12. Motion to authorize Mayor to sign two (2) deed of reconveyance completing CDBG Loan payments: Lingle 1024 E. 8th Street and Kuntz at 1350 N. Grant (staff report)

13. Motion to approve request for fee waiver for Flood Fundraiser at Christensen Field (staff report)

14. Motion to approve request for use of Clemmons Park for Boot Camp (staff report)

15. Motion to approve request for use of parks for yoga classes (staff report)

16. Motion to approve request for use of Ronin Pool for FAST swim meet (staff report)

17. Motion to approve request for use of Ronin Pool for FHS summer workouts (staff report)

18. Resolution 2019-079 to provide barricades to the Fremont Strong Committee for a Flood Victims Benefit to be held at the Tin Lizzy Tavern on June 1st and 2nd (staff report)

19. Resolution 2019-080 to allow the Fremont Police Department to accept the award for the NDOR Occupant Protection Enforcement Mini Grant (Click It or Ticket) (staff report)

UNFINISHED BUSINESS: requires individual associated action

20. Ordinance 5495 Temporary Drone Zones (second reading)(staff report)


NEW BUSINESS: requires individual associated action

22. Resolution 2019-077 approving a Local Option Economic Development Fund grant to the Greater Fremont Development Council to establish a fund to increase the City of Fremont and surrounding area housing stock for low to moderate income individuals and families (staff report)

23. Motion to receive and Record Quitclaim deed from Farmland Fremont and Railroad Drainage District for flood levee (staff report)

24. Resolution 2019-078 authorize and approve the Agreement with Civil Solutions, LLC. for professional consulting services in construction engineering and administration for the Johnson Road South Pavement Improvements Project (staff report)
25. **Resolution 2019-076** to adopt the City of Fremont Disadvantaged Business Enterprise (DBE) Program for the Fremont Municipal Airport (staff report)

26. Council Member Yerger item - **Resolution 2019-081** to clarify and/or amend certain language or terms contained in the City Attorney Legal Services Agreement with Adams & Sullivan (report)

27. Adjournment

Agenda posted at the Municipal Building on May 10, 2019 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on May 10, 2019. This meeting is preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk’s Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on this agenda.

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

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

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

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

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

TO: City of Fremont Community Development Agency
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: May 14, 2019
SUBJECT: Request for Amendment to Morningside Road Redevelopment Plan

Recommendation: Finding that the proposed amendment is consistent with the Comprehensive Plan, finding that the plan is in conformity with the Community Development Law, finding that the project would not be economically feasible without tax-increment financing, finding that the costs and benefits of the project are in the long term best interest of the City of Fremont.

Background:

This is a request for an amendment to the Redevelopment Plan for the Morningside Road Redevelopment Area.

The Morningside Road Redevelopment area was declared blighted and substandard by the Fremont City Council in July 2014. The Morningside Business Park Redevelopment Plan was approved July 2014, as well.

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

The area for which projects are proposed consists of Lots 2 and 4-11 Morningside Crossing. These are the commercial lots. The lot on which apartments are proposed is not included in the proposed project area.

The property is currently undeveloped agricultural land. The Preliminary and Final Plats for Morningside Crossing were approved August, 2018.

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

The proposed Redevelopment Plan includes “Exhibit C” which addresses the statutory elements required in such a plan. (Attached with the proposed plan amendment.)

The plan states: “due to additional upfront costs required to eliminate the blight and substandard conditions from the Project Site, the Project is not feasible without the use of tax increment financing, which will be used to pay for eligible expenditures under the Act”.

The redevelopment area lacks infrastructure, which contributes to the inability to attract development to the area. TIF can be used to address that blighting condition.

The proposed improvements for which approximately $2,083,000 of Tax Increment Financing would be utilized include site acquisition, site preparation, architectural and engineering fees, public utility extension and installation, installation of streets and sidewalks, landscaping, façade enhancements, energy efficiency enhancements, and other improvements deemed feasible and necessary in support of the public health, safety and welfare.

The cost benefit analysis is based on projects that consists of 4 commercial flex-buildings, a convenience store and fueling station, a retail strip center and single-tenant retail building and a self-storage facility.

It is anticipated that the projects will be constructed in approximately 6 phases. The first phase will include the construction of an approximately 5,000 square foot convenience store and fueling station.

The projects will increase employment in the area and will add sales tax revenue to the community.

The cost benefit analysis estimates the following tax shift based on the 2018 Dodge County tax levy and estimated completed assessed value of the buildings:

- Estimated Base Project Area Valuation: $126,000
- Estimated Completed Project Assessed Valuation: $12,000,000
- Estimated Tax Increment Base: $11,874,000
- Estimated Annual Projected Tax Shift: $242,400

The developer proposes that approximately $2,083,000 be financed with Tax Increment Financing (TIF) to provide for the construction and installation of infrastructure, acquisition and related improvements.

The property was platted in anticipation of the receipt of TIF for eligible expenses. However, the project, as designed would not be feasible without the availability of tax increment financing for eligible public expenses.

Findings:

- The area was declared blighted and substandard in July 2014.
- The proposed commercial uses are consistent with the Comprehensive Plan.
- The estimated annual projected tax shift is $242,000
- An estimated $2,083,000 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.

**Generalized Area of Proposed Redevelopment Project**
VIA EMAIL: jennifer.dam@fremontne.gov

Jennifer Dam
City of Fremont
Planning Director
400 E Military
Fremont, NE 68025

Re: Application for Amendment to the Redevelopment Plan for the Morningside Road Redevelopment Area
Our File No.: 24348.001

Dear Jennifer:

On behalf of our client, Morningside Commercial, LLC, please accept this letter as a formal application for amendment to the Redevelopment Plan for the Morningside Road Redevelopment Area to identify a specific project, the Morningside Crossing Redevelopment Project, to be undertaken by Morningside Commercial, LLC within the Redevelopment Area.

In connection with this application, I enclose an Amendment to the Redevelopment Plan for the Morningside Crossing Redevelopment Project. As described in greater detail in the Amendment, the Project will include the construction of a new commercial center, parking lots, and ancillary improvements on certain property located within the Morningside Road Redevelopment Area. The tax increment generated by such improvements shall be captured and used for eligible public improvements under the Nebraska Community Development Law, such as site acquisition, site preparation, installation of streets and utilities, and other improvements identified in the Amendment.

It is my understanding that the $100 application fee will be hand delivered to the Planning Department by our client today. Please let me know if you have any questions or concerns regarding this application. Thank you for your consideration.
February 27, 2019
Page 2

Sincerely,

Heather A. Carver
For the Firm

Enclosure

Cc:  Brian Newton (via email)
     Spencer Lombardo (via email)
     Ben Muilenburg (via email)
     Tom Huston (via email)
AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE MORNINGSIDE ROAD REDEVELOPMENT AREA
IN THE CITY OF FREMONT, NEBRASKA

(MORNINGSIDE CROSSING 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 Morningside Road Redevelopment Area in the City of Fremont, as amended (the “Redevelopment Plan”). The Redevelopment Plan was prepared by the City in May of 2014 and was approved by the City Council of the City on July 29, 2014, pursuant to Resolution No. 2014-138. 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) the phasing of the overall project; and (b) 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 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 insanitary 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 Project Site is currently vacant and underdeveloped. The Project Site requires significant upfront costs, including site preparation and installation of public utilities, in order to be developed. Due to the additional upfront costs required to eliminate the blighted and substandard conditions from the Project Site, the Project is not feasible 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**

Morningside Commercial, LLC (the “Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the construction of a new commercial center, parking lots, and ancillary improvements on the Project Site in a series of up to 6 phases. Implementation of the Project in phases is described in greater detail below. **Phase 1** of the Project will include construction of an approximately 5,000 square foot convenient store and fueling station on Lot 11, and **Phase 2** will consist of construction of a roughly 5,000 square foot commercial flex building on Lot 4, and an approximately 11,000 square foot retail strip center on Lots 8 and 9. It is anticipated that Phase 3 will include construction of an approximately 15,000 square foot self-storage facility on Lot 10, and that Phase 4 will consist of construction of an approximately 6,000 square foot single-tenant retail building on Lot 2 and an approximately 5,200 square foot commercial flex building on Lot 7. Phases 5 and 6 are anticipated to include construction of roughly 5,000 square foot commercial flex buildings on each of Lots 5 and 6. The proposed site plan for the Project is attached hereto as Exhibit “B” (the “Site Plan”). The Site Plan is conceptual in nature and is subject to revision based on changes in community needs, but it presents the vision and intended character for the Project. The Project retains the flexibility to change the size and sequence of the individual phases of the development based on market forces and demand.

The Redeveloper will pay the costs of the private improvements, including all costs of construction of the commercial buildings. As part of the Project, the CDA shall capture available tax increment revenues generated by the redevelopment of the individual phases 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, architectural and engineering fees, extension of public utilities, installation of streets and sidewalks, landscaping, 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.

**Implementation of the Project**

The Redeveloper intends to complete the Project in 6 phases over a period of years. The private improvements and the public improvements to be constructed by the Redeveloper as a part of each phase will be more particularly described in
the Redevelopment Agreement between the CDA and the Redeveloper. The implementation of each phase will mirror the Redeveloper’s anticipated construction schedule. Each phase would support separate tax increment financing indebtedness for each phase. Further, the “effective date” for the division of the ad valorem taxes generated by each phase of the Project will be determined for each phase in order to preserve the tax increment financing resources available for the public improvements to be constructed as part of the Project.

The implementation of the Project in multiple phases is crucial to the successful development of the Project, as it will allow the Redeveloper to construct the private improvements at a rate that the market can support, and to adapt subsequent phases of the Project to accommodate the changing needs of the community. For this reason, the Project, including (i) the quantity and type of commercial buildings, (ii) the size of each of the commercial buildings, and (iii) the schedule for implementation of each phase of the Project, is subject to adjustment. The CDA acknowledges that any adjustments to the private improvements, the public improvements, or the timing of construction of each phase of the Project shall be a minor modification to the Redevelopment Plan and this Redevelopment Plan Amendment.

Further, completion of the Project in multiple phases will allow the Redeveloper to optimize the tax increment financing resources available for public improvements in the Redevelopment Area. Due to the scope of the Project and the public improvements to be constructed, the CDA acknowledges that the Redeveloper would not undertake Phase 1 of the Project or any subsequent phase, without the benefit of tax increment financing with respect to each phase of the Project.

**Statutory Elements**

As described above, the Project envisions the capture of the incremental taxes created by each phase of the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. Attached as Exhibit “C” 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 each phase of the Project is attached hereto as Exhibit “D” 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. If the plan for redevelopment is adjusted or the phasing schedule is modified, the Redeveloper shall include any adjustments to the Cost-Benefit Analysis within any minor modification of the Redevelopment Plan.
EXHIBIT “A”
Legal Description of the Project Site

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

Lots Two (2), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Morningside Crossing, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska.
EXHIBIT “B”
Site Plan

[Attach]
EXHIBIT “C”
Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. The Redeveloper has a contractual right to purchase the property from the current owner, and the land will be purchased by Redeveloper.

B. Population Density

The proposed development at the Project Site includes the construction of commercial buildings, which will not affect population density in the project area.

C. Land Coverage

The Project is anticipated to consist of construction of 4 commercial flex buildings, a convenient store and fueling station, a retail strip center and a single-tenant retail building, and a self-storage facility on 9 lots. 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

As part of the Project, the Redeveloper will extend Bud Boulevard to provide access to the Project Site, and will make improvements to Morningside Road, including construction of acceleration and deceleration lanes leading to and from Bud Boulevard. These improvements, and the implementation of the Project in phases, are anticipated to eliminate any potential adverse impacts with respect to traffic flow, street layouts, and street grades that might result from the Project.

E. Parking

The Project will include construction of parking lots to serve the commercial buildings constructed that will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the General Commercial zoning district. Redeveloper will be responsible for obtaining any zoning, building code, or ordinance changes that are necessary for the Project.
EXHIBIT “D”
Cost-Benefit Analysis

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

The Morningside Crossing Redevelopment Project (the “Project”) will consist of construction of a commercial center on the Project Site in up to 6 phases. The private improvements and the public improvements to be constructed as part of the Project are subject to adjustment based on the needs of the community and other factors. However, for purposes of this cost-benefit analysis, it is assumed that the Project will consist of 4 commercial flex buildings, a convenient store and fueling station, a retail strip center and single-tenant retail building, and a self-storage facility, as more particularly described on Exhibit “D-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: $126,000
   b. Estimated Completed Project Assessed Valuation: $12,000,000
   c. Estimated Tax Increment Base (b. minus a.): $11,874,000
   d. Estimated Annual Projected Tax Shift: $242,400

Notes:

1. 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 2.041365, which is the 2018 Dodge County tax levy, and is subject to change.

2. The Estimated Completed Project Assessed Valuation is the estimated completed assessed value of all of the private improvements that the redeveloper anticipates will be constructed as part of the Project. The Project will be completed in multiple phases, and each phase may have a different effective date for the division of the ad valorem tax. As a result, the Estimated Annual Projected Tax Shift will vary during the Project.

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

Exhibit “D”
ancillary improvements. It is proposed that approximately $2,083,000 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, including each phase. It is anticipated that eligible uses of the TIF indebtedness may include the following: site acquisition, site preparation, architectural and engineering fees, public utility extension and installation, installation of streets and sidewalks, landscaping, 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 existing public infrastructure. The Project improvements will materially benefit other property in and around the City.

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 was not, until recently, within the corporate limits of the City, the City has not historically relied on tax revenue from the Project Site, and the City would be unlikely to realize additional ad valorem taxes in the near future without the Project because the Project Site and surrounding areas are unlikely to be developed without the street and utility improvements being constructed as part of the Project. 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 commercial buildings constructed, which will be on the property tax rolls upon its acquisition and installation. Further, the Project will generate sales tax as a result of the commercial buildings constructed.

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 Project includes extension and installation of public utilities, as well as street improvements, which will attract additional redevelopers 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. The Project should also increase the need for services and products from existing businesses. Since the Project includes construction of commercial buildings, upon occupancy, the Project may require the purchase of janitorial services, office and hardware 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:

Upon completion of every phase of the Project, the Project is anticipated to create up to 120 full- and part-time jobs at the commercial buildings on the Project Site. When secondary employment effects in other employment sectors are added, the total employment effects are expected to be even higher.

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 ____________, 2019.

____________________, Chairman

____________________, Secretary
EXHIBIT D-1

PROJECT INFORMATION

The Project will be undertaken on the real estate legally described as:

Lots Two (2), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Morningside Crossing, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska

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

(a) Private Improvements. The private improvements anticipated to be constructed as part of the Project include 4 commercial flex buildings, a convenient store and fueling station, a retail strip center and a single-tenant retail building, a self-storage facility, and associated improvements on the Project Site. However, the private improvements, including (i) the quantity and type of commercial buildings, (ii) the size of each of the commercial buildings, and (iii) the schedule for implementation of each phase of the Project, are subject to adjustment, as more fully described in the Redevelopment Plan Amendment.

(b) Public Improvements. Land acquisition, extension of public utilities, site preparation, installation of streets and sidewalks, landscaping, façade enhancements, energy efficiency enhancements, 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.
General Redevelopment Plan

for the

Morningside Road Area

May 2014

Prepared by:

Fremont Planning Department
Purpose of the Redevelopment Plan
The purpose of this redevelopment plan is to help guide the general redevelopment of the area contained within the Morningside Blight Study. According to the Community Development Law contained within state statutes, the general redevelopment plan is geared toward establishing remedies that alleviate the conditions causing blighted and substandard conditions and thus improving the overall economic well-being of the area and community as a whole.

Legal Description of the redevelopment area
The legal description for the 23rd & Bell redevelopment area is the same as adopted in the 23rd & Bell Blight Study; which was more particularly described as:

The findings of this blight study are based on analysis conducted for a location referred to as the “Morningside”, a track of land described as follows: From the Point of Beginning at the northwest corner of Iowa Rail Road Land Company Tax Lots 122 & 123; thence east along the south edge of the Union Pacific Rail Road right of way to the north west corner of Missouri Valley Land Company Lot 11 Section 24 Township 17 Range 8; thence south to the southwest corner of Missouri Valley Land Company Lot 11, Section 24 Township 17 Range 8; thence east along a line parallel to Morningside Road to South Johnson Road; thence north on South Johnson Road to the northwest corner of Tax Lot 26 & Part of Tax Lot 22. Section 19 Township 17 Range 9; thence northeast along south edge of the Union Pacific Railroad right of way to the northeast corner of Tax Lot 26 & Part of Tax Lot 22, Section 19 Township 17, Range 9; thence south along the west right of way of Nebraska Department of Roads Highway 275 right of way to the Morningside Road right of way; thence west along Morningside Road to the intersection of Old Highway 8 and Morningside Road; thence southeast to the southeast corner of Tax Lot 21 Section 25 Township 17 Range 8; thence west along a line parallel to Morningside Road to Jones Street; thence south along Jones Street to the southeast corner of Rail Road Subdivision Part Lots 1 & 2 Tax Lot 77 Section 25 Township 17 Range 8; thence northwest along the Highway 275 right of way; concluding at the northwest corner of Iowa Rail Road Land Company Tax Lots 122 & 123.

Background
Community Development Law, found in Sections 18-2101 through 18-2144 of the Nebraska Revised Statutes, allows a community to undertake efforts to revitalize blighted and substandard areas. The City has undertaken the preparation of this redevelopment plan with the desire to improve the social and economic well-being of the community by either introducing projects that address the conditions that contribute to blight or entertaining efforts by the private sector to alleviate such conditions through specific projects.

This redevelopment plan notes general activities and/or projects within the Morningside study area. A redevelopment project can involve a broad range of activities including:
- Disposal of property, either real or personal
- Acquisition of blighted and substandard areas
- Sale or lease of land for a variety of purposes
- Acquisition of real property to be repaired or rehabilitated
• Demolition of existing buildings, structures, public facilities, and infrastructure as well as the construction of the same as deemed essential to the preparation of sites for uses in accordance with a redevelopment plan

However, it is important to note that state statues mandate a detailed proposal outlining a redevelopment project or activity must be submitted to the City and its redevelopment authority for evaluation prior to approval as a qualified project. This also includes a cost benefit analysis for any potential project involving Tax Increment Financing (TIF).

With regard to the comprehensive plan, it is hereby incorporated by reference. Additionally, if any conditions found in the redevelopment plan are found to be in conflict with the comprehensive plan, the provisions of the comprehensive plan shall supersede this document. Furthermore, this redevelopment plan shall not constitute an amendment of the comprehensive plan.

Outline of the Redevelopment Plan
The area included in redevelopment plan is highlighted in Figure 1, which is on the following page.
Morningside Blight & Substandard Area
The area includes approximately 183 acres of land, and is a mix of residential, commercial, and light industrial uses. The blight study for this area noted that over 73% of the buildings within the redevelopment area were considered substandard due to age; with many of these structures being residential in nature. In addition, the blight study noted that almost 70% of the structures in the redevelopment area were considered blighted due to structural condition. Furthermore, the blight study notes a number of unsafe conditions relating to street layout and deteriorating infrastructure (or lack thereof).

**Potential redevelopment projects**
As specific redevelopment projects are considered for the area, multiple factors contributing the blighted and substandard conditions should be addressed. Possible activities that would improve these conditions include:

- Removal of deteriorating and/or dilapidated structures
- Renovation or rehabilitation of structures
- Improving unsafe or unsanitary conditions relating to drainage and related infrastructure
- Assembling and platting of land for redevelopment
- Developing or improving other infrastructure in the area, including sidewalks, trails, streets, and utilities
- Increased enforcement of municipal codes relating to nuisances
- Undertaking façade, structural, streetscaping, or landscape improvements in the area
- Other projects that enhance the economic vitality of the area

**Relationship to the Comprehensive Plan**
Redevelopment activities should be conformance with the future land use map (attached herein) as well as the comprehensive plan as a whole. Concerning the comprehensive plan, this redevelopment plan supports the recommendations regarding the improvement of existing housing stock, redevelopment of deteriorating economic areas, and improvement of facilities that enhance the overall quality of life. Because this redevelopment plan is general in nature, specific redevelopment project must be weighed against and found to be in harmony with the comprehensive plan before being undertaken.
AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE MORNINGSIDE ROAD REDEVELOPMENT AREA
IN THE CITY OF FREMONT, NEBRASKA
(MORNINGSIDE CROSSING 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 Morningside Road Redevelopment Area in the City of Fremont, as amended (the “Redevelopment Plan”). The Redevelopment Plan was prepared by the City in May of 2014 and was approved by the City Council of the City on July 29, 2014, pursuant to Resolution No. 2014-138. 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) the phasing of the overall project; and (b) 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 Site

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 Project Site is currently vacant and underdeveloped. The Project Site requires significant upfront costs, including site preparation and installation of public utilities, in order to be developed. Due to the additional upfront costs required to eliminate the blighted and substandard conditions from the Project Site, the Project is not feasible 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.

Legislative Bill 874, which was adopted by the Nebraska Legislature in 2018, permits redevelopers to engage in certain redevelopment activities prior to approval of a redevelopment project, including, for example, preparing materials and applications related to a redevelopment project, acquiring land and performing due diligence, and preparing a site for redevelopment. Although the Redeveloper has platted the Project Site and has undertaken other redevelopment activities permitted by Legislative Bill 874 in preparation for redevelopment of the Project Site, the Redeveloper has done so in anticipation of approval of tax increment financing for the proposed Project, and the Project, as designed, would not be feasible and would not occur in the Redevelopment Area but for the availability of tax increment financing for eligible public expenses.

**Description of the Project**

Morningside Commercial, LLC (the “Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the construction of a new commercial center, parking lots, and ancillary improvements on the Project Site in a series of up to 6 phases. Implementation of the Project in phases is described in greater detail below. Phase 1 of the Project will include construction of an approximately 5,000 square foot convenient store and fueling station on Lot 11, and Phase 2 will consist of construction of a roughly 5,000 square foot commercial flex building on Lot 4, and an approximately 11,000 square foot retail strip center on Lots 8 and 9. It is anticipated that Phase 3 will include construction of an approximately 15,000 square foot self-storage facility on Lot 10, and that Phase 4 will consist of construction of an approximately 6,000 square foot single-tenant retail building on Lot 2 and an approximately 5,200 square foot commercial flex building on Lot 7. Phases 5 and 6 are anticipated to include construction of roughly 5,000 square foot commercial flex buildings on each of Lots 5 and 6. The proposed site plan for the Project is attached hereto as Exhibit “B” (the “Site Plan”). The Site Plan is conceptual in nature and is subject to revision based on changes in community needs, but it presents the vision and intended character for the Project. The Project retains the flexibility to change the size and sequence of the individual phases of the development based on market forces and demand.

The Redeveloper will pay the costs of the private improvements, including all costs of construction of the commercial buildings. As part of the Project, the CDA shall capture available tax increment revenues generated by the redevelopment of the individual phases 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, architectural and engineering fees, extension of public utilities, installation of streets and sidewalks, landscaping, 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.

**Implementation of the Project**

The Redeveloper intends to complete the Project in 6 phases over a period of years. The private improvements and the public improvements to be constructed by the Redeveloper as a part of each phase will be more particularly described in the Redevelopment Agreement between the CDA and the Redeveloper. The implementation of each phase will mirror the Redeveloper’s anticipated construction schedule. Each phase would support separate tax increment financing indebtedness for each phase. Further, the “effective date” for the division of the ad valorem taxes generated by each phase of the Project will be determined for each phase in order to preserve the tax increment financing resources available for the public improvements to be constructed as part of the Project.

The implementation of the Project in multiple phases is crucial to the successful development of the Project, as it will allow the Redeveloper to construct the private improvements at a rate that the market can support, and to adapt subsequent phases of the Project to accommodate the changing needs of the community. For this reason, the Project, including (i) the quantity and type of commercial buildings, (ii) the size of each of the commercial buildings, and (iii) the schedule for implementation of each phase of the Project, is subject to adjustment. The CDA acknowledges that any adjustments to the private improvements, the public improvements, or the timing of construction of each phase of the Project shall be a minor modification to the Redevelopment Plan and this Redevelopment Plan Amendment.

Further, completion of the Project in multiple phases will allow the Redeveloper to optimize the tax increment financing resources available for public improvements in the Redevelopment Area. Due to the scope of the Project and the public improvements to be constructed, the CDA acknowledges that the Redeveloper would not undertake Phase 1 of the Project or any subsequent phase, without the benefit of tax increment financing with respect to each phase of the Project.

**Statutory Elements**

As described above, the Project envisions the capture of the incremental taxes created by each phase of the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. Attached as Exhibit “C” 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 each phase of the Project is attached hereto as **Exhibit “D”** 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. If the plan for redevelopment is adjusted or the phasing schedule is modified, the Redeveloper shall include any adjustments to the Cost-Benefit Analysis within any minor modification of the Redevelopment Plan.
EXHIBIT “A”
Legal Description of the Project Site

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

Lots Two (2), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Morningside Crossing, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska.
EXHIBIT “B”
Site Plan

[Attach]
EXHIBIT “C”
Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. The Redeveloper has a contractual right to purchase the property from the current owner, and the land will be purchased by Redeveloper.

B. Population Density

The proposed development at the Project Site includes the construction of commercial buildings, which will not affect population density in the project area.

C. Land Coverage

The Project is anticipated to consist of construction of 4 commercial flex buildings, a convenient store and fueling station, a retail strip center and a single-tenant retail building, and a self-storage facility on 9 lots. 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

As part of the Project, the Redeveloper will extend Bud Boulevard to provide access to the Project Site, and will make improvements to Morningside Road, including construction of acceleration and deceleration lanes leading to and from Bud Boulevard. These improvements, and the implementation of the Project in phases, are anticipated to eliminate any potential adverse impacts with respect to traffic flow, street layouts, and street grades that might result from the Project.

E. Parking

The Project will include construction of parking lots to serve the commercial buildings constructed that will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the General Commercial zoning district. Redeveloper will be responsible for obtaining any zoning, building code, or ordinance changes that are necessary for the Project.
EXHIBIT “D”
Cost-Benefit Analysis

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

The Morningside Crossing Redevelopment Project (the “Project”) will consist of construction of a commercial center on the Project Site in up to 6 phases. The private improvements and the public improvements to be constructed as part of the Project are subject to adjustment based on the needs of the community and other factors. However, for purposes of this cost-benefit analysis, it is assumed that the Project will consist of 4 commercial flex buildings, a convenient store and fueling station, a retail strip center and single-tenant retail building, and a self-storage facility, as more particularly described on Exhibit “D-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: $126,000
   b. Estimated Completed Project Assessed Valuation: $12,000,000
   c. Estimated Tax Increment Base (b. minus a.): $11,874,000
   d. Estimated Annual Projected Tax Shift: $242,400

Notes:

1. 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 2.041365, which is the 2018 Dodge County tax levy, and is subject to change.

2. The Estimated Completed Project Assessed Valuation is the estimated completed assessed value of all of the private improvements that the redeveloper anticipates will be constructed as part of the Project. The Project will be completed in multiple phases, and each phase may have a different effective date for the division of the ad valorem tax. As a result, the Estimated Annual Projected Tax Shift will vary during the Project.

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 $2,083,000 of these
Exhibit “D”

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, including each phase. It is anticipated that eligible uses of the TIF indebtedness may include the following: site acquisition, site preparation, architectural and engineering fees, public utility extension and installation, installation of streets and sidewalks, landscaping, 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 existing public infrastructure. The Project improvements will materially benefit other property in and around the City.

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 was not, until recently, within the corporate limits of the City, the City has not historically relied on tax revenue from the Project Site, and the City would be unlikely to realize additional ad valorem taxes in the near future without the Project because the Project Site and surrounding areas are unlikely to be developed without the street and utility improvements being constructed as part of the Project. 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 commercial buildings constructed, which will be on the property tax rolls upon its acquisition and installation. Further, the Project will generate sales tax as a result of the commercial buildings constructed.

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 Project includes extension and installation of public utilities, as well as street improvements, which will attract additional redevelopers 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:**

Exhibit “D”
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. The Project should also increase the need for services and products from existing businesses. Since the Project includes construction of commercial buildings, upon occupancy, the Project may require the purchase of janitorial services, office and hardware 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:**

Upon completion of every phase of the Project, the Project is anticipated to create up to 120 full- and part-time jobs at the commercial buildings on the Project Site. When secondary employment effects in other employment sectors are added, the total employment effects are expected to be even higher.

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 __________, 2019.

____________________________________
______________________, Chairman

_____________________________________
___________________, Secretary
EXHIBIT D-1

PROJECT INFORMATION

The Project will be undertaken on the real estate legally described as:

Lots Two (2), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Morningside Crossing, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska

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

(a) **Private Improvements.** The private improvements anticipated to be constructed as part of the Project include 4 commercial flex buildings, a convenient store and fueling station, a retail strip center and a single-tenant retail building, a self-storage facility, and associated improvements on the Project Site. However, the private improvements, including (i) the quantity and type of commercial buildings, (ii) the size of each of the commercial buildings, and (iii) the schedule for implementation of each phase of the Project, are subject to adjustment, as more fully described in the Redevelopment Plan Amendment.

(b) **Public Improvements.** Land acquisition, extension of public utilities, site preparation, installation of streets and sidewalks, landscaping, façade enhancements, energy efficiency enhancements, 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.
COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF FREMONT, NEBRASKA

RESOLUTION NO. 2019-001
(Redevelopment Plan Amendment for the Morningside Crossing Project
and Cost-Benefit Analysis)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT,
NEBRASKA APPROVING THE REDEVELOPMENT PLAN AND A COST-BENEFIT ANALYSIS FOR THE
MORNINGSIDE CROSSING REDEVELOPMENT PROJECT.

WHEREAS, the Redevelopment Plan for the Morningside Crossing Redevelopment Project
(“Redevelopment Plan”) has been prepared pursuant to the Nebraska Community Development
Law, codified at Neb. Rev. Stat. §§ 18-2101, et. seq. (the “Act”), in order to more particularly
describe the Project and to incorporate the Cost-Benefit Analysis for the Project into the Plan
Amendment, as required by Section 18-2113(2) of the Act;

WHEREAS, the Redevelopment Plan and related Cost-Benefit Analysis are attached as Exhibit “A”
and incorporated by this reference;

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 Redevelopment Plan;

WHEREAS, on May 14, 2019, 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 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 Redevelopment Plan for the Project and incorporates the Cost-Benefit Analysis for
into the Plan in compliance with the Act;

WHEREAS, the 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 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 and would not occur in the Redevelopment Area without the use of tax increment financing;

WHEREAS, the costs and benefits of the Project are in the long-term best interest of the community. The benefits of the Project outweigh the short-term costs; and

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

DATED THIS 14th day of May, 2019.

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

By: ________________________________
   Chair

ATTEST: __________________________
   Secretary
EXHIBIT “A”
Redevelopment Plan and Cost-Benefit Analysis

(See Attached)
Staff Report

TO: City of Fremont Community Development Agency
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: May 14, 2019
SUBJECT: Request for Amendment to Morningside Road Redevelopment Plan for the WCBS Redevelopment Project

Recommendation: Finding that the proposed amendment is consistent with the Comprehensive Plan, finding that the plan is in conformity with the Community Development Law, finding that the project would not be economically feasible without tax-increment financing, finding that the costs and benefits of the project are in the long term best interest of the City of Fremont.

Background:

This is a request for an amendment to the Redevelopment Plan for the WCBS Redevelopment Project.

The parcel is part of the Morningside Road Redevelopment area which was declared blighted and substandard by the Fremont City Council in July 2014. The Morningside Business Park Redevelopment Plan was approved July 2014, as well.

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

The proposed project is to construct an approximately 70,000 square foot warehouse and office facility, parking lot and ancillary improvements. The tax increment would be used for uses eligible under the Nebraska Community Development Law including site acquisition, site preparation, grading, installation of streets, utilities and other improvements.

The property is currently undeveloped agricultural land in the South Fremont Business Park.

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

The proposed Redevelopment Plan includes “Exhibit B” which addresses the statutory elements required in such a plan. (Attached with the proposed plan amendment.)

The Cost-Benefit Analysis “Exhibit C” paragraph 2 states “Since the Project Site is unlikely to attract development on account of its proximity to the Lon D. Wright Power Plant, the City would be unlikely to realize the additional ad valorem taxes in the near future without the Project”
The proposed improvements for which approximately $360,000 of Tax Increment Financing would be utilized include site acquisition, site preparation, architectural and engineering fees, public utility extension and installation, installation of streets and sidewalks, landscaping, façade enhancements, energy efficiency enhancements, and other improvements deemed feasible and necessary in support of the public health, safety and welfare.

The cost benefit analysis is based on projects that consist of a 70,000 square foot warehouse, an office and related improvements.

The projects will increase employment in the area and will add sales tax revenue to the community.

The cost benefit analysis estimates the following tax shift based on the 2018 Dodge County tax levy and estimated completed assessed value of the buildings:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Base Project Area Valuation:</td>
<td>$184,000</td>
</tr>
<tr>
<td>Estimated Completed Project Assessed Valuation:</td>
<td>$1,995,000</td>
</tr>
<tr>
<td>Estimated Tax Increment Base</td>
<td>$1,811,000</td>
</tr>
<tr>
<td>Estimated Annual Projected Tax Shift:</td>
<td>$37,000</td>
</tr>
</tbody>
</table>

The developer proposes that approximately $360,000 be financed with Tax Increment Financing (TIF) to provide for the construction and installation of infrastructure, acquisition and related improvements.

The property was platted in anticipation of the receipt of TIF for eligible expenses. However, the project, as designed would not be feasible without the availability of tax increment financing for eligible public expenses.

Findings:

The area was declared blighted and substandard in July 2014.

The proposed commercial uses are consistent with the Comprehensive Plan.

The estimated annual projected tax shift is $37,000

An estimated $360,000 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.
WCBS Redevelopment Project Vicinity Map:

General Area of Application
VIA EMAIL: jennifer.dam@fremontne.gov
Jennifer Dam
City of Fremont
Planning Director
400 E Military
Fremont, NE 68025

Re: Application for Amendment to the Redevelopment Plan for the
WCBS Redevelopment Project
Our File No.: 24541.001

Dear Jennifer:

On behalf of our client, WCBS, LLC, please accept this letter as a formal application for amendment to the Redevelopment Plan for the Morningside Road Redevelopment Area to identify a specific project, the WCBS Redevelopment Project, to be undertaken by WCBS, LLC within the Redevelopment Area. It is my understanding that the $100 application fee will be hand delivered to the Planning Department by our client.

In connection with this application, I enclose an Amendment to the Redevelopment Plan for the WCBS Redevelopment Project. As described in greater detail in the Amendment, the Project will include the construction of an approximately 70,000 square foot warehouse and office facility, a parking lot, and ancillary improvements on certain property located within the Morningside Road Redevelopment Area. The tax increment generated by such improvements will be captured and used for eligible public improvements under the Nebraska Community Development Law, such as site acquisition, site preparation and grading, installation of streets and utilities, and other improvements identified in the Amendment.

Please schedule the Redevelopment Plan Amendment for consideration by the Planning Commission at their first regularly scheduled meeting following publication.
March 12, 2019
Page 2

and delivery of the notices required by the Nebraska Community Development Law. If you have any questions or concerns regarding this application, please do not hesitate to contact me. Thank you for your consideration.

Sincerely,

[Signature]
Heather A. Carver
For the Firm

Enclosure

Cc: Brian Newton (via email)
    Tyler Ficken (via email)
    Sarah Maresh (via email)
    Tom Huston (via email)
    Chris Hoegemeyer (via email)
    Jeff Johannesmeyer (via email)
General Redevelopment Plan

for the

Morningside Road Area

May 2014

Prepared by:
Fremont Planning Department
Purpose of the Redevelopment Plan
The purpose of this redevelopment plan is to help guide the general redevelopment of the area contained within the Morningside Blight Study. According to the Community Development Law contained within state statutes, the general redevelopment plan is geared toward establishing remedies that alleviate the conditions causing blighted and substandard conditions and thus improving the overall economic well-being of the area and community as a whole.

Legal Description of the redevelopment area
The legal description for the 23rd & Bell redevelopment area is the same as adopted in the 23rd & Bell Blight Study; which was more particularly described as:

The findings of this blight study are based on analysis conducted for a location referred to as the “Morningside”, a track of land described as follows: From the Point of Beginning at the northwest corner of Iowa Rail Road Land Company Tax Lots 122 & 123; thence east along the south edge of the Union Pacific Rail Road right of way to the north west corner of Missouri Valley Land Company Lot 11 Section 24 Township 17 Range 8; thence south to the southwest corner of Missouri Valley Land Company Lot 11, Section 24 Township 17 Range 8; thence east along a line parallel to Morningside Road to South Johnson Road; thence north on South Johnson Road to the northwest corner of Tax Lot 26 & Part of Tax Lot 22, Section 19 Township 17 Range 9; thence northeast along south edge of the Union Pacific Railroad right of way to the northeast corner of Tax Lot 26 & Part of Tax Lot 22, Section 19 Township 17, Range 9; thence south along the west right of way of Nebraska Department of Roads Highway 275 right of way to the Morningside Road right of way, thence west along Morningside Road to the intersection of Old Highway 8 and Morningside Road; thence southeast to the southeast corner of Tax Lot 21 Section 25 Township 17 Range 8; thence west along a line parallel to Morningside Road to Jones Street; thence south along Jones Street to the southeast corner of Rail Road Subdivision Part Lots 1 & 2 Tax Lot 77 Section 25 Township 17 Range 8; thence northwest along the Highway 275 right of way, concluding at the northwest corner of Iowa Rail Road Land Company Tax Lots 122 & 123.

Background
Community Development Law, found in Sections 18-2101 through 18-2144 of the Nebraska Revised Statutes, allows a community to undertake efforts to revitalize blighted and substandard areas. The City has undertaken the preparation of this redevelopment plan with the desire to improve the social and economic well-being of the community by either introducing projects that address the conditions that contribute to blight or entertaining efforts by the private sector to alleviate such conditions through specific projects.

This redevelopment plan notes general activities and/or projects within the Morningside study area. A redevelopment project can involve a broad range of activities including:
- Disposal of property, either real or personal
- Acquisition of blighted and substandard areas
- Sale or lease of land for a variety of purposes
- Acquisition of real property to be repaired or rehabilitated
• Demolition of existing buildings, structures, public facilities, and infrastructure as well as the construction of the same as deemed essential to the preparation of sites for uses in accordance with a redevelopment plan.

However, it is important to note that state statues mandate a detailed proposal outlining a redevelopment project or activity must be submitted to the City and its redevelopment authority for evaluation prior to approval as a qualified project. This also includes a cost benefit analysis for any potential project involving Tax Increment Financing (TIF).

With regard to the comprehensive plan, it is hereby incorporated by reference. Additionally, if any conditions found in the redevelopment plan are found to be in conflict with the comprehensive plan, the provisions of the comprehensive plan shall supersede this document. Furthermore, this redevelopment plan shall not constitute an amendment of the comprehensive plan.

Outline of the Redevelopment Plan
The area included in redevelopment plan is highlighted in Figure 1, which is on the following page.
The area includes approximately 183 acres of land, and is a mix of residential, commercial, and light industrial uses. The blight study for this area noted that over 73% of the buildings within the redevelopment area were considered substandard due to age; with many of these structures being residential in nature. In addition, the blight study noted that almost 70% of the structures in the redevelopment area were considered blighted due to structural condition. Furthermore, the blight study notes a number of unsafe conditions relating to street layout and deteriorating infrastructure (or lack thereof).

**Potential redevelopment projects**

As specific redevelopment projects are considered for the area, multiple factors contributing the blighted and substandard conditions should be addressed. Possible activities that would improve these conditions include:

- Removal of deteriorating and/or dilapidated structures
- Renovation or rehabilitation of structures
- Improving unsafe or unsanitary conditions relating to drainage and related infrastructure
- Assembling and platting of land for redevelopment
- Developing or improving other infrastructure in the area, including sidewalks, trails, streets, and utilities
- Increased enforcement of municipal codes relating to nuisances
- Undertaking façade, structural, streetscaping, or landscape improvements in the area
- Other projects that enhance the economic vitality of the area

**Relationship to the Comprehensive Plan**

Redevelopment activities should be conformance with the future land use map (attached herein) as well as the comprehensive plan as a whole. Concerning the comprehensive plan, this redevelopment plan supports the recommendations regarding the improvement of existing housing stock, redevelopment of deteriorating economic areas, and improvement of facilities that enhance the overall quality of life. Because this redevelopment plan is general in nature, specific redevelopment project must be weighed against and found to be in harmony with the comprehensive plan before being undertaken.
EXHIBIT A

AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE MORNINGSIDE ROAD REDEVELOPMENT AREA
IN THE CITY OF FREMONT, NEBRASKA

(WCBS 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 Morningside Road Redevelopment Area in the City of Fremont, as amended (the "Redevelopment Plan"). The Redevelopment Plan was prepared by the City in May of 2014 and was approved by the City Council of the City on July 29, 2014, pursuant to Resolution No. 2014-138. 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 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 Project Site is currently vacant and underdeveloped. The Project Site requires significant upfront costs, including site preparation, installation of public utilities and street improvements, in order to be developed. The location of the Project Site just south of the Lon D. Wright Power Plant, which produces coal dust in the area, and the significant upfront costs required to develop the Project Site, contribute to its inability to attract development. Due to the additional upfront costs required to eliminate the blighted and substandard conditions from the Project Site,
the Project is not feasible 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**

WCBS, LLC (the "Redeveloper") has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the construction of an approximately 70,000 square foot warehouse, an office, and associated improvements on the Project Site. 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, architectural and engineering fees, installation and extension of public utilities, installation of streets and sidewalks, 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.

**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.
EXHIBIT “A”
Legal Description of the Project Site

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

The South 380 feet of Lot 2R, Morningside North Business Park Replat, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska.
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. The CDA shall acquire the Project Site and convey it to the Redeveloper as necessary to redevelop the Project Site. The conveyance of the Project Site shall be described in greater detail in the Redevelopment Agreement and 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 70,000 square foot warehouse and office facility on undeveloped land, which will not significantly affect population density in the project area.

C. Land Coverage

The Project is anticipated to consist of construction of an approximately 70,000 square foot warehouse and office facility on the approximately 6.6 acre Project Site, which is part of a larger lot consisting of approximately 14.2 acres. 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

The Project is not anticipated to materially increase traffic to and from the Project Site. As a result, no changes in street layout or street grade are anticipated.

E. Parking

The Project will include construction a 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 is located in the Limited 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
WCBS REDEVELOPMENT PROJECT
COST-BENEFIT ANALYSIS
(Pursuant to Neb. Rev. Stat. § 18-2113)

The WCBS Redevelopment Project (the “Project”) will consist of construction of an approximately 70,000 square foot warehouse, office facility 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: $184,000
   b. Estimated Completed Project Assessed Valuation: $1,995,000
   c. Estimated Tax Increment Base (b. minus a.): $1,811,000
   d. Estimated Annual Projected Tax Shift: $37,000

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 2.041365, which is the 2018 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 $360,000 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, architectural and engineering fees, public utility extension and installation, installation of streets and sidewalks, 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 existing public infrastructure. The Project improvements will materially benefit other property in and around the City.

Exhibit “D”
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 is unlikely to attract development on account of its proximity to the Lon D. Wright Power Plan, the City would be unlikely to realize additional ad valorem taxes in the near future without the Project. 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 commercial buildings constructed, such as refrigeration and other equipment, 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:**

Exhibit "D"
The Project is anticipated to create additional full- and part-time jobs at the facility constructed on the Project Site, 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 __________, 2019.

__________________________
Chairman

__________________________
Secretary

Exhibit “D”
EXHIBIT C-1

PROJECT INFORMATION

The Project will be undertaken on the real estate legally described as:

    The South 380 feet of Lot 2R, Morningside North Business Park Replat, as
    surveyed, platted and recorded in the City of Fremont, Dodge County,
    Nebraska

(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 70,000 square foot
    warehouse, office, and associated improvements.

(b) **Public Improvements.** Land acquisition, installation and extension of public
    utilities, site preparation and grading, installation of streets and sidewalks,
    energy efficiency enhancements, 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.

4850-5602-9065, v. 2

Exhibit “D-1”
COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF FREMONT, NEBRASKA

RESOLUTION NO. 2019-002
(Redevelopment Plan Amendment for the WCBS Project and Cost-Benefit Analysis)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA APPROVING THE AMENDMENT TO THE MORNINGSIDE ROAD REDEVELOPMENT PLAN AND A COST-BENEFIT ANALYSIS FOR THE WCBS REDEVELOPMENT PROJECT.

WHEREAS, the Redevelopment Plan for the WCBS Redevelopment Project ("Redevelopment Plan") has been prepared pursuant to the Nebraska Community Development Law, codified at Neb. Rev. Stat. §§ 18-2101, et. seq. (the “Act”), in order to more particularly describe the Project and to incorporate the Cost-Benefit Analysis for the Project into the Plan Amendment, as required by Section 18-2113(2) of the Act;

WHEREAS, the Redevelopment Plan and related Cost-Benefit Analysis are attached as Exhibit “A” and incorporated by this reference;

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 Redevelopment Plan;

WHEREAS, on May 14, 2019, 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 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 Redevelopment Plan for the Project and incorporates the Cost-Benefit Analysis for into the Plan in compliance with the Act;

WHEREAS, the 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 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 and would not occur in the Redevelopment Area without the use of tax increment financing;

WHEREAS, the costs and benefits of the Project are in the long-term best interest of the community. The benefits of the Project outweigh the short-term costs; and

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

DATED THIS 14th day of May, 2019.

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

By: __________________________
    Chair

ATTEST: _______________________
    Secretary
EXHIBIT “A”
Redevelopment Plan and Cost-Benefit Analysis

(See Attached)
Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: May 14, 2019
SUBJECT: Conditional Use Permit Request for a Campground at Lake Leba

Recommendation: Approve

Background:

UDC requires conditional use permit for campgrounds.
Details Sheet 2

Shower Facility
Restroom
Prototype

Gazebo
Prototype

Gravel

Existing Road

Concrete Pad

Typical Water Hydrant

Typical Electrical Hookup
RESOLUTION NO. 2019-060

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR PROPERTY LOCATED AT LAKE LEBA GENERALLY DESCRIBED AS TAX LOTS 56, 57 AND PART OF TAX LOT 52 AND 2 147.46A IN SECTION 21, T17N, R8E FOR THE PURPOSES OF A PRIVATE CAMPGROUND.

WHEREAS, UDC requires conditional use permit for campgrounds.

NOW THEREFORE BE IT RESOLVED: by the City Council of Fremont that:
City staff is hereby authorized to sign the conditional use permit for property located at Lake Leba generally described as Tax Lots 56, 57 and part of Tax Lot 52 and 2 147.46A in section 21, T17N, R8E for the purposes of a private campground.

PASSED AND APPROVED THIS THE 14th DAY OF MAY, 2019.

__________________________________________
Scott Getzschman, Mayor

ATTEST:

__________________________________________
Tyler Ficken, City Clerk
Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: May 14, 2019
SUBJECT: Request for Amendment to Morningside Road Redevelopment Plan

Recommendation: Finding that the proposed amendment is consistent with the Comprehensive Plan, finding that the plan is in conformity with the Community Development Law, finding that the project would not be economically feasible without tax-increment financing, finding that the costs and benefits of the project are in the long term best interest of the City of Fremont.

Background:

This is a request for an amendment to the Redevelopment Plan for the Morningside Road Redevelopment Area.

The Morningside Road Redevelopment area was declared blighted and substandard by the Fremont City Council in July 2014. The Morningside Business Park Redevelopment Plan was approved July 2014, as well.

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

The area for which projects are proposed consists of Lots 2 and 4-11 Morningside Crossing. These are the commercial lots. The lot on which apartments are proposed is not included in the proposed project area.

The property is currently undeveloped agricultural land. The Preliminary and Final Plats for Morningside Crossing were approved August, 2018.

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

The proposed Redevelopment Plan includes “Exhibit C” which addresses the statutory elements required in such a plan. (Attached with the proposed plan amendment.)

The plan states: “due to additional upfront costs required to eliminate the blight and substandard conditions from the Project Site, the Project is not feasible without the use of tax increment financing, which will be used to pay for eligible expenditures under the Act”.

The redevelopment area lacks infrastructure, which contributes to the inability to attract development to the area. TIF can be used to address that blighting condition.
The proposed improvements for which approximately $2,083,000 of Tax Increment Financing would be utilized include site acquisition, site preparation, architectural and engineering fees, public utility extension and installation, installation of streets and sidewalks, landscaping, façade enhancements, energy efficiency enhancements, and other improvements deemed feasible and necessary in support of the public health, safety and welfare.

The cost benefit analysis is based on projects that consists of 4 commercial flex-buildings, a convenience store and fueling station, a retail strip center and single-tenant retail building and a self- storage facility.

It is anticipated that the projects will be constructed in approximately 6 phases. The first phase will include the construction of an approximately 5,000 square foot convenience store and fueling station.

The projects will increase employment in the area and will add sales tax revenue to the community.

The cost benefit analysis estimates the following tax shift based on the 2018 Dodge County tax levy and estimated completed assessed value of the buildings:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Base Project Area Valuation</td>
<td>$126,000</td>
</tr>
<tr>
<td>Estimated Completed Project Assessed Valuation</td>
<td>$12,000,000</td>
</tr>
<tr>
<td>Estimated Tax Increment Base</td>
<td>$11,874,000</td>
</tr>
<tr>
<td>Estimated Annual Projected Tax Shift</td>
<td>$242,400</td>
</tr>
</tbody>
</table>

The developer proposes that approximately $2,083,000 be financed with Tax Increment Financing (TIF) to provide for the construction and installation of infrastructure, acquisition and related improvements.

The property was platted in anticipation of the receipt of TIF for eligible expenses. However, the project, as designed would not be feasible without the availability of tax increment financing for eligible public expenses.

Findings:

- The area was declared blighted and substandard in July 2014.
- The proposed commercial uses are consistent with the Comprehensive Plan.
- The estimated annual projected tax shift is $242,000
- An estimated $2,083,000 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.

**Generalized Area of Proposed Redevelopment Project**
February 27, 2019

Jennifer Dam
City of Fremont
Planning Director
400 E Military
Fremont, NE 68025

Re: Application for Amendment to the Redevelopment Plan for the Morningside Road Redevelopment Area
Our File No.: 24348.001

Dear Jennifer:

On behalf of our client, Morningside Commercial, LLC, please accept this letter as a formal application for amendment to the Redevelopment Plan for the Morningside Road Redevelopment Area to identify a specific project, the Morningside Crossing Redevelopment Project, to be undertaken by Morningside Commercial, LLC within the Redevelopment Area.

In connection with this application, I enclose an Amendment to the Redevelopment Plan for the Morningside Crossing Redevelopment Project. As described in greater detail in the Amendment, the Project will include the construction of a new commercial center, parking lots, and ancillary improvements on certain property located within the Morningside Road Redevelopment Area. The tax increment generated by such improvements shall be captured and used for eligible public improvements under the Nebraska Community Development Law, such as site acquisition, site preparation, installation of streets and utilities, and other improvements identified in the Amendment.

It is my understanding that the $100 application fee will be hand delivered to the Planning Department by our client today. Please let me know if you have any questions or concerns regarding this application. Thank you for your consideration.
February 27, 2019

Sincerely,

Heather A. Carver
For the Firm

Enclosure

Cc: Brian Newton (via email)
    Spencer Lombardo (via email)
    Ben Muilenburg (via email)
    Tom Huston (via email)
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 Morningside Road Redevelopment Area in the City of Fremont, as amended (the “Redevelopment Plan”). The Redevelopment Plan was prepared by the City in May of 2014 and was approved by the City Council of the City on July 29, 2014, pursuant to Resolution No. 2014-138. 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) the phasing of the overall project; and (b) 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 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 Project Site is currently vacant and underdeveloped. The Project Site requires significant upfront costs, including site preparation and installation of public utilities, in order to be developed. Due to the additional upfront costs required to eliminate the blighted and substandard conditions from the Project Site, the Project is not feasible 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**

Morningside Commercial, LLC (the “Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the construction of a new commercial center, parking lots, and ancillary improvements on the Project Site in a series of up to 6 phases. Implementation of the Project in phases is described in greater detail below. **Phase 1** of the Project will include construction of an approximately 5,000 square foot convenient store and fueling station on Lot 11, and **Phase 2** will consist of construction of a roughly 5,000 square foot commercial flex building on Lot 4, and an approximately 11,000 square foot retail strip center on Lots 8 and 9. It is anticipated that **Phase 3** will include construction of an approximately 15,000 square foot self-storage facility on Lot 10, and that **Phase 4** will consist of construction of an approximately 6,000 square foot single-tenant retail building on Lot 2 and an approximately 5,200 square foot commercial flex building on Lot 7. **Phases 5 and 6** are anticipated to include construction of roughly 5,000 square foot commercial flex buildings on each of Lots 5 and 6. The proposed site plan for the Project is attached hereto as **Exhibit “B”** (the “Site Plan”). The Site Plan is conceptual in nature and is subject to revision based on changes in community needs, but it presents the vision and intended character for the Project. The Project retains the flexibility to change the size and sequence of the individual phases of the development based on market forces and demand.

The Redeveloper will pay the costs of the private improvements, including all costs of construction of the commercial buildings. As part of the Project, the CDA shall capture available tax increment revenues generated by the redevelopment of the individual phases 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, architectural and engineering fees, extension of public utilities, installation of streets and sidewalks, landscaping, 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.

**Implementation of the Project**

The Redeveloper intends to complete the Project in 6 phases over a period of years. The private improvements and the public improvements to be constructed by the Redeveloper as a part of each phase will be more particularly described in
the Redevelopment Agreement between the CDA and the Redeveloper. The implementation of each phase will mirror the Redeveloper’s anticipated construction schedule. Each phase would support separate tax increment financing indebtedness for each phase. Further, the “effective date” for the division of the ad valorem taxes generated by each phase of the Project will be determined for each phase in order to preserve the tax increment financing resources available for the public improvements to be constructed as part of the Project.

The implementation of the Project in multiple phases is crucial to the successful development of the Project, as it will allow the Redeveloper to construct the private improvements at a rate that the market can support, and to adapt subsequent phases of the Project to accommodate the changing needs of the community. For this reason, the Project, including (i) the quantity and type of commercial buildings, (ii) the size of each of the commercial buildings, and (iii) the schedule for implementation of each phase of the Project, is subject to adjustment. The CDA acknowledges that any adjustments to the private improvements, the public improvements, or the timing of construction of each phase of the Project shall be a minor modification to the Redevelopment Plan and this Redevelopment Plan Amendment.

Further, completion of the Project in multiple phases will allow the Redeveloper to optimize the tax increment financing resources available for public improvements in the Redevelopment Area. Due to the scope of the Project and the public improvements to be constructed, the CDA acknowledges that the Redeveloper would not undertake Phase 1 of the Project or any subsequent phase, without the benefit of tax increment financing with respect to each phase of the Project.

Statutory Elements

As described above, the Project envisions the capture of the incremental taxes created by each phase of the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. Attached as Exhibit “C” 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 each phase of the Project is attached hereto as Exhibit “D” 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. If the plan for redevelopment is adjusted or the phasing schedule is modified, the Redeveloper shall include any adjustments to the Cost-Benefit Analysis within any minor modification of the Redevelopment Plan.
EXHIBIT “A”
Legal Description of the Project Site

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

Lots Two (2), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Morningside Crossing, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska.
EXHIBIT “B”
Site Plan

[Attach]
EXHIBIT “C”
Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. The Redeveloper has a contractual right to purchase the property from the current owner, and the land will be purchased by Redeveloper.

B. Population Density

The proposed development at the Project Site includes the construction of commercial buildings, which will not affect population density in the project area.

C. Land Coverage

The Project is anticipated to consist of construction of 4 commercial flex buildings, a convenient store and fueling station, a retail strip center and a single-tenant retail building, and a self-storage facility on 9 lots. 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

As part of the Project, the Redeveloper will extend Bud Boulevard to provide access to the Project Site, and will make improvements to Morningside Road, including construction of acceleration and deceleration lanes leading to and from Bud Boulevard. These improvements, and the implementation of the Project in phases, are anticipated to eliminate any potential adverse impacts with respect to traffic flow, street layouts, and street grades that might result from the Project.

E. Parking

The Project will include construction of parking lots to serve the commercial buildings constructed that will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the General Commercial zoning district. Redeveloper will be responsible for obtaining any zoning, building code, or ordinance changes that are necessary for the Project.
EXHIBIT “D”
Cost-Benefit Analysis

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

The Morningside Crossing Redevelopment Project (the “Project”) will consist of construction of a commercial center on the Project Site in up to 6 phases. The private improvements and the public improvements to be constructed as part of the Project are subject to adjustment based on the needs of the community and other factors. However, for purposes of this cost-benefit analysis, it is assumed that the Project will consist of 4 commercial flex buildings, a convenient store and fueling station, a retail strip center and single-tenant retail building, and a self-storage facility, as more particularly described on Exhibit “D-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: $126,000
   b. Estimated Completed Project Assessed Valuation: $12,000,000
   c. Estimated Tax Increment Base (b. minus a.): $11,874,000
   d. Estimated Annual Projected Tax Shift: $242,400

**Notes:**

1. 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 2.041365, which is the 2018 Dodge County tax levy, and is subject to change.

2. The Estimated Completed Project Assessed Valuation is the estimated completed assessed value of all of the private improvements that the redeveloper anticipates will be constructed as part of the Project. The Project will be completed in multiple phases, and each phase may have a different effective date for the division of the ad valorem tax. As a result, the Estimated Annual Projected Tax Shift will vary during the Project.

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 $2,083,000 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, including each phase. It is anticipated that eligible uses of the TIF indebtedness may include the following: site acquisition, site preparation, architectural and engineering fees, public utility extension and installation, installation of streets and sidewalks, landscaping, 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 existing public infrastructure. The Project improvements will materially benefit other property in and around the City.

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 was not, until recently, within the corporate limits of the City, the City has not historically relied on tax revenue from the Project Site, and the City would be unlikely to realize additional ad valorem taxes in the near future without the Project because the Project Site and surrounding areas are unlikely to be developed without the street and utility improvements being constructed as part of the Project. 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 commercial buildings constructed, which will be on the property tax rolls upon its acquisition and installation. Further, the Project will generate sales tax as a result of the commercial buildings constructed.

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 Project includes extension and installation of public utilities, as well as street improvements, which will attract additional redevelopers 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. The Project should also increase the need for services and products from existing businesses. Since the Project includes construction of commercial buildings, upon occupancy, the Project may require the purchase of janitorial services, office and hardware 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:**

Upon completion of every phase of the Project, the Project is anticipated to create up to 120 full- and part-time jobs at the commercial buildings on the Project Site. When secondary employment effects in other employment sectors are added, the total employment effects are expected to be even higher.

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 __________, 2019.

____________________________________
______________________, Chairman

_____________________________________
___________________, Secretary

Exhibit “D”
The Project will be undertaken on the real estate legally described as:

Lots Two (2), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Morningside Crossing, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska

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

(a) **Private Improvements.** The private improvements anticipated to be constructed as part of the Project include 4 commercial flex buildings, a convenient store and fueling station, a retail strip center and a single-tenant retail building, a self-storage facility, and associated improvements on the Project Site. However, the private improvements, including (i) the quantity and type of commercial buildings, (ii) the size of each of the commercial buildings, and (iii) the schedule for implementation of each phase of the Project, are subject to adjustment, as more fully described in the Redevelopment Plan Amendment.

(b) **Public Improvements.** Land acquisition, extension of public utilities, site preparation, installation of streets and sidewalks, landscaping, façade enhancements, energy efficiency enhancements, 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.
General Redevelopment Plan
for the
Morningside Road Area
May 2014

Prepared by:
Fremont Planning Department
Purpose of the Redevelopment Plan
The purpose of this redevelopment plan is to help guide the general redevelopment of the area contained within the Morningside Blight Study. According to the Community Development Law contained within state statutes, the general redevelopment plan is geared toward establishing remedies that alleviate the conditions causing blighted and substandard conditions and thus improving the overall economic well-being of the area and community as a whole.

Legal Description of the redevelopment area
The legal description for the 23rd & Bell redevelopment area is the same as adopted in the 23rd & Bell Blight Study; which was more particularly described as:

The findings of this blight study are based on analysis conducted for a location referred to as the “Morningside”, a track of land described as follows: From the Point of Beginning at the northwest corner of Iowa Rail Road Land Company Tax Lots 122 & 123; thence east along the south edge of the Union Pacific Rail Road right of way to the north west corner of Missouri Valley Land Company Lot 11 Section 24 Township 17 Range 8; thence south to the southwest corner of Missouri Valley Land Company Lot 11, Section 24 Township 17 Range 8; thence east along a line parallel to Morningside Road to South Johnson Road; thence north on South Johnson Road to the northwest corner of Tax Lot 26 & Part of Tax Lot 22. Section 19 Township 17 Range 9; thence northeast along south edge of the Union Pacific Railroad right of way to the northeast corner of Tax Lot 26 & Part of Tax Lot 22, Section 19 Township 17, Range 9; thence south along the west right of way of Nebraska Department of Roads Highway 275 right of way to the Morningside Road right of way; thence west along Morningside Road to the intersection of Old Highway 8 and Morningside Road; thence southeast to the southeast corner of Tax Lot 21 Section 25 Township 17 Range 8; thence west along a line parallel to Morningside Road to Jones Street; thence south along Jones Street to the southeast corner of Rail Road Subdivision Part Lots 1 & 2 Tax Lot 77 Section 25 Township 17 Range 8; thence northwest along the Highway 275 right of way; concluding at the northwest corner of Iowa Rail Road Land Company Tax Lots 122 & 123.

Background
Community Development Law, found in Sections 18-2101 through 18-2144 of the Nebraska Revised Statutes, allows a community to undertake efforts to revitalize blighted and substandard areas. The City has undertaken the preparation of this redevelopment plan with the desire to improve the social and economic well-being of the community by either introducing projects that address the conditions that contribute to blight or entertaining efforts by the private sector to alleviate such conditions through specific projects.

This redevelopment plan notes general activities and/or projects within the Morningside study area. A redevelopment project can involve a broad range of activities including:

- Disposal of property, either real or personal
- Acquisition of blighted and substandard areas
- Sale or lease of land for a variety of purposes
- Acquisition of real property to be repaired or rehabilitated
- Demolition of existing buildings, structures, public facilities, and infrastructure as well as the construction of the same as deemed essential to the preparation of sites for uses in accordance with a redevelopment plan

However, it is important to note that state statues mandate a detailed proposal outlining a redevelopment project or activity must be submitted to the City and its redevelopment authority for evaluation prior to approval as a qualified project. This also includes a cost benefit analysis for any potential project involving Tax Increment Financing (TIF).

With regard to the comprehensive plan, it is hereby incorporated by reference. Additionally, if any conditions found in the redevelopment plan are found to be in conflict with the comprehensive plan, the provisions of the comprehensive plan shall supersede this document. Furthermore, this redevelopment plan shall not constitute an amendment of the comprehensive plan.

**Outline of the Redevelopment Plan**

The area included in redevelopment plan is highlighted in Figure 1, which is on the following page.
The area includes approximately 183 acres of land, and is a mix of residential, commercial, and light industrial uses. The blight study for this area noted that over 73% of the buildings within the redevelopment area were considered substandard due to age; with many of these structures being residential in nature. In addition, the blight study noted that almost 70% of the structures in the redevelopment area were considered blighted due to structural condition. Furthermore, the blight study notes a number of unsafe conditions relating to street layout and deteriorating infrastructure (or lack thereof).

Potential redevelopment projects
As specific redevelopment projects are considered for the area, multiple factors contributing the blighted and substandard conditions should be addressed. Possible activities that would improve these conditions include:

- Removal of deteriorating and/or dilapidated structures
- Renovation or rehabilitation of structures
- Improving unsafe or unsanitary conditions relating to drainage and related infrastructure
- Assembling and platting of land for redevelopment
- Developing or improving other infrastructure in the area, including sidewalks, trails, streets, and utilities
- Increased enforcement of municipal codes relating to nuisances
- Undertaking façade, structural, streetscaping, or landscape improvements in the area
- Other projects that enhance the economic vitality of the area

Relationship to the Comprehensive Plan
Redevelopment activities should be conformance with the future land use map (attached herein) as well as the comprehensive plan as a whole. Concerning the comprehensive plan, this redevelopment plan supports the recommendations regarding the improvement of existing housing stock, redevelopment of deteriorating economic areas, and improvement of facilities that enhance the overall quality of life. Because this redevelopment plan is general in nature, specific redevelopment project must be weighed against and found to be in harmony with the comprehensive plan before being undertaken.
AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE MORNINGSIDE ROAD REDEVELOPMENT AREA IN THE CITY OF FREMONT, NEBRASKA

(MORNINGSIDE CROSSING 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 Morningside Road Redevelopment Area in the City of Fremont, as amended (the “Redevelopment Plan”). The Redevelopment Plan was prepared by the City in May of 2014 and was approved by the City Council of the City on July 29, 2014, pursuant to Resolution No. 2014-138. 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) the phasing of the overall project; and (b) 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 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 Project Site is currently vacant and underdeveloped. The Project Site requires significant upfront costs, including site preparation and installation of public utilities, in order to be developed. Due to the additional upfront costs required to eliminate the blighted and substandard conditions from the Project Site, the Project is not feasible 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.

Legislative Bill 874, which was adopted by the Nebraska Legislature in 2018, permits redevelopers to engage in certain redevelopment activities prior to approval of a redevelopment project, including, for example, preparing materials and applications related to a redevelopment project, acquiring land and performing due diligence, and preparing a site for redevelopment. Although the Redeveloper has platted the Project Site and has undertaken other redevelopment activities permitted by Legislative Bill 874 in preparation for redevelopment of the Project Site, the Redeveloper has done so in anticipation of approval of tax increment financing for the proposed Project, and the Project, as designed, would not be feasible and would not occur in the Redevelopment Area but for the availability of tax increment financing for eligible public expenses.

**Description of the Project**

Morningside Commercial, LLC (the “Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the construction of a new commercial center, parking lots, and ancillary improvements on the Project Site in a series of up to 6 phases. Implementation of the Project in phases is described in greater detail below. Phase 1 of the Project will include construction of an approximately 5,000 square foot convenient store and fueling station on Lot 11, and Phase 2 will consist of construction of a roughly 5,000 square foot commercial flex building on Lot 4, and an approximately 11,000 square foot retail strip center on Lots 8 and 9. It is anticipated that Phase 3 will include construction of an approximately 15,000 square foot self-storage facility on Lot 10, and that Phase 4 will consist of construction of an approximately 6,000 square foot single-tenant retail building on Lot 2 and an approximately 5,200 square foot commercial flex building on Lot 7. Phases 5 and 6 are anticipated to include construction of roughly 5,000 square foot commercial flex buildings on each of Lots 5 and 6. The proposed site plan for the Project is attached hereto as Exhibit “B” (the “Site Plan”). The Site Plan is conceptual in nature and is subject to revision based on changes in community needs, but it presents the vision and intended character for the Project. The Project retains the flexibility to change the size and sequence of the individual phases of the development based on market forces and demand.

The Redeveloper will pay the costs of the private improvements, including all costs of construction of the commercial buildings. As part of the Project, the CDA shall capture available tax increment revenues generated by the redevelopment of the individual phases 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, architectural and engineering fees, extension of public utilities, installation of streets and sidewalks, landscaping, 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.

**Implementation of the Project**

The Redeveloper intends to complete the Project in 6 phases over a period of years. The private improvements and the public improvements to be constructed by the Redeveloper as a part of each phase will be more particularly described in the Redevelopment Agreement between the CDA and the Redeveloper. The implementation of each phase will mirror the Redeveloper’s anticipated construction schedule. Each phase would support separate tax increment financing indebtedness for each phase. Further, the “effective date” for the division of the ad valorem taxes generated by each phase of the Project will be determined for each phase in order to preserve the tax increment financing resources available for the public improvements to be constructed as part of the Project.

The implementation of the Project in multiple phases is crucial to the successful development of the Project, as it will allow the Redeveloper to construct the private improvements at a rate that the market can support, and to adapt subsequent phases of the Project to accommodate the changing needs of the community. For this reason, the Project, including (i) the quantity and type of commercial buildings, (ii) the size of each of the commercial buildings, and (iii) the schedule for implementation of each phase of the Project, is subject to adjustment. The CDA acknowledges that any adjustments to the private improvements, the public improvements, or the timing of construction of each phase of the Project shall be a minor modification to the Redevelopment Plan and this Redevelopment Plan Amendment.

Further, completion of the Project in multiple phases will allow the Redeveloper to optimize the tax increment financing resources available for public improvements in the Redevelopment Area. Due to the scope of the Project and the public improvements to be constructed, the CDA acknowledges that the Redeveloper would not undertake Phase 1 of the Project or any subsequent phase, without the benefit of tax increment financing with respect to each phase of the Project.

**Statutory Elements**

As described above, the Project envisions the capture of the incremental taxes created by each phase of the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. Attached as Exhibit “C” 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 each phase of the Project is attached hereto as Exhibit “D” 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. If the plan for redevelopment is adjusted or the phasing schedule is modified, the Redeveloper shall include any adjustments to the Cost-Benefit Analysis within any minor modification of the Redevelopment Plan.
EXHIBIT “A”
Legal Description of the Project Site

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

Lots Two (2), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Morningside Crossing, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska.
EXHIBIT “B”
Site Plan

[Attach]
EXHIBIT “C”
Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. The Redeveloper has a contractual right to purchase the property from the current owner, and the land will be purchased by Redeveloper.

B. Population Density

The proposed development at the Project Site includes the construction of commercial buildings, which will not affect population density in the project area.

C. Land Coverage

The Project is anticipated to consist of construction of 4 commercial flex buildings, a convenient store and fueling station, a retail strip center and a single-tenant retail building, and a self-storage facility on 9 lots. 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

As part of the Project, the Redeveloper will extend Bud Boulevard to provide access to the Project Site, and will make improvements to Morningside Road, including construction of acceleration and deceleration lanes leading to and from Bud Boulevard. These improvements, and the implementation of the Project in phases, are anticipated to eliminate any potential adverse impacts with respect to traffic flow, street layouts, and street grades that might result from the Project.

E. Parking

The Project will include construction of parking lots to serve the commercial buildings constructed that will meet or exceed the parking requirements set forth in the applicable zoning district.

F. Zoning, Building Code, and Ordinances

The Project Site is located in the General Commercial zoning district. Redeveloper will be responsible for obtaining any zoning, building code, or ordinance changes that are necessary for the Project.
EXHIBIT “D”
Cost-Benefit Analysis

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

The Morningside Crossing Redevelopment Project (the “Project”) will consist of construction of a commercial center on the Project Site in up to 6 phases. The private improvements and the public improvements to be constructed as part of the Project are subject to adjustment based on the needs of the community and other factors. However, for purposes of this cost-benefit analysis, it is assumed that the Project will consist of 4 commercial flex buildings, a convenient store and fueling station, a retail strip center and single-tenant retail building, and a self-storage facility, as more particularly described on Exhibit “D-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: $126,000
   b. Estimated Completed Project Assessed Valuation: $12,000,000
   c. Estimated Tax Increment Base (b. minus a.): $11,874,000
   d. Estimated Annual Projected Tax Shift: $242,400

**Notes:**

1. *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 2.041365, which is the 2018 Dodge County tax levy, and is subject to change.*

2. *The Estimated Completed Project Assessed Valuation is the estimated completed assessed value of all of the private improvements that the redeveloper anticipates will be constructed as part of the Project. The Project will be completed in multiple phases, and each phase may have a different effective date for the division of the ad valorem tax. As a result, the Estimated Annual Projected Tax Shift will vary during the Project.*

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 $2,083,000 of these...
Exhibit “D”

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, including each phase. It is anticipated that eligible uses of the TIF indebtedness may include the following: site acquisition, site preparation, architectural and engineering fees, public utility extension and installation, installation of streets and sidewalks, landscaping, 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 existing public infrastructure. The Project improvements will materially benefit other property in and around the City.

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 was not, until recently, within the corporate limits of the City, the City has not historically relied on tax revenue from the Project Site, and the City would be unlikely to realize additional ad valorem taxes in the near future without the Project because the Project Site and surrounding areas are unlikely to be developed without the street and utility improvements being constructed as part of the Project. 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 commercial buildings constructed, which will be on the property tax rolls upon its acquisition and installation. Further, the Project will generate sales tax as a result of the commercial buildings constructed.

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 Project includes extension and installation of public utilities, as well as street improvements, which will attract additional redevelopers 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. The Project should also increase the need for services and products from existing businesses. Since the Project includes construction of commercial buildings, upon occupancy, the Project may require the purchase of janitorial services, office and hardware 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:**

   Upon completion of every phase of the Project, the Project is anticipated to create up to 120 full- and part-time jobs at the commercial buildings on the Project Site. When secondary employment effects in other employment sectors are added, the total employment effects are expected to be even higher.

   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 ____________, 2019.

   _______________________________, Chairman

   _______________________________, Secretary
EXHIBIT D-1

PROJECT INFORMATION

The Project will be undertaken on the real estate legally described as:

Lots Two (2), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Morningside Crossing, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska

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

(a) **Private Improvements.** The private improvements anticipated to be constructed as part of the Project include 4 commercial flex buildings, a convenient store and fueling station, a retail strip center and a single-tenant retail building, a self-storage facility, and associated improvements on the Project Site. However, the private improvements, including (i) the quantity and type of commercial buildings, (ii) the size of each of the commercial buildings, and (iii) the schedule for implementation of each phase of the Project, are subject to adjustment, as more fully described in the Redevelopment Plan Amendment.

(b) **Public Improvements.** Land acquisition, extension of public utilities, site preparation, installation of streets and sidewalks, landscaping, façade enhancements, energy efficiency enhancements, 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.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA
APPROVING AN AMENDMENT TO THE MORNINGSIDE ROAD REDEVELOPMENT PLAN
FOR THE MORNINGSIDE CROSSING REDEVELOPMENT PROJECT AND A COST-BENEFIT
ANALYSIS FOR THE MORNINGSIDE CROSSING REDEVELOPMENT PROJECT.

WHEREAS, on May 14, 2019, the Community Development Agency of the City of Fremont
(“CDA”) via Resolution No. 2019-001 held a hearing and received evidence on the
Redevelopment Plan for a project identified as the Morningside Crossing Redevelopment Project
(the “Project”), which identified specific property in the Morningside Road Redevelopment Area in
need of redevelopment to cause the removal of blight and substandard conditions (the “Plan
Amendment”), and a related Cost-Benefit Analysis for the Project

WHEREAS, the Redevelopment Plan for the Morningside Crossing Redevelopment
Project (the “Redevelopment Plan”) has been prepared pursuant to the Nebraska Community
Development Law, codified at Neb. Rev. Stat. §§ 18-2101, et. seq. (the “Act”), in order to more
particularly describe the Project and to incorporate the Cost-Benefit Analysis for the Project into
the Redevelopment Plan, as required by Section 18-2113(2) of the Act;

WHEREAS, the Redevelopment Plan and related Cost-Benefit Analysis are attached as
Exhibit “A” and incorporated by this reference;

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 Redevelopment Plan;

WHEREAS, on May 14, 2019, 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
Redevelopment Plan and related Cost-Benefit Analysis should be approved;

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

WHEREAS, the Redevelopment Plan describes the Project and incorporates the Cost-
Benefit Analysis for the Project into the Redevelopment Plan in compliance with the Act;

WHEREAS, the 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 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 as designed and would not occur in the Redevelopment Area without the use of tax increment financing;

WHEREAS, the costs and benefits of the Project are in the long-term best interest of the community and the benefits outweigh the short-term costs of the diversion of the taxes; and

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the City Council desires to approve 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 Morningside Road Redevelopment Plan for the Morningside Crossing project and the Cost-Benefit Analysis.

DATED THIS 14th day of May, 2019.

THE CITY OF FREMONT, NEBRASKA

By: ________________________________
Mayor

ATTEST: ________________________________
Clerk
EXHIBIT “A”
Redevelopment Plan and Cost-Benefit Analysis

(See Attached)
Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: May 14, 2019
SUBJECT: Request for Amendment to Morningside Road Redevelopment Plan for the WCBS Redevelopment Project

Recommendation: Finding that the proposed amendment is consistent with the Comprehensive Plan, finding that the plan is in conformity with the Community Development Law, finding that the project would not be economically feasible without tax-increment financing, finding that the costs and benefits of the project are in the long term best interest of the City of Fremont.

Background:

This is a request for an amendment to the Redevelopment Plan for the WCBS Redevelopment Project.

The parcel is part of the Morningside Road Redevelopment area which was declared blighted and substandard by the Fremont City Council in July 2014. The Morningside Business Park Redevelopment Plan was approved July 2014, as well.

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

The proposed project is to construct an approximately 70,000 square foot warehouse and office facility, parking lot and ancillary improvements. The tax increment would be used for uses eligible under the Nebraska Community Development Law including site acquisition, site preparation, grading, installation of streets, utilities and other improvements.

The property is currently undeveloped agricultural land in the South Fremont Business Park.

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

The proposed Redevelopment Plan includes “Exhibit B” which addresses the statutory elements required in such a plan. (Attached with the proposed plan amendment.)

The Cost-Benefit Analysis “Exhibit C” paragraph 2 states “Since the Project Site is unlikely to attract development on account of its proximity to the Lon D. Wright Power Plant, the City would be unlikely to realize the additional ad valorem taxes in the near future without the Project”
The proposed improvements for which approximately $360,000 of Tax Increment Financing would be utilized include site acquisition, site preparation, architectural and engineering fees, public utility extension and installation, installation of streets and sidewalks, landscaping, façade enhancements, energy efficiency enhancements, and other improvements deemed feasible and necessary in support of the public health, safety and welfare.

The cost benefit analysis is based on projects that consist of a 70,000 square foot warehouse, an office and related improvements.

The projects will increase employment in the area and will add sales tax revenue to the community.

The cost benefit analysis estimates the following tax shift based on the 2018 Dodge County tax levy and estimated completed assessed value of the buildings:

- Estimated Base Project Area Valuation: $184,000
- Estimated Completed Project Assessed Valuation: $1,995,000
- Estimated Tax Increment Base: $1,811,000
- Estimated Annual Projected Tax Shift: $37,000

The developer proposes that approximately $360,000 be financed with Tax Increment Financing (TIF) to provide for the construction and installation of infrastructure, acquisition and related improvements.

The property was platted in anticipation of the receipt of TIF for eligible expenses. However, the project, as designed would not be feasible without the availability of tax increment financing for eligible public expenses.

Findings:

- The area was declared blighted and substandard in July 2014.
- The proposed commercial uses are consistent with the Comprehensive Plan.
- The estimated annual projected tax shift is $37,000
- An estimated $360,000 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.
WCBS Redevelopment Project Vicinity Map:
VIA EMAIL: jennifer.dam@fremontne.gov
Jennifer Dam
City of Fremont
Planning Director
400 E Military
Fremont, NE 68025

Re: Application for Amendment to the Redevelopment Plan for the WCBS Redevelopment Project
Our File No.: 24541.001

Dear Jennifer:

On behalf of our client, WCBS, LLC, please accept this letter as a formal application for amendment to the Redevelopment Plan for the Morningside Road Redevelopment Area to identify a specific project, the WCBS Redevelopment Project, to be undertaken by WCBS, LLC within the Redevelopment Area. It is my understanding that the $100 application fee will be hand delivered to the Planning Department by our client.

In connection with this application, I enclose an Amendment to the Redevelopment Plan for the WCBS Redevelopment Project. As described in greater detail in the Amendment, the Project will include the construction of an approximately 70,000 square foot warehouse and office facility, a parking lot, and ancillary improvements on certain property located within the Morningside Road Redevelopment Area. The tax increment generated by such improvements will be captured and used for eligible public improvements under the Nebraska Community Development Law, such as site acquisition, site preparation and grading, installation of streets and utilities, and other improvements identified in the Amendment.

Please schedule the Redevelopment Plan Amendment for consideration by the Planning Commission at their first regularly scheduled meeting following publication.
March 12, 2019
Page 2

and delivery of the notices required by the Nebraska Community Development Law. If you have any questions or concerns regarding this application, please do not hesitate to contact me. Thank you for your consideration.

Sincerely,

Heather A. Carver
For the Firm

Enclosure

Cc:  Brian Newton (via email)
     Tyler Ficken (via email)
     Sarah Maresh (via email)
     Tom Huston (via email)
     Chris Hoegemeyer (via email)
     Jeff Johannesmeyer (via email)
General Redevelopment Plan
for the
Morningside Road Area
May 2014

Prepared by:
Fremont Planning Department
Purpose of the Redevelopment Plan
The purpose of this redevelopment plan is to help guide the general redevelopment of the area contained within the Morningside Blight Study. According to the Community Development Law contained within state statutes, the general redevelopment plan is geared toward establishing remedies that alleviate the conditions causing blighted and substandard conditions and thus improving the overall economic well-being of the area and community as a whole.

Legal Description of the redevelopment area
The legal description for the 23rd & Bell redevelopment area is the same as adopted in the 23rd & Bell Blight Study; which was more particularly described as:

The findings of this blight study are based on analysis conducted for a location referred to as the “Morningside”, a track of land described as follows: From the Point of Beginning at the northwest corner of Iowa Rail Road Land Company Tax Lots 122 & 123; thence east along the south edge of the Union Pacific Rail Road right of way to the north west corner of Missouri Valley Land Company Lot 11 Section 24 Township 17 Range 8; thence south to the southwest corner of Missouri Valley Land Company Lot 11, Section 24 Township 17 Range 8; thence east along a line parallel to Morningside Road to South Johnson Road; thence north on South Johnson Road to the northwest corner of Tax Lot 26 & Part of Tax Lot 22, Section 19 Township 17 Range 9; thence northeast along south edge of the Union Pacific Railroad right of way to the northeast corner of Tax Lot 26 & Part of Tax Lot 22, Section 19 Township 17, Range 9; thence south along the west right of way of Nebraska Department of Roads Highway 275 right of way to the Morningside Road right of way; thence west along Morningside Road to the intersection of Old Highway 8 and Morningside Road; thence southeast to the southeast corner of Tax Lot 21 Section 25 Township 17 Range 8; thence west along a line parallel to Morningside Road to Jones Street; thence south along Jones Street to the southeast corner of Rail Road Subdivision Part Lots 1 & 2 Tax Lot 77 Section 25 Township 17 Range 8; thence northwest along the Highway 275 right of way; concluding at the northwest corner of Iowa Rail Road Land Company Tax Lots 122 & 123.

Background
Community Development Law, found in Sections 18-2101 through 18-2144 of the Nebraska Revised Statutes, allows a community to undertake efforts to revitalize blighted and substandard areas. The City has undertaken the preparation of this redevelopment plan with the desire to improve the social and economic well-being of the community by either introducing projects that address the conditions that contribute to blight or entertaining efforts by the private sector to alleviate such conditions through specific projects.

This redevelopment plan notes general activities and/or projects within the Morningside study area. A redevelopment project can involve a broad range of activities including:
- Disposal of property, either real or personal
- Acquisition of blighted and substandard areas
- Sale or lease of land for a variety of purposes
- Acquisition of real property to be repaired or rehabilitated
• Demolition of existing buildings, structures, public facilities, and infrastructure as well as the construction of the same as deemed essential to the preparation of sites for uses in accordance with a redevelopment plan

However, it is important to note that state statues mandate a detailed proposal outlining a redevelopment project or activity must be submitted to the City and its redevelopment authority for evaluation prior to approval as a qualified project. This also includes a cost benefit analysis for any potential project involving Tax Increment Financing (TIF).

With regard to the comprehensive plan, it is hereby incorporated by reference. Additionally, if any conditions found in the redevelopment plan are found to be in conflict with the comprehensive plan, the provisions of the comprehensive plan shall supersede this document. Furthermore, this redevelopment plan shall not constitute an amendment of the comprehensive plan.

**Outline of the Redevelopment Plan**

The area included in redevelopment plan is highlighted in Figure 1, which is on the following page.
The area includes approximately 183 acres of land, and is a mix of residential, commercial, and light industrial uses. The blight study for this area noted that over 73% of the buildings within the redevelopment area were considered substandard due to age; with many of these structures being residential in nature. In addition, the blight study noted that almost 70% of the structures in the redevelopment area were considered blighted due to structural condition. Furthermore, the blight study notes a number of unsafe conditions relating to street layout and deteriorating infrastructure (or lack thereof).

Potential redevelopment projects
As specific redevelopment projects are considered for the area, multiple factors contributing the blighted and substandard conditions should be addressed. Possible activities that would improve these conditions include:

- Removal of deteriorating and/or dilapidated structures
- Renovation or rehabilitation of structures
- Improving unsafe or unsanitary conditions relating to drainage and related infrastructure
- Assembling and platting of land for redevelopment
- Developing or improving other infrastructure in the area, including sidewalks, trails, streets, and utilities
- Increased enforcement of municipal codes relating to nuisances
- Undertaking façade, structural, streetscaping, or landscape improvements in the area
- Other projects that enhance the economic vitality of the area

Relationship to the Comprehensive Plan
Redevelopment activities should be conformance with the future land use map (attached herein) as well as the comprehensive plan as a whole. Concerning the comprehensive plan, this redevelopment plan supports the recommendations regarding the improvement of existing housing stock, redevelopment of deteriorating economic areas, and improvement of facilities that enhance the overall quality of life. Because this redevelopment plan is general in nature, specific redevelopment project must be weighed against and found to be in harmony with the comprehensive plan before being undertaken.
EXHIBIT A

AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE MORNINGSIDE ROAD REDEVELOPMENT AREA
IN THE CITY OF FREMONT, NEBRASKA

(WCBS 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 Morningside Road Redevelopment Area in the City of Fremont, as amended (the "Redevelopment Plan"). The Redevelopment Plan was prepared by the City in May of 2014 and was approved by the City Council of the City on July 29, 2014, pursuant to Resolution No. 2014-138. 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 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 Project Site is currently vacant and underdeveloped. The Project Site requires significant upfront costs, including site preparation, installation of public utilities and street improvements, in order to be developed. The location of the Project Site just south of the Lon D. Wright Power Plant, which produces coal dust in the area, and the significant upfront costs required to develop the Project Site, contribute to its inability to attract development. Due to the additional upfront costs required to eliminate the blighted and substandard conditions from the Project Site,
the Project is not feasible 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

WCBS, LLC (the "Redeveloper") has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the construction of an approximately 70,000 square foot warehouse, an office, and associated improvements on the Project Site. 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, architectural and engineering fees, installation and extension of public utilities, installation of streets and sidewalks, 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.

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.
EXHIBIT “A”
Legal Description of the Project Site

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

The South 380 feet of Lot 2R, Morningside North Business Park Replat, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska.
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. The CDA shall acquire the Project Site and convey it to the Redeveloper as necessary to redevelop the Project Site. The conveyance of the Project Site shall be described in greater detail in the Redevelopment Agreement and 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 70,000 square foot warehouse and office facility on undeveloped land, which will not significantly affect population density in the project area.

C. Land Coverage

The Project is anticipated to consist of construction of an approximately 70,000 square foot warehouse and office facility on the approximately 6.6 acre Project Site, which is part of a larger lot consisting of approximately 14.2 acres. 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

The Project is not anticipated to materially increase traffic to and from the Project Site. As a result, no changes in street layout or street grade are anticipated.

E. Parking

The Project will include construction a 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 is located in the Limited Industrial zoning district. Redeveloper will be responsible for obtaining any zoning, building code, or ordinance changes that are necessary for the Project.

Exhibit “B”
EXHIBIT “C”
Cost-Benefit Analysis

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

The WCBS Redevelopment Project (the “Project”) will consist of construction of an approximately 70,000 square foot warehouse, office facility 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: $184,000
   b. Estimated Completed Project Assessed Valuation: $1,995,000
   c. Estimated Tax Increment Base (b. minus a.): $1,811,000
   d. Estimated Annual Projected Tax Shift: $37,000

   *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 2.041365, which is the 2018 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 ancillary improvements. It is proposed that approximately $360,000 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, architectural and engineering fees, public utility extension and installation, installation of streets and sidewalks, 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 existing public infrastructure. The Project improvements will materially benefit other property in and around the City.

Exhibit “D”
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 is unlikely to attract development on account of its proximity to the Lon D. Wright Power Plan, the City would be unlikely to realize additional ad valorem taxes in the near future without the Project. 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 commercial buildings constructed, such as refrigeration and other equipment, 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:**

Exhibit “D”
The Project is anticipated to create additional full- and part-time jobs at the facility constructed on the Project Site, 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 __________, 2019.

______________________________
______________________________, Chairman

______________________________
______________________________, Secretary
EXHIBIT C-1

PROJECT INFORMATION

The Project will be undertaken on the real estate legally described as:

    The South 380 feet of Lot 2R, Morningside North Business Park Replat, as
    surveyed, platted and recorded in the City of Fremont, Dodge County,
    Nebraska

(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 70,000 square foot
    warehouse, office, and associated improvements.

(b) **Public Improvements.** Land acquisition, installation and extension of public
    utilities, site preparation and grading, installation of streets and sidewalks,
    energy efficiency enhancements, 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.
THE CITY COUNCIL OF THE
CITY OF FREMONT, NEBRASKA

RESOLUTION NO. 2019-072
(Redevelopment Plan for the WCBS Redevelopment Project
and Cost-Benefit Analysis)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA
APPROVING AN AMENDMENT TO THE MORNINGSIDE ROAD REDEVELOPMENT PLAN
FOR THE WCBS REDEVELOPMENT PROJECT AND A COST-BENEFIT ANALYSIS FOR THE
WCBS REDEVELOPMENT PROJECT.

WHEREAS, on May 14, 2019, the Community Development Agency of the City of Fremont
(“CDA”) via Resolution No. 2019-002 held a hearing and received evidence on the
Redevelopment Plan for a project identified as the WCBS Redevelopment Project (the “Project”),
which identified specific property in the Morningside Road Redevelopment Area in need of
redevelopment to cause the removal of blight and substandard conditions (the “Plan
Amendment”), and a related Cost-Benefit Analysis for the Project

WHEREAS, the Redevelopment Plan for the WCBS Redevelopment Project (the
“Redevelopment Plan”) has been prepared pursuant to the Nebraska Community Development
Law, codified at Neb. Rev. Stat. §§ 18-2101, et. seq. (the “Act”), in order to more particularly
describe the Project and to incorporate the Cost-Benefit Analysis for the Project into the
Redevelopment Plan, as required by Section 18-2113(2) of the Act;

WHEREAS, the Redevelopment Plan and related Cost-Benefit Analysis are attached as
Exhibit “A” and incorporated by this reference;

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 Redevelopment Plan;

WHEREAS, on May 14, 2019, 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
Redevelopment Plan and related Cost-Benefit Analysis should be approved;

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

WHEREAS, the Redevelopment Plan describes the Project and incorporates the Cost-
Benefit Analysis for the Project into the Redevelopment Plan in compliance with the Act;

WHEREAS, the 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 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 as designed and would not occur in the Redevelopment Area without the use of tax increment financing;

WHEREAS, the costs and benefits of the Project are in the long-term best interest of the community and the benefits outweigh the short-term costs of the diversion of the taxes; and

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the City Council desires to approve 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 Morningside Road Redevelopment Plan for the WCBS project and the Cost-Benefit Analysis.

DATED THIS 14th day of May, 2019.

THE CITY OF FREMONT, NEBRASKA

By: ______________________________________
    Mayor

ATTEST: __________________________
        Clerk
EXHIBIT “A”
Redevelopment Plan and Cost-Benefit Analysis

(See Attached)
Recommendation: Move to approve May 1 through May 14, 2019 claims, as well as subsequent claims due and payable before the next meeting of the City Council, and authorize checks to be drawn on the proper accounts.

Background: Council will review claims via email May 9, 2019. In addition, Staff is requesting approval by the Council to pay claims that will become due and payable (by virtue of contractual agreements or regulatory requirements) before the next City Council meeting.

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

- Direct deposit of employee payroll on May 16, 2019, and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue – sales & lodging tax collected by the City at various facilities.
- Health and dental claims paid by the City’s third-party administrator Blue Cross and Blue Shield, as well as Health care reinsurance premiums payable.
- Life and Disability (ST & LT) premiums payable to UNUM monthly
- Workers compensation claims paid by the City’s third-party administrator Tri-Star.
- Transmission and energy purchases payable to Southwest Power Pool, every Tuesday.
- Construction, transmission and energy purchases payable to Omaha Public Power District.
- Natural gas purchases from Northern Natural Gas/US Energy, BP, Cargill, Central Plains Energy Project (CPEP) and Public Energy Authority of Kentucky (PEAK).
- Coal purchases from Cloud Peak Energy Resources, Peabody coal, and freight charges to Union Pacific.
- UPS weekly invoice for shipping costs, due within ten days or late fees are incurred.

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

Fiscal Impact:  

- City/Governmental funds claims total $ 991,797.44
- Utility funds claims total $ 3,325,076.87
- Total of all claims $ 4,316,874.31
PAYMENT TYPES
Checks.................................................. Y
EFTs ...................................................... Y
ePayables ............................................... Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date ......................... 04/30/2019
All banks ................................................ A

REPORT SEQUENCE OPTIONS:
Vendor ......................................................
Bank/Vendor ........................................... X
Fund/Dept/Div ...........................................
Fund/Dept/Div/Element/Obj .........................
Proj/Fund/Dept/Div/Elm/Obj ..........................

This report is by: Bank/Vendor
Process by bank code? (Y,N) ......................... Y
Print reports in vendor name sequence? (Y,N) . Y
Calendar year for 1099 withholding .............. 2019
Disbursement year/per .............................. 2019/07
Payment date ........................................... 04/30/2019
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EXPENDITURE APPROVAL LIST

REPORT PARAMETER SELECTIONS

EAL DESCRIPTION:  EAL: 05022019 SHEETSJ

PAYMENT TYPES

Checks                     ................. Y
EFTs                      ................. Y
ePayables                 ................. Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date  ................. 05/02/2019
All banks                        ................. A

REPORT SEQUENCE OPTIONS:

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Fund/Dept/Div/Element/Obj .......... Validate cash on hand? (Y,N) ................. N
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Print reports in vendor name sequence? (Y,N) ................. Y
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Disbursement year/per ................. 2019/08
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 01 Employee Benefits

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Final Total  254,589.24  Count  213
# CITY OF FREMONT

**ELECTRONIC WITHDRAWAL LIST**

**FOR CITY COUNCIL MEETING: 5/14/19**

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**TOTAL EXPENDITURES** 1,066.02
EXPENDITURE APPROVAL LIST
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 05092019 SHEETSJ

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

VOUCHER SELECTION CRITERIA
Voucher/discount due date .................. 05/15/2019
All banks ......................................... A

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

This report is by: Bank/Vendor

Process by bank code? (Y,N) ............... Y
Print reports in vendor name sequence? (Y,N) .. Y
Calendar year for 1099 withholding .......... 2019
Disbursement year/per ....................... 2019/08
Payment date ................................. 05/15/2019
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**VENDOR TOTAL**

- **ASPHALT AND CONCRETE MATERIALS CO**: $1,102.29
- **AUTOZONE INC**: $150.39
- **AYALA, JUAN E**: $25.00
- **B & K BODY SHOP LLC**: $8,391.16
- **BLUE TO GOLD LAW ENFORCEMENT**: $193.00
- **BOMGAARS SUPPLY INC**: $127.00

**TOTAL EXPENDITURE**: $10,063.95
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Hauling fees to coalition site

PHASE II TRAFFIC SIGNAL IMPROVEMENTS PROJECT

Hauling fees to coalition site

A total of 111,223.33
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Vendor Total: 1,125.00

Bank Total: 320,906.71

Vendor Total: 186.75

General Fund: 26,804.09
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01 Employee Benefits BANK TOTAL * .00 87,467.03
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PAYMENT TYPES
- Checks: Y
- EFTs: Y
- ePayables: Y

VOUCHER SELECTION CRITERIA
- Voucher/discount due date: 04/29/2019
- All banks: A

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

This report is by: Vendor
- Process by bank code? (Y/N): Y
- Print reports in vendor name sequence? (Y,N): Y
- Calendar year for 1099 withholding: 2019
- Disbursement year/per: 2019/07
- Payment date: 04/29/2019

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Water Fund – 053
Sewer Fund – 055
Gas Fund – 057
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**GRAND TOTAL ******************** 322,159.66**
EAL DESCRIPTION:  EAL: 05022019 ANDERSEND

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EFTs ............................................... Y
ePayables ......................................... Y

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All banks ......................................... A

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

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Process by bank code? (Y,N) ............... Y
Print reports in vendor name sequence? (Y,N) ... Y
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Disbursement year/per ....................... 2019/08
Payment date ................................... 05/02/2019
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EAL DESCRIPTION: EAL: 05062019 ANDESEND

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

VOUCHER SELECTION CRITERIA
- Voucher/discount due date .................. 05/06/2019
- All banks .................. A

REPORT SEQUENCE OPTIONS:
- Vendor ........................ X
- One vendor per page? (Y,N) ............... N
- Process by bank code? (Y,N) ......... Y
- Print reports in vendor name sequence? (Y,N) .... Y
- Validate cash on hand? (Y,N) ............... N
- Validate cash on hand? (Y,N) ............... N

This report is by: Vendor
- Calendar year for 1099 withholding ............... 2019
- Disbursement year/period .................. 2019/08
- Payment date .................. 05/06/2019
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VENDOR TOTAL *  
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GRAND TOTAL ***************
Nebraska and Local Sales and Use Tax Return

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27753

Due Date: 05/20/2019

NAME AND LOCATION

DEPARTMENT OF UTILITIES
400 E MILITARY AVE
FREMONT, NE 68025-5141

NAME AND MAILING ADDRESS

DEPARTMENT OF UTILITIES
400 E MILITARY AVE
FREMONT, NE 68025-5141

☐ Check the box if your business has permanently closed, has been sold to someone else, or your permit is no longer needed. New owners must apply for their own sales tax permit.

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| 13 | BALANCE DUE (line 11 plus or minus line 12). Pay in full | 212,816.94 |

Under penalties of law, I declare that, as a taxpayer or preparer I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is correct and complete.

NE Sales & Use Tax for the month of April 2019

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EFTs Y
ePayables Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date 05/15/2019
All banks A

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

This report is by: Vendor
Process by bank code? (Y,N) Y
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2019
Disbursement year/per 2019/08
Payment date 05/15/2019
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**Total Amount:** $29,000.00
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Four and six inch gas pipe for natural gas system.
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**AS OF: 05/15/2019**  
**PAYMENT DATE: 05/15/2019**  

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- SHERWIN-WILLIAMS CO: 168.57
- SIGMA-ALDRICH INC: 116.00
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**WWTP ANAEROBIC LAGOONS AND GAS SCRUBBING SYSTEM progress payment**

**EMERGENCY SEWER REPAIR 3RD STREET**
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STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, CPA, Director of Finance
DATE: May 14, 2019
SUBJECT: Report of Treasury

Recommendation: Move to receive Report of the Treasury

Background: The City Council receives internally-produced monthly financial statements in addition to the annual audited financial statements; however, reports are not available until mid-month each quarter. This statement reports the bank account balances at the end of the prior month, and is available by the first council meeting of each month. The Council will continue to receive the monthly financial statements, but this snapshot gives the Council more timely information regarding cash reserve balances.

Fiscal Impact: None.

Please note at the bottom of the second page that the City has several CDARs investments. The Certificate of Deposit Account Registry Service (CDARS) is a program that allows the public to spread money around various banks. The purpose of CDARS is to help people who invest in certificate of deposits (CDs) to stay below the Federal Deposit Insurance Corporation (FDIC) insurance limits at any given bank. These are listed separately, as they are exclusively insured separate and apart from FDIC coverage provided at each bank. These investment amounts are not included in the totals on the worksheet.
# City of Fremont
## Report of Treasury - Cash and Investment Bank Balances
### April 30, 2019

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<th>First State Bank</th>
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<th>Cornerstone Bank, Columbus</th>
<th>NE Land National Bank, North Platte</th>
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<td>$1,750,000</td>
<td>$200,000</td>
<td>$2,000,000</td>
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<td>Sales Tax/Infrastructure fund</td>
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<tr>
<td>Sales Tax/Streets fund</td>
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<tr>
<td>Sales Tax/LB840 fund</td>
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<td>$500,000</td>
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<td>Street fund</td>
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<td>KENO fund</td>
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<td>$100,000</td>
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<td>Trust Fund</td>
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<td>Special assessment Fund</td>
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<td>Employee Benefits</td>
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<td>Work Comp</td>
<td>$750,000</td>
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<tr>
<td><strong>Total CD Investments</strong></td>
<td>$7,850,000</td>
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<td>$2,475,000</td>
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<td><strong>Total Governmental deposits</strong></td>
<td>$17,085,727</td>
<td>$8,888,839</td>
<td>$6,498,823</td>
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City of Fremont  
Report of Treasury - Cash and Investment Bank Balances  
April 30, 2019

<table>
<thead>
<tr>
<th>Account Name</th>
<th>First National Bank - Fremont</th>
<th>First State Bank</th>
<th>Pinnacle Bank of Fremont</th>
<th>Cornerstone Bank, Columbus</th>
<th>NE Land National Bank, North Platte</th>
<th>Nebraska Public Investment Trust</th>
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<tbody>
<tr>
<td>Proprietary Funds</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Checking/Money Market</td>
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<td>Combined Utilities Fund</td>
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<td>Comb Util Funds/Construction</td>
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<td>Electric Funds</td>
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<td>Water Project Bond Acct</td>
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<td>Department of Utilities</td>
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<td>Sewer Improvement</td>
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<td>Sewer Funds</td>
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<td>Total Checking/Money Market</td>
<td>$ 17,261,573</td>
<td>$ -</td>
<td>$ 674,211</td>
<td>$ 150</td>
<td>$ -</td>
<td>$ 3,063,264</td>
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<td>Electric</td>
<td>$ 2,750,000</td>
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<td>Water</td>
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<td>Sewer</td>
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<td>Gas</td>
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<tr>
<td>Total CD Investments</td>
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<td>$ 4,300,000</td>
<td>$ 1,096,000</td>
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<tr>
<td>Total Proprietary deposits</td>
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<td>$ 4,974,211</td>
<td>$ 1,096,150</td>
<td>$ -</td>
<td>$ 3,063,264</td>
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<tr>
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<td>$ 10,888,839</td>
<td>$ 11,473,034</td>
<td>$ 1,531,150</td>
<td>$ 2,000,000</td>
<td>$ 7,560,360</td>
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</tbody>
</table>

CITY CDARS CERTIFICATES
$ 11,451,394

DU CDARS CERTIFICATES
$ -

Grand total, all funds
$ 71,975,682
CITY COUNCIL MEETING
April 30, 2019
City Council Chambers 400 East Military, Fremont NE
REGULAR MEETING – 7:00 P.M.
PUBLIC COMMENT – 6:30 P.M.
AGENDA

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

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

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

PUBLIC HEARINGS:

4. Resolution 2019-060 authorizing the issuance of a conditional use permit for property located at Lake Leba Tax Lots 56, 57 and part of Tax Lot 52 in Section 21, T17N, R8E for the purposes of a private campground. Council Member Jacobus moved, seconded by Council Member Yerger to continue the item to the May 14, 2019 City Council Meeting. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Legband. Nay: Kuhns. Motion carried.

CONSENT AGENDA:
Moved by Council Member McClain seconded by Council Member Jacobus to approve items 5, 7, 8, 9, 12, 13, 16, 17, 20 and 21 of the consent agenda. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

5. Motion to approve April 10, 2019 through April 30, 2019 claims and authorize checks to be drawn on the proper accounts

7. Dispense with and approve April 9, 2019 City Council Meeting Minutes

8. Authorize Mayor to sign Deed of Reconveyance, Clark, 120 N. Somers

9. Resolution 2019-069 authorizing the Police Chief to sign the NIBRS+ Data Sharing Agreement with the State of Nebraska Crime Commission

12. Motion authorizing the City Clerk to sign Special Designated License Local Recommendation form for event for Moonshine Hole LLC dba LA Fire Proof Door Co.

13. Motion authorizing the City Clerk to sign Special Designated License Local Recommendation form for
event for Burtonian Enterprises LLC dba Tin Lizzy Tavern (staff report)

16. Resolution 2019-062 to accept the contract with CenturyLink to renew phone services contract for the city municipal building

17. Consideration of cement work license application – HMW Construction LLC

20. Resolution 2019-063 of the City Council of the City of Fremont, Nebraska, authorizing an agreement with ADA Solutions to supply Powder Activated Carbon for Lon D. Wright, Power Plant Unit 8

21. Resolution 2019-070 of the City Council of the City of Fremont, Nebraska to allow the Fremont Police Department to apply for the NDOR Occupant Protection Enforcement Mini Grant (Click It or Ticket)

ITEMS REMOVED FROM THE CONSENT AGENDA FOR SEPARATE DISCUSSION:


10. Resolution 2019-065 authorizing the Mayor to sign an Interlocal Cooperation Agreement with the City of Lincoln, Nebraska for mutual assistance. Council Member Yerger moved, seconded by Council Member Legband to approve Resolution 2019-065. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

11. Consider recommendation of the Mayor to appoint three members to the Planning Commission. Council Member Kuhns moved, seconded by Council Member Legband to approve the appointment as recommended by the Mayor. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Legband. Nays: Yerger, Jacobus. Motion carried.


15. Resolution 2019-061 accepting and awarding the proposal of CentralSquare Technologies for Cloud professional services in the amount of $17,920.00 and Annual Access Fee. Council Member Kuhns moved, seconded by Council Member Yerger to approve Resolution 2019-061. Ayes: McClain, Ellis, Kuhns, Bechtel, Jensen, Legband, Yerger, Jacobus. Motion carried.


19. Motion to approve driveway variance request at 133 N. Birchwood Drive. Council Member Yerger moved to approve the request seconded by Council Member Legband. Motion carried.

UNFINISHED BUSINESS: requires individual associated action

22. Dispense with and approve March 26, 2019 City Council Meeting Minutes. Council Member Jacobus moved, seconded by Council Member Jensen to approve the March 26, 2019 minutes. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

23. Receive supplement to investigation and report on Tech Park property acquisition. Council Member Legband moved, seconded by Council Member Kuhns to receive supplement to investigation and report on Tech Park property acquisition. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.
NEW BUSINESS: requires individual associated action


27. Ordinance 5495 Temporary Drone Zones (first reading). Council Member Kuhns moved, seconded by Council Member Jensen to introduce the Ordinance and hold first reading. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided first reading of the Ordinance.

28. Resolution 2019-067 rescinding Resolution 2019-056 and authorizing the Mayor to sign revised Interlocal Cooperation Act Agreement to create a Joint Water Management Advisory Board with certain Dodge County political subdivisions. Council Member Yerger moved, seconded by Council Member Ellis to propose approval of Resolution 2019-067 amended to indicate that two Council Members, specifically Council Members Jensen and Jacobus will participate in the Joint Management Board, the whereas statement and include the terminology in the subsequent paragraph that says that the City Council will have the authority to approve funding assignments and project costs associated with the costs to the City. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Nay: McClain. Motion carried. Council Member Yerger moved, seconded by Council Member Jacobus to approve Resolution 2019-067 as amended. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

29. Update on emergency flood measures, relief efforts, and floodplain management requirements. Council Member Yerger moved, seconded by Council Member Jacobus to receive into the record a map titled “March 2019 Flood”. Ayes: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. No additional action was taken.

30. Executive Session for FOP bargaining strategy. Moved by Council Member Jensen, seconded by Council Member Legband to go into executive session for the purpose of discussing strategy session with regard to collective bargaining and for the further reason that the executive session is necessary for the protection of the public interest. The Mayor stated a motion had been made and seconded to go into executive session for the purpose of discussing strategy session with regard to collective bargaining and for the further reason that the executive session is necessary for the protection of the public interest and asked for discussion. There being none, the Mayor stated the pending motion was to go into executive session for the purpose of discussing strategy session with regard to collective bargaining 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 there was a motion to go into executive session for the purpose of discussing strategy session with regard to collective bargaining 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 a strategy session with regard to collective bargaining. No official actions or votes will be taken during the executive session. Time in: 10:15 p.m.

Moved by Council Member Jacobus, seconded by Council Member Kuhns to come out of executive session where no official actions or votes were taken. Ayes: McClain, Ellis, Jacobus, Jensen, Yerger,
Legband, Kuhns, Bechtel. Motion carried. Time out: 10:21 p.m.

31. Adjournment. Moved by Council Member Jacobus seconded by Council Member Kuhns to adjourn the meeting. Ayes: McClain, Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Bechtel. Motion carried. Meeting adjourned at 10:22 p.m.

I, Tyler Ficken, the undersigned City Clerk, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by the members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that this meeting was preceded by publicized notice in the Fremont Tribune and the agenda, including notice of study session, were displayed in the Municipal Building and distributed to the Mayor and Council on April 26, 2019 and is open to the public; that all news media requesting notification concerning meeting and the subjects to be discussed at said meeting and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.


______________________________  ______________________________
Tyler Ficken, City Clerk                  Scott Getzschman, Mayor
TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: May 14, 2019

SUBJECT: Liquor License Manager, Jason Koubek at Murphy Express #7487.

Recommendation: 1. Move to approve Resolution 2019-073 recommending approval of new liquor license manager application of Jason Koubek of Walmart Inc., dba Murphy Express #7487, 3008 E. 23rd Ave. N., Fremont, NE.

Background: Businesses frequently request changes to their liquor license manager, which per state law, must be approved by City Council.

Fiscal Impact: none
April 24, 2019

To: CITY CLERK OF FREMONT
Email: PERMITS_LICENSEING@MURPHYUSA.COM
Manager Name: JASON KOUBEK
Licensee Name: MURPHY OIL USA INC
Licensee Trade Name (DBA): MURPHY EPRESS #7487
License Number: D-121314
Date Due: 06-10-2019

I have attached a copy of a new corporate manager application that was submitted to the Nebraska Liquor Control Commission. Please complete the following information below to indicate your recommendation. Send back to Mary Beth Olson at mary.olson@nebraska.gov or fax to (402) 471-2814. If you have questions concerning this matter, please contact our office at (402) 471-4893.

_____ APPROVED
_____ NO LOCAL RECOMMENDATION
_____ DENIED

COMMENTS: (YOU MAY ATTACH MINUTES AND/OR ADDITIONAL NOTES)

_________________________________________________________

_________________________________________________________

_________________________________________________________

Clerk Signature: ___________________________ Date: ____________

MBO

Janice M. Wiebusch
Commissioner

Bruce Bailey
Chairman

Harry Hoch
Commissioner

An Equal Opportunity Employer
MANAGER APPLICATION
INSERT - FORM 3c

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

MUST BE:
✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application
✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: MURPHY OIL USA, INC.

Premise information

Liquor License Number: 121314 Class Type D (if new application leave blank)
Premise Trade Name/DBA: MURPHY EXPRESS #7487
Premise Street Address: 3008 E 23RD AVE. N.
City: FREMONT County: DODGE Zip Code: 68025
Premise Phone Number: 402-721-1048
Premise Email address: PERMITS_LICENSING@MURPHYUSA.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

Signature REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)
Manager's information must be completed below

PLEASE PRINT CLEARLY

Last Name: Koubek  First Name: Jason  MI: R

Home Address: 6308 Starling Circle

City: Lincoln  County:  Zip Code: 68516

Home Phone Number:  Driver's License Number & State: Nebraska

Social Security Number:  Place Of Birth: Lincoln, NE

Date Of Birth:  Email address: 

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

☐ YES  ☐ NO

Spouse's information

Spouses Last Name: Fisa Koubek  First Name: Fisa  MI: M

Social Security Number:  Driver's License Number & State: Nebraska

Date Of Birth:  Place Of Birth: Columbus, NE

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

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<th>CITY &amp; STATE</th>
<th>YEAR FROM</th>
<th>YEAR TO</th>
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</thead>
<tbody>
<tr>
<td>Lincoln, NE</td>
<td>2009</td>
<td>2019</td>
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<table>
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<tr>
<th>CITY &amp; STATE</th>
<th>YEAR FROM</th>
<th>YEAR TO</th>
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<tbody>
<tr>
<td>Lincoln, NE</td>
<td>2009</td>
<td>2019</td>
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MANAGER'S LAST TWO EMPLOYERS

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<tr>
<th>YEAR</th>
<th>NAME OF EMPLOYER</th>
<th>NAME OF SUPERVISOR</th>
<th>TELEPHONE NUMBER</th>
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<tr>
<td>FROM</td>
<td>TO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td>Able II Orthotics + Prosthesis</td>
<td>Mark Piro</td>
<td>402-483-8878</td>
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<tr>
<td>2010</td>
<td>Mills Squeegee</td>
<td>Stan Mills</td>
<td>402-430-8200</td>
</tr>
</tbody>
</table>

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.
   Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual’s name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☑️ YES ☐ NO

If yes, please explain below or attach a separate page.

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>Date of Conviction (mm/yyyy)</th>
<th>Where Convicted (City &amp; State)</th>
<th>Description of Charge</th>
<th>Disposition</th>
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<tbody>
<tr>
<td>Jason Koubek</td>
<td>01-2017</td>
<td>Lincoln NE</td>
<td>Speeding ticket</td>
<td>Plea guilty</td>
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<td>Jason Koubek</td>
<td>01-2017</td>
<td>Lincoln NE</td>
<td>Speeding ticket</td>
<td>Diversion</td>
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4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: complete  Name on Certificate: Jason Koubek

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Date (mm/yyyy)</th>
<th>Name of program (attach copy of course completion certificate)</th>
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<tbody>
<tr>
<td>Jason Koubek</td>
<td>8/6-17</td>
<td>Responsible Vendor Training Program</td>
</tr>
<tr>
<td>Jason Koubek</td>
<td>8-10-17</td>
<td>Responsible Hospitality Council Management Training</td>
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<td>Jason Koubek</td>
<td>7-22-17</td>
<td>Responsible Beverage Service Training</td>
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<td>Jason Koubek</td>
<td>7-22-17</td>
<td>Lincoln Alcohol Permit</td>
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<tr>
<td>Jason Koubek</td>
<td>7-21-17</td>
<td>Restricted Shift Manager Permit</td>
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*For list of NLCC Certified Training Programs see training

Experience:

<table>
<thead>
<tr>
<th>Applicant Name / Job Title</th>
<th>Date of Employment</th>
<th>Name &amp; Location of Business:</th>
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<tbody>
<tr>
<td>Jason Koubek / Manager</td>
<td>2010-2015</td>
<td>Mills Square Inn, Lincoln, NE</td>
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<tr>
<td>Jason Koubek / Manager</td>
<td>2017-2019</td>
<td>Murphy Express, Lincoln, NE</td>
</tr>
</tbody>
</table>

5. Have you enclosed form 147 regarding fingerprints?

☐ YES  ☒ NO
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

**Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

[Signature of Manager Applicant] [Signature of Spouse]

**ACKNOWLEDGEMENT**

State of Nebraska
County of ___________________________ The foregoing instrument was acknowledged before me this

[Signature] [Date]

by ___________________________

NAME OF PERSON BEING ACKNOWLEDGED

Notary Public Signature

[Affix Seal]

GENERAL NOTARY - State of Nebraska
SHANNON R. NYNCFF
My Comm. Exp. June 30, 2021

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.
PRIVACY ACT STATEMENT / SUBMISSION OF FINGERPRINTS / PAYMENT OF FEES TO NSP-CID

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE

- Fee payment of $45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
  It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
  Or a check made payable to NSP can be mailed directly to the following address:
  ***Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License***
  The Nebraska State Patrol – CID Division
  3800 NW 12th Street
  Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
  Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
  Fingerprint cards should be submitted with the application.

 Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

Trade Name: ____________________________________________

Name of Person Bring Fingerprinted: ____________________________

Date of Birth: ________ Last 4 SSN: _______ Date fingerprints were taken: ________________________________

Location where fingerprints were taken: State Patrol office, Lincoln NE ________________________________

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

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

________________________

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV MAY 2018
I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Signature of NON-PARTICIPATING SPOUSE
Lisa Kousey

Signature of APPLICANT
Jason Kousey

Print Name
Print Name

State of Nebraska, County of Lancaster
State of Nebraska, County of Lancaster

The foregoing instrument was acknowledged before me this 16th day of April, 2019 (date)
The foregoing instrument was acknowledged before me this 22nd day of April, 2019 (date)

by Lisa Kousey
by Jason Kousey

Name of person acknowledged (Individual signing document)
Name of person acknowledged (Individual signing document)

Ericka Lohm
Ericka Lohm

Notary Public Signature
Notary Public Signature

State of Nebraska - General Notary
ERICK L. LOHM
My Commission Expires
May 10, 2021

State of Nebraska - General Notary
ERICK L. LOHM
My Commission Expires
May 10, 2021

In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.
Registrant Search Information

Registrant Detail

Name: Jason R Koubek
Party: 
Polling Place: 

Districts

<table>
<thead>
<tr>
<th>DISTRICT NAME</th>
<th>DISTRICT TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lower Platte South NRD SubD 9</td>
<td>Natural Resources District</td>
</tr>
<tr>
<td>County Judge Dist 3</td>
<td>Judge of County Court Dist.</td>
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<tr>
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<td>Judge of District Court Dist.</td>
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<tr>
<td>Lincoln Public Schools</td>
<td>School District</td>
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<tr>
<td>Southeast Com College At Large</td>
<td>Community College District</td>
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<tr>
<td>Lower Platte South NRD At Larg</td>
<td>Natural Resources District</td>
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<td>LPS School Board DIST 05</td>
<td>School Board Ward</td>
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<td>Board of Regents District 1</td>
<td>Board of Regents</td>
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<tr>
<td>City of Lincoln</td>
<td>City Council (Ward)</td>
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<td>U.S. Congressional District 1</td>
<td>U.S. Congressional District</td>
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<tr>
<td>State Board of Education Dist 1</td>
<td>State Board of Education</td>
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<tr>
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<td>Community College District</td>
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<tr>
<td>Legislative District 25</td>
<td>Legislative District</td>
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<tr>
<td>Appeals Court Judge Dist 1</td>
<td>Judge of Appeals Court Dist.</td>
</tr>
<tr>
<td>Lincoln City Council DIST 02</td>
<td>City Council (Ward)</td>
</tr>
<tr>
<td>Juv Crt Judge, Lancaster Co.</td>
<td>Judge of Juvenile Court</td>
</tr>
<tr>
<td>Mayor of Lincoln</td>
<td>Mayor</td>
</tr>
<tr>
<td>County Commissioner DIST 04</td>
<td>County Board (Commiss./Superv)</td>
</tr>
<tr>
<td>Supreme Court Judge Dist 1</td>
<td>Judge of Supreme Court Dist.</td>
</tr>
<tr>
<td>PSC District 1</td>
<td>Public Service Comm District</td>
</tr>
</tbody>
</table>

https://www.votercheck.necvr.ne.gov/VoterView/RegistrantDetail.do?id=1965117
CERTIFICATE OF COMPLETION
Responsible Vendor Training Program

THIS CERTIFIES THE FOLLOWING PERSON HAS COMPLETED THE SELLER SERVER DVD COURSE

Date Of Birth:  
Expiration Date: 06/06/2019

No: 56001:21258780

This course is a Responsible Vendor Training Program, designed to instruct you on the responsible sale of alcohol. This course meets the requirements of the Tennessee Alcoholic Beverage Commission (TABC) for responsible vendor training programs. This course does not meet TABC guidelines for certification to serve alcohol. This is not a server training course.

JASON KOUBEK
6308 STARLING CIRCLE
LINCOLN, NE  68516

I CERTIFY UNDER PENALTY OF PERJURY THAT, TO THE BEST OF MY KNOWLEDGE, THE FOREGOING IS TRUE AND CORRECT.
(PERJURY IS PUNISHABLE BY IMPRISONMENT, FINE OR BOTH)

By:

(Authorized Signature of SellerServer.com)

Only original certificates are accepted by regulatory agencies

Dear JASON KOUBEK,

You have successfully completed the Responsible Vendor Training Program.

Course Description:  Seller Server DVD Course

Here is some important data for your records:

Date Of Birth:  
Expiration Date: 06/06/2019

This course is a Responsible Vendor Training Program, designed to instruct you on the responsible sale of alcohol. This course meets the requirements of the Tennessee Alcoholic Beverage Commission (TABC) for responsible vendor training programs. This course does not meet TABC guidelines for certification to serve alcohol. This is not a server training course.

SellerServer.com
4201 FM 1980 WEST, STE. 100
HOUSTON, TX 77068
(866) 378–1587

OFFICIAL COPY

STUDENT COPY
CERTIFICATE OF COMPLETION

RESPONSIBLE HOSPITALITY TRAINING

This certificate is awarded to

Jason Kouhek

For completing the Hospitality Insighiter Training and Lincoln Server/Seller Permit Training Date August 10, 2017, Expires August 10, 2020

Signature

Date 8/10/17

Date 8/10/17
JASON RAY KOUBEK

has earned a

Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

# RB-0082951
Expires: 07-22-2020  Amount Paid: $
Certificate of Achievement
- for those who serve or sell alcohol in Nebraska

JASON RAY KOUBEK
holds a
City Alcohol permit
Permit # LNK-0082953
Permit Expires: 07-22-2020  Amount Paid: $15.00

food safety is in your HANDS
Certificate of Achievement
- for completing Food Handler Online Training

JASON RAY KOUBEK
holds a
RESTRICTED SHIFT MANAGER PERMIT
Permit # RS-1072603
Permit Expires: 07-21-2019 Amount Paid: $20.00

food safety is in your HANDS

1/2
On 04-25-2019, I was assigned the Liquor License Investigation Murphy Oil USA Inc. for the Murphy Express #7487 located in Fremont, NE. I searched for Murphy Express and it did not have any reviews with the Better Business Bureau for the Fremont location. Upon checking the names on the application, I did not see anything concerning that would prohibit Jason Koubek from being able to obtain a Liquor License for the Murphy Express #7487.

Case closed.

Investigator Drake #25
RESOLUTION NO. 2019-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA
CONSIDERING THE APPLICATION FOR NEW LIQUOR LICENSE MANAGER OF
JASON KOUBEK FOR: MURPHY OIL USA INC., DBA MURPHY EXPRESS #7487,
3008 E. 23RD AVENUE N., FREMONT, NEBRASKA.

WHEREAS, an application was filed by Jason Koubek of Murphy Oil USA Inc., dba
Murphy Express #7487, 3008 E. 23rd Avenue N., Fremont, NE for a new liquor license
manager, and,

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

The City of Fremont hereby recommends approval of the above identified
manager application.

PASSED AND APPROVED THIS 14th DAY OF MAY, 2019.

________________________________________
Scott Getzschman, Mayor

ATTEST:

________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: May 14, 2019

SUBJECT: Walk Fundraiser – Municipal Building Parking Lot & Street Closure

Recommendation: Approve Resolution 2019-074

Background: This request for use of the parking lot and street closure is from Kristin Widman who would like to hold a .5K walk to raise funds for the Fremont Area Community Foundation to help with flood relief efforts. She is seeking permission to use the municipal building parking lot and close N. C Street from Military Ave. to 8th Street as the location for the event (see map) on Saturday June 29, 2019 (July 13, 2019 as an alternate date) from 9:30 a.m. to 11:30 a.m.

Staff recommends granting the street closure and use of the parking lot.
PARKING SPACE AGREEMENT

This Parking Space Agreement (Agreement) is made and entered into on the 14th day of May 2019, by and between the City of Fremont (Owner) and Kristen Widman (Lessee) (collectively Parties).

1. RECITALS

1.1. Licensee wishes to lease public parking spaces from Owner for the following purpose(s):

1.1.1. Walk Fundraiser; and

1.2. Owner is willing to lease the following public parking space(s):

1.2.1. Parking lot at municipal building, 400 E. Military; and

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

2. DEFINITIONS

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

2.2. Parking space: means a space authorized for public parking on a public street or in a public parking lot.

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

3. SCOPE

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

3.2. No Interference With Core Utility Service Requirements. Nothing contained in this Agreement shall limit Owner’s right to use its facilities to fulfill its own public service requirements consistent with its obligations under relevant law.
3.3. Access to Right-of-Way. Owner shall grant Lessee nondiscriminatory access to its rights-of-way. This obligation extends to rights-of-way Owner owns and/or has the right to authorize the use by the Lessee. For rights-of-way to which Owner does not have the right to authorize the use by the Lessee, Lessee shall obtain such consent as is necessary from the owner of the right-of-way.

4. TERM

4.1. This Agreement shall continue in force and effect from 9:30 a.m. to 11:30 p.m. June 29, 2019 (July 13, 2019 alternate date). The agreement may be terminated by either party for cause at anytime upon 10-day written notice to the other party. The Lessee shall have a 10-day grace period to cure the cause of the default. If the cause is not cured to the satisfaction of the Owner within the grace period, the agreement shall terminate 10-days thereafter.

5. ASSIGNMENT OF RIGHTS

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

6. INDEMNIFICATION

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

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

8. INSURANCE

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

9. APPLICABLE LAW

9.1. The provisions of this Agreement are subject to the laws of the State of Nebraska.

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

Lessee: ___________________________

By: ___________________________

Name: ___________________________

Title: ___________________________

Date: ___________________________

Owner - City of Fremont

By: ___________________________

Name: ___________________________

Title: ___________________________

Date: ___________________________
RESOLUTION NO. 2019-074

A Resolution of the City Council of the City of Fremont Nebraska, approving the request of Kristin Widman to use the City’s Parking Lot at 400 E. Military Ave.

WHEREAS, Kristin Widman has requested the use of the City’s Parking Lot at 400 E. Military and closure of N. C Street from Military Ave. to 8th Street for a .5K walk on Saturday June 29, 2019 (July 13, 2019 as an alternate date) from 9:30 a.m. to 11:30 a.m.; and

WHEREAS, this resolution is contingent upon Kristin Widman providing a certificate of insurance naming the City of Fremont as additional insured.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council approve Kristin Widman to use the City’s Parking Lot at 400 E. Military Ave., and closure of N. C Street from Military Ave. to 8th Street for a .5K walk on Saturday June 29, 2019 (July 13, 2019 as an alternate date) from 9:30 a.m. to 11:30 a.m.

PASSED AND APPROVED THIS 14th DAY OF MAY, 2019

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK
TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: May 14, 2019

SUBJECT: Deed of Reconveyance completing CDBG Loan payments: Lingle 1024 E. 8th Street and Kuntz at 1350 N. Grant

Recommendation: Authorize the Mayor to sign Deeds of Reconveyance

Background: The borrowers have met the requirements of the CDBG loan, and the loans have been paid and/or forgiven.
NED Inc., 111 South 1st Street, Norfolk, NE 68701

DEED OF TRUST

THIS DEED OF TRUST is made on August 3, 2012.

The Trustor is Anton R Kuntz & Theresa S Kuntz, husband & wife, also known as Borrowers.

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

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

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

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

Lot 17, in Block 2, of Mayfair Addition to the City of Fremont, as platted and recorded, in Dodge County, Nebraska

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

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

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

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

BORROWERS AND LENDER AGREE AS FOLLOWS:

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

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

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

4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrowers a notice identifying the lien and Borrowers shall satisfy the lien within ten (10) days.
5. Borrowers shall keep the improvements on said premises insured against loss by fire and hazards, included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Lender herein. In event of loss, Lender may make proof of loss if not promptly made by Borrowers. Insurance proceeds shall be applied to restoration or repair of the property damaged, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not due.

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

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

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

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

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

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

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

12. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one (1) or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the property at any sale.

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

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

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

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

16. Borrowers understand that the property must remain the borrowers' primary residence throughout the housing rehabilitation loan period. If, at any time during the housing rehabilitation loan period, the property is no longer the borrowers' primary residence, borrowers will be declared in default of this security agreement and the Note which it secures. This includes, but is not limited to, the property becoming non-owner occupied, being vacant for a period of more than 90 days, or being converted to rental.

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

18. Borrowers request that copies of all notices provided herein be sent to Borrowers' address, which is^ 1350 North Grant, Fremont, NE 68025.

IN WITNESS WHEREOF, the Borrowers have signed this Agreement:

[Signature]
Anton R Kuntz

[Signature]
Theresa S Kuntz

STATE OF NEBRASKA
COUNTY OF DODGE

The foregoing instrument was acknowledged before me on this day of August 2012, by Anton R Kuntz & Theresa S Kuntz, husband & wife.

[Signature]
Notary Public

[Stamp] GENERAL NOTARY - State of Nebraska
KATHIE STRAND
DEED OF RECONVEYANCE

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

The indebtedness secured by the Deed of Trust executed by Anton R. Kuntz & Theresa S. Kuntz, husband and wife, as Trustor(s) to Michael T. Brogan as Trustee, for the benefit of the City of Fremont as beneficiary dated August 6, 2012, and recorded on August 13, 2012, in the Office of the Register of Deeds of Dodge County, Nebraska recorded at Document #: 201204350, has been paid, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed and delivered as confirmed by its endorsement below.

In consideration of such payment and in accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deed of Trust in the following:

Lot 17, in Block 2, of Mayfair Addition to the City of Fremont, as platted and recorded, in Dodge County, Nebraska

Dated: ________________________________ By: ________________________________

Michael T. Brogan, Trustee

STATE OF NEBRASKA     )
) ss.
COUNTY OF MADISON     )

The foregoing instrument was acknowledged before me on _________________ by Michael T. Brogan, as Trustee.

Witness my hand and seal:

Notary Public

REQUEST FOR RECONVEYANCE

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

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

STATE OF NEBRASKA     )
) ss.
COUNTY OF DODGE     )

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

Witness my hand and seal:

Notary Public
DEED OF TRUST

THIS DEED OF TRUST is made on May 17, 2018.

The Trustor is Grace M Lingle and Jason A Lingle, wife and husband, also known as Borrowers.

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

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

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

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

The West 7 feet of Lots 3 and 4 and the East 43 feet of Lots 5 and 6, Block 2 Richard and Keene’s (aka Richard and Keene’s Addition) to the City of Fremont, Dodge County, Nebraska.

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

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

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

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

BORROWERS AND LENDER AGREE AS FOLLOWS:

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

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

3. Borrowers shall pay all general real estate taxes and special assessments against the property before the same become delinquent.
4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrowers a notice identifying the lien and Borrowers shall satisfy the lien within ten (10) days.

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Borrowers understand that the property must remain the borrowers’ primary residence throughout the housing rehabilitation loan period. If, at any time during the housing rehabilitation loan period, the property is no longer the borrowers’ primary residence, borrowers will be declared in default of this security agreement and the Note which it secures. This includes, but is not limited to, the property becoming non-owner occupied, being vacant for a period of more than 90 days, or being converted to rental.

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

18. Borrowers request that copies of all notices provided herein be sent to Borrowers’ address, which is 1024 East 8th Street, Fremont, NE, 68025.

IN WITNESS WHEREOF, the Borrowers have signed this Agreement.

[Signature]
Grace M Lingle

[Signature]
Jason A Lingle

STATE OF NEBRASKA
COUNTY OF DODGE

The foregoing instrument was acknowledged before me on this 29 day of May, 2018, by Grace M Lingle and Jason A Lingle, wife and husband.

GENERAL NOTARY - State of Nebraska
LINDA S KAMP
My Comm. Exp. July 21, 2021
Notary Public
DEED OF RECONVEYANCE

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

The indebtedness secured by the Deed of Trust executed by Grace M. Lingle & Jason A. Lingle, wife and husband, as Trustor(s) to Michael T. Brogan as Trustee, for the benefit of the City of Fremont as beneficiary dated May 22, 2018, and recorded on May 25, 2018, in the Office of the Register of Deeds of Dodge County, Nebraska recorded at Document #: 201802380, has been paid, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed an delivered as confirmed by its endorsement below.

In consideration of such payment and in accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deed of Trust in the following:

The West 7 feet of Lots 3 and 4 and the East 43 feet of Lots 5 and 6, Block 2 Richard and Keene's (aka Richard and Keene's Addition) to the City of Fremont, Dodge County, Nebraska

Dated: ___________________________  By: ___________________________________________

Michael T. Brogan, Trustee

STATE OF NEBRASKA  )
 ) ss.
COUNTY OF MADISON  )

The foregoing instrument was acknowledged before me on ____________ by Michael T. Brogan, as Trustee.

Witness my hand and seal:

________________________________________
Notary Public

REQUEST FOR RECONVEYANCE

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

By: __________________________________________

Scott Getzschman, Mayor
City of Fremont, Beneficiary

STATE OF NEBRASKA  )
 ) ss.
COUNTY OF DODGE  )

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

Witness my hand and seal:

________________________________________
Notary Public
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Kim Koski, Director of Parks & Recreation
DATE: May 14, 2019
SUBJECT: Request for use of Christensen Field and Fee Waiver for Flood Fundraiser.

RECOMMENDATION: Motion to approve the requests.

Background: Ginger Rosenthal, event organizer, is requesting use of Christensen Field Indoor Horse Arena, Hog Barn, grounds and parking lots to host a country music festival to raise funds for flood relief for Dodge County.

The event would be Saturday, September 28 and Sunday, September 29, 2019. Events will include music festival, local food vendors, silent auction and a beer garden.

The event organizer will be required to follow all rules and regulations set forth by the Nebraska Liquor Commission with regards to the beer garden. The event organizer will also be required to apply for a Special Designated License to consume alcohol on City property. A drawing will be submitted to the State showing the beer garden set up. Security will be required at the beer garden. Event organizer has met with Jeff Elliott, Chief of Police, to discuss beer garden set up.

Information will be available to explain the affects the flood had on Dodge County and what can be done to move forward with the rebuilding efforts.

All other options for this event proved to be too small and the event coordinator feels Christensen Field is the ideal location for this event.

Since this is a fundraiser, the event organizer is requesting all fees be waived for use of this venue.

Both requests were approved by the park board at the May 7, 2019 meeting and forwarded on to City Council for final approval

Fiscal Impact: $2,312.50
FEE WAIVER/REDUCTION APPLICATION
FOR USE OF PARKS & RECREATION DEPARTMENT FACILITIES

Agent or Responsible Person: Ginger Rosenthal Contact #: 402 709 1434

Purpose of Event: Fundraiser for Dodge City Facility: Christensen Field
Date(s) of Event: Sept 28-29, 2019 Cost of Rental: (Please attach completed Rental Application)

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

Detailed Description of Event: Music Festival, local food & vendors in the re-building, silent auction (alcohol)

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

1. Can prove financial hardship and that the fee imposed will jeopardize the ability to carry on the activity for which the use of the facility/equipment is sought. Due to the severe damage from the War Flood, this event is not for profit. Any costs run the risk of working against the event. We are requesting a waiver of the fees because we are unable to hold alternative events that will be received.

2. Can establish that the activity for which the waiver is sought will foster or promote a program aimed at directly benefiting the City of Fremont: All proceeds will go back to Dodge County: We will work by the United Way for disaster relief efforts.

3. Can establish that all reasonable alternative facilities or equipment sources have been sought and are not available or would be unsuitable to the group or individuals seeking the waiver: I’ve researched... fields, Scribner Fairgrounds, Midland, local fields, and other Dodge County facilities. None can house this large of an event.

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

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

Applicant Signature: Ginger Rosenthal Date: 9 Apr. 2019
CHRISTENSEN FIELD

RENTAL AGREEMENT FOR USE OF PARKS & RECREATION DEPARTMENT FACILITIES

Date: April 9, 2019  Firm/Agency: Flood Aid
Agent or Responsible Person: Morgan Rosenthal  Contact #: 909-1434
Address: 529 N. Main, Suite 2  Email: CASSERAY.BLUERES@LIVE.COM
Purpose of Event: Fundraiser for Flood Victims  Anticipated Attendance: 10,000
Date(s) of Event: Sept. 28-29, 2019  Time In: SET-UP: PRI 162.50
Detailed Description of Event:  END: PRI 245.00
Marquee Message: 

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

NOTE: Main Arena is rented on Sept. 28.

The deposit is 20% of total fee or $100 minimum. The deposit is reimbursed after rental, based on a condition report. A late fee or additional fees are charged if additional items are requested after time of rental request submitted.

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

Updated December 1, 2018
The undersigned agrees to the terms and conditions set forth above and the Parks and Recreation Department acknowledges receipt of payment of rental charges as specified and dated on agreement.

S. Winter 4/9/19
L. Brunttal 9/Apr/2019
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Kim Koski, Director of Parks & Recreation

DATE: May 14, 2019

SUBJECT: Request for use of Clemmons Park by the Fremont YMCA for a group boot camp class.

RECOMMENDATION: Motion to approve the request.

Background: The Fremont YMCA has requested the use of Clemmons Park for a group boot camp class. A boot camp is a type of group physical training program designed to build strength and fitness through a variety of intense group intervals.

The class will run on Tuesdays and Thursdays, June 4 – July 25, 2019 from 5:30am – 6:15am.

City staff recommends allowing the event to begin prior to the normal operation hours of the park which is 6:00am.

This request was approved by the park board at the May 7, 2019 meeting and forwarded on to City Council for final approval.

Fiscal Impact: None.
April 25, 2019

Fremont Parks and Recreation
400 E Military Ave.
Fremont, NE 68025

To Whom It May Concern:

My name is Kristen Strickler and I am a group fitness instructor at the Fremont Family YMCA. Every summer, my fellow instructor, Sara Horner, and I run an outdoor boot camp through the YMCA for roughly eight weeks during the months of June and July. This summer we would like to request access to using Clemmons Park for our boot camp. Our camp will run June 4 – July 25, on Tuesdays and Thursdays. We would just utilize Clemmons Park on Thursday mornings from 5:30am-6:15am during the June and July duration listed above. If it is acceptable for us to use the park during this time, please contact myself at kristen.strickler@fsmail.org or Sara Horner at saraehorner@gmail.com. Thank you for your time and consideration.

Sincerely,

Kristen Strickler
Group Fitness Instructor
Fremont Family YMCA
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Kim Koski, Director of Parks & Recreation

DATE: May 14, 2019

SUBJECT: Request for use of City parks for yoga classes.

RECOMMENDATION: Motion to approve the request.

Background: Hayley Boyer, certified yoga instructor, has requested the use of City parks to host yoga classes. Classes will be open to the public. Classes will consist of one-hour-pop-up classes. Classes will tentatively be held in the early morning hours as well as in the evening around the time of sunset. Hayley will inform the parks and recreation office of specific dates/times once they are set so classes won't interfere with any other events/maintenance in the parks.

This request was approved by the park board at the May 7, 2019 meeting and forwarded on to City Council for final approval.

Fiscal Impact: None.
Good afternoon Board Members,

My name is Haley Boyer and I am a certified yoga instructor. I am writing to all of you as I am very interested in hosting yoga classes to the public at the local parks. I am seeking permission from the City of Fremont to host one-hour pop-up classes. Currently, I don’t have any specific dates or times to offer as my work schedule is different every week. However, my general plan is to host classes in the early morning hours, as well as evening hours around sunset. I have a Facebook page where I will be able to post specific dates, times and locations. I plan to charge $6.00 a person per class.

Hosting these classes would present an opportunity for people to get together and give back to themselves. My yoga classes will offer a moment for people to unwind and honor their bodies. I want to help the people of Fremont become familiar with their bodies capabilities while cultivating a peaceful environment. There is so much beauty in the parks of Fremont and I feel they would make the perfect environment to breath and relax. Thank you for taking the time to read and consider my letter.

Namaste,
Haley Boyer
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Kim Koski, Director of Parks & Recreation

DATE: May 14, 2019

SUBJECT: Request for use of Ronin Pool by the Fremont YMCA to host a FAST (Fremont Area Swim Team) swim meet on Saturday, June 8, 2019.

RECOMMENDATION: Motion to approve the request.

Background: Dian Christensen Hillis, Dillon Aquatics Center Director, has requested the use of Ronin Pool on Saturday, June 8, 2019 to host a FAST (Fremont Area Swim Team) swim meet.

The Park Board approved this request, on the condition the City receives a Certificate of Liability Insurance, at the April 2019 meeting and recommended forwarding it on to the City Council for final approval.

Fiscal Impact: None.
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Kim Koski, Director of Parks & Recreation

DATE: May 14, 2019

SUBJECT: Request for use of Ronin Pool by Fremont High School for swim team summer conditioning.

RECOMMENDATION: Motion to approve the request.

Background: Ali Granger, Fremont High School Swim Team Head Coach, has requested the use of Ronin Pool for the swim team’s summer conditioning program. The program will run Tuesdays, Wednesdays and Thursdays, from 7:30am – 9:00am, June 6 – July 25, 2019.

The swimmers will be fully supervised by FHS coaching staff at all times. FHS coaching staff are certified lifeguards and certified pool operators.

Fremont High School has provided the City of Fremont with a Certificate of Liability Insurance and all participants will be required to complete a City of Fremont waiver of liability prior to using the pool.

This request was approved by the park board at the May 7, 2019 meeting and forwarded on to City Council for final approval.

Fiscal Impact: None. This conditioning program will be held prior to swimming lessons and open swim and will not affect the daily operations of Ronin Pool.
Dear Parks Director,

The Fremont High School Swim Team would like to use Ronin Pool for our summer conditioning program which is held on Tuesday, Wednesday and Thursdays from 7:30am-9:00am June 6-July 25. There would be no conditioning on July 4th. We want to use Ronin Pool as it gets the kids outside during the summer, as well as allows them a different atmosphere for their conditioning.

There are typically 5-10 swimmers who take advantage of our morning conditioning that would be in the pool at that time. The swimmers would be supervised by me (Ali Granger) or my assistant coach Cydney Granger. We are both CPR/Lifeguard trained and would be with the swimmers at all times during conditioning.

I am hopeful we can work together to make an outdoor conditioning option available for the swimmers.

Sincerely,

Ms. Alicia Granger
Head Swim Coach
Fremont Public Schools
## Certificate of Liability Insurance

**ACORD Certificate of Liability Insurance**

**Client #: 16022**

**Fremont, NE 68026**

**Date (MM/DD/YYYY):** 4/30/2019

**Producer:**

**INSPRO Insurance**

**P.O. Box 689**

**Fremont, NE 68026**

**402 721-9707**

**Contact:**

**Allyson Perry**

**Phone:** 402-941-1925

**Fax:** 402-721-2844

**E-mail:** aperry@insproins.com

**Insured:**

**Fremont Public Schools**

**130 E 9th Street**

**Fremont, NE 68025**

**Certificate Number:**

**Certificate of Liability Insurance**

**Revision Number:**

**Coverages:**

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**Description of Operations / Locations / Vehicles (ACORD 101):**

**Certificate Holder:**

**Ronin Pool**

**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:**

**Randall J. Eikenberry**

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STAFF REPORT

TO: Mayor and City Council

FROM: David Goedeken, P.E., Director of Public Works/City Engineer

DATE: May 14, 2019

SUBJECT: Resolution to authorize Fremont Street Department to lend City owned barricades to Fremont Strong Committee for a Flood Victims Benefits event to be held at the Tin Lizzy Tavern on June 1st and 2nd

Recommendation – Approve Resolution 2019-079

Background: The City of Fremont Street Department has received a request from the Fremont Strong Committee for the use of City owned barricades for a Flood Victims Charity Event. The Committee would be responsible for picking the barricades up at the Street Department Shop and delivering the barricades back to the Street Department Shop after the Event. Past practice of the City is to allow this to occur with City Council approval.

Fiscal Impact: The City has no fiscal impact from the adoption of this Resolution.
RESOLUTION NO. 2019-079

A Resolution of the City Council of the City of Fremont, Nebraska, to provide barricades to the Fremont Strong Committee for a Flood Victims Benefit to be held at the Tin Lizzy Tavern on June 1st and 2nd.

BE IT RESOLVED: by the City Council of Fremont that:

Scott Getzschman, Mayor of the City of Fremont, Nebraska is hereby authorized to sign this resolution allowing the Fremont Street Department to lend barricades for the Fremont Strong Committee Flood Victims Benefit.

PASSED AND APPROVED THIS 14th DAY OF MAY, 2019.

_____________________________
Scott Getzschman, Mayor

ATTEST:

___________________________
Tyler Ficken
City Clerk
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jeff Elliott, Chief of Police
DATE: May 14, 2019
SUBJECT: NDOR Occupant Protection Enforcement Grant

Recommendation: Accept the grant and approve Resolution 2019-080

Background The police department was granted permission to apply for NDOR Occupant Protection Enforcement Grant (Click it or Ticket) that would provide money for overtime for selective enforcement of occupant protection violations.

The grant has been approved by the State of Nebraska Highway Safety Administrator for reimbursement for overtime costs associated with additional enforcement efforts.

Each year the State of Nebraska participates in the national “Click It or Ticket” campaign designed to increase seat belt and child restraint usage.

This grant would allow the Fremont Police to utilize funding for this campaign.

Fiscal Impact: Grant would cover up to $4,000.00 in overtime expenses
May 3, 2019

Chief Jeff Elliott
Fremont Police Department
725 N. Park Avenue
Fremont, Nebraska 68025

RE: Selective Overtime Enforcement Mini-Grant No.: 402-19-05-07

Dear Chief Elliott:

Enclosed is the signed copy of the Mini-Grant Contract between the Fremont Police Department and the NDOT Highway Safety Office. The Selective Overtime Enforcement for the Click It or Ticket Mobilization on May 20 – June 2, 2019, is approved. The CFDA# for this funding is 20.600 and the Federal Aid Identification Number (FAIN) is 69A37518300004020NE0.

Reimbursement for the activity will be paid when the terms of the Mini-Grant Contract have been satisfied. The reimbursement expenses for the overtime salaries shall not exceed $4,000.00. When submitting your reimbursement request, please include all items requested for reimbursement on the Mini-Grant Contract application form.

If you have any questions regarding the reimbursement and/or reporting procedures, please contact Traffic Safety Specialist Becky Stinson at 402/471-3880 or becky.stinson@nebraska.gov.

Very truly yours,

Mark C. Segerstrom
Highway Safety Administrator
Nebraska Department of Transportation

MCS:BS:CIOT

Enclosures
Nebraska Department of Transportation Highway Safety Office (NDOT-HSO)

SELECTIVE OVERTIME ENFORCEMENT

MINI-GRANT CONTRACT APPLICATION AND AWARD

MUST BE SUBMITTED FOR APPROVAL A MINIMUM OF 30 DAYS PRIOR TO THE START OF THE ACTIVITY

Please Type

APPLICANT: Fremont Police Department

DATE: 4-28-19

ADDRESS: 725 N. Park Ave.

CITY, STATE, ZIP: Fremont, NE 68025

E-MAIL: kurt.pafford@fremontne.gov

TELEPHONE #: 402-727-2877

FAX #: 402-727-2824

FEDERAL I.D. #: 47-6006102

Data Universal Numbering System (DUNS) #: 130194903

Commercial and Government Entity (CAGE) Code: 50155

PROJECT DESCRIPTION: The purpose of this mini-grant contract is to provide funding assistance to law enforcement agencies for selective overtime enforcement in the emphasis area of: (Check One) Occupant Protection [ ], Alcohol [ ], Speed [ ], Distracted Driving [ ], or General Traffic [ ]. The funding assistance will provide reimbursement for overtime salaries. Regular traffic enforcement activities must remain at the current level and all activities funded by this mini-grant must be above and beyond the current level of enforcement activity.

Please complete items 1 – 5 below using the definitions on the reverse side, and submit a copy of your department’s current seat belt policy and drug-free workplace policy.

1. Baseline Information:
   To participate in the National Click It or Ticket Mobilization May 20 – June 2, 2019.

2. Selective Overtime Enforcement Objective:
   To increase the statewide observed seat belt use of front seat outboard occupants in passenger vehicles 3% from the 2017 calendar base year average usage rate of 96.9% to 99.9% by December 31, 2019.

3. Selective Overtime Enforcement Activity:
   50% of the overtime enforcement, focused on traffic violations and strict seatbelt enforcement, will be conducted from 6 p.m. to 6 a.m.

4. Selective Overtime Enforcement Budget:
   See attached sheet

5. Impact Evaluation:
   See attached sheet

Within sixty (60) days from the conclusion of the activity the reimbursement request must be submitted. After sixty (60) days, reimbursements may not be honored.

The mini-grant contract is financed on a reimbursement basis. The applicant must 1) receive approval of the mini-grant contract from the NDOT-HSO; 2) incur the expenses (pay the bills); 3) request reimbursement on a Mini-Grant Contract Claim for Reimbursement (CR) located on the NDOT-HSO website at http://dot.nebraska.gov/safety/hso/grants/grant-forms/; and 4) complete the CR and attach the required supporting documentation as prescribed below.

   a) Copies of the pre- and post publicity announcing the overtime enforcement activity.
   b) Grant Funded Enforcement Activity Summary (provided with award letter).
   c) Provide the name, number of hours worked, regular and overtime hourly rates, and SFST certificate (alcohol only) for each officer.
   d) Provide the amount paid to each officer and payroll documents to substantiate each expenditure.

Acceptance of Conditions: The mini-grant contract award recipient agrees to comply with all applicable federal and state laws, rules and regulations, and certification and assurances located in Attachment A of the Grant Contract Proposal Guide and Policies and Procedures. The Guide can be found on the NDOT-HSO website at http://dot.nebraska.gov/safety/hso/grants/ . Failure to comply with these conditions may result in termination of this grant contract award. All awards are subject to availability of Federal Funding.

Chief Jeff Elliott
Print or Type Name and Title

Mark C. Sagerstrom, Administrator
Print or Type Name

Return completed form to:
NDOT - Highway Safety Office
P.O. Box 94612
Lincoln, Nebraska 68509-4612
Email: becky.stinson@nebraska.gov
Phone: (402) 471-2515
Fax: (402) 471-3865

FUNDING ASSISTANCE: The NDOT-HSO will provide reimbursement for the following expenditures:

   Overtime Salaries $ 4,100.00
   Total Reimbursement not to Exceed $ 4,100.00

Project No.: 402-19-05-07
SB: [ ] DF: [ ] RA: [ ] Contract Approval Date: 5/3/19

The Catalog of Federal Domestic Assistance (CFDA) number assigned to this Mini-Grant Contract is 20.610.

Federal Aid Identification Number (FAIN)
69A37518300004020NE0
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<th>Name</th>
<th>Hourly Rate</th>
<th>Overtime Rate</th>
<th>Number of Hrs</th>
<th>Total $</th>
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Total Amount of Overtime Budget $4,263.74

5. Impact Evaluation:

The Fremont Police Department will be evaluating the number of drivers and passengers using their seat belts throughout various parts of the City of Fremont by conducting a roadside observation survey, prior to the start of the selective enforcement period. The Department will then conduct selective overtime enforcement during the Click it or Ticket Mobilization period. During this enforcement, Officers will use a zero tolerance approach and issue citations for all seat belt violations, and in return this enforcement will increase the seat belt usage in the City of Fremont.
RESOLUTION NO. 2019-080

A Resolution of the City Council of the City of Fremont, Nebraska, to allow the Fremont Police Department to accept the award for the NDOR Occupant Protection Enforcement Mini Grant (Click It or Ticket).

WHEREAS, The best way to reduce crash injuries is seat belt usage; and,

WHEREAS, The Nebraska Department of Roads is offering a grant to cover the expense of overtime for enforcement of seat belt violations; and,

WHEREAS, The Fremont Police Department has been granted an award to cover overtime costs associated with participation in the “Click It or Ticket” campaign.

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council of the City of Fremont authorize the Fremont Police Department to accept the grant from the Nebraska Department of Roads and authorize the Fremont City Administrator to execute the grant documents.

PASSED AND APPROVED THIS 14th DAY OF MAY, 2019.

_______________________________________
Scott Getzschman, Mayor

ATTEST:

_______________________________________
Tyler Ficken, City Clerk
Background: A request has been made to the City of Fremont by a private company, Infinite 8 Institute, to consider adopting an ordinance for the establishment of Drone Zones in two (2) areas in Fremont for operation of unmanned drones, ground and air based, for the delivery of goods and services. The Ordinance would establish a one-year test period to operate the unmanned drones within the two areas. A follow up resolution will be introduced by Staff at the time of final reading of the Ordinance to establish the boundaries of the two zones. For clarification Exhibits A and B are attached to this submittal illustrating the areas being proposed.

The Ordinance will amend Chapter 5 of the Fremont Municipal Code to add Article 12 for Drone Zones. The Article establishes Licensing and Operating Procedures for the use of unmanned drones in the designated areas. The Ordinance will be in effect from June 1, 2019 through May 31, 2020. At the time of expiration the Ordinance could be brought forward again for further consideration.

Fiscal Impact: The City has no fiscal impact from the adoption of this Ordinance.
ORDINANCE NO. 5495

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, TO AMEND CHAPTER 5, OF THE FREMONT MUNICIPAL CODE OF THE CITY OF FREMONT, NEBRASKA, BY ADDING ARTICLE 12 PERTAINING TO DRONE ZONES, AND REPEALING PROVISIONS IN CONFLICT WITH SUCH AMENDMENTS; RETAINING NON-CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE OF SUCH AMENDMENTS; AND, PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA;

Article 12 Drone Zones

§5.1201 DEFINITIONS. For the purposes of this Article, the following words or phrases shall have the meanings respectively to them by this Article:

CD’s. "CD’s" means a Commercial Drone in the form of ground-based or aerial devices powered by an electric motor, for use primarily on approved private and public property for aerial applications, and sidewalks, and/or public thoroughfares, for ground applications, and is capable of:

(A) Transporting items with or without an operator directly controlling the device;

(B) Identifying and yielding to:

i. Pedestrians;

ii. Bicyclists;

iii. Motorists

iv. Other lawful users of public space; and

v. Property;

(C) Navigating public thoroughfares;

(D) Interpreting traffic signals and signs at crosswalks; and

(E) Operating with an FAA Certified Remote Pilot in Command as a designated person-in-the-loop.

CROSSWALK. "Crosswalk" means that part of a roadway at an intersection included within the lateral lines connecting sidewalks on opposite sides of the roadway.

DIRECTOR. “Director” means Director of Public Works.

DRONE ZONE. “Drone Zone” shall mean a designated municipal area of commerce, for the limited purpose and use of piloting commercial drone applications.
FAA. "FAA" means Federal Aviation Administration

OPERATOR. "Operator" means a person who is FAA Certified to control the operations of a Commercial Drone through the use of remote control and beyond-line-of-sight technology.

PEDESTRIAN. "Pedestrian" means any person afoot or who is using a wheelchair.

PUBLIC THOROUGHFARE. "Public Thoroughfare" means any street, road, alley, or paved public space that is under the jurisdiction of the City of Fremont.

sUAS. "sUAS" means Small Unmanned Aircraft Systems.

§5.1202 ESTABLISHMENT. City of Fremont shall implement a pilot program, effective June 1, 2019, through May 31, 2020, for the registration and operation of CDs in the Drone Zone. A person or entity registered under this pilot program is authorized to operate up to 5 CD’s in the Drone Zones in accordance with §5.1203.

§5.1203 REGISTRATION AND REVOCATION. An applicant who submits a complete application to the City of Fremont in accordance with this section shall be registered for the pilot program within 15 calendar days of submission.

A. All applicants shall be FAA Part 107 sUAS Certified Operators.

B. A registration for the pilot program shall be valid for one year from the date of registration, or until December 31, 2020, whichever is first.

C. A registrant shall notify the City of Fremont within 15 calendar days of any change in the information on the pilot program application as submitted.

D. The City of Fremont may revoke a registration for the pilot program if the Director determines that the registrant has violated a provision of this article.

E. To register for the pilot program, the applicant shall submit an application to the City of Fremont including:

a. The applicant’s legal name, business address, telephone number, and e-mail address;

b. A certification by the applicant that:

c. Each Operator is FAA Part 107 sUAS Certified;

d. Each CD is safe to operate in bike lanes, sidewalks, crosswalks, and public thoroughfares interconnected to sidewalks and crosswalks;

e. Each CD will comply with the requirements and limitations provided in §5.1203;

f. No more than five (5) CDs will be operated by the applicant in the Drone Zone;
g. The person signing the application has reviewed it and determined that the information provided is true and accurate; and

h. The person signing the application is authorized to sign and file the application;

i. The proposed geographic locations within the Drone Zone where the applicant intends to operate the CD’s;

j. Provide Proof of Insurance; and

k. A nonrefundable fee of $250.

§5.1204 COMMERCIAL DRONE OPERATION. Within the designated Drone Zones, a CD that is registered under §5-1203 and complies with the requirements of this section may operate in bike lanes, sidewalks, crosswalks, and public thoroughfares interconnected to sidewalks and crosswalks within the Drone Zone;

A. Shall comply with all FAA requirements for operations of Drones, and obey all traffic and pedestrian control signals and signs;

B. To operate in the Drone Zone, a CD shall:

   a. Be operated in a safe and non-hazardous manner so as not to endanger:

      i. Pedestrians and Bicyclists;

      ii. Other lawful users of public space; or

      iii. Property;

      iv. Motorists;

      v. Air Traffic;

C. Not operate above 10 miles per hour;

D. Have a gross weight of less than 55 pounds, excluding cargo;

E. Not interfere with pedestrian, bicycle, or motor vehicle traffic;

F. Yield the right-of-way to all vehicles approaching on a roadway upon entering a crosswalk to the extent necessary to safely cross the roadway, except when crossing pursuant to a crosswalk pedestrian signal, in addition to yielding to relevant air traffic;

G. Have a system that alerts the operator if a technology failure or loss of communication occurs,
and when such an alert is given, that:

i. Requires the operator to assume direct control of the CD; and

ii. If the operator is unable to assume control of the device, causes the CD to safely come to an off-roadway stop or landing; and

H. In the case of a technology failure or other circumstance that causes the CD to come to a stop in a location other than property owned by the owner of the CD, the owner of the CD shall remove the CD within 24 hours.

SECTION II. REPEAL OF CONFLICTING ORDINANCES. That the originals ordinances or parts of ordinances of the City of Fremont and sections of the Fremont Municipal Code amended herein, and all other ordinances of the City of Fremont in conflict herewith are hereby repealed.

SECTION III. PUBLICATION IN PAMPHLET FORM. This Ordinance shall be published in pamphlet form and distributed as a City Ordinance.

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

PASSED AND APPROVED THIS _____ DAY OF _____________

__________________________________________
SCOTT GETZSCHMAN, MAYOR

ATTEST:

__________________________________________
TYLER FICKEN, CITY CLERK
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: David Goedeken, P.E., Director of Public Works/City Engineer
DATE: May 14, 2019
SUBJECT: Resolution to establish Drone Zones.

Recommendation – Approve Resolution 2019-075

Background: A request has been made to the City of Fremont by a private company, Infinite 8 Institute, to consider adopting a City Policy for the establishment of Drone Zones in two (2) areas in Fremont for operation of unmanned drones, ground and air based. The intent of the use is for the delivery of goods and services. The Policy would establish a one-year test period to operate the unmanned drones within the two areas for Commercial Uses. The Resolution further clarifies the geographical areas of operations as shown in Exhibits A and B which are attached to this submittal.

The Policy applies only to Commercial Operators seeking permits to operate in the Drone Zone. The Policy does not apply to private drone enthusiasts acting in a non-commercial activity.

This Policy will be reviewed one year after adoption for further consideration or extension of Policy Period.

Fiscal Impact: The City has no fiscal impact from the adoption of this Ordinance.
Drone Zone Policy

1. DEFINITIONS. For the purposes of this Section, the following words or phrases shall have the meanings respectively to them by this Article:

   CD's. "CD's" means a Commercial Drone in the form of ground-based or aerial devices powered by an electric motor, for use primarily on approved private and public property for aerial applications, and sidewalks, and/or public thoroughfares, for ground applications, and is capable of:

   (A) Transporting items with or without an operator directly controlling the device;

   (B) Identifying and yielding to:

      a. Pedestrians;

      b. Bicyclists;

      c. Motorists

      d. Other lawful users of public space; and

      e. Property;

   (C) Navigating public thoroughfares;

   (D) Interpreting traffic signals and signs at crosswalks; and

   (E) Operating with an FAA Certified Remote Pilot in Command as a designated person-in-the-loop.

CROSSWALK. "Crosswalk" means that part of a roadway at an intersection included within the lateral lines connecting sidewalks on opposite sides of the roadway.

DIRECTOR. "Director" means Director of Public Works.

DRONE ZONE. "Drone Zone" shall mean a designated municipal area of commerce, for the limited purpose and use of piloting commercial drone applications.

FAA. "FAA" means Federal Aviation Administration

OPERATOR. "Operator" means a person who is FAA Certified to control the operations of a Commercial Drone through the use of remote control and beyond-line-of-sight technology.

PEDESTRIAN. "Pedestrian" means any person afoot or who is using a wheelchair.

PUBLIC THOROUGHFARE. "Public Thoroughfare" means any street, road, alley, or paved public space that is under the jurisdiction of the City of Fremont.
sUAS. “sUAS” means Small Unmanned Aircraft Systems.

2. ESTABLISHMENT. City of Fremont shall implement a pilot program, effective June 1, 2019, through May 31, 2020, for the registration and operation of CDs in the Drone Zone. A person or entity registered under this pilot program is authorized to operate up to 5 CD’s in the Drone Zones in accordance with Section 3.

3. REGISTRATION AND REVOCATION. An applicant who submits a complete application to the City of Fremont in accordance with this section shall be registered for the pilot program within 15 calendar days of submission.

   A. All applicants shall be FAA Part 107 sUAS Certified Operators.

   B. A registration for the pilot program shall be valid for one year from the date of registration, or until December 31, 2020, whichever is first.

   C. A registrant shall notify the City of Fremont within 15 calendar days of any change in the information on the pilot program application as submitted.

   D. The City of Fremont may revoke a registration for the pilot program if the Director determines that the registrant has violated a provision of this article.

   E. To register for the pilot program, the applicant shall submit an application to the City of Fremont including:

      a. The applicant's legal name, business address, telephone number, and e-mail address;

      b. A certification by the applicant that:

      c. Each Operator is FAA Part 107 sUAS Certified;

      d. Each CD is safe to operate in bike lanes, sidewalks, crosswalks, and public thoroughfares interconnected to sidewalks and crosswalks;

      e. Each CD will comply with the requirements and limitations provided in Section 3;

      f. No more than five (5) CDs will be operated by the applicant in the Drone Zone;

      g. The person signing the application has reviewed it and determined that the information provided is true and accurate; and

      h. The person signing the application is authorized to sign and file the application;

      i. The proposed geographic locations within the Drone Zone where the applicant intends to operate the CD’s;

      j. Provide Proof of Insurance; and
k. A nonrefundable fee of $250.

4. COMMERCIAL DRONE OPERATION. Within the designated Drone Zones, a CD that is registered under Section 3 and complies with the requirements of this section may operate in bike lanes, sidewalks, crosswalks, and public thoroughfares interconnected to sidewalks and crosswalks within the Drone Zone;

   A. Shall comply with all FAA requirements for operations of Drones, and obey all traffic and pedestrian control signals and signs;

   B. To operate in the Drone Zone, a CD shall:

      a. Be operated in a safe and non-hazardous manner so as not to endanger:

         i. Pedestrians and Bicyclists;

         ii. Other lawful users of public space; or

         iii. Property;

         iv. Motorists;

         v. Air Traffic;

   C. Not operate above 10 miles per hour;

   D. Have a gross weight of less than 55 pounds, excluding cargo;

   E. Not interfere with pedestrian, bicycle, or motor vehicle traffic;

   F. Yield the right-of-way to all vehicles approaching on a roadway upon entering a crosswalk to the extent necessary to safely cross the roadway, except when crossing pursuant to a crosswalk pedestrian signal, in addition to yielding to relevant air traffic;

   G. Have a system that alerts the operator if a technology failure or loss of communication occurs, and when such an alert is given, that:

      i. Requires the operator to assume direct control of the CD; and

      ii. If the operator is unable to assume control of the device, causes the CD to safely come to an off-roadway stop or landing; and

   H. In the case of a technology failure or other circumstance that causes the CD to come to a stop in a location other than property owned by the owner of the CD, the owner of the CD shall remove the CD within 24 hours.

5. EFFECTIVE DATE. This policy shall take effect and be in force from June 1, 2019
through May 31, 2020 and after approval of the adopting Resolution.

PASSED AND APPROVED THIS 14th DAY OF MAY 2019.

ATTEST: ______________________

TYLER FICKEN, CITY CLERK

____________________________
SCOTT GETZSCHMAN, MAYOR
RESOLUTION NO. 2019-075

A Resolution of the City Council of the City of Fremont, Nebraska, to Adopt a Temporary Drone Zone Policy and Establish Boundaries of Said Zones.

WHEREAS: The City of Fremont is establishing a Temporary Drone Zone Policy, and;

WHEREAS: the Temporary Drone Zone Policy will be in effect from June 1, 2019 through May 31, 2020, and;

WHEREAS: The Drone Zone Policy will be reviewed one year after adoption for further consideration and/or extension of Policy Period, and;

WHEREAS: the Geographical Area of the Drone Zone shall be as designated in Attachments “A” and “B”;

BE IT RESOLVED: by the City Council of Fremont that:

Scott Getzschman, Mayor of the City of Fremont, Nebraska is hereby authorized to sign City of Fremont Drone Zone Policy.

PASSED AND APPROVED THIS 14th DAY OF MAY, 2019

_____________________________
Scott Getzschman, Mayor

ATTEST:

___________________________
Tyler Ficken
City Clerk
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Lottie Mitchell, Grant Coordinator
DATE: May 14, 2019
SUBJECT: Greater Fremont Development Council Local Option Economic Development Fund Application

Recommendation: Move to approve Resolution 2019-077

Background: The City of Fremont has a Local Option Economic Development Plan (LB840) 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 then reviewed by the Local Option Review Team (LORT) and the Citizens Advisory Review Committee (CARC).

The LORT reviews the application from the standpoint of project feasibility and the potential future economic benefit to the community of Fremont. The CARC reviews the application from the standpoint of compliance with the Plan. Both committees make recommendations to the City Council. The City Council will then consider the overall benefits to the community and will have final authority on approval of the application.

Greater Fremont Development Council (GFDC) is a 501(c)6, public-private partnership founded in 1974. Their program of work includes business attraction, business retention and expansion, workforce development and preparedness, and quality of life enhancement.

GFDC has successfully created the Dodge County Investment Fund (DCIF) and spurred over $15 million dollars in capital investment towards the development of over 300 workforce housing units contributing to the quality of life factor.

GFDC has submitted an application to the LB840 fund for the purpose of creating a separate local fund under the DCIF Program to help provide gap financing and grants to developers and contractors looking to rehabilitate and develop housing for low- to moderate income persons and families.

The Local Option Economic Development Review Team (LORT) reviewed the application May 2, 2019. The LORT recommends that the City Council approve the application as submitted by GFDC.
The Citizens Advisory Review Committee reviewed the application on May 9, 2019 and determined the project complies with the Local Option Economic Development Fund Plan. The Committee recommends that the City Council approve the application.

**Fiscal Impact:** Local Option Economic Development Fund - $1,000,000.
CITY OF FREMONT, NEBRASKA
REQUEST FOR ASSISTANCE AGREEMENT

This request, is made on this ___ day of __________, 20____, by ___________, of __________________________________________ (hereinafter referred to as the “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 an 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:

   a. Applicant is within the eligibility criteria and the Project is likely to be approved by the City Council for an Local Option Development Plan Loan or Economic Enhancement Loan, and;

   b. 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 may 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 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 Applicant will hold the City harmless, and pay all costs and expenses, including attorney’s fees, in the event that any claim is 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 April, 20____.

APPLICANT

BY: Greater Fremont Development Council
Economic Enhancement Fund and
Local Option Economic Development Loan Fund Application
(Application is an Official Public Document)

PART I.

A. Business (Borrower) Information:

Name of Business to Receive Assistance: Greater Fremont Development Council

Address: 1005 E 23rd St. Suite 2

Fremont                  Ne                  68025
City                    State                        Zip

Contact Person: Garry Clark, Exec Director

Telephone No. (402) 753-8126

FAX No. (402)

Business Classification (mark one):  ____ Manufacturing  ____ Warehousing and Distribution

____ Service  ____ Research and Development

____ Administrative Management Headquarters

Federal ID #: 23-7402311

Business Organization (mark one):  ____ Proprietorship  ____ Corporation  ____ Partnership  x ____ 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 yrs old)  ____ Buyout  x ____ Existing  If existing, years in Business 45

Ownership Identification: List all officers, directors, partners, owner, co-owners and all stockholders with 20% or more of the stock.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Ownership %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill Vogeljda</td>
<td>President</td>
<td>N/A</td>
</tr>
<tr>
<td>Chris Walz</td>
<td>Vice President</td>
<td>N/A</td>
</tr>
<tr>
<td>Scott Meier</td>
<td>Treasurer</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Employment Information

Personnel: (Full-Time-Equivalent, FTE is based upon 2,080 hours per year.)

Existing Number of Full-Time Equivalent Positions: 4

Full-Time-Equivalent Positions to be Created within ________ months of Application Approval:

If Jobs Would Be Lost Without Loan Approval, Total Number of Full-Time-Equivalent Jobs Retained: __________________

What is the Average Wage for Employees? ____________________________
Please describe all benefits which the business provides to employees:

________________________________________________________________________________________________________
________________________________________________________________________________________________________
________________________________________________________________________________________________________
________________________________________________________________________________________________________
________________________________________________________________________________________________________
________________________________________________________________________________________________________
________________________________________________________________________________________________________

B. Project Information

USES 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)  __________________  1,000,000  _______________
Other (Specify)  ___________________  ____________________  _______________

Total:  1,000,000

Project Schedule:

________________________________________________________________________________________________________
________________________________________________________________________________________________________
________________________________________________________________________________________________________
________________________________________________________________________________________________________
________________________________________________________________________________________________________
________________________________________________________________________________________________________

C. SOURCES OF FUNDS:

Note: Public sources of financing require the participation of a Bank and/or an injection of equity (non-debt) funds.

Participating Lender Information:

Name of Lending Institution: ____________________________________________________________
Address:_____________________________________________________________________________
Contact Person: ___________________________ Phone (____) _____________________________
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: ___________________________________________
Project Location:

- x Within the City Limits of (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)

(1) Brief description of the business’ history.
See addendum

____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
__________________________________________________________________________________________

(2) Brief description of the proposed project. Has any part of this project been started? _____ Yes  x _____ No
See addendum

____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________

(3) Description of Impact of Project on Applicant and Community:

____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________

n/a

(4) Have you ever declared bankruptcy?  x _____ No  _____ Yes  If yes, Bankruptcy Chapter ______________
Case # ______________  Date of Deposition/Discharge ______________

(5) Are there any unsatisfied judgments against you?  x _____ No  _____ Yes
Amount per month ______________  To Whom ______________

(6) Have you defaulted on any previous loan?  x _____ No  _____ Yes  Give details ________________

(7) Are you a party to a lawsuit?  x _____ No  _____ Yes  Give details ________________

____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________

(8) n/a 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:

n/a Aging of Accounts Payable and Accounts Receivable.

(9) n/a Personal Financial Statement and resumes for each person owning 20% or more of the business.

(10) n/a Credit Report from Credit Reporting Agency. Contact your bank for information

(11) n/a Monthly cash flow analysis for the next 12 months and for new businesses, 3 months beyond the breakeven
point.

(12) n/a Indemnification Agreement

(13) n/a Tax Returns for the last two years
Once all documents have been received, the City of Fremont staff will review the application to determine 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 this application are public information and are subject to public disclosure during the application process.

Dated: April 28, 2019

Signature: [Signature]
Brief Description of GFDC History: Greater Fremont Development Council (GFDC) is a 501(c)6, public-private partnership founded in 1974 with the mission to provide leadership for Greater Fremont Area economic growth initiatives and to aggressively pursue targeted growth opportunities that will result in quality job creation and retention. We market the community to the world to bring new businesses to the Greater Fremont area, engage existing businesses to help them expand and thrive, and ensure we have a diverse workforce that meets the needs of current and future employers.

GFDC delivers services in collaboration with our partners and allies in economic development including but not limited to: City of Fremont, Fremont Department of Utilities, Dodge County Board of Supervisors, Greater Omaha Economic Development Partnership (GOEDP), Nebraska Department of Economic Development, Northeast Nebraska Economic Development District, and Fremont Area Chamber of Commerce.

Our Program of Work encompasses four areas:
1) Business Attraction
2) Business Retention and Expansion
3) Workforce Development and Preparedness
4) Quality of Life Enhancement

Quality Life - Housing Update:
In 2018, GFDC was awarded $850,000 from the Rural Workforce Housing Fund through the Nebraska Department of Economic Development. GFDC raised an additional 1,030,000 from 11 local organizations and industries, including the City of Fremont. To date - The fund has contributed $1.685 million toward 306 units of multi-family housing throughout the City of Fremont (Murray Properties and Morningside Crossing). The total capital investment from these projects will be approximately $15 million dollars.

Description of Proposed Project:
The Greater Fremont Development Council (GFDC) is proposing a separate local fund under the Dodge County Investment Fund Program to help provide gap financing and grants to developers, contractors, and homeowners looking to rehab and develop housing to help in the Flood recovery efforts in Fremont. With approximately 1400 units impacted by the recent flood, the housing stock needs have doubled in Fremont and Dodge County as a whole.

First Proposed project:
GFDC in partnership with RMD Consulting, LLC. will be moving to the final stages of application to the state’s Nebraska Affordable Housing Trust Fund dollars. The request is for $600,000 to support a Lofts @ 505 Building project in downtown Fremont. The total project with create 24 apartment units and commercial use on the main floor; the project total cost is estimated at
$3,603,000. The rental unit numbers will range from $495 to $850 for DED units (Studio to 2 bed units). As an applicant to this state fund, GFDC could utilize a portion of the requested LB840 funds to create instant housing and economic momentum in a space that has been dormant for decades. The NAHTF Grant application from NDED requires local match dollars to show a contribution to the grant requested project. This provides us with an initial project to help impact the balance of units needed in the affordable housing range.

GFDC respectfully requests $1,000,000 from the Local Option Economic Development fund to be used to incentivise additional affordable housing, rehabilitation, and recovery projects. GFDC will serve as a gap financer for local housing organizations, developers, contractors, and homeowners alike.

Addendum.LB840 Application.4.28.19.Greater Fremont Development Council

Due to existing issues of housing supply/demand as detailed in a recent Dodge County Housing Study completed by Hanna:Keelan Associates, PC of Lincoln, NE, strategies for affordable housing are an urgent need for Fremont. This need has been doubled by the recent flood issues in Fremont and Dodge County. As is the case across many communities, current economic conditions and limited availability of modern housing units is impacting the ability of Fremont to recruit and retain workforce that will ultimately spend their payrolls within our community borders. Having a housing inventory that is competitive to our nearest neighbors, i.e. Elkhorn & Omaha, is essential for growing our economic base through retention of current employers and attracting new employers and their respective workforce. The retail and service establishments of Fremont rely heavily on residential rooftops, existing and future, to sustain and prosper. Both public and private education as well as non-profits within our community will also see an impact as housing units become more plentiful and more affordable. It is absolutely vital to the future of Fremont to bring supply and cost more in line with the surrounding communities in order to stay competitive while growing our economic base and thus providing for the various public services required of a community our size.

Through the presence of a RLF and Grant, GFDC will be actively engaged with the developers interested in the community of Fremont. Having a representative organization able to react to the needs of prospective developers brings relief to the burden of public government, in particular the burden of staff to guide and solicit the interest of developers.

In turn, there will be checks and balances in place because applicants will have to stay within the guidelines of the grant. While the fund will follow standard guidelines, the flexibility of the fund might create a quicker process than the current state regulated RLF fund. The DCIF Funds are reviewed by a committee of local leaders and banking institution representatives who make recommendations for approval to the GFDC Board of Directors.

The RLF will be administered by Northeast Nebraska Economic Development District and potentially assisted by the Midwest Development Housing Fund (MHDF).
This proposed project will be a revitalization of the 505 building on Main Street in Downtown Fremont. The building is just over 30,000 sq. ft. and was originally built in 1912 for First National Bank and office spaces for professionals. Downtown is the City’s historic center, housing the Dodge County courthouse and several longstanding cultural, commercial, and civic buildings. As in city centers across the county, new commercial activity has shifted to big-box retail outlets and strip malls outside of Downtown. This transition has occurred over many years and warrants regeneration of repurposing of Downtown. Given its central location among the City’s well-established neighborhoods and its proximity to Midland University and Metropolitan Community College, Downtown is well suited to cater to residents and students, as well as regional visitors and tourists. The nature of the businesses and the types of activities and attractions must appeal to all sectors.

As of today, it has been sitting empty for almost 10 years and is becoming a major eyesore to the downtown. We believe the highest and best use would be mixed-use with workforce housing units in the upper stories and a commercial tenant on the first floor. A housing study was recently completed showing that housing in downtown should be a priority and the Downtown Revitalization Study called the 505 building a catalyst to enhancing the downtown.

We are excited for the opportunity to partner on this deal and see this building come back to life encouraging a downtown lifestyle that currently doesn’t exist. Many communities across Nebraska have seen this live, work model enhance the community. The City of Fremont is very supportive of us submitting this project knowing that Department of Economic Development recognizes the need of smart growth which takes innovation and creative solutions to address our housing shortages.

The architect Alley Poyner has put together plans for the upper housing units, and they were able to lay out a total of 24 units on floors 2-5 with a mix of studios, 1 beds & 2 beds. The units will have all new energy star rated appliances and windows with smart home features such as nest thermostats helping reduce resident utility costs. There will be on street parking and the City of Fremont owns a parking garage across the street that residents will be able to utilize.

We feel this proposal strongly meets the needs of the DED RFP based on the following criteria:

- **Adaptive Reuse** – Currently vacant downtown building that would utilize existing infrastructure
- **Energy Efficiency/Sustainability** - All new energy star appliances and windows with nest thermostats
- **Walkable Communities** – The building is in the heart of downtown encouraging live, work & play
- **Workforce Housing** – These upper story units will provide the community with affordable housing options in downtown that currently don’t exist today

The permanent financing will also be provided by USDA 538 loan program, which also requires affordability to workforce housing but allows for more favorable terms that include interest rates, loan amortization and loan to value ratios. Rent for individual units is capped at 30% of 115% area median income. Average rent for an entire project (including tenant paid utilities) cannot exceed 30% of 100% of area medium income, adjusted for family size.
DESCRIPTION OF COMMUNITY HOUSING NEED

A total of 24 new workforce rental units would be created with four of those being NAHTF units. Just recently GDFC had a Housing Study completed by Hanna Keelan Associates that identified the following:

“Households throughout Dodge County are “Cost Burdened” and/or have various “Housing Problems”, as defined by the Department of Housing and Urban Development. A cost burdened household is one paying 30 percent or more of their income on housing costs, which may include mortgage, rent, utilities, and property taxes. A household is considered to have housing problems if the housing unit is overcrowded (more than one person per room) and/or if the household lacks complete plumbing.

In 2017, an estimated 1,985 owner households in Dodge County, or 19.9 percent of all owner households, are cost burdened or have housing problems. By 2022, this number is expected to increase to 2,066 households. Currently, an estimated 1,720 renter households in Dodge County, or 32.6 percent of all renter households, are cost burdened or have housing problems. By 2022, an estimated 1,802 renter households will be of this status.

The increase in the number of cost burdened households is related to the low supply and high demand for housing in Dodge County with affordable prices. Participants of the County-Wide Housing Listening Sessions stated that the development of housing in the County, during the 1980s and 1990s, had not kept up with the local demand; the County and Communities have been playing “catch-up” ever since. Adding to the issue of cost burden are two key factors: 1) most of the new rental housing being developed, today, does not meet the affordability needs of persons and families with the greatest housing need, and 2) housing that is available for purchase or rent is either severely deteriorating or dilapidated and in extreme cases, experiencing health and safety issues such as mold, inadequate utilities, and deferred maintenance.

It will be important that all Dodge County Communities, through 2022, take an aggressive approach to developing housing for persons and families of low- to moderate-income, especially with the projected influx of employment opportunities related to the Costco chicken processing plant currently under construction. The County’s housing partners will need to plan and implement a workforce housing initiative.

It should be noted: That a Downtown Housing & Redevelopment Initiative for Fremont, directed at increasing the availability of housing opportunities in the Community’s Central Business District. Target up to 54 total units, including 18 owner and 36 rental units by 2022. The ED “Boost” scenario would increase the Downtown Fremont housing demand to an estimated 72 units, including 24 owner and 48 rental units. The rehabilitation of second story units in commercial buildings should be planned and implemented.”

The priority of the City and GFDC is to create new housing opportunities for the “missing middle”, which will help us attract and retain talent for our community to flourish. Especially as we see current employers and new companies wanting to expand in our region based on its proximity to the Omaha market. These units will help us meet that goal and keep households from being cost burdened by rents and utilities.
SOUTH FACING FACADE ON 5th STREET
RESOLUTION NO. 2019-077

A Resolution of the City Council of the City of Fremont, Nebraska, approving a Local Option Economic Development Fund grant for $1,000,000 to Greater Fremont Development Council to establish a fund to increase the City of Fremont’s and the surrounding area’s housing stock for low to moderate income individuals and families, authorizing staff to negotiate a grant agreement, and authorizing the Mayor to sign the appropriate grant transactions.

WHEREAS, the City of Fremont, Nebraska, has economic development funds in the form of Local Option Economic Development Plan for the purpose of expanding the labor market, retaining existing jobs, to attract new capital investment, to broaden the tax base, and to provide economic diversification to ensure economic stability and vitality for the City of Fremont and surrounding areas.

WHEREAS, Greater Fremont Development Council is applying for $1,000,000 grant from the City of Fremont’s Local Option Economic Development Fund to establish a fund to increase the City of Fremont’s and surrounding area’s housing stock for low to moderate income individuals and families.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont approve a Local Option Economic Development Grant for $1,000,000 to Greater Fremont Development Council to establish a revolving loan fund to increase the City of Fremont’s and surrounding area’s housing stock, authorizing staff to negotiate a grant agreement, and authorizing the Mayor to sign the appropriate grant transactions.

PASSED AND APPROVED THIS 14th DAY OF MAY, 2019.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tim Buckley, City Attorney

DATE: May 14, 2019

SUBJECT: FFRDD Dike/Levee

Recommendation: Motion to receive and record Quitclaim Deed from FFRDD

Background: The City Administrator asked the FFRDD for a Deed to convey the Dike/Levee property to the City.

The Farmland Fremont and Railroad Drainage District Board approved the Transfer of the Dike/Levee to the City.

Fiscal Impact: None
QUITCLAIM DEED

FARMLAND, FREMONT AND RAILROAD DRAINAGE DISTRICT, GRANTOR, in consideration of One Dollar and Other Valuable Consideration received from GRANTEE, CITY OF FREMONT, NEBRASKA, a municipality, quitclaims to GRANTEE, subject to easements and restrictions of record, the following-described real estate, all in Dodge County, Nebraska (as defined in R.R.S., 1943, §76-201):

Lot E of the Levee Subdivisions in Section 22 and 27, in Township 17 North of Range 8 East of the 6th P.M., in Dodge County Nebraska.

Lots "C" and "D" in the Levee Subdivision Section 22, and Lot "B" in the Levee Subdivision in Section 27 all in Township 17, Range 8, in Dodge County, Nebraska.

Lot 1 of Kelser's Addition to Inglewood in Section 27 in Township 17 North of Range 8 East of the 6th P.M.
Also Lot "A" of Levee Subdivision in said Section.

Lots 246, 247, Sub Lot "A" of Lot 221 and all of Lots 213 and 214 except that triangular portion bounded and described as follows: Beginning at the Southeast corner of said Lot 214 and running Westerly along the South line of said Lot and the South line of Lot 213 to the Southwest corner of said last named lot, thence Northerly along West line of said Lot 213, 45.6 feet, thence Southeasterly to place of beginning, all of the said numbered lots being in Inglewood Subdivision in Section 27 in Township 17 North, Range 8 East.

North 160 feet in length of Lots 50, 51, 52, 53, 54, 55 and 56 of Inglewood Subdivision in Section 26, in Township 17 North of Range 8 East as said Subdivision. NOTE: Also referred to by the Dodge County Assessor as: Tax Lots 54 and 53 in Section 26, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska.

Lots 1 and 2 of the Second Levee Subdivision in Section 26, Township 17, Range 8 East of the 6th P.M. NOTE: Also referred to by the Dodge County Assessor as: Tax Lots 41 and 42 in Section 26, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska.

Beginning in the South line of Lot 206 of Inglewood Subdivision in Section 27, Township 17, Range 8 at a point 106.3 feet East from the Southwest corner of said Lot, thence Westerly along South line of said Lot 106.3 feet to the Southwest corner aforesaid, thence Northerly along the
West line of said Lot 43 feet, thence Southeasterly to the point of beginning.
Also beginning in the East line of Lot 207 of the said Subdivision at a point 22 feet South of the
Southerly line of Inglewood Boulevard, thence Southerly along said East line to the Southeast
corner of said Lot, thence Westerly along South line of said Lot 177.1 feet, thence in a
Northwesterly direction to a point in the West line of said Lot 30 feet Northerly from the
Southwest corner of said Lot, thence Northerly along said West line 122.5 feet to the Northwest
corner of said Lot, thence Easterly along the North line of said Lot 106.3 feet, thence
Southeasterly to the place of beginning.
Also beginning in the East line of Lot 208 of said Subdivision at a point 61.3 feet South of the
Northeast corner of said Lot and running thence North along said East lot line 61.3 feet to the
Northeast corner of said Lot, thence Westerly along the North line of said Lot 177.1 feet thence
Southeasterly to the point of beginning.
Also all of Lots 210 and 211 of said Subdivision except that portion thereof bounded and
described as follows; Beginning in the East line of said Lot 211 at a point 45.6 feet North of the
Southeast corner of said Lot, thence Southerly 45.6 feet to the Southeast corner of said Lot,
thence Westerly along the South line of said Lot 211 and along South line of Lot 210, 132 feet to
the Southwest corner of said Lot 210, thence Northerly along West line of Lot 210, 91.2 feet,
thence Southeasterly to point of beginning.

FARMLAND, FREMONT AND RAILROAD
DRAINAGE DISTRICT

By
Roger Goree, President

STATE OF NEBRASKA )
COUNTY OF DODGE ) ss.

The foregoing instrument was acknowledged before me on the 25th day of April, 2019, by Roger
Goree, President of and on behalf of Farmland, Fremont and Railroad Drainage District, known to me
personally or who has provided sufficient proof of identification to me.

Notary Public

[Seal]
STAFF REPORT

TO:         Honorable Mayor and City Council
FROM:      David Goedeken, P.E., Director of Public Works/City Engineer
DATE:      May 14, 2019
SUBJECT:   Johnson Road South Pavement Improvements Project

Recommendation: Award Agreement to Civil Solutions, LLC. and approve Resolution 2019-078

Background:

On April 24, 2019 at 5:00 p.m., proposals for engineering services were accepted and opened for the Johnson Road South Pavement Improvements Project. There were ten (10) perspective engineering companies inquiring about the project and two (2) proposals were received. The Johnson Road South Pavement Improvements Project consists of a new roadway, drainage, and utility improvements of Johnson Road from Jack Sutton Drive to Morningside Road.

The project’s scope of services are professional consulting services in construction engineering and administration which includes staking, inspections, field and lab testing and traffic control assurance.

Civil Solutions, LLC has been selected as the engineering consultant based on prior experience on related projects, availability, scope of work based on hours and cost, and the lowest proposal.

Fiscal Impact:

Civil Solutions, LLC. of Omaha, Nebraska was the lowest proposal in the amount of $65,210.00 with the funds coming out of the Street Fund.
AGREEMENT FOR CONSTRUCTION ENGINEERING SERVICES

SOUTH JOHNSON ROAD
FREMONT, NE

Civil Solutions, LLC (ENGINEER) will complete the CONSTRUCTION ENGINEERING SERVICES for South Johnson Road for Fremont, NE (OWNER). The cost for this service is indicated below:

Construction Engineering Services includes, but is not limited to, the following:

- Conduct Preconstruction Conference and provide meeting minutes
- Temporary Traffic Control Assurance
- Conduct periodic progress meetings and provide meeting minutes
- Coordinate Construction Staking
- Coordination with Design Engineer and City Staff
- Construction Management (Contractor Payments, Change Orders, etc.)
- Construction Inspection/Oversight (Daily Field Reports w/ photo logs)
- Coordinate materials sampling and testing
- Final Completion and Punch List
- Project Closeout
- Provide Record Drawings and Project Documents (PDF and CAD)

ESTIMATED COST = $65,210.00

A cost breakdown showing the hourly rates is attached to this agreement. Invoices will be prepared monthly and submitted to Fremont, NE for payment.

All files and documents prepared by Civil Solutions, LLC for this project become the property of Fremont, NE.

It is estimated that construction work will commence on August 1, 2019 and may carry over until May 30, 2020. Civil Solutions is available if construction begins sooner than August 1, 2019.
This Agreement becomes Effective on May 14, 2019.

ENGINEER:      OWNER:

Daniel E. Norman
Civil Solutions, LLC  Fremont, NE
## PROPOSED HOURS AND COSTS

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<th>TASK</th>
<th>ENGINEERING HOURS</th>
<th>HOURLY RATE</th>
<th>OFFICE HOURS</th>
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<td><strong>3. Project Closeout</strong></td>
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<td>.1 Final Inspection and Punchlist</td>
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**NOTES:**

1. No additional fees (i.e., overhead, mileage, printing, etc.) will be charged above the hourly rates shown above. Civil Solutions, LLC includes those fees into our hourly rates.

2. Total Site Visits are estimated at 3 visits per week over the course of the project. Civil Solutions will only invoice for the hours incurred.
RESOLUTION NO. 2019-078

A Resolution of the City Council of the City of Fremont, Nebraska to authorize and approve the Agreement with Civil Solutions, LLC. for professional consulting services in construction engineering and administration for the Johnson Road South Pavement Improvements Project.

WHEREAS, Proposals were accepted by the 24th day of April 2019 until 5:00pm of the business day; and

WHEREAS, The City Engineer AND Public Work Director reviewed the proposals received and recommended that the agreement of Civil Solutions, LLC. be accepted for the Johnson Road South Pavement Improvements Project.

NOW THEREFORE BE IT RESOLVED:
That the Mayor and City Council accept the recommendation of the Public Works Director and approve the Agreement with Civil Solutions, LLC. for construction engineering and administration services for the Johnson Road South Pavement Improvements Project in the amount of $65,210.00.

PASSED AND APPROVED THIS 14th DAY OF MAY, 2019

_____________________________
Scott Getzschman, Mayor

ATTEST:

___________________________
Tyler Ficken, City Clerk
Recommendation – Approve Resolution 2019-076

Background: The City of Fremont will be awarding a construction project for the Airport Terminal Building and Terminal Apron in the coming one to two years. To be eligible to receive federal funds for these projects the City of Fremont is required to have a DBE Program in place. The purpose of the program is to assure a certain percentage of the proposed project is awarded to DBE businesses.

Staff has been working with the Nebraska Department of Transportation, Aviation Division, in the drafting of this Program. The Program has been advertised in the Fremont Tribune, and the Program has been available for public comment and review. The Program was reviewed and approved by the Airport Advisory Board at their April 19th Meeting.

Fiscal Impact: The City has no measurable fiscal impact from the adoption of this Resolution.
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
Fremont Municipal Airport
Fremont, Nebraska

POLICY STATEMENT

1. Definitions of Terms (26.5)
The City of Fremont, Fremont Municipal Airport, Fremont, Nebraska is hereinafter referred to as Sponsor. The terms used in this program have been adopted by the Sponsor and have the meanings as defined in 49 CFR 26.5.

2. Objectives /Policy Statement (26.1, 26.23)
The Sponsor has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Sponsor has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Sponsor to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:
1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Brain Newton, City Administrator, has been delegated as the DBE Liaison Officer. In that capacity, the DBE Liaison Officer is responsible for implementing all aspects of the DBE Program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Sponsor in its financial assistance agreements with the Department of Transportation.

The Sponsor has disseminated this policy statement to the governing board of the airport and all the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. Distribution is included in the bid specification.

______________________________________  Date: ___________________
Mayor
SUBPART A – GENERAL REQUIREMENTS

1. Objective (26.1). The objectives are found in the policy statement on page 1 of this program.


3. Definitions (26.5). The definitions are found in the policy statement on page 1 of this program.

4. Nondiscrimination Requirements (26.7). The Sponsor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the Sponsor will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

5. Record Keeping Requirements (26.11).
   Reporting to DOT: 26.11(b)
   We will report DBE participation to DOT by submitting annually through the “Uniform Report of DBE Awards or Commitments and Payments form, found in Appendix B to Part 26. We will also report the DBE Contractor firms contact information.

   Bidders List: 26.11(c)
   The Nebraska Department of Transportation Aeronautics Division, acting as agent for the Sponsor, will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement may allow use of the bidder’s list approach to calculate overall goals. The bidders list will include the name, address, DBE/non-DBE status, age, and annual gross receipts of firms.

   We will collect this information by requesting that prime bidders report the names and addresses of all firms who quote to them on subcontracts. We will collect this information using forms included in Appendix E.

6. Federal Financial Assistance Agreement. The Sponsor has signed the following assurance, applicable to all DOT-assisted contracts and their administration:

   Assurance (26.13a)
   The Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement.

**Contract Assurance (26.13b)**

We will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**END - SUBPART A**

**SUBPART B – ADMINISTRATIVE REQUIREMENTS**

1. **DBE Program Updates (26.21).** The Sponsor will receive grant(s) for airport planning or development totaling $250,000 in a Federal fiscal year. We will continue to carry this DBE Program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program approval.

The Sponsor is not eligible to receive DOT financial assistance unless DOT has approved our DBE Program and we are in compliance with it and this part. We will continue to carry our program until all funds from DOT financial assistance have been expended.

2. **Policy Statement (26.23).** The policy statement is elaborated on the first page of this program.

3. **DBE Liaison Officer (DBELO) (26.25).** We have designated the following individual as our DBE Liaison Officer:

   Name: Brian Newton, City Administrator  
   Address: 400 East Military Avenue  
   City: Fremont, Nebraska 68025  
   Telephone: (402) 727-2636  
   Email: brain.newton@fremontne.gov

In that capacity, the DBE Liaison Officer (DBELO) is responsible for implementing all aspects of the DBE program and ensuring that the Sponsor complies with all provisions of 49 CFR Part 26. The Liaison Officer is the Interim City Administration and has direct, independent access to the airport’s governing board concerning DBE program matters. The Sponsor does not have a dedicated civil rights department. The Sponsor uses the Nebraska Department of Transportation civil rights staff for guidance on matters concerning the DBE program. An organization chart displaying the DBELO’s position in the organization is found in Appendix A to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. Duties and responsibilities include the following:

   a) Gathers and reports statistical data and other information as required by DOT.  
   b) Works with others to set overall annual goals.
c) Ensures that bid notices and requests for proposals are available to DBE's in a timely manner.

d) Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.

e) Analyzes the Sponsor's progress toward goal attainment and identifies ways to improve progress.

f) Participates in pre-bid meetings.

g) Determine contractor compliance with good faith efforts.

h) Advises the governing body on DBE matters and achievement.

i) Plans and participates in DBE training seminars.

j) Participates with the legal counsel and project director to determine contractor compliance with good faith efforts.

k) Acts or will act as liaison to the Uniform Certification Process in Nebraska.

l) Maintains the Sponsor's updated directory on certified DBEs as published by the Nebraska Department of Transportation.

4. DBE Financial Institutions (26.27). It is the policy of the Sponsor to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

There are eight (8) banks in Fremont City: Bank of West, First National Bank of Omaha, First Northeast Bank of Nebraska, First State Bank & Trust Company, Great Western Bank, Lincoln FSB of Nebraska, Pinnacle Bank, and U.S. Bank National Association. Each of these banks was contacted and none are owned and controlled by socially and economically disadvantaged individuals. In addition, three statewide organizations were contacted and asked to identify institutions owned and controlled by socially and economically disadvantaged individuals in Nebraska: the Nebraska Department of Banking & Finance, the Nebraska Bankers Association, and the Nebraska Department of Transportation Minority Business Coordinator. Again, no such institutions were identified. The Sponsor will continue to search for institutions of this type within their geographical area. Information on the availability of such institutions will be available from the DBE Liaison Officer.

According to Part 26.27, the Sponsor is required to “thoroughly investigate … financial institutions … in your community.” Fremont is a city with a population of less than 27,000. It is located in a rural area with no suburbs. The city of Fremont constitutes the Sponsor’s community. The Sponsor has investigated all financial institutions within their community and thus met the requirements of Part 26.27.

The Sponsor’s community under 26.27 and the Sponsor’s market area under 26.45 are not the same areas. Due to the area’s low population density, contractors typically travel hundreds of miles to participate on DOT-assisted contracts. Therefore, the Sponsor’s market area that was used to establish their overall DBE goal is discussed in Appendix B. It would be impractical, infeasible and unreasonable for the Sponsor to use a financial institution outside of their community.

5. Required Contract Clauses (26.13b, 26.29)

Prompt Payment: We will include the following clauses in each DOT-assisted prime contract:
(a) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance no later than 30 days from receipt of payment from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

(b) In the event of noncompliance with this provision, the Sponsor may impose appropriate penalties in accordance with terms and conditions of this contract.

(c) The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor has paid for work performed by such subcontractors in accordance with this provision and contract terms.

6. Directory (26.31). The Sponsor maintains a directory prepared and furnished by the Nebraska Department of Transportation (NDOT) identifying all firms eligible to participate as DBEs. The NDOT directory is prepared using the standards and procedures conforming to 49 CFR Part 26. The directory is available from the Minority Business Coordinator, Nebraska Department of Transportation, P.O. Box 94759, Lincoln, NE 68509-4759. It is available on the Internet at:


The directory lists firms that have passed NDOT's certification process. The listing includes the firm's name, address, phone number and the type of work the firm has been certified to perform as a DBE. NDOT updates the directory at least quarterly.

7. Overconcentration and Business Development Programs (26.33) (26.35). The sponsor has not identified overconcentration of DBEs in any field of work and has not implemented a Business Development Program.

8. Business Development Programs (26.35). We have not established a business development program.

9. Monitoring and Enforcement Mechanisms (26.37). We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109. We also will consider similar action under our own legal authorities, including responsibility determinations in future contracts.

The Sponsor will provide a monitoring and enforcement mechanism to verify that the work committed to DBE's at the contract award is performed by the DBE's. This will be accomplished by the Sponsor entering into an agreement for construction observation services, which will include reviewing compliance with Labor and Civil Rights provisions in accordance with FAA AIP Sponsor Guide No. 1070 and keeping a running tally of actual payments to DBE firms for work committed to them at the time of contract award.
In the event of non-compliance with the DBE regulation by a participant in our procurement activities, the Sponsor has available several remedies to enforce the DBE requirements contained in its contract, including, but not limited to, the following:

- Breach of contract action, pursuant to the terms of the contract.
- Breach of contract action, pursuant to Nebraska Statute
  - 3-504. city airport authority
  - 3-116, 3-120, 3-125 NDA
- Other sections of Nebraska Statues that may be applicable and could be used to enforce DBE requirements include unemployment compensation fund contributors and interest due under the provisions of Nebraska Statue 48-601 to 48-669 on wages paid to individuals employed. Conditions regarding fair employment practices as contained in Nebraska Statutes 48-1101 through 48-225 and to comply with minimum wage scale and nondiscrimination as defined in Nebraska Statutes 48-1201 through 48-1277.

In addition the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

- Suspension or debarment proceedings pursuant to 49 CFR Part 26.
- Enforcement action pursuant to 49 CFR Part 31.
- Prosecution pursuant to 18 USC 1001.

**END - SUBPART B**

**SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING**

1. **Quotas (26.43).** We do not use quotas in any way in the administration of this DBE program.

2. **Overall Goals (26.45)**
   The Sponsor’s methodology to calculate the overall goal and goal calculations are attached as Appendix B and described below. This section of the program will be updated annually for each year that DOT-assisted contracts are let.

   **Method:** The following is a summary of the method we used to calculate this goal:
   We consulted with the Nebraska Department of Transportation Aeronautics Division to establish the geographical area from which we could reasonably expect ready, willing and able prime contractors and subcontractors to be obtained. After identifying the geographical area, we search the US Census Bureau's data base to obtain the total number of businesses that correspond to the NAICS code related to the prime scope of work for the project. We review the Nebraska Department of Transportation (NDOT) data base to identify the number of certified DBE’s in the geographical area with work codes similar to the NAICS codes.

   "**Step 1**" of the process (Section 26.45(c)) is base figure determination. The base figure was determined by dividing the number of DBE firms on this list by the total number of firms. See Appendix B, Step 1: Goal Setting Process for details.

   "**Step 2**" of the process (Section 26.45(d)) allows for adjustments to the base figure. We have been unable to find evidence of past discrimination and have not identified any barriers in our local market area research. In addition, the Nebraska Department of Transportation (NDOT) is not aware of past discrimination and has not identified any barriers in our local market area
research to adjust their base figure for over utilization or under utilization to warrant adjustments to their base figure. Therefore, we have not adjusted our base figure due to discrimination.

In addition, our past history of DBE participation (See Appendix B) will be considered and may be used to adjust the base figure if applicable. Information on our history will be updated for each year that DOT-assisted contracts are let.

Process: Before establishing the overall goal each year, the Sponsor will consult with the Nebraska Department of Transportation to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Sponsor’s efforts to establish a level playing field for the participation of DBEs. The Sponsor may also consult with United Minority Contractors Association of Nebraska and the Urban League of Nebraska to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Sponsor’s efforts to establish a level playing field for the participation of DBEs.

Following this consultation, Nebraska Department of Transportation Division of Aeronautics, as agent for the Sponsor, will post the airport DBE program and its overall goal on the NDOT website and mail letters to following agencies and organizations, indicating that the Sponsor is interested in obtaining relevant information regarding goal setting and goal methodology. The link to the airport’s program and its overall goal online and the list of agencies and organizations selected are available in Appendix B, under Public Participation. Each letter contained an explicit invitation to meet with the NDOT Division of Aeronautics face-to-face or via conference call (i.e., a “scheduled, direct, interactive exchange”) to discuss any questions or comments on DBE participation goal-setting.

Besides that, we will publish a notice of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at our principal office for 30 days following the date of the notice. The notice will also inform the public that the Sponsor and U.S. DOT will accept comments on the goals for 30 days from the date of the notice. The notice will be published in the legal newspaper that is used for legal notices and notifications to contractors. The notice will include addresses to which comments may be sent and addresses (including offices and websites, if applicable) where the proposal may be reviewed.

Our overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses.

The Sponsor will establish its overall goal based on one or more projects. Our overall goal will be submitted to FAA at least 30 days prior to the first solicitation for a DOT-assisted contract for a project that contains a goal, including professional services, construction, or other contracts. Unless we have received other instructions from DOT, we will establish a goal on a project basis and begin using our overall goal by the time of the first solicitation for a contract that contains a goal.

3. Failure To Meet Overall Goals (26.47)
The Sponsor will maintain an approved DBE Program and overall DBE goal. In addition, the Sponsor will maintain the DBE Program in good faith to be considered to be in compliance with this part.
If the awards and commitments shown on our Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, we will do the following in order to be regarded by the Department as implementing your DBE Program in good faith:

1. Analyze in detail the reasons for the difference between the overall goal and our awards and commitments in that fiscal year;
2. Establish specific steps and milestones to correct the problems we have identified in our analysis and to enable us to meet fully our goal for the new fiscal year;
3. The Sponsor will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years, and will make it available to FAA upon request.

4. Vehicle Manufacturers or Specialized Equipment Goals (26.49)
The Sponsor will establish project-specific goals for DBE participation in the procurement of vehicles and specialized airport equipment. The project-specific goal will be submitted to the Federal Aviation Administration for approval prior to procurement.

5. Breakout of Estimated Race-Neutral and Race-Conscious Participation (26.51 a-c)
The Sponsor’s breakout of Race-Neutral and Race-Conscious participation and details on the calculation are attached in Appendix B. The breakout participation will be updated annually for each year that DOT-assisted contracts are let.

The Sponsor will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The Sponsor uses the following race-neutral means to increase DBE participation:

1. Arranging solicitations in ways that facilitate DBE, and other small business, participation.
2. Ensuring that DBEs are notified on DOT-assisted contract lettings. This is accomplished through a mailing prepared by the Nebraska Department of Transportation Aeronautics Division.
3. Ensuring distribution of the DBE directory to potential prime contractors.

The historical data included in Appendix B summarizes the race-neutral and race-conscious DBE participation. The historical data will continually be evaluated and used to provide base line data for DOT-assisted contracts.

We will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see 26.51(f)) and we will track and report race-neutral and race-conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm’s DBE status in making the award.
6. Contract Goals (26.51) The Sponsor will use contract goals to meet any portion of the overall goal that the Sponsor does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

We will express our contract goals as a percentage of the Federal share of a DOT-assisted contract.

7. Good Faith Efforts (26.53)
Demonstration of good faith efforts (26.53a & c)
The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to 49 CFR Part 26.

The DBE Liaison Officer (identified on page 3) is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

We will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Information to be submitted (26.53b)
The Sponsor treats bidder/offerors' compliance with good faith efforts requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information within five (5) days of the bid opening:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participation;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration
Within three days of being informed by the Sponsor that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to Oliver Glass, Fremont Municipal Airport Attorney, 400 East Military Ave., Fremont, Nebraska 68025. The
reconsideration official will not have played any role in the original determination that the bidder/offeror did not make document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract (26.53f)
We will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

We will provide such written consent only if we agree, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
6. We have determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to us written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
10. Other documented good cause that we have determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.
Before transmitting to us its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor’s notice and advise us and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why we should not approve the prime contractor’s action. If required in a particular case as a matter of public necessity (e.g., safety), we may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:
The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offers, including those who qualify as a DBE. A DBE contract goal is established for this contract and is included in the bid documents. The bidders/offers shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offer will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participate; (4) written documentation of the bidder/offer's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it will participate in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts will be requested.

8. Counting DBE Participation (26.55). We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. We will not count the participation of a DBE subcontract toward a contractor’s final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

END - SUBPART C

SUBPART D – CERTIFICATION STANDARDS

1. Certification Process With Unified Certification Program. (26.61 - 26.91) A Nebraska Unified Certification Program (NUCP) agreement has been approved by the U.S. Department of Transportation. The NUCP consists of other recipients of DOT financial assistance including the Federal Highway Administration (FHWA), Federal Aviation Administration (FAA) and the Federal
Transit Authority (FTA). The Nebraska Department of Transportation Aeronautics Division is the Sponsor’s representative on the NUCP.

Process
For information about the NUCP certification process or to apply for certification, firms should contact:

Minority Business Coordinator, Nebraska Department of Transportation
P.O. Box 94759, Lincoln, NE 68509-4759.

Our certification application forms and documentation requirements are found in Attachment D to this program

END - SUBPART D

SUBPART E – CERTIFICATION PROCEDURES
1. Unified Certification Programs. (26.81). The sponsor accepts the certification procedures adopted by the NUCP for DBE contractors. The NUCP uses the certification standards of Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. If a contractor is certified on NUCP’s current list, that contractor will be acceptable to the sponsor.

Recertifications
The NUCP is responsible for all recertifications. The NUCP reviews the eligibility of DBE’s to make sure that they will meet the standards of Subpart E of Part 26. The NUCP completes this review no later than three years from the most recent certification date of each firm.

For firms that have been certified or reviewed and found eligible under Part 26, the NUCP will review their eligibility at least every ten years. The components of these reviews will be determined on a case-by-case basis.

"No Change" Affidavits and Notices of Change
The NUCP requires all DBEs to inform them with a sworn and notarized affidavit affirming that there have been no changes in the firm’s circumstances affecting its ability to meet size, disadvantaged status, ownership or control eligibility requirements of 49 CFR Part 26 or of any material changes in the information provided with the DBE’s application for certification, except for changes of which the firm has already informed the Office. The disadvantaged owners of the DBE firms are also required to provide a Personal Financial Statement and copies of their most recent personal and company Federal Income Tax Returns.

The NDOT decisions to deny a firm DBE certification are administratively final on the day of the decision. There are no provisions for appeal of a decision to deny DBE certification to NDOT. A firm denied DBE certification by NDOT may make a formal appeal of the decision to DOT.

In the event it is proposed to remove a DBE’s certification, an investigation or audit by NDOT DBE Office will be conducted. If the results reveal undisclosed or erroneous information which affects a firm’s DBE eligibility status, the firm will be notified in writing by certified mail. The notice will
cite the undisclosed or erroneous information, and the firm will be given 15 days from the date of the notice to respond in writing. The response must contain information sufficient to permit an evaluation of eligibility.

The DBE Office will investigate and evaluate all available information. If the firm's eligibility status remains in question; the Office will present their recommendation to an appointed Committee. The Committee will then evaluate the available information and make a determination.

If the determination is that the firm should be decertified, the DBE Office will send the firm and Intent to Decertify Letter within five (5) days of the determination stating the reasons(s) for the determination.

After a firm is notified of the Intent to Decertify, the firm has the opportunity to request an informal hearing. A request for a hearing must be made within 15 days of the date of the intent to Decertify Letter. If no timely request for a hearing is made, the DBE firm's certification will be revoked the day the decision is administratively final on the 16th day after the letter.

5. Certification Appeals (26.89).
Any firm or complainant may appeal a decision in a certification matter to DOT. Such appeals may be sent to:

US Department of Transportation
Departmental Office of Civil Rights
External Civil Rights Program Division (S-33)
1200 New Jersey Ave., S.E.
Washington, DC 20590
Phone: 202-366-4754
FAX: 202-366-5575

A firm will remain eligible as a DBE during the pendency of the proceedings to remove its eligibility and until the date of the issuance of the notice.

We will promptly implement any DOT certification appeal decisions affecting the eligibility of the DBEs.

END - SUBPART E

SUBPART F – COMPLIANCE AND ENFORCEMENT
1. Information, Compliance, Cooperation (26.109).
We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law. Notwithstanding any provision of Federal or state law, we will not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting information. However, we will transmit this information to DOT in any certification appeal proceeding under § 26.89 of this part or to any other state to which the individual's firm has applied for certification under § 26.85 of this part.

Monitoring Payments to DBEs
We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Sponsor or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will keep a tally of actual payments to DBE firms for work committed to them at the time of contract award. We will require prime contractors to submit information on actual payments made to DBE subcontractors. We will require DBE subcontractors to certify that they have received these payments. If there is a discrepancy in the prime and subcontractor reports, we will perform audits of contract payments to DBEs. The purpose of the audits will be to review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participations.

END - SUBPART F

SUBPART G – FOSTERING SMALL BUSINESS PARTICIPATION
See Appendix C
END - SUBPART G
ATTACHMENTS

Appendix A  Organizational Chart
Appendix B  DBE Goal Methodology
Appendix C  Fostering Small Business
Appendix D  Regulations, State Directory, Certification Application & Unified Certification Program
Appendix E  Bidder’s List Collection Form
Appendix F  DBE Monitoring and Enforcement Mechanisms
Appendix G  Demonstration of Good Faith Efforts
Appendix H  49 CFR Part 26, Appendix A
Appendix A
Organizational Chart

Brian Newton, the City Administrator, is the designated Liaison Officer. Thus, Mr. Newton, has frequent contact and direct independent access to the Mayor and Airport Advisory Board.
Appendix B  
DBE Goal Methodology  
For FY 2019, 2020, 2021

Airports: Fremont Municipal Airport, Fremont, Nebraska  

Sponsor: The City of Fremont  

Goal Period: Fiscal Years 2019, 2020, 2021; October 1, 2018 through September 30, 2021  

Anticipated DOT-Assisted Contracts:  

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Contract Type</th>
<th>Contract Amount</th>
<th>DBE Amount</th>
<th>Total DBE Participation</th>
<th>Race Neutral</th>
<th>Race Conscious</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2019</td>
<td>Consulting/Engineering Services – Pavement</td>
<td>$168,000</td>
<td>$0</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>FY2019</td>
<td>Construction – Pavement</td>
<td>$1,468,000</td>
<td>$115,238</td>
<td>7.85%</td>
<td>3.0%</td>
<td>4.85%</td>
</tr>
<tr>
<td>FY2020</td>
<td>No Contracts</td>
<td>$0</td>
<td>$0</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>FY2021</td>
<td>Consulting/Engineering Services – Building</td>
<td>$285,000</td>
<td>$0</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>FY2021</td>
<td>Construction – Building</td>
<td>$815,000</td>
<td>$3,097</td>
<td>0.38%</td>
<td>0%</td>
<td>0.38%</td>
</tr>
<tr>
<td>TOTAL FY2019</td>
<td></td>
<td>$1,636,000</td>
<td>$118,335</td>
<td>4.33%</td>
<td>3.0%</td>
<td>1.33%</td>
</tr>
</tbody>
</table>

The Sponsor's overall 3-year DBE goal is: 4.33%  
On DOT assisted contracts, the goal is to expend 4.33% of the Federal financial assistance on DBE's.  
It is anticipated that our overall DBE goal will be achieved through 3.0% race-neutral participation and 1.33% being achieved through race-conscious participation.  

Total amount to be expended on DBE's: $118,335  
The following is a summary of our DBE expenditures for each fiscal year by contract:  

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Contract Type</th>
<th>Contract Amount</th>
<th>DBE Amount</th>
<th>Total DBE Participation</th>
<th>Race Neutral</th>
<th>Race Conscious</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>Consulting/Engineering Services – Pavement</td>
<td>$168,000</td>
<td>$0</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>2019</td>
<td>Construction – Pavement</td>
<td>$1,468,000</td>
<td>$115,238</td>
<td>7.85%</td>
<td>3.0%</td>
<td>4.85%</td>
</tr>
<tr>
<td>2020</td>
<td>No Contracts</td>
<td>$0</td>
<td>$0</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>2021</td>
<td>Consulting/Engineering Services – Building</td>
<td>$285,000</td>
<td>$0</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>2021</td>
<td>Construction – Building</td>
<td>$815,000</td>
<td>$3,097</td>
<td>0.38%</td>
<td>0%</td>
<td>0.38%</td>
</tr>
<tr>
<td>FY2019, 2020 &amp; 2021 TOTALS</td>
<td></td>
<td>$2,736,000</td>
<td>$118,335</td>
<td>4.33%</td>
<td>3.0%</td>
<td>1.33%</td>
</tr>
</tbody>
</table>

Step 1: Goal Setting Process (26.45 c)  
The goal was calculated using the method described in our DBE program. We selected the following geographical areas (counties) that will be used to seek contractors for the projects during the various years.  
The specific geographical areas were selected based on information from Nebraska Department of Transportation Aeronautics Division. Specifically, we selected those contractors within the following Counties for the projects for the various years:
In addition to construction contracts, we anticipate contracts for consulting/engineering services. In establishing DBE participation by DBE consulting/engineering firms, we were unable to locate certified DBE’s that provide consulting/engineering services. Based on our past experience and information from the Nebraska Department of Transportation Aeronautics Division, we anticipate 4 to 6 consulting/engineering firms submitting qualification packets for providing services at our airport. It should be noted that our engineering selection will be a qualification based selection and we do not anticipate DBE consulting/engineering firms submitting qualifications during the selection process. Therefore, during this 3-year period, we anticipate no DBE participation on consulting/engineering services contracts. We will continually review/evaluate DBE participation by consulting/engineering firms and update as necessary.

**FY2019**

We anticipate one contract for new pavement consulting/engineering services in the total amount of $168,000 and we anticipate no DBE participation on consulting/engineering services contracts, as previously discussed. The DBE participation for consulting/engineering service contracts is calculated as follows:

\[
\text{FY2019 Engineering Services – New Pavement Contract Goal} \\
(0 \text{ DBE Firms/ 6 total firms}) = 0\% \text{ DBE Participation for Consulting/Engineering Services} \\
0\% \times \$168,000 \text{ Contract Amount} = \$0 \text{ DBE Participation for Consulting/Engineering Services}
\]

We anticipate a prime contract for the major work item that involves new pavement. We identified 87 firms in our selected geographical area from the US Census Bureau that included NACIS codes 23731-Highways, Streets, Bridge, and 237990-Other Heavy and Civil Engineering Construction. In addition, we identified 5 certified DBE’s in our selected geographical area with NDOT categories D3-Concrete Flatwork, and D12-Traffic Control. The DBE participation for this contract is calculated as follows:

\[
\text{FY2019 New Pavement Construction Contract Goal} \\
(5 \text{ DBE Firms/ 87 total firms}) = 5.75\% \text{ DBE Participation for Construction Contract} \\
5.75\% \times \$1,468,000 \text{ Contract Amount} = \$84,410 \text{ DBE Participation for Construction Contract}
\]

Based on the above discussions, our overall FY2019 DBE goal is as follows:

\[
\text{FY2019 Overall DBE Goal} \\
\$84,410 \text{ Total DBE Participation} / \$1,636,000 \text{ Total Contract Amount} = 5.16\% \text{ DBE Participation for FY2019}
\]

**FY2020**

We are anticipating no projects or federal grants during FY2020; therefore, our DBE participation is zero (0).

\[
\text{FY2020 No Projects} \\
(0 \text{ DBE Firms/ 0 total firms}) = 0\% \text{ DBE Participation} \\
0\% \times \$0 \text{ Contract Amount} = \$0 \text{ DBE Participation}
\]

\[
\text{FY2020 Overall DBE Goal} \\
\$0 \text{ Total DBE Participation} / \$0 \text{ Total Contract Amount} = 0\% \text{ DBE Participation for FY2020}
\]

**FY2021**

We anticipate one contract for building construction consulting/engineering services in the total amount of $285,000 and we anticipate no DBE participation on consulting/engineering services contracts, as previously discussed. The DBE participation for consulting/engineering service contracts is calculated as follows:

\[
\text{FY2021 No Projects} \\
(0 \text{ DBE Firms/ 0 total firms}) = 0\% \text{ DBE Participation} \\
0\% \times \$0 \text{ Contract Amount} = \$0 \text{ DBE Participation}
\]

\[
\text{FY2021 Overall DBE Goal} \\
\$0 \text{ Total DBE Participation} / \$0 \text{ Total Contract Amount} = 0\% \text{ DBE Participation for FY2021}
\]
FY2021 Engineering Services – New Building Contract Goal
(0 DBE Firms/ 6 total firms) = 0% DBE Participation for Consulting/Engineering Services
0% x $285,000 Contract Amount = $0 DBE Participation for Consulting/Engineering Services

We anticipate a prime contract for the major work item that involves building construction. We identified 262 firms in our selected geographical area from the US Census Bureau that holds NACIS code 2362-Nonresidential Building Construction. In addition, we identified 1 certified DBE’s in our selected geographical area with NDOT category D12-Traffic Control. The DBE participation for this contract is calculated as follows:

FY2021 New Building Construction Contract Goal
(1 DBE Firms/ 262 total firms) = 0.38% DBE Participation for Construction Contract
0.38% x $815,000 Contract Amount = $3,097 DBE Participation for Construction Contract

Based on the above discussions, our overall FY2021 DBE goal is as follows:

FY2021 Overall DBE Goal
$3,097 Total DBE Participation / $1,100,000 Total Contract Amount = 0.28% DBE Participation for FY2021

Summary of FY2019, 2020 and 2021 DBE Participation
The following is a summary of our anticipated work with DBE participation by fiscal year:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Contract type</th>
<th>Contract Amount</th>
<th>DBE Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>Consulting/Engineering Services – Pavement</td>
<td>$168,000</td>
<td>$0</td>
</tr>
<tr>
<td>2019</td>
<td>Construction – Pavement</td>
<td>$1,468,000</td>
<td>$84,410</td>
</tr>
<tr>
<td>2020</td>
<td>No Contracts</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>2021</td>
<td>Consulting/Engineering Services – Building</td>
<td>$285,000</td>
<td>$0</td>
</tr>
<tr>
<td>2021</td>
<td>Construction – Building</td>
<td>$815,000</td>
<td>$3,097</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td><strong>$2,736,000</strong></td>
<td><strong>$87,507</strong></td>
</tr>
</tbody>
</table>

The calculation for our 3-year base figure is as follows:

($87,507 Total DBE Contract Amount)/ ($2,736,000 Total Contract Amount) = 3.20%

Step 2: Adjustments to Base Figure (26.45(d))
Our historical data is summarized as follows:

<table>
<thead>
<tr>
<th>FY</th>
<th>AIP Project</th>
<th>Description of Work</th>
<th>CONTRACT GOAL</th>
<th>CONTRACT ACHIEVE</th>
<th>GOAL ACHIEVE</th>
<th>ACHIEVE Over/Under Achieved</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Race Neutral</td>
<td>Race Cons.</td>
<td>Race Neutral</td>
<td>Race Cons.</td>
</tr>
<tr>
<td>88</td>
<td>01</td>
<td>Electrical – PAPI</td>
<td>0%</td>
<td>10.0%</td>
<td>0%</td>
<td>10.0%</td>
</tr>
<tr>
<td>90</td>
<td>02</td>
<td>Land Purchase</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>92</td>
<td>03</td>
<td>Paving</td>
<td>0%</td>
<td>11.0%</td>
<td>5.0%</td>
<td>11.0%</td>
</tr>
<tr>
<td>93</td>
<td>04</td>
<td>Paving, Electrical</td>
<td>**</td>
<td>**</td>
<td>**</td>
<td>**</td>
</tr>
<tr>
<td>97</td>
<td>05</td>
<td>Seal Coat</td>
<td>*</td>
<td>*</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>03</td>
<td>06</td>
<td>Seal Coat, ALP</td>
<td>0%</td>
<td>7.1%</td>
<td>7.6%</td>
<td>7.1%</td>
</tr>
<tr>
<td>04</td>
<td>07</td>
<td>Pavement Rehab</td>
<td>*</td>
<td>*</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>07</td>
<td>08</td>
<td>Electrical, Marking</td>
<td>*</td>
<td>*</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>09</td>
<td>09</td>
<td>Land</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>10</td>
<td>10</td>
<td>Pavement Rehab</td>
<td>0%</td>
<td>5.0%</td>
<td>2.4%</td>
<td>5.0%</td>
</tr>
<tr>
<td>10</td>
<td>11</td>
<td>Airport Layout Plan</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

DBE Summary for FY16-17-18 three year plan
- - -

The following is summary by FY
16 - No Project
17 - No Project
18 - No Project
* Indicates Goal Not Required
** Indicates no DBE records available (12-2006).
Based on our history over the past 10 years (FY2008 through FY2018), our overall DBE achievements is 7.4%. Thus our median DBE achievement percentage is 7.4%. Using our previous 10 year median DBE achievement percentage of 7.4%, we added 7.4% (median) to our previously determined base figure (3.2%) and divided by 2 to obtain an average of 5.3%, which is a 2.1% increase of our previously determined base figure (i.e., 3.2%). Therefore, we intend adjust all our previously determined contract goals with a 2.1% increase.

**FY2019 Contract Goals With Historical Data Adjustment**

Based on the above discussions, our overall adjusted FY2019 DBE goal is as follows:

**FY2019 Consulting/Engineering Services – New Pavement Contract Goal**

With Historical Data Adjustment

- Original DBE Participation for Engineering Services = 0%
- DBE Participation for Engineering Services With Historical Data Adjustment = 0%
- 0% x $168,000 Contract Amount = $0 DBE Participation for Engineering Services

**FY2019 New Pavement Construction Contract Goal**

With Historical Data Adjustment

- Original DBE Participation for Construction Contract = 5.75%
- DBE Participation for Construction Contract With Historical Data Adjustment = 7.85%
- 7.85% x $1,468,000 Contract Amount = $115,238 DBE Participation for Construction Contract

**FY2019 Overall DBE Goal**

With Historical Data Adjustment

- $115,238 Total DBE Participation / $1,636,000 Total Contract Amount = 7.04% DBE Participation for FY2019

**FY2020 Contract Goals With Historical Data Adjustment**

Based on the above discussions (i.e., Goal Setting Process and Historical Adjustment), we will not apply the historical data adjustment to FY2020 because we do not anticipate having any contracts during this fiscal year.

**FY2021 Contract Goals With Historical Data Adjustment**

Based on the above discussions, our overall FY2021 DBE goal should be adjusted. However, due to the fact that the actual FY2021 DBE goal (0.38%) is lower than the intended adjustment (2.1%), No adjustment to the previous contract goal is needed, as follows:

**FY2021 Consulting/Engineering Services – New Building Contract Goal**

With Historical Data Adjustment

- Original DBE Participation for Engineering Services = 0%
- DBE Participation for Engineering Services With Historical Data Adjustment = 0%
- 0% x $285,000 Contract Amount = $0 DBE Participation for Engineering Services

**FY2021 New Building Construction Contract Goal**

With Historical Data Adjustment

- Original DBE Participation for Construction Contract = 0.38%
- DBE Participation for Construction Contract With Historical Data Adjustment = 0.38%
- 0.38% x $815,000 Contract Amount = $3,097 DBE Participation for Construction Contract

**FY2021 Overall DBE Goal**

With Historical Data Adjustment

- $3,097 Total DBE Participation / $1,100,000 Total Contract Amount = 0.28% DBE Participation for FY2021

**Summary of FY2019, 2020 and 2021 DBE Participation With Historical Adjustment**

The following is a summary of our anticipated work with DBE participation, which includes historical adjustments, by fiscal year:
The calculation for our 3-year base figure is as follows:

\[
\frac{\$118,335 \text{ Total DBE Contact Amount}}{\$2,736,000 \text{ Total Contract Amount}} = 4.33\%
\]

**Step 3: Breakout of Estimated Race-Neutral and Race-Conscious Participation (26.51 a-c)**

We estimate that, in meeting our overall goal of 4.33% (Base Figure with Historical Data Adjustment), we will obtain 3.0% from race-neutral participation and 1.33% from race-conscious measures. The race-neutral and race-conscious participation is based on the historical data that indicates our accomplishments have exceeded our goal by a median difference of 3.0%. Therefore, to account for the race neutral participation, we will use 1.33% as our race conscious participation and 3.0% race neutral participation in meeting our overall goal of 4.33%.
PUBLIC PARTICIPATION

Consultation:
In establishing the overall goal, Nebraska Department of Transportation Division of Aeronautics, as agent for the Sponsor, and The Sponsor will provide consultation/outreach services and publication. The consultation/outreach services included posting the airport's DBE program and its overall goal on the NDOT website at:

https://dot.nebraska.gov/business-center/civil-rights/airport-dbe/

Besides that, Nebraska Department of Transportation Division of Aeronautics would mail letters to following agencies and organizations indicating that the Sponsor is interested in obtaining relevant information regarding goal setting and goal methodology. These organizations include minority, women’s, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Sponsor efforts to establish a level playing field for the participation of DBEs.

South Omaha Business Association
Associated General Contractors of America, Nebraska Chapter
Nebraska Center for Rural Affairs
Nebraska Hispanic Chamber of Commerce
Greater Omaha Economic Development Partnership
Nebraska Business Development Center
Nebraska Concrete Paving Association
City of Omaha – Department of Human Rights and Relations
City of Lincoln – Commission on Human Rights
Urban League of Nebraska
Metro Omaha Women's Business Center
Omaha Opportunities Industrialization Center

These agencies and organizations were selected because of the likelihood that they could provide information concerning the availability of disadvantaged and non-disadvantaged businesses; the effects of discrimination on opportunities for DBEs; and efforts to establish a level playing field for the participation of DBEs. Each letter contained an explicit invitation to meet with the NDOT Division of Aeronautics face-to-face or via conference call (i.e., a "scheduled, direct, interactive exchange") to discuss any questions or comments on DBE participation goal-setting.

If the proposed goal changes following review by FAA Civil Rights, the revised goal will be updated and a revised Public Notice will be issued.

Notwithstanding paragraph (f)(4) of §26.45, Sponsor’s proposed goals will not be implemented until this requirement has been met.
PUBLIC NOTICE

Below is the public notice which the Fremont Municipal Airport Authority will publish in the local newspapers and will be posted on the Nebraska Department of Transportation (NDOT) webpage:

Public Notice
DBE Program

The Fremont Municipal Airport Authority hereby announces its proposed Disadvantaged Business Enterprise (DBE) participation goal of 4.33% for Federal Aviation Administration (FAA) funded contracts/agreements. The proposed goal pertains to federal fiscal years 2019 through 2021.

The DBE goal and methodology is available for inspection until 30 days following the date of the notice. These items may be seen at the Fremont Municipal Airport Authority Office, 400 East Military Avenue, Fremont, Nebraska 68025, during regular office hours.

A meeting could be arranged with the Nebraska Department of Transportation Division of Aeronautics (NDOT) office for the purpose of obtaining information relevant to the goal-setting process through the phone number (402-471-2371). Comments will be accepted until 30 days following the date of the notice and can be sent to the followings:

Fremont Municipal Airport Authority Office,
400 East Military Avenue,
Fremont, Nebraska 68025.

OR

Compliance Specialist,
Disadvantaged Business Enterprise Program,
FAA Office of Civil Rights,
777 S. Aviation Blvd, Suite #150,
El Segundo, CA 90245.
**Appendix C**  
**Fostering Small Business Participation**


Recognizing that the DBE Program goals are met through a mixture of race conscious and race neutral methods and, that by definition, DBE firms are small businesses; the Airport Sponsor seeks to implement a small business element into its current DBE policy. The Airport Sponsor is including this element to facilitate competition by and expand opportunities for small businesses. The Sponsor is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. If necessary, the Sponsor will meet its objectives using a combination of the following methods and strategies:

1. **Set asides:** Where feasible, the Sponsor will establish a percentage of the total value of all prime contract and subcontract awards to be set aside for participation by small businesses on FAA-assisted contracts. A “set-aside” is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that the Sponsor and its prime contractors/consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner’s gender, race or geographic location. The project manager and DBELO will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage. This set aside is in addition to the DBE contract goals which may be required pursuant to applicable law or policy. In the event that a set-aside is not established on an FAA-assisted contract, the project manager and small business officer will document why a small business set-aside is inappropriate.

2. **Unbundling:** The Sponsor, where feasible, may “unbundle” projects or separate large contracts into smaller contracts which may be more suitable for small business participation. The Sponsor will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be “unbundled” or bid separately. Similarly, the Sponsor will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses.

However, based on data from the Nebraska Department of Transportation (NDOT), current procedures utilized to structure contracting requirements not only facilitate competition by small business concerns, but have enabled small business concerns to be very successful in securing work both as prime contractors and subcontractors. Because of the high level of success small businesses have had in competing for and performing prime contracts, the sponsor does not feel it is necessary at this time to alter or restructure its contracting requirements in order to foster small business participation.

It has been determined that contractors (primes and sub) doing airport projects in Nebraska are included in NDOT contractor lists. The Nebraska Department of Transportation Aeronautics Division and airport sponsors will continue to monitor DBE and small business participation.

The sponsor, NDOT will continue to ensure that prime contracts are available for small businesses. The assessment will be conducted by personnel from the NDOT. If an assessment shows that the level of participation by small businesses has decreased significantly, the sponsor and NDOT will promptly take all reasonable steps to increase the level of participation.
NDOT currently requires all firms (prime and subcontractors) that participate on NDOT projects to provide average annual gross receipts information. The NDOT requires firms to indicate if their average annual gross receipts exceed $22.41 million to better verify that only eligible firms are identified as small businesses.

The sponsor will continue to actively conduct outreach with organizations in accordance with procedures of the DBE program.

B. Definitions

1. Small Business:
   A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period. Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121).

C. Implementation Schedule

The Sponsor will implement this small business element on January 1, 2013

D. Assurances

The Sponsor makes the following assurances:

1. The DBE Program, including its small business element is not prohibited by state law;
2. Certified DBEs that meet the size criteria established under the DBE Program are presumptively eligible to participate in the small business element of the DBE Program;
3. There are no geographic or local preferences or limitations imposed on FAA-assisted contracts and the DBE Program is open to small businesses regardless of their location;
4. There are no limits on the number of contracts awarded to firms participating in the DBE Program, and;
5. Outreach to those minority and women owned firms participating in the small business element of the DBE Program that are eligible for DBE certification to become certified.
Appendix D

Regulations: 49 CFR Part 26,
The DOT published 49 CFR Part 26 is available at the following website.

State of Nebraska DBE Directory,
A directory of Nebraska DBE’s is available at the following website.
http://www.transportation.nebraska.gov.letting.dbeinfo

State of Nebraska DBE Certification Application
The DBE Certification Application is available at the following website.
http://www.transportation.nebraska.gov.letting.dbeinfo

State of Nebraska DBE Unified Certification Program
The DBE Unified Certification Program is available at the following website.
http://www.transportation.nebraska.gov.letting.dbeinfo
Appendix E
Bidder’s List Collection Form

The following form is to be completed with the executed contract.

LIST OF SUBCONTRACTORS
(To Be Completed With Execution of Contract)

<table>
<thead>
<tr>
<th>AIP Project:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Airport:</td>
<td></td>
</tr>
<tr>
<td>Location:</td>
<td></td>
</tr>
</tbody>
</table>

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore the Airport Sponsor requires that the prime contractor submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regards to the firms listed on the DBE Participation Statement.

PROPOSED SUBCONTRACTORS

<table>
<thead>
<tr>
<th>SUBCONTRACTOR</th>
<th>WORK TO BE PERFORMED</th>
<th>APPROXIMATE DOLLAR VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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<td>5.</td>
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<td>6.</td>
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<tr>
<td>7.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SIGNED_____________________________________ COMPANY_____________________________________
BY_________________________________________ DATE_________________________________________

(Printed name)
Appendix F
DBE Monitoring and Enforcement Mechanisms

The Sponsor has the following remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

- Breach of contract action, pursuant to the terms of the contract.
- Breach of contract action, pursuant to Nebraska Statute 3-504, city airport authority
  - 3-116, 3-120, 3-125 NDA
- Other sections of Nebraska Statutes that may be applicable and could be used to enforce DBE requirements include unemployment compensation fund contributors and interest due under the provisions of Nebraska Statute 48-601 to 48-669 on wages paid to individuals employed. Conditions regarding fair employment practices as contained in Nebraska Statutes 48-1101 through 48-225 and to comply with minimum wage scale and nondiscrimination as defined in Nebraska Statutes 48-1201 through 48-1277.

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

- Suspension or debarment proceedings pursuant to 49 CFR Part 26
- Enforcement action pursuant to 49 CGR Part 31
- Prosecution pursuant to 18 USC 101.
Appendix G
Demonstration of Good Faith Efforts – Forms 1 & 2

FORM 1: Disadvantaged Business Enterprise (DBE) Utilization

UTILIZATION STATEMENT
Disadvantage Business Enterprise

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please mark the appropriate box)

- The bidder/offeror is committed to a minimum of ______% DBE utilization on this contract.
- The bidder/offeror, while unable to meet the DBE goal of ______%, hereby commits to a minimum of ______% DBE utilization on this contract and also submits documentation, as an attachment demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Bidder's/Offeror's Firm Name

__________________________________________________________

Signature  Date

DBE UTILIZATION SUMMARY

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Contract Amount</th>
<th>DBE Amount</th>
<th>Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>DBE Prime Contractor</td>
<td>$__________ x 1.00 = $_______</td>
<td>________%</td>
<td></td>
</tr>
<tr>
<td>DBE Subcontractor</td>
<td>$__________ x 1.00 = $_______</td>
<td>________%</td>
<td></td>
</tr>
<tr>
<td>DBE Supplier</td>
<td>$__________ x 0.60 = $_______</td>
<td>________%</td>
<td></td>
</tr>
<tr>
<td>DBE Manufacturer</td>
<td>$__________ x 1.00 = $_______</td>
<td>________%</td>
<td></td>
</tr>
<tr>
<td>Total Amount DBE</td>
<td>$__________</td>
<td>________%</td>
<td></td>
</tr>
<tr>
<td>DBE Goal</td>
<td>$__________</td>
<td>________%</td>
<td></td>
</tr>
</tbody>
</table>

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

END FORM 1
FORM 2: Disadvantaged Business Enterprise (DBE) Letter of Intent

LETTER OF INTENT
Disadvantage Business Enterprise

Bidder/Offer
Name of Firm: ________________________________
Firm Address: ________________________________________
Contact person: Name: __________________ Phone: (____) ________

DBE Firm
Name of DBE Firm: ________________________________
DBE Firm Address: ________________________________________
DBE contact person: Name: __________________ Phone: (____) ________
DBE certification Agency: ____________________________ Expiration Date: ____________

Classification: ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture
☐ Manufacturer ☐ Supplier

Category of DBE: ☐ Native American ☐ Hispanic ☐ Asian Pacific
☐ Black ☐ Non-Minority Woman ☐ Other

<table>
<thead>
<tr>
<th>Work items to be performed by DBE</th>
<th>Description</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

The bidder/offer is committed to utilizing the above-named firm for the work described above. The estimated participation is as follows:

DBE contract amount: $______________ Percent of total contract: ______% 

AFFIRMATION
The above-named firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

BY: ___________________________ (Signature) ___________________________ (Title)

In the event the bidder/offer does not receive the award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.
Appendix H
49 CFR Part 26, Appendix A

APPENDIX A TO PART 26—GUIDANCE CONCERNING GOOD FAITH EFFORTS

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even
when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors’ groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract
goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.
RESOLUTION NO. 2019-076

A Resolution of the City Council of the City of Fremont, Nebraska, to adopt the City of Fremont Disadvantaged Business Enterprise (DBE) Program for the Fremont Municipal Airport

WHEREAS: The City of Fremont is required to have a DBE program in place to be eligible to receive federal funding;

WHEREAS: the Fremont Municipal Airport anticipates awarding construction contracts in excess of $250,000.00 in the next year;

WHEREAS: said DBE Program meets the requirements of the FAA.

BE IT RESOLVED: by the City Council of Fremont that:

Scott Getzschman, Mayor of the City of Fremont, Nebraska is hereby authorized to sign the attached City of Fremont Disadvantaged Business Enterprise Program for the Fremont Municipal Airport.

PASSED AND APPROVED THIS 14th DAY OF MAY, 2019

_____________________________
Scott Getzschman, Mayor

ATTEST:

___________________________
Tyler Ficken
City Clerk
RESOLUTION NO. ________________

A Resolution of the City Council of the City of Fremont, Nebraska, to clarify and/or amend certain language or terms contained the City Attorney Legal Services Agreement between the City of Fremont and the firm of Adams & Sullivan.

WHEREAS, the City Council has the authority to approve the City Attorney's Legal Services Agreement language and terms, and

WHEREAS, the City Council has the authority to request clarifications and/or make revisions/amendments to the City Attorney's Legal Services Agreement language and terms, and

WHEREAS, the City Council has the authority to discuss, debate, clarify and/or remedy the Legal Services Agreement language and terms contained in the Legal Services Agreement, and

WHEREAS, the members of the City Council seek to insure that the language and terms of the Legal Services Agreement are clear to both parties, serve the best interests of the City and are in accord with provisions of the Fremont Municipal Code.

NOW THEREFORE BE IT RESOLVED: That the Mayor and City Council accept and approve this resolution in order to clarify and/or amend certain language or terms contained the City Attorney Legal Services Agreement between the City of Fremont and the firm of Adams & Sullivan.

PASSED AND APPROVED THIS _____ DAY OF ____________________, 2019

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk
REPORT

TO: Honorable Mayor and City Council

FROM: Resolution Sponsor: Brad Yerger – City Council – Ward 4 Representative

DATE: May 14, 2019

SUBJECT: Clarify, Amend and Approve Legal Service Agreement Modifications

Recommendation: Approve Resolution 2019 - ______ to clarify, amend and approve modifications to the Adams & Sullivan, P.C.L.L.O Legal Services Agreement with the firm that became effective as of April 1, 2019.

Background: April 1, 2018 the Mayor appointed and City Council approved the firm of McGrath North as City Attorney for a term of one year. The McGrath North contract expired at the end of March. City Staff received proposals and recommends the firm of Adams & Sullivan to replace McGrath North as City Attorney. The City attorney is appointed by the Mayor and confirmed by City Council per Section §2-501 of City Code; the City Attorney’s responsibilities are set forth in §2-509; and the reporting hierarchy for the City Attorney and two other appointed Officers are addressed in Section §2-506. The Mayor asked the City Council to approve Adams & Sullivan as City Attorney and to approve a Legal Services Agreement with the firm effective as of April 1, 2019. At the time of approval, there was no discussion of the language and terms of the Legal Services Agreement due to parliamentary issues prior to the approval vote. Subsequent to the vote the applicant spoke to the Council and acknowledged a willingness to entertain any clarifications or amendments that may subsequently deemed by the Council to be appropriate or necessary.

Fiscal Impact: Clarifications and modifications to the Legal Services Agreement under consideration are not expected to modify the original “Fiscal Impact” position that stated that “Expected costs for outside legal services are not expected to exceed budgeted costs; however these costs are completely dependent upon the amount of legal activity incurred.”
May 7, 2019

Mr. Patrick J. Sullivan
Fremont City Attorney
Adams & Sullivan PC, LLO
1246 Goldengate Drive, STE 1
Papillion, NE 68046-2843

RE: Reconsideration Motion/Clarification of Legal Contract Language

Mr. Sullivan,

When you and the firm of Adams & Sullivan were approved to become legal counsel for the City of Fremont, replacing the McGrath/North legal firm, at the March 26, 2019 City Council meeting, certain members of the City Council raised an objection that neither the Council nor the public had been provided a copy of the proposed contract with Adams & Sullivan in the meeting packet. Nor was it later subsequently provided in a timely manner so that the Council was afforded ample time for adequate review. Compounding that circumstance was a Council member’s premature motion, and the Mayor’s (the presiding officer’s) action to proceed directly to vote on the matter, effectively foreclosing any initial presentation by you, or your firm, and any debate/discussion by the Council prior to action on the pending contract-related resolution noticed on the public agenda. This action effectively prevented any discussion or questioning of the contract’s terms or language.

You may recall that due to this circumstance, when you were belatedly invited to speak after the vote, I asked your advice on the Council’s voting on a contract they had not seen or effectively reviewed prior to the meeting or the vote. You responded that you would not have recommended that the Council take action prior to performing a review and holding discussion. Sound advice! You also indicated at that time a willingness to address contract language issues or deficiencies found after the fact, should the Council have questions, concerns or recommendations at a later date. You also acknowledged a willingness to use the City’s paralegal’s (legal assistant’s) capabilities to serve as an onsite liaison with your firm in order to help contain costs.

As a result of the advice you gave the Council and the openness you expressed regarding making any requisite clarifications and/or modifications to the contract’s language, I am respectfully seeking your immediate assistance. I am asking for your assistance in evaluating the comments/notations I have made to the firm’s contract with the City (see the attached Original contract with notations)

If at all possible, I would like to receive your evaluation/consideration and consent/help in making the requisite clarifications or changes indicated on the enclosed annotated contract on or before noon on Friday May 10, 2019. This is the City Clerk’s self-imposed deadline for adding items to the City Council agenda for May 14. Most of the items noted in the margin are of a clarifying nature; while a few were noted, in my opinion, as being required to assure compliance with Fremont City Code.
A “Reconsideration” agenda request of the original Resolution 2019-045 and the associated contract language would need to occur at the upcoming meeting; if changes are made to the contract language after that date, they would appear to require a new and separate Resolution. Thus, the former action would seem to be the most appropriate and expedient way to handle any clarifications you agree would be beneficial or necessary.

Ahead of sending this letter, I expressed my thoughts and clarification recommendations regarding the contract’s language to Ms. Jacobus, Council President. She advised me to send my observations and requests for clarification and assistance directly to you for consideration.

Should you choose to discuss any of the clarifications with me directly before rendering a decision as to their necessity or benefit, please feel free contact me. Once you have completed your assessment, please contact me ASAP via phone or email regarding your position, so I can make the appropriate agenda request for the May 14 meeting.

Your endorsement of some or all of these clarifications would be greatly appreciated and it would help facilitate a timely Council action should you concur that clarifications are needed or would be beneficial.

Thanks in advance for your time and assistance.

Sincerely,

Brad Yerger
City Council Member – Ward 4
City Cell Phone #: 402-512-0081

Attachment

cc: Susan Jacobus
City Council President
LEGAL SERVICES AGREEMENT

This Agreement ("Agreement") is made between the CITY OF FREMONT, a municipal corporation of the State of Nebraska ("City"), 400 E. Military Avenue, 2nd Floor, Fremont, NE 68025 and ADAMS & SULLIVAN, P.C., L.L.O., a Nebraska professional corporation and limited liability organization, with its principal place of business located at 1246 Golden Gate Drive, Suite 1, Papillion, NE 68046 ("Firm").

1. Parties:

The Firm is hereby retained by City to provide legal services to the City commencing April 1, 2019 through November 8, 2020 and until a successor is appointed and qualified unless sooner terminated. Either party may terminate the original term or any renewal term for any or no reason at any time upon giving written notice, provided however, the Firm shall provide adequate notice so as to provide professional obligations on pending matters that the absence of legal representation would damage the City.

2. Duties:

The Firm shall be the legal advisor to the City as provided in Article 2 Section 509 of the Fremont City Code and in conformance with the Nebraska Rules of Professional Conduct, in relation to the services as particularly described in Exhibit A, attached hereto and incorporated by referenced and other related services as necessary except those matters assigned to other legal counsel pursuant to the terms of paragraph (4) herein. Patrick J. Sullivan shall serve as lead attorney for the Firm and shall direct the provision of services under this Agreement. An attorney for the Firm shall, upon request by the City or administration, attend regular and special city council and planning commission meetings or other meetings of the City and shall advise the City and administration upon matters submitted to it either orally or in writing as may be required. It is understood between the parties to this Agreement that Firm is engaged in private legal practice and nothing in this Agreement shall preclude Firm from continuing the same.

3. Fees & Expenses:

a) Fees. The Firm shall receive compensation based on the time devoted to City matters upon the hourly rate schedule attached hereto as Exhibit "B". The addition or removal of personnel listed on Exhibit "B", including the rates of new personnel may be amended by the Firm and the City administration without city council approval, provided however no increase may be made in the hourly rates without an amendment approved by the City Council. The fees, together with reimbursement of reasonable out-of-pocket costs shall be billed monthly. Such payments shall be made within thirty (30) days of receipt of the invoices. The Firm shall obtain and maintain professional liability coverage at no cost to the City with minimum coverage of $1M single occurrence, $1M aggregate.

b) Expenses and Costs: The City shall reimburse Firm for all reasonable and necessary expenses which may be paid or incurred by Firm on behalf of the City.

Comment [B1]: Consider clarifying the addition or removal of personnel listed on Exhibit B and rates approval amended by the Administration - this paragraph should better define who the "administration" is, (e.g. specifically the Mayor and City Council or governing body)?

Comment [B2]: If City approval is to be granted for personnel and rate changes listed in Exhibit B the City Council should be the body affording approval, since the Council governs contracts and rates.
in the bringing of any action, suit, or proceeding or in the transaction of any and all City business. Such expenses include, but are not limited to: all filing fees, deposition expenses, service of process fees, other expenses or third party costs incurred and mileage reimbursement\(^1\) by Firm in representation of the City or its duly elected or appointed officers.

\(c\) Maximum Contract Amount. The City shall not pay fees and expenses to the Firm during any budget cycle that exceed the budgeted amount for such cycle without the approval of City Council.

4. Alternate Counsel:

Nothing herein shall prevent the City from employing or hiring outside or separate legal counsel for such matters when they present a conflict of interest for the Firm or involve areas of law outside the Firm's expertise as determined by the City.

5. Independent Contractor:

It is expressly understood between the parties that the Firm is and remains at all times during this Agreement, an independent contractor and not an employee of the City.

6. Review of Legal Services:

From time to time the Mayor and city administrator will review the services provided to the City by the Firm. The Firm agrees to cooperate to the extent reasonably possible in regard to requests for documents and information.

7. Facilities:

The Firm shall be required, at no cost to the City (except as expressly stated herein), to maintain adequate office(s), facilities and personnel to perform the services contained herein. The City shall provide facilities at the City for the Firm when the Firm is required to be on location at the City.

8. Continued Education:

Continuing education expenses, including travel and accommodations, shall be paid by City only upon prior approval of the same by the City Administrator or the City Council.

9. Books, Periodicals & Miscellaneous:

The Firm is responsible for all books, periodicals, memberships or other miscellaneous items that are necessary to perform the services under this Agreement unless otherwise

\(^1\) Mileage reimbursement shall not include mileage for attending regular city council and planning meetings or regularly scheduled attendance at the City based on a weekly or monthly schedule.
agreed to by the Firm and City Administrator.

10. Ownership of Work and Documents:

All documents, data and records produced by Firm in carrying out Firm’s obligations and services under this Agreement, without limitation and whether preliminary or final, shall become and remain the property of the City.

(a) The City shall have the right to use all documents, data and records without restriction or limitation and without compensation to Firm and Firm shall have no right or interest in them.

(b) Upon completion of the services under this Agreement or at the termination of this Agreement, all documents, data and records shall, at the option of the City, be delivered to the City by Firm.

(c) Any documents, data and records given to or prepared by Firm under this Agreement shall not be made available to any individual or organization by Firm without prior written approval of the City. Any information secured by Firm from the City in connection with carrying out the services under this Agreement shall be kept confidential unless disclosure of such information is approved.

Comment [B6]: Consider clarifying “the City”; e.g., consider changing to the Mayor and City Council or to “the governing body of the City”.

11. Modifications and Changes shall be in Writing:

Any changes to this Agreement shall be incorporated in a written amendment to this Agreement.

12. Nondiscrimination:

The Firm shall comply with all applicable provisions of state and federal constitutions, law, regulation and judicial orders pertaining to nondiscrimination and equal employment opportunity.

13. Conflict of Interest:

The Firm and its attorneys shall abide by the Nebraska Code of Professional Conduct in all respects, including rules contained therein on conflicts of interest. The Firm, by signing this Agreement, covenants that Firm has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Firm’s services and obligations under this Agreement. Any conflicts shall be disclosed to the City and the City shall determine whether the conflict is cause for the employment of outside counsel in any specific matter. Firm further covenants that, in the performance of this Agreement, no person having such interest shall be employed by Firm. A conflict of interest or other such issues regarding the Nebraska Code of Professional Conduct may provide reasons for termination of this Agreement. The Firm and its attorneys agree to file with the City Clerk any conflicts as they become known to the Firm or its attorneys.
14. **Governing Law:**

This Agreement shall be deemed to be executed in Dodge County, State of Nebraska, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Nebraska, as applicable to contracts entered into and to be performed entirely within that State.

15. **Survival:**

All representations and warranties contained in this Agreement shall survive the term of the Agreement.

16. **Payment of Fees & Costs:**

Payments to the Firm of fees and expenses shall be made payable to Adams & Sullivan, P.C., L.L.O. or as otherwise designated by Firm from time to time. The City shall issue a Form 1099 to the firm for such fees paid. The Firm shall maintain and preserve for a period of three years after date of final payment to Firm and during that period shall produce, upon request of the City, all data, records and other evidence pertaining to costs incurred by Firm in connection with this Agreement for the purposes of an audit.

17. **New Employee Work Eligibility Status**

The Firm 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.

Dated this______day of March 2019.

City of Fremont, Nebraska

By: ___ Scott Getzschman, Mayor

Adams & Sullivan, P.C., L.L.O.

By: __________________________

Patrick J. Sullivan, President
Exhibit A – Scope of Services

The areas of legal work to be provided by Outside Counsel may include, but not be limited to, the following items. While this list is representative of the areas of work required, it is not exhaustive, and the applicant acknowledges and agrees to perform work in other areas as may be requested by the City, unless contrary to the Code of Professional Responsibility, and acknowledges that some of such work may also be assigned to other attorneys.

- Advise the Mayor, City Council and City Officials: Advise the Mayor, City Council, and City Officials on legal questions arising in the conduct of City business.

- Defense/Potential Litigation: Shall commence, prosecute and defend all suits and actions necessary. In those claims where the City’s insurance company has appointed legal counsel, the City attorney/firm shall act as liaison counsel for the City.

- Prepare City Codes, Ordinances, Resolutions, and Policies: Prepare codes, ordinances, resolutions, and policies.

- Render Opinions: Render legal opinions on any municipal legal matter or question submitted to him/her by the Mayor, City Council, or City Administrator.

- Attend City Meetings: Attend all regular and special City meetings (regular Council meetings are held on the second and last Tuesday of each month at 7:00 p.m. in the Fremont City Hall, with some exceptions). As requested, attend other related City meetings including work sessions.

- Application Review: When applicable, provide review, oversight and legal advice concerning permit, zoning, variance, and appeal applications and referrals to the City.

- Prepare Contract Documents and Legal Instruments: Prepare for execution or review contracts, requests for proposal or bids, deeds, declaration of covenants, easements and other instruments to which the City is party.

- Make Reports: Immediately report to the Mayor and City Administrator (or designee) the filing of any litigation against the City, update the Mayor and City Administrator on pending litigation on a regular basis, and inform the Mayor and City Administrator of the final outcome of any such claims. Provide any other reports as directed.

- Real Estate: Prepare or review deeds, easements and contracts pertaining to real estate and/or property being acquired or sold by the City.

- Keep Records: Keep records as required for attorneys generally and in compliance with rules for retention of local government records. All records are City property.

- Public Records Request: Advise the City with respect to a public records request.
## Exhibit B – Hourly Fee Schedule

<table>
<thead>
<tr>
<th>Name</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrick J. Sullivan - Attorney</td>
<td>$225/hr.</td>
</tr>
<tr>
<td>Timothy J. Buckley - Attorney</td>
<td>$200/hr.</td>
</tr>
<tr>
<td>Molly J. Miller - Attorney</td>
<td>$200/hr.</td>
</tr>
<tr>
<td>Travis M. Jacott - Attorney</td>
<td>$200/hr.</td>
</tr>
<tr>
<td>Christina Chvala - Paralegal</td>
<td>$100/hr.</td>
</tr>
</tbody>
</table>

*Mileage Reimbursement Rate: $0.58/mile*

(Adjusted Annually based upon IRS Standard Mileage Rates)

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**Comment [B10]:** When asked and affirmed during the Council meeting if the existing City’s staff would be effectively be used; consider clarifying the paralegal role to note that the Firm will utilize to the maximum extent possible, the City’s paralegal (legal assistant) as a liaison to the City governance and staff to help manage costs.
Show all 1 attachment (30 KB) Download
Here's the attachment requested.

Patrick Sullivan <sullivan@adamsandsullivan.com>
RE: Reconsideration Motion/Clarification of Legal Contract Language
Wed 5/8/2019 12:07 PM
Brad: There is no attachment. Please send. Patrick J. Sullivan Adams & Sullivan, P.C., L.L.O. 1246 Golden Gate Drive, Suite 1 Papillion, NE 68046-2843 (402) 339-9550 The information contained in and transmitted with this electronic mail constitutes confidential
Patrick Sullivan <sullivan@adamsandsullivan.com>

Today 7:53 AM
On second thought, I will see if Tim has time to look at this and I’ll try to squeeze in a review of his work.

Sent from my iPhone

Patrick J. Sullivan
Adams & Sullivan, P.C., L.L.O.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046-2843
(402) 339-9550

The information contained in and transmitted with this electronic mail constitutes confidential information, should be considered subject to the attorney-client privilege or the attorney work product doctrine, and is intended to be transmitted and communicated only to the individual and/or entity named in the above addresses). If the reader of this communication is not the intended recipient, or is not the authorized employee or agent responsible to receive this communication for and deliver this communication to the intended recipient, you are hereby notified that any dissemination, distribution, or duplication of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by
telephone and delete the electronic mail from your computer system as soon as possible. Thank you.

Patrick Sullivan <sullivan@adamsandsullivan.com>

| Tue 6:49 PM |

Brad
I certainly review this but there is no way that I can do so by Friday. I have a multi-million dollar transaction closing on Friday that is absorbing all of my time. Additionally, I try to be as prompt as possible but you have asked for a very short deadline. I do not see the urgency with this.

Sent from my iPhone

Patrick J. Sullivan
Adams & Sullivan, P.C., L.L.O.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046-2843
(402) 339-9550

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Yerger, Brad
Reply all |
Tue 5:37 PM
SULLIVAN@ADAMSANDSULLIVAN.COM <sullivan@adamsandsullivan.com>;
Jacobi, Susan

...  
May 7, 2019

Mr. Patrick J. Sullivan
Fremont City Attorney
Adams & Sullivan PC, LLO
1246 Goldengate Drive, STE 1
Papillion, NE 68046-2843

RE: Reconsideration Motion/Clarification of Legal Contract Language

Mr. Sullivan,

When you and the firm of Adams & Sullivan were approved to become legal counsel for the City of Fremont, replacing the McGrath/North legal firm, at the March 26, 2019 City Council meeting, certain members of the City Council raised an objection that neither the Council nor the public had been provided a copy of the proposed contract with Adams & Sullivan in the meeting packet. Nor was it later subsequently provided in a timely manner so that the Council was afforded ample time for adequate review. Compounding that circumstance was a Council member’s premature motion, and the Mayor’s (the presiding officer’s) action to proceed directly to vote on the matter, effectively foreclosing any initial presentation by you, or your firm, and any debate/discussion by the Council prior to action on the pending contract-related resolution noticed on the public agenda. This action effectively prevented any discussion or questioning of the contract’s terms or language.

You may recall that due to this circumstance, when you were belatedly invited to speak after the vote, I asked your advice on the Council’s voting on a contract they had not seen or effectively reviewed prior to the meeting or the vote. You responded that you would not have recommended that the Council take action prior to performing a review and holding discussion. Sound advice! You also indicated at that time a willingness to address contract language issues or deficiencies found after the fact, should the Council have questions, concerns or recommendations at a later date. You also acknowledged a willingness to use the City’s paralegal’s (legal assistant’s) capabilities to serve as an onsite liaison with your firm in order to help contain costs.

As a result of the advice you gave the Council and the openness you expressed regarding making any requisite clarifications and/or modifications to the contract’s language, I am respectfully seeking your immediate assistance. I am asking for your assistance in evaluating the comments/notations I have made to the firm’s contract with the City (see the attached Original contract with notations)

If at all possible, I would like to receive your evaluation/consideration and consent/help in making the requisite clarifications or changes indicated on the enclosed annotated contract on or before noon on Friday May 10, 2019. This is the City Clerk’s self-imposed deadline for adding items to the City Council agenda for May 14. Most of the items noted in the margin are of a clarifying nature; while a few were noted, in my opinion, as being required to assure compliance with Fremont City Code.

A “Reconsideration” agenda request of the original Resolution 2019-045 and the associated contract language would need to occur at the upcoming meeting; if changes are made to the contract language after that date, they would appear to require a new and separate Resolution.
Thus, the former action would seem to be the most appropriate and expedient way to handle any clarifications you agree would be beneficial or necessary.

Ahead of sending this letter, I expressed my thoughts and clarification recommendations regarding the contract’s language to Ms. Jacobus, Council President. She advised me to send my observations and requests for clarification and assistance directly to you for consideration.

Should you choose to discuss any of the clarifications with me directly before rendering a decision as to their necessity or benefit, please feel free contact me. Once you have completed your assessment, please contact me ASAP via phone or email regarding your position, so I can make the appropriate agenda request for the May 14 meeting.

Your endorsement of some or all of these clarifications would be greatly appreciated and it would help facilitate a timely Council action should you concur that clarifications are needed or would be beneficial.

Thanks in advance for your time and assistance.

Sincerely,

Brad Yerger
City Council Member – Ward 4
City Cell Phone #: 402-512-0081

Attachment

cc: Susan Jacobus
    City Council President