COMMUNITY DEVELOPMENT AGENCY MEETING
May 28, 2019, 7:00 P.M.
City Council Chambers 400 East Military, Fremont NE

1. Meeting called to order
2. Roll call
3. Resolution 2019-003 to approve redevelopment agreement Morningside Commercial, LLC. (staff report)
4. Resolution 2019-004 to approve redevelopment agreement WCBS LLC (staff report)
5. Adjournment

CITY COUNCIL MEETING
May 28, 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
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)

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

4. Motion to approve May 15, 2019 through May 28, 2019 claims and authorize checks to be drawn on the proper accounts (staff report)
5. Dispense with and approve May 14, 2019 City Council Meeting Minutes
7. Resolution 2019-083 to approve IMA, Inc. Broker Services agreement for health, life, disability and Section 125 coverage (staff report)
8. Resolution 2019-084 approving the use of Christensen Field and the Fremont Municipal Airport for a community fireworks display (staff report)
9. **Resolution 2019-085** authorizing an agreement with JEO Engineering to conduct an Arc Flash, Fault Current and System Coordination Study at the Lon D. Wright, Power Plant (staff report)

10. **Resolution 2019-086** accepting the change order from IES Commercial, Inc. for Upgrade of Substation B (staff report)

11. **Resolution 2019-090** granting authorization to apply for Community Development Block Grant—Disaster Recovery Planning Grant (staff report)

12. **Resolution 2019-087** amend Interlocal Cooperation Agreement with the Village of Inglewood for Community Development Block Grants (staff report)

13. Motion authorizing Special Designated License Local Recommendation form for Rodeo by John C. Fremont Days, Inc. (staff report)

14. **Resolution 2019-088** to amend Master Fee Schedule (staff report)

15. Motion to approve excavation/asphalt/concrete license application for AM Contracting Inc. (staff report)

16. **Resolution 2019-089** to approve agreement with CenturyLink for upgraded remote access line to the Fremont/Dodge County 911 server (staff report)

**UNFINISHED BUSINESS:** requires individual associated action

17. **Resolution 2019-075** Temporary Drone Zone (staff report)

18. Council Member Yerger item - **Resolution 2019-081** to amend terms to the City Attorney Legal Services Agreement with Adams & Sullivan (report)

**NEW BUSINESS:** requires individual associated action

19. Receive quarterly financial report (staff report)

20. **Resolution 2019-092** to approve redevelopment agreement Morningside Commercial, LLC. (staff report)

21. **Resolution 2019-093** to approve redevelopment agreement WCBS LLC. (staff report)

22. Council Member Jacobus item – Recognize Mayor Getzschman (staff report)

23. **Resolution 2019-091** to approve recommendations from the Joint Water Management Advisory Board for FEMA assistance application and Water Sustainability Funding (staff report)

24. Council Member Jacobus item – loitering in City parks discussion

25. Adjournment

Agenda posted at the Municipal Building on May 24, 2019 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on May 24, 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.
Recommendation: Approval of the Redevelopment Agreement for the Morningside Crossing Redevelopment Project.

Background: This matter involves the approval of a Redevelopment Agreement proposed for execution by the Community Development Agency of the City of Fremont ("CDA") and Morningside Commercial, LLC ("MC").

A. Project. The project involves the construction of a new commercial center, parking lots, and other improvements in a series of up to six phases in the Morningside Road Redevelopment Area. This facility will enable the Redeveloper to add employment in the City of Fremont.

B. Tax Increment Financing. The Redevelopment Agreement involves the use of tax increment financing to pay for those eligible expenditures under the Nebraska Community Development Law. It is projected that the new facility, based upon comparable properties, will have an estimated assessed valuation of nearly Twelve Million and No/100 Dollars ($12,000,000.00). The incremental taxes from such development can be captured by the CDA for a period not to exceed fifteen (15) years for each phase of the project. The Redevelopment Agreement authorizes the CDA to issue a Tax Increment Financing Note in the amount of Two Million Eighty Three Thousand and No/100 Dollars ($2,083,000.00) which will be repaid by the incremental taxes from the project. The Note is not the general obligation of the CDA nor the City of Fremont, Nebraska. The Redeveloper is responsible for any shortfalls. The tax increment financing is intended to reimburse the Redeveloper for those eligible expenditures which, according to the Redevelopment Agreement, include site acquisition cost, site preparation cost, utility cost, design expenses and landscaping.

C. Approval. The Redevelopment Agreement is consistent with the Redevelopment Plan adopted by the City Council of the City of Fremont on July 29, 2014, pursuant to Resolution No. 2014-138, and the Amendment to Plan approved on May 14, 2019, pursuant to Resolution No. 2018-071 and also adopted by the CDA pursuant to its Resolution No. 2019-001 on the same date.

Fiscal Impact: None
REDEVELOPMENT AGREEMENT

(MORNINGSIDE CROSSING REDEVELOPMENT PROJECT)

This Redevelopment Agreement is made and entered into as of the ___ day of ____, 2019, by and between the Community Development Agency of the City of Fremont, Nebraska (“CDA”) and Morningside Commercial, LLC, a Nebraska limited liability company (“Redeveloper”).

RECITALS

A. The CDA is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City of Fremont (the “City”), in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively the “Act”), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper owns or has contracted to purchase the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. The proposed redevelopment project involves the construction of a new commercial center, parking lots, and ancillary improvements in a series of up to 6 phases.

F. A phased redevelopment project, including the phasing of the division of ad valorem taxes for the project, is permitted under Section 18-2147 of the Act,
which expressly authorizes the division of ad valorem taxes on portions of the real property in a redevelopment project for a period not to exceed 15 years. This Project will accordingly divide the ad valorem taxes on each phase of the real property in the redevelopment project in different years, each for a period not to exceed 15 years

G. CDA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

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


B. “CDA” means the Community Development Agency of the City of Fremont, Nebraska.

C. “City” means the City of Fremont, Nebraska.
D. “Effective Date” has the meaning set forth in Section 3.01 of this Redevelopment Agreement.

E. “Eligible Project Costs” means only costs or expenses incurred by Redeveloper for Public Improvements that are eligible for reimbursement under the Act.

F. “Minimum Project Valuation” means an amount equal to Twelve Million and No/100 Dollars ($12,000,000.00). The allocation of the Minimum Project Valuation among each Phase of the Project is described on Exhibit “A-1” attached hereto and incorporated by this reference.

G. “Phase” means the construction of the Private Improvements and the Public Improvements on a portion of the Project Site, as more particularly described on Exhibit “A” attached hereto and incorporated by this reference. Each Phase of the Project shall have a separate Effective Date for the division of ad valorem taxes, as more particularly described herein.

H. “Private Improvements” means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit “A” attached and incorporated by this reference.

I. “Project” means the improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit “A”. The parties acknowledge and agree that the Project shall be completed in multiple Phases in successive years, as further described herein, and that all Phases shall collectively constitute the Redevelopment Project.
J. “Project Completion Date” has the meaning set forth in Section 4.01(a) of this Redevelopment Agreement.

K. “Project Site” means all that certain real property situated in the City, more particularly described on Exhibit “A”.

L. “Public Improvements” shall include all the public improvements more particularly described on Exhibit “A” which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

M. “Redeveloper” means Morningside Commercial, LLC, a Nebraska limited liability company or its assignee, which is subject to the written approval of the CDA.

N. “Redevelopment Agreement” means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

O. “Redevelopment Area” means the Redevelopment Area that is referred to as the Morningside Road Redevelopment Area and that is legally described in the Redevelopment Plan.

P. “Redevelopment Plan” means the Redevelopment Plan prepared by the City and dated May of 2014, and approved by the City Council of the City on July 29, 2014 pursuant to Resolution No. 2014-138, as amended by that certain Amendment to the Morningside Road Redevelopment Plan incorporating the Morningside Crossing Redevelopment Project approved by the City Council of the City on May 14, 2019 pursuant to Resolution No. 2019-071.
Q. “TIF Indebtedness” means any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by TIF Revenues.

R. “TIF Revenues” or “Tax Increment” means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CDA pursuant to the Act.

Section 1.02 Construction and Interpretation.

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

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The word “including” shall be construed as meaning “including, but not limited to.”

(d) The words “will” and “shall” shall each be construed as mandatory.

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

REPRESENTATIONS

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing Community Development Agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Agreement and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Agreement.

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

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

(d) Redeveloper owns or has contracted to purchase the Project Site, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Agreement by Redeveloper.

(e) Redeveloper shall not assign this Agreement to any successor or assignee prior to the issuance of a Certificate of Completion without the written approval of the CDA.

ARTICLE III

OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

(a) Subject to the contingencies described below and to all of the terms and conditions of this Agreement, commencing for the tax year of the Effective Date for each Phase of the Project and continuing thereafter, the CDA shall capture the Tax Increment, as defined below, from such Phase of the Project pursuant to the Nebraska Community Development Law. The CDA shall capture the Tax Increment generated by each Phase of the Project for a total period of not to exceed fifteen (15) years after the Private Improvements constructed as part of
each Phase have been completed and included in the assessed valuation of such Phase and such Phase is generating the Tax Increment subject to capture by the CDA (the “TIF Period”).

(b) The Private Improvements will be completed in up to six (6) Phases. In order to optimize the Tax Increment generated by the Project, each Phase may have a separate Effective Date for the division of ad valorem taxes. The Effective Date for each Phase shall be directly related to the construction and absorption of the Private Improvements. For each Phase, the Redeveloper shall notify the CDA in writing of the Effective Date for such Phase no later than July 1st in the calendar year of the Effective Date for said Phase; provided, however, that the Effective Date for the final Phase of the Project shall not be after January 1, 2025 without the approval of the CDA. The CDA shall file with the County Assessor the “Notice to Divide” on or prior to August 1st in the calendar year of the Effective Date for each Phase, which shall identify the legal description of the portion of the Project Site constituting the Phase, the Base Valuation Year for such Phase, and the year in which the tax division becomes effective (the calendar year of the Effective Date) for said Phase.

Section 3.02 Tax Increment.

The term Tax Increment shall mean, in accordance with Section 18-2147 of the Act, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Dodge County Board of Equalization) for that portion of the Project Site comprising a Phase for that year prior to the year in which the Effective Date falls, and the ad valorem tax which is produced by the tax levy for the portion of the Project Site comprising said Phase after completion of
construction of the Private Improvements as part of the Phase. For this Project, the anticipated Tax Increment is the difference between the projected taxes payable for the calendar year of the Effective Date of each Phase (after construction completion) and the taxes payable for the year prior to the calendar year of the Effective Date of each Phase (before commencement of construction).

The parties acknowledge and agree that ad valorem taxes in Nebraska are typically paid in arrears in the year following the year said taxes are due. Accordingly, the Tax Increment created in the fifteenth (15th) year of each Phase of the Project pursuant to Section 18-2147 of the Act and this Agreement may be paid in the sixteenth (16th) year according to customary practice in Nebraska. Said payment in arrears only affects the timing of tax payments, but does not in any way affect or limit the fifteenth (15th) year division of taxes.

Section 3.03 Issuance of TIF Indebtedness.

No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall be authorized to incur or issue TIF Indebtedness (the “TIF Notes”) at such times as the Redeveloper requests, in a series of not more than six (6) TIF Promissory Notes corresponding to one or more Phases of the Project, which in the aggregate shall not exceed Two Million Eighty Three Thousand and No/100 Dollars ($2,083,000.00), as calculated on the attached and incorporated Exhibit “B”, to be issued to the Redeveloper which shall entitle the holder of the TIF Promissory Note to receive the semi-annual incremental tax payments generated by the Project. The allocation of the TIF Indebtedness among each Phase of the Project is described on the attached and incorporated Exhibit “A-1”. Each TIF Promissory Note shall include an annual interest rate not to
exceed six and one-half percent (6.5%). The TIF Indebtedness, which shall be in the form of TIF Promissory Notes, the form of which is attached as Exhibit “B-1”, shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. The proceeds of the TIF Promissory Notes shall be in the form of a grant by the CDA to the Redeveloper.

If the Redeveloper intends to monetize the TIF Notes, it shall locate a lender or other entity to acquire and fund the acquisition of the TIF Notes for this TIF Indebtedness. Redeveloper may pledge or assign the TIF Note to such lender and the CDA shall consent to such pledge upon request. The TIF Notes issued to Redeveloper shall be secured by a pledge or assignment of the Tax Increment to be captured by the CDA. The Redeveloper acknowledges that, notwithstanding the pledge or assignment of the TIF Notes to Redeveloper’s lender, if the Project does not generate sufficient Tax Increment Revenues or the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Notes in full, then the CDA shall, in all events, only be required to pay the net amount received in Tax Increment Revenues from the Project as full payment of the TIF Notes.

Section 3.04 Use of TIF Indebtedness.

The CDA will collect and use the Tax Increment in the form of a grant to Redeveloper to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the aggregate amount of the TIF Notes that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified by Redeveloper pursuant to Section 4.02 and listed on Exhibit “C”. In addition, upon the funding of the TIF Indebtedness by Redeveloper, the CDA
shall retain an amount sufficient to pay: (a) its reasonable and necessary cost of
issuance, including attorney fees; (b) its Administrative Fee of one percent (1%);
and (c) the CDA’s right to designate a sum equal to five percent (5%) towards
improvements in the Redevelopment Area, all as set forth on Exhibit “C”. The
Tax Increment, less the CDA’s costs set forth above, shall be paid pursuant to
the terms of any TIF Promissory Note and/or TIF resolution issued by the CDA
relating to this Project.

Section 3.05 Creation of Fund.

The CDA will create a special fund to collect and hold the receipts of the
Tax Increment for payment on the TIF Promissory Notes. Such special fund
shall be used for no purpose other than to pay TIF Indebtedness issued
pursuant to Section 3.03 above.

Section 3.06 Projected TIF Sources and Uses.

The TIF sources and eligible uses are attached on Exhibit “C” and
incorporated by this reference. The Projected Uses of the TIF funds are eligible
under the Act, and are estimates which shall be confirmed upon construction
completion and be certified by the Redeveloper under Section 4.02 below.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private
Improvements as described on Exhibit “A” and install all equipment necessary to
operate the Public Improvements and the Private Improvements in up to six (6)
Phases, and will complete the final Phase of the Project no later than December 31,
2025 (the “Project Completion Date”). Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after substantial completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall notify the CDA of the completion and request that the CDA issue a Certificate of Completion, the form of which is attached as Exhibit “D” and incorporated by this reference. At the Redeveloper’s request and upon receipt of notice from the Redeveloper of completion of one or more Phases, the CDA shall issue a Certificate of Completion with respect to said Phase(s). Once issued by the CDA, the Certificate of Completion shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements, and Redeveloper shall be entitled to record the Certificate of Completion.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors’ general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. The CDA shall be named as an additional insured. Any
contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include “special causes of loss” insurance for physical loss or damage.

**Section 4.02 Cost Certification.**

Redeveloper shall submit to the CDA a certification of Eligible Project Costs, after expenditure of such project costs to verify the uses described on Exhibit “C”. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA prior to the funding of such eligible costs. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper. Redeveloper shall be required to certify eligible costs up to the principal amount of each TIF Promissory Note issued by the CDA.

**Section 4.03 No Discrimination.**

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance
in connection with the Project. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.04 Pay Real Estate Taxes.

(a) Redeveloper intends to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation set forth in Section 1.01(F) above, no later than as of January 1 of the calendar year following the Effective Date of the final Phase of the Project. Further, Redeveloper intends to create a taxable real property valuation of each Phase of not less than the Minimum Phase Valuation applicable to such Phase, as set forth on the attached and incorporated Exhibit “A-1”, no later than as of January 1 of the calendar year following the Effective Date of such Phase. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) upon completion of each Phase, not protest a real estate property valuation of said Phase to a sum less than or equal to the Minimum Phase Valuation designated for said Phase; (2) upon completion of the Project, not protest a real estate property valuation of the Project and Project Site to a sum less than or equal to the Minimum Project Valuation; and (3) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, upon completion of any Phase, such Phase is assessed at less than the Minimum Phase Valuation designated for said Phase or, upon completion of the Project, the Project Site is assessed at less than the Minimum Project Valuation, Redeveloper shall either: (1) successfully protest the valuation upwards such that the valuation is equal to or greater than the Minimum Phase Valuation
or the Minimum Project Valuation, as applicable; or (2) make a payment in lieu of taxes to the CDA upon thirty (30) days written notice in the amount of the shortfall equal to the amount the anticipated Tax Increment, as set forth on Exhibit “B”, exceeds the actual Tax Increment. Redeveloper understands and agrees that the anticipated Tax Increment is a projection based on assumed values and tax levy rates and that the actual Tax Increment may vary substantially from the anticipated Tax Increment, in which event the Redeveloper could be obligated to make a significant payment in lieu of taxes. Notwithstanding the foregoing, a failure by the Redeveloper to maintain the Minimum Phase Valuation or the Minimum Project Valuation shall not relieve the CDA of its obligation to make payments on the TIF Promissory Notes to the extent of the Tax Increment actually received by the CDA. The Redeveloper acknowledges and agrees that such TIF Promissory Notes do not constitute a general obligation of the CDA or the City, and are payable solely and only out of the Tax Increment actually generated by each Phase of the Project.

If Redeveloper is required to pay any such shortfall as a payment in lieu of taxes, the Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent TIF Revenues later become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt service payments. Any such shortfall amounts not reimbursed at the end of the TIF Period shall be forgiven.

**Section 4.05 No Assignment or Conveyance.**

Redeveloper shall not convey, assign or transfer the Project Site, any interest therein, or this Agreement prior to the issuance of a Certificate of Completion
without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CDA. Any assignment as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the Effective Date for Project costs or any subsequent physical improvements to the Project Site with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the Effective Date) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the Project Site provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

Following the issuance of a Certificate of Completion for the Project or any Phase thereof, Redeveloper is permitted to convey, assign or transfer that portion of the Project Site for which the Certificate of Completion is issued, and, at its option, to retain the TIF Promissory Note; provided, however, that Redeveloper’s successor or assignee shall take title to the Project Site subject to the terms of this Agreement and the Memorandum of Redevelopment Agreement attached hereto as Exhibit “E”. Redeveloper acknowledges and agrees that the TIF Promissory Note is payable solely and only out of the Tax Increment Revenue generated by the Project, and if the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Promissory Note in full, the CDA shall only pay the amount received in Tax
Increment Revenues from the Project as full payment of the TIF Promissory Note. Redeveloper further acknowledges and agrees that the CDA shall not be liable to Redeveloper for the CDA’s failure to enforce the terms and conditions of this Agreement against Redeveloper’s successor or assignee, including, but not limited to, the terms and conditions set forth in Section 4.04 and the CDA’s remedies set forth in Article VI.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within 90 days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and
released or substitute security is posted in lieu thereof within 90 days of Redeveloper receiving notice thereof.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of the CDA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CDA.

In the event that:
(a) Redeveloper, or successor in interest, shall fail to commence and subsequently complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 6.04 below);

(b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper’s lender);

(c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

(d) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper’s lender), then Redeveloper shall be in default of this Redevelopment Agreement; and in the event that such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be
difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Sections 3.03 and 3.04, less any reductions in the principal amount of the TIF Note, plus interest accrued (the “Liquidated Damages Amount”) which shall be paid by Redeveloper to the CDA within 30 days of demand by the CDA. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the anticipated Tax Increment exceeds the actual Tax Increment.

**Section 6.03 Remedies in the Event of Other Redeveloper Defaults.**

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within 30 days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Redevelopment Agreement.

**Section 6.04 Limitation of Liability; Indemnification.**

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, the City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or
monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City nor the CDA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA and the City from and agrees that the CDA and the City shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City.

(b) Redeveloper agrees to indemnify, defend (at the CDA’s and/or the City’s option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney’s fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper’s performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of
the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Memorandum.

A Memorandum of this Redevelopment Agreement in the form attached hereto as Exhibit “E” and incorporated by this reference shall be recorded with the Dodge County Register of Deeds for the Project.

Section 7.02 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.03 Binding Effect; Amendment.

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

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CDA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CDA and the City, on the one hand, and any officer, employee, contractor or representative of Redeveloper, on the other hand. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors
and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

**Section 7.05 Document Retention.**

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by the Redeveloper for three years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City’s retention requirements under the Act. Supporting documents shall include, but shall not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act, and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

[Signature and Notary Pages to Follow]
“CDA”

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

ATTEST:

By: ____________________________  By: ____________________________
Secretary  Chairman

STATE OF NEBRASKA  )
) ss.
COUNTY OF DODGE  )

The foregoing instrument was acknowledged before me this ___ day of _______, 2019, by ______________________ and __________________, Chairman and Secretary respectively of the Community Development Agency of the City of Fremont, Nebraska, a public body corporate and politic, on behalf of the Agency.

_______________________________
Notary Public
“REDEVELOPER”

MORNINGSIDE COMMERCIAL, LLC,
a Nebraska limited liability company

By: ____________________________________________
Name:__________________________
Title: Manager _______________________

STATE OF ____________ )
COUNTY OF ____________ ) ss.

The foregoing instrument was acknowledged before me this ___ day of
__________, 2019, by _________________, Manager of Morningside Commercial, LLC, a
Nebraska limited liability company, on behalf of the limited liability company.

Notary Public

TABLE OF EXHIBITS:

Exhibit “A” – Description of Project
Exhibit “B” – TIF Indebtedness
Exhibit “B-1” – TIF Note
Exhibit “C” – Projected TIF Sources and Uses
Exhibit “D” – Certificate of Completion
Exhibit “E” – Memorandum of Redevelopment Agreement
EXHIBIT “A”

DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, defined as 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,

shall consist of the following:

(a) **Private Improvements.** The private improvements to be constructed by the Redeveloper on the Project Site include a new commercial center, parking lots, and associated improvements, which will be completed in up to six (6) Phases.

(b) **Public Improvements.** Land acquisition, installation of public utilities, installation of streets and sidewalks (including street paving of Bud Boulevard), architectural and engineering fees, site preparation and grading, landscaping, building 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 Private Improvements and the Public Improvements shall be completed in up to six (6) Phases as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Site</th>
<th>Private Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>Lot 11, Morningside Crossing</td>
<td>Approx. 5,000 sq. ft. convenient store and fueling station</td>
</tr>
<tr>
<td>Phase 2</td>
<td>Lots 4, 8 and 9, Morningside Crossing</td>
<td>Approx. 5,000 sq. ft. commercial flex building and an approx. 11,000 sq. ft. retail strip center</td>
</tr>
<tr>
<td>Phase 3</td>
<td>Lot 10, Morningside Crossing</td>
<td>Approx. 15,000 sq. ft. self-storage facility</td>
</tr>
<tr>
<td>Phase 4</td>
<td>Lots 2 and 7, Morningside Crossing</td>
<td>Approx. 6,000 sq. ft. single-tenant retail building and an approx. 5,200 sq. ft. commercial flex building</td>
</tr>
<tr>
<td>Phase 5</td>
<td>Lot 5, Morningside Crossing</td>
<td>Approx. 5,000 sq. ft. commercial flex building</td>
</tr>
<tr>
<td>Phase 6</td>
<td>Lot 6, Morningside Crossing</td>
<td>Approx. 5,000 sq. ft. commercial flex</td>
</tr>
</tbody>
</table>

Exhibit “A”
All Phases of the Project shall collectively constitute one Redevelopment Project. Each Phase may have a separate Effective Date for the division of ad valorem taxes. Public Improvements constructed to serve the Private Improvements as part of any Phase shall constitute public improvements for the overall Project, and shall be reimbursable from the tax increment generated by any Phase.

The scope and sequence of the Phases of the Project are subject to adjustment based on market forces and demand. Specifically, the Redeveloper shall be permitted to adjust the following: (i) the size of the Private Improvements constructed as a part of any Phase up to twenty (20%) of the square footage of such Private Improvements, (ii) the use of any of the Private Improvements constructed, provided that the use complies with the City’s zoning regulations; (iii) the amount of the TIF indebtedness issued with respect to any Phase, provided that the TIF indebtedness issued for all Phases shall not in the aggregate exceed Two Million Eighty Three Thousand and No/100 Dollars ($2,083,000.00); and (iv) the sequence of the Phases. The CDA and Redeveloper acknowledge and agree that the foregoing adjustments shall constitute immaterial modifications to the Redevelopment Project, which shall not require amendment to the Redevelopment Plan nor to this Redevelopment Agreement.

Any material adjustment to the Private Improvements constructed as a part of any Phase shall be subject to approval of the CDA. In the event that the CDA approves such a modification to the Redevelopment Plan, the Redeveloper and the CDA shall enter into an Amendment to this Redevelopment Agreement identifying the adjustments to the Private Improvements to be constructed as part of each Phase.
EXHIBIT “A-1”

ALLOCATION OF TIF INDEBTEDNESS
AND MINIMUM PHASE VALUATION

The Project will be completed in up to six (6) Phases. The principal amount of the TIF Indebtedness that the CDA is authorized to issue for each Phase of the Project, as well as the Minimum Phase Valuation required to support the TIF Indebtedness issued for such Phase, are as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>TIF Indebtedness Authorized</th>
<th>Minimum Phase Valuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>$467,000</td>
<td>$2,690,000</td>
</tr>
<tr>
<td>Phase 2</td>
<td>$607,000</td>
<td>$3,495,000</td>
</tr>
<tr>
<td>Phase 3</td>
<td>$350,000</td>
<td>$2,020,000</td>
</tr>
<tr>
<td>Phase 4</td>
<td>$341,000</td>
<td>$1,965,000</td>
</tr>
<tr>
<td>Phase 5</td>
<td>$159,000</td>
<td>$915,000</td>
</tr>
<tr>
<td>Phase 6</td>
<td>$159,000</td>
<td>$915,000</td>
</tr>
<tr>
<td>Total:</td>
<td><strong>$2,083,000</strong></td>
<td><strong>$12,000,000</strong></td>
</tr>
</tbody>
</table>

Exhibit “A-1”
EXHIBIT “B”

TIF INDEBTEDNESS

1. **Assumed Base Project Valuation:** $126,000
2. **Required Assessed Value at Project Completion:** $12,000,000
3. **Assumed Tax Levy:** 2.041365%
4. **Anticipated Tax Increment:** $242,400
5. **TIF Indebtedness:**

   a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be the amount, together with interest accruing thereon at an annual rate not to exceed six and one-half percent (6.5%), which can be amortized by the end of the fifteen (15) year tax increment period of each Phase, solely from the Anticipated Tax Increment available, which Anticipated Tax Increment shall be allocated between Phases of the Project as set forth in Exhibit “A-1”, subject to required debt service coverage, final approved interest rate, required reserve, and cost of issuance. The principal amount of the TIF Indebtedness for all Phases of the Project shall not exceed Two Million Eighty Three Thousand and No/100 Dollars ($2,083,000.00), without the consent of the CDA.

   b. **Payments.** Payments shall be made semi-annually with interest only until real estate taxes are fully collected for the tax year of the Effective Date of each Phase sufficient to fully amortize the TIF Indebtedness on or before the final payment of taxes in the fifteenth (15th) year of the tax increment period for such Phase.

   c. **Anticipated Maturity Date.** The maturity date shall be December 31 of the year that is fifteen (15) years after the Effective Date for each Phase of the Project.

   d. **TIF Period.** The tax increment financing period for each Phase of the Project will be fifteen (15) years, commencing on the Effective Date of each Phase of the Project.

   e. **Phasing.** The Required Assessed Value at Project Completion set forth above represents the estimated aggregate value of all Phases of the Project and the entirety of the Project Site upon completion of all of the Private Improvements. The CDA has authority to issue up to six (6) TIF Promissory Notes corresponding to one or more Phases of the Project, at such times as requested by the Redeveloper and in such amounts as set forth on Exhibit “A-1”.

Exhibit “B”
EXHIBIT “B-1”

TIF NOTE
(See Attached)
THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

No. 1

$_________________

UNITED STATES OF AMERICA
STATE OF NEBRASKA
THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF FREMONT

COMMUNITY REDEVELOPMENT REVENUE NOTE
(MORNINGSIDE CROSSING REDEVELOPMENT PROJECT)
SERIES _______

<table>
<thead>
<tr>
<th>Maturity Date</th>
<th>Original Issuance Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 20____</td>
<td>___________<em><strong>, 20</strong></em></td>
</tr>
</tbody>
</table>

Registered Holder

Principal Amount

Morningside Commercial, LLC

$____________

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above, the Principal Amount identified above. Accrued interest for _____ (if any) shall be made in the form of interest only payments in ____ (__) installments annually due June 15, 20___ and December 15, 20___. Thereafter principal and interest shall be payable in _____ (__) equal semi-annual installments due June 15, 20___, December 15, 20___, and each June 15 and December 15 thereafter through December 15, 20___. The 20___ tax liability shall be divided when the 20___ tax payments are made in 20___. Payments on this Note will be made by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal of this
Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Development Agency of the City of Fremont, Nebraska Redevelopment Revenue Note (Morningside Crossing Redevelopment Project), Series ______, aggregating ____________ and 00/100 Dollars ($_______.00) (the "Note") in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the "Act") and under and pursuant to a Resolution adopted by the Governing Body of the Issuer (the "Resolution"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the Project as identified in the Redevelopment Agreement by and between the Issuer and the Registered Holder hereof. All such revenue has been duly pledged for that purpose. If the Project does not generate sufficient Tax Increment Revenues or the Issuer does not receive sufficient Tax Increment Revenues to pay the Note in full, then the Issuer shall only pay the net amount received in Tax Increment Revenues from the Project as full payment of this Note.

THIS NOTE DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and
Exhibit “B-1”

carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Fremont, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a purchase letter, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is issuable in the form of a registered Note without coupons. Subject to such conditions and upon the payment of such charges provided in the Resolution, the owner of any registered Note or Notes may surrender the same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of registered Notes of any other authorized denominations.

The Note is prepayable at any time in whole or in part, at a prepayment price of par, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service or in the event the Redeveloper directs the Issuer that it wishes to prepay the Note.

Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit under the Redevelopment Agreement referred to herein or be valid or become obligatory for any purpose until
this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

ATTEST:

___________________________   By: _______________________________
Secretary                        Chairman

CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the within-mentioned Resolution.

Fremont City Treasurer,
as Paying Agent and Registrar

By: _______________________________
    Authorized Signature
EXHIBIT “C”

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

Assumptions:   
Dodge Co. Tax Levy (2015)  2.041365
TIF period (years)  14

Property Value Assumptions:   
Pre-Project  $126,000  $2,600
Completed Project  $12,000,000  $245,000
Difference  $11,874,000  $242,400

TIF Calculations:   
Annual TIF Amount  $242,400
TIF Loan Amount  $2,083,000

2. PROJECTED TIF USES\(^1\)

A. Admin. Fee – 1%
B. Cost of Issuance
C. City Improvements – 5%
D. Site Acquisition
E. Site Preparation
F. Utilities
G. Architectural & Engineering Fees
H. Streets & Sidewalks (Including Bud Boulevard)
I. Building Enhancements

Eligible TIF Uses are projected to be in excess of $2,083,000, but the TIF Revenue Projection is limited to $2,083,000 which is the sum generated by the projected incremental revenues based on the projected valuation of the redevelopment project upon completion of all Phases. For purposes of the Cost Certification required by Section 4.02, Redeveloper shall be required to certify costs up to the amount of each TIF Promissory Note issued by the CDA.

\(^1\) All costs are estimates and are subject to final confirmation and adjustment upon construction completion.
EXHIBIT “D”

CERTIFICATE OF COMPLETION

The Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska (the “CDA”), hereby makes the conclusive determination and certification that, with regard to the following real property situated in the City of Fremont, Dodge County, Nebraska, to wit:

Lot _____________, Morningside Crossing, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska, (“Redeveloper Property”), all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement (Morningside Crossing Redevelopment Project) by and between the Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska, and Morningside Commercial, LLC, a Nebraska limited liability company, and its successors and assigns (“Redeveloper”), said Agreement dated as of ______________, 2019 and a Memorandum of which is recorded as Instrument No.____________________, in the office of the Register of Deeds for Dodge County, Nebraska.

The CDA further makes the conclusive determination that the Private Improvements (as defined in the Agreement) to the above-described Redeveloper Property are presently in conformance with the Agreement.

IN WITNESS WHEREOF, the CDA and Redeveloper have executed this instrument this _____ day of __________________, 201__.
“CDA”

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_______________________, Chairperson

STATE OF NEBRASKA    )
) ss.
COUNTY OF DODGE       )

The foregoing instrument was acknowledged before me this ___ day of
________________, 201__, by ______________, Chairperson of the Community
Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

__________________________
Notary Public
“REDEVELOPER”

MORNINGSIDE COMMERCIAL, LLC,

a Nebraska limited liability company

By: ___________________________________________
Name: _______________________________________
Title:  Manager ____________________________

STATE OF ____________ )
COUNTY OF __________ ) ss.

The foregoing instrument was acknowledged before me this ___ day of
_______, 201__, by _________________, Manager of Morningside Commercial, LLC,
a Nebraska limited liability company, on behalf of the limited liability company.

________________________________________
Notary Public

Exhibit “D” 3
MEMORANDUM OF REDEVELOPMENT AGREEMENT
(MORNINGSIDE CROSSING REDEVELOPMENT PROJECT)

This Memorandum of Redevelopment Agreement ("Memorandum") is made this ___ day of ________, 2019 by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA") and Morningside Commercial, LLC, a Nebraska limited liability company ("Redeveloper").

1. **Redevelopment Agreement.** CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the CDA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and 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.

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15)
years after the Effective Date of each Phase, as defined in the Redevelopment Agreement. The Tax Increment so captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in Fremont, Nebraska.

[signature pages to follow]
COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

_______________________, Chairperson

STATE OF NEBRASKA )
 ) ss.
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me this ___ day of ______________, 2019, by ____________, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

Notary Public
“REDEVELOPER”

MORNINGSIDE COMMERCIAL, LLC,
a Nebraska limited liability company

By: __________________________
Name: _________________________
Title: Manager ____________________

STATE OF __________ )
) ss.
COUNTY OF _________ )

The foregoing instrument was acknowledged before me this ___ day of ________, 2019, by _________________, Manager of Morningside Commercial, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

__________________________
Notary Public

4825-0954-6135, v. 4
COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF FREMONT, NEBRASKA

RESOLUTION NO. 2019-003
(Redevelopment Agreement for the Morningside Commercial, LLC Redevelopment Project)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF FREMONT, NEBRASKA APPROVING THE REDEVELOPMENT
AGREEMENT FOR THE MORNINGSIDE COMMERCIAL, LLC. REDEVELOPMENT
PROJECT AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING
INDEBTEDNESS.

WHEREAS, the Community Development Agency of the City of Fremont, Nebraska (the “CDA”) via Resolution No. 2014-138, dated July 29, 2014, approved and adopted a Redevelopment Plan and an Amendment to the Redevelopment Plan on May 14, 2019 via Resolution 2019-001, including the Cost-Benefit Analysis (the “Redevelopment Plan”) for the Morningside Road Redevelopment Area in the City of Fremont, Nebraska for a project identified as the Morningside Commercial, LLC Redevelopment Project (the “Project”) pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the “Act”);

WHEREAS, a copy of the Redevelopment Agreement by and between the CDA and Morningside Commercial, LLC, a Nebraska limited liability company, that will implement and govern the Project (the “Redevelopment Agreement”) is attached as Attachment “A” and incorporated herein by this reference;

WHEREAS, on February 27, 2018, a meeting of the CDA was held at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved;

WHEREAS, the Redevelopment Plan and the Redevelopment Agreement 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 and its objectives are being accomplished in the Redevelopment Agreement for the Project;

WHEREAS, the Project as described in the Redevelopment Agreement would not be economically feasible as designed without the use of tax increment financing; and the Project as designed would not occur in the North Broad Street Redevelopment Area without the use of tax increment financing; and the Project is in the long-term best interests of the community;
WHEREAS, the CDA has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the general plan for development of the City of Fremont, and in the best interests of the City of Fremont; 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 Agreement and to approve TIF Indebtedness in an amount not to exceed Two Million Eighty Three Thousand and No/100 Dollars ($2,083,000.00) in the form of the TIF Note attached to the Redevelopment Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the CDA of the City of Fremont, Nebraska does hereby approve and adopt the Redevelopment Agreement in substantially the form attached hereto as Attachment “A”;

BE IT FURTHER RESOLVED, that the CDA of the City of Fremont hereby authorizes its legal counsel to finalize the terms and conditions of the Redevelopment Agreement on behalf of the CDA, and that any and all actions previously taken by its legal counsel to fulfill this resolution are hereby ratified and approved, except that the amount of the TIF Indebtedness and the use of the TIF proceeds shall not be modified without the consent and approval of the CDA;

BE IT FURTHER RESOLVED, that the CDA of the City of Fremont is hereby authorized, following the lapse of thirty (30) days after the approval of the Redevelopment Agreement, issue indebtedness in an amount not to exceed Two Million Eighty Three Thousand and No/100 Dollars ($2,083,000.00) in the form of the TIF Note attached to the Redevelopment Agreement, with such TIF Indebtedness to be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CDA nor the City of Fremont; and

BE IT FURTHER RESOLVED, that the CDA hereby authorizes its Chair to execute and deliver the Redevelopment Agreement and to take all such other actions contemplated and required by the Redevelopment Agreement and to fulfill the resolutions set forth above.

DATED THIS 28th DAY OF MAY 2019.

THE CITY OF FREMONT, NEBRASKA

By: ________________________________
Scott Getzschman, Chairperson

ATTEST: _____________________________
Tyler Ficken, Secretary
ATTACHMENT “A”

Redevelopment Agreement

[See Attached]
Recommendation: Approve the Redevelopment Agreement for the WCBS Redevelopment Project.

Background: This matter involves the approval of a Redevelopment Agreement proposed for execution by the Community Development Agency of the City of Fremont ("CDA") and WCBS, LLC ("WCBS").

A. Project. The project involves the construction of a 70,000 square foot warehouse in the Morningside Road Redevelopment Area. This facility will enable the Redeveloper to expand its operations and add employment in the City of Fremont.

B. Tax Increment Financing. The Redevelopment Agreement involves the use of tax increment financing to pay for those eligible expenditures under the Nebraska Community Development Law. It is projected that the new facility, based upon comparable properties, will have an estimated assessed valuation of nearly Two Million and No/100 Dollars ($2,000,000.00). The incremental taxes from such development can be captured by the CDA for a period not to exceed fifteen (15) years. The Redevelopment Agreement authorizes the CDA to issue a Tax Increment Financing Note in the amount of Three Hundred Sixty Thousand and No/100 Dollars ($360,000.00) which will be repaid, together with five and one-half percent (5.5%) interest, by the incremental taxes from the project. The Note is not the general obligation of the CDA nor the City of Fremont, Nebraska. The Redeveloper is responsible for any shortfalls. The tax increment financing is intended to reimburse the Redeveloper for those eligible expenditures which, according to the Redevelopment Agreement, include site acquisition cost, site preparation cost, utility cost, design expenses and landscaping.

C. Approval. The Redevelopment Agreement is consistent with the Redevelopment Plan adopted by the City Council of the City of Fremont on July 29, 2014, pursuant to Resolution No. 2014-138, and the Amendment to Plan approved on May 14, 2019, pursuant to Resolution No. 2018-072 and also adopted by the CDA pursuant to its Resolution No. 2019-002 on the same date.

Fiscal Impact: None
REDEVELOPMENT AGREEMENT
(WCBS REDEVELOPMENT PROJECT)

This Redevelopment Agreement is made and entered into as of the ____ day of May, 2019, by and between the Community Development Agency of the City of Fremont, Nebraska (“CDA”) and WCBS, LLC, a Nebraska limited liability company (“Redeveloper”).

RECITALS

A. The CDA is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City of Fremont (the “City”), in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively the “Act”), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper owns or has contracted to purchase the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. The redevelopment project involves acquisition of the Project Site and the construction of a new approximately 70,000 square foot warehouse with an office, parking lot and associated improvements (the “Project”).
F. The CDA has approved the redevelopment project, including the utilization of tax-increment financing to assist in the cost of the eligible public improvements defined in this Redevelopment Agreement.

G. CDA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

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


B. “CDA” means the Community Development Agency of the City of Fremont, Nebraska.

C. “City” means the City of Fremont, Nebraska.

E. “Eligible Project Costs” means only costs or expenses incurred by Redeveloper for Public Improvements that are eligible for reimbursement under the Act.

F. “Minimum Project Valuation” means an amount equal to One Million Nine Hundred Ninety Five Thousand and No/100 Dollars ($1,995,000.00).

G. “Private Improvements” means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit “A” attached and incorporated by this reference.

H. “Project” means the improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit “A”.

I. “Project Completion Date” means on or before December 31, 2020.

J. “Project Site” means all that certain real property situated in the City, more particularly described on Exhibit “A”.

K. “Public Improvements” shall include all the public improvements more particularly described on Exhibit “A” which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

L. “Redeveloper” means WCBS, LLC, a Nebraska limited liability company or its assignee, which is subject to the written approval of the CDA.

M. “Redevelopment Agreement” means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.
N. “Redevelopment Area” means the Redevelopment Area that is referred to as the Morningside Road Redevelopment Area and that is legally described in the Redevelopment Plan.

O. “Redevelopment Plan” means the Redevelopment Plan prepared by the City and dated May of 2014, and approved by the City Council of the City on July 29, 2014 pursuant to Resolution No. 2014-138, as amended by that certain Redevelopment Plan Amendment approved by the City Council of the City on May 14, 2019 pursuant to Resolution No. 2019-072.

P. “TIF Indebtedness” means any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by TIF Revenues.

Q. “TIF Revenues” or “Tax Increment” means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CDA pursuant to the Act.

Section 1.02 Construction and Interpretation.

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

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.
(c) The word “including” shall be construed as meaning “including, but not limited to.”

(d) The words “will” and “shall” shall each be construed as mandatory.

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

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing Community Development Agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Agreement and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Agreement.
(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

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

(d) Redeveloper owns or has contracted to purchase the Project Site, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Agreement by Redeveloper.

(e) Redeveloper shall not assign this Agreement to any successor or assignee prior to the issuance of a Certificate of Completion without the written approval of the CDA.

ARTICLE III

OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Agreement, commencing for the tax year of the Effective Date of
the Project and continuing thereafter, the CDA shall capture the Tax Increment, as defined below, from the Project pursuant to the Nebraska Community Development Law. The CDA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Effective Date once the Private Improvements have been completed and included in the assessed valuation of the Project Site and the Project Site is generating the Tax Increment subject to capture by the CDA (the “TIF Period”). The effective date of this provision shall be the Effective Date of January 1, 2020, thus creating the “Redevelopment Project Valuation” or base value as of January 1, 2019. The CDA shall file with the County Assessor the “Notice to Divide Taxes” on or prior to August 1, 2020.

Section 3.02 Tax Increment.

The term Tax Increment shall mean, in accordance with Section 18-2147 of the Act, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Dodge County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements for that year prior to the year in which the Effective Date falls, and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project. For this Project, the anticipated Tax Increment is the difference between the projected taxes payable for 2020 and subsequent years through the taxes levied for tax year 2034 (after construction completion) and the taxes payable for 2019 (before commencement of construction) as more particularly set forth on Exhibit “B”.

Section 3.03 Issuance of TIF Indebtedness.
No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall incur or issue TIF Indebtedness (the “TIF Note”) in the estimated amount of Three Hundred Sixty Thousand and No/100 Dollars ($360,000.00), as calculated on the attached and incorporated Exhibit “B”, including an annual interest rate of five and one-half percent (5.5%), to be issued to the Redeveloper which shall entitle the holder of the TIF Note to receive the semi-annual incremental tax payments generated by the Project for the taxes levied for the years 2020 through 2034. The TIF Indebtedness, which shall be in the form of a TIF Promissory Note, attached as Exhibit “B-1”, shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. The proceeds of the TIF Note shall be in the form of a grant by the CDA to the Redeveloper.

If the Redeveloper intends to monetize the TIF Note, it shall locate a lender or other entity to acquire and fund the acquisition of the TIF Note for this TIF Indebtedness. Redeveloper may pledge or assign the TIF Note to such lender and the CDA shall consent to such pledge upon request. The TIF Note issued to Redeveloper shall be secured by a pledge or assignment of the Tax Increment to be captured by the CDA. The Redeveloper acknowledges that, notwithstanding the pledge or assignment of the TIF Note to Redeveloper’s lender, if the Project does not generate sufficient Tax Increment Revenues or the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Note in full, then the CDA shall, in all events, only be required to pay the net amount received in Tax Increment Revenues from the Project as full payment of the TIF Note.

Section 3.04 Use of TIF Indebtedness.

The CDA will collect and use the Tax Increment in the form of a grant to

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Redeveloper to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Note that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified by Redeveloper pursuant to Section 4.02 and listed on Exhibit “C”. In addition, upon the funding of the TIF Indebtedness by Redeveloper, the CDA shall retain an amount sufficient to pay: (a) its reasonable and necessary cost of issuance, including attorney fees; (b) its Administrative Fee of one percent (1%); and (c) the CDA’s right to designate a sum equal to five percent (5%) towards improvements in the Redevelopment Area, all as set forth on Exhibit “C”. The Tax Increment, less the CDA’s costs set forth above, shall be paid pursuant to the terms of any TIF Promissory Note and/or TIF resolution issued by the CDA relating to this Project.

Section 3.05 Creation of Fund.

The CDA will create a special fund to collect and hold the receipts of the Tax Increment for payment on the TIF Note. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.03 above.

Section 3.06 Projected TIF Sources and Uses.

The TIF Indebtedness calculation formula set forth on Exhibit “B”, reflects the generation of incremental taxes created by the Project anticipated to be in the amount of approximately Thirty Seven Thousand and No/100 Dollars ($37,000.00) for the first year after the completion of construction. The TIF sources and eligible uses are attached on Exhibit “C” and incorporated by this
reference. The Projected Uses of the TIF funds are eligible under the Act, and are estimates which shall be confirmed upon construction completion and be certified by the Redeveloper under Section 4.02 below.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01  Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit “A” and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after substantial completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall notify the CDA of the completion and request that the CDA issue a Certificate of Completion, the form of which is attached as Exhibit “D” and incorporated by this reference. Once issued by the CDA, the Certificate of Completion shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements, and Redeveloper shall be entitled to record the Certificate of Completion.
(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors’ general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act or same alternate form of security. The CDA shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include “special causes of loss” insurance for physical loss or damage.

Section 4.02 Cost Certification.

Redeveloper shall submit to the CDA a certification of Eligible Project Costs, after expenditure of such project costs to verify the uses described on Exhibit “C”. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA prior to the funding of such eligible costs. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper. Redeveloper shall be required to
certify eligible costs up to the principal amount of the TIF Note of Three Hundred Sixty Thousand and No/100 Dollars ($360,000.00).

Section 4.03  No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.04  Pay Real Estate Taxes.

(a) Redeveloper intends to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation set forth in Section 1.01(F) above, no later than as of the Project Completion Date. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project and Project Site to a sum less than or equal to the Minimum Project Valuation; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Agreement, the Project Site is assessed at less than the Minimum Project Valuation, Redeveloper shall either: (1) successfully protest the valuation of the Project Site upwards such that the valuation is equal to or greater than the Minimum Project Valuation; or (2) make a payment in lieu of taxes to the CDA upon thirty (30) days written notice in the amount of the shortfall equal to the amount the anticipated Tax Increment, as set forth on Exhibit “B”,
exceeds the actual Tax Increment. Redeveloper understands and agrees that the anticipated Tax Increment is a projection based on assumed values and tax levy rates and that the actual Tax Increment may vary substantially from the anticipated Tax Increment, in which event the Redeveloper could be obligated to make a significant payment in lieu of taxes.

If Redeveloper is required to pay any such shortfall as a payment in lieu of taxes, the Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent TIF Revenues later become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt service payments. Any such shortfall amounts not reimbursed at the end of the TIF Period shall be forgiven.

Section 4.05  **No Assignment or Conveyance.**

Redeveloper shall not convey, assign or transfer the Project Site, any interest therein, or this Agreement prior to the issuance of a Certificate of Completion without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CDA. Any assignment as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the Effective Date for Project costs or any subsequent physical improvements to the Project Site with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the Effective Date) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or (ii) any additional or subsequent conveyance as security for
indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the Project Site provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

Following the issuance of a Certificate of Completion for the Project, Redeveloper is permitted to convey, assign or transfer the Project Site and, at its option, to retain the TIF Promissory Note; provided, however, that Redeveloper’s successor or assignee shall take title to the Project Site subject to the terms of this Agreement and the Memorandum of Redevelopment Agreement attached hereto as Exhibit “E”. Redeveloper acknowledges and agrees that the TIF Promissory Note is payable solely and only out of the Tax Increment Revenue generated by the Project, and if the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Promissory Note in full, the CDA shall only pay the amount received in Tax Increment Revenues from the Project as full payment of the TIF Promissory Note. Redeveloper further acknowledges and agrees that the CDA shall not be liable to Redeveloper for the CDA’s failure to enforce the terms and conditions of this Agreement against Redeveloper’s successor or assignee, including, but not limited to, the terms and conditions set forth in Section 4.04 and the CDA’s remedies set forth in Article VI.

**ARTICLE V**

**FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

**Section 5.01 Financing.**

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements
and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

**Section 5.02 Encumbrances.**

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within 90 days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within 90 days of Redeveloper receiving notice thereof.

**ARTICLE VI**

**DEFAULT, REMEDIES; INDEMNIFICATION**

**Section 6.01 General Remedies of the CDA and Redeveloper.**

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be
cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CDA.

In the event that:

(a) Redeveloper, or successor in interest, shall fail to commence and subsequently complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 6.04 below);

(b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper’s lender);

(c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the
term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

(d) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper’s lender),

then Redeveloper shall be in default of this Redevelopment Agreement; and in the event that such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Sections 3.03 and 3.04, less any reductions in the principal amount of the TIF Note, plus interest accrued (the “Liquidated Damages Amount”) which shall be paid by Redeveloper to the CDA within 30 days of demand by the CDA. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the anticipated Tax Increment exceeds the actual Tax Increment.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within 30 days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA
may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Redevelopment Agreement.

**Section 6.04 Limitation of Liability; Indemnification.**

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, the City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City nor the CDA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA and the City from and agrees that the CDA and the City shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City.

(b) Redeveloper agrees to indemnify, defend (at the CDA’s and/or the City’s option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable
attorney’s fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper’s performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

**ARTICLE VII**

**MISCELLANEOUS**

**Section 7.01  Memorandum.**

A Memorandum of this Redevelopment Agreement in the form attached hereto as Exhibit “E” and incorporated by this reference shall be recorded with the Dodge County Register of Deeds for the Project.

**Section 7.02  Governing Law.**

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

**Section 7.03  Binding Effect; Amendment.**

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

**Section 7.04  No Agency or Partnership.**
This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CDA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CDA and the City, on the one hand, and any officer, employee, contractor or representative of Redeveloper, on the other hand. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

**Section 7.05 Document Retention.**

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by the Redeveloper for three years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City’s retention requirements under the Act. Supporting documents shall include, but shall not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act, and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

[Signature and Notary Pages to Follow]
IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

“CDA”

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

ATTEST:

By: ______________________________    By: ______________________________
Secretary                        Chairman

STATE OF NEBRASKA                     ss.
COUNTY OF DODGE                      ss.

The foregoing instrument was acknowledged before me this ___ day of __________, 2019, by ___________________ and ___________________, Chairman and Secretary respectively of the Community Development Agency of the City of Fremont, Nebraska, a public body corporate and politic, on behalf of the Agency.

______________________________________
Notary Public
“REDEVELOPER”

WCBS, LLC, a
Nebraska limited liability company

By: ________________________________
Name: ______________________________
Title: Manager ______________________

STATE OF NEBRASKA )
) ss.
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me this ___ day of
________, 2019, by _________________, Manager of WCBS, LLC, a Nebraska limited
liability company, on behalf of the limited liability company.

___________________________________
Notary Public

TABLE OF EXHIBITS:

Exhibit “A” – Description of Project
Exhibit “B” – TIF Indebtedness
Exhibit “B-1” – TIF Note
Exhibit “C” – Projected TIF Sources and Uses
Exhibit “D” – Certificate of Completion
Exhibit “E” – Memorandum of Redevelopment Agreement
EXHIBIT “A”

DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, defined as 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.

shall consist of the following:

(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, site preparation and grading, and other eligible public expenditures under the Act; paid for, in part, by the tax increment generated by the private improvements.
EXHIBIT “B”

TIF INDEBTEDNESS

1. **Principal Amount.** The principal amount of the TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment Revenues based upon the current aggregate ad valorem tax rate applicable to the Project Site multiplied by an assumed valuation of $1,995,000.00 less the base valuation, subject to required debt service coverage, required reserve, and cost of issuance.

2. **Anticipated Tax Increment:** Approximately $37,000.00 annually.

3. **Payments.** Semi-annually with interest only until real estate taxes are fully collected for the tax year of the Effective Date in an amount sufficient to fully amortize the TIF Indebtedness on or before the Maturity Date.

4. **Maturity Date.** On or before December 31, 2034.

5. **Notice to Divide Taxes.** The CDA shall file the “Notice to Divide Taxes” with the Dodge County Assessor prior to August 1, 2020.
EXHIBIT “B-1”

TIF NOTE
(See Attached)
THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered
No. 1

UNITED STATES OF AMERICA
STATE OF NEBRASKA
THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF FREMONT

COMMUNITY REDEVELOPMENT REVENUE NOTE
(WCBS REDEVELOPMENT PROJECT)
SERIES 2019

<table>
<thead>
<tr>
<th>Maturity Date</th>
<th>Interest Rate</th>
<th>Original Issuance Date</th>
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</thead>
<tbody>
<tr>
<td>December 31, 2034</td>
<td>5.5%</td>
<td>___________<em><strong>, 20</strong></em></td>
</tr>
</tbody>
</table>

Registered Holder       Principal Amount
W CBS, LLC             $360,000.00

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above together with five and one-half percent (5.5%) interest at the office of the Fremont City Treasurer, as Paying Agent and Registrar, from the Original Issuance Date identified above. Accrued interest for 2020 shall be made in the form of Interest only payments in two (2) installments annually due July 15, 2020 and December 15, 2020. Thereafter principal shall be payable in twenty eight (28) equal semi-annual installments due July 15, 2021, December 15, 2021, and each June 15 and December 15 thereafter through December 15, 2034. The 2034 tax liability levied for 2034 shall be divided when the 2034 tax payments are made in 2035. Payments on this Note will be made by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal of this Note is payable in any coin or currency of the United States of
America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Development Agency of the City of Fremont, Nebraska Redevelopment Revenue Note (WCBS Redevelopment Project), Series 2019, aggregating Three Hundred Sixty Thousand and 00/100 Dollars ($360,000.00) (the “Note”) in principal amount which has been issued pursuant to Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the “Act”) and under and pursuant to a Resolution adopted by the Governing Body of the Issuer (the “Resolution”), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the Project as identified in the Redevelopment Agreement by and between the Issuer and the Registered Holder hereof. All such revenue has been duly pledged for that purpose. If the Project does not generate sufficient Tax Increment Revenues or the Issuer does not receive sufficient Tax Increment Revenues to pay the Note in full, then the Issuer shall only pay the net amount received in Tax Increment Revenues from the Project as full payment of this Note.

THIS NOTE DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible “redevelopment project” as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Fremont, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly
done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a purchase letter, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is issuable in the form of a registered Note without coupons. Subject to such conditions and upon the payment of such charges provided in the Resolution, the owner of any registered Note or Notes may surrender the same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of registered Notes of any other authorized denominations.

The Note is prepayable at any time in whole or in part, at a prepayment price of par, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service or in the event the Redeveloper directs the Issuer that it wishes to prepay the Note.

Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit under the Redevelopment Agreement referred to herein or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.
THE COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF FREMONT,
NEBRASKA

ATTEST:

___________________________   By: _______________________________
Secretary                                   Chairman

CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the within-mentioned Resolution.

Fremont City Treasurer,
as Paying Agent and Registrar

By: _______________________________
Authorized Signature
EXHIBIT “C”

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

Assumptions:
- Dodge Co. Tax Levy (2018): 2.041365
- TIF period (years): 14
- Interest Rate: 5.5%

Property Value Assumptions:

<table>
<thead>
<tr>
<th></th>
<th>Assessed Value</th>
<th>Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Project</td>
<td>$184,000</td>
<td>$4,000</td>
</tr>
<tr>
<td>Completed Project</td>
<td>$1,995,000</td>
<td>$41,000</td>
</tr>
<tr>
<td>Difference</td>
<td>$1,811,000</td>
<td>$37,000</td>
</tr>
</tbody>
</table>

TIF Calculations:
- Annual Tax Increment: $37,000
- TIF Loan Amount: $360,000

2. PROJECTED TIF USES

<table>
<thead>
<tr>
<th>Project Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Admin. Fee – 1%</td>
</tr>
<tr>
<td>B. Cost of Issuance</td>
</tr>
<tr>
<td>C. City Improvements – 5%</td>
</tr>
<tr>
<td>D. Site Acquisition</td>
</tr>
<tr>
<td>E. Site Preparation &amp; Grading</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

*Eligible TIF Uses are projected to be over $563,630, but the TIF Revenue Projection is limited to $360,000 which is the sum generated by the projected incremental revenues based on the projected valuation of the redevelopment project. For purposes of the Cost Certification required by Section 4.02, Redeveloper shall be required to certify costs up to the amount of the TIF Note of $360,000.

1 All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

Exhibit “C”
EXHIBIT “D”

CERTIFICATE OF COMPLETION

The Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska (the “CDA”), hereby makes the conclusive determination and certification that, with regard to the following real property situated in the City of Fremont, Dodge County, Nebraska, to wit:

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. (“Redeveloper Property”), all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement (WCBS Redevelopment Project) by and between the Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska, and WCBS, LLC, a Nebraska limited liability company, and its successors and assigns (“Redeveloper”), said Agreement dated as of ______________, 2019 and a Memorandum of which is recorded as Instrument No. 2019-________, in the office of the Register of Deeds for Dodge County, Nebraska.

The CDA further makes the conclusive determination that the Private Improvements (as defined in the Agreement) to the above-described Redeveloper Property are presently in conformance with the Agreement.
IN WITNESS WHEREOF, the CDA and Redeveloper have executed this
instrument this _____ day of _____________________, 2019.

“CDA”

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_____________________, Chairperson

STATE OF NEBRASKA  )
) ss.
COUNTY OF DODGE   )

The foregoing instrument was acknowledged before me this ___ day of
_______________, 2019, by _____________, Chairperson of the Community
Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

______________________________
Notary Public
“REDEVELOPER”

WCBS, LLC, a Nebraska limited liability company

By: ________________________________
Name: ________________________________
Title: Manager ________________________________

STATE OF NEBRASKA
COUNTY OF DODGE

) ss.

The foregoing instrument was acknowledged before me this __ day of ______, 2019, by _________________, Manager of WCBS, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

______________________________
Notary Public
EXHIBIT “E”

MEMORANDUM OF REDEVELOPMENT AGREEMENT
(See Attached)
MEMORANDUM OF REDEVELOPMENT AGREEMENT  
(WCBS REDEVELOPMENT PROJECT)  

This Memorandum of Redevelopment Agreement ("Memorandum") is made this ___ day of __________, 2019 by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA") and WCBS, LLC, a Nebraska limited liability company ("Redeveloper").

1. Redevelopment Agreement. CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the CDA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and 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.

2. Tax Increment Financing. The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date of January 1, 2020. The Tax Increment so captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. Remaining Terms. The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in Fremont, Nebraska.
“CDA”

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_______________________, Chairperson

STATE OF NEBRASKA  )
     ) ss.
COUNTY OF DODGE  )

The foregoing instrument was acknowledged before me this ___ day of
______________, 2019, by ____________, Chairperson of the Community
Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

_______________________
Notary Public
“REDEVELOPER”

WCBS, LLC, a Nebraska limited liability company

By: ________________________________
Name: ______________________________
Title: Manager ______________________

STATE OF NEBRASKA  
COUNTY OF DODGE

The foregoing instrument was acknowledged before me this ___ day of ________, 2019, by ________________, Manager of WCBS, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

______________________________
Notary Public
COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF FREMONT, NEBRASKA

RESOLUTION NO. 2019-004
(Redevelopment Agreement for the WCBS, LLC. Redevelopment Project)

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF FREMONT, NEBRASKA APPROVING THE REDEVELOPMENT
AGREEMENT FOR THE WCBS, LLC. REDEVELOPMENT PROJECT AND
AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING
INDEBTEDNESS.

WHEREAS, the Community Development Agency of the City of Fremont, Nebraska (the “CDA”) via Resolution No. 2014-138, dated July 29, 2104, approved and adopted a Redevelopment Plan and an Amendment to the Redevelopment Plan on May 14, 2019 via Resolution 2019-002, including the Cost-Benefit Analysis (the “Redevelopment Plan”) for the Morningside Road Redevelopment Area in the City of Fremont, Nebraska for a project identified as the WCBS, LLC. Redevelopment Project (the “Project”) pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the “Act”);

WHEREAS, a copy of the Redevelopment Agreement by and between the CDA and WCBS, LLC, a Nebraska limited liability company, that will implement and govern the Project (the “Redevelopment Agreement”) is attached as Attachment “A” and incorporated herein by this reference;

WHEREAS, on February 27, 2018, a meeting of the CDA was held at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved;

WHEREAS, the Redevelopment Plan and the Redevelopment Agreement 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 and its objectives are being accomplished in the Redevelopment Agreement for the Project;

WHEREAS, the Project as described in the Redevelopment Agreement would not be economically feasible as designed without the use of tax increment financing; and the Project as designed would not occur in the North Broad Street Redevelopment Area without the use of tax increment financing; and the Project is in the long-term best interests of the community;
WHEREAS, the CDA has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the general plan for development of the City of Fremont, and in the best interests of the City of Fremont; 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 Agreement and to approve TIF Indebtedness in an amount not to exceed Three Hundred Sixty Thousand and No/100 Dollars ($360,000.00) in the form of the TIF Note attached to the Redevelopment Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the CDA of the City of Fremont, Nebraska does hereby approve and adopt the Redevelopment Agreement in substantially the form attached hereto as Attachment “A”;

BE IT FURTHER RESOLVED, that the CDA of the City of Fremont hereby authorizes its legal counsel to finalize the terms and conditions of the Redevelopment Agreement on behalf of the CDA, and that any and all actions previously taken by its legal counsel to fulfill this resolution are hereby ratified and approved, except that the amount of the TIF Indebtedness and the use of the TIF proceeds shall not be modified without the consent and approval of the CDA;

BE IT FURTHER RESOLVED, that the CDA of the City of Fremont is hereby authorized, following the lapse of thirty (30) days after the approval of the Redevelopment Agreement, issue indebtedness in an amount not to exceed Three Hundred Sixty Thousand and No/100 Dollars ($360,000.00) in the form of the TIF Note attached to the Redevelopment Agreement, with such TIF Indebtedness to be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the CDA nor the City of Fremont; and

BE IT FURTHER RESOLVED, that the CDA hereby authorizes its Chair to execute and deliver the Redevelopment Agreement and to take all such other actions contemplated and required by the Redevelopment Agreement and to fulfill the resolutions set forth above.

DATED THIS 28th DAY OF MAY 2019.

THE CITY OF FREMONT, NEBRASKA

By: ________________________________
Scott Getzschman, Chairperson

ATTEST: ______________________________
Tyler Ficken, Secretary
ATTACHMENT “A”

Redevelopment Agreement

[See Attached]
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jody Sanders, CPA, Director of Finance
DATE: May 28, 2019
SUBJECT: Claims

Recommendation: Move to approve May 15 through May 28, 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 24, 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 30, 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:

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<tr>
<td>City/Governmental funds claims total</td>
<td>$ 1,224,908.04</td>
</tr>
<tr>
<td>Utility funds claims total</td>
<td>$ 2,239,632.77</td>
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<tr>
<td>Total of all claims</td>
<td>$ 3,464,540.81</td>
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EAL DESCRIPTION: EAL: 05162019 SHEETSJ

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

VOUCHER SELECTION CRITERIA
Voucher/discount due date ............... 05/16/2019
All banks ................................ A

REPORT SEQUENCE OPTIONS:
Vendor ..................................... X
Bank/Vendor ................................ Y
Fund/Dept/Div ............................. Y
Fund/Dept/Div/Element/Obj ............. Y
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 ................. 2019/08
Payment date ........................... 05/16/2019
# Expenditure Approval List

**Program: GM339L**  
**As Of: 05/16/2019**  
**Payment Date: 05/16/2019**

**City of Fremont**  
**General Fund**

**Bank: 00**

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<th>INVOICE NO</th>
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<th>VENDOR P.O. NO</th>
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VENDOR TOTAL * .00 107,247.50

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VENDOR TOTAL * .00 2,671.25

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VENDOR TOTAL * .00 15,566.67

01 Employee Benefits

BANK TOTAL * .00 125,485.42

HAND ISSUED TOTAL *** 125,485.42

EFT/EPAY TOTAL *** 195,381.00

TOTAL EXPENDITURES **** 111,960.89 320,866.42

GRAND TOTAL ****************** 432,827.31
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Final Total: 243,437.27  Count: 197
PAYMENT TYPES:

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

VOUCHER SELECTION CRITERIA:

Voucher/discount due date ..................... 05/17/2019
All banks ...................................... A

REPORT SEQUENCE OPTIONS:

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

This report is by: Bank/Vendor
Process by bank code? (Y,N) ............... Y
Print reports in vendor name sequence? (Y,N) . Y
Calendar year for 1099 withholding ........ 2019
Disbursement year/per ....................... 2019/08
Payment date .................................. 05/17/2019
We had six temporary employees whose hours were overlooked in processing payroll. These manual checks were issued for their net payroll from the 5/16/2019 payroll period. Names were redacted as the individual checks are listed, instead of a single total.
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VENDOR TOTAL * .00 2,663.90

01 Employee Benefits

BANK TOTAL * .00 2,663.90

HAND ISSUED TOTAL *** 2,663.90

TOTAL EXPENDITURES **** 1,427.49 2,663.90

GRAND TOTAL ************************ 4,091.39
PAYMENT TYPES
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EFTs .................................................. Y
ePayables ........................................... Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date ...................... 05/29/2019
All banks .......................................... A

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

Process by bank code? (Y,N) ................. Y
Print reports in vendor name sequence? (Y,N) .. Y
Calendar year for 1099 withholding ........ 2019
Disbursement year/per ........................ 2019/08
Payment date ................................. 05/29/2019
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| 113325/3 | PI4052 | 036958 | ACE HARDWARE | 00 05/29/2019 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 48.96
| 113346/3 | PI3999 | 036958 | ACE HARDWARE | 00 05/29/2019 | 001-2027-452.30-56 | BLANKET PURCHASE ORDER | 10.74
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| 113416/3 | PI3999 | 036958 | ACE HARDWARE | 00 05/29/2019 | 001-2027-452.30-79 | BLANKET PURCHASE ORDER | 62.54
| 113477/3 | PI4052 | 036958 | ACE HARDWARE | 00 05/29/2019 | 001-2027-452.30-79 | BLANKET PURCHASE ORDER | 6.99
| 113516/3 | PI4205 | 036958 | ACE HARDWARE | 00 05/29/2019 | 001-2027-452.30-79 | BLANKET PURCHASE ORDER | 14.99
| 113527/3 | PI4151 | 036958 | ACE HARDWARE | 00 05/29/2019 | 001-2027-452.30-48 | BLANKET PURCHASE ORDER | 102.96
| 113535/3 | PI4053 | 036958 | ACE HARDWARE | 00 05/29/2019 | 029-2034-466.30-48 | BLANKET PURCHASE ORDER | 39.96
| 0006884 | 00 | ADAMS & SULLIVAN PC LLC | 00 05/29/2019 | 001-1016-412.20-34 | BLANKET PURCHASE ORDER | 18,543.75
| 0006899 | 00 | AMERICAN FENCE COMPANY LLC | 00 05/29/2019 | 029-2034-466.20-60 | FIELD PURCHASE ORDER | 190.40
| 9999999 | 00 | ARCHER, KELSEY | 00 05/29/2019 | 001-2029-347.00-00 | ELIJAH JONES/BB REFUND | 60.00
| 000983 | 00 | ARPS RED-E-MIX INC. | 00 05/29/2019 | 012-2025-431.30-69 | BLANKET PURCHASE ORDER | 395.00
| 000846 | 00 | AT&T MOBILITY LLC | 00 05/29/2019 | 001-1206-422.20-12 | GENERAL | 168.96
| 0003993 | 00 | AUDIO VIDEO SPECIALIST | 00 05/29/2019 | 001-2027-452.20-60 | GENERAL | 125.00
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| 00066666 | 00 | BAUER BUILT INC | 00 05/29/2019 | 001-1209-421.30-63 | FIELD PURCHASE ORDER | 546.92
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VENDOR TOTAL * 285.60

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**City of Fremont**  
**General Fund**  

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April Special project hours

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Payment date: 05/29/2019
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| 0006211 | 00   | PRAIRIE MECHANICAL CORP           | 39472      | PI4250 038047   | 00         | 05/29/2019 | 001-2031-455.20-60 | GENERAL                          | 306.00       |

**VENDOR TOTAL**: 306.00

| 0005818 | 00   | PRIME COMMUNICATIONS INC          | 53035      | PI4096 036928   | 00         | 05/29/2019 | 001-1209-421.40-99 | GENERAL                          | 1,259.43     |

**VENDOR TOTAL**: 1,259.43

| 0002876 | 00   | RAWHIDE CHEMOIL INC               | 772804     | PI4140 038051   | 00         | 05/29/2019 | 001-2027-452.30-44 | GENERAL                          | 463.70       |
|         |      |                                    | 772805     | PI4141 038051   | 00         | 05/29/2019 | 001-2027-452.30-44 | GENERAL                          | 774.60       |
|         |      |                                    | 772802     | PI4251 038050   | 00         | 05/29/2019 | 001-2042-440.30-44 | GENERAL                          | 679.84       |
|         |      |                                    | 772803     | PI4252 038050   | 00         | 05/29/2019 | 001-2042-440.30-44 | GENERAL                          | 334.27       |

**VENDOR TOTAL**: 2,252.41

| 0003505 | 00   | RECORDEO BOOKS INC               | 76178579   | PI4234 037796   | 00         | 05/29/2019 | 001-2031-455.30-51 | GENERAL                          | 628.44       |

**VENDOR TOTAL**: 628.44

| 0000298 | 00   | RECREONICS INC                   | 805071     | PI4199 038053   | 00         | 05/29/2019 | 001-2028-451.30-49 | GENERAL                          | 378.00       |
|         |      |                                    | 805071     | PI4201 038053   | 00         | 05/29/2019 | 001-2028-451.20-99 | GENERAL                          | 33.99        |
|         |      |                                    | 805071     | PI4200 038053   | 00         | 05/29/2019 | 001-2030-451.30-49 | GENERAL                          | 378.00       |
|         |      |                                    | 805071     | PI4202 038053   | 00         | 05/29/2019 | 001-2030-451.20-99 | GENERAL                          | 33.99        |

**VENDOR TOTAL**: 823.98

| 0006845 | 00   | ROCKY MOUNTAIN RESERVE LLC       | 2190710    | PI4131 037599   | 00         | 05/29/2019 | 060-0660-442.70-03 | BLANKET PURCHASE ORDER           | EFT: 527.90  |

**VENDOR TOTAL**: 527.90

| 0006767 | 00   | SAPP BROS INC                    | 412632     | PI4047 038016   | 00         | 05/29/2019 | 012-2025-431.30-44 | FIELD PURCHASE ORDER             | 126.50       |

**VENDOR TOTAL**: 126.50

| 0003037 | 00   | SCHEMMER ASSOCIATES INC          | 07509-001-3| PI4233 037781   | 00         | 05/29/2019 | 001-2026-451.40-13 | GENERAL                          | 32,120.00    |

**VENDOR TOTAL**: 32,120.00

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01 Employee Benefits

01 Employee Benefits

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## Expenditure Approval List

**City of Fremont**  
**Community Development Agency of COF**  
**Bank:** 13

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Water Fund – 053
Sewer Fund – 055
Gas Fund – 057
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**TOTAL EXPENDITURES **** 85,346.83**

**GRAND TOTAL ********************* 793,325.63**
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Checks .......................... Y
EFTs .............................. Y
ePayables ........................ Y

VOUCHER SELECTION CRITERIA
Voucher/discount due date ................. 05/16/2019
All banks ........................ A

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

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Process by bank code? (Y,N) ............... Y
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**TOTAL EXPENDITURES ****** | 179,156.35 | 140,188.69

**GRAND TOTAL ************** | 319,345.04 |
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| Disbursement year/per                   | 2019/08 |
| Payment date                            | 05/20/2019 |</p>
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**TOTAL EXPENDITURES ******: 150,436.40

**GRAND TOTAL ************: 150,436.40
EAL DESCRIPTION: EAL: 05232019 ANDERSEND

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

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Bank/Vendor .....................................
Fund/Dept/Div ..................................
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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
Payment date ................................. 05/29/2019
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**PROGRAM:** GM339L  
**DEPARTMENT OF UTILITIES**

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**Payment date:** 05/29/2019

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- FREMONT WINNELSON CO: 146.67
- GOVCONNECTION INC: 2,198.81
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**Payment Date:** 05/29/2019

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COMMUNITY DEVELOPMENT AGENCY MEETING MINUTES
MAY 14, 2019, 7:00 P.M.
CITY COUNCIL CHAMBERS 400 EAST MILITARY AVE., FREMONT, NE

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

2. Roll call. Roll call showed Members Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus and Legband present. McClain absent. 7 Members present.

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 Road. Member Legband moved, seconded by Member Jacobus to receive into the record a map titled “Pure Properties. LLC. Morningside Crossing”. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Member Yerger moved, seconded by Member Jacobus to receive into the record various photographs of the property. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Member Jacobus moved, seconded by Member Legband to receive into the record a copy of Neb. Rev. Stat. 18-2117.03. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Chairman Getzschman opened the public hearing. The public hearing was closed after receiving comments from the public. Member Bechtel moved, seconded by Member Legband to approve Resolution 2019-001. Ayes: Ellis, Kuhns, Bechtel, Jacobus, Legband. Nays: Yerger, Jensen. Motion carried.

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 Road. Member Jacobus moved, seconded by Member Legband to receive into the record an email from Chris Hoegemeyer, President of Western Integrated Seed. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Chairman Getzschman opened the public hearing. The public hearing was closed after receiving comments from the public. Member Kuhns moved, seconded by Member Bechtel to approve Resolution 2019-002. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

5. Adjournment. Moved by Member Legband seconded by Member Jensen to adjourn the meeting. Ayes: Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Legband. Motion carried. Meeting adjourned at 8:30p.m.

CITY COUNCIL MEETING MINUTES
May 14, 2019
REGULAR MEETING – 7:00 P.M. STUDY SESSION – 6:45 P.M.
CITY COUNCIL CHAMBERS 400 EAST MILITARY, FREMONT NE

REGULAR MEETING:
1. Meeting called to order. After the Study Session 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 Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus and Legband
present. McClain absent. 7 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 Legband to amend the Resolution to the previous meeting language and subject to the following conditions to read: when installed the septic and water systems need to meet all state and local codes and regulations with documented proof of such on file with buildings department prior to occupation certificate issued, floodplain development permit will be required, and campers must be road ready not permanently attached and on site not to exceed 180 days per calendar year. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member Legband to approve the amended Resolution 2019-060. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

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 and Johnson Rd. Mayor Getzschman opened the public hearing. The public hearing was closed after receiving comments from the public. Council Member Kuhns moved, seconded by Council Member Legband to approve Resolution 2019-071. Ayes: Ellis, Kuhns, Bechtel, Jensen, Jacobus, Legband. Nay: Yerger. Motion carried.

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. Mayor Getzschman opened the public hearing. The public hearing was closed after receiving comments from the public. Council Member Jacobus moved, seconded by Council Member Kuhns to approve Resolution 2019-072. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

CONSENT AGENDA:
Moved by Council Member Jensen seconded by Council Member Jacobus to approve items 7, 8 and 10 through 19 of the consent agenda. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

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

8. Receive report of the Treasury

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

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

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

13. Motion to approve request for fee waiver for Flood Fundraiser at Christensen Field

14. Motion to approve request for use of Clemmons Park for Boot Camp

15. Motion to approve request for use of parks for yoga classes
16. Motion to approve request for use of Ronin Pool for FAST swim meet

17. Motion to approve request for use of Ronin Pool for FHS summer workouts

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

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)

ITEMS REMOVED FROM THE CONSENT AGENDA FOR SEPARATE DISCUSSION:

9. Dispense with and approve April 30, 2019 City Council Meeting Minutes. Council Member Jacobus moved, seconded by Council Member Legband to amend the minutes to add unanimous vote of Council Members to item #19. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Jensen moved, seconded by Council Member Jacobus to approve the amended minutes. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

UNFINISHED BUSINESS: requires individual associated action

20. Ordinance 5495 Temporary Drone Zones. Council Member Jacobus moved, seconded by Council Member Legband to table the item indefinitely. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

21. Resolution 2019-075 Temporary Drone Zones. Council Member Jacobus moved, seconded by Council Member Legband to receive into the record an e-mail regarding the proposed drone zones. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member Legband to continue the item to the May 28, 2019 City Council Meeting with a focus being on adoption of a site near the hospital. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

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. Council Member Jacobus moved, seconded by Council Member Jensen to limit the area to the City of Fremont, the Extraterritorial Jurisdiction, and the Village of Inglewood. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member Legband to approve Resolution 2019-077 as amended. Ayes: Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Nay: Ellis. Motion carried.

23. Motion to receive and Record Quitclaim deed from Farmland Fremont and Railroad Drainage District for flood levee. Council Member Kuhns moved, seconded by Council Member Jacobus to approve receiving and authorize the recording of Quitclaim deed from Farmland Fremont and Railroad Drainage District for flood levee. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

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. Council Member Yerger moved, seconded by Council Member Jacobus to approve Resolution 2019-078. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

25. Resolution 2019-076 to adopt the City of Fremont Disadvantaged Business Enterprise (DBE) Program for the Fremont Municipal Airport. Council Member Kuhns moved, seconded by council Member
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. Council Member Yerger moved, seconded by Council Member Legband to continue the item until the next meeting. Ayes: Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

27. Adjournment. Moved by Council Member Jacobus seconded by Council Member Yerger to adjourn the meeting. Ayes: Ellis, Bechtel, Yerger, Jensen, Jacobus, Kuhns, Bechtel. Motion carried. Meeting adjourned at 11:27p.m.
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Dave Goedeken, Public Works Director
DATE: May 28, 2019
SUBJECT: Airport Aerial Applicators Agreement

Background: GFG Spray Services has applied for an Aerial Applicators Agreement to operate a Crop Dusting Service from the Fremont Airport for the 2019 Spraying Season. The Agreement stipulates that the applicant show proof of insurance, will comply with all local, state, and federal requirements, and will pay a $1,500.00 fee into the airport fund at the time of occupancy at the airport. This item was reviewed and approved by the Airport Advisory Board at the May 17, 2019 meeting.

Fiscal Impact: The City of Fremont receives a fee of $1,500.00 for this agreement, there are no City expenses related to this agreement. The applicant pays the fee at the time they commence activity at the airport.
AERIAL APPLICATOR AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Fremont, hereinafter referred to as "City", and G FG Spray Service G FG Ag Prod, referred to as "Aerial Applicator."

WHEREAS, Aerial Applicator desires to use the airport in connection with its aerial application and crop dusting business, and

WHEREAS, City agrees to allow Aerial Applicator to use the airport for said aerial application business but desires to be indemnified against any environmental hazard or waste contamination.

NOW, THEREFORE, in consideration of the mutual covenants herein described, the parties agree as follows:

1. Aerial Applicator shall pay a fee of $1,500.00 before the start of Aerial Applicator spray operations, for the calendar year of 2019 for the use of the airport in connection with its aerial application business. The term of this Agreement shall be for the calendar year of 2019. Aerial Applicator shall also provide and have available a spill prevention kit to contain and absorb any fuel or chemical spill on Fremont Airport property. Any spills will be cleaned up immediately and completely at the Aerial Applicator’s expense and to the satisfaction of the City of Fremont.

2. The parties acknowledge that Aerial Applicator uses certain hazardous substances in the course of conducting its business. Aerial Applicator shall, at Aerial Applicator’s sole cost and expense, comply with all the requirements and orders now in force in which may hereafter be imposed by all federal, state, county, municipal and other applicable governmental authorities pertaining to Aerial Applicator’s use and occupancy of the airport for its aerial application business.
   a. In the event Aerial Applicator receives a notice of violation from a governmental authority or becomes aware of an event or condition which would give rise to violation, Aerial Applicator shall give prompt notice thereof to the Airport Manager, including an accurate and complete written report of the event or condition. Aerial Applicator shall also provide to the Airport Manager a written plan for the repair, abatement or remediation, as the case may be, of the violation, including a timetable for completion of the plan. Aerial Applicator shall promptly execute the plan at his sole cost and expense.
   b. In the event Aerial Applicator fails to perform any act required under this paragraph 2, it shall be deemed in default under the terms of this Agreement and City may terminate this Agreement. City shall be entitled to collect from Aerial Applicator any fines, penalties,
expenses of repair, expenses of remediation (including professional’s expenses and consultant’s fees) and all direct and consequential damages incurred as a result of Aerial Applicator’s default under this paragraph 2.

3. Aerial Applicator agrees to indemnify and hold City harmless against any loss, liability, cost, expense or claim, including but not limited to attorney fees, disbursements, laboratory fees and consultant fees which the City may sustain resulting from or on account of any claims arising from the enforcement of any environmental protection laws by any federal, state or municipal environmental protection laws, regulations or policies. Aerial Applicator shall not be responsible for any expense related to any condition created or contributed to by City, which condition is volatile of any environmental law, regulation or policy. The provisions of this paragraph shall survive the termination of this Agreement and inure to the benefit of City, its successors or assigns.

4. Aerial Applicator shall obtain, maintain in full force and effect, and strictly comply with any and all governmental permits, approvals and authorizations necessary for the conduct of its business operations and shall supply the City with copies of such permits, approvals and authorizations. Aerial Applicator shall promptly notify the Airport Manager of the expiration or the revocation of any such permits, approvals and authorizations and shall promptly notify the Airport Manager with a copy of any notice of violation of any environmental law, regulation, state, ordinance, policy or Aerial Applicator receives.

5. Aerial Applicator shall have and use radios while performing spray operations off the Fremont Municipal Airport.

6. The Aerial Applicator shall purchase their fuel at the Fremont Municipal Airport while operating from the site.

7. The parties hereto recognize that Aerial Applicator will be using or producing substances which are deemed “hazardous” under certain federal and state laws and regulations, that such use or production will be in the ordinary course of Aerial Applicator’s business and cannot be avoided, and that there are no substitute substances available which are not “hazardous” substances.

8. The parties further recognize that the City needs adequate assurances that in the event of an adverse environmental occurrence, such as a leak during storage, transportation, handling or disposal, or a release of one of these substances, Aerial Applicator will have sufficient financial resources to remedy the problem, as required by federal and state law, and to adequately compensate for injury to person or property of third parties who may be affected by the adverse environmental occurrence. The term “an adverse environmental event” shall be defined as a release of a hazardous substance (as defined below), which release either poses a threat to the
quality of air, water, lawn, fish, wildlife or natural resources, or a threat of damage to persons or property, and which will require remediation under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

9. The parties further recognize that under CERCLA, 42 USC § 9601 et seq., the federal authorities are not required to recognize the hold harmless provision contained elsewhere in this Agreement, whereby Aerial Applicator agrees to indemnify City for the cost of remediation and injury to persons and property, among other things. The intent of the parties is to provide a source of funds to reimburse City for such remediation costs and damages, should they be deemed liable therefore by any governmental authority or court of law. Accordingly, Aerial Applicator shall provide written proof by providing a copy of the insurance policy, bond or irrevocable letter of credit (hereafter "security"), in at least the amount of $2,000,000, which shall name the City as additionally insured, beneficiary or payee, as the case may be. The security shall be payable to City in the event that an adverse environmental event occurs on the leased property.

10. The term "hazardous substance" shall mean any substance hazardous under any of the following statutes, or under any other statute or regulation of any governmental authority: The Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC § 6901 et seq.; the Hazardous Material Transportation Act, 49 USC § 1801 et seq.; and the Toxic Substances Control Act, 15 USC § 2601 et seq.; and regulations promulgated thereunder.

11. It is the intent of the parties that Aerial Applicator be responsible for the expense of any clean up, remediation or damages. The security is to be provided as extra protection against such expenses.

12. Aerial Applicator shall provide proof of the existence of such security to City before using the airport for aerial application. Aerial Applicator shall also provide to City proof of payment of any premium or fees in connection with the security. If an insurance policy is used, Aerial Applicator shall obtain a clause in the policy guaranteeing City thirty (30) days notice prior to cancellation of the policy for any reason. In the event Aerial Applicator fails to pay a premium or fee when due, City may pay the same and charge the cost thereof back to Aerial Applicator as additional fees. Such additional fees shall be due and payable on the first day of the month following the month in which City made payment. Failure to maintain the required security throughout the duration of the agreement term, or to reimburse City for its payment of a premium or fee, shall be an event of default under this Agreement.

13. Aerial Applicator shall perform any act or produce any data which may be required by a company which agrees to provide the security. This may include, but shall not be limited to, undertaking an
environmental site assessment, allowing periodic review of business records by the company, or releasing financial data and descriptions of business operations.

14. Aerial Applicator shall use all reasonable means to prevent an adverse environmental occurrence and City, through its representatives, employees and agents, shall be permitted at all reasonable times to inspect any of Aerial Applicator’s facilities and equipment for the purpose of determining compliance with this paragraph.

15. This Agreement shall not be assigned by Aerial Applicator without express written consent of City.

WHEREFORE, the parties have executed this Agreement this 21 day of April, 2019.

by Walker Luedtke
Aerial Applicator

FREMONT MUNICIPAL CITY

By: ________________________________
CERTIFICATE OF INSURANCE
REVISION 1

This is to certify to:
(Certificate Holder):
City of Fremont, NE, Airport Authority
400 East Military Avenue
Fremont, NE 68025

The following policy(ies) have been issued to:
GFG Spray Service, LLC, Trustor
and Bank of Utah, Trustee
117 N. Alanthus Ave.
Stanberry, MO 64489

AIRCRAFT POLICY NO: AG 001009 04
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

POLICY PERIOD: FROM: July 12, 2018 TO: July 12, 2019

AIRCRAFT LIABILITY EXCLUDING CHEMICAL LIABILITY:

- C. Bodily Injury Liability Excluding Passengers: $...
- D. Property Damage: $XXX...
- E. Passenger Bodily Injury: $...
- F. Combined Bodily Injury & Property Damage Liability Excluding Passenger & Excluding Chemical Liability: $1,000,000

LIMTS OF LIABILITY

- EACH PERSON
- EACH OCCURRENCE

AIRCRAFT CHEMICAL LIABILITY:

- G. Limited Chemical Bodily Injury Liability: $...
- H. Limited Chemical Property Damage: $XXX...
- I. Limited Chemical Combined Bodily Injury/Property Damage: $...
- J. Comprehensive Chemical Bodily Injury Liability: $...
- K. Comprehensive Chemical Property Damage Liability: $XXX...
- L. Comprehensive Chemical Combined Bodily Injury & Property Damage Liability: $XXX...

LIMTS OF LIABILITY

- EACH PERSON
- EACH OCCURRENCE

DESCRIPTION OF AIRCRAFT

FAA NUMBER: N277LA
YEAR: 2012
MAKE & MODEL: Air Tractor AT-802
INSURED VALUE: $900,000
NOT IN-MOTION: $250
DEDUCTIBLES: $10,000

PHYSICAL DAMAGE COVERAGE:

ALL RISKS GROUND AND IN-FLIGHT

- As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced Policy

AIRPORT POLICY NO:
INSURANCE COMPANY:

POLICY PERIOD: FROM: TO:
OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGE:

- M. Aerial Applicator's Premises Liability: $XXX...

LIMTS OF LIABILITY

- EACH PERSON
- EACH OCCURRENCE

- $2,000,000

*Refer to the Policy, an Annual Aggregate limit may apply to some coverages.

This Certificate Holder is:

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Provided Breach of Warranty Coverage on Aircraft Physical Damage Coverage not to exceed 90% of the Insured Value.
- Included as an Additional Insured, but only with respect to operations of the Named Insured.
- Provided a Waiver of Subrogation, but only as respects Aircraft Physical Damage Coverage.

OTHER COVERAGE/CONDITIONS/REMARKS:

Provision has been made to give the Certificate Holder thirty (30) days Notice of Cancellation - ten (10) days for nonpayment of premium of any policy above, however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

Agency Name: EBCO Aviation Underwriters, Inc.
Agency Phone: 800-238-5190

Old Republic Aerospace Representative:

Date: 04/25/2019

1990 Vaughn Road, Suite 350, Kennesaw, GA 30144 • (770) 590-4950 • Fax: (770) 590-0599
STATE OF NEBRASKA

AERIAL PESTICIDE BUSINESS LICENSE

Issued to: GFG Spray Service, LLC

Date of Issue: February 13, 2019
Date of Expiration: December 31, 2019

License Number 151
Dear Taxpayer:

Thank you for the inquiry dated Nov. 13, 2013.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

If you need forms, schedules, or publications, you may get them by visiting the IRS website at www.irs.gov or by calling toll-free at 1-800-TAX-FORM (1-800-829-3676).

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number ( )__________________ Hours__________________

Sincerely yours,

[Signature]
Sheila Bronson
Dept. Manager, Code & Edit/Entity 3

Enclosure(s):
Copy of this letter
AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF
GFG SPRAY SERVICE, LLC

The Articles of Organization of GFG Spray Service, LLC, filed as Midwest Spray Service, LLC, filed on July 13, 2007 with the Missouri Secretary of State are hereby amended and restated in its entirety by these Amended and Restated Articles of Organization.

1. The name of the limited liability company is: GFG Spray Service, LLC

2. The purpose for which the limited liability company is organized:
The transaction of any lawful business for which a limited liability company may be organized under the Missouri Limited Liability Company Act, Chapter 347 RSMo.

3. The name and address of the limited liability company’s registered agent in Missouri is: BC Agent Services, Inc., 3500 One Kansas City Place, 1200 Main Street, Kansas City, Missouri 64105.

4. The management of the limited liability company is vested in one or more members.

5. The duration for this limited liability company is perpetual.

6. The name and street address of the organizer is: Sarah Pfannenstiel, 1200 Main Street, Suite 3500, Kansas City, Missouri 64105

7. The date of occurrence that required these amendments is September 30, 2013.

In Affirmation thereof, the facts stated above are true and correct this 27th day of September, 2013.

[Signature]
Lee Blank, Authorized Person
SECOND AMENDED AND RESTATE OPERATING AGREEMENT
OF
GFG SPRAY SERVICE, LLC

This Second Amended and Restated Operating Agreement ("Agreement") of GFG Spray Service, LLC \[aka Midwest Spray Service, LLC\], a Missouri limited liability company (the "Company"), effective as of January 29, 2014, is entered into by GFG Ag Services, LLC, a Delaware limited liability company, as the sole member of the Company (the "Member").

RECITALS

WHEREAS, the Articles of Organization of the Company were executed and filed with the Office of the Secretary of State of the State of Missouri on July 13, 2007, forming the Company as a limited liability company under and pursuant to the Missouri Limited Liability Company Act (as amended from time to time, the "Act");

WHEREAS, the prior members of the Company entered into the Operating Agreement of the Company on July 13, 2007, and such Operating Agreement was amended and restated in its entirety on September 30, 2013 (collectively, the "Original Agreement"); and

WHEREAS, the Member does hereby adopt this Agreement as the operating agreement of the Company, hereby amending and restating the Original Agreement in its entirety pursuant to the terms hereof, and agrees that the membership in and management of the Company shall be governed by the terms set forth herein, with the intention that this Agreement shall constitute the "operating agreement" (as that term is used in the Act) of the Company.

AGREEMENT

NOW, THEREFORE, the Member agrees as follows:

1. **Name.** The name of the Company is GFG Spray Service, LLC;

2. **Purpose.** The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.

3. **Principal Office; Registered Agent.**

   (a) **Principal Office.** The location of the principal office of the Company shall be such location as the Member may from time to time designate.
(b) **Registered Agent.** The Company's registered agent and office in the State of Missouri shall be the agent and office as set forth in the Articles of Organization of the Company, or such other registered agent and/or registered office as the Member may hereinafter determine.

4. **Member:**

(a) **Initial Member.** The Member is deemed admitted as the sole Member of the Company.

(b) **Additional Members.** One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) **Membership Interests: Certificates.** The Company will not issue any certificates to evidence ownership of the membership interests.

5. **Management:**

(a) **Authority, Powers and Duties of the Member.** The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the Act, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

(b) **Election of Officers: Delegation of Authority.** The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an “Officer”). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Member. Any action taken by an Officer designated by the Member pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.
6. **Limitations of Liability.**

(a) **Exculpation.** To the fullest extent permitted by applicable law, no (i) Member or affiliate of a Member, (ii) member, stockholder, partner, manager, director, officer, employee or agent of a Member or an affiliate of a Member, (iii) Officer, employee or agent of the Company, (iv) affiliate, member, stockholder, partner, manager, director, officer, employee or agent of any direct or indirect wholly owned subsidiary of the Company ("Subsidiary"), or (v) person or entity who is serving at the request of the Company as a partner, manager, trustee, administrator, director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise which is associated with the Company (such entities in clause (v), "Associated Entities") (each in clauses (i)-(v) above, an "Indemnitee") shall be liable to the Company or to any Member for any act performed or omission made by such person in such capacity in connection with this Agreement, the matters contemplated herein or with respect to the business of the Company, any Subsidiary or any Associated Entity, unless such act or omission constitutes fraud, gross negligence or a willful illegal act; provided, however, that the exculpation set forth in this Section 6(a) shall not apply with respect to any act or omission arising on or prior to September 30, 2013, or as to any act or omission arising directly or indirectly out of the transactions provided for in that certain Subscription, Contribution and Purchase Agreement among GFG Ag Holdings, LLC, NVP X: US Holdings, LP, Lee Blank, Steven W. Gage, Carl B. Gage, Scott R. Gage, Brad M. Gage, Tracey G. Wright, Douglas E. McQuinn, Gage’s Fertilizer & Grain, Inc., Gage Farms, Inc., Gage’s Insurance Agency, Inc. and Northwest Ag Finance LLC, and any agreements, documents or instruments executed in conjunction therewith or related to the transactions referenced therein, including, without limitation, the Limited Liability Company Agreement of GFG Ag Holdings, LLC, the Voting and Transfer Restriction Agreement, the Confidentiality and Non-Compete Agreements and the Advisory Services Agreement between such parties (the "Transaction Documents").

(b) **Indemnification.** The Company shall, to the fullest extent permitted by law, indemnify, defend and hold harmless any Indemnitee (and its, his or her respective successors, heirs and legal and personal representatives) who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Company), by reason of any acts or omissions or alleged acts or omissions arising out of such Indemnitee’s activities either on behalf of the Company, any Subsidiary or any Associated Entity and in furtherance of the interests thereof, against all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by any Indemnitee and arise out of or in connection with such action, suit or proceeding; provided, that such Indemnitee’s act or omission does not constitute gross negligence, fraud, or a willful illegal act. The right to indemnification conferred in this Section 6(b) shall include the right to be paid or reimbursed by the
Company for expenses incurred by an Indemnitee of the type entitled to be indemnified under Section 6(b) who was, is, or is threatened to be made, a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the Indemnitee's ultimate entitlement to indemnification. Such expenses shall, at the request of the Indemnitee entitled to be indemnified under this Section 6(b), be advanced by the Company on behalf of such Indemnitee in advance of the final disposition of the proceeding so long as such Indemnitee shall have provided the Company with a written undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined that such Indemnitee is not entitled to be indemnified under this Section 6(b) or otherwise. Notwithstanding the foregoing, the indemnity and expense reimbursement set forth in this Section 6(b) shall not apply with respect to any act or omission arising on or prior to September 30, 2013, or as to any act or omission arising directly or indirectly out of the Transaction Documents.

(g) Cumulative Right: Primary Obligation: No Repeal. The right of any Indemnitee to the indemnification provided in this Section 6 is cumulative of, and in addition to, any and all rights to which such Indemnitee may otherwise be entitled by contract or as a matter of law or equity, and extends to such Indemnitee’s successors, assigns and legal representatives; provided, that (i) to the extent that any Indemnitee is entitled to be indemnified by the Company, any other Indemnitee and/or any insurer under a policy procured by such Indemnitee, the obligations of the Company hereunder shall be primary and the obligations of such other Indemnitee or insurer secondary; and (ii) the Company shall not be entitled to contribution or indemnification from or subrogation against such other Indemnitee or insurer. If this Section 6 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify, defend and hold harmless each Indemnitee pursuant to this Section 6 to the fullest extent permitted by any applicable portion of this Section 6 that shall not have been invalidated and to the fullest extent permitted by law. The provisions of this Section 6 shall be a contract between the Company, on the one hand, and each Indemnitee, on the other hand, pursuant to which the Company and each such Indemnitee intend to be legally bound. No amendment, modification or repeal of this Section 6 that adversely affects the rights of an Indemnitee to indemnification incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Indemnitee’s entitlement to indemnification without the Indemnitee’s prior written consent.

7. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 11.

8. Capital Contributions. The Member may contribute to the Company such cash, property or services as determined by the Member.

(a) **Tax Status.** Unless otherwise determined by the Member, as long as the Member is the sole member of the Company, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal income and all relevant state or local tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company’s tax status as a disregarded entity.

(b) **Income and Deductions.** All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

10. **Distributions.** Distributions shall be made to the Member at the times and in the amounts determined by the Member.

11. **Dissolution; Liquidation.**

(a) The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written consent of the Member; or (ii) any other event or circumstance giving rise to the dissolution of the Company under the Act, unless the Company’s existence is continued pursuant to the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and all assets of the Company at the time of liquidation (including any proceeds thereof) shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

(d) The Member shall comply with any applicable requirements of the Act pertaining to the winding up and dissolution of the Company.

12. **Miscellaneous.**

(a) **Amendments.** Amendments to this Agreement may be made only with the consent of the Member.
(b) **Governing Law.** This Agreement shall be governed by the laws of the State of Missouri, without regard to its conflicts of laws principles.

(c) **Sovereignty.** In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

[Signature page follows]
IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first above written.

CIFG AG SERVICES, LLC

By: __________________________
   Name: ________________________
   Res: _________________________

Signature Page to Second Amended and Restated Operating Agreement—CIFG Syngy Services, LLC
APPLICATION FOR CERTIFICATE OF AUTHORITY
FOREIGN LIMITED LIABILITY COMPANY
Submit in Duplicate

John A. Gale, Secretary of State
Room 1501 State Capitol, P.O. Box 94608
Lincoln, NE 68509
(402) 471-4079
http://www.sos.ne.gov

An original certificate of existence from the appropriate authority in the jurisdiction or state under whose laws the limited liability company was organized must be filed with this document.

NOTE: A certified copy of the company's certificate of organization may not be filed in lieu of a certificate of existence.

Name of Limited Liability Company: GFG Agriproducts, LLC

Alternate Name:

Name and address of registered agent in Nebraska:

Registered Agent Name: O T Corporation System

Registered Agent Address:
9001 South 59th Street
Lincoln, NE 68518

Address of Principal Office:
117 North Alamo Street, Suite 200
Starkville, MS 39759

If required by state or jurisdiction of organization, office maintained in that jurisdiction:

117 North Alamo Street, Suite 200
Starkville, MS 39759

Organized under the laws of the State or Jurisdiction of: MO

Nature of the Business, purposes to be conducted or promoted in this state or professional services being rendered:

Agronomy sales

Effective date if other than the date filed

Signature of Authorized Representative

Printed name of Authorized Representative

FILING FEE: $120.00
January 1, 2011

Neb. Rev. Stat. 21-156
APPLICATION FOR CERTIFICATE OF AUTHORITY
FOREIGN LIMITED LIABILITY COMPANY
Submit in Duplicate

John A. Gale, Secretary of State
Room 1301 State Capitol, P.O. Box 94608
Lincoln, NE 68509
(402) 471-4079
http://www.sos.ne.gov

An original certificate of existence from the appropriate authority in the jurisdiction or state under whose
laws the limited liability company was organized must be filed with this document.
NOTICE: A certified copy of the company's certificate of organization may not be filed in lieu of a
certificate of existence.

Name of Limited Liability Company: GFG Spray Service, LLC

Alternate Name
(complete only if actual name is unavailable for use or does not comply with Nebraska law)

Name and address of registered agent in Nebraska:

Registered Agent Name: CT Corporation System

Registered Agent Address: 5601 South 59th Street, Lincoln, NE 68516

Address of Principal Office: GFG Ag Services, LLC, Member

117 North Allenus Avenue, Stanberry, Missouri 64469

Street and Mailing Address: City State Zip

If required by state or jurisdiction of organization, office maintained in that jurisdiction;

Street and Mailing Address: City State Zip

Organized under the laws of the State or Jurisdiction of Missouri

Nature of the Business, purposes to be conducted or promoted in this state or professional
services being rendered:
Crop spraying services.

Effective date if other than the date filed

GFG Ag Services, LLC, Member

By:
Signature of Authorized Representative: Lee Blank, Chief Executive Officer
FILING FEE: $120.00
January 1, 2011
14 CFR Part 137 Agricultural Aircraft Operations

Aircraft Authorization

1. The certificate holder is authorized to conduct Agricultural Aircraft Operations under the provisions of Title 14 CFR Part 137 using the certificated and airworthy aircraft equipped for agricultural operations that are listed in the following table.

<table>
<thead>
<tr>
<th>Registration Number</th>
<th>Aircraft Make/Model/Series</th>
</tr>
</thead>
<tbody>
<tr>
<td>N4555B</td>
<td>AT-402-402</td>
</tr>
<tr>
<td>N70609</td>
<td>B2R-T34</td>
</tr>
</tbody>
</table>

2. All aircraft shall be equipped with a suitable and properly installed shoulder harness for use by each pilot. No person may operate an aircraft in operations conducted under 14 CFR Part 137 without a safety belt and shoulder harness properly secured about that person except that the shoulder harness need not be fastened if that person would be unable to perform required duties with the shoulder harness fastened.

HQ Control: 04/21/2005

Print Date: 6/29/2011

Midwest Spray Service, LLC
DONNIE R WHITE
PO BOX 21
STANBERRY, MO 64489

Applicator ID        License Type
NEB 107255           Commercial

Licensed Categories  Licensed Thru
01 12                7/31/2020

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

IV NAME
DONNIE RAY WHITE JR

VII NATIONALITY USA

VIII HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

COMMERCIAL PILOT

CERTIFICATE NUMBER 9A-300430

DATE OF ISSUE 12 FEB 2006
RESOLUTION NO. 2019-082

A Resolution of the City Council of the City of Fremont, Nebraska, approving Aerial Applicator Agreement with GFG Spray Services.

NOW AND THEREFORE BE IT RESOLVED: By the City Council of the City of Fremont, Nebraska, that the Mayor and City Clerk are hereby authorized to execute the Aerial Applicator Agreement with GFG Spray Services, allowing GFG Spray Services to operate out of the Fremont Airport during 2019 season.

PASSED AND APPROVED THIS ___ DAY OF ___________________, 2019

_____________________________
Scott Getzschman, Mayor

ATTEST:

___________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer McDuffee – Director of Human Resources
DATE: May 28, 2019
SUBJECT: Agreement for Broker Services

**Recommendation:** Move to approve agreement for insurance broker services with IMA, Inc. for health, life, disability, and Section 125 coverage.

**Background:** IMA, our current broker, has agreed to a one year extension of services at the current rate of $45,000 per year. We have been satisfied with their service to date, but will retain the option to cancel the contract mid-year if needed.

**Fiscal Impact:** $45,000 budgeted expense.
Agreement for Services

This Agreement for services is made and entered into as of the 8th day of May, 2019 by and among City of Fremont, having offices at 400 East Military Avenue, Fremont, NE 68025, for itself and its Named Insureds (hereinafter collectively referred to as “Client”), and IMA, Inc. and its subsidiaries (hereinafter referred to as “IMA”). Named Insureds shall be defined as those entities set forth on policies of insurance covered by this Agreement.

Client has requested IMA to perform certain services (the “Services”) described in Schedule A attached hereto. IMA has agreed to render such Services to Client on the terms and conditions set forth below, and IMA and Client agree it would be to their mutual advantage to execute this Agreement and thereby define the terms and conditions which shall control the rendering of Services to Client by IMA. Fees and payment terms for the provided Services are described in Schedule B attached hereto.

Now, therefore, in consideration of the premises and the covenants and agreements herein contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Confidentiality. IMA and the Client agree that all such Proprietary Information exchanged during the performance of Services under this Agreement shall remain the sole and separate property of the party providing the same, subject to the terms and conditions set forth herein. Proprietary Information includes, without limitation, all information concerning the identities, needs, expirations, policies, or purchasing habits of the Client, all business systems, financial data, computer data or processes, forms appraisals, loss experience, other similar data and other business records; provided, however, such Proprietary Information shall not include information that is in the public domain or is readily available or accessible to the public.

IMA and the Client agree that all such Proprietary Information shall not be disclosed, communicated or otherwise transferred or made available to unrelated third parties without the prior written consent of the entity whose Proprietary Information is being shared, except for those employees, agents, representatives and permitted assigns with a reasonable need to know such Proprietary Information to facilitate the performance of services hereunder. Notwithstanding any term or condition herein to the contrary, each party understands and agrees that upon receipt by either party of an order from a court of competent jurisdiction, the restrictions set forth herein shall not prohibit the receiving party of such order from compliance with any such order. The confidentiality provisions set forth herein shall survive the termination of the Agreement.
2. **Term and Termination.** This Agreement will become effective 12:01 a.m., June 1, 2019 and terminate 12:01 a.m., June 1, 2020 or unless canceled by either party upon thirty (30) days prior written notice of said cancellation, except in the case of nonpayment. Upon cancellation or expiration of the term of this Agreement, no further Services will be provided by IMA to Client except those Services deemed necessary in the sole discretion of IMA to complete the existing Services provided to Client by IMA during the term of the Agreement.

3. **Assignment.** This Agreement may not be assigned by the Client without the prior written consent of IMA and shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Nothing in the Agreement is intended to nor shall confer upon any person or legal entity other than Client or IMA and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

4. **Compensation Disclosure.** The IMA Financial Group, Inc. is a national financial services company with numerous affiliates and subsidiaries, including IMA, Inc.; IMA Select; CORnerstone Risk Solutions, LLC; IMA Acumen, LLC; Towerstone, Inc.; IMA Wealth and Eydent Insurance Services, LLC, (collectively the “IMA Group”). These entities, excluding IMA Acumen, LLC, are insurance producers licensed in accordance with respective state requirements. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers.

The producer may have access to more than one insurance company to place the purchaser’s coverage. The producer may have authority to obligate the insurance company on the purchaser’s behalf and as a result may be required to act within the scope of contractual agreements with the insurer.

Compensation will be paid to the producer by the insurer or other third parties. Compensation may vary depending on a number of factors, including the insurer and the insurance contract the purchaser selects, the volume of business the producer places with the insurer, and the profitability of that business. In addition to the compensation received by the IMA Group, other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by the IMA Group), may earn and retain usual and customary commissions or other compensations for providing insurance products to a Client under separate contracts with insurers or reinsurers. Such payments will not be considered as compensation to IMA and will not offset any compensation payable to IMA. In addition, there may be referral compensation shared within the IMA Group.
Further, the IMA Group may receive contingent or incentive payments or allowances from insurers or finance companies based on the size or performance of an overall book of business produced with them by the IMA Group. Additionally, expense reimbursements for travel or technology enhancements, salary offsets or de minimus gifts may be provided. The IMA Group may also receive interest on premium being held prior to disbursement.

Upon written request, the IMA Group will provide to Client additional details and information about any and all compensation arrangements for insurance placed and/or quoted on behalf of the Client.

5. **Limitation on Stop Loss Liability.** IMA does not make any representations regarding an insurer’s or MGU’s payment or claims denial practices. We do not warrant in any way that all claims submitted to the stop loss carrier will be approved and ultimately reimbursed. The terms and conditions of covered claims for the stop loss insurance policy may not fully correlate with the benefits covered under your benefits program. We will use all information and data supplied by the Client or on the Client’s behalf without independently verifying the accuracy, completeness or timeliness of it. IMA will not be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate or outdated information and data except as provided in Section 6 below.

6. **Business Responsibility.** All Services hereunder shall be provided by IMA to Client in accordance with applicable industry standards and applicable laws and regulations. In turn, Client acknowledges that IMA has made no representation, warranty, or guaranty concerning either the performance of, or the results to be obtained from, the Services provided hereunder. Additionally, IMA has made no representation, warranty, or guaranty concerning the financial condition of any insurance carrier providing coverage to Client. The Client remains solely responsible for reporting and communicating changes in exposures, loss-related data, ownership and other material changes in writing to IMA; further, the Client remains solely responsible for the conduct and governance of its business operations. Client further agrees that any fines or penalties assessed against Client under any local, state, or federal occupational safety and health law, the Americans with Disabilities Act, any local, state, or federal order, rule or statute pertaining to the protection of the environment, or any other local, state, or federal laws, statutes, orders, or regulations shall be the Client’s sole responsibility, and that IMA shall have no responsibility or liability for any portion of any such fines or penalties.

7. **Final Agreement and Jurisdiction.** This Agreement represents the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, supersedes all prior negotiations between such parties, and cannot be amended, supplemented, or modified except by an agreement in writing signed by the party or parties against whom enforcement is sought and making specific reference to in this
Agreement. In the event any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts made in that state.

8. **Execution by Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument.

9. **Notice.** Any notice by either party to the other party shall be deemed served effective (i) upon delivery, if personally delivered, (ii) upon delivery to Federal Express or other similar courier service, marked for next day delivery, addressed as set forth below, (iii) upon receipt if sent by registered or certified mail, return receipt requested, addressed as set forth below. The notice addresses of the parties are:

   **If to Client:**
   City of Fremont  
   400 East Military Avenue  
   Fremont, NE 68025

   **If to IMA:**
   IMA, Inc.  
   1705 17th Street, Suite 100  
   Denver, CO 80202

The customary registered/certified receipt or Federal Express or other courier receipt shall be evidence of such notice. Either party hereto may change the name and address of the designee to whom their notice shall be sent by giving written notice of such change to the other party hereto in the manner above provided, at least ten (10) days prior to the effective date of such notice.
10. **Engagement Confirmation.** The parties agree that the Services provided herein contemplate services in addition to placement activity. No insurance product sale is required under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

“IMA”

IMA, Inc.

By: _____________________________  
Printed Name & Title: _____________________________

Date: _____________________________

“Client”

City of Fremont

By: _____________________________  
Printed Name & Title: _____________________________

Date: _____________________________
Schedule A – Description of Services

Benefit Risk Management

For the purposes of this Agreement, Services shall be defined as set forth below, provided, however, the delivery of all such Services is conditioned upon payment of all invoices, fees and premium associated therewith or due hereunder. Some services may be provided by an authorized services provider acting on behalf of IMA. For the purposes of this Agreement, the employee benefits risk management Services provided shall include the following insurance policies and coverages:

Third Party Administration
- Medical
- Dental
- Section 125 Plan
• Individual and Aggregate Stop Loss
• Group Life and AD&D
• Voluntary Term Life
• Short Term Disability
• Long Term Disability

In some instances, risk placements made by IMA on behalf of the Client may require the payment of state surplus lines or other premium taxes, Federal excise taxes, and/or fees in addition to the premium itself. IMA will make every effort to identify any such tax and/or fee in advance, but in all instances the payment of these taxes and/or fees will remain the sole responsibility and liability of Client.

The Client will have the responsibility to report and communicate changes in exposures, loss-related data, ownership and other material changes in writing to IMA who shall communicate such information to the Clients’ insurance carrier(s).

Some services listed may be applicable only when third party data is available to your organization. Where the data is applicable and/or available, services defined within this agreement shall include, but are not limited to:

<table>
<thead>
<tr>
<th>Fee Agreement Schedule A Scope of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health &amp; Welfare Benefit Plan Strategic Consulting</td>
</tr>
<tr>
<td>✷ Assist with development of a multi-year strategy for all benefits linking goals/objectives for overall plan performance to Client’s business goals</td>
</tr>
<tr>
<td>✷ Provide advisory services including, but not limited to: cost containment and funding approaches, plan and process change recommendations</td>
</tr>
</tbody>
</table>
### Fee Agreement Schedule A Scope of Services

- Health and Welfare benefit plan design analysis and recommendations
- Benchmark reporting
- Meetings with management and/or benefits personnel as requested and at agreed upon regular intervals.

### Vendor-Related Services

- Assist with management of Request for Information (RFI)/Request for Proposal (RFP) process
- Carrier/vendor renewal negotiations
- Market health & welfare plans/contracts as needed
- Assistance with vendor evaluations
- Evaluation and review of plans and coverages
- Ensure implementation of policy changes with vendor(s)
- Provide support functions for employers/employees with carrier(s) and/or vendor(s) for such matters as billing, enrollment, and claims issues and appeals.

### Underwriting and Financial Services

- Analysis of renewal information, including, but not limited to:
  - loss ratios
  - trend
  - pooling charges
  - maturation factors and administrative loads
  - validation of carriers underwriting assumptions
  - review and evaluation of stop loss levels and pricing
- Alternative funding review and modeling
- Provide funding information including premium equivalent rates, COBRA rates and IBNR
**Fee Agreement Schedule A Scope of Services**

- Plan financial analysis, including but not limited to:
  - Network disruption analysis
  - Program cost projections
  - Employee contribution development
  - Reserve setting
  - Customized monthly financial recap
  - Year-end expense projections and reconciliations

**Regulatory Compliance Services**

- Provide legislative and regulatory updates

- Health Care Reform general and client-specific analysis and guidance

- Resource for benefit program and compliance-related questions

- Assist with annual Form 5500 filings by collecting Schedule A’s for all of Client’s benefits plans.

**Communications Services**

- Development of communication strategy and assistance in drafting Plan related communications materials

- Support employee communication efforts

- Open enrollment support

- Assessment and guidance for enrollment solutions

**HR Technology Assessment and Resources**

- Assess current technology needs and define goals

- Engage with subject matter experts

- Manage Request for Information (RFI)/Request for Proposal (RFP) process

**Wellness**

- Perform comprehensive assessment including, but not limited to claims and costs analysis
Fee Agreement Schedule A Scope of Services

- Assist in development of employer goals and strategy
- Assist in development of communication and employee engagement strategy and implementation support
- Vendor management and HRM RFP preparation

Benefit Analytics

- Comprehensive reporting on data and predictive modeling related to multiple benefit plan components including:
  - Plan Design
  - Stoploss
  - Care Management
  - Population Management
  - Patient Compliance
  - Other Customized Reports
  - Year-over-year comparisons

HR Resources

- Access to ThinkHR Hotline
- Access to ThinkHR Training courses
- Access to ThinkHR Library
- Access to ThinkHR Benefits Compliance Suite including plan documents and non-discrimination testing

In addition to the fee for services set forth in Schedule B, IMA will receive and retain usual and customary policy specific commission payable by the carrier for the policies listed below and such commission will not be offset or applied to the annual fee due under the Agreement.

None

Other services which are not listed above may be considered outside our scope of services and additional fees may apply. In the case that a service is outside the scope of services (i.e., excessive travel, meetings, printing costs, etc.) IMA will notify the client and negotiate additional fees prior to providing services.
Schedule B – Compensation of Services

1. Client shall pay to IMA as compensation for the Services provided by IMA to Client for each annual period the sum of $45,000. Such annual fee shall be due and payable monthly commencing June 1, 2019 in equal installments of $3,750 each. Client and IMA agree to renegotiate fee during the term of the Agreement at the request of either party.

Said annual fee is deemed fully earned upon execution of this Agreement and Client agrees that such fee is for fees in lieu of commissions for the services described in Schedule A. Client further acknowledges and agrees that because such fee is in lieu of any commission Client will be paying a premium amount on the Schedule A insurance policies on a net of commission basis that takes into account that the insurance carrier is not paying a commission to IMA.

All efforts will be made to negotiate placements for the Schedule A insurance policies on a net of commission basis. If IMA is unable to negotiate placements on a net of commission basis, IMA will notify the Client and apply the amount of commission to the fee due hereunder to be set forth on the invoice statement.

2. Payment of all invoices submitted to the Client will be made pursuant to the invoice due date. In the event Client does not remit timely payment, IMA reserves the right to terminate this Agreement. Upon such termination, all further obligations of IMA are terminated automatically, and this Agreement is void and has no further force or effect.

3. It is understood that other benefit management or insurance services may be undertaken by IMA from time to time by mutual agreement of the parties. The parties agree to amend this Agreement as necessary to describe the additional services and compensation payable to IMA for such services.
RESOLUTION NO. 2019-083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT TO APPROVE IMA, INC. BROKER SERVICES AGREEMENT.

WHEREAS, IMA, Inc. has performed satisfactory Broker services for the City of Fremont and is offering to renew an Agreement for Services for one year at the current rate.

NOW, THEREFORE, BE IT RESOLVED: By the Mayor and City Council of the City of Fremont, Nebraska, that the Mayor is hereby authorized to sign the Agreement for Services with IMA, Inc.

Passed and approved this 28th day of May 2019.

________________________________
Scott Getzschman, Mayor

ATTEST:

________________________________
Tyler Ficken, City Clerk
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Dave Goedeken, Public Works Director
DATE: May 28, 2019
SUBJECT: Request for Use of Christiansen Field and the Fremont Municipal Airport for Community Fireworks Display.

Background: Ron Vlach has requested the use of Christiansen Field and the Fremont Municipal Airport to hold a community fireworks display on Thursday, July 3, 2019. Rain date will be Friday, July 4, 2019. This is an annual request that is very well received and attended by Fremont residents as well as surrounding areas.

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

This item was considered and approved at the May 17, 2019 Airport Advisory Board Meeting.

Fiscal Impact: None to the City of Fremont. Mr. Vlach obtains sponsors and commits his own funds for the event.
NEBRASKA STATE FIRE MARSHAL
Public Firework Display

Permit # 2019-DP-36290708-36

Receipt # 36290708 Date Received April 12, 2019 03:26 PM

Sponsoring Organization/Individual
Name 1 Fremont Fireworks Committee
Name 2 Jim Sandvold
Address 351 Grant
City Blair
Daytime Phone 402-533-2666
State NE Zip Code 68008
Email fireworks@mwfireworks.com

Public Display Operator
License # 19-02/005
Name HANSEN, TERRY RON
Address 1 351 GRANT ST
Address 2
City BLAIR
Daytime Phone
State NE Zip Code 68008
Email

Location/Dates
Display Location Christian Field
Display City Fremont
Display County Dodge
Display Date July 03, 2019 Display Time 10:01 PM
Rain Date July 04, 2019 Rain Time 10:01 PM
Public Display Yes

Storage Information
How Stored Approved ATF/NSP Bunker

Distributor(s) Midwest Fireworks Wholesalers LLC (2019-RP-32815530-9)

Mortar/Distances (in feet)/Ground Display
Largest Mortar (Inches) 10.0 Electronically Fired? Yes
Residential 1500 Spectators 700
Health Care Facilities 8600 Parking 700
Penal Facilities 8000 Hwys/Streets/Alleys 700
Power Lines 1000 Hazardous Materials 1500
Phone Lines 1500 Trees 1500
Ground Display No Parking -- Spectactors --

Approval
Approved By Jim Heine, SFM Date Approved/Issued April 15, 2019

Fire Chief Signature
Request Victory Marine to use Christian Field for discharge of Fremont Annual Fireworks show on July 3, 2019.
RESOLUTION NO. 2019-084

A Resolution of the City Council of the City of Fremont, Nebraska, approving the use of Christensen Field and the Fremont Municipal Airport for a community fireworks display on Thursday, July 3, 2019. Rain date is Friday, July 4, 2019.

WHEREAS, Ron Vlach has requested the use of Christensen Field and the Fremont Municipal Airport for a community fireworks display on Thursday, July 3, 2019 with a rain date of Friday, July 4, 2019; and

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

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

NOW AND THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Fremont, Nebraska, approve the request for use of Christensen Field and the Fremont Municipal Airport for a Community Fireworks Display on Thursday, July 3, 2019. Rain date is Friday, July 4, 2019.

PASSED AND APPROVED THIS 28th DAY OF May 2019.

_________________________________________
Scott Getzschman, Mayor

ATTEST:

______________________________
Tyler Ficken
City Clerk
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Utilities and Infrastructure Board
Jeff Shanahan, Power Plant Superintendent
DATE: May 28, 2019
SUBJECT: Arc Flash Study


BACKGROUND:

In an effort to improve safety, reduce injury and increase reliability, Lon D. Wright (LDW) Power Plant requested proposals from Engineering Firms for Arc Flash Study, Fault Current Study and System Coordination Study at the LDW facility.

National Fire Protection Association (NFPA) 70E Standard for Electrical Safety in the Work Place recommends that an Arc Flash Study be conducted by a competent Electrical Engineer with in-depth knowledge of the facility.

Consultants were asked to provide a price to conduct the Arc Flash Study and Fault Current Study, offer suggestions to reduce the arc flash levels and provide coordination of the plant electrical system. The consultants were also asked to assist with plant labeling and provide training for plant electrical staff.

Below is a summary of the proposals:

<table>
<thead>
<tr>
<th></th>
<th>JEO Engineering</th>
<th>LD&amp;B Engineering</th>
<th>HDR Engineering</th>
<th>Powers Engineering</th>
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<td>$43,200</td>
<td>$60,732</td>
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<td>Fault Current Study</td>
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<td>Training</td>
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<td><strong>$108,000</strong></td>
<td><strong>$122,492</strong></td>
<td><strong>$142,900</strong></td>
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</table>

LDW staff reviewed the proposals, technical specifications, and references including FDU Waste Water Treatment Plant and concluded that JEO Engineering could provide the required studies at the lowest price.

After discussions with LDW Staff the Utilities and Infrastructure Board recommends to the City of Fremont Mayor and City Council to authorize Department of Utility Staff to execute an agreement for Arc Flash, Fault Current and System Coordination Studies to JEO Engineering.
FISCAL IMPACT:

FY 2018/2019 operating budget estimated expenditure of $46,500. This study was budgeted.
RESOLUTION NO. 2019-085

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing an agreement with JEO Engineering to conduct an Arc Flash, Fault Current and System Coordination Study at the Lon D. Wright, Power Plant.

WHEREAS, In an effort to improve safety, reduce injury and increase reliability, Lon D. Wright (LDW) Power Plant requested proposals from Engineering Firms for Arc Flash Study, Fault Current Study and System Coordination Study at the LDW facility; and

WHEREAS, Consultants were asked to provide a price to conduct the Arc Flash Study and Fault Current Study, offer suggestions to reduce the arc flash levels and provide coordination of the plant electrical system. The consultants were also asked to assist with plant labeling and provide training for plant electrical staff; and

WHEREAS, LDW staff reviewed the proposals, technical specifications, and references including FDU Waste Water Treatment Plant and concluded that JEO Engineering could provide the required studies at the lowest price; and

WHEREAS, After discussions with LDW Staff the Utilities and Infrastructure Board recommends to the City of Fremont Mayor and City Council to authorize Department of Utility Staff to execute an agreement for Arc Flash, Fault Current and System Coordination Studies to JEO Engineering for $46,500 dollars.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utilities and Infrastructure Board and authorize staff to execute an agreement with JEO Engineering for Arc Flash, Fault Current and System Coordination Studies.

PASSED AND APPROVED THIS 28TH DAY OF MAY, 2019.

_____________________________
Scott Getzschman, Mayor

ATTEST:

___________________________
Tyler Ficken, City Clerk
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

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

DATE: May 28, 2019

SUBJECT: Change Order from IES Commercial, Inc. for Upgrade of Substation B


Background: The City of Fremont contracted with IES Commercial, Inc. in June 2018 to provide all labor and materials for an Upgrade of Substation B to accommodate the joint Elkhorn River Valley Electric Transmission Line between the City and OPPD. The original contract price was $3,631,644.70.

During the course of material procurement and construction, staff requested IES to make several minor contract changes due to required material substitutions, unforeseen site conditions, final design requirements, and time constraints.

Requested changes included, but were not limited to:

- Installation of three City-provided concrete vaults and conduits to provide new routes for the 15kV circuits out of the substation,
- Additional concrete was needed for the transmission dead-end foundations after final design of the dead-ends was received,
- Installation of the SCADA (RTU) Panel in the control building,
- Additional Cable Trench was required after the final design of the control building was received,
- Additional 69kV Protection Relay Testing was needed due to relay settings changes that were required throughout the 69kV system that were not anticipated,
- Changes in the wire size required for some of the motor-operated disconnect switches after manufacturer’s drawings were received.

IES has submitted a summary of the various change order requests that have occurred throughout the duration of the project. The total change order amount requested is $263,886.28 (7.3% of the original contract price).

Staff believes the requested increase is reasonable. The Utility and Infrastructure Board has reviewed and accepted the change order from IES Commercial, Inc. for the amount of $263,886.28 and recommends approval of same to City Council.

Fiscal Impact: Total cost of the recommended change order is $263,886.28. Project cost including the change order is within the approved 2018-2019 Capital Budget.
Project: Fremont Substation B

Summary Change Orders

April 18, 2019

The following is a summary of the change orders for the Fremont Substation B project. Some of the changes have been previously submitted; however this document is to formalize all changes and impacts to date to facilitate a formal Change Order to the contract with proper time extensions. The following chart is a summary of the items with a specific detailed explanation of the various changes in the subsequent paragraphs.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Submitted Cost</th>
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<tbody>
<tr>
<td>1</td>
<td>Internal CO</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>2</td>
<td>Vault and Conduit Additions</td>
<td>$ 25,008.12</td>
</tr>
<tr>
<td>3</td>
<td>Foundation Changes</td>
<td>$ 79,835.31</td>
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<tr>
<td>4</td>
<td>Trenwa Additions</td>
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<td>5</td>
<td>Buss Quantities</td>
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<td>6</td>
<td>ABB Test Switch Change</td>
<td>$ 688.27</td>
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<tr>
<td>7</td>
<td>Electro-switch substitution</td>
<td>$ 3,029.86</td>
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<tr>
<td>8</td>
<td>FDU SCADA install (RTU panel)</td>
<td>$ 10,331.40</td>
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<tr>
<td>9</td>
<td>Steel Brackets</td>
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<tr>
<td>10</td>
<td>Comcast Trench</td>
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<td>11</td>
<td>Time extension</td>
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<td>12</td>
<td>69kV Protection Relay Testing</td>
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<tr>
<td>13</td>
<td>Rewire MODs</td>
<td>$ 16,340.39</td>
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<tr>
<td>14</td>
<td>Substation Coils</td>
<td>$ 5,804.81</td>
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<tr>
<td>15</td>
<td>Labeling Test Switches</td>
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<td>TOTAL</td>
<td>$263,886.28</td>
</tr>
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</table>

The following description identifies the work and subsequent request for each of the items noted above.

1. Internal CO
   a. This change was established to address internal movement of money in our accounting system and has no impact to the project for the owner.

2. Vault and Conduit Additions.
   a. This is the installation of three owner provided concrete vaults and the conduit to tie the conduits for the incoming fiber system. IES provided, in this change order, the conduit and installation of the vaults and conduit system. The conduit shown on the drawings had to be relocated to clear existing buildings. The added conduit only accounts for this item.
3. Foundation Changes.
   a. Increase in the overall concrete quantity provided in the IFC after the bid documents had been provided. The concrete increased a total of 98.7cy in various foundations. Reference email dated November 7, 2018. The rough estimate provided in the email was based on an average cost per cubic yard of concrete. A detailed estimate is attached.

4. Trenwa Additions
   a. The building foundation for the control building was changed in length and width. The resulting shape change added an additional section of trenwa to the end of the run where it enters into the control building. Pricing provided is for this section and its installation.

5. Buss Quantities
   a. The buss on the drawings did not match the BOM for the 2" and 3" buss. There was 240 lf of 3" buss and 50 lf of 2" buss, and the associated fittings, not included in the original BOM. This change provides for that material and installation.

6. ABB Test Switch Change
   a. The test switch is located in the control house and was coordinated between EP2 and HDR. This was an owner requested installation item.

7. “Electro-switch” substitution
   a. The “Electro-switch” is located in the control house and was coordinated between EP2 and HDR. This was an owner requested change in switch manufacturer.

8. FDU SCADA install (RTU panel)
   a. The panel was not in our contract to provide. The SCADA vendor coordinated with EP2 to have them install the unit in the control building during building manufacture. This is an increase in the EP2 contract.

9. Steel Brackets
   a. The approved shop drawings for the steel installation omitted the steel brackets necessary for mounting switches and insulators. Although a cost to the steel vendor was needed to add the brackets after initial installation, this is not an owner cost.

10. “Concast” Trench
    a. When the control building was delivered to site and set on the concrete pad, the conduit raceway for the control cables on the outside of the building did not align with the trenwa. The solution for aligning the incoming cable was to install 20 lf of “Concast” trench along the building. This trench was then used for routing the cable into the 4 cable tray waterfalls on the exterior of the control building. The cost is for the trench and its installation.

11. Time extension
    a. IES requests a revised substantial completion date of April 26, 2019.

12. 69kV Protection Relay Testing
    a. The owner has requested to have Shermco provide 69kV protection relay testing for their 69kV system connected between their various substations. This system testing is outside of the original IES scope of work.
13. Rewire MODs
   a. The wiring to the MODs was identified on the drawings incorrectly. The wire size had to be revised. The original wiring had been completed and now will have to be removed. The Trenwa covers will need to be removed and replaced to accommodate removal of the existing (incorrect wire) and replaced with the new. This change accounts for the changes and work scope.

14. Substation Coils
   a. The original lockout relay coils provided in the EP2 control house were incorrectly sized and identified by HDR. The coils were installed and shipped as part of the Control House that arrived on site. During testing, Shermco identified the need for the coils to be 48VDC lockout relay coils with mounting brackets. The parts were expedited to the site and will arrive April 19, 2019. The costs here are for the materials and installation/replacement of the coils.

15. Labeling Test Switches
   a. Fremont personnel requested labeling be applied to the control house test switches, which was not in the original scope of work. The cost of this work is identified in this change request.
We are submitting herewith our proposal to perform the changes to our contract as follows:

1. Install owner furnished concrete vault
2. Install/revise conduit for SCADA cable into concrete vault

AMOUNT REQUESTED:

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<tr>
<th>ITEM</th>
<th>Unit</th>
<th>UOM</th>
<th>unit cost</th>
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<td>$25,008.12</td>
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</tbody>
</table>

X A time extension will NOT be required, but an extension of time may be required based on the number of cumulative change orders.

A time extension of working days will be required.

In lieu of a time extension, this work can be incorporated into the job schedule. By incorporating the additional amount listed to cover the accelerated labor cost.

* Unless otherwise noted this change order quotation is for the work described within the change order request and does not include impacts to the unchanged work. We reserve the right to seek additional compensation for extended overhead, stacking of trades, impacts to other trades, dilution of supervision, productivity impacts, overtime and overtime impacts, mobilization and demobilization, unforeseen re-work, and/or other costs expended that could not be foreseen and are not described within the body of this change order quotation.

* By signing below, contractor acknowledges a change to the original contract scope and agrees to the said price and conditions stated above.

ACCEPTED: ____________________________

TERMS: Net 30 Days

Progress Payments

OFFERED BY: Mark Andersen

TITLE: Sr. Operations Manager

VOID IF NOT ACCEPTED WITHIN 30 DAYS.
JOB NAME: Fremont - Substation B

OUR REQUEST NUMBER : 3
RFI NUMBER :
GC CHANGE ORDER #: TO: Department of utilities- City of Fremont
OWNER CHANGE #: ATTN: Alan Kaspar
Date : 5/15/2018
ADDRESS: 3000 E First Street
Fremont, NE 68025
PROJECT LOCATION: Substation B
2401 North Luther Road
Fremont NE 68025

We are submitting herewith our proposal to perform the changes to our contract as follows:

1. Concrete quantity increased from the bid provided quantity when the design was completed.
2. The quantity increased in various footings for a total increase in quantity of 98.7 cy
3. A time extension will be required as the drawings for the footings were provided later than the original contract schedule allowed for
4. The total impact on concrete timeline is from Sept 28 contract completion to Dec 1

AMOUNT REQUESTED:

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<th>ITEM</th>
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A time extension will NOT be required, but an extension of time may be required based on the number of cumulative change orders.

A time extension of 64 Calendar working days will be required.

In lieu of a time extension, this work can be incorporated into the job schedule. By incorporating the additional amount listed to cover the accelerated labor cost. $ -

* Unless otherwise noted this change order quotation is for the work described within the change order request and does not include impacts to the unchanged work. We reserve the right to seek additional compensation for extended overhead, stacking of trades, impacts to other trades, dilution of supervision, productivity impacts, overtime and overtime impacts, mobilization and demobilization, unforeseen re-work, and/or other costs expended that could not be foreseen and are not described within the body of this change order quotation.

* By signing below, contractor acknowledges a change to the original contract scope and agrees to the said price and conditions stated above.

ACCEPTED: __________________________________ TERMS: __________________________

OFFERED BY: Mark Andersen
TITLE: Sr. Operations Manager

VOID IF NOT ACCEPTED WITHIN 30 DAYS.
JOB NAME: Fremont - Substation B

OUR REQUEST NUMBER: 4
RFI NUMBER: 
GC CHANGE ORDER #: 
OWNER CHANGE #: 
Date: 5/15/2018

TO: Department of Utilities - City of Fremont
ATTN: Alan Kaspar
ADDRESS: 3000 E First Street
Fremont, NE 68025

PROJECT LOCATION: Substation B
2401 North Luther Road
Fremont NE 68025

We are submitting herewith our proposal to perform the changes to our contract as follows:

1. The length of the trenwa on the bidding package was changed when the foundation shape of the Control Building changed.
2. The change added a section of trenwa to the install footage and material need. This change is for the added piece of Trenwa and its installation.
3. 
4. 
5. 
6. 

AMOUNT REQUESTED:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Unit</th>
<th>UOM</th>
<th>unit cost</th>
<th>Total</th>
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<th>Total w/ Mark-up</th>
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<td></td>
<td></td>
<td></td>
<td>$4,757.85</td>
</tr>
</tbody>
</table>

X A time extension will NOT be required, but an extension of time may be required based on the number of cumulative change orders.

A time extension of working days will be required.

In lieu of a time extension, this work can be incorporated into the job schedule. By incorporating the additional amount listed to cover the accelerated labor cost. $ -

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* By signing below, contractor acknowledges a change to the original contract scope and agrees to the said price and conditions stated above.

ACCEPTED: ________________________ 

TERMS: Net 30 Days 
Progress Payments

OFFERED BY: Mark Andersen 
TITLE: Sr. Operations Manager

VOID IF NOT ACCEPTED WITHIN 30 DAYS.

COR Summary Work Book 3-27-19 4/3/2019 5:17 PM 1 of 1
JOB NAME: Fremont - Substation B

OUR REQUEST NUMBER: 5
RFI NUMBER: 
GC CHANGE ORDER #: 
OWNER CHANGE #: 
Date: 5/15/2018

TO: Department of utilities- City of Fremont
ATTN: Alan Kaspar

ADDRESS: 3000 E First Street
Fremont, NE 68025

PROJECT LOCATION: Substation B
2401 North Luther Road
Fremont NE 68025

We are submitting herewith our proposal to perform the changes to our contract as follows:

1. The bus material on the drawings did not match the BOM on the drawings at the time of bid and subsequently thereafter.
2. There was an additional 240 lf of 3" buss needed and 50 lf of 2" buss necessary. The change accounts for the material and installation of the additional bus.

AMOUNT REQUESTED:

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<thead>
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<th>ITEM</th>
<th>Unit</th>
<th>UOM</th>
<th>unit cost</th>
<th>Total</th>
<th>Mark-up %</th>
<th>Total w/ Mark-up</th>
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</table>

A time extension will NOT be required, but an extension of time may be required based on the number of cumulative change orders.

A time extension of working days will be required.

In lieu of a time extension, this work can be incorporated into the job schedule. By incorporating the additional amount listed to cover the accelerated labor cost.

$ -

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* By signing below, contractor acknowledges a change to the original contract scope and agrees to the said price and conditions stated above.

ACCEPTED: 

TERMS: Net 30 Days
Progress Payments

OFFERED BY: Mark Andersen
TITLE: Sr. Operations Manager

VOID IF NOT ACCEPTED WITHIN 30 DAYS.
JOB NAME: Fremont - Substation B

OUR REQUEST NUMBER : 6

RFI NUMBER : 

GC CHANGE ORDER #: 

OWNER CHANGE #: 

Date : 5/15/2018

ATTN: Alan Kaspar

ADDRESS: 3000 E First Street
Fremont, NE 68025

PROJECT LOCATION: Substation B
2401 North Luther Road
Fremont NE 68025

We are submitting herewith our proposal to perform the changes to our contract as follows:

1. Owner requested that a test switch be installed in the control house. This was coordinated between HDR and EP2 the control house vendor.

AMOUNT REQUESTED: $0

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Unit</th>
<th>UOM</th>
<th>Unit Cost</th>
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<th>Total w/ Mark-up</th>
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<td>15%</td>
<td>$0.00</td>
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</tr>
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<td>$688.27</td>
</tr>
</tbody>
</table>

A time extension will NOT be required, but an extension of time may be required based on the number of cumulative change orders.

A time extension of working days will be required.

In lieu of a time extension, this work can be incorporated into the job schedule. By incorporating the additional amount listed to cover the accelerated labor cost.

$ -

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* By signing below contractor acknowledges a change to the original contract scope and agrees to the said price and conditions stated above.

ACCEPTED: 

TERMS: Net 30 Days

Progress Payments

OFFERED BY: Mark Andersen

TITLE: Sr. Operations Manager

VOID IF NOT ACCEPTED WITHIN 30 DAYS.
JOB NAME: Fremont - Substation B

CHANGE ORDER REQUEST

TO: Department of Utilities - City of Fremont
ATTN: Alan Kaspar

ADDRESS: 3900 E First Street
Fremont, NE 68025

PROJECT LOCATION: Substation B
2401 North Luther Road
Fremont NE 68025

We are submitting herewith our proposal to perform the changes to our contract as follows:

1. The switch manufacturer was changed by HDR in the control house. This switch was directly identified to EP2 from HDR and the change here is to account for the cost in the different manufacturers switch.

AMOUNT REQUESTED: $0

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Unit</th>
<th>UOM</th>
<th>Unit Cost</th>
<th>Total</th>
<th>Markup %</th>
<th>Total w/ Markup</th>
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<tr>
<td>Per Diem</td>
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X

A time extension will NOT be required, but an extension of time may be required based on the number of cumulative change orders.

A time extension of working days will be required.

In lieu of a time extension, this work can be incorporated into the job schedule. By incorporating the additional amount listed to cover the accelerated labor cost.

$ 

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* By signing below, contractor acknowledges a change to the original contract scope and agrees to the said price and conditions stated above.

ACCEPTED: ____________________________ TERMS: Net 30 Days

OFFERED BY: Mark Andersen TITLE: Sr. Operations Manager

VOID IF NOT ACCEPTED WITHIN 30 DAYS.
JOB NAME: Fremont - Substation B

TO: Department of Utilities - City of Fremont

ATTN: Alan Kaspar

ADDRESS: 3000 E First Street
Fremont, NE 68025

PROJECT LOCATION: Substation B
2401 North Luther Road
Fremont NE 68025

We are submitting herewith our proposal to perform the changes to our contract as follows:

1. The SCADA panel was to be provided in the field by the owner and was changed to be supplied by EP2 in the control house during the manufacture of the control house. This was coordinated between HDR and EP2.

AMOUNT REQUESTED: $0

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Unit</th>
<th>UOM</th>
<th>Unit Cost</th>
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<tr>
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<td>$</td>
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</table>

A time extension will NOT be required, but an extension of time may be required based on the number of cumulative change orders.

In lieu of a time extension, this work can be incorporated into the job schedule. By incorporating the additional amount listed to cover the accelerated labor cost. $ -

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* By signing below, contractor acknowledges a change to the original contract scope and agrees to the said price and conditions stated above.

ACCEPTED: __________________________ (Signature)

TERMS: Net 30 Days

Progress Payments

OFFERED BY: Mark Andersen

TITLE: Sr. Operations Manager

VOID IF NOT ACCEPTED WITHIN 30 DAYS.
JOB NAME: Fremont - Substation B

JOB #: 555084910

CHANGE ORDER REQUEST

TO: Department of Utilities - City of Fremont

FROM: IES

ATTN: Alan Kaspar

ADDRESS: 3000 E First Street
Fremont, NE 68025

PROJECT LOCATION: Substation B
2401 North Luther Road
Fremont NE 68025

We are submitting herewith our proposal to perform the changes to our contract as follows:

1. The control building was delivered to the site and set on the concrete pad. The conduit raceway for the control cable does not align with the trench. To align the raceway and the trench a concast trench needed to be added along the side of the control building. The cost of the change is to provide the raceway and install it.

AMOUNT REQUESTED: $0

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Unit</th>
<th>UOM</th>
<th>Unit Cost</th>
<th>Total</th>
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</tbody>
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X

A time extension will NOT be required, but an extension of time may be required based on the number of cumulative change orders.

A time extension of working days will be required.

In lieu of a time extension, this work can be incorporated into the job schedule. By incorporating the additional amount listed to cover the accelerated labor cost.

$ -

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* By signing below, contractor acknowledges a change to the original contract scope and agrees to the said price and conditions stated above.

ACCEPTED: ________________________________

TERMS: Net 30 Days
        Progress Payments

OFFERED BY: Mark Andersen
TITLE: Sr. Operations Manager

VOID IF NOT ACCEPTED WITHIN 30 DAYS.
JOB NAME: Fremont - Substation B

OUR REQUEST NUMBER: 12
RFI NUMBER: 
GC CHANGE ORDER #: 
OWNER CHANGE #: 
Date: 5/15/2010

TO: Department of Utilities-City of Fremont

ATTN: Alan Kaspar

ADDRESS: 3000 E First Street
Fremont, NE 68025

PROJECT LOCATION: Substation B
2421 North Luther Road
Fremont NE 68025

We are submitting herewith our proposal to perform the changes to our contract as follows:

1. The owner has requested to have Shermco provide 69kV protection relay testing for their 69kV system between various system substations. The system testing is outside the IES scope of work.

AMOUNT REQUESTED: $0

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Unit</th>
<th>UOM</th>
<th>Unit Cost</th>
<th>Total</th>
<th>Mark-up %</th>
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<td>$ 877.17</td>
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</table>

A time extension will NOT be required, but an extension of time may be required based on the number of cumulative change orders.

A time extension of working days will be required.

In lieu of a time extension, this work can be incorporated into the job schedule. By incorporating the additional amount listed to cover the accelerated labor cost.

$ -

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* By signing below, contractor acknowledges a change to the original contract scope and agrees to the said price and conditions stated above.

ACCEPTED: ________________________

TERMS: Net 30 Days

Progress Payments

OFFERED BY: Mark Andersen

TITLE: Sr. Operations Manager

VOID IF NOT ACCEPTED WITHIN 30 DAYS.
JOB NAME: Fremont - Substation B

TO: Department of Utilities - City of Fremont
ATTN: Alan Kaspar

ADDRESS: 3000 E First Street
Fremont, NE 68025

PROJECT LOCATION: Substation B
2401 North Luffner Road
Fremont NE 68025

We are submitting herewith our proposal to perform the changes to our contract as follows:

1. The wiring to the MODs was identified on the drawings incorrectly. The wire size had to be revised. The original wiring had been completed and now will have to be removed. The Trenwa covers will need to be removed and replaced to accommodate removal of the existing (incorrect wire) and replaced with the new. This change accounts for the changes and work scope.

AMOUNT REQUESTED: $0

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Unit</th>
<th>UOM</th>
<th>unit cost</th>
<th>Total</th>
<th>Mark-up %</th>
<th>Total w/ Mark-up</th>
</tr>
</thead>
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<td>$3,588.00</td>
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<tr>
<td>Per Diem</td>
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<td>$16,340.39</td>
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A time extension will NOT be required, but an extension of time may be required based on the number of cumulative change orders.

In lieu of a time extension, this work can be incorporated into the job schedule. By incorporating the additional amount listed to cover the accelerated labor cost. $-

* Unless otherwise noted this change order quotation is for the work described within the change order request and does not include impacts to the unchanged work. We reserve the right to seek additional compensation for extended overhead, stacking of trades, impacts to other trades, dilution of supervision, productivity impacts, overtime and overtime impacts, mobilization and demobilization, unforeseen re-work, and/or other costs expended that could not be foreseen and are not described within the body of this change order quotation.

* By signing below, contractor acknowledges a change to the original contract scope and agrees to the said price and conditions stated above.

ACCEPTED: ________________________________

TERMS: Net 30 Days
Progress Payments

OFFERED BY: Mark Andersen
TITLE: Sr. Operations Manager

VOID IF NOT ACCEPTED WITHIN 30 DAYS.
JOB NAME: Fremont - Substation B

OUR REQUEST NUMBER: 14

RFR NUMBER:

GC CHANGE ORDER #: 

OWNER CHANGE #:

Date: 4/18/2019

TO: Department of utilities - City of Fremont

ATTN: Alan Kaspar

ADDRESS: 3000 E First Street

Fremont, NE 68025

PROJECT LOCATION: Substation B

2401 North Luther Road

Fremont NE 68025

We are submitting herewith our proposal to perform the changes to our contract as follows:

1. The original lockout relay coils were specified by the engineer incorrectly in the original contract documents. IES was requested to replace the coils with the properly sized 48VDC lockout relay coils and mounting brackets. The coils were expedited to maintain the project schedule.

AMOUNT REQUESTED: $0

<table>
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<th>UOM</th>
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<td>$5,804.81</td>
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</table>

A time extension will NOT be required, but an extension of time may be required based on the number of cumulative change orders.

A time extension of working days will be required.

In lieu of a time extension, this work can be incorporated into the job schedule. By incorporating the additional amount listed to cover the accelerated labor cost. $-

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* By signing below, contractor acknowledges a change to the original contract scope and agrees to the said price and conditions stated above.

ACCEPTED: ___________________________ TERMS: Net 30 Days

OFFERED BY: Mark Andersen

TITLE: Sr. Operations Manager

VOID IF NOT ACCEPTED WITHIN 30 DAYS.
JOB NAME: Fremont - Substation B

OUR REQUEST NUMBER: 15

RFI NUMBER: 

GC CHANGE ORDER #: 

OWNER CHANGE #: 

Date: 4/18/2019

TO: Department of Utilities - City of Fremont

ATTN: Alan Kaspar

ADDRESS: 3000 E First Street
Fremont, NE 68025

PROJECT LOCATION: Substation B
2401 North Lother Road
Fremont NE 68025

We are submitting herewith our proposal to perform the changes to our contract as follows:

1. Fremont field personnel requested that labeling be applied to the control house test Switches.
2. Labeling of the test switches was not included in the original scope of work.

AMOUNT REQUESTED: $0

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<thead>
<tr>
<th>ITEM</th>
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<th>Unit Cost</th>
<th>Unit</th>
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</table>

A time extension will NOT be required, but an extension of time may be required based on the number of cumulative change orders.

A time extension of working days will be required.

In lieu of a time extension, this work can be incorporated into the job schedule. By incorporating the additional amount listed to cover the accelerated labor cost.

$ -

* Unless otherwise noted, this change order quotation is for the work described within the change order request and does not include impacts to the unchanged work. We reserve the right to seek additional compensation for extended overhead, stacking of trades, impacts to other trades, dilution of supervision, productivity impacts, overtime and overtime impacts, mobilization and demobilization, unforeseen re-work, and/or other costs expended that could not be foreseen and are not described within the body of this change order quotation.

* By signing below, contractor acknowledges a change to the original contract scope and agrees to the said price and conditions stated above.

ACCEPTED: _______________________________ TERMS: Net 30 Days

OFFERED BY: Mark Andersen

TITLE: Sr. Operations Manager

VOID IF NOT ACCEPTED WITHIN 30 DAYS.
RESOLUTION NO. 2019-086

A Resolution of the City Council of the City of Fremont, Nebraska, accepting the change order from IES Commercial, Inc. for Upgrade of Substation B in the amount of $263,886.28.

WHEREAS, the City of Fremont contracted with IES Commercial, Inc. to provide an Upgrade of Substation B to accommodate the joint Elkhorn River Valley Transmission Line between the City and OPPD; and,

WHEREAS, the City of Fremont requested IES Commercial, Inc. to make several contract changes; and,

WHEREAS, IES Commercial, Inc. has submitted a total change order request in the amount of $263,886.28; and,

WHEREAS, the Utility and Infrastructure Board has reviewed the change order request and recommends the change order to IES Commercial, Inc. be approved for the Upgrade of Substation B in the amount of $263,886.28.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utility and Infrastructure Board to approve the change order for Upgrade of Substation B in the amount of $263,886.28 to IES Commercial, Inc. and authorize staff to sign the change order.

PASSED AND APPROVED THIS 28th DAY OF MAY 2019.

______________________________
Scott Getzschman, Mayor

ATTEST:

______________________________
Tyler Ficken, City Clerk
TO: Honorable Mayor and City Council  
FROM: Lottie Mitchell, Grant Coordinator  
DATE: May 28, 2019  
SUBJECT: Authorization to apply for Community Development Block Grant–Disaster Recovery Planning Grant for Assessment of City of Fremont Levee.


BACKGROUND:

The City of Fremont and Village of Inglewood are both provided protection from the Fremont, Farmland and Railroad Levee. During the flood in March of 2019, the levee breached in two locations. Both breaches have been temporarily repaired.

The City of Fremont and Village of Inglewood are interested to apply jointly for $60,000 to the Community Development Block Grant—Disaster Recovery Planning Grant to have an assessment of the levee performed. The scope of work would include an assessment of the levee’s current condition and development of recommendations for both short and long-term levee improvements.

The maximum grant amount for individual community applications is $40,000. Multi-jurisdictional applications are eligible for $60,000. Matching funds of 25%, or $15,000, are required. The deadline to apply is June 28, 2019.

The Fremont, Farmland and Railroad Drainage District has dissolved and the City of Fremont now owns the Fremont, Farmland and Railroad Levee. Estimated remaining funds of approximately $11,000.00 from the District will be distributed to the City. The City would use the incoming funds towards the grants required matching funds. Inglewood would provide the remaining $4,000.00 matching funds.

FISCAL IMPACT: Matching funds of $11,000.00
RESOLUTION NO. 2019-090

A Resolution of the City Council of the City of Fremont, Nebraska, granting authorization to apply for a Community Development Block Grant—Disaster Recovery Planning Grant, authorizing the Mayor to sign an application for a Community Development Block Grant, and to formulate contracts and other documents related to the grant.

WHEREAS, the City of Fremont, and Village of Inglewood are eligible units of general local government authorized to file an application under the Housing and Community Development Act of 1974 as amended for Small Cities Community Development Block Grant Program; and

WHEREAS, the City of Fremont and Village of Inglewood seek to apply for a Community Development Block Grant in the amount of $60,000 to assess the condition of the Fremont, Farmland and Railroad Levee.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Fremont that the Mayor be authorized and directed to sign an application for a Community Development Block Grant—Disaster Recovery Planning Grant and to formulate contracts and other documents between the City of Fremont, Village of Inglewood, and Nebraska Department of Economic Development related to the grant.

PASSED AND APPROVED THIS 28th 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 28, 2019

SUBJECT: Amendment to Interlocal Cooperation Agreement with Village of Inglewood for Community Development Block Grants

Recommendation: Approve resolution 2019-087.

BACKGROUND:

The City of Fremont and Village of Inglewood have worked together in the past in regards to Community Development Block Grants (CDBG). The City and Village have an existing interlocal cooperation agreement that established a regional reuse plan of Community Development Block Grant Economic Development funds.

We are requesting to amend the interlocal cooperation agreement to allow for future joint applications to be used within each party’s jurisdiction and share in pledging local matching funds. The amendment will be considered by the Village of Inglewood Board on June 3, 2019.

The Nebraska Department of Economic Development has announced an open application cycle for CDBG Disaster Recovery Planning Grants. The CDBG Planning grant can support the preparation of strategic planning studies and feasibility analyses, including those pertaining to disaster mitigation and long-term recovery planning.

The maximum grant amount for individual community applications is $40,000. Multi-jurisdictional applications are eligible for $60,000 max. Local governments must match project costs at 25% of CDBG awards. The deadline to apply is June 28, 2019.

With the execution of the amendment to the Interlocal Cooperation Agreement, we would propose applying jointly, with Inglewood, to the CDBG Disaster Recovery Planning Grant for $60,000 to have an assessment of the Fremont, Farmland and Railroad Levee that protects both Fremont and Inglewood.

FISCAL IMPACT: Subject to grant requirements.
AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT

This AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT (this “Amendment”) is made as of May 28, 2019 (“Effective Date”) by and between City of Fremont, Nebraska a municipal political subdivision of the State of Nebraska (“City”), whose address for the purposes of this Agreement is 400 East Military Avenue, Fremont NE 68025, and Village of Inglewood, a political subdivision of the State of Nebraska (“Village”), whose address for the purposes of this Agreement is 140 Boulevard Street, Fremont NE 68025. Each of City and Village are sometimes referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

A. WHEREAS, City and Village are Parties to an Interlocal Cooperation Agreement, dated March 6, 2000, under which City and Village agree that the City shall conduct a lottery, distributing a portion of the proceeds to the Village, shall operate and maintain a water distribution system and sanitary sewer collection system within the Village, and shall jointly administer a regional CDBG program; and

B. WHEREAS, the Parties mutually desire to modify certain terms and conditions of the Interlocal Cooperation Agreement (originally dated March 6, 2000), as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment.

(a) Amending Section 9. Regional Community Block Grant Development Grant Agreement of the Interlocal Cooperation Agreement (originally dated March 6, 2000) by replacing the Section with the following language:

Section 9. The City and Village do hereby agree to cooperatively work together to
a) establish a regional reuse plan for Community Development Block Grant
(CDBG) Economic Development funds received for regional development projects,
b) subject to each Party’s consent, collectively apply for CDBG funds to be used
within each Party’s jurisdiction, and c) subject to each Party’s consent, collectively
share in pledging local matching funds. The City will be responsible for
management of and accounting for the funds received.

2. General Terms.

(a) Except to the extent expressly modified by this Amendment #1 to Interlocal Cooperation Agreement (originally dated March 6, 2000), all other terms and conditions of said Agreement will remain unmodified and continue in full force and effect. Any reference to the Interlocal Cooperation Agreement (originally dated March 6, 2000) will be deemed to refer to the Agreement as amended hereby, unless otherwise expressly stated.

(b) Governing Law. This Amendment No. 1 to the Interlocal Cooperation Agreement (originally dated March 6, 2000) will be governed by the laws of the State of Nebraska.
(c) **Counterparts.** This Amendment No. 1 to the Interlocal Cooperation Agreement (originally dated March 6, 2000) may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

**IN WITNESS WHEREOF,** City and Village have duly executed this Amendment as of the date first written above.

**VILLAGE OF INGLEWOOD, NEBRASKA**
a municipal subdivision of the State of Nebraska,

By: ____________________________
    Albert Nielsen, Village Chair

**CITY OF FREMONT, NEBRASKA**
a municipal political subdivision of the State of Nebraska,

By: ____________________________
    Scott Getzschman, Mayor

**ATTEST:**

By: ____________________________
    Tyler Ficken, City Clerk

**APPROVED AS TO FORM:**

By: ____________________________
    Tim Buckley, City Attorney
INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into by and between the City of Fremont ("City") and the Village of Inglewood ("Village"), both of which are political subdivisions of, and are situated in, the State of Nebraska, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, et seq.

WHEREAS, the Village and the City wish to make the most efficient use of their powers and resources to generate revenue and to provide essential services and facilities, and;

WHEREAS, both the Village and the City are authorized by law to conduct a lottery, administer a Community Block Development Grant (CDBG) program, and operate a water distribution system and a sanitary sewer collection system, separately or jointly, pursuant to the Interlocal Cooperation Act, and;

WHEREAS, it is the consensus of the Village and the City that it is proper and to each party's mutual advantage to agree that the City shall conduct a lottery, distributing a portion of the proceeds to the Village, and that the City and Village shall jointly administer a regional CDBG program, and that the City shall also operate and maintain the water distribution system and sanitary sewer collection system within the Village, and;

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES, IT IS AGREED AS FOLLOWS:

I. The City shall conduct a lottery pursuant to the terms of the lottery agreement set forth herein.

II. The City shall operate and maintain a water distribution system within the Village pursuant to the terms of the Water Distribution System Agreement set forth herein.

III. The City shall operate and maintain a sanitary sewer collection system within the Village pursuant to the terms of the Sanitary Sewer Collection System Agreement set forth herein.

IV. The City and Village shall jointly administer a regional Community Block Development Grant Program pursuant to the Regional Community Block Development Grant Program agreement set forth herein.

V. The promises and agreements made herein are interrelated and contingent upon each other, and the termination or breach of any part of this agreement shall relieve the parties of any further obligation to perform any other promises or agreements herein set forth, provided that, if the Lottery Agreement set forth herein is terminated for any reason, the City may continue to provide water and sewer services pursuant to the agreements herein except that a ten percent (10%) surcharge shall be added to water and sewer rates.

VI. The term of this agreement shall be for three (3) years beginning March 15, 2000. The parties shall have no right or option to terminate this agreement other than those provisions which are specifically set forth herein. This contract shall be automatically renewed for subsequent three (3) year terms unless either party gives notice of intent not to renew not more than one hundred eighty (180) days nor less than ninety (90) days prior to the expiration date of the then current term.

VI. No separate legal or administrative entity is established hereby. The City Administrator of the City will be responsible for administering the cooperative undertakings agreed to herein.

VII. Neither party may assign its rights under this contract without the express prior written consent of the other.

VIII. This document contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee, or
other representative of either party is empowered to alter any of the terms herein, unless done in writing and signed by an authorized officer of the respective parties.

LOTTERY AGREEMENT

1. PURPOSE - The City and Village agree that the City shall conduct a lottery for the mutual benefit of the parties. It is the purpose of this Contract to provide generally for the terms and conditions by which the Village and the City shall share in the proceeds resulting from the operation of any lottery by the City, within the City and Village, and to further set forth mutually agreed upon restrictions.

2. DEFINITIONS

A. **Lottery** shall mean any keno game or other gambling scheme authorized by the Nebraska County and City Lotteries Act, Neb. Rev. Stat. 9-601 et seq.

B. **Gross Proceeds** shall mean those defined now or hereafter in Article VI, Chapter 9, R.R.S. 1943.

C. **Expenses** shall be those defined now or hereafter in Article VI, Chapter 9, R.R.S. 1943.

D. **Net proceeds** shall mean the gross proceeds received from the conduct of the lottery including receipts from instant keno or pickle cards, less: expenses, reduction for prizes, administrative fees, permits and taxes.

E. **Keno Operator’s Lottery Agreement** ("Keno Operator’s Agreement") - an agreement between the City and an entity or entities for the operation of a keno lottery game.

3. TERMINATION - In the event of termination for reasons other than the expiration of this contract, the parties shall arrange for a mutually satisfactory method by which a full accounting for the then current status of the lottery may be obtained. All net proceeds, if any, shall thereafter be distributed in accordance with the formula set forth herein.

4. RIGHTS AND DUTIES OF THE PARTIES.

A. The Village and the City agree that they shall not participate in, engage in, authorize, or conduct any lottery during the term of this Contract except as mutually agreed to by both parties of this contract. After the expiration or termination of this contract nothing herein shall be construed to preclude independent operation of a lottery by the Village in accordance with existing law; except that the Village may not enter into an agreement with any person who has or had a partnership or equity interest in an entity which has at any time had a contract with the City to conduct a lottery game, when such agreement was terminated by the City as a result of breach of Keno Operator’s Agreement.

B. Should the City determine during the term of this contract that it no longer wishes to authorize or operate a lottery, it shall notify the Village in writing of its decision and this lottery agreement shall terminate thereafter upon the expiration of sixty (60) days, subject to the distribution of proceeds set forth in Paragraph 3; provided, if as a result of dissatisfaction, the City terminates its Keno Operator’s agreement, the City shall so notify the Village, and the City shall then proceed to begin operation of the keno game or advertise and solicit bids for a new keno contractor within nine (9) months from the time the prior Keno Operator’s agreement was terminated. If efforts to secure a new keno game are not underway within nine (9) months, the City must, at the end of the nine-month period, notify the Village that it no longer intends to operate or authorize the operation of a lottery.
C. The City and Village agree that the City shall select a lottery operator and operate a lottery throughout the term hereof and shall determine in the City’s discretion the appropriate type, kind, and duration of each game. Lottery operations shall be conducted in accordance with the County and City Lottery Act and the Keno Operator’s Agreement.

D. The City agrees to administer all activities and contracts entered into pursuant to the County and City Lotteries Act; to assure full compliance with the Law; to account for proceeds and expenditures; to perform contract negotiations; to ensure payment of taxes; to ensure security; and to monitor all other matters necessary to the administration of the lottery game. The Village agrees the City shall have sole authority to administer all activities and contracts for conducting any lottery.

E. The City agrees to provide the Village with copies of annual audits of any contractor the City selects to operate a lottery pursuant to this contract; such audits will be prepared by a certified public accountant.

4. COMPENSATION AND PROCEEDS - Any net proceeds received by the City from the operation of a lottery shall be distributed on a monthly basis between the parties according to the formula set forth below:

A. For purposes of this Agreement net proceeds will be calculated every calendar month beginning June 1, 1997. Five (5) percent of the net proceeds for each month shall be due and payable to the Village by the 15th day of the following month until the termination of this agreement.

B. The Village reserves the right, at its expense, to audit all receipts and disbursements by the City of lottery proceeds. All proceeds distributed pursuant to this contract shall be expended by each party solely for community betterment purposes as are authorized by statute.

5. NON-DISCRIMINATION - The City in the performance hereunder, discriminate or permit discrimination in violation of Federal or State laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations, or national origin.

6. APPLICABLE LAW - Parties to this contract shall conform with all existing and applicable city ordinances, resolution, State laws, Federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this contract.

7. INTEREST OF THE CITY - No elected official or any officer or employee of the City shall have a financial interest, direct or indirect in the Keno Operator’s Agreement. Any violation of this provision, with the knowledge of the person or corporation contracting with the City, shall render the Keno Operator’s Agreement voidable by the City Council.

8. INTEREST OF THE VILLAGE - No elected official, officer, or employee of the Village shall have a financial interest, direct or indirect, in the Keno Operator’s Agreement. Any violation of this section shall render the Keno Operator’s Agreement voidable by the City Council.

REGIONAL COMMUNITY BLOCK DEVELOPMENT GRANT AGREEMENT

9. The City and the Village do hereby establish a regional reuse plan of all Community Development Block Grant-(hereinafter CDBG) Economic Development funds received within the region for the purpose of the management of an orderly and continued reuse of these funds to promote economic development within the region of the parties hereto. The City will be responsible for management of and accounting for the funds received.
10. The Village will adopt the City of Fremont CDBG Revolving Loan Fund Plan which will be revised to provide as follows:

A. The name of the revised plan will be the Fremont - Inglewood CDBG Revolving Loan Fund Plan.

B. The Revolving Loan Fund Committee will be increased from five to seven members. Five members shall be appointed by the Mayor of the City of Fremont, subject to the approval of the Fremont City Council, two members shall be appointed Chairman of the Board of Trustees of the Village of Inglewood, subject to the approval of the Board of Trustees of the Village Board of Trustees.

SANITARY SEWER SYSTEM AGREEMENT

11. OWNERSHIP OF SANITARY SEWER SYSTEM - The Sanitary Sewer Collection System consists of the internal collector and interceptor mains, as well as a force main and lift station, all built within, by, and for the said Village. The Village has no additional construction obligations and has connected its system with the existing Fremont system. The force main and lift station are necessary to allow the transfer of effluent from the Inglewood system into the Fremont system, and were built to allow a closing point near the intersection of Broad and Cloverly Streets. Ownership of the system is solely by the Village.

12. OPERATION AND MAINTENANCE OF SANITARY SEWER SYSTEM - The operation and maintenance and repair of the sanitary sewer collection system for the Village will be solely and exclusively in the hands of the City through its Department of Utilities. All of the requirements as to minimum standards, operation, specifications, charges and fees for services rendered will be pursuant to ordinances and resolutions of the Village. These ordinances and resolutions shall be subject to the approval of the City and the Board of Public Works of the City. The Village agrees to enforce these ordinances and resolutions if and when needed. Said ordinances and resolutions have been adopted by the Village and will be amended from time to time as requested by the City in order to conform to changes the City makes in its own such rules and regulations.

13. RATES FOR SEWER SERVICE - The rates charged sewer users in the Village shall be those usual and customary rates charged sewer users in the City. The City Department of Utilities shall bill each customer and receive and retain the amount due. Each bill shall show the Inglewood rate. The Village shall have the right to inquire of the Department of Utilities the basis for its computation at any time.

14. EXPANSIONS OF THE SEWER SYSTEM AND SUPPLEMENTAL SERVICE - Any future expansion of the sanitary sewer collection system for the Village will, if necessary, be undertaken by the Village pursuant to its special assessment powers as created by statute. There shall be mutual consultation between the Village and the appropriate City officials when and if such expansions are to be considered. The City is authorized to connect with any sewer main within the sewer collection system of the Village in pursuance of the City's right to supply sewer service to users outside the city limits pursuant to Section 19-2701 (R.R.S. 1943). However, before such service to other users is given, the Board of Trustees of the Village shall be given notice in writing, in which it is stated that such extension of services will not impair normal orderly sewer services to the Village.

WATER DISTRIBUTION SYSTEM AGREEMENT

15. OWNERSHIP OF WATER DISTRIBUTION SYSTEM - The ownership of the water distribution system is solely by the Village.
16. OPERATION AND MAINTENANCE OF WATER DISTRIBUTION SYSTEM - The operation and maintenance of the water distribution system for the Village will be solely and exclusively in the hands of the City through its Department of Utilities. All of the requirements as to minimum standards, operation, specifications, charges and fees for services rendered will be pursuant to ordinances and resolutions of the Village. These ordinances and resolutions shall be subject to the approval of the City and the Board of Public Works of the City. The Village agrees to enforce these ordinances and resolutions if and when needed.

17. RATES FOR WATER SERVICE - The rates charged water users in the Village, shall be those usual and customary rates charged Fremont water users. The Department of Utilities of the City shall bill each customer and shall receive and retain the amount due. Each bill shall show the Inglewood rate. The Village shall have the right to inquire of the Department of Utilities the basis for its computation at any time.

18. EXPANSION OF THE WATER DISTRIBUTION SYSTEM AND SUPPLEMENTAL SERVICE - Any future expansions of the water distribution system for the Village will, if necessary, be undertaken by the Village in pursuance of the City's right to supply service to users outside the city limits pursuant to Section 19-2701 (R.R.S. 1943). However, before such service to other users is given, the Board of Trustees of the Village shall be given notice in writing, in which it is stated that such extension of services will not impair normal orderly services to the Village or materially reduce the water pressure in the mains of the Village.

APPROVED and Adopted by the Village of Inglewood this 6th day of March, 2000.

ATTEST:

VILLAGE OF INGLEWOOD, NEBRASKA

Chairman of the Board of Trustees

APPROVED and ADOPTED by the City of Fremont, this 24th day of February, 2000

CITY OF FREMONT, NEBRASKA

Mayor
RESOLUTION NO. 2019-087

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Mayor to sign an Amendment to the Interlocal Cooperation Agreement with the Village of Inglewood for Community Development Block Grants.

WHEREAS, The City of Fremont and Village of Inglewood have an existing interlocal cooperation agreement for a Community Development Block Grant Revolving Loan Fund; and

WHEREAS, Both the City and Village are requesting to amend the existing interlocal cooperation agreement to allow for joint applications and sharing of matching funds for future Community Development Block Grants.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council authorize the Mayor to sign the amendment to the Interlocal Cooperation Agreement with the Village of Inglewood to allow for joint applications and sharing of matching funds for future Community Development Block Grants.

PASSED AND APPROVED THIS 28th 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 28, 2019

SUBJECT: Special Designated Permit

________________________________________________________
Recommendation: Move to authorize City Clerk to sign SDL Local Recommendation

Background: Events will be monitored for compliance with all rules and regulations.
Special Designated License
Local Recommendation (Form 200)

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
John C. Fremont Day, Inc

To Box 966 - 925 N Broadway, Fremont, NE

Retail Liquor License Address or Non-Profit Business Address

Retail License Number or Non-Profit Federal ID #
47-0100572

Consecutive Dates only
Event Date(s): 11/12/19 11/13/19
Event Start Time(s): 5pm 5pm
Event End Time(s): 11pm 11pm

Alternate Date:

Alternate Location Building & Address:
Rodeo Arena, Christensen Field
1710 W 16th St, Fremont, NE 68025

Indoor area to be licensed in length & width: __ X __
Outdoor area to be licensed in length & width: 250 X 125 (Diagram Form #109 must be attached)

Type of Event: Rodeo
Estimate # of attendees: 1000

Type of alcohol to be served: Beer X Wine ______ Distilled Spirits ______
*(If not marked, you will not be able to serve this type of alcohol)*

Event Contact Name: Don Cunningham
Event Contact Phone Number: 402-920-3586

Event Contact Email: duncunningham@yahoo.com

*Signature Authorized Representative: ___________________________ Printed Name: ___________________________
I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:
The local governing body for the City/Village of __________________ OR County of __________________ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature __________________ Date __________
APPLICATION FOR SPECIAL
DESIGNATED LICENSE
Non-Profit Applicants ONLY

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95946
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
Email Applications: michelle.porter@nebraska.gov

This page is required to be completed by Non-Profit applicants only.

Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status


AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

John C. Fremont, Inc.
NAME OF CORPORATION

[Signature]
FEDERAL ID NUMBER

[Signature]
SIGNATURE OF TITLE OR CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT. IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §§53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 20TH DAY OF May, 2019.

[Signature]
NOTARY PUBLIC SIGNATURE & SEAL

GENERAL NOTARY - State of Nebraska
CHRISTINA MENKING
My Comm. Exp. June 20, 2021

FORM 201
REV NOV 2016
REQUEST FOR EXEMPTION FOR WAIVER OF DOUBLE FENCING RULE

(MUST BE SENT WITH APPLICATION A MINIMUM OF 30 DAYS PRIOR TO THE DATE OF THE EVENT)

WHY DOUBLE FENCING IS NOT AVAILABLE: We are crowded. There is no way to construct another fence.

TYPE OF FENCING TO BE USED: EXISTING CHAIN LINK

HEIGHT OF FENCING TO BE USED: 4'

HOW AREA WILL BE PATROLLED: Security staff paid by our Board

EXPECTED NUMBER OF ATTENDEES: 400 per night.

DIAGRAM OF PROPOSED AREA:
OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:

Form 109
Rev Nov 2016
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Shane Wimer, Assistant City Administrator
DATE: May 28, 2019
SUBJECT: Amend Master Fee Schedule

Recommendation: Approve resolution 2019-088 to amend the Master Fee Schedule to update the Copying Fee, Mail or Electronic Transfer Fee & Inspection or Production fee.

Background: In November of 2018, the City Council approved the Master Fee Schedule consisting of all fees in the City Departments. A change is necessary in the way the City of Fremont does billing for public records requests due to a ruling by the Nebraska Attorney General’s Office. The changes are as follows:

1) In the “Copying Fee” section, two changes will be made. The City of Fremont will no longer charge a fee for:
   a. Electronic Records.
   b. Facsimile Transmission.

2) In the “Mail or Electronic Transfer Fee” section, three changes will be made. The City of Fremont will:
   a. No minimum charge of $5.00 for Records Search.
   b. Change the billing structure for Records Search (more than 4 hrs.). This will be replaced with the calculated labor and benefit cost of the city employee(s) doing the search for records.
   c. No charge for Electronic Page dissemination.

3) In the “Inspection or Production” section, two changes will be made. The City of Fremont will:
   a. Change the billing structure for “Records Search (more than 4 hrs.)” This will be replaced with the calculated labor and benefit cost of the city employee(s) doing the search for records.
   b. No minimum charge of $10.00 per hour for Records Searches.
<table>
<thead>
<tr>
<th>Service</th>
<th>Fremont</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Copying Fee</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Page (one side)</td>
<td>$0.25</td>
<td>Same</td>
</tr>
<tr>
<td>CD, DVD, Map</td>
<td>Cost</td>
<td>Same</td>
</tr>
<tr>
<td>All records that cannot be produced by city photo copier</td>
<td>Cost</td>
<td>Same</td>
</tr>
<tr>
<td>Electronic Record (per page)</td>
<td>$0.25</td>
<td>No Cost</td>
</tr>
<tr>
<td>Facsimile transmission per page</td>
<td>$1.00</td>
<td>No Cost</td>
</tr>
<tr>
<td><strong>Mail Or Electronic Transfer Fee</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Records Search (minimum)</strong></td>
<td>$5.00</td>
<td>Delete</td>
</tr>
<tr>
<td>Records Search (more than 4 hrs.) (City labor rate calculated cost of employee doing the search for records)</td>
<td>Cost</td>
<td>Calculated labor &amp; benefit cost of City Employee(s) doing the search.</td>
</tr>
<tr>
<td>Electronic Page (each)</td>
<td>$0.25</td>
<td>No Cost</td>
</tr>
<tr>
<td><strong>Inspection or Production Fee</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Records Search (more than 4 hrs.) (min $10 per hr.) or HR + 28%</td>
<td>HR + 28%</td>
<td>Calculated labor &amp; benefit cost of City Employee(s) doing the search.</td>
</tr>
</tbody>
</table>

**Fiscal Impact:** There will be minimal, but varied fiscal impact dependent upon the number of requests for public records requests in the future.
RESOLUTION NO. 2019-088

A Resolution of the City Council of the City of Fremont, Nebraska to approve a change in the Master Fee Schedule for the City of Fremont and the Department of Utilities and to authorize Staff to assess those fees accordingly to the users of those services.

WHEREAS, A Master Fee Schedule was developed and approved by the City Council in November of 2018, consisting of all City fees; and

WHEREAS, It is necessary to change the Master Fee Schedule to comply with a Nebraska Attorney General opinion in the areas of Copying Fee, Mail or Electronic Transfer Fee and Inspection or Production Fee, as it relates to document production and the way costs are calculated to become compliant with the Nebraska Attorney General's opinion.

WHEREAS, The Master Fee Schedule shall be evaluated yearly for additions, corrections, increases or decreases in fees.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve the changes to the Master Fee Schedule and direct the city staff to collect those fees for permits and services provided, effective May 29, 2019.

PASSED AND APPROVED THIS 28TH 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: March 28, 2019
SUBJECT: Cement/Asphalt/Excavate Work License Application

Recommendation: Move to approve the Cement worker license application as presented subject to fulfillment of all licensing requirements

Background: Cement workers are required to apply for their first license with the City Council as there is not an examination given. There is no need to reapply with the City Council as long as the applicant keeps their license in force every year. Licensed cement/asphalt/excavate workers have a 60-day grace period to renew their license after April 1st of every year.

<table>
<thead>
<tr>
<th>Business</th>
<th>Applicant</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM Contracting Inc.</td>
<td>Andy Mallory</td>
<td>Cement Work</td>
</tr>
</tbody>
</table>
LICENSE APPLICATION

<table>
<thead>
<tr>
<th>Position</th>
<th>Fee</th>
<th>Bond</th>
<th>Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>FMC 10-322 Cement Work/Asphalt/Excavate</td>
<td>20.00</td>
<td>5,000.00</td>
<td>April 1st to April 1st of each year</td>
</tr>
<tr>
<td>FMC 10-315 House Mover</td>
<td>25.00</td>
<td>5,000.00</td>
<td>April 1st to April 1st of each year</td>
</tr>
</tbody>
</table>

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as Cement Work Contractor.

License should be issued to ANDY MALLORY.

License shall be used by applicant as the sole owner of business, which will be conducted under the name of AM CONTRACTING INC. at 13305 PORTAL DR, OMAHA, NE 68138.

(If applicant is not sole owner, set out the other owners: CHRISTOPHER HOVEY)

Applicant telephone number at place of business or where can be reached 402-891-5757.

To enable the Mayor and Council to determine whether an applicant possesses the necessary qualifications to obtain said license, applicant, under oath does hereby state:

I have had 18 years of practical experience in this type of work at the following places (Cover the last five years):

OMAHA AND SURROUNDING AREAS. COUNCIL BLUFFS AND SURROUNDING AREAS. SEVERAL HUNDRED PROJECTS INCLUDING SECURITIES AMERICA, CHI HEALTH, NUMEROUS APT COMPLEXES, MHC KENWORTH DEALERSHIP ETC.

I have the following technical education:

I give you the following references: READY MIX CONCRETE, CATERPILLAR, KSI CONSTRUCTION, BRESTER CONSTRUCTION, DARLAND CONSTRUCTION.

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

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

Dated 05/24/2019

Signature
United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

_____ I am a citizen of the United States.

OR

_____ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: 
_____________________________ and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

DATE OF BIRTH 07/26/1976

PRINT NAME ANDREW JAMES MALLORY
(first, middle, last)

SIGNATURE

DATE 05/24/2019

__________________________________________________________

No Material Discrepancies exist as verified by SAVE.

Verified on: ________________  by: ________________
STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shelly Holzerland, Communications Director
DATE: May 28, 2019
SUBJECT: Upgraded phone line

Recommendation: Approve resolution 2019-089 to accept and approve the contract with CenturyLink to provide upgraded remote access service to the Fremont/Dodge County 911 Server.

Background: The 911 Service has many features that can be remotely accessed for maintenance and updating. The current line for remote access has been in place since approximately 2004. As a consequence, it is slow and inadequate by current standards.

By replacing the remote access line with the proposed solution, it will be easier for CenturyLink to remotely access the server to keep it in good working order. It will reduce the times that a technician will have to be dispatched in person, thus reducing any potential down time.

The monthly cost of the upgraded service is $5.00, less than what is being paid for the current remote access line.

Fiscal Impact: $99.00 non-recurring charge, $5.00 savings per month over current charges.
Pricing

Fiber+ Internet Agreement. The applications, Customer will be accepting the terms and conditions for usage of those applications. These optional business services are live, Customer will be able to log in to the Management Console using those Control Center credentials. By signing on and logging into the Management Console, Customer will receive a URL and temporary login credentials to access the Control Center. If Customer's order is submitted, Customer will need to sign on and change these credentials within 24 hours. Once Customer's circuit is live, Customer will be able to log in to the Management Console using those Control Center credentials. By signing on and activating the applications, Customer will be accepting the terms and conditions for usage of those applications. These optional business applications are governed by the terms and conditions found at https://apps.centurylink.com/terms-conditions and not by this Agreement.

Customer Information

<table>
<thead>
<tr>
<th>Name: DODGE COUNTY 911 - NE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Contact:</td>
</tr>
<tr>
<td>Primary Contact Phone:</td>
</tr>
<tr>
<td>Primary Contact Email:</td>
</tr>
<tr>
<td>Billing Contact:</td>
</tr>
<tr>
<td>Billing Contact Email:</td>
</tr>
</tbody>
</table>

Account Information

| BPID: 605612  |
| Billing Account: |
| Billing Address: 428 N BROAD ST FREMONT, NE 68025 |
| Contract ID#: New (Internal Use Only) |

Prepared By

| Name: Jon Osborne |
| Phone: 4029887392 |
| Email: jon.osborne1@centurylink.com |

Order

<table>
<thead>
<tr>
<th>Product</th>
<th>Qty</th>
<th>Service Address</th>
<th>Service Details</th>
<th>Service Attributes</th>
<th>Term (Months)</th>
<th>MRC</th>
<th>NRC</th>
<th>Waived NRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber+ Internet</td>
<td>1</td>
<td>725 N PARK AVE FREMONT NE 68025</td>
<td>Standard 50M</td>
<td>60 Months</td>
<td>$89.00</td>
<td>$99.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Business Essentials - Standard</td>
<td>60 Months</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Service Sub Total: $89.00 $99.00

“Terms and Conditions for Fiber+ Internet Bundle Offer”

CenturyLink provides Fiber+ Internet services under: (a) the Fiber+ Internet Package Attachment ("Attachment") and (b) the Domestic CenturyLink IQ Networking, Local Access, and Rental CPE Service Exhibits.

The Fiber+ Internet Package type appears in the first “Fiber+ Internet” row under the “Service Attributes” column of the above table. The CenturyLink IQ Networking port is an Internet Port. The port bandwidth details appear in the first “Fiber+ Internet” row under the “Service Attributes” column of the above table. The Local Access bandwidth details appear in the first “Fiber+ Internet” row under the “Service Attributes” column of the above table. The package pricing includes the Local Access MRC and the Rental CPE MRC. CenturyLink will provide the rental equipment while Customer purchases the Services from CenturyLink. CenturyLink may provide equipment from various manufacturers at its discretion. The Rental CPE maintenance is ProMET® On-Site Standard (8x5, on-site, next business day) maintenance unless “Pro MET 24x7 Professional” appears in the “Service Details” column of the above table. If “Pro MET 24x7 Professional” appears in the “Service Details” column of the above table, the Rental CPE maintenance is ProMET® On-Site Premium (24x7, on-site, 4-hour response) maintenance for that location. There is an additional MRC for ProMET® On-Site Premium maintenance. Customer’s site must qualify for ProMET® On-Site Premium maintenance.

Upgrade/MACD pricing and Other Charges are per the online Rate Sheet located at: http://www.centurylink.com/legal/FiberPlus_offers/FiberPlus_offers_Rate_Sheet_v1.pdf (“Rate Sheet”).

As part of the Service provisioning process, CenturyLink will identify whether Customer’s Local Access functionality is IP Connection as described in the Local Access service specific terms. If it is, Customer agrees to use the CenturyLink IQ Networking Internet Port only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. If the IP Connection Local Access functionality is used in conjunction with a CenturyLink IQ Networking Private Port, Customer must, so long as the Private Port is used, either: (iii) have entered into an agreement or amendment directing Customer to the Network-Based Security ("NBS") service specific terms and use NBS with the Private Port or (iv) use the Private Port in conjunction with an interconnected Internet Port in a multi-site configuration. In either case, Customer agrees the arrangement will be configured so each Private Port connection will be used consistent with the wireline broadband Internet access usage limitations noted in (i) and (ii) above.

No Resale. Customer warrants: 1) Services are for its own use and 2) it will not resell the Services or extend any Services for a fee to others, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law.

Customer is currently eligible to receive the following optional business applications provided by CenturyLink with the Fiber+ Internet Bundle at no additional charge. Customer will receive a URL and temporary log-in credentials to access Control Center once Customer’s order is submitted. Customer will need to sign on and change these credentials within 24 hours. Once Customer’s circuit is live, Customer will be able to log in to the Management Console using those Control Center credentials. By signing on and activating the applications, Customer will be accepting the terms and conditions for usage of those applications. These optional business applications are governed by the terms and conditions found at https://apps.centurylink.com/terms-conditions and not by this Agreement.
Optional Business Applications Included at No Additional Charge

<table>
<thead>
<tr>
<th>Application</th>
<th>Quantity/Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Microsoft Office 365 from CenturyLink</td>
<td>10 Business Essential licenses, includes email w/ 50GB storage</td>
</tr>
<tr>
<td>Basic Web Hosting with Site Builder Tools</td>
<td>5GB Storage</td>
</tr>
<tr>
<td>DNS Registration</td>
<td>1 Included</td>
</tr>
<tr>
<td>Data Backup for PC and Laptop (not applicable to servers)</td>
<td>10 Licenses at 10GB each</td>
</tr>
<tr>
<td>Cloud Fax</td>
<td>20 Inbound/Outbound Pages</td>
</tr>
<tr>
<td>Search Engine Submission</td>
<td>Attracta</td>
</tr>
</tbody>
</table>

Customer may purchase additional CenturyLink business applications services at the following website: [https://apps.centurylink.com/login](https://apps.centurylink.com/login). Additional charges will apply.

Customer: DODGE COUNTY 911 - NE

Authorized Signature

Name Typed or Printed

Title

Date

Service(s) Total for Services priced in this Order

<table>
<thead>
<tr>
<th></th>
<th>Monthly Recurring Charges ($)</th>
<th>Non-Recurring Charges ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service(s) Total</td>
<td>$ 89.00</td>
<td>$ 99.00</td>
</tr>
</tbody>
</table>

Opportunity ID#: 56296307
Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by CenturyLink ("CenturyLink"), as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to CenturyLink) this document and returning it to CenturyLink.

2. Prior to installation, CenturyLink may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be CenturyLink’s Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-net demarcation points will be the off-net vendor’s MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services.

4. The Service identified in this Order is subject to the CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) or Service Exhibit(s) between CenturyLink Communications, LLC and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a CenturyLink Master Services Agreement with CenturyLink Communications, LLC but has executed a services agreement for applicable services with an affiliate of CenturyLink ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If CenturyLink and Customer have not executed a CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement/Service Schedule(s) as of the date of this Order will govern, copies which are available upon request. The CenturyLink invoicing entity is the entity providing Services. Notwithstanding anything in any Affiliate Agreement to the contrary, CenturyLink will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the “Customer Commit Date”), by delivering the Service, or by the manner described in a Service Schedule. CenturyLink will deliver a written or electronic notice that the Service is installed (a “Connection Notice”), at which time billing will commence. Unless otherwise provided in a Service Attachment, at the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days’ notice from CenturyLink. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than CenturyLink’s uncured default or if CenturyLink terminates due to Customer’s uncured default, then Customer will pay CenturyLink’s standard early termination liability charges as identified in the CenturyLink Master Service Agreement, Affiliate Agreement, Service Exhibit or Service Schedule. “Affiliate Agreement” for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer’s sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from CenturyLink will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by CenturyLink, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a CenturyLink provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to CenturyLink that not more than 10% of Customer’s traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit http://www.centurylink.com/taxes or the RSS, if indicated by the applicable Service Schedule(s) or Service Exhibit(s).

8. Customer will pay CenturyLink's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside CenturyLink's standard interval duration (available upon request and (b) ancillary charges for additional activities, features or options. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer will pay such charges.
9. Charges/Orders. CenturyLink will charge Customer the rates for the Services shown above. If Customer changes any of the Bundle/Package or Service Details or moves a Service Address, these rates will not apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Existing services, bundles, offers, or packages will continue to be governed by the terms and conditions incorporated by attachment or reference when previously added to the Agreement. If the Agreement does not allow for rates to be set forth in a quote, this Order amends the Agreement to include CenturyLink-approved signed quotes as a method to order the Services listed above. Despite anything to the contrary in the Service-specific terms and conditions and for purposes of this Order only, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary in the Existing Agreement or Agreement. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.
Resolution NO. 2019-089

A Resolution of the City Council of the City of Fremont, Nebraska, to approve agreement with CenturyLink for upgraded remote access line to the Fremont/Dodge County 911 server.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council approve the contract with CenturyLink to upgrade the remote access services for the Fremont/Dodge County 911 server.

PASSED AND APPROVED THIS 28th DAY OF MAY 2019.

_______________________________
Scott Getzschman, Mayor

ATTEST:

_______________________________
Tyler Ficken, City Clerk
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 a Drone Zone in an area near the hospital in Fremont for operation of unmanned drones, ground and air based. The intent of the use is for the delivery of goods and services, and security and emergency operations. The Policy would establish a one-year test period to operate the unmanned drones within the area for Commercial Uses. The Resolution further clarifies the geographical area of operations as shown in Exhibit A, which is 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 ground-based and aerial commercial applications, and is capable of:
   (A) Transporting commercial items and parcels with or without an operator directly controlling the Commercial Drone;
   (B) Conducting security and emergency operations with or without an operator directly controlling the Commercial Drone;
   (C) Identifying and yielding to:
       a. Pedestrians;
       b. Bicyclists;
       c. Motorists;
       d. Other lawful users of public space;
       e. Property;
   (D) Navigating sidewalks and public thoroughfares;
   (E) Interpreting traffic signals and signs at crosswalks; and
   (F) 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 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:
      i. Each Operator is FAA Part 107 sUAS Certified;
      ii. Each CD is safe to operate in bike lanes, sidewalks, crosswalks, and public thoroughfares interconnected to sidewalks and crosswalks;
      iii. Each CD will comply with the requirements and limitations provided in Section 3;
      iv. No more than five (5) CDs will be operated by the applicant in the Drone Zone;
   c. The person signing the application has reviewed it and determined that the information provided is true and accurate; and
   d. The person signing the application is authorized to sign and file the application;
   e. The proposed geographic locations within the Drone Zone where the applicant intends to operate the CD’s;
   f. Provide Proof of Insurance; and
   g. A nonrefundable fee of $50.

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;
         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 28th DAY OF MAY 2019.

ATTEST:

SCOTT GETZSCHMAN, MAYOR

TYLER FICKEN, CITY CLERK
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 Zone.

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 Exhibit “A”;

NOW THEREFORE BE IT RESOLVED, the Mayor and City Council authorize the Mayor to sign the Drone Zone Policy.

PASSED AND APPROVED THIS 28th 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 reference 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 increases 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 the 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.

  Comment [B7]: Clarify “Prepares and/or reviews Code, Ordinances etc. that have been requested by the City Council” who is responsible for such codes and policies under EMC.

- 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.

  Comment [B8]: Consider clarifying to cover Study Periods starting at 6:30 to 6:45 and Open Public Council Sessions that may occur last meeting of every month and start at 6:30.

- 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 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>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrick J. Sullivan</td>
<td>$225/hr.</td>
</tr>
<tr>
<td>Timothy J. Buckley</td>
<td>$200/hr.</td>
</tr>
<tr>
<td>Molly J. Miller</td>
<td>$200/hr.</td>
</tr>
<tr>
<td>Travis M. Jacott</td>
<td>$200/hr.</td>
</tr>
<tr>
<td>Christina Chvala</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.
Reconsideration Motion/Clarification of Legal Contract Language

Yerger, Brad

Today 12:27 PM

Sullivan Legal Services Agreement Clarifications.docx 30 KB

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
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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>

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>;
Jacobs, 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
AMENDED AND RESTATED
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 the City to provide legal services to the City commencing April 1, 2019 through December 31, 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 reference 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 Firm personnel listed on Exhibit "B", including the rates of new personnel, may be amended by the Firm and considered by the City administration without city council approval, provided however no increases 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
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, with input from the City Council 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 specific to Municipal Law, along with travel and accommodations, shall be paid by City only upon prior approval request of the same to the City and after approval 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 Commission meetings or regularly scheduled attendance at the City based on a weekly or monthly schedule.
agreed to by between the Firm and the 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 the Firm and the 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 the Firm.

(c) Except in the normal course of legal representation of the City, 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 the Firm without prior written approval of and notice to the City’s governing body. 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.

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, as well as City Municipal Code 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/May] 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.

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- 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, City Council President and City Administrator (or designee) the filing of any litigation against the City, update the Mayor and City Administrator Governing Body to the extent permitted, on pending litigation on a regular basis, and inform the Mayor and City Administrator Governing Body 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 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

Patrick J. Sullivan - Attorney $225/hr.
Timothy J. Buckley - Attorney $200/hr.
Molly J. Miller - Attorney $200/hr.
Travis M. Jacott - Attorney $200/hr.
Christina Chvala – Paralegal $100/hr.

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Dated this_____day of May 2019.

City of Fremont, Nebraska

By: _______________________________
    Scott Getzschman, Mayor

Adams & Sullivan, P.C., L.L.O.

By: _______________________________
    Patrick J. Sullivan, President
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The Firm will utilize to the maximum extent possible the City’s in-house legal assistant as an informed liaison between the Firm and the City governance and staff to help manage costs.
STAFF REPORT

TO:         Honorable Mayor and City Council
FROM:      Jody Sanders, CPA, Director of Finance
DATE:     May 28, 2019
SUBJECT:  Quarterly financial reports.

Recommendation:  Move to receive second quarter 2019 financial reports

Background: The following internally-produced year to date financial reports provide interim reporting to the City Council of the City's, including the utility funds, financial activity as of the end of the preceding quarter. The Council continues to receive the monthly Report of the Treasury on the agenda for the first council meeting of each month.

Fiscal Impact: The fiscal impact is reflected within the reports. As a reminder, for many City revenue sources, no revenue is shown for the first two months, as those receipts relate to activity in the prior fiscal year, so comparisons to budget are less helpful than comparisons with the prior year. With six months of the fiscal year complete, normal percent of budgeted expenditures should be 50%.

General fund notes: Property taxes received 2019 YTD are $101,000 less than YTD 2018, which is 10% less than last year. This result is surprising because the budgeted receipts were expected to increase for 2019; however, looking forward, the City catches up by $333,000 in April and May 2019 collections. Franchise taxes are higher year, as Spectrum did not correct their rate to five percent until after March 2018. Business taxes, up 11.3% from 2018, show an increase in all categories in 2019, except telecommunications. The Charges for services category, is showing a modest (3.8%) increase, led by Waste Transfer Station tipping fees increasing $51,000, Building permits increasing by $20,000, and Rentals receipts at an increase of $15,000. The decrease in donations is due to the Debby Durham Family Grants to the fire and police departments in 2018. Interest income is higher as some two-year investments matured during March. Other income for 2019 includes the proceeds of the sale of the Dodge County Humane Society. The only departments that have spent more than 50% of budgeted operating expenditures is the City Council, due to the timing of the League of Municipality dues payment, and the City Attorney. While still within budget, the police department shows the largest increase in year-to-year comparison with budgeted personnel cost increases. Just a quick reminder that City Staff was asked to sacrifice a portion of their operating budget to provide for a balanced budget in 2018 and 2019, and the YTD results suggest that Staff is doing a good job staying within their budgets. As of the end of March the cost of the flood was mostly in overtime paid, and in March was less than $40,000 in the General Fund. On the second page, capital project activity for the second quarter includes the roof replacement at the police department, the purchase of an ambulance in
the fire department, remodeling at the Friendship Center, and a shelter at Ronin Park. The Change in General Fund balance is $288,000 lower than year-to-date results in FY 2018. Note that the 2019 budgeted use of fund balance is nearly double the budgeted amount for 2018.

Sales Tax collections through March are 14.4% higher than last year’s receipts at this time, and exceed budgeted projections by 14%. A portion of this increase will eventually be paid back to the State under the Nebraska Advantage Act, and staff continues to work on an early estimate of this repayment. Charges for Service revenues YTD is $13,000 lower than last year due to the timing of rental receipts. Interest revenue is up due to the maturity of two-year investments. Other receipts include proceeds from the sale of land at Morningside Business Park. Expenditures in 2019 include the purchase of the property at Union and 16th street, and loan advances of $450,000 under the LB840 program. Note the large increase in transfers out to the Street Fund to contribute to the first Southeast Beltway project payment of $6,670,000.

The Street fund’s Intergovernmental revenue includes a $50,000 increase in Gas Tax receipts and a $19,000 increase in state funding. Expenditures overall are $143,000 higher than prior year in street maintenance, due in part to increases in equipment rentals due to snow removal, as well as budgeted heavy equipment purchases totaling $130,000. Street improvements have also increased from prior year, with the Southeast Beltway payment accounting for this change.

In the Other Funds, The Community Development Agency revenues and expenditures are up due to one additional TIF project making its first TIF payment. Keno revenues are up $30,000 from YTD revenues last year. The Airport Fund’s revenue is less in 2019 due to the land at the airport no longer used as a farm rental. The City Employee Insurance fund is showing improvement over budget and last year with revenues offset by YTD expenses resulting in a current excess of $1,240,000, with claims lower year-to-date compared to 2018. Both the CEI fund and Workers Compensation fund expenditures are within budgeted amounts.

On the governmental balance sheet, General Fund (GF) unassigned fund balance is over $11.3 million, with just under $1.4 million of GF fund balance committed for code enforcement/defense and the Police Building improvements, as well as nearly $3 million committed by the City Council for capital improvement projects. Other governmental fund balances can also be found on Page 2 of this Balance Sheet.

In the Electric Fund, Year to date (YTD) this fund has recognized a -211% of the Change in Net Position budgeted for the fiscal year, since we have budgeted an overall loss for this fiscal year. Compared to last year, there is a five percent decrease over last year’s YTD Change in Net Position. This is the second quarter to compare year to year for Off System Sales with the Cottonwood wind generation sales included in this number, but last year sales did not start until November. In this fiscal year, Off System Sales are nearly 1.75 times last year’s sales, with net purchased power costs up only
29% compared to FY 18. Overall, YTD consumption is 4,697,000 KWH more than 2018, with nearly all customer types seeing a two to three percent increase in consumption from 2018 KWH. Expenses are all within budgeted amounts for the year. Overall, this fund is only slightly behind 2018 results, and in keeping with budgeted expenditures.

In the Water Fund: YTD this fund has recognized 11% of the budgeted Change in Net Position for 2018, compared to 31.5% last YTD. Revenues increased each month from the prior year, resulting in a YTD increase of $189,750, despite a decrease in Plant II bypass noted on W-1. YTD expenses for departments came in under budget except for the Distribution department, which is recording much of the utilities’ overtime related to the March flood. Note under the “PAYROLL IN DOLLARS” Overtime line the $33,000 increase year to year for March only. These captured costs are expected to be reimbursed by federal and state disaster relief fund at a rate of 87.5 percent. Offsets will be recorded when we get further in the reporting process with NEMA/FEMA and the reimbursement level is confirmed.

The Waste Water (Sewer) Fund YTD this fund has recognized 10.4% of the budgeted Change in Net Position for 2019, compared to 318% YTD in 2018. Overall consumption is up seven percent, while revenue decreased 3.5% from last year YTD. A change in loadings at the commercial customer type explains the revenue decrease. Expenses are all well within budget YTD, except a small overage in depreciation expense YTD due to the tree chipper placed in service in the second quarter of 2018.

The Gas Fund YTD: The second quarter of the year finds the Gas Fund with a YTD gain of $659,243 compared to 2018 YTD of $761,560. While the current month consumption is up 25.6%, consumption overall during the year is up 10.2%, and gas purchase expense is up $979,000 YTD, and is the only activity with expenses exceeding budget.

The Utilities’ Statement of Net Position shows each fund’s net position (compared to the governmental term “fund balance”) and the restrictions on the net position.
Preliminary (Unaudited)
City of Fremont - General Fund
Statement of Revenues and Expenditures
As of March 31, 2019

<table>
<thead>
<tr>
<th>Revenue by Type</th>
<th>CURRENT YTD</th>
<th>FISCAL YEAR</th>
<th>FISCAL YEAR %</th>
<th>PRIOR YEAR YTD</th>
<th>FISCAL YEAR</th>
<th>FISCAL YEAR %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes</td>
<td></td>
<td></td>
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<tr>
<td>Property</td>
<td>909,609</td>
<td>5,981,702</td>
<td>15.21</td>
<td>1,010,601</td>
<td>5,479,086</td>
<td>18.44</td>
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<tr>
<td>In Lieu of Tax</td>
<td>4,000</td>
<td>9,000</td>
<td>44.53</td>
<td>2,865</td>
<td>5,000</td>
<td>31.63</td>
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<tr>
<td>Franchise</td>
<td>76,124</td>
<td>250,000</td>
<td>30.26</td>
<td>46,449</td>
<td>250,000</td>
<td>18.58</td>
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<tr>
<td>Business</td>
<td>677,377</td>
<td>1,610,000</td>
<td>42.07</td>
<td>608,548</td>
<td>1,615,000</td>
<td>37.68</td>
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<td>Intergovernmental</td>
<td>311,432</td>
<td>2,019,776</td>
<td>15.42</td>
<td>317,445</td>
<td>1,552,364</td>
<td>20.45</td>
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<td>Charges for Services</td>
<td>1,232,623</td>
<td>2,765,000</td>
<td>44.58</td>
<td>1,077,612</td>
<td>2,000,350</td>
<td>42.37</td>
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<td>Donations</td>
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<td>565,000</td>
<td>.54</td>
<td>46,000</td>
<td>613,000</td>
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<td>Interest</td>
<td>138,002</td>
<td>25,000</td>
<td>5.52</td>
<td>72,335</td>
<td>70,000</td>
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<tr>
<td>Other</td>
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<td>6,002,000</td>
<td>3.93</td>
<td>25,691</td>
<td>2,000</td>
<td>1,284.55</td>
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<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>3,588,450</strong></td>
<td><strong>19,227,478</strong></td>
<td><strong>18.66</strong></td>
<td><strong>3,319,746</strong></td>
<td><strong>12,394,100</strong></td>
<td><strong>26.78</strong></td>
</tr>
</tbody>
</table>

Operating Expenditures by Activity

|                          |              |              |               |                |              |               |
| Council                  | 86,146       | 122,214      | 70.49         | 85,840         | 119,937     | 71.57         |
| Administration           |              |              |               |                |              |               |
| City Administrator       | 132,366      | 317,973      | 41.63         | 136,722        | 302,526     | 45.19         |
| Administration           | 648,648      | 1,276,601    | 50.81         | 620,411        | 1,233,860   | 50.28         |
| Human Resources          | 60,152       | 162,919      | 45.26         | 67,985         | 130,069     | 49.23         |
| Information Technologies | 267,616      | 515,264      | 54.90         | 289,163        | 576,319     | 50.21         |
| City Attorney            | 164,752      | 218,494      | 75.40         | 197,097        | 493,716     | 39.92         |
| City Clerk               | 81,928       | 181,340      | 45.18         | 74,634         | 179,267     | 41.63         |
| Inspections              | 227,411      | 468,494      | 48.54         | 199,848        | 452,766     | 44.14         |
| Sanitation               | 603,526      | 1,607,037    | 37.56         | 548,616        | 1,564,247   | 35.07         |
| Public Works             |              |              |               |                |              |               |
| Engineering              | 194,723      | 493,940      | 39.42         | 192,768        | 477,177     | 40.40         |
| Planning Commission      | 12           | 100          | 12.00         | 16             | 100         | 16.00         |
| Planning                 | 57,295       | 165,281      | 34.67         | 55,697         | 162,400     | 34.30         |
| Police                   | 2,363,709    | 5,275,789    | 44.80         | 2,277,231      | 5,083,958   | 44.79         |
| Fire                     | 1,455,129    | 3,295,857    | 44.15         | 1,475,652      | 3,214,965   | 45.90         |
| Reserve                  | -            | 15,201       | -             | -              | 15,283      | -             |
| Civil Defense            | 9,517        | 23,307       | 44.67         | 4,165          | 21,275      | 19.58         |
| Parks                    |              |              |               |                |              |               |
| Facilities               | 134,768      | 369,471      | 36.48         | 133,085        | 348,716     | 38.16         |
| Parks                    | 513,705      | 1,365,750    | 37.61         | 491,744        | 1,323,402   | 37.16         |
| Recreation               | 121,606      | 433,409      | 28.06         | 119,476        | 422,343     | 28.29         |
| Splash Station           | 23,136       | 314,923      | 7.35          | 39,004         | 268,375     | 13.53         |
| Renovation               | 2,013        | 81,688       | 2.49          | 2,742          | 80,669      | 3.42          |
| Cemetery                 | 52,619       | 143,903      | 36.57         | 56,893         | 142,808     | 39.84         |
| Library                  | 502,771      | 1,053,142    | 47.74         | 469,312        | 1,017,324   | 46.13         |
| Grant Appropriations     | -            | 540,000      | -             | -              | 475,632     | -             |
| **Total Operating Expenditures** | **7,713,678** | **18,440,063** | **41.83** | **7,537,121** | **18,135,054** | **41.56** |
### Preliminary (Unaudited)

City of Fremont - General Fund

Statement of Revenues and Expenditures
As of March 31, 2019

<table>
<thead>
<tr>
<th>Current YTD</th>
<th>Fiscal Year</th>
<th>Fiscal Year %</th>
<th>Prior Year YTD</th>
<th>Fiscal Year</th>
<th>Fiscal Year %</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>March</strong></td>
<td><strong>2019</strong></td>
<td><strong>2018-2019</strong></td>
<td><strong>Budget Expended</strong></td>
<td><strong>March</strong></td>
<td><strong>2017-2018</strong></td>
</tr>
<tr>
<td>administration</td>
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<tr>
<td>Public Works</td>
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</tr>
<tr>
<td>Engineering</td>
<td></td>
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<tr>
<td>Inspections</td>
<td></td>
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<tr>
<td>Planning</td>
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<td>Police</td>
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<td>Fire</td>
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<tr>
<td>Parks</td>
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<td>Facilities</td>
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<tr>
<td>Parks</td>
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<tr>
<td>Splash Station</td>
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<tr>
<td>Ronin</td>
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</tr>
<tr>
<td>Cemetery</td>
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<tr>
<td>Library</td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Total Capital Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Principal Payments on Debt</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Interest on Long-Term Debt</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Excess/Deficiency of Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Financing Sources (Uses)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers in</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfers out</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net transfers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net change in fund balance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ADDITIONAL INFORMATION:**

Provision of Fund Balance for Fiscal Year 2018 was $1,901,575, of which $1,626,631 is Carried Over for Illegal Immigration & Levee
## Revenue by Type

<table>
<thead>
<tr>
<th></th>
<th>CURRENT YTD</th>
<th>FISCAL YEAR</th>
<th>FISCAL YEAR %</th>
<th>PRIOR YEAR YTD</th>
<th>FISCAL YEAR</th>
<th>FISCAL YEAR %</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Taxes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales</td>
<td>2,599,048</td>
<td>6,834,000</td>
<td>38.03</td>
<td>2,271,944</td>
<td>6,665,000</td>
<td>36.07</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>5,537</td>
<td>-</td>
<td>-</td>
<td>18,124</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Interest</td>
<td>113,971</td>
<td>43,150</td>
<td>263.20</td>
<td>78,359</td>
<td>90,150</td>
<td>86.92</td>
</tr>
<tr>
<td>Other</td>
<td>505,782</td>
<td>-</td>
<td>21,667</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>3,223,938</td>
<td>6,877,150</td>
<td>46.88</td>
<td>2,390,094</td>
<td>6,759,150</td>
<td>35.36</td>
</tr>
</tbody>
</table>

## Expenditures by Activity

<table>
<thead>
<tr>
<th></th>
<th>FISCAL YEAR</th>
<th>FISCAL YEAR %</th>
<th>PRIOR YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018-2019</td>
<td>BUDGET EXPENDED</td>
<td>MARCH 2018</td>
</tr>
<tr>
<td>Public Safety-Fire</td>
<td>140,506</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>8</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Street Improvements</td>
<td>8</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Economic Enhancement (LA 840)</td>
<td>466,885</td>
<td>2,019,000</td>
<td>23.12</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>607,407</td>
<td>2,019,000</td>
<td>30.08</td>
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</table>

## Excess/(Deficiency) of Revenues

<table>
<thead>
<tr>
<th></th>
<th>FISCAL YEAR</th>
<th>FISCAL YEAR %</th>
<th>PRIOR YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018-2019</td>
<td>BUDGET EXPENDED</td>
<td>MARCH 2018</td>
</tr>
<tr>
<td>Over Expenditures</td>
<td>2,616,531</td>
<td>4,858,150</td>
<td>-</td>
</tr>
</tbody>
</table>

## Other Financing Sources (Uses)

<table>
<thead>
<tr>
<th></th>
<th>FISCAL YEAR</th>
<th>FISCAL YEAR %</th>
<th>PRIOR YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018-2019</td>
<td>BUDGET EXPENDED</td>
<td>MARCH 2018</td>
</tr>
<tr>
<td>Transfers out</td>
<td>(8,721,257)</td>
<td>(10,451,506)</td>
<td>83.44</td>
</tr>
<tr>
<td>Net transfers</td>
<td>(8,721,257)</td>
<td>(10,451,506)</td>
<td>-</td>
</tr>
<tr>
<td>Net change in fund balance</td>
<td>(6,104,726)</td>
<td>(5,593,356)</td>
<td>-</td>
</tr>
</tbody>
</table>

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1. 1
### Revenue by Type

<table>
<thead>
<tr>
<th>Taxes</th>
<th>CURRENT YTD</th>
<th>FISCAL YEAR</th>
<th>FISCAL YEAR %</th>
<th>PRIOR YEAR YTD</th>
<th>FISCAL YEAR</th>
<th>FISCAL YEAR %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Vehicle</td>
<td>228,822</td>
<td>575,000</td>
<td>39.80</td>
<td>224,340</td>
<td>556,000</td>
<td>40.78</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>1,839,489</td>
<td>3,510,109</td>
<td>52.41</td>
<td>1,766,406</td>
<td>3,626,292</td>
<td>48.71</td>
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<tr>
<td>Charges for Services</td>
<td>10,990</td>
<td>30,000</td>
<td>36.63</td>
<td>8,973</td>
<td>30,000</td>
<td>29.91</td>
</tr>
<tr>
<td>Interest</td>
<td>71,888</td>
<td>30,000</td>
<td>239.63</td>
<td>36,229</td>
<td>33,000</td>
<td>109.78</td>
</tr>
<tr>
<td>Other</td>
<td>1,407</td>
<td>4,000,000</td>
<td>.04</td>
<td>1,736</td>
<td>4,000,000</td>
<td>.04</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>2,152,590</td>
<td>8,145,109</td>
<td>26.43</td>
<td>2,037,564</td>
<td>8,239,292</td>
<td>24.73</td>
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</table>

### Expenditures by Activity

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Streets</td>
<td>1,294,372</td>
<td>7,045,945</td>
<td>18.37</td>
<td>1,151,928</td>
<td>3,271,174</td>
<td>35.21</td>
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<tr>
<td>Streets Improvement</td>
<td>6,956,015</td>
<td>13,042,739</td>
<td>53.33</td>
<td>555,468</td>
<td>15,155,368</td>
<td>3.66</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>8,250,387</td>
<td>20,088,684</td>
<td>41.07</td>
<td>1,707,396</td>
<td>18,466,542</td>
<td>9.25</td>
</tr>
</tbody>
</table>

### Excess/(Deficiency) of Revenues

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(6,097,797)</td>
<td>(11,943,575)</td>
<td>-</td>
<td>330,258</td>
<td>(10,227,250)</td>
<td>-</td>
</tr>
</tbody>
</table>

### Other Financing Sources (Uses)

<table>
<thead>
<tr>
<th>TRANSFERS IN</th>
<th>2018-2019</th>
<th>BUDGET EXPENSED</th>
<th>2018</th>
<th>2017-2018</th>
<th>BUDGET EXPENSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>6,448,562</td>
<td>6,279,114</td>
<td>102.70</td>
<td>239,998</td>
<td>10,000,000</td>
<td>2.40</td>
</tr>
<tr>
<td>Net transfers</td>
<td>6,448,562</td>
<td>6,279,114</td>
<td>239,998</td>
<td>10,000,000</td>
<td>-</td>
</tr>
</tbody>
</table>

### Net change in fund balance

<table>
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<tr>
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<td>PRIOR YEAR YTD</td>
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<td>13,170,766</td>
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**Preliminary (Unaudited)**

City of Fremont - All Other Funds

Summarized Statement of Revenues and Expenditures

As of March 31, 2019

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<tr>
<th></th>
<th>CURRENT YTD</th>
<th>FISCAL YEAR</th>
<th>FISCAL YEAR %</th>
<th>PRIOR YEAR YTD</th>
<th>FISCAL YEAR</th>
<th>FISCAL YEAR %</th>
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<tr>
<td>Excess/(Deficiency) of Revenues</td>
<td>1,645,218</td>
<td>(2,108,605)</td>
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<td>1,419,844</td>
<td>(544,479)</td>
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<td>Other Financing Sources (Uses)</td>
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<td>Transfers In</td>
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<td>1,738,714</td>
<td>2.69</td>
<td>11,429</td>
<td>340,464</td>
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<td>Transfers Out</td>
<td>(246,807)</td>
<td>(579,714)</td>
<td>42.57</td>
<td>(321,637)</td>
<td>(769,264)</td>
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<td>(310,208)</td>
<td>(428,800)</td>
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<td>Net Change in Fund Balance</td>
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<td>1,109,636</td>
<td>(973,279)</td>
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## Preliminary (Unaudited)

City of Pomona - Governmental Funds & Internal Service Fund

Balance Sheet - Fund Basis

As of March 31, 2019

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<tr>
<th>ASSETS</th>
<th>General Fund</th>
<th>Sales Tax/ Special Revenue Fund</th>
<th>Community Street Fund</th>
<th>Development Agency</th>
<th>Other Governmental Funds</th>
<th>Total Governmental Funds</th>
<th>Internal Service Funds (CEI/AC/IM)</th>
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<tbody>
<tr>
<td>Cash and Cash Equivalents</td>
<td>$ 3,107,627</td>
<td>$ 8,132,578</td>
<td>$ 3,888,251</td>
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<td>$ 2,380,625</td>
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<tr>
<td>Receivables</td>
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<tr>
<td>Special Assessments</td>
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<td>-</td>
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<td>-</td>
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<td>-</td>
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<tr>
<td>Accounts, net of allowance for doubtful accounts</td>
<td>394,239</td>
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<td>720,498</td>
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<td>440,027</td>
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<tr>
<td>Notes receivable, net of allowance for doubtful accounts</td>
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<td>36,236</td>
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<td>1,289,609</td>
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<td>Other tax</td>
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<tr>
<td>TIF bonds receivable</td>
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<td>189,632</td>
<td>-</td>
<td>189,632</td>
<td>7,416</td>
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<tr>
<td>Due from other governments</td>
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<td>7,416</td>
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<tr>
<td>Due from other funds</td>
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<td>1,056,297</td>
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<tr>
<td><strong>Total assets</strong></td>
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<td><strong>$ 16,896,466</strong></td>
<td><strong>$ 9,080,353</strong></td>
<td><strong>$ 304,451</strong></td>
<td><strong>$ 6,478,695</strong></td>
<td><strong>$ 49,310,581</strong></td>
<td><strong>$ 5,822,965</strong></td>
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<td><strong>39,247</strong></td>
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<td><strong>1,219,640</strong></td>
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<td>Street Fund</td>
<td>Community Development Agency</td>
<td>Other Governmental Funds</td>
<td>Total Governmental Funds</td>
<td>Internal Service Funds (CEH/WC/BE)</td>
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<td>CURRENT YEAR</td>
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<td>%</td>
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<td>2,926,854</td>
<td>15,522,524</td>
<td>20,400,060</td>
<td>40,801,165</td>
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<td>2,767,940</td>
<td>137,157</td>
<td>2,735,157</td>
<td>2,033,326</td>
<td>4,045,635</td>
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<td>263,394</td>
<td>120,047</td>
<td>256,138</td>
<td>87,498</td>
<td>175,000</td>
<td>150.51</td>
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<td>(801,539)</td>
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<tr>
<td>Net Operating Revenue</td>
<td>684,783</td>
<td>1,941,325</td>
<td>257,204</td>
<td>1,933,618</td>
<td>1,001,226</td>
<td>2,001,426</td>
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<tr>
<td>Interfund Transfer In</td>
<td>684,783</td>
<td>1,941,325</td>
<td>257,204</td>
<td>1,933,618</td>
<td>1,001,226</td>
<td>2,001,426</td>
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<td>Interfund Transfer Out</td>
<td>(201,721)</td>
<td>(1,197,638)</td>
<td>(194,068)</td>
<td>(1,148,873)</td>
<td>(1,176,948)</td>
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<td>50.88</td>
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<tr>
<td>Net Interfund Transfer</td>
<td>(201,721)</td>
<td>(1,197,638)</td>
<td>(194,068)</td>
<td>(1,148,873)</td>
<td>(1,176,948)</td>
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<td>784,745</td>
<td>(175,722)</td>
<td>(352,487)</td>
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<td>21,509,658</td>
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<td>INFORMATIONAL ONLY, all amounts included above:</td>
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<td>PAYROLL IN DOLLARS *</td>
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## Fremont Department of Utilities
### Water System
#### Finance Activity
#### For Month Ended 3/31/19

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<th>Current Year Actual</th>
<th>Current Year Actual Year-To-Date</th>
<th>Prior Year Actual</th>
<th>Prior Year Actual Year-To-Date</th>
<th>Current Year Budget</th>
<th>Annual Budget</th>
<th>% Budget</th>
</tr>
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<tr>
<td><strong>Revenue in Dollars</strong></td>
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<td>Water Sales</td>
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<td>Tap Fees</td>
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<td>2,500</td>
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<td>Total Operating Revenue</td>
<td>286,986</td>
<td>1,839,053</td>
<td>343,056</td>
<td>1,651,805</td>
<td>2,375,334</td>
<td>4,750,688</td>
<td>38.71</td>
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<tr>
<td>Less Operating Expense</td>
<td>299,637</td>
<td>1,524,673</td>
<td>269,256</td>
<td>1,409,058</td>
<td>1,720,932</td>
<td>3,442,223</td>
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<td>Net Operating Revenue</td>
<td>(29,651)</td>
<td>314,380</td>
<td>73,730</td>
<td>242,747</td>
<td>654,402</td>
<td>1,308,465</td>
<td>24.03</td>
</tr>
<tr>
<td>Nonoperating Revenue</td>
<td>1,671</td>
<td>11,740</td>
<td>13,334</td>
<td>21,009</td>
<td>29,094</td>
<td>58,200</td>
<td>20.17</td>
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<td>66,545</td>
<td>61,764</td>
<td>123,533</td>
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<tr>
<td>Net Nonoperating Revenue</td>
<td>1,671</td>
<td>(51,601)</td>
<td>13,334</td>
<td>(45,536)</td>
<td>(32,670)</td>
<td>(65,333)</td>
<td>78.98</td>
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<tr>
<td>Net Operating Revenue</td>
<td>(29,651)</td>
<td>314,380</td>
<td>73,730</td>
<td>242,747</td>
<td>654,402</td>
<td>1,308,465</td>
<td>24.03</td>
</tr>
<tr>
<td>Net Nonoperating Revenue</td>
<td>1,671</td>
<td>(51,601)</td>
<td>13,334</td>
<td>(45,536)</td>
<td>(32,670)</td>
<td>(65,333)</td>
<td>78.98</td>
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<td>Net Revenue</td>
<td>(27,980)</td>
<td>262,779</td>
<td>87,064</td>
<td>197,211</td>
<td>621,732</td>
<td>1,243,132</td>
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<td>2,996</td>
<td>3,404</td>
<td>3,404</td>
<td>64,668</td>
<td>129,947</td>
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<td>Interfund Transfer Out</td>
<td>(24,482)</td>
<td>(146,901)</td>
<td>(18,350)</td>
<td>(116,109)</td>
<td>(146,850)</td>
<td>(293,793)</td>
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<td>(15,946)</td>
<td>(112,705)</td>
<td>(82,224)</td>
<td>(164,466)</td>
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<td>539,508</td>
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## Expense in Dollars

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<th>Current Year Actual Year-To-Date</th>
<th>Prior Year Actual</th>
<th>Prior Year Actual Year-To-Date</th>
<th>Current Year Budget</th>
<th>Annual Budget</th>
<th>% Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Production</td>
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<td>313,031</td>
<td>66,622</td>
<td>295,712</td>
<td>456,720</td>
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<td>396,115</td>
<td>55,240</td>
<td>313,284</td>
<td>381,018</td>
<td>762,201</td>
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<td>371,355</td>
<td>60,697</td>
<td>374,426</td>
<td>407,214</td>
<td>814,486</td>
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<td>Depreciation</td>
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<td>85,767</td>
<td>492,181</td>
<td>537,744</td>
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### Informational Only, all amounts included above:

**Payroll in Dollars**

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<th>Prior Year Actual Year-To-Date</th>
<th>Current Year Budget</th>
<th>Annual Budget</th>
<th>% Budget</th>
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<td>Regular</td>
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<td>213,628</td>
<td>45,627</td>
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## Revenue in Dollars

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<th>Current Year</th>
<th>Prior Year</th>
<th>Prior Year</th>
<th>Current Year</th>
<th>Annual</th>
<th>%</th>
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<td>Year-To-Date</td>
<td>Actual</td>
<td>Year-To-Date</td>
<td>Actual</td>
<td>Budget</td>
<td>Budget</td>
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<td><strong>Sewer Rentals</strong></td>
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<td>2,716,349</td>
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<td>2,817,707</td>
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<tr>
<td><strong>Total Operating Revenue</strong></td>
<td>421,529</td>
<td>2,716,349</td>
<td>447,809</td>
<td>2,817,707</td>
<td>3,862,344</td>
<td>7,724,705</td>
<td>35.16</td>
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<tr>
<td><strong>Net Operating Revenue</strong></td>
<td>10,494</td>
<td>461,242</td>
<td>31,179</td>
<td>624,190</td>
<td>1,261,896</td>
<td>2,523,500</td>
<td>18.28</td>
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<tr>
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<td>15,844</td>
<td>85,840</td>
<td>59,377</td>
<td>672,454</td>
<td>26,094</td>
<td>52,200</td>
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<td>59,377</td>
<td>659,152</td>
<td>(524,316)</td>
<td>(1,048,640)</td>
<td>10.41</td>
</tr>
<tr>
<td><strong>Net Operating Revenue</strong></td>
<td>10,494</td>
<td>461,242</td>
<td>31,179</td>
<td>624,190</td>
<td>1,261,896</td>
<td>2,523,500</td>
<td>18.28</td>
</tr>
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<td><strong>Net Nonoperating Revenue</strong></td>
<td>15,844</td>
<td>(109,134)</td>
<td>59,377</td>
<td>659,152</td>
<td>(524,316)</td>
<td>(1,048,640)</td>
<td>10.41</td>
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<td>1,283,342</td>
<td>737,580</td>
<td>1,474,860</td>
<td>23.87</td>
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<tr>
<td><strong>Interfund Transfer In</strong></td>
<td>-</td>
<td>2,402</td>
<td>2,728</td>
<td>2,728</td>
<td>51,834</td>
<td>103,668</td>
<td>2.32</td>
</tr>
<tr>
<td><strong>Interfund Transfer Out</strong></td>
<td>(40,040)</td>
<td>(240,242)</td>
<td>(27,522)</td>
<td>(165,138)</td>
<td>(240,240)</td>
<td>(480,482)</td>
<td>50.00</td>
</tr>
<tr>
<td><strong>Net Interfund Transfer</strong></td>
<td>(40,040)</td>
<td>(237,840)</td>
<td>(24,794)</td>
<td>(162,410)</td>
<td>(188,406)</td>
<td>(376,814)</td>
<td>63.12</td>
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<tr>
<td><strong>Change in Net Position</strong></td>
<td>(13,702)</td>
<td>114,268</td>
<td>65,762</td>
<td>1,120,932</td>
<td>549,174</td>
<td>1,098,046</td>
<td>10.41</td>
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</table>

## Expense in Dollars

<table>
<thead>
<tr>
<th></th>
<th>Current Year</th>
<th>Current Year</th>
<th>Prior Year</th>
<th>Prior Year</th>
<th>Current Year</th>
<th>Annual</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Year-To-Date</td>
<td>Actual</td>
<td>Year-To-Date</td>
<td>Actual</td>
<td>Budget</td>
<td>Budget</td>
</tr>
<tr>
<td><strong>Production</strong></td>
<td>184,110</td>
<td>934,404</td>
<td>146,540</td>
<td>860,739</td>
<td>1,123,626</td>
<td>2,247,357</td>
<td>41.38</td>
</tr>
<tr>
<td><strong>Collection</strong></td>
<td>41,190</td>
<td>250,653</td>
<td>88,444</td>
<td>275,740</td>
<td>361,369</td>
<td>734,966</td>
<td>34.11</td>
</tr>
<tr>
<td><strong>Administrative &amp; General</strong></td>
<td>59,042</td>
<td>505,495</td>
<td>55,766</td>
<td>323,064</td>
<td>906,120</td>
<td>1,812,312</td>
<td>27.89</td>
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<tr>
<td><strong>Depreciation</strong></td>
<td>126,703</td>
<td>759,529</td>
<td>125,880</td>
<td>747,276</td>
<td>753,744</td>
<td>1,507,500</td>
<td>50.38</td>
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<tr>
<td><strong>Total Expense</strong></td>
<td>411,035</td>
<td>2,450,081</td>
<td>416,630</td>
<td>2,206,819</td>
<td>3,150,858</td>
<td>6,302,045</td>
<td>38.88</td>
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### Informational Only, all amounts included above:

#### Payroll in Dollars *

<table>
<thead>
<tr>
<th></th>
<th>Current Year</th>
<th>Current Year</th>
<th>Prior Year</th>
<th>Prior Year</th>
<th>Current Year</th>
<th>Annual</th>
<th>%</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Year-To-Date</td>
<td>Actual</td>
<td>Year-To-Date</td>
<td>Actual</td>
<td>Budget</td>
<td>Budget</td>
</tr>
<tr>
<td><strong>Regular</strong></td>
<td>68,305</td>
<td>405,612</td>
<td>75,141</td>
<td>375,373</td>
<td>527,616</td>
<td>1,055,239</td>
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<tr>
<td><strong>Overtime</strong></td>
<td>4,302</td>
<td>24,528</td>
<td>2,429</td>
<td>15,974</td>
<td>18,498</td>
<td>37,000</td>
<td>66.29</td>
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<td><strong>Total Payroll</strong></td>
<td>72,607</td>
<td>430,140</td>
<td>77,570</td>
<td>391,347</td>
<td>546,114</td>
<td>1,092,239</td>
<td>38.38</td>
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**Fixed Asset/Capital WIP** | -            | -            | -          | -           | 896,151      | -      | -  |
### Revenue in Dollars

<table>
<thead>
<tr>
<th></th>
<th>Current Year</th>
<th>Current Year</th>
<th>Prior Year</th>
<th>Prior Year</th>
<th>Current Year</th>
<th>Annual</th>
<th>% BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Year-To-Date</td>
<td>Actual</td>
<td>Year-To-Date</td>
<td>BUDGET</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Current Month</td>
<td></td>
<td>Current Month</td>
<td></td>
<td></td>
<td>Year-To-Date</td>
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<td>REVENUE IN DOLLARS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Operating Revenue</td>
<td>2,112,930</td>
<td>10,184,749</td>
<td>1,947,740</td>
<td>9,276,293</td>
<td>6,969,486</td>
<td>13,939,000</td>
<td>73.07</td>
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<tr>
<td>Less Operating Expense</td>
<td>1,497,251</td>
<td>9,444,667</td>
<td>1,146,555</td>
<td>8,430,943</td>
<td>6,825,528</td>
<td>13,651,202</td>
<td>69.19</td>
</tr>
<tr>
<td>Net Operating Revenue</td>
<td>615,679</td>
<td>740,082</td>
<td>799,185</td>
<td>845,350</td>
<td>143,958</td>
<td>287,798</td>
<td>257.15</td>
</tr>
<tr>
<td>Nonoperating Revenue</td>
<td>12,499</td>
<td>42,226</td>
<td>7,244</td>
<td>38,985</td>
<td>17,496</td>
<td>35,000</td>
<td>120.65</td>
</tr>
<tr>
<td>Less Nonoperating Expense</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Nonoperating Revenue</td>
<td>12,499</td>
<td>42,226</td>
<td>7,244</td>
<td>38,985</td>
<td>17,496</td>
<td>35,000</td>
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</tr>
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<td>615,679</td>
<td>740,082</td>
<td>799,185</td>
<td>845,350</td>
<td>143,958</td>
<td>287,798</td>
<td>257.15</td>
</tr>
<tr>
<td>Net Nonoperating Revenue</td>
<td>12,499</td>
<td>42,226</td>
<td>7,244</td>
<td>38,985</td>
<td>17,496</td>
<td>35,000</td>
<td>120.65</td>
</tr>
<tr>
<td>Net Revenue</td>
<td>628,178</td>
<td>782,308</td>
<td>806,429</td>
<td>884,335</td>
<td>161,454</td>
<td>322,798</td>
<td>242.35</td>
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<tr>
<td>Interfund Transfer In</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interfund Transfer Out</td>
<td>(20,510)</td>
<td>(123,065)</td>
<td>(20,462)</td>
<td>(122,775)</td>
<td>(148,056)</td>
<td>(296,125)</td>
<td>41.56</td>
</tr>
<tr>
<td>Net Interfund Transfer</td>
<td>(20,510)</td>
<td>(123,065)</td>
<td>(20,462)</td>
<td>(122,775)</td>
<td>(148,056)</td>
<td>(296,125)</td>
<td>41.56</td>
</tr>
<tr>
<td>Change in Net Position</td>
<td>607,668</td>
<td>659,243</td>
<td>785,967</td>
<td>761,560</td>
<td>13,398</td>
<td>26,673</td>
<td>2,471.57</td>
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</table>

### Expense in Dollars

<table>
<thead>
<tr>
<th></th>
<th>Current Year</th>
<th>Current Year</th>
<th>Prior Year</th>
<th>Prior Year</th>
<th>Current Year</th>
<th>Annual</th>
<th>% BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Year-To-Date</td>
<td>Actual</td>
<td>Year-To-Date</td>
<td>BUDGET</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Current Month</td>
<td></td>
<td>Current Month</td>
<td></td>
<td></td>
<td>Year-To-Date</td>
<td></td>
</tr>
<tr>
<td>EXPENSE IN DOLLARS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gas Purchase Expense</td>
<td>1,209,146</td>
<td>7,895,536</td>
<td>870,314</td>
<td>6,916,583</td>
<td>4,998,000</td>
<td>9,996,000</td>
<td>78.99</td>
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<tr>
<td>Distribution</td>
<td>120,808</td>
<td>715,203</td>
<td>123,685</td>
<td>693,459</td>
<td>809,778</td>
<td>1,619,639</td>
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<td>Administrative &amp; General</td>
<td>128,590</td>
<td>613,091</td>
<td>116,302</td>
<td>599,002</td>
<td>707,004</td>
<td>1,414,063</td>
<td>43.36</td>
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<td>Depreciation</td>
<td>36,707</td>
<td>220,637</td>
<td>36,254</td>
<td>221,899</td>
<td>310,746</td>
<td>621,500</td>
<td>35.53</td>
</tr>
<tr>
<td>Total Expense</td>
<td>1,497,251</td>
<td>9,444,667</td>
<td>1,148,555</td>
<td>8,430,943</td>
<td>6,825,528</td>
<td>13,651,202</td>
<td>69.19</td>
</tr>
</tbody>
</table>

### Informational Only, all amounts included above:

#### Payroll in Dollars

<table>
<thead>
<tr>
<th></th>
<th>Current Year</th>
<th>Current Year</th>
<th>Prior Year</th>
<th>Prior Year</th>
<th>Current Year</th>
<th>Annual</th>
<th>% BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Year-To-Date</td>
<td>Actual</td>
<td>Year-To-Date</td>
<td>BUDGET</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Current Month</td>
<td></td>
<td>Current Month</td>
<td></td>
<td></td>
<td>Year-To-Date</td>
<td></td>
</tr>
<tr>
<td>Payroll in Dollars</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular</td>
<td>65,188</td>
<td>371,966</td>
<td>66,162</td>
<td>362,629</td>
<td>394,182</td>
<td>788,365</td>
<td>47.18</td>
</tr>
<tr>
<td>Overtime</td>
<td>692</td>
<td>14,405</td>
<td>1,047</td>
<td>10,847</td>
<td>7,500</td>
<td>15,000</td>
<td>96.03</td>
</tr>
<tr>
<td>Total Payroll</td>
<td>65,880</td>
<td>386,371</td>
<td>67,209</td>
<td>373,476</td>
<td>401,682</td>
<td>803,365</td>
<td>48.09</td>
</tr>
</tbody>
</table>

| Late Payment Revenue   | 13,542       | 52,295       | 13,077     | 50,113     | 39,996       | 80,000  | 65.37   |

| Fixed Asset/Capital WIP | -            | -            | -          | -          | -            | -      | -       |
CITY OF FREMONT, NEBRASKA  
Statement of Net Position - Proprietary Funds  
March 31, 2019  

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>Electric Fund</th>
<th>Water Fund</th>
<th>Sewer Fund</th>
<th>Gas Fund</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current assets:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$10,703,114</td>
<td>$2,739,592</td>
<td>$317,339</td>
<td>$2,695,533</td>
<td>$16,455,578</td>
</tr>
<tr>
<td>Investments</td>
<td>4,918,606</td>
<td>2,092</td>
<td>22,986,323</td>
<td>1,500,000</td>
<td>29,407,021</td>
</tr>
<tr>
<td>Receivables</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts, net of allowance for doubtful accounts</td>
<td>1,469,984</td>
<td>225,430</td>
<td>178,066</td>
<td>993,709</td>
<td>2,867,189</td>
</tr>
<tr>
<td>Budget billing balance</td>
<td>(277,388)</td>
<td>(277,388)</td>
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<td></td>
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<tr>
<td>Unbilled revenue</td>
<td>35,801</td>
<td>37,132</td>
<td>139</td>
<td>10,564</td>
<td>83,635</td>
</tr>
<tr>
<td>Due from other governments</td>
<td>427,068</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>427,068</td>
</tr>
<tr>
<td>Interest</td>
<td>167,078</td>
<td>11,592</td>
<td>3,510</td>
<td>19,980</td>
<td>202,159</td>
</tr>
<tr>
<td>Inventory</td>
<td>5,490,615</td>
<td>303,242</td>
<td>117,481</td>
<td>866,650</td>
<td>6,777,989</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>317,056</td>
<td>81,528</td>
<td>86,141</td>
<td>164,703</td>
<td>649,428</td>
</tr>
<tr>
<td>Total current assets</td>
<td>25,614,180</td>
<td>3,681,637</td>
<td>24,169,220</td>
<td>6,791,414</td>
<td>60,256,452</td>
</tr>
<tr>
<td>Noncurrent assets:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restricted cash and cash equivalents</td>
<td>2,423,078</td>
<td>17,418</td>
<td>1,844,817</td>
<td>-</td>
<td>4,285,313</td>
</tr>
<tr>
<td>Restricted investments</td>
<td>8,009,894</td>
<td>872,908</td>
<td>281,177</td>
<td>-</td>
<td>9,163,979</td>
</tr>
<tr>
<td>Regulatory asset</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>812,975</td>
<td>812,975</td>
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<tr>
<td>Capital assets</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land</td>
<td>2,105,394</td>
<td>1,890,618</td>
<td>1,041,962</td>
<td>116,340</td>
<td>5,154,314</td>
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<tr>
<td>Construction in progress</td>
<td>22,847,303</td>
<td>1,163,711</td>
<td>20,285,547</td>
<td>3,053,241</td>
<td>47,349,803</td>
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<tr>
<td>Depreciable capital assets</td>
<td>212,039,637</td>
<td>40,547,116</td>
<td>52,985,277</td>
<td>16,759,246</td>
<td>322,331,277</td>
</tr>
<tr>
<td>Less Accumulated depreciation</td>
<td>(107,731,818)</td>
<td>(27,664,777)</td>
<td>(11,429,302)</td>
<td></td>
<td>(165,473,283)</td>
</tr>
<tr>
<td>Net capital assets</td>
<td>129,260,517</td>
<td>24,954,058</td>
<td>46,648,010</td>
<td>8,499,526</td>
<td>209,362,110</td>
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<tr>
<td>Total noncurrent assets</td>
<td>139,693,489</td>
<td>25,844,384</td>
<td>48,774,003</td>
<td>9,312,501</td>
<td>223,624,377</td>
</tr>
<tr>
<td>Total assets</td>
<td>165,307,669</td>
<td>29,526,021</td>
<td>72,943,224</td>
<td>16,103,915</td>
<td>283,880,829</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liabilities</th>
<th>Electric Fund</th>
<th>Water Fund</th>
<th>Sewer Fund</th>
<th>Gas Fund</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current liabilities:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts payable</td>
<td>1,354,397</td>
<td>43,223</td>
<td>1,511,009</td>
<td>1,206,027</td>
<td>4,114,657</td>
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<tr>
<td>Settlements Due/Retainage</td>
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<td>19,802</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Due to other funds</td>
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<td>91,694</td>
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<td>272,233</td>
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<td>169</td>
<td>272,588</td>
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<td>Accrued interest payable</td>
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<td>2,262</td>
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<td>571,052</td>
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<td>544</td>
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<td>671,166</td>
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<td>Advances for construction</td>
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<td>-</td>
<td>2,099,720</td>
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<td>Warranty reserve surge protection</td>
<td>8,624</td>
<td>-</td>
<td>-</td>
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<tr>
<td>ST Compensated absences</td>
<td>870,000</td>
<td>40,000</td>
<td>140,000</td>
<td>1,068,764</td>
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<tr>
<td>Current portion of long-term obligations</td>
<td>2,604,830</td>
<td>349,878</td>
<td>-</td>
<td>3,054,708</td>
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<tr>
<td>Total current liabilities</td>
<td>6,405,663</td>
<td>803,735</td>
<td>4,014,448</td>
<td>1,368,419</td>
<td>12,592,265</td>
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<tr>
<td>Noncurrent liabilities:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Fly Ash liability</td>
<td>174,505</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>174,505</td>
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<tr>
<td>Compensated absences</td>
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<td>82,366</td>
<td>104,607</td>
<td>432,778</td>
<td></td>
</tr>
<tr>
<td>Total noncurrent liabilities</td>
<td>62,211,277</td>
<td>4,446,605</td>
<td>33,235,311</td>
<td>104,607</td>
<td>99,997,000</td>
</tr>
<tr>
<td>Total liabilities</td>
<td>68,616,940</td>
<td>5,290,340</td>
<td>37,478,655</td>
<td>1,473,026</td>
<td>119,596,265</td>
</tr>
</tbody>
</table>

Deferred Inflows of Resources  
Deferred gain on bond refundings | 292 | 165 | - | 751 |
| Total Deferred inflows of resources | 292 | 165 | - | 751 |

NET POSITION  
Invested in capital assets, net | 67,380,647 | 19,861,112 | 12,904,546 | 8,499,526 | 108,645,831 |

Restricted for:  
Debt service | 7,184,399 | 890,326 | 281,177 | - | 8,355,902 |
| Fly Ash disposal | 825,495 | - | - | - | 825,495 |
| Unrestricted | 21,406,532 | 3,547,280 | 22,522,004 | 6,131,364 | 53,607,180 |
| Total net position | 96,797,073 | 24,298,718 | 35,707,727 | 14,630,889 | 171,434,408 |
Recommendation: Approval of the Redevelopment Agreement for the Morningside Crossing Redevelopment Project.

Background: This matter involves the approval of a Redevelopment Agreement proposed for execution by the Community Development Agency of the City of Fremont (“CDA”) and Morningside Commercial, LLC (“MC”).

A. Project. The project involves the construction of a new commercial center, parking lots, and other improvements in a series of up to six phases in the Morningside Road Redevelopment Area. This facility will enable the Redeveloper to add employment in the City of Fremont.

B. Tax Increment Financing. The Redevelopment Agreement involves the use of tax increment financing to pay for those eligible expenditures under the Nebraska Community Development Law. It is projected that the new facility, based upon comparable properties, will have an estimated assessed valuation of nearly Twelve Million and No/100 Dollars ($12,000,000.00). The incremental taxes from such development can be captured by the CDA for a period not to exceed fifteen (15) years for each phase of the project. The Redevelopment Agreement authorizes the CDA to issue a Tax Increment Financing Note in the amount of Two Million Eighty Three Thousand and No/100 Dollars ($2,083,000.00) which will be repaid by the incremental taxes from the project. The Note is not the general obligation of the CDA nor the City of Fremont, Nebraska. The Redeveloper is responsible for any shortfalls. The tax increment financing is intended to reimburse the Redeveloper for those eligible expenditures which, according to the Redevelopment Agreement, include site acquisition cost, site preparation cost, utility cost, design expenses and landscaping.

C. Approval. The Redevelopment Agreement is consistent with the Redevelopment Plan adopted by the City Council of the City of Fremont on July 29, 2014, pursuant to Resolution No. 2014-138, and the Amendment to Plan approved on May 14, 2019, pursuant to Resolution No. 2018-071 and also adopted by the CDA pursuant to its Resolution No. 2019-001 on the same date.

Fiscal Impact: None
REDEVELOPMENT AGREEMENT

(MORNINGSIDE CROSSING REDEVELOPMENT PROJECT)

This Redevelopment Agreement is made and entered into as of the ___ day of __________, 2019, by and between the Community Development Agency of the City of Fremont, Nebraska (“CDA”) and Morningside Commercial, LLC, a Nebraska limited liability company (“Redeveloper”).

RECITALS

A. The CDA is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City of Fremont (the “City”), in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively the “Act”), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper owns or has contracted to purchase the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. The proposed redevelopment project involves the construction of a new commercial center, parking lots, and ancillary improvements in a series of up to 6 phases.

F. A phased redevelopment project, including the phasing of the division of ad valorem taxes for the project, is permitted under Section 18-2147 of the Act,
which expressly authorizes the division of ad valorem taxes on portions of the real property in a redevelopment project for a period not to exceed 15 years. This Project will accordingly divide the ad valorem taxes on each phase of the real property in the redevelopment project in different years, each for a period not to exceed 15 years.

G. CDA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

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


B. “CDA” means the Community Development Agency of the City of Fremont, Nebraska.

C. “City” means the City of Fremont, Nebraska.
D. “Effective Date” has the meaning set forth in Section 3.01 of this Redevelopment Agreement.

E. “Eligible Project Costs” means only costs or expenses incurred by Redeveloper for Public Improvements that are eligible for reimbursement under the Act.

F. “Minimum Project Valuation” means an amount equal to Twelve Million and No/100 Dollars ($12,000,000.00). The allocation of the Minimum Project Valuation among each Phase of the Project is described on Exhibit “A-1” attached hereto and incorporated by this reference.

G. “Phase” means the construction of the Private Improvements and the Public Improvements on a portion of the Project Site, as more particularly described on Exhibit “A” attached hereto and incorporated by this reference. Each Phase of the Project shall have a separate Effective Date for the division of ad valorem taxes, as more particularly described herein.

H. “Private Improvements” means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit “A” attached and incorporated by this reference.

I. “Project” means the improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit “A”. The parties acknowledge and agree that the Project shall be completed in multiple Phases in successive years, as further described herein, and that all Phases shall collectively constitute the Redevelopment Project.
J. “Project Completion Date” has the meaning set forth in Section 4.01(a) of this Redevelopment Agreement.

K. “Project Site” means all that certain real property situated in the City, more particularly described on Exhibit “A”.

L. “Public Improvements” shall include all the public improvements more particularly described on Exhibit “A” which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

M. “Redeveloper” means Morningside Commercial, LLC, a Nebraska limited liability company or its assignee, which is subject to the written approval of the CDA.

N. “Redevelopment Agreement” means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.

O. “Redevelopment Area” means the Redevelopment Area that is referred to as the Morningside Road Redevelopment Area and that is legally described in the Redevelopment Plan.

P. “Redevelopment Plan” means the Redevelopment Plan prepared by the City and dated May of 2014, and approved by the City Council of the City on July 29, 2014 pursuant to Resolution No. 2014-138, as amended by that certain Amendment to the Morningside Road Redevelopment Plan incorporating the Morningside Crossing Redevelopment Project approved by the City Council of the City on May 14, 2019 pursuant to Resolution No. 2019-071.
Q. “TIF Indebtedness” means any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by TIF Revenues.

R. “TIF Revenues” or “Tax Increment” means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CDA pursuant to the Act.

Section 1.02 Construction and Interpretation.

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

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The word “including” shall be construed as meaning “including, but not limited to.”

(d) The words “will” and “shall” shall each be construed as mandatory.

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

REPRESENTATIONS

Section 2.01  Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing Community Development Agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blightened and substandard conditions in the Redevelopment Area.

Section 2.02  Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Agreement and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Agreement.

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

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

(d) Redeveloper owns or has contracted to purchase the Project Site, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Agreement by Redeveloper.

(e) Redeveloper shall not assign this Agreement to any successor or assignee prior to the issuance of a Certificate of Completion without the written approval of the CDA.

ARTICLE III

OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

(a) Subject to the contingencies described below and to all of the terms and conditions of this Agreement, commencing for the tax year of the Effective Date for each Phase of the Project and continuing thereafter, the CDA shall capture the Tax Increment, as defined below, from such Phase of the Project pursuant to the Nebraska Community Development Law. The CDA shall capture the Tax Increment generated by each Phase of the Project for a total period of not to exceed fifteen (15) years after the Private Improvements constructed as part of
each Phase have been completed and included in the assessed valuation of such Phase and such Phase is generating the Tax Increment subject to capture by the CDA (the “TIF Period”).

(b) The Private Improvements will be completed in up to six (6) Phases. In order to optimize the Tax Increment generated by the Project, each Phase may have a separate Effective Date for the division of ad valorem taxes. The Effective Date for each Phase shall be directly related to the construction and absorption of the Private Improvements. For each Phase, the Redeveloper shall notify the CDA in writing of the Effective Date for such Phase no later than July 1st in the calendar year of the Effective Date for said Phase; provided, however, that the Effective Date for the final Phase of the Project shall not be after January 1, 2025 without the approval of the CDA. The CDA shall file with the County Assessor the “Notice to Divide” on or prior to August 1st in the calendar year of the Effective Date for each Phase, which shall identify the legal description of the portion of the Project Site constituting the Phase, the Base Valuation Year for such Phase, and the year in which the tax division becomes effective (the calendar year of the Effective Date) for said Phase.

Section 3.02 Tax Increment.

The term Tax Increment shall mean, in accordance with Section 18-2147 of the Act, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Dodge County Board of Equalization) for that portion of the Project Site comprising a Phase for that year prior to the year in which the Effective Date falls, and the ad valorem tax which is produced by the tax levy for the portion of the Project Site comprising said Phase after completion of
construction of the Private Improvements as part of the Phase. For this Project, the anticipated Tax Increment is the difference between the projected taxes payable for the calendar year of the Effective Date of each Phase (after construction completion) and the taxes payable for the year prior to the calendar year of the Effective Date of each Phase (before commencement of construction).

The parties acknowledge and agree that ad valorem taxes in Nebraska are typically paid in arrears in the year following the year said taxes are due. Accordingly, the Tax Increment created in the fifteenth (15th) year of each Phase of the Project pursuant to Section 18-2147 of the Act and this Agreement may be paid in the sixteenth (16th) year according to customary practice in Nebraska. Said payment in arrears only affects the timing of tax payments, but does not in any way affect or limit the fifteenth (15th) year division of taxes.

Section 3.03 Issuance of TIF Indebtedness.

No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall be authorized to incur or issue TIF Indebtedness (the “TIF Notes”) at such times as the Redeveloper requests, in a series of not more than six (6) TIF Promissory Notes corresponding to one or more Phases of the Project, which in the aggregate shall not exceed Two Million Eighty Three Thousand and No/100 Dollars ($2,083,000.00), as calculated on the attached and incorporated Exhibit “B”, to be issued to the Redeveloper which shall entitle the holder of the TIF Promissory Note to receive the semi-annual incremental tax payments generated by the Project. The allocation of the TIF Indebtedness among each Phase of the Project is described on the attached and incorporated Exhibit “A-1”. Each TIF Promissory Note shall include an annual interest rate not to
exceed six and one-half percent (6.5%). The TIF Indebtedness, which shall be in the form of TIF Promissory Notes, the form of which is attached as Exhibit “B-1”, shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. The proceeds of the TIF Promissory Notes shall be in the form of a grant by the CDA to the Redeveloper.

If the Redeveloper intends to monetize the TIF Notes, it shall locate a lender or other entity to acquire and fund the acquisition of the TIF Notes for this TIF Indebtedness. Redeveloper may pledge or assign the TIF Note to such lender and the CDA shall consent to such pledge upon request. The TIF Notes issued to Redeveloper shall be secured by a pledge or assignment of the Tax Increment to be captured by the CDA. The Redeveloper acknowledges that, notwithstanding the pledge or assignment of the TIF Notes to Redeveloper’s lender, if the Project does not generate sufficient Tax Increment Revenues or the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Notes in full, then the CDA shall, in all events, only be required to pay the net amount received in Tax Increment Revenues from the Project as full payment of the TIF Notes.

Section 3.04 Use of TIF Indebtedness.

The CDA will collect and use the Tax Increment in the form of a grant to Redeveloper to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the aggregate amount of the TIF Notes that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified by Redeveloper pursuant to Section 4.02 and listed on Exhibit “C”. In addition, upon the funding of the TIF Indebtedness by Redeveloper, the CDA
shall retain an amount sufficient to pay: (a) its reasonable and necessary cost of issuance, including attorney fees; (b) its Administrative Fee of one percent (1%); and (c) the CDA’s right to designate a sum equal to five percent (5%) towards improvements in the Redevelopment Area, all as set forth on Exhibit “C”. The Tax Increment, less the CDA’s costs set forth above, shall be paid pursuant to the terms of any TIF Promissory Note and/or TIF resolution issued by the CDA relating to this Project.

Section 3.05 *Creation of Fund.*

The CDA will create a special fund to collect and hold the receipts of the Tax Increment for payment on the TIF Promissory Notes. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.03 above.

Section 3.06 *Projected TIF Sources and Uses.*

The TIF sources and eligible uses are attached on Exhibit “C” and incorporated by this reference. The Projected Uses of the TIF funds are eligible under the Act, and are estimates which shall be confirmed upon construction completion and be certified by the Redeveloper under Section 4.02 below.

**ARTICLE IV**

**OBLIGATIONS OF REDEVELOPER**

Section 4.01 *Construction of Project; Insurance.*

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit “A” and install all equipment necessary to operate the Public Improvements and the Private Improvements in up to six (6) Phases, and will complete the final Phase of the Project no later than December 31,
2025 (the “Project Completion Date”). Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after substantial completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall notify the CDA of the completion and request that the CDA issue a Certificate of Completion, the form of which is attached as Exhibit “D” and incorporated by this reference. At the Redeveloper’s request and upon receipt of notice from the Redeveloper of completion of one or more Phases, the CDA shall issue a Certificate of Completion with respect to said Phase(s). Once issued by the CDA, the Certificate of Completion shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements, and Redeveloper shall be entitled to record the Certificate of Completion.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors’ general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. The CDA shall be named as an additional insured. Any
contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include “special causes of loss” insurance for physical loss or damage.

**Section 4.02  Cost Certification.**

Redeveloper shall submit to the CDA a certification of Eligible Project Costs, after expenditure of such project costs to verify the uses described on Exhibit “C”. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA prior to the funding of such eligible costs. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper. Redeveloper shall be required to certify eligible costs up to the principal amount of each TIF Promissory Note issued by the CDA.

**Section 4.03  No Discrimination.**

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance
in connection with the Project. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

**Section 4.04 Pay Real Estate Taxes.**

(a) Redeveloper intends to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation set forth in Section 1.01(F) above, no later than as of January 1 of the calendar year following the Effective Date of the final Phase of the Project. Further, Redeveloper intends to create a taxable real property valuation of each Phase of not less than the Minimum Phase Valuation applicable to such Phase, as set forth on the attached and incorporated Exhibit “A-1”, no later than as of January 1 of the calendar year following the Effective Date of such Phase. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) upon completion of each Phase, not protest a real estate property valuation of said Phase to a sum less than or equal to the Minimum Phase Valuation designated for said Phase; (2) upon completion of the Project, not protest a real estate property valuation of the Project and Project Site to a sum less than or equal to the Minimum Project Valuation; and (3) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, upon completion of any Phase, such Phase is assessed at less than the Minimum Phase Valuation designated for said Phase or, upon completion of the Project, the Project Site is assessed at less than the Minimum Project Valuation, Redeveloper shall either: (1) successfully protest the valuation upwards such that the valuation is equal to or greater than the Minimum Phase Valuation
or the Minimum Project Valuation, as applicable; or (2) make a payment in lieu of taxes to the CDA upon thirty (30) days written notice in the amount of the shortfall equal to the amount the anticipated Tax Increment, as set forth on Exhibit “B”, exceeds the actual Tax Increment. Redeveloper understands and agrees that the anticipated Tax Increment is a projection based on assumed values and tax levy rates and that the actual Tax Increment may vary substantially from the anticipated Tax Increment, in which event the Redeveloper could be obligated to make a significant payment in lieu of taxes. Notwithstanding the foregoing, a failure by the Redeveloper to maintain the Minimum Phase Valuation or the Minimum Project Valuation shall not relieve the CDA of its obligation to make payments on the TIF Promissory Notes to the extent of the Tax Increment actually received by the CDA. The Redeveloper acknowledges and agrees that such TIF Promissory Notes do not constitute a general obligation of the CDA or the City, and are payable solely and only out of the Tax Increment actually generated by each Phase of the Project.

If Redeveloper is required to pay any such shortfall as a payment in lieu of taxes, the Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent TIF Revenues later become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt service payments. Any such shortfall amounts not reimbursed at the end of the TIF Period shall be forgiven.

Section 4.05 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site, any interest therein, or this Agreement prior to the issuance of a Certificate of Completion
without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CDA. Any assignment as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the Effective Date for Project costs or any subsequent physical improvements to the Project Site with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the Effective Date) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the Project Site provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

Following the issuance of a Certificate of Completion for the Project or any Phase thereof, Redeveloper is permitted to convey, assign or transfer that portion of the Project Site for which the Certificate of Completion is issued, and, at its option, to retain the TIF Promissory Note; provided, however, that Redeveloper’s successor or assignee shall take title to the Project Site subject to the terms of this Agreement and the Memorandum of Redevelopment Agreement attached hereto as Exhibit “E”. Redeveloper acknowledges and agrees that the TIF Promissory Note is payable solely and only out of the Tax Increment Revenue generated by the Project, and if the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Promissory Note in full, the CDA shall only pay the amount received in Tax
Increment Revenues from the Project as full payment of the TIF Promissory Note. Redeveloper further acknowledges and agrees that the CDA shall not be liable to Redeveloper for the CDA’s failure to enforce the terms and conditions of this Agreement against Redeveloper’s successor or assignee, including, but not limited to, the terms and conditions set forth in Section 4.04 and the CDA’s remedies set forth in Article VI.

**ARTICLE V**

**FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

**Section 5.01 Financing.**

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

**Section 5.02 Encumbrances.**

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within 90 days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and
released or substitute security is posted in lieu thereof within 90 days of Redeveloper receiving notice thereof.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of the CDA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CDA.

In the event that:
(a) Redeveloper, or successor in interest, shall fail to commence and subsequently complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 6.04 below);

(b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper’s lender);

(c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

(d) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper’s lender), then Redeveloper shall be in default of this Redevelopment Agreement; and in the event that such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be
difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Sections 3.03 and 3.04, less any reductions in the principal amount of the TIF Note, plus interest accrued (the “Liquidated Damages Amount”) which shall be paid by Redeveloper to the CDA within 30 days of demand by the CDA. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the anticipated Tax Increment exceeds the actual Tax Increment.

**Section 6.03 Remedies in the Event of Other Redeveloper Defaults.**

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within 30 days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Redevelopment Agreement.

**Section 6.04 Limitation of Liability; Indemnification.**

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, the City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or
monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City nor the CDA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA and the City from and agrees that the CDA and the City shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City.

(b) Redeveloper agrees to indemnify, defend (at the CDA’s and/or the City’s option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney’s fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper’s performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of
the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

**ARTICLE VII**

**MISCELLANEOUS**

**Section 7.01  Memorandum.**

A Memorandum of this Redevelopment Agreement in the form attached hereto as Exhibit “E” and incorporated by this reference shall be recorded with the Dodge County Register of Deeds for the Project.

**Section 7.02  Governing Law.**

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

**Section 7.03  Binding Effect; Amendment.**

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

**Section 7.04  No Agency or Partnership.**

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CDA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CDA and the City, on the one hand, and any officer, employee, contractor or representative of Redeveloper, on the other hand. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors
and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05  **Document Retention.**

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by the Redeveloper for three years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City’s retention requirements under the Act. Supporting documents shall include, but shall not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act, and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

IN WITNESS WHEREOF, the CDA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

[Signature and Notary Pages to Follow]
“CDA”

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

ATTEST:

By:__________________________  By: ________________________________
    Secretary                                          Chairman

STATE OF NEBRASKA  )
     } ss.
COUNTY OF DODGE  )

The foregoing instrument was acknowledged before me this ___ day of
_______, 2019, by ______________________ and ____________________, Chairman
and Secretary respectively of the Community Development Agency of the City of
Fremont, Nebraska, a public body corporate and politic, on behalf of the Agency.

___________________________________
    Notary Public
“REDEVELOPER”

MORNINGSIDE COMMERCIAL, LLC,
a Nebraska limited liability company

By: 
Name: 
Title: Manager

STATE OF __________ )
COUNTY OF __________ ) ss.

The foregoing instrument was acknowledged before me this ___ day of __________, 2019, by _________________, Manager of Morningside Commercial, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

Notary Public

TABLE OF EXHIBITS:
Exhibit “A” – Description of Project
Exhibit “B” – TIF Indebtedness
Exhibit “B-1” – TIF Note
Exhibit “C” – Projected TIF Sources and Uses
Exhibit “D” – Certificate of Completion
Exhibit “E” – Memorandum of Redevelopment Agreement
EXHIBIT “A”

DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, defined as 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,

shall consist of the following:

(a) **Private Improvements.** The private improvements to be constructed by the Redeveloper on the Project Site include a new commercial center, parking lots, and associated improvements, which will be completed in up to six (6) Phases.

(b) **Public Improvements.** Land acquisition, installation of public utilities, installation of streets and sidewalks (including street paving of Bud Boulevard), architectural and engineering fees, site preparation and grading, landscaping, building 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 Private Improvements and the Public Improvements shall be completed in up to six (6) Phases as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Site</th>
<th>Private Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>Lot 11, Morningside Crossing</td>
<td>Approx. 5,000 sq. ft. convenient store and fueling station</td>
</tr>
<tr>
<td>Phase 2</td>
<td>Lots 4, 8 and 9, Morningside Crossing</td>
<td>Approx. 5,000 sq. ft. commercial flex building and an approx. 11,000 sq. ft. retail strip center</td>
</tr>
<tr>
<td>Phase 3</td>
<td>Lot 10, Morningside Crossing</td>
<td>Approx. 15,000 sq. ft. self-storage facility</td>
</tr>
<tr>
<td>Phase 4</td>
<td>Lots 2 and 7, Morningside Crossing</td>
<td>Approx. 6,000 sq. ft. single-tenant retail building and an approx. 5,200 sq. ft. commercial flex building</td>
</tr>
<tr>
<td>Phase 5</td>
<td>Lot 5, Morningside Crossing</td>
<td>Approx. 5,000 sq. ft. commercial flex building</td>
</tr>
<tr>
<td>Phase 6</td>
<td>Lot 6, Morningside Crossing</td>
<td>Approx. 5,000 sq. ft. commercial flex</td>
</tr>
</tbody>
</table>

Exhibit “A”
All Phases of the Project shall collectively constitute one Redevelopment Project. Each Phase may have a separate Effective Date for the division of ad valorem taxes. Public Improvements constructed to serve the Private Improvements as part of any Phase shall constitute public improvements for the overall Project, and shall be reimbursable from the tax increment generated by any Phase.

The scope and sequence of the Phases of the Project are subject to adjustment based on market forces and demand. Specifically, the Redeveloper shall be permitted to adjust the following: (i) the size of the Private Improvements constructed as a part of any Phase up to twenty (20%) of the square footage of such Private Improvements, (ii) the use of any of the Private Improvements constructed, provided that the use complies with the City’s zoning regulations; (iii) the amount of the TIF indebtedness issued with respect to any Phase, provided that the TIF indebtedness issued for all Phases shall not in the aggregate exceed Two Million Eighty Three Thousand and No/100 Dollars ($2,083,000.00); and (iv) the sequence of the Phases. The CDA and Redeveloper acknowledge and agree that the foregoing adjustments shall constitute immaterial modifications to the Redevelopment Project, which shall not require amendment to the Redevelopment Plan nor to this Redevelopment Agreement.

Any material adjustment to the Private Improvements constructed as a part of any Phase shall be subject to approval of the CDA. In the event that the CDA approves such a modification to the Redevelopment Plan, the Redeveloper and the CDA shall enter into an Amendment to this Redevelopment Agreement identifying the adjustments to the Private Improvements to be constructed as part of each Phase.
EXHIBIT “A-1”

ALLOCATION OF TIF INDEBTEDNESS
AND MINIMUM PHASE VALUATION

The Project will be completed in up to six (6) Phases. The principal amount of the TIF Indebtedness that the CDA is authorized to issue for each Phase of the Project, as well as the Minimum Phase Valuation required to support the TIF Indebtedness issued for such Phase, are as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>TIF Indebtedness Authorized</th>
<th>Minimum Phase Valuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>$467,000</td>
<td>$2,690,000</td>
</tr>
<tr>
<td>Phase 2</td>
<td>$607,000</td>
<td>$3,495,000</td>
</tr>
<tr>
<td>Phase 3</td>
<td>$350,000</td>
<td>$2,020,000</td>
</tr>
<tr>
<td>Phase 4</td>
<td>$341,000</td>
<td>$1,965,000</td>
</tr>
<tr>
<td>Phase 5</td>
<td>$159,000</td>
<td>$915,000</td>
</tr>
<tr>
<td>Phase 6</td>
<td>$159,000</td>
<td>$915,000</td>
</tr>
<tr>
<td>Total:</td>
<td>$2,083,000</td>
<td>$12,000,000</td>
</tr>
</tbody>
</table>
EXHIBIT “B”

TIF INDEBTEDNESS

1. Assumed Base Project Valuation: $126,000
2. Required Assessed Value at Project Completion: $12,000,000
3. Assumed Tax Levy: 2.041365%
4. Anticipated Tax Increment: $242,400
5. TIF Indebtedness:

   a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be the amount, together with interest accruing thereon at an annual rate not to exceed six and one-half percent (6.5%), which can be amortized by the end of the fifteen (15) year tax increment period of each Phase, solely from the Anticipated Tax Increment available, which Anticipated Tax Increment shall be allocated between Phases of the Project as set forth in Exhibit “A-1”, subject to required debt service coverage, final approved interest rate, required reserve, and cost of issuance. The principal amount of the TIF Indebtedness for all Phases of the Project shall not exceed Two Million Eighty Three Thousand and No/100 Dollars ($2,083,000.00), without the consent of the CDA.

   b. **Payments.** Payments shall be made semi-annually with interest only until real estate taxes are fully collected for the tax year of the Effective Date of each Phase sufficient to fully amortize the TIF Indebtedness on or before the final payment of taxes in the fifteenth (15th) year of the tax increment period for such Phase.

   c. **Anticipated Maturity Date.** The maturity date shall be December 31 of the year that is fifteen (15) years after the Effective Date for each Phase of the Project.

   d. **TIF Period.** The tax increment financing period for each Phase of the Project will be fifteen (15) years, commencing on the Effective Date of each Phase of the Project.

   e. **Phasing.** The Required Assessed Value at Project Completion set forth above represents the estimated aggregate value of all Phases of the Project and the entirety of the Project Site upon completion of all of the Private Improvements. The CDA has authority to issue up to six (6) TIF Promissory Notes corresponding to one or more Phases of the Project, at such times as requested by the Redeveloper and in such amounts as set forth on Exhibit “A-1.”
THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

No. 1

$_________________

UNITED STATES OF AMERICA
STATE OF NEBRASKA
THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF FREMONT

COMMUNITY REDEVELOPMENT REVENUE NOTE
(MORNINGSIDE CROSSING REDEVELOPMENT PROJECT)
SERIES _______

<table>
<thead>
<tr>
<th>Maturity Date</th>
<th>Original Issuance Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 20___</td>
<td>___________<em><strong>, 20</strong></em></td>
</tr>
</tbody>
</table>

Registered Holder

Principal Amount

Morningside Commercial, LLC

$____________

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above, the Principal Amount identified above, and Principal Amount identified above. Accrued interest for _____ (if any) shall be made in the form of interest only payments in ___ (___) installments annually due June 15, 20___ and December 15, 20___. Thereafter principal and interest shall be payable in _____ (___) equal semi-annual installments due June 15, 20___, December 15, 20___, and each June 15 and December 15 thereafter through December 15, 20___. The 20___ tax liability shall be divided when the 20___ tax payments are made in 20___. Payments on this Note will be made by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal of this

Exhibit “B-1”
Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Development Agency of the City of Fremont, Nebraska Redevelopment Revenue Note (Morningside Crossing Redevelopment Project), Series _______, aggregating ______________ and 00/100 Dollars ($_______.00) (the “Note”) in principal amount which has been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the “Act”) and under and pursuant to a Resolution adopted by the Governing Body of the Issuer (the “Resolution”), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the Project as identified in the Redevelopment Agreement by and between the Issuer and the Registered Holder hereof. All such revenue has been duly pledged for that purpose. If the Project does not generate sufficient Tax Increment Revenues or the Issuer does not receive sufficient Tax Increment Revenues to pay the Note in full, then the Issuer shall only pay the net amount received in Tax Increment Revenues from the Project as full payment of this Note.

THIS NOTE DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible “redevelopment project” as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and

Exhibit “B-1”
carry out the purposes of the Act by, among other things, contributing to the
development of a blighted and substandard area of the City of Fremont, Nebraska,
pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions
and things required to be done precedent to and in the issuance of this Note have
been properly done, have happened and have been performed in regular and due
time, form and manner as required by law; and, that this Note does not constitute
a debt of the Issuer within the meaning of any constitutional or statutory
limitations.

This Note is transferable only upon the books of the Issuer kept for that
purpose at the office of the Registrar by the Registered Holder hereof in person, or
by his duly authorized attorney, upon surrender of this Note together with a
written instrument of transfer satisfactory to the Registrar duly executed by the
Registered Holder or his duly authorized attorney, together with a purchase letter,
and thereupon a new registered Note or Notes in the same aggregate principal
amounts shall be issued to the transferee in exchange therefor, and upon payment
of the charges therein prescribed. The Issuer and the Paying Agent may deem and
treat the person in whose name this Note is registered as the absolute owner
hereof for the purpose of receiving payment of, or on account of, the principal
hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is issuable in the form of a registered Note without coupons.
Subject to such conditions and upon the payment of such charges provided in the
Resolution, the owner of any registered Note or Notes may surrender the same
(together with a written instrument of transfer satisfactory to the Registrar duly
executed by the registered owner or his duly authorized attorney), in exchange for
an equal aggregate principal amount of registered Notes of any other authorized
denominations.

The Note is prepayable at any time in whole or in part, at a prepayment
price of par, to the extent there are any funds in the debt service fund in excess of
amounts necessary to pay scheduled debt service or in the event the Redeveloper
directs the Issuer that it wishes to prepay the Note.

Prepayments shall reduce the number, but not the amount, of scheduled
debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required
by law and the Redevelopment Agreement to exist, to have happened and to have
been performed precedent to and in the issuance of this Note, exist, have
happened and have been performed and that the issue of this Note, together with
all other indebtedness of the Issuer, is within every debt and other limit prescribed
by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit under the Redevelopment
Agreement referred to herein or be valid or become obligatory for any purpose until

Exhibit “B-1”
this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

ATTEST:

___________________________   By: _______________________________
Secretary                          Chairman

CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the within-mentioned Resolution.

Fremont City Treasurer,
as Paying Agent and Registrar

By: _______________________________
Authorized Signature
EXHIBIT “C”

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

Assumptions: Dodge Co. Tax Levy (2015) 2.041365
TIF period (years) 14

<table>
<thead>
<tr>
<th>Property Value Assumptions:</th>
<th>Assessed Value</th>
<th>Estimated Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Project</td>
<td>$126,000</td>
<td>$2,600</td>
</tr>
<tr>
<td>Completed Project</td>
<td>$12,000,000</td>
<td>$245,000</td>
</tr>
<tr>
<td>Difference</td>
<td>$11,874,000</td>
<td>$242,400</td>
</tr>
</tbody>
</table>

TIF Calculations:

Annual TIF Amount $242,400
TIF Loan Amount $2,083,000

2. PROJECTED TIF USES¹

A. Admin. Fee – 1%
B. Cost of Issuance
C. City Improvements – 5%
D. Site Acquisition
E. Site Preparation
F. Utilities
G. Architectural & Engineering Fees
H. Streets & Sidewalks (Including Bud Boulevard)
I. Building Enhancements

Eligible TIF Uses are projected to be in excess of $2,083,000, but the TIF Revenue Projection is limited to $2,083,000 which is the sum generated by the projected incremental revenues based on the projected valuation of the redevelopment project upon completion of all Phases. For purposes of the Cost Certification required by Section 4.02, Redeveloper shall be required to certify costs up to the amount of each TIF Promissory Note issued by the CDA.

¹ All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

Exhibit “C”
EXHIBIT “D”

CERTIFICATE OF COMPLETION

The Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska (the “CDA”), hereby makes the conclusive determination and certification that, with regard to the following real property situated in the City of Fremont, Dodge County, Nebraska, to wit:

Lot _____________, Morningside Crossing, as surveyed, platted and recorded in the City of Fremont, Dodge County, Nebraska, (“Redeveloper Property”), all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement (Morningside Crossing Redevelopment Project) by and between the Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska, and Morningside Commercial, LLC, a Nebraska limited liability company, and its successors and assigns (“Redeveloper”), said Agreement dated as of _______________, 2019 and a Memorandum of which is recorded as Instrument No.____________________, in the office of the Register of Deeds for Dodge County, Nebraska.

The CDA further makes the conclusive determination that the Private Improvements (as defined in the Agreement) to the above-described Redeveloper Property are presently in conformance with the Agreement.

IN WITNESS WHEREOF, the CDA and Redeveloper have executed this instrument this _____ day of ____________________, 201__.
“CDA”

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_________________________, Chairperson

STATE OF NEBRASKA  )
 ) ss.
COUNTY OF DODGE  )

The foregoing instrument was acknowledged before me this ___ day of
______________, 201__, by ____________, Chairperson of the Community
Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

________________________________________
Notary Public
“REDEVELOPER”

MORNINGSIDE COMMERCIAL, LLC,
a Nebraska limited liability company

By: ________________________________
Name: ______________________________
Title: Manager ______________________

STATE OF __________ )
) ss.
COUNTY OF __________ )

The foregoing instrument was acknowledged before me this ___ day of
________, 20__, by ________________, Manager of Morningside Commercial, LLC,
a Nebraska limited liability company, on behalf of the limited liability company.

______________________________
Notary Public
MEMORANDUM OF REDEVELOPMENT AGREEMENT (MORNINGSIDE CROSSING REDEVELOPMENT PROJECT)

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ___ day of ________, 2019 by and between the Community Development Agency of the City of Fremont, Nebraska (“CDA”) and Morningside Commercial, LLC, a Nebraska limited liability company (“Redeveloper”).

1. **Redevelopment Agreement.** CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the CDA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and 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.

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15)
years after the Effective Date of each Phase, as defined in the Redevelopment Agreement. The Tax Increment so captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in Fremont, Nebraska.

   [SIGNATURE PAGES TO FOLLOW]
“CDA”

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_______________________, Chairperson

STATE OF NEBRASKA  )
 ) ss.
COUNTY OF DODGE  )

The foregoing instrument was acknowledged before me this ___ day of ____________, 2019, by ____________, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

______________________________
Notary Public
“REDEVELOPER”

MORNINGSIDE COMMERCIAL, LLC,
a Nebraska limited liability company

By: ________________________________
Name: ________________________________
Title: Manager ________________________________

STATE OF ____________ )
COUNTY OF __________ ) ss.

The foregoing instrument was acknowledged before me this ___ day of __________, 2019, by _________________, Manager of Morningside Commercial, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

______________________________
Notary Public
CITY COUNCIL OF THE CITY OF FREMONT,
NEBRASKA

RESOLUTION NO. 2019-092
( Redevelopment Agreement for the Morningside Commercial, LLC Redevelopment Project)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA APPROVING THE REDEVELOPMENT AGREEMENT FOR THE MORNINGSIDE COMMERCIAL, LLC. REDEVELOPMENT PROJECT AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING INDEBTEDNESS.

WHEREAS, the Community Development Agency of the City of Fremont, Nebraska (the “CDA”) via Resolution No. 2014-138, dated July 29, 2104, approved and adopted a Redevelopment Plan and an Amendment to the Redevelopment Plan on May 14, 2019 via Resolution 2019-001, including the Cost-Benefit Analysis (the “Redevelopment Plan”) for the Morningside Road Redevelopment Area in the City of Fremont, Nebraska for a project identified as the Morningside Commercial, LLC. Redevelopment Project (the “Project”) pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the “Act”);

WHEREAS, a copy of the Redevelopment Agreement by and between the CDA and Morningside Commercial, LLC, a Nebraska limited liability company, that will implement and govern the Project (the “Redevelopment Agreement”) is attached as Attachment “A” and incorporated herein by this reference;

WHEREAS, on February 27, 2018, a meeting of the Mayor and City Council was held at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved;

WHEREAS, the Redevelopment Plan and the Redevelopment Agreement 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 and its objectives are being accomplished in the Redevelopment Agreement for the Project;

WHEREAS, the Project as described in the Redevelopment Agreement would not be economically feasible as designed without the use of tax increment financing; and the Project as designed would not occur in the North Broad Street Redevelopment Area without the use of tax increment financing; and the Project is in the long-term best interests of the community;
WHEREAS, the Mayor and City Council have reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the general plan for development of the City of Fremont, and in the best interests of the City of Fremont; and

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Mayor and City Council desires to approve the Redevelopment Agreement and to approve TIF Indebtedness in an amount not to exceed Two Million Eighty Three Thousand and No/100 Dollars ($2,083,000.00) in the form of the TIF Note attached to the Redevelopment Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Fremont, Nebraska does hereby approve and adopt the Redevelopment Agreement in substantially the form attached hereto as Attachment “A”;

BE IT FURTHER RESOLVED, that the Mayor and City Council of the City of Fremont hereby authorizes its legal counsel to finalize the terms and conditions of the Redevelopment Agreement on behalf of the Mayor and City Council, and that any and all actions previously taken by its legal counsel to fulfill this resolution are hereby ratified and approved, except that the amount of the TIF Indebtedness and the use of the TIF proceeds shall not be modified without the consent and approval of the Mayor and City Council;

BE IT FURTHER RESOLVED, that the Mayor and City Council of the City of Fremont is hereby authorized, following the lapse of thirty (30) days after the approval of the Redevelopment Agreement, issue indebtedness in an amount not to exceed Two Million Eighty Three Thousand and No/100 Dollars ($2,083,000.00) in the form of the TIF Note attached to the Redevelopment Agreement, with such TIF Indebtedness to be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the Mayor and City Council nor the City of Fremont; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes its Mayor to execute and deliver the Redevelopment Agreement and to take all such other actions contemplated and required by the Redevelopment Agreement and to fulfill the resolutions set forth above.

DATED THIS 28th DAY OF MAY 2019.

THE CITY OF FREMONT, NEBRASKA

By: ____________________________
Scott Getzschman, Mayor

ATTEST: __________________________
Tyler Ficken, City Clerk
ATTACHMENT “A”

Redevelopment Agreement

[See Attached]
Recommendation: Approve the Redevelopment Agreement for the WCBS Redevelopment Project.

Background: This matter involves the approval of a Redevelopment Agreement proposed for execution by the Community Development Agency of the City of Fremont ("CDA") and WCBS, LLC ("WCBS").

A. Project. The project involves the construction of a 70,000 square foot warehouse in the Morningside Road Redevelopment Area. This facility will enable the Redeveloper to expand its operations and add employment in the City of Fremont.

B. Tax Increment Financing. The Redevelopment Agreement involves the use of tax increment financing to pay for those eligible expenditures under the Nebraska Community Development Law. It is projected that the new facility, based upon comparable properties, will have an estimated assessed valuation of nearly Two Million and No/100 Dollars ($2,000,000.00). The incremental taxes from such development can be captured by the CDA for a period not to exceed fifteen (15) years. The Redevelopment Agreement authorizes the CDA to issue a Tax Increment Financing Note in the amount of Three Hundred Sixty Thousand and No/100 Dollars ($360,000.00) which will be repaid, together with five and one-half percent (5.5%) interest, by the incremental taxes from the project. The Note is not the general obligation of the CDA nor the City of Fremont, Nebraska. The Redeveloper is responsible for any shortfalls. The tax increment financing is intended to reimburse the Redeveloper for those eligible expenditures which, according to the Redevelopment Agreement, include site acquisition cost, site preparation cost, utility cost, design expenses and landscaping.

C. Approval. The Redevelopment Agreement is consistent with the Redevelopment Plan adopted by the City Council of the City of Fremont on July 29, 2014, pursuant to Resolution No. 2014-138, and the Amendment to Plan approved on May 14, 2019, pursuant to Resolution No. 2018-072 and also adopted by the CDA pursuant to its Resolution No. 2019-002 on the same date.

Fiscal Impact: None
REDEVELOPMENT AGREEMENT
(WCBS REDEVELOPMENT PROJECT)

This Redevelopment Agreement is made and entered into as of the ____ day of May, 2019, by and between the Community Development Agency of the City of Fremont, Nebraska (“CDA”) and WCBS, LLC, a Nebraska limited liability company (“Redeveloper”).

RECITALS

A. The CDA is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City of Fremont (the “City”), in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively the “Act”), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper owns or has contracted to purchase the Project Site which is located in the Redevelopment Area.

D. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

E. The redevelopment project involves acquisition of the Project Site and the construction of a new approximately 70,000 square foot warehouse with an office, parking lot and associated improvements (the “Project”).
F. The CDA has approved the redevelopment project, including the utilization of tax-increment financing to assist in the cost of the eligible public improvements defined in this Redevelopment Agreement.

G. CDA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

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


B. “CDA” means the Community Development Agency of the City of Fremont, Nebraska.

C. “City” means the City of Fremont, Nebraska.

E. “Eligible Project Costs” means only costs or expenses incurred by Redeveloper for Public Improvements that are eligible for reimbursement under the Act.

F. “Minimum Project Valuation” means an amount equal to One Million Nine Hundred Ninety Five Thousand and No/100 Dollars ($1,995,000.00).

G. “Private Improvements” means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit “A” attached and incorporated by this reference.

H. “Project” means the improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit “A”.

I. “Project Completion Date” means on or before December 31, 2020.

J. “Project Site” means all that certain real property situated in the City, more particularly described on Exhibit “A”.

K. “Public Improvements” shall include all the public improvements more particularly described on Exhibit “A” which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

L. “Redeveloper” means WCBS, LLC, a Nebraska limited liability company or its assignee, which is subject to the written approval of the CDA.

M. “Redevelopment Agreement” means this Redevelopment Agreement between the CDA and Redeveloper with respect to the Project.
N. “Redevelopment Area” means the Redevelopment Area that is referred to as the Morningside Road Redevelopment Area and that is legally described in the Redevelopment Plan.

O. “Redevelopment Plan” means the Redevelopment Plan prepared by the City and dated May of 2014, and approved by the City Council of the City on July 29, 2014 pursuant to Resolution No. 2014-138, as amended by that certain Redevelopment Plan Amendment approved by the City Council of the City on May 14, 2019 pursuant to Resolution No. 2019-072.

P. “TIF Indebtedness” means any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by TIF Revenues.

Q. “TIF Revenues” or “Tax Increment” means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CDA pursuant to the Act.

Section 1.02 Construction and Interpretation.

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

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.
(c) The word “including” shall be construed as meaning “including, but not limited to.”

(d) The words “will” and “shall” shall each be construed as mandatory.

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

ARTICLE II

REPRESENTATIONS

Section 2.01  Representations by the CDA.

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing Community Development Agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

Section 2.02  Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Agreement and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Agreement.
(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

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

(d) Redeveloper owns or has contracted to purchase the Project Site, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Agreement by Redeveloper.

(e) Redeveloper shall not assign this Agreement to any successor or assignee prior to the issuance of a Certificate of Completion without the written approval of the CDA.

ARTICLE III

OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Agreement, commencing for the tax year of the Effective Date of
the Project and continuing thereafter, the CDA shall capture the Tax Increment, as defined below, from the Project pursuant to the Nebraska Community Development Law. The CDA shall capture the Tax Increment generated by the Project Site for a total period of not to exceed fifteen (15) years after the Effective Date once the Private Improvements have been completed and included in the assessed valuation of the Project Site and the Project Site is generating the Tax Increment subject to capture by the CDA (the “TIF Period”). The effective date of this provision shall be the Effective Date of January 1, 2020, thus creating the “Redevelopment Project Valuation” or base value as of January 1, 2019. The CDA shall file with the County Assessor the “Notice to Divide Taxes” on or prior to August 1, 2020.

**Section 3.02 Tax Increment.**

The term Tax Increment shall mean, in accordance with Section 18-2147 of the Act, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the Dodge County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements for that year prior to the year in which the Effective Date falls, and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project. For this Project, the anticipated Tax Increment is the difference between the projected taxes payable for 2020 and subsequent years through the taxes levied for tax year 2034 (after construction completion) and the taxes payable for 2019 (before commencement of construction) as more particularly set forth on Exhibit “B”.

**Section 3.03 Issuance of TIF Indebtedness.**
No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall incur or issue TIF Indebtedness (the “TIF Note”) in the estimated amount of Three Hundred Sixty Thousand and No/100 Dollars ($360,000.00), as calculated on the attached and incorporated Exhibit “B”, including an annual interest rate of five and one-half percent (5.5%), to be issued to the Redeveloper which shall entitle the holder of the TIF Note to receive the semi-annual incremental tax payments generated by the Project for the taxes levied for the years 2020 through 2034. The TIF Indebtedness, which shall be in the form of a TIF Promissory Note, attached as Exhibit “B-1”, shall not be a general obligation of the CDA or City which shall issue such Note solely as a conduit. The proceeds of the TIF Note shall be in the form of a grant by the CDA to the Redeveloper.

If the Redeveloper intends to monetize the TIF Note, it shall locate a lender or other entity to acquire and fund the acquisition of the TIF Note for this TIF Indebtedness. Redeveloper may pledge or assign the TIF Note to such lender and the CDA shall consent to such pledge upon request. The TIF Note issued to Redeveloper shall be secured by a pledge or assignment of the Tax Increment to be captured by the CDA. The Redeveloper acknowledges that, notwithstanding the pledge or assignment of the TIF Note to Redeveloper’s lender, if the Project does not generate sufficient Tax Increment Revenues or the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Note in full, then the CDA shall, in all events, only be required to pay the net amount received in Tax Increment Revenues from the Project as full payment of the TIF Note.

**Section 3.04 Use of TIF Indebtedness.**

The CDA will collect and use the Tax Increment in the form of a grant to
Redeveloper to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Note that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified by Redeveloper pursuant to Section 4.02 and listed on Exhibit “C”. In addition, upon the funding of the TIF Indebtedness by Redeveloper, the CDA shall retain an amount sufficient to pay: (a) its reasonable and necessary cost of issuance, including attorney fees; (b) its Administrative Fee of one percent (1%); and (c) the CDA’s right to designate a sum equal to five percent (5%) towards improvements in the Redevelopment Area, all as set forth on Exhibit “C”. The Tax Increment, less the CDA’s costs set forth above, shall be paid pursuant to the terms of any TIF Promissory Note and/or TIF resolution issued by the CDA relating to this Project.

Section 3.05 Creation of Fund.

The CDA will create a special fund to collect and hold the receipts of the Tax Increment for payment on the TIF Note. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.03 above.

Section 3.06 Projected TIF Sources and Uses.

The TIF Indebtedness calculation formula set forth on Exhibit “B”, reflects the generation of incremental taxes created by the Project anticipated to be in the amount of approximately Thirty Seven Thousand and No/100 Dollars ($37,000.00) for the first year after the completion of construction. The TIF sources and eligible uses are attached on Exhibit “C” and incorporated by this
reference. The Projected Uses of the TIF funds are eligible under the Act, and are estimates which shall be confirmed upon construction completion and be certified by the Redeveloper under Section 4.02 below.

**ARTICLE IV**

**OBLIGATIONS OF REDEVELOPER**

**Section 4.01 Construction of Project; Insurance.**

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit “A” and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after substantial completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall notify the CDA of the completion and request that the CDA issue a Certificate of Completion, the form of which is attached as Exhibit “D” and incorporated by this reference. Once issued by the CDA, the Certificate of Completion shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements, and Redeveloper shall be entitled to record the Certificate of Completion.
(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors’ general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act or same alternate form of security. The CDA shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include “special causes of loss” insurance for physical loss or damage.

Section 4.02 Cost Certification.

Redeveloper shall submit to the CDA a certification of Eligible Project Costs, after expenditure of such project costs to verify the uses described on Exhibit “C”. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA prior to the funding of such eligible costs. Determinations by the CDA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper. Redeveloper shall be required to
certify eligible costs up to the principal amount of the TIF Note of Three Hundred Sixty Thousand and No/100 Dollars ($360,000.00).

Section 4.03   No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.04   Pay Real Estate Taxes.

(a) Redeveloper intends to create a taxable real property valuation of the Project and Project Site of not less than the Minimum Project Valuation set forth in Section 1.01(F) above, no later than as of the Project Completion Date. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project and Project Site to a sum less than or equal to the Minimum Project Valuation; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If, during the period of this Agreement, the Project Site is assessed at less than the Minimum Project Valuation, Redeveloper shall either: (1) successfully protest the valuation of the Project Site upwards such that the valuation is equal to or greater than the Minimum Project Valuation; or (2) make a payment in lieu of taxes to the CDA upon thirty (30) days written notice in the amount of the shortfall equal to the amount the anticipated Tax Increment, as set forth on Exhibit “B”,
exceeds the actual Tax Increment. Redeveloper understands and agrees that the anticipated Tax Increment is a projection based on assumed values and tax levy rates and that the actual Tax Increment may vary substantially from the anticipated Tax Increment, in which event the Redeveloper could be obligated to make a significant payment in lieu of taxes.

If Redeveloper is required to pay any such shortfall as a payment in lieu of taxes, the Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent TIF Revenues later become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt service payments. Any such shortfall amounts not reimbursed at the end of the TIF Period shall be forgiven.

Section 4.05 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site, any interest therein, or this Agreement prior to the issuance of a Certificate of Completion without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CDA. Any assignment as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the Effective Date for Project costs or any subsequent physical improvements to the Project Site with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the Effective Date) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or (ii) any additional or subsequent conveyance as security for
indebtedness incurred by Redeveloper for Project costs or any subsequent physical
improvements to the Project Site provided that any such conveyance shall be subject
to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

Following the issuance of a Certificate of Completion for the Project, Redeveloper is permitted to convey, assign or transfer the Project Site and, at its option, to retain the TIF Promissory Note; provided, however, that Redeveloper’s successor or assignee shall take title to the Project Site subject to the terms of this Agreement and the Memorandum of Redevelopment Agreement attached hereto as Exhibit “E”. Redeveloper acknowledges and agrees that the TIF Promissory Note is payable solely and only out of the Tax Increment Revenue generated by the Project, and if the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Promissory Note in full, the CDA shall only pay the amount received in Tax Increment Revenues from the Project as full payment of the TIF Promissory Note. Redeveloper further acknowledges and agrees that the CDA shall not be liable to Redeveloper for the CDA’s failure to enforce the terms and conditions of this Agreement against Redeveloper’s successor or assignee, including, but not limited to, the terms and conditions set forth in Section 4.04 and the CDA’s remedies set forth in Article VI.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements
and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within 90 days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within 90 days of Redeveloper receiving notice thereof.

ARTICLE VI
DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of the CDA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be
cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

**Section 6.02  Additional Remedies of the CDA.**

In the event that:

(a) Redeveloper, or successor in interest, shall fail to commence and subsequently complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 6.04 below);

(b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper’s lender);

(c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the
term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

(d) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper’s lender), then Redeveloper shall be in default of this Redevelopment Agreement; and in the event that such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Sections 3.03 and 3.04, less any reductions in the principal amount of the TIF Note, plus interest accrued (the “Liquidated Damages Amount”) which shall be paid by Redeveloper to the CDA within 30 days of demand by the CDA. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the anticipated Tax Increment exceeds the actual Tax Increment.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02), and such failure has not been cured within 30 days following written notice from the CDA, then Redeveloper shall be in default. In such an instance, the CDA
may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Redevelopment Agreement.

**Section 6.04 Limitation of Liability; Indemnification.**

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CDA, the City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City nor the CDA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA and the City from and agrees that the CDA and the City shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the sole negligence or willful misconduct of the CDA or the City.

(b) Redeveloper agrees to indemnify, defend (at the CDA’s and/or the City’s option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable
attorney’s fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Memorandum.

A Memorandum of this Redevelopment Agreement in the form attached hereto as Exhibit “E” and incorporated by this reference shall be recorded with the Dodge County Register of Deeds for the Project.

Section 7.02 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.03 Binding Effect; Amendment.

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

Section 7.04 No Agency or Partnership.
This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CDA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CDA and the City, on the one hand, and any officer, employee, contractor or representative of Redeveloper, on the other hand. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

Redeveloper shall retain copies of all supporting documents that are associated with the Redevelopment Plan, Project, or this Redevelopment Agreement and that are received or generated by the Redeveloper for three years following the end of the last fiscal year in which ad valorem taxes are divided for the Project and provide such copies to the City as needed to comply with the City’s retention requirements under the Act. Supporting documents shall include, but shall not be limited to, any cost-benefit analysis conducted pursuant to Section 18-2113 of the Act, and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

[Signature and Notary Pages to Follow]
IN WITNESS WHEREOF, the CDA and Redeveloper have signed this
Redevelopment Agreement as of the date and year first above written.

“CDA”
COMMUNIT Y DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

ATTEST:

By: _____________________________  By: _____________________________
   Secretary                        Chairman

STATE OF NEBRASKA  )
      ) ss.
COUNTY OF DODGE    )

The foregoing instrument was acknowledged before me this ___ day of
________, 2019, by _____________________ and _____________________, Chairman
and Secretary respectively of the Community Development Agency of the City of
Fremont, Nebraska, a public body corporate and politic, on behalf of the Agency.

__________________________________
Notary Public
By: ________________________________
Name: ________________________________
Title: Manager ________________________________

STATE OF NEBRASKA )
COUNTY OF DODGE ) ss.

The foregoing instrument was acknowledged before me this ___ day of
_________, 2019, by _________________, Manager of WCBS, LLC, a Nebraska limited
liability company, on behalf of the limited liability company.

____________________________________
Notary Public

TABLE OF EXHIBITS:

Exhibit “A” – Description of Project
Exhibit “B” – TIF Indebtedness
Exhibit “B-1” – TIF Note
Exhibit “C” – Projected TIF Sources and Uses
Exhibit “D” – Certificate of Completion
Exhibit “E” – Memorandum of Redevelopment Agreement
EXHIBIT “A”

DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, defined as 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.

shall consist of the following:

(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, site preparation and grading, and other eligible public expenditures under the Act; paid for, in part, by the tax increment generated by the private improvements.
EXHIBIT “B”

TIF INDEBTEDNESS

1. **Principal Amount.** The principal amount of the TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment Revenues based upon the current aggregate ad valorem tax rate applicable to the Project Site multiplied by an assumed valuation of $1,995,000.00 less the base valuation, subject to required debt service coverage, required reserve, and cost of issuance.

2. **Anticipated Tax Increment:** Approximately $37,000.00 annually.

3. **Payments.** Semi-annually with interest only until real estate taxes are fully collected for the tax year of the Effective Date in an amount sufficient to fully amortize the TIF Indebtedness on or before the Maturity Date.

4. **Maturity Date.** On or before December 31, 2034.

5. **Notice to Divide Taxes.** The CDA shall file the “Notice to Divide Taxes” with the Dodge County Assessor prior to August 1, 2020.
EXHIBIT “B-1”

TIF NOTE
(See Attached)
THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered
No. 1
Registered

UNITED STATES OF AMERICA
STATE OF NEBRASKA
THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF FREMONT

COMMUNITY REDEVELOPMENT REVENUE NOTE
(WCBS REDEVELOPMENT PROJECT)
SERIES 2019

<table>
<thead>
<tr>
<th>Maturity Date</th>
<th>Interest Rate</th>
<th>Original Issuance Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31, 2034</td>
<td>5.5%</td>
<td>_______<em><strong>, 20</strong></em></td>
</tr>
</tbody>
</table>

Registered Holder  Principal Amount
WCBS, LLC          $360,000.00

THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above together with five and one-half percent (5.5%) interest at the office of the Fremont City Treasurer, as Paying Agent and Registrar, from the Original Issuance Date identified above. Accrued interest for 2020 shall be made in the form of Interest only payments in two (2) installments annually due July 15, 2020 and December 15, 2020. Thereafter principal shall be payable in twenty eight (28) equal semi-annual installments due July 15, 2021, December 15, 2021, and each June 15 and December 15 thereafter through December 15, 2034. The 2034 tax liability levied for 2034 shall be divided when the 2034 tax payments are made in 2035. Payments on this Note will be made by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal of this Note is payable in any coin or currency of the United States of
America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Development Agency of the City of Fremont, Nebraska Redevelopment Revenue Note (WCBS Redevelopment Project), Series 2019, aggregating Three Hundred Sixty Thousand and 00/100 Dollars ($360,000.00) (the “Note”) in principal amount which has been issued pursuant to Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended and supplemented (the “Act”) and under and pursuant to a Resolution adopted by the Governing Body of the Issuer (the “Resolution”), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment Revenues generated by the Project as identified in the Redevelopment Agreement by and between the Issuer and the Registered Holder hereof. All such revenue has been duly pledged for that purpose. If the Project does not generate sufficient Tax Increment Revenues or the Issuer does not receive sufficient Tax Increment Revenues to pay the Note in full, then the Issuer shall only pay the net amount received in Tax Increment Revenues from the Project as full payment of this Note.

THIS NOTE DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible “redevelopment project” as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Fremont, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly
This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a purchase letter, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is issuable in the form of a registered Note without coupons. Subject to such conditions and upon the payment of such charges provided in the Resolution, the owner of any registered Note or Notes may surrender the same (together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of registered Notes of any other authorized denominations.

The Note is prepayable at any time in whole or in part, at a prepayment price of par, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service or in the event the Redeveloper directs the Issuer that it wishes to prepay the Note.

Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit under the Redevelopment Agreement referred to herein or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.
THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

ATTEST:

___________________________   By: _______________________________
Secretary                           Chairman

CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the within-mentioned Resolution.

Fremont City Treasurer,
as Paying Agent and Registrar

By: _______________________________
Authorized Signature
EXHIBIT “C”

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

Assumptions: Dodge Co. Tax Levy (2018) 2.041365
TIF period (years) 14
Interest Rate: 5.5%

Property Value Assumptions:

<table>
<thead>
<tr>
<th></th>
<th>Assessed Value</th>
<th>Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Project</td>
<td>$184,000</td>
<td>$4,000</td>
</tr>
<tr>
<td>Completed Project</td>
<td>$1,995,000</td>
<td>$41,000</td>
</tr>
<tr>
<td>Difference</td>
<td>$1,811,000</td>
<td>$37,000</td>
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</tbody>
</table>

TIF Calculations:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Tax Increment</td>
<td>$37,000</td>
</tr>
<tr>
<td>TIF Loan Amount</td>
<td>$360,000</td>
</tr>
</tbody>
</table>

2. PROJECTED TIF USES¹

<table>
<thead>
<tr>
<th></th>
<th>Project Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Admin. Fee – 1%</td>
<td>$3,600</td>
</tr>
<tr>
<td>B. Cost of Issuance</td>
<td>$5,000</td>
</tr>
<tr>
<td>C. City Improvements – 5%</td>
<td>$18,000</td>
</tr>
<tr>
<td>D. Site Acquisition</td>
<td>$137,030</td>
</tr>
<tr>
<td>E. Site Preparation &amp; Grading</td>
<td>$400,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$563,630</strong></td>
</tr>
</tbody>
</table>

¹Eligible TIF Uses are projected to be over $563,630, but the TIF Revenue Projection is limited to $360,000 which is the sum generated by the projected incremental revenues based on the projected valuation of the redevelopment project. For purposes of the Cost Certification required by Section 4.02, Redeveloper shall be required to certify costs up to the amount of the TIF Note of $360,000.

---

¹All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

Exhibit “C”
EXHIBIT “D”

CERTIFICATE OF COMPLETION

The Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska (the “CDA”), hereby makes the conclusive determination and certification that, with regard to the following real property situated in the City of Fremont, Dodge County, Nebraska, to wit:

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. (“Redeveloper Property”), all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement (WCBS Redevelopment Project) by and between the Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska, and WCBS, LLC, a Nebraska limited liability company, and its successors and assigns (“Redeveloper”), said Agreement dated as of ____________, 2019 and a Memorandum of which is recorded as Instrument No. 2019-________, in the office of the Register of Deeds for Dodge County, Nebraska.

The CDA further makes the conclusive determination that the Private Improvements (as defined in the Agreement) to the above-described Redeveloper Property are presently in conformance with the Agreement.
IN WITNESS WHEREOF, the CDA and Redeveloper have executed this instrument this ____ day of ________________, 2019.

“CDA”

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FREMONT, NEBRASKA

_____________________, Chairperson

STATE OF NEBRASKA  )
COUNTY OF DODGE    ) ss.

The foregoing instrument was acknowledged before me this ___ day of ______________, 2019, by ____________, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

_____________________
Notary Public
“REDEVELOPER”

WCBS, LLC, a Nebraska limited liability company

By: ____________________________
Name: __________________________
Title: Manager ____________________

STATE OF NEBRASKA )
COUNTY OF DODGE ) ss.

The foregoing instrument was acknowledged before me this ___ day of ________, 2019, by _____________, Manager of WCBS, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

______________________________
Notary Public
EXHIBIT “E”

MEMORANDUM OF REDEVELOPMENT AGREEMENT
(See Attached)
MEMORANDUM OF REDEVELOPMENT AGREEMENT  
(WCBS REDEVELOPMENT PROJECT)

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ___ day of __________, 2019 by and between the Community Development Agency of the City of Fremont, Nebraska (“CDA”) and WCBS, LLC, a Nebraska limited liability company (“Redeveloper”).

1. Redevelopment Agreement. CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the CDA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and 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.

2. Tax Increment Financing. The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CDA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date of January 1, 2020. The Tax Increment so captured by the CDA shall be used to make the public improvements as described in the Redevelopment Agreement.

3. Remaining Terms. The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CDA offices in Fremont, Nebraska.
“CDA”

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

__________________________, Chairperson

STATE OF NEBRASKA  )
) ss.
COUNTY OF DODGE     )

The foregoing instrument was acknowledged before me this ___ day of
________________, 2019, by ____________, Chairperson of the Community
Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

__________________________
Notary Public

3
“REDEVELOPER”

WCBS, LLC, a Nebraska limited liability company

By: ________________________________
Name: ______________________________
Title: Manager _______________________

STATE OF NEBRASKA )
 ) ss.
COUNTY OF DODGE )

The foregoing instrument was acknowledged before me this ___ day of ________, 2019, by ______________, Manager of WCBS, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

_____________________________________
Notary Public

4817-9564-6615, v. 2
CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA

RESOLUTION NO. 2019-093
( Redevelopment Agreement for the WCBS, LLC. Redevelopment Project )

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA APPROVING THE REDEVELOPMENT AGREEMENT FOR THE WCBS, LLC. REDEVELOPMENT PROJECT AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING INDEBTEDNESS.

WHEREAS, the Community Development Agency of the City of Fremont, Nebraska (the “CDA”) via Resolution No. 2014-138, dated July 29, 2104, approved and adopted a Redevelopment Plan and an Amendment to the Redevelopment Plan on May 14, 2019 via Resolution 2019-002, including the Cost-Benefit Analysis (the “Redevelopment Plan”) for the Morningside Road Redevelopment Area in the City of Fremont, Nebraska for a project identified as the WCBS, LLC. Redevelopment Project (the “Project”) pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the “Act”);

WHEREAS, a copy of the Redevelopment Agreement by and between the CDA and WCBS, LLC, a Nebraska limited liability company, that will implement and govern the Project (the “Redevelopment Agreement”) is attached as Attachment “A” and incorporated herein by this reference;

WHEREAS, on February 27, 2018, a meeting of the Mayor and City Council was held at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved;

WHEREAS, the Redevelopment Plan and the Redevelopment Agreement 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 and its objectives are being accomplished in the Redevelopment Agreement for the Project;

WHEREAS, the Project as described in the Redevelopment Agreement would not be economically feasible as designed without the use of tax increment financing; and the Project as designed would not occur in the North Broad Street Redevelopment Area without the use of tax increment financing; and the Project is in the long-term best interests of the community;
WHEREAS, the Mayor and City Council has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the general plan for development of the City of Fremont, and in the best interests of the City of Fremont; and

WHEREAS, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the Mayor and City Council desires to approve the Redevelopment Agreement and to approve TIF Indebtedness in an amount not to exceed Three Hundred Sixty Thousand and No/100 Dollars ($360,000.00) in the form of the TIF Note attached to the Redevelopment Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Fremont, Nebraska does hereby approve and adopt the Redevelopment Agreement in substantially the form attached hereto as Attachment “A”;

BE IT FURTHER RESOLVED, that the Mayor and City Council of the City of Fremont hereby authorizes its legal counsel to finalize the terms and conditions of the Redevelopment Agreement on behalf of the Mayor and City Council, and that any and all actions previously taken by its legal counsel to fulfill this resolution are hereby ratified and approved, except that the amount of the TIF Indebtedness and the use of the TIF proceeds shall not be modified without the consent and approval of the Mayor and City Council;

BE IT FURTHER RESOLVED, that the Mayor and City Council of the City of Fremont is hereby authorized, following the lapse of thirty (30) days after the approval of the Redevelopment Agreement, issue indebtedness in an amount not to exceed Three Hundred Sixty Thousand and No/100 Dollars ($360,000.00) in the form of the TIF Note attached to the Redevelopment Agreement, with such TIF Indebtedness to be repaid solely from the Tax Increment created by the Project and does not represent the general obligation of the Mayor and City Council nor the City of Fremont; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes its Mayor to execute and deliver the Redevelopment Agreement and to take all such other actions contemplated and required by the Redevelopment Agreement and to fulfill the resolutions set forth above.

DATED THIS 28th DAY OF MAY 2019.

THE CITY OF FREMONT, NEBRASKA

By: ________________________________
Scott Getzschman, Mayor

ATTEST: ____________________________
Tyler Ficken, City Clerk
ATTACHMENT “A”

Redevelopment Agreement

[See Attached]
STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Susan Jacobus, Council President via Brian Newton, City Administrator
DATE: May 28, 2019
SUBJECT: Recognize Mayor Getzschman

Recommendation – Thank Mayor Getzschman for his leadership of the City

Background: Council President Jacobus requested this item be placed on the Council agenda to recognize Mayor Getzschman for being the adult male winner of the 2019 Compass Leadership Award. The Mayor received the award at the Fremont Chamber’s banquet Monday, May 20, 2019, for his outstanding volunteerism and commitment to making Fremont better, safer, and friendlier for businesses and families. He was specifically praised for his leadership and hard work during the March 2019 flood.
Recommendation: Approve resolution 2019-091.

Background: The Joint Water Management Advisory (JWMA) Board held their first meeting on May 16, 2019 and recommended that each governing body consider two items. The items are:

1. Authorizing the JWMA Board to file a public assistance application with the Federal Emergency Management Agency (FEMA).

2. Authorize the JWMA Board to file an application for Water Sustainability Funding with the Nebraska Natural Resources Commission (NRC) and a Notice of Intent for Hazard Mitigation Grant Funding with Nebraska Emergency Management Agency (NEMA).

Fiscal Impact: $3,000 share (Dodge County, NRD, & Fremont - $3,000; Inglewood - $1,000) of the estimated $10,000 JEO consulting fee for assistance in filing the application with NRC.
RESOLUTION NO. 2019-091

A Resolution of the City Council of the City of Fremont, Nebraska, to approve the recommendations from the Joint Water Management Advisory Board.

WHEREAS: The Joint Water Management Advisory Board met on May 16, 2019 and recommended each governing body approve two items:

1. Authorizing the JWMA Board to file a public assistance application with the Federal Emergency Management Agency (FEMA).

2. Authorize the JWMA Board to file an application for Water Sustainability Funding with the Nebraska Natural Resources Commission (NRC) and a Notice of Intent for Hazard Mitigation Grant Funding with Nebraska Emergency Management Agency (NEMA).

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council that the two recommendations from the Joint Water Management Advisory Board (listed above) be approved.

PASSED AND APPROVED THIS 28th DAY OF MAY, 2019

_____________________________
Scott Getzschman, Mayor

ATTEST:

_____________________________
Tyler Ficken, City Clerk
Tyler- Please place a discussion item on Tuesdays agenda- there is a need to write an ordinance-but not enough time to do so with a holiday weekend- to prohibit this abuse of taxpayer owned properties and resources, such as a park, shelter, etc., and perhaps when crafting such an ordinance we should require a simple permit to stay overnight in our city parks, or at least require "closing" the parks between 12a.m and 6a.m. for any "loitering" and not allow access to any electrical utility-?
I will float this past other Council members, so all have an idea what has been occurring- from what ive been told, a storm shelter under the snow hill was also used for a "home" for this same person.

Thank you.
Respectfully,

Susan Jacobus, BSE, CFM
Fremont City Council President
Ward 2 Council Representative

From: Walker, Tina
Sent: Thursday, May 23, 2019 3:05 PM
To: Jacobus, Susan; Newton, Brian; Getzschman, Scott; Wimer, Shane; Koski, Kim
Subject: Homeless guy living in park

I thought I’d better let you all know about complaints I’m getting today about the homeless guy living in the John C Fremont Park. We had about 300 attend our kickoff event. We moved inside FPS gym but the parents started at the park and some of our event was outside.

I have been asked to “move our event from the park if the city and police won’t do anything about the homeless guy with the refrigerator, tv and tent”.

The parents voiced concern about this stranger “living in our park where our children play and using city electricity that tax payers are paying for”.

It’s just been one parent after another. One parent told me she called the police and was told there is nothing that can be done. At one point there was a group outside just watching the guy and having a group discussion. They discussed calling council members and voicing concern at the next council meeting.

It was a significant issue so I thought I had better give you all a heads up.

Thanks,