



**CITY OF
FREMONT
NEBRASKA**

**COMMUNITY DEVELOPMENT AGENCY
MEETING**

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

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

**CITY COUNCIL MEETING
January 14, 2020**

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

REGULAR MEETING:

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

PUBLIC HEARINGS:

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

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

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

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

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

UNFINISHED BUSINESS: requires individual associated action

24. Ordinance 5512 amending Chapter 3, Section 3-230 of the Fremont Municipal Code titled Municipal Sewerage System; charge and considerations for connections (second reading) (staff report)
25. Mayor Getzschman item - Ordinance 5519 pertaining to the sale and conveyance of real estate, a portion of Lot 4 of the Nelson Business Park owned by the City of Fremont, Nebraska to Del Peterson and Associates, Inc., a, Nebraska Corporation, pursuant to Nebraska law (final reading) (staff report)
26. Resolution 2019-209 of the City Council of the City of Fremont, Nebraska approving the City Council Meeting Agenda Policy (staff report)

NEW BUSINESS: requires individual associated action

27. Resolution 2020-011 governing regular and special city council meeting agendas (staff report)
28. Ordinance 5524 amending Chapter 9 – Fee Schedule - Appendix A of the Fremont Municipal Code (first reading) (staff report)
29. Ordinance 5525 pertaining to the sale and conveyance of real estate to Travis (T.J.) Bird and Molly Bird, a Nebraska sole proprietor (staff report)
30. Adjournment

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

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

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

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

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

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

Staff Report

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

Recommendation: Approve Resolution # 2020-001

Background:

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

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

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

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

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

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

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

The Redevelopment Plan states:

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

The property is currently zoned PD, Planned Development.

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

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

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

Findings:

The area was declared blighted and substandard in July 2014.

The proposed uses are consistent with the Comprehensive Plan.

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

CDA

RESOLUTION NO. 2020-001

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

Recitals:

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

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

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

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

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

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

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

Plan; and

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED on January 14, 2019.

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

Scott Getzschman , Mayor

ATTEST:

Tyler Ficken, City Clerk (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

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

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

EXHIBIT B

REDEVELOPMENT PLAN

[to be attached]

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

I. INTRODUCTION.

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

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

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

II. EXISTING SITUATION.

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

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

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

C. Existing Public Improvements.

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

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

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

III. FUTURE SITUATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

POTENTIAL ELIGIBLE PRIVATE IMPROVEMENTS*

Enhanced Employment Area (EEA) ELIGIBLE COSTS

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

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

Non EEA Costs provided by Developer

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

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

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

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

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

IV. ENHANCED EMPLOYMENT AREA DESIGNATION.

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

Property Description (the “Enhanced Employment Area”)

This property is generally referred to as the Fremont Mall.

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

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

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

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

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

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

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

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

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

Levy of General Business Occupation Tax and Levy:

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

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

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

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

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

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

Undertaking by Fremont Mall, LLC.

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

EXHIBIT "A"
REDEVELOPMENT AREA

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

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

EXHIBIT "B"
VACANCY TRENDS

EXHIBIT "C"
SITE SURVEY

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Lottie Mitchell, Grant Coordinator/Executive Assistant
DATE: January 14, 2020
SUBJECT: Establish Property Assessed Clean Energy (PACE) District

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

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

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

Fiscal Impact: None

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

Exhibit A - CONTRACT

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

EXHIBIT B - FREMONT PACE DISTRICT PROGRAM MANUAL

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

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

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

EXHIBIT C – Application Form

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

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

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

RESOLUTION

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

For Reference:

Cited Nebraska Statutes

13-3203.

Terms, defined.

For purposes of the Property Assessed Clean Energy Act:

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

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

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

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

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

(c) Automated energy control systems;

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

(e) Caulking, weatherstripping, and air sealing;

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

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

(h) Daylighting systems;

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

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

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

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

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

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

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

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

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

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

(a) Agricultural property;

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

(c) Industrial property; or

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

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

(i) Nonhazardous biomass;

(ii) Solar and solar thermal energy;

(iii) Wind energy;

(iv) Geothermal energy;

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

(vi) Photovoltaic systems; and

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

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

13-3207.

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

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

(a) The sale of bonds;

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

(c) Third-party lending.

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

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

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

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

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

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

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

13-3208.

Loss reserve fund; created; funding; use.

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

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

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

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

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

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

Cited Fremont Municipal Code

Sec. 2-112. - Board and commissions.

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

ORDINANCE NO. 5517

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- i. Submission of an application as attached hereto as Exhibit "C" to the District Administrator, which shall include, but not be limited to, the following information:
 - a) Applicant name and contact information, including property owner and developer;
 - b) Project location and legal description;
 - c) Identification of contractor or supplier, including anticipated PACE contractor and a copy of the approved bid for the energy efficiency project;
 - d) Project description;
 - e) Total project cost;
 - f) Description of proposed improvements;
 - g) Description of energy efficiency project to be financed;
 - h) Amount of requested assessment;
 - i) Interest rate on the PACE assessment and any required fees;
 - j) Term of assessment;
 - k) Energy savings report indicating estimated energy savings and estimated cost savings for the energy project;
 - l) Whether the applicant is requesting a waiver of the estimated economic benefit requirement;
 - m) Title report showing any mortgage or lien holders;
 - n) Lender consent;
 - o) Projected jobs created by PACE project;
 - p) Project environmental benefits;
 - q) Funding source;
 - r) All other such information as needed to demonstrate the project complies with all the requirements of the Act.
- ii. The District Administrator may grant an applicant's request to waive the estimated economic benefit requirement. If the District Administrator denies the applicant's waiver request, the applicant may appeal the denial by submitting a request in writing to the ~~Assistant City Administrator~~City Clerk of the City. The appeal shall be mailed by certified mail or hand delivered to the ~~Assistant City Administrator~~City Clerk within fourteen days after the denial. The ~~Assistant City Administrator~~City Clerk will place on the City Council agenda. The City Council will review the matter on the record made by the District Administrator and, after providing the applicant ~~an informal~~formal opportunity to be heard, the ~~Assistant City Administrator~~City Council will make the final decision.
- iii. The District Administrator shall review the application to determine whether the energy project meets the eligibility requirements of the Act and this Ordinance. An energy project shall not be eligible for PACE financing if the qualifying property is subject to any of the following:
 - a) Delinquent ad valorem taxes;
 - b) Delinquent personal property taxes;
 - c) Delinquent special assessments;
 - d) Overdue or delinquent water or sewer charges;

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

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

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

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

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

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2020:

City of Fremont

Scott Getzschman, Mayor

Attest:

Tyler Ficken, City Clerk

PACE PROJECT APPLICATION



Name of Project: _____

Property Owner Information

Legal Name of Property Owner (Applicant): _____

Contact Person: _____

Tax ID Number (FEIN or SSN): _____

Address: _____ City: _____ State _____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Property Information

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

Property Legal Description: _____

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

Assessed Property Value: _____ Appraised Property Value: _____

Building Size: _____ Year Building Built: _____

Other PACE Projects

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

If yes, please provide details:

City Use Only

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

Approved Condition(s): _____

Disapproved Reason(s): _____

By: _____ Date: _____

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

Project Details: *Submit separate sheets if necessary*

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

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

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

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

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

Financing Details

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

Approval Criteria

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

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

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

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

Required Application Documents and Information

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

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

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

Submission Instructions

Submit this application and necessary documents to:

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

Property Owner Signature

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

Signature

Title

Printed name

Date

FREMONT PACE DISTRICT

Program Manual

SUMMARY

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

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

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

Terminology

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

Boundaries of the FPD

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

Eligible Property Types

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

Eligible Project Types

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

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

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

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

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

Timing and Eligibility

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

Annual Assessment and Average Weighted Useful Life

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

Eligible Costs

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

Savings to Investment Ratio (“SIR”)

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

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

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

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

Energy Projects and Building Codes

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

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

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

Verification of Completed Energy Project

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

Funding Level and Fees

The FPD fee structure is summarized in the following table:

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

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

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

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

FPD Application Instructions

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

Your completed applications should be submitted to:

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

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

Provided below is clarification for specific sections of the application.

Project Details

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

Financing Details

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

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

Other Topics

Applying for both PACE and TIF

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

Who reviews the applications?

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

Who approves the applications?

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

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

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

PACE ASSESSMENT CONTRACT

THIS PACE ASSESSMENT CONTRACT (this "Contract"), is made and entered into this ____ day of _____, 20__ (the "Effective Date") by and among THE CITY OF FREMONT, a Nebraska municipal corporation, ("City"), which created **THE FREMONT PACE DISTRICT**, a clean energy assessment district pursuant to Ordinance No. ____ ("FPD"), _____, a _____ ("Lender"), and _____, a _____ ("Property Owner"), and is made a part of that certain Construction Loan Agreement dated as of the same date made by and between Lender and Property Owner, such Construction Loan Agreement hereafter referred to as the "Loan Agreement."

WITNESSETH:

WHEREAS, Property Owner is the owner of certain real property located at _____ in the City (as further described on **Exhibit A** attached hereto, the "Property");

WHEREAS, the City has adopted Ordinance No. _____, which is incorporated herein by this reference (the "Ordinance"), by which the City created a clean energy assessment district comprised of all areas within the City, pursuant to Nebraska Revised Statute § 13-3201 to 13-3211, inclusive, and known as the "Property Assessed Clean Energy Act," (the "Act") and provides for repayment of financed costs through annual assessments pursuant to assessment contracts entered into with property owners and third party lenders;

WHEREAS, Property Owner has obtained and recorded in the office of Register of Deeds of Dodge County the acknowledged and verified written consent and subordination agreement required by Neb. Rev. Stat. § 13-3205(2)(a) of all persons or entities that currently hold mortgage liens or deeds of trust on the Property, if any, to the Loan, as herein defined in this Contract, and represents to the City that all applicable requirements and conditions of Neb. Rev. Stat. § 13-3205(2) have been satisfied;

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

WHEREAS, Lender has agreed to make a loan to Property Owner in the amount of \$ _____ (the "Loan"), the proceeds of which will be used to fund the implementation of the Project, and the repayment of which will be made from PACE special assessments levied on the Property pursuant to the Act and this Contract;

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

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

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

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

“Bi-Annual Installment” means the portion of the Loan Amount that is due in a particular year as more fully described in Sections 2 and 5 hereof and shown on **Exhibit C**, as may be increased by the County Treasurer Fee, if applicable, pursuant to Section 5(a).

“County Treasurer” means the office of the Dodge County Treasurer.

“Register of Deeds” means the office of the Register of Deeds for Dodge County.

“Lender Parties” shall have the meaning set forth in Section 12(a) hereof.

“Liabilities” shall have the meaning set forth in Section 11(a) hereof. “Loan” shall have the meaning set forth in the Recitals above.

“Loan Amount” means, as of any date of computation, the outstanding amount of all principal under the Note, accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, default interest rate charges, prepayment premiums or administrative expenses related to the Loan, including without limitation, the administrative fees set forth in Section 14 hereof and any and all other administrative fees to be paid to County Treasurer or Lender by Property Owner in connection with the Loan.

“Loan Agreement” shall have the meaning set forth in the Preamble above.

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

“PACE Special Assessments” means the aggregate amount of all Bi-Annual Installments of the Loan Amount, which Bi-Annual Installments shall be levied as special assessments pursuant to § 13-3205(7) of the Act.

“City Parties” shall have the meaning set forth in Section 11(a) hereof.

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

2. Payments. The Loan Amount shall be payable in Bi-Annual Installments. The Loan shall bear interest, including default interest, at the rates set forth in the Note and payments shall be due under the Note and the Loan Agreement as more fully described therein and in Section 5 of this Contract, ending upon payment in full of the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note. The amounts of the Bi-Annual Installments are based on a Loan Amount as of the date of this Contract of \$_____. The Loan shall be fully amortized over the term of the Loan, and shall be repaid on the terms set forth in this Contract, the Loan Agreement and the Note. Each year during the term of this Contract, Lender shall supply City with the amount of the Bi-Annual Installment for such year by delivering a completed Lender Installment Certificate in the form attached hereto as **Exhibit D** on or before December 31 of such year. Should Lender fail to deliver a Lender Installment Certificate on or before December 31 of any year, with a copy to the Property Owner, the Bi-Annual Installment shall be presumed to be the same as the Bi-Annual Installment for the applicable year

as shown on **Exhibit C**, with any surplus or shortfall to be addressed by adjusting the amount of the subsequent year's Bi-Annual Installment.

3. Consent to PACE Special Assessments.

(a) By entering into the Contract, City hereby agrees to enforce the PACE Special Assessments and impose the Bi-Annual Installments as special assessments pursuant to the Act in the manner specified in this Contract. Upon execution of this Contract, City will cause this Contract to be recorded against the Property in the office of the Register of Deeds.

(b) Property Owner hereby agrees and acknowledges: (i) that Property Owner has received or will receive a special benefit by financing the Project through FPD that equals or exceeds the total amount of the PACE Special Assessments (ii) that the Property is subject to the PACE Special Assessments and consents to the levy of the Bi- Annual Installments; (iii) that Property Owner shall pay the Bi-Annual Installments when due pursuant to the terms set forth in this Contract, the Loan Agreement and the Note; and, (iv) that Bi-Annual Installments of the PACE Special Assessments are a lien on the Property as provided in the Act and the Ordinance.

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

5. Bi-Annual Installments.

(a) During the term of this Contract, City expects to collect the Bi-Annual Installments with the assistance of the County Treasurer. The County Treasurer shall collect the Bi-Annual Installments and City, the Property Owner and the Lender agree that the County Treasurer may deduct from such Bi-Annual Installments a collection fee in such amount as allowed by law (the "County Treasurer Fee").

(b) The aggregate amount of all PACE Special Assessments shall equal the Loan Amount and any such amount as needed to pay the County Treasurer Fee, as shown on **Exhibit C** attached and incorporated by this reference.

(c) Property Owner hereby agrees to pay the property tax bills and Bi-Annual Installments for the Property during the term of this Contract, which shall not exceed the weighted average useful life of the energy project, in a timely fashion so as to avoid any default or delinquency in such payment.

(d) If Property Owner fails to pay all or part of any Bi-Annual Installment when due, the parties hereto acknowledge and agree that: (i) default interest on the unpaid amounts of the Bi-Annual Installments shall accrue in favor of Lender as set forth in the Note; (ii) such default interest shall be added to the PACE Special Assessments and shall be included as part of the Bi-Annual Installments due thereafter unless and until all such accrued and unpaid default interest is paid in full; and, (iii) such default interest shall be in addition to any and all penalties and interest that may be imposed by or accrue in favor of City as a result of Property Owner's failure to pay real estate or other property taxes or other assessments on the Property. In addition, Bi-Annual Installments shall continue to be levied as special assessments notwithstanding Property Owner's failure to pay all or part of any past Bi-Annual Installment, such that the County Treasurer shall continue to levy Bi-Annual Installments, including default interest to be paid to Lender, until the Loan Amount, including all accrued and unpaid interest, is paid in full.

(e) Property Owner hereby acknowledges and agrees that failure to pay any Bi-Annual Installment of the PACE Special Assessments, like failure to pay any property taxes

pertaining to the Property, will result in penalties and interest accruing in favor of Lender on the amounts due, in addition to penalties and interest that may accrue in favor of City. In addition, City shall record a PACE lien on the Property as a result of any delinquent Bi-Annual Installments of the PACE Special Assessments. Furthermore, Property Owner agrees not to seek a compromise of any delinquent Bi-Annual Installment.

6. Loan Amount; Prepayment.

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

(b) Property Owner may only prepay the Loan as set forth in the Construction Loan Agreement. In the event of any permitted prepayment, Lender shall certify to Property Owner and City the aggregate amount due on the Loan, including principal, interest, and fees and any prepayment premium, within thirty (30) days of receipt of a written request for prepayment from Property Owner. City shall certify to Property Owner and Lender any and all amounts collected by City and not yet remitted to Lender within fifteen (15) days of receipt of a written request for prepayment by Property Owner, as well as any administrative fees payable, but not yet collected, as of the anticipated prepayment date. To the extent that City has received any funds from Property Owner prior to Property Owner's requested date of prepayment, but has not yet remitted the same to Lender, City shall remit the same to Lender on or before the date of Property Owner's requested date of prepayment. No prepayment shall be effective, and no funds paid by Property Owner or City will be applied to the Loan Amount, unless and until Lender receives the full Loan Amount from City and Property Owner. Property Owner acknowledges that failure of City to remit any funds held by City on or prior to Property Owner's requested date of prepayment may result in additional interest due in connection with such prepayment.

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

(d) Lender, pursuant to Neb. Rev. Stat. § 13-3205(3)(b), shall verify final costs of the energy project and ensure that any amounts paid by the City toward the costs of the energy project will not exceed such final costs.

7. Collection of Bi-Annual Installments; Payments to Lender.

(a) The County Treasurer shall follow reasonable and customary practices to collect the Bi-Annual Installments once levied, including assessing penalties and charging interest.

(b) City agrees to separately account for any Bi-Annual Installment payments collected or otherwise received for the Property. City shall remit the collected Bi-Annual Installment payments to Lender in accordance with the payment schedule set forth in this Contract.

8. Other Obligations Payable from Special Charges. City will not issue or incur any obligations payable from the proceeds of the PACE Special Assessments nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon the PACE Special Assessments or the Bi-Annual Installments, except for administrative fees as provided in this Contract or as allowed by the Act.

9. City Representations regarding Loan and Loan Documents. The undersigned on behalf of City hereby represents to Lender and to Property Owner that: (i) he is entering this Contract pursuant to applicable provisions of the Act and City of Fremont Ordinance No. _____; (ii) it is his intent and belief that this Contract is and will be the valid and legally enforceable obligation of City, enforceable in accordance with its terms except to the extent that enforcement thereof may be subject to legal challenge, including without limitation, bankruptcy and other similar laws affecting creditors' rights generally; and, (iii) to his knowledge this Contract and the dollar amount and all other terms and conditions set forth herein are in compliance with the provisions of the Act and the Ordinance. City shall at all times, to the extent permitted by law and from time to time authorized by the City Council of City, defend, preserve and protect the PACE Special Assessments created by this Contract.

10. Re-Levy of Special Charge. If City shall have failed to cause the assessment or collection of any PACE Special Assessments when it is required by this Contract or by the Act or Ordinance to have done so, then City shall take all necessary steps that are then available to cause new PACE Special Assessments (equal in amount to those not assessed, levied or collected plus interest and penalties, if any, thereon) to be levied against the Property in addition to those PACE Special Assessments otherwise to be levied or assessed against the Property.

11. Waiver of Claims Against City.

(a) For and in consideration of City's execution and delivery of this Contract, Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under Property Owner, hereby waives the right to recover from City, FPD, or any officials, agents, employees, attorneys or representatives of City or FPD (collectively, the "City Parties"), and fully and irrevocably releases, indemnifies, holds harmless, and shall defend the City Parties, and each of them, from and against, any and all claims, costs, expenses, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that Property Owner may now have or hereafter acquire against any of the City Parties and arising out of, accruing from or related to: (i) this Contract; (ii) the disbursement of the Loan Amount; (iii) the levy and collection of the Bi-Annual Installments; (iv) the imposition of the lien of the PACE Special Assessments; (v) the performance of the Project; (vi) the Project; (vii) any damage to or diminution in value of the Property that may result from construction or installation of the Project; (viii) any injury or death that may result from the construction or installation of the Project; (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project; (xi) the amount of energy savings resulting from the Project or any assured performance guaranty; (xii) the workmanship of any third parties under any agreements including any construction contracts; and, (xiii) any other matter with respect to the Program (collectively, the "Liabilities"). This release includes, without limitation, claims, costs, expenses, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by Property Owner, would materially affect Property Owner's release of the City Parties. Notwithstanding the foregoing, Property Owner's release under this section shall not extend to Liabilities arising from City's intentional default, gross negligence or willful misconduct.

(b) This Section 11 shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by Property Owner and the termination of this Contract.

12. Waiver of Claims Against Lender.

(a) For and in consideration of Lender's execution and delivery of this Contract,

Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under Property Owner, hereby waives the right to recover from the Lender and any and all officials, agents, employees, attorneys and representatives of Lender (collectively, the "Lender Parties"), and fully and irrevocably releases the Lender Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that Property Owner may now have or hereafter acquire against any of the Lender Parties and accruing from or related to the Liabilities, as defined above. This release includes claims, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by Property Owner, would materially affect Property Owner's release of the Lender Parties. Notwithstanding the foregoing, Property Owner's release under this Section shall not extend to Liabilities arising from Lender's intentional default, gross negligence or willful misconduct.

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

13. Administrative Fees.

(a) Property Owner agrees to pay a one-time administration processing fee to City in the amount of ____% of the project costs financed through the Loan (i.e., the Loan amount less all fees and expenses incurred in issuing the Loan), or _____ and /100 Dollars (\$_____). Such payment shall be included in the initial Bi- Annual Installment.

(b) The Bi-Annual Installments shall include a Bi-Annual administrative fee to be collected by City in the amount of \$_____per year as of January 1st of each year. This fee shall be included, on a Bi-Annual basis, in the Bi-Annual Installments to be set forth on the Schedule of Bi-Annual Installments attached hereto as **Exhibit C**.

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

15. Notices. All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (i) personally delivered; (ii) sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) sent to the parties at their respective addresses indicated herein by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

(a) If to Property Owner, to:

Attn: _____

or to such other person or address as Property Owner shall furnish to Lender and FPD in writing.

(b) If to Lender, to:

Attn: _____

(with a copy to)

Attn: _____

or to such other person or address as Lender shall furnish to Property Owner and City in writing.

If to City, to:
City of Fremont
Attn: Lottie Mitchell
400 E Military Ave
Fremont, NE 68025

(with a copy to)
City of Fremont
Attn: City Clerk
400 E Military Ave
Fremont, NE 68025

or to such other person or address as City shall furnish to Property Owner and Lender in writing.

If personally delivered, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); if sent by registered or certified mail, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); and if sent by overnight courier pursuant to this Section, such communication shall be deemed delivered upon receipt. Any party to this Contract may change its address for the purposes of this Contract by giving notice thereof in accordance with this Section.

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

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

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

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

20. Amendment. This Contract may be amended only by a writing signed by Property Owner, Lender and City.

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

22. Transferability. Property Owner, Lender and City agree that the obligations of this Contract, including without limitation the obligation to pay annual assessments, are covenants that shall run with the land and be obligations that are binding on all future owners of the Property.

23. Effect of Subdivision of Property. No subdivision of the Property subject to this Contract shall be valid unless an amendment to this Contract divides the total Bi-Annual Assessment due between the newly subdivided parcels pro rata to the special benefit realized by each subdivided parcel.

24. Incorporation by Reference. All recitals at the beginning of this Contract and all Exhibits referenced in this Contract shall be incorporated into this Contract by reference.

**[Signature Page
Follows]**

Executed as of the date set forth above.

Property Owner

Signed

Printed name

ACKNOWLEDGMENT

STATE OF NEBRASKA

) SS.

COUNTY OF DODGE

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of the _____, a _____, and that said instrument was signed on behalf of said company by authority of its members, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Signed

Printed Name

Notary Public in and for said State
Commissioned in _____

(SEAL)

My commission expires: _____.

Executed as of the date set forth above.

Lender

Signed

Printed name

Title

ACKNOWLEDGMENT

STATE OF NEBRASKA

) SS.

COUNTY OF DODGE

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ a _____ limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Signed

Printed Name

Notary Public in and for said State
Commissioned in _____

(SEAL)

My commission expires:_____.

Executed as of the date set forth above.

CITY OF FREMONT

By: _____
Name: Lottie Mitchell
Title: Grant Coordinator

ACKNOWLEDGMENT STATE OF NEBRASKA

) SS.

COUNTY OF DODGE

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public, appeared Lottie Mitchell, to me personally known, who, being by me duly sworn, did say that she/he is the Grant Coordinator of the City of Fremont, a Nebraska Municipal Corporation, which created a clean energy assessment district pursuant to City of Fremont Ordinance No. _____, and that this instrument was signed on behalf of said City by authority of its governing body, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

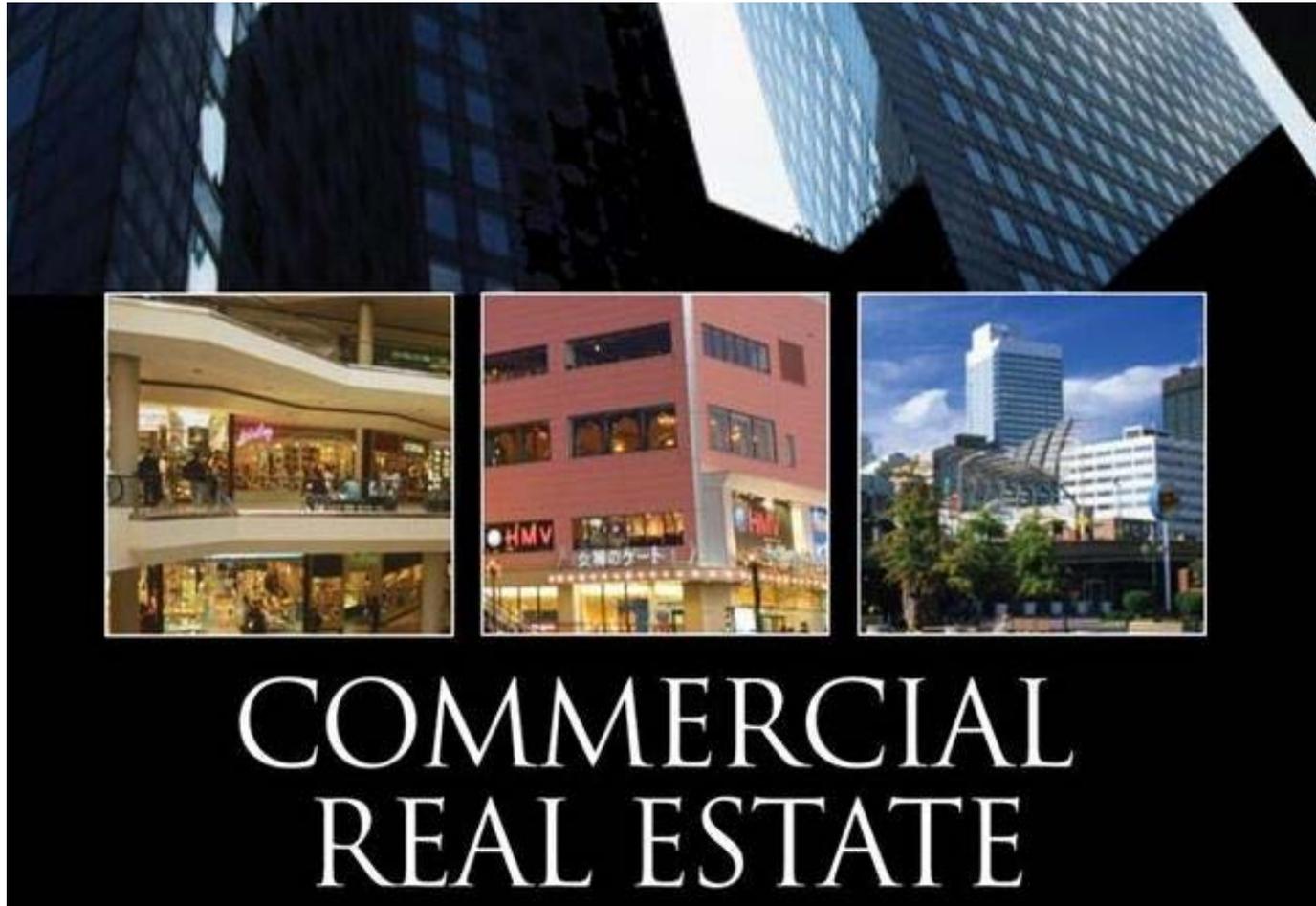
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

(SEAL)

Printed Name: _____
Notary Public in and for said State
Commissioned in _____

My commission expires:_____.

PACE FINANCING FOR



PACE: Property Assessed Clean Energy

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

PACE in Nebraska

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

PACE in Nebraska

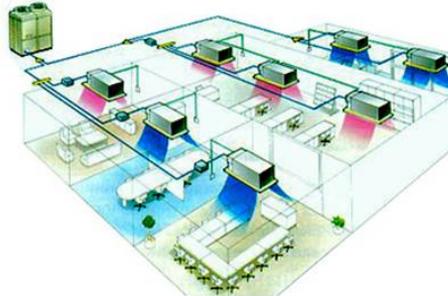
- Largest Project: \$24.9 million, Omaha Capitol District
 - 333-room Marriott hotel
 - 223-unit apartment building
 - 90,000 sf retail space
- Smallest Project: \$900,000 for a car wash in Omaha
- Total PACE loans approved as of 9/27/19:
 - Ten in Omaha, Two in Lincoln; approx \$45 million
- Eight hotels;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

WHAT CAN PACE FINANCE?

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



Commercial Boiler



VRF HVAC System



LED Lighting



Chiller



Fume Hood



Escalator



Refrigeration



Parking Lights

PACE CAN FINANCE:



Controls



Elevator



Windows



Cool Roof



Solar PV

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

AND MORE...

DEVELOPMENT SCENARIOS FOR PACE

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

PACE IN THE CAPITAL STACK

Project Financing Without PACE

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

Project Financing With PACE

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

PACE – AN ALTERNATIVE SOURCE OF EQUITY

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

BENEFITS OF PACE

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



Senior Lender Consent Required

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

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

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

ENERGY ENGINEERING – TO QUALIFY A PACE PROJECT

Project Details *Submit separate sheet if necessary*

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

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

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

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

ENERGY ENGINEERING – TO QUALIFY A PACE PROJECT

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

From the Nebraska PACE Act: LB23 (2019)

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

PACE Program Approval and Administration

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

Why do Cities adopt PACE?

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



Questions?



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

Staff Report

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

Recommendation: Approve Resolution # 2020-001

Background:

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

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

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

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

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

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

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

The Redevelopment Plan states:

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

The property is currently zoned PD, Planned Development.

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

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

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

Findings:

The area was declared blighted and substandard in July 2014.

The proposed uses are consistent with the Comprehensive Plan.

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

Council

RESOLUTION NO. 2020-001

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

Recitals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED and APPROVED on January 14, 2019.

Scott Getzschman , Mayor

ATTEST:

Tyler Ficken, City Clerk (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

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

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

EXHIBIT B

REDEVELOPMENT PLAN

[to be attached]

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

I. INTRODUCTION.

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

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

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

II. EXISTING SITUATION.

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

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

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

C. Existing Public Improvements.

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

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

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

III. FUTURE SITUATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

POTENTIAL ELIGIBLE PRIVATE IMPROVEMENTS*

Enhanced Employment Area (EEA) ELIGIBLE COSTS

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

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

Non EEA Costs provided by Developer

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

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

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

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

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

IV. ENHANCED EMPLOYMENT AREA DESIGNATION.

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

Property Description (the “Enhanced Employment Area”)

This property is generally referred to as the Fremont Mall.

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

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

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

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

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

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

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

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

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

Levy of General Business Occupation Tax and Levy:

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

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

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

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

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

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

Undertaking by Fremont Mall, LLC.

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

EXHIBIT "A"
REDEVELOPMENT AREA

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

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

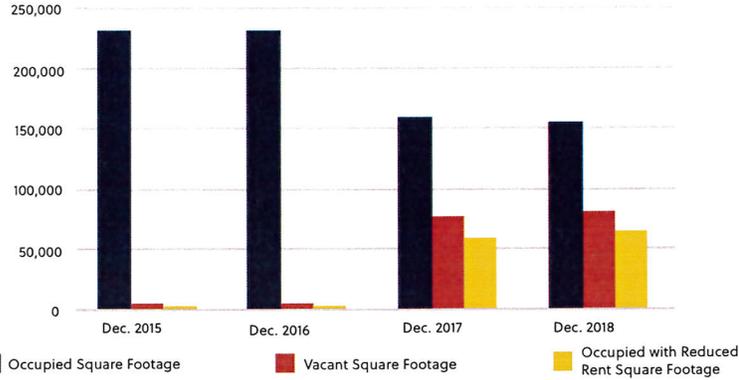
EXHIBIT "B"
VACANCY TRENDS

EXHIBIT "C"
SITE SURVEY

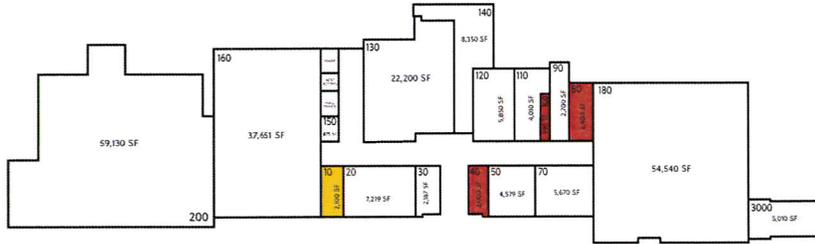
Fremont Mall Vacancy Trends

Vacated Tenants

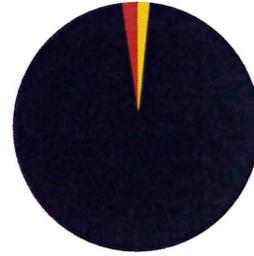
- Buckle
- Hallmark
- Hastings Entertainment
- JCPenney
- USA Steak
- Radio Shack
- Schweser's
- Claire's
- GNC 2/2019



2015

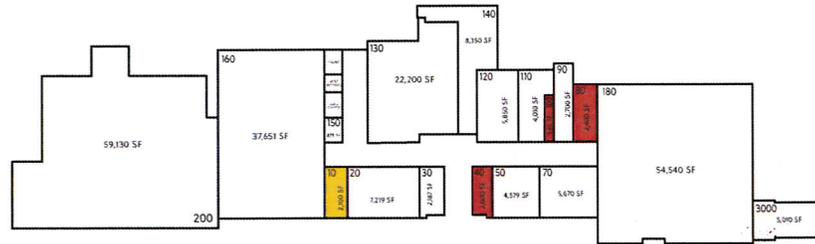


Outlot - 4,800 SF
Outlot - 4,975 SF
Outlot - 5,010 SF
Outlot - 33,630 SF



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

2016



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

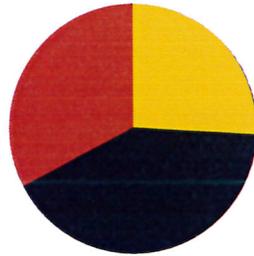


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231,846 SF
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Occupied w/ Reduced Rent
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2017

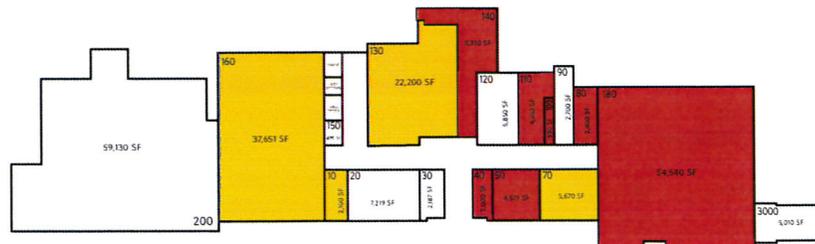


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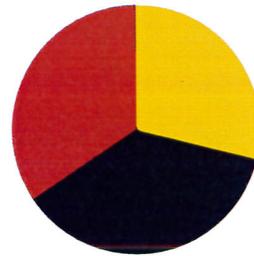


Occupied
159,577 SF
67%
Vacant
77,659 SF
33%
Occupied w/ Reduced Rent
61,951 SF
26%

2018



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

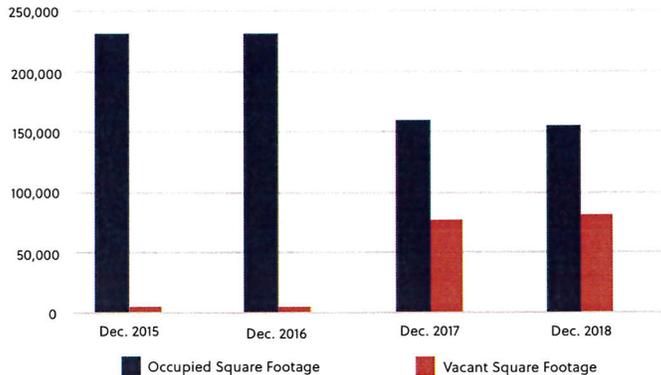


Occupied
155,567 SF
66%
Vacant
81,669 SF
34%
Occupied w/ Reduced Rent
67,621 SF
29%

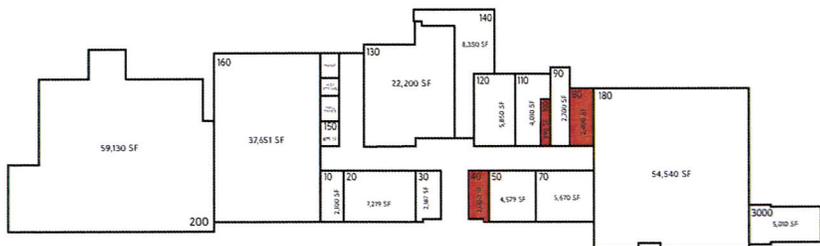
Fremont Mall Vacancy Trends

Vacated Tenants

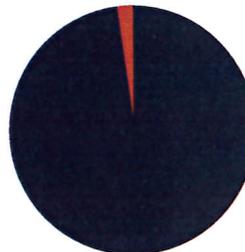
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- JCPenney
- USA Steak
- Radio Shack
- Schweser's
- Claire's
- GNC 2/2019



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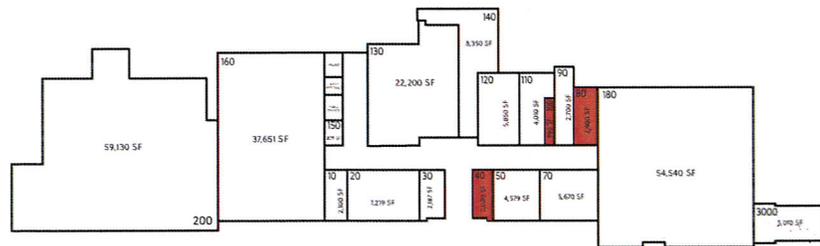


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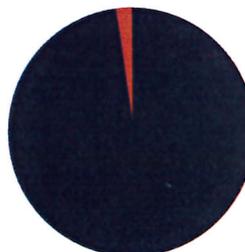


Occupied
231,846 SF
98%
Vacant
5,390 SF
2%

2016



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

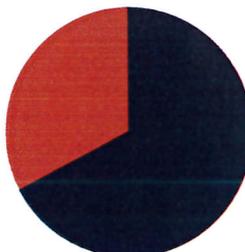


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2017

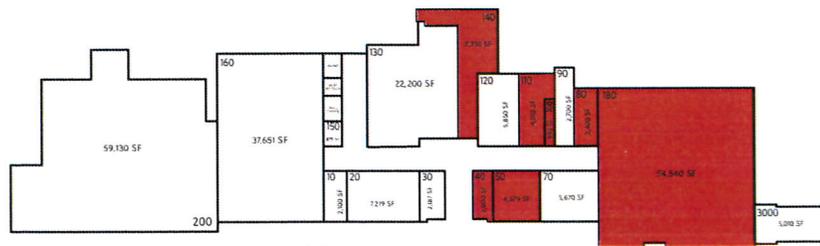


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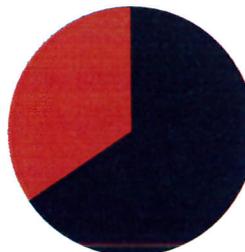


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2018



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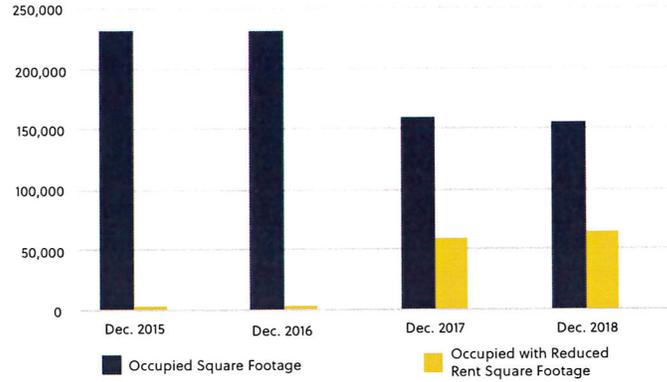


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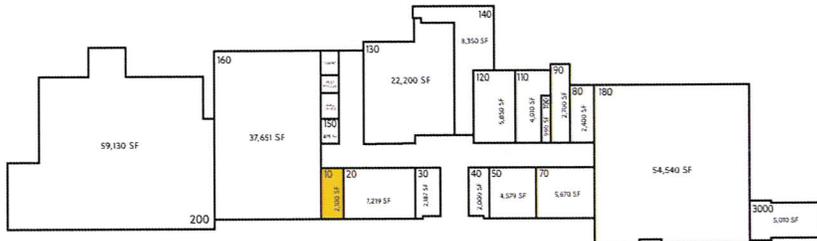
Fremont Mall Vacancy Trends

Vacated Tenants

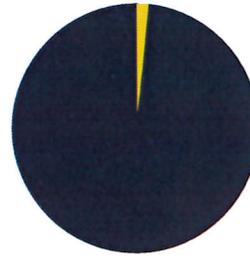
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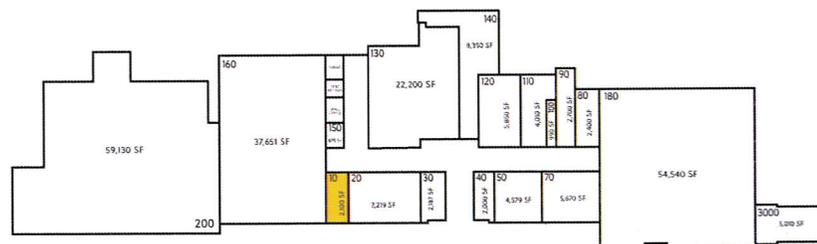


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Occupied
231,846 SF
98%
Occupied w/ Reduced Rent
2,100 SF
1%

2016



Outlot - 4,800 SF Outlot - 4,975 SF
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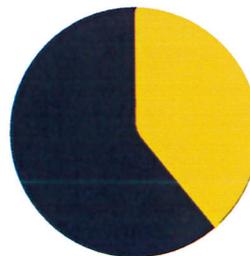


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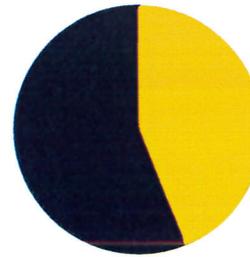


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39%

2018



Outlot - 4,800 SF Outlot - 4,975 SF
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Occupied
155,567 SF
66%
Occupied w/ Reduced Rent
67,621 SF
44%

MEMO

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

Ladies and Gentlemen:

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

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

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

8. The additional steps to be taken are:

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

Respectfully,

Mike Bacon

SURVEY CERTIFICATION

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

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

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

ZONING AND SETBACK INFORMATION

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

All setbacks are City Approved in a Planned Unit Development

PARKING INFORMATION

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

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

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

STATEMENT OF APPARENT ENCROACHMENTS:

NONE

FLOOD NOTE:

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

SURVEY NOTES:

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

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

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

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

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

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

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

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

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

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

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

SPECIAL EXCEPTION NOTES

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

a-h: NOT SURVEY MATTERS

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

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

k-q: NOT SURVEY MATTERS

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

s: NOT A SURVEY MATTER

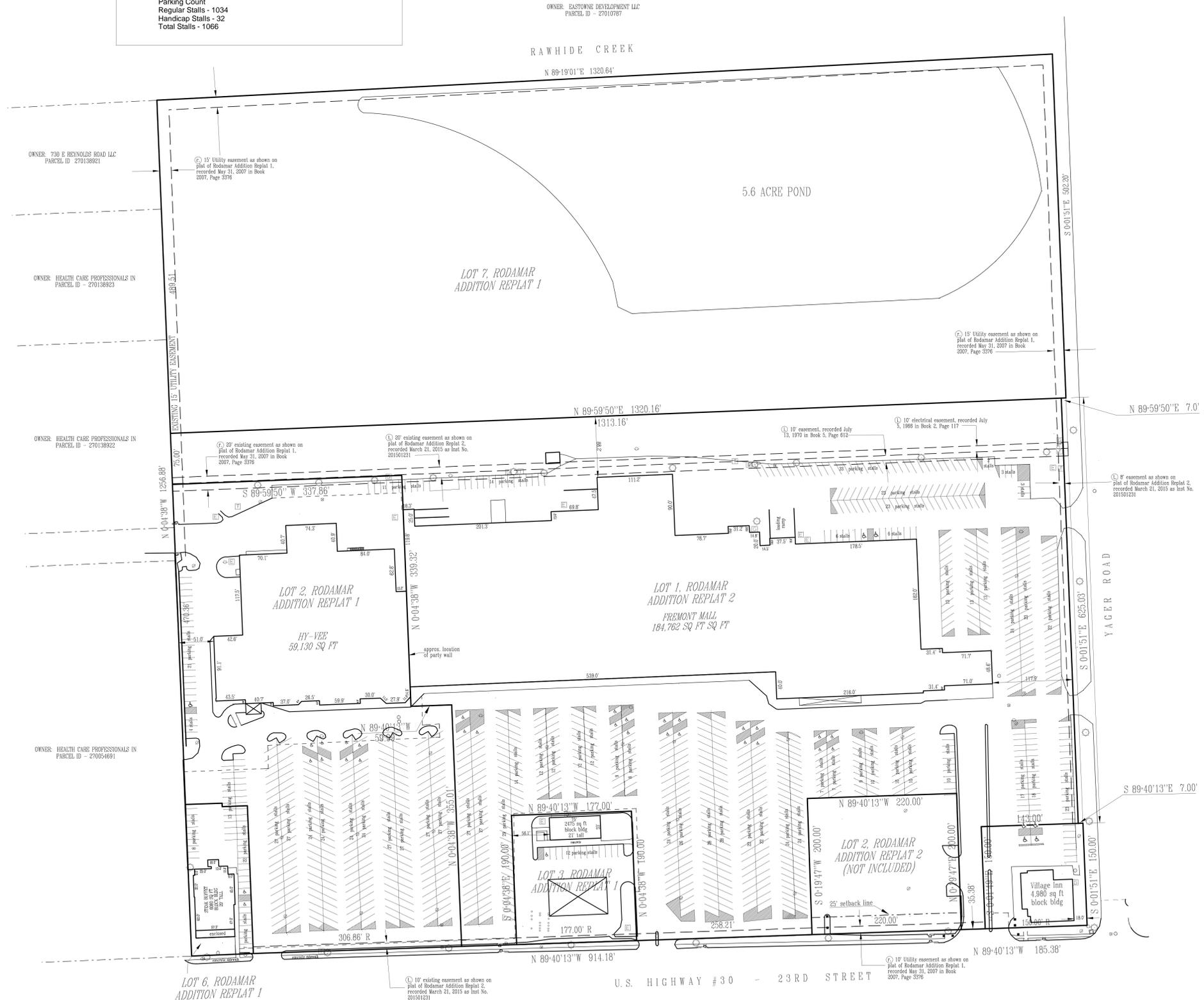
t. Easements and restrictions reserved and shown in the Plat and Dedication of Rodamar Addition Replat 2, recorded March 23, 2015 as Inst. No. 201501231; records of Dodge County, Nebraska. - AFFECTS PROPERTY AS SHOWN

LEGAL DESCRIPTION

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

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

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



drawn by
jwc

work completed by
jlc/ms

file name
AC15421



ALTA SURVEY
FREMONT MALL

job number
AC 15421

date
MARCH 31, 2015

sheet
1 OF 1

DISCUSSION DRAFT

REDEVELOPMENT CONTRACT (Fremont Mall Project)

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

WITNESSETH:

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

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

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

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

"City" means the City of Fremont, Nebraska.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1.02 Construction and Interpretation.

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

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

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

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

ARTICLE II FINDINGS AND REPRESENTATIONS

Section 2.01 Findings of Agency.

The Agency makes the following findings:

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

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

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

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

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

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

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

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

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE III
[RESERVED]**

ARTICLE IV

THE PARTIES OBLIGATIONS RELATING TO OCCUPATION TAX REVENUE BONDS

Section 4.01 Enhanced Employment Act Area.

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

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

Section 4.02 Occupation Tax.

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

Section 4.03 Issuance of Enhanced Employment Act Indebtedness.

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

Section 4.04 Enhanced Employment Act Tax Revenues.

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

Section 4.05 Grant of Funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4.07 Debt Service for Enhanced Employment Act Indebtedness.

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

Section 4.08 Deficiency in Enhanced Employment Act Tax Revenues.

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

Section 4.09 Duty to Maintain.

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

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

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

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

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

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

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

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

vii. Cleaning, maintaining and repairing of all sidewalks.

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

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

Section 4.10 Reimbursement of Grants.

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

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

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

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

Section 4.11 Agreement to Pay Taxes.

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

Section 4.12 City and Agency Not Liable for Deficiency.

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

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

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

Section 4.14 Termination.

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

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

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

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

ARTICLE VI

RESTRICTIONS AND CONSENT

Section 6.01 Relocation.

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

Section 6.02 Use Restrictions.

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

Section 6.03 Consent.

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

ARTICLE VII

DEFAULT, REMEDIES; INDEMNIFICATION

Section 7.01 General Remedies of Agency and Redeveloper.

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

Section 6.02 Additional Remedies of Agency.

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

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

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

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

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

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

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

Section 7.03 Remedies in the Event of Other Redeveloper Defaults.

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

Section 7.04 Forced Delay Beyond Party's Control.

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

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

Section 7.05 Limitations of Liability; Indemnification.

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

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

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

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

ARTICLE VIII
MISCELLANEOUS

Section 8.01 Notice Recording.

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

Section 8.02 Governing Law.

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

Section 8.03 Assignment or Conveyance.

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

Section 8.04 Binding Effect: Amendment.

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

Section 8.05 Effective Date and Implementation of Redevelopment Contract.

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

Section 8.06 Notices to Parties.

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

Redeveloper:
Fremont Mall, LLC

With Copy to:

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

Agency and City:
Fremont City Clerk

With Copy to:

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

ATTEST:

Secretary

ATTEST:

Clerk

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

By: _____
Chairman

THE CITY OF
FREMONT, NEBRASKA

By: _____
Mayor

FREMONT MALL, LLC.

By: _____
Manager

DRAFT

STATE OF NEBRASKA)
) SS
COUNTY OF DODGE)

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

Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DODGE)

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

Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

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

Notary Public

EXHIBIT A

Attach Redevelopment Plan

DRAFT

EXHIBIT B

DESCRIPTION OF ENHANCED EMPLOYMENT AREA

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

DRAFT

EXHIBIT C

(FORM OF ENHANCED EMPLOYMENT ACT INDEBTEDNESS BOND)

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

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

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

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

No. R-1

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

**Date of
Original Issue**

**Date of
Maturity**

**Rate of
Interest**

_____ **2040**

6.00%

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

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

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

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

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

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

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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DRAFT

(FORM OF ASSIGNMENT)

ASSIGNMENT

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

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

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

Dated: _____

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

Signature Guaranteed By:

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

By: _____

Title: _____

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EXHIBIT D

ENHANCED EMPLOYMENT ACT ELIGIBLE PROJECT COSTS*

Enhanced Employment Act Eligible Project Costs (estimates)

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

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

*Costs may be shifted between categories

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

EXHIBIT E

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

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

EXHIBIT F

EXHIBIT G

LIST OF BUSINESS CLASSIFICATIONS

BUSINESS

CLASSIFICATION

EXHIBIT __

ENHANCED EMPLOYMENT ACT ELIGIBLE PROJECT COSTS*

Enhanced Employment Act Eligible Project Costs (estimates)

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*Costs may be shifted between categories

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

DRAFT

STAFF REPORT

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

Recommendation: Hold First Reading of the Ordinance No. 5521

Background:

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

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

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

The properties were formerly zoned R-4, residential.

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

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

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

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

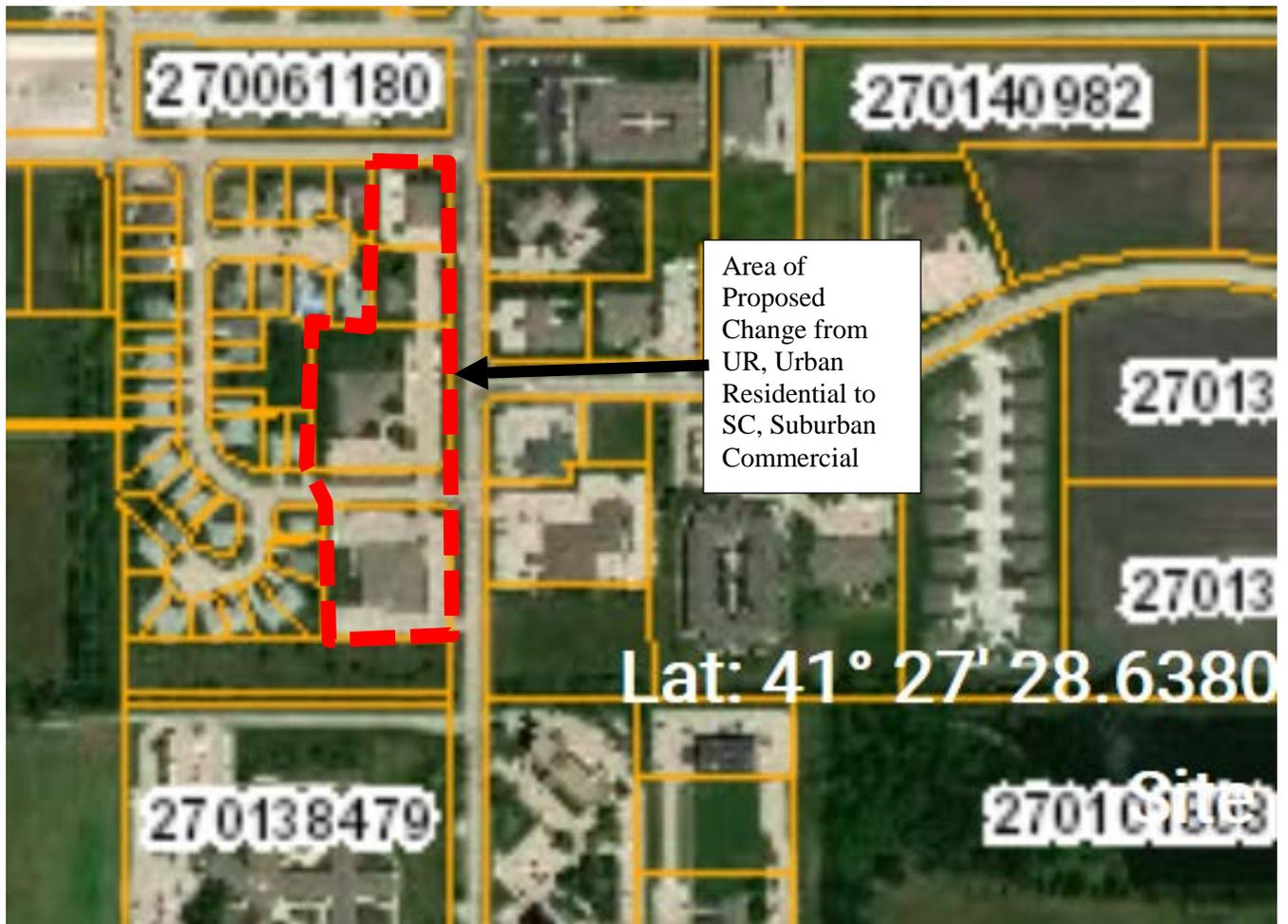
The owner of one of the properties intends to expand the building. The only way in which the owners of these properties can expand or rebuild is to change the zoning.

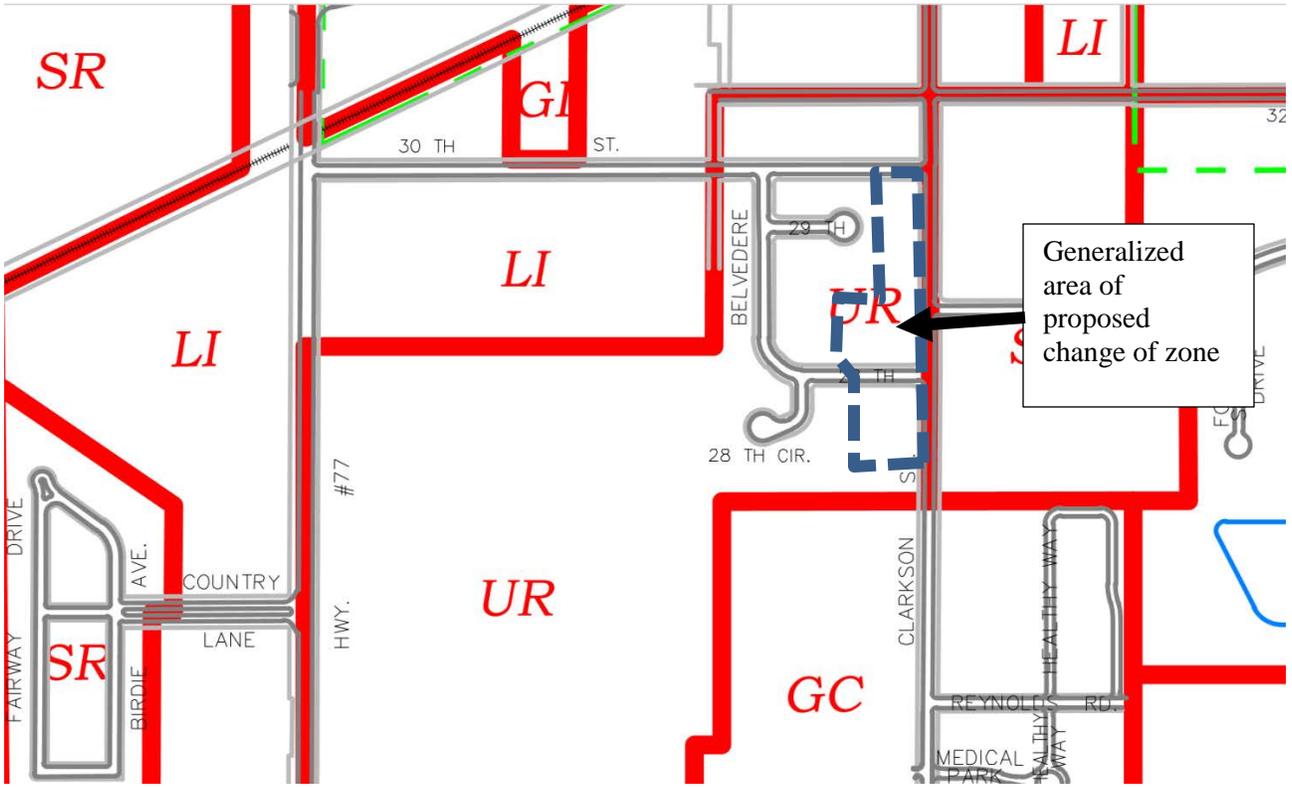
Since the properties are already developed with offices, there will not be an increased negative impact on the abutting residential properties.

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

in conformance with the UDC.

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





ORDINANCE NO. 5521

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED THIS 11th DAY OF FEBRUARY, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

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

Recommendation: Hold First Reading of Ordinance No. 5523

Background:

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

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

The proposed changes are as follows:

11-920 Definitions:

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

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

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

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

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

ZONING APPLICATION

PROPERTY INFORMATION

Address of Property _____

General Location (if no address is available) _____

Brief Legal Description of Property _____

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

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

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

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

Office Use Only

Submittal Date _____ Project No. _____

Payment Amount _____ Receipt No. _____

Other Comments _____

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

As proposed by: Jarod Borisow

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

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

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

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

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

Proposed Change:

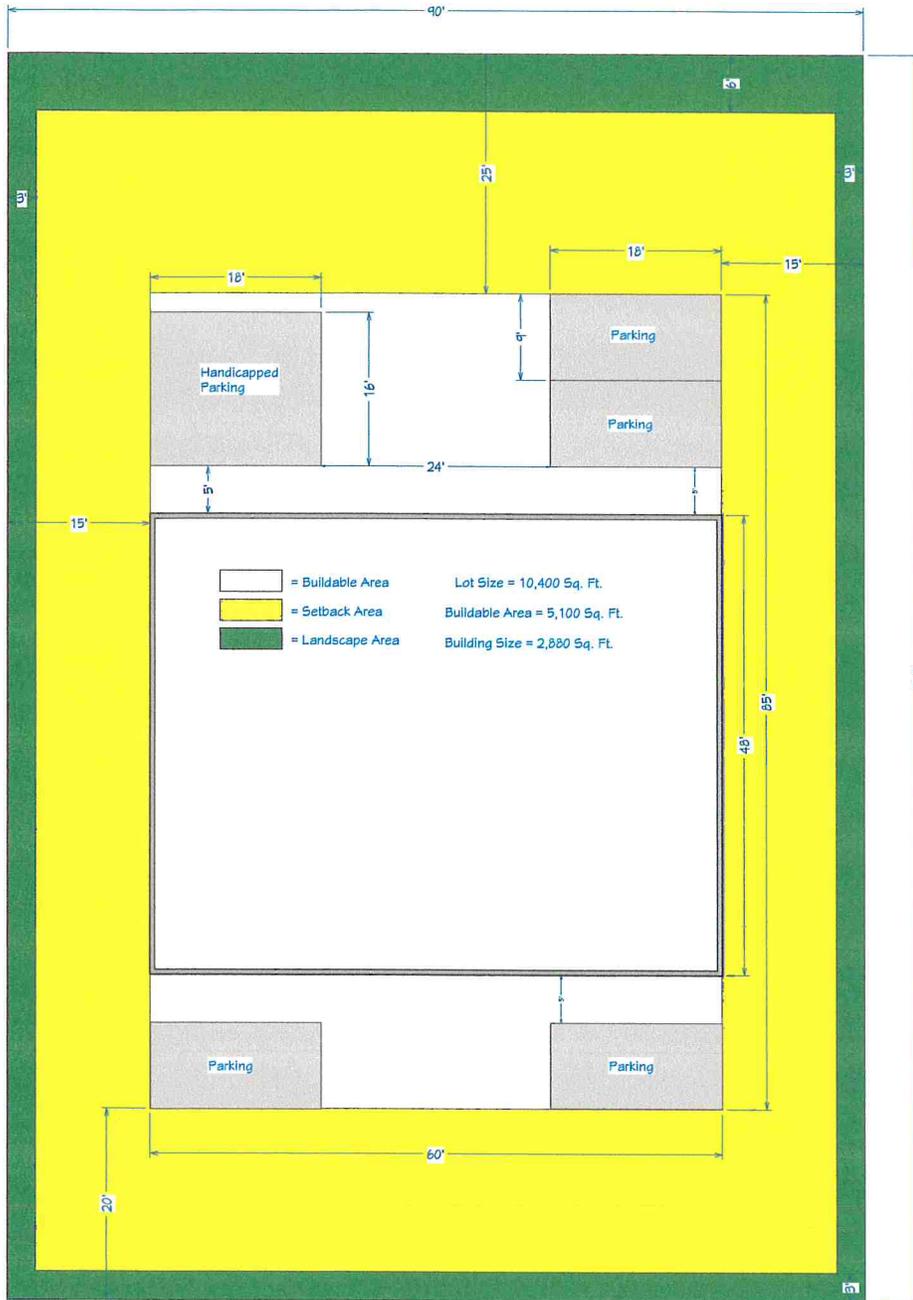
Front Yard. Open, landscaped area at grade between the front yard setback line(s) and the front lot line(s), and extending the full width of the lot. The front yard shall be reserved as a landscaped area, however it may be crossed by a sidewalk or driveway serving the property. Parking may be utilized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

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

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

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

Attachment 2 Plot as Currently Conforming



ORDINANCE NO. 5523

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

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

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

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

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

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

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

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

11-920 Definitions:

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

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

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

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

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

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

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

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

PASSED AND APPROVED THIS 11th DAY OF FEBRUARY, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

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

Recommendation: Move to receive Report of the Treasury

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

Fiscal Impact: As noted in the report. The City's total remained steady from December. The Utility total appears to have increased by \$6.4 million, but this change is predominantly due cashing in two CDARS certificates (noted below the total line), to cover continued construction payments on the WWTP improvements, using CDARS-invested bond proceeds issued for that purpose.

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

City of Fremont
 Report of Treasury - Cash and Investment Bank Balances
 December 31, 2019

Account Name	Statement ending balances					
	First National Bank - Fremont	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust
Governmental						
<u>Checking/Money Market</u>						
City Treasurer	\$ 8,638,860					
City Treasurer-M Mkt	\$ 1,558,549					
SID #4	\$ 61,245					
Special Revenue		\$ 254,247				
Infrastructure - Sales Tax						\$ 4,304
Insured M MKT ** -Sales Tax		\$ 6,280,572				
Public Safety - Sales Tax						\$ 942,470
Streets - Sales Tax						\$ 226,749
Streets - M Mkt			\$ 418,037			
Community Development Agy	\$ 136,490					
Keno			\$ 284,947			
CDBG Clearing	\$ 24,832					
CDBG Program Income	\$ 64,074					
E911	\$ 62,900					
Drug Task	\$ 27,103					
Employee Benefits			\$ 3,124,694			
Total Checking/Money Market	\$ 10,574,052	\$ 6,534,819	\$ 3,827,678	\$ -	\$ -	\$ 1,173,523
<u>CD Investments</u>						
General fund	\$ 4,500,000		\$ 3,250,000	\$ 200,000	\$ 2,000,000	
Sales Tax/Infrastructure fund						
Sales Tax/Streets fund						
Sales Tax/LB840 fund	\$ 1,500,000		\$ 500,000			
Street fund	\$ 1,000,000	\$ -	\$ 1,500,000			
KENO fund			\$ 300,000			
Trust Fund	\$ 100,000		\$ 60,000			
E911			\$ 250,000			
Special assessment Fund			\$ 750,000			
Employee Benefits	\$ 1,000,000		\$ -			
Work Comp	\$ 750,000		\$ -			
Total CD Investments	\$ 8,850,000	\$ -	\$ 6,610,000	\$ 200,000	\$ 2,000,000	\$ -
Total Governmental deposits	\$ 19,424,052	\$ 6,534,819	\$ 10,437,678	\$ 200,000	\$ 2,000,000	\$ 1,173,523
					Grand total	\$ 39,770,072

City of Fremont
 Report of Treasury - Cash and Investment Bank Balances
 December 31, 2019

Statement ending balances

Account Name	First National Bank - Fremont	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust
Proprietary Funds						
<u>Checking/Money Market</u>						
Combined Utilities Fund	\$ 16,164,396					
Electric Fund	\$ 607					
Comb Util Funds/Construction	\$ 9,019,784					
Electric Funds						\$ 2,026,618
Water Project Bond Acct	\$ 80,534					
Department of Utilities			\$ 676,934			
Sewer Improvement	\$ 3,390					
Sewer Funds						\$ 314,589
Gas Fund						\$ 757,830
Electric Fund				\$ 150		
Total Checking/Money Market	\$ 25,268,710	\$ -	\$ 676,934	\$ 150	\$ -	\$ 3,099,037
<u>CD Investments</u>						
Electric	\$ 2,750,000	\$ 2,000,000	\$ 5,096,000			
Water	\$ 675,000		\$ 200,000			
Sewer	\$ 250,000					
Gas	\$ 500,000					
Total CD Investments	\$ 4,175,000	\$ 2,000,000	\$ 5,296,000	\$ -	\$ -	\$ -
Total Proprietary deposits	\$ 29,443,710	\$ 2,000,000	\$ 5,972,934	\$ 150	\$ -	\$ 3,099,037
					Grand total	\$ 40,515,832
Grand total, all funds	\$ 48,867,763	\$ 8,534,819	\$ 16,410,612	\$ 200,150	\$ 2,000,000	\$ 4,272,560
					Grand total	\$ 80,285,904
CITY CDARS CERTIFICATES				\$ 4,100,000		\$ 3,225,000
DU CDARS CERTIFICATES	\$ -		\$ -	\$ 2,900,000	\$ -	\$ 2,600,000



CITY OF FREMONT NEBRASKA

CITY COUNCIL MEETING MINUTES

December 30, 2019

City Council Chambers 400 East Military, Fremont NE
REGULAR MEETING – 5:30 P.M.

REGULAR MEETING:

1. Meeting called to order. After the Pledge of Allegiance, the Mayor called the meeting of the City Council to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.
2. Roll call. Roll call showed Council Members McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus and Legband present. 7 Councilmembers present. Bechtel Absent
3. Mayor comments
(There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)

CONSENT AGENDA: Council Member Jacobus moved seconded by Council Member Yerger to approve the Consent Agenda item 5, with the date amended to December 10, 2019. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried.

5. Dispense with and approve December 10, 2019 City Council Meeting Minutes.

ITEMS REMOVED FROM THE CONSENT AGENDA FOR SEPARATE DISCUSSION:

4. Motion to approve December 11, 2019 through December 30, 2019 claims and authorize checks to be drawn on the proper accounts. Council Member Jensen moved, seconded by Council Member Jacobus to receive invoice, contractual interest statement and potential conflict of interest statement. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Jacobus moved, seconded by Council Member Legband to approve the Getzschman Heating, LLC invoice. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Legband moved, seconded by Council Member Jensen to receive the December 2019 Collection Report. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried. Council Member Yerger moved, seconded by Council Member Jacobus to approve December 11, 2019 through December 30, 2019 claims and authorize checks to be drawn on the proper accounts. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried.

UNFINISHED BUSINESS: requires individual associated action

6. Mayor Getzschman item - Ordinance 5519 pertaining to the sale and conveyance of real estate, a portion of Lot 4 of the Nelson Business Park owned by the City of Fremont, Nebraska to Del Peterson and Associates, Inc., a Nebraska Corporation, pursuant to Nebraska law (second reading). Council Member Jensen moved, seconded by Council Member Legband to hold second reading of the Ordinance. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried. City Clerk provided second reading of the Ordinance.

7. Adjournment. Moved by Council Member Jacobus seconded by Council Member Legband to adjourn the meeting. Ayes: McClain, Ellis, Kuhns, Yerger, Jensen, Jacobus, Legband. Motion carried. Meeting adjourned at 5:41 p.m.

APPROVED AND ACCEPTED THIS 14TH DAY OF JANUARY, 2020 AS THE OFFICIAL COPY OF THE
FREMONT, NEBRASKA CITY COUNCIL MINUTES FOR DECEMBER 30, 2019.

Tyler Ficken, City Clerk

Scott Getzschman, Mayor

STAFF REPORT

TO: Mayor and City council
FROM: Keith Kontor, Water-Wastewater Superintendent
DATE: January 14, 2020
SUBJECT: Biosolids Management Contractor

Recommendation: Approve Resolution 2020-004 for Biosolids Management Contractor

Background: Prior to this agreement, the City contracted with the University of Nebraska Ag Extension service for Biosolids management; however, the University decided to not continue this service for the City. Bids were solicited for management services and three bids were received (shown below).

The Utility and Infrastructure reviewed the agreement and recommends City Council approve the agreement with Nunn (NE-IA) Agronomics for biosolids management.

Nunn Agronomics	\$12,000
Nutrient Advisors	\$13,500
Frontier Coop	No Bid

Fiscal Impact: \$12,000/yr. Budgeted

RESOLUTION NO. 2020-004

A Resolution of the City Council of the City of Fremont, Nebraska authorizing the Mayor to execute an agreement with NE-IA Agronomic Services for Biosolids management.

WHEREAS, the City of Fremont sought bids for a for Biosolids Management Contractor to assist with biosolids management; and

WHEREAS, the Utility and Infrastructure Board reviewed the bids and recommends approval of the agreement with NE-IA Agronomics Services.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of the Utility and Infrastructure Board and authorize the Mayor to execute an agreement with NE-IA Agronomic Services.

PASSED AND APPROVED THIS 14th DAY OF JANUARY 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

LAND APPLICATION OF BIOSOLIDS

THIS AGREEMENT is hereby entered into between the City of Fremont, Nebraska, hereinafter referred to as "City", and NE—IA Agronomics, LLC, hereinafter referred to as "Contractor", for a project wherein the City and Contractor will cooperate in the application of biosolids from the City's Wastewater Treatment Plant on agricultural crop land.

WHEREAS, the City's Wastewater Treatment Plant produces residual waste, hereafter known as biosolids; and

WHEREAS, biosolids can be used as organic fertilizer and soil amendments on agricultural crop land; and

WHEREAS, the City desires to offer biosolids from the City's treatment facility to area agricultural producers as an organic fertilizer and soil amendments on agricultural crop lands.

NOW, THEREFORE, based upon the mutual terms and conditions contained herein it is hereby agreed between the parties as follows:

1. Description of Project. The project will develop economically and environmentally sound practices for application of biosolids from the City Treatment Facilities, for use as organic fertilizer and soil amendments on agricultural crop land. The effects of the application will be closely monitored and data will be gathered and compiled regarding the effects of the application of biosolids.
2. Term. This agreement shall continue in full force for 4 years and have an option of a 4-year renewal if agreed upon by both parties.
3. Responsibilities of City. The City shall be responsible for performing the following duties under this Agreement:
 - a. Production of biosolids that are within the guidelines that have been established by the Environmental Protection Agency (EPA) 503 Regulation (Title 40 of the Code of Federal Regulation [CFR], Part 503), hereafter known as "the EPA Part 503 Regulations."
 - b. Appoint a staff representative to coordinate activities of the project with the Contractor.
 - c. Provide and pay for the necessary hauling and spreading of biosolids to agricultural lands.

- d. Assist in the development of biosolids markets.
 - e. Comply with local, state and federal laws and regulations regarding the application of biosolids to agricultural crop lands.
 - f. Provide physical and chemical analysis data as necessary for compliance with EPA Part 503 Regulations and other laws, regulations and permits.
 - g. Be responsible for any warranties or representation of the fitness of biosolids for organic fertilizer and soil amendments on agricultural lands.
 - h. Indemnify and hold harmless the Contractor from claims of negligence made against the City.
 - i. Maintain the overall management and funding for the project.
4. Responsibilities of the Contractor. The Contractor shall be responsible for performing the following duties under the Agreement:
- a. Provide administrative support for the project, including:
 - 1. Identify acceptable agriculture crop lands for biosolids application.
 - 2. Assist the City by coordinating the hauling, delivery, and spreading of biosolids to agricultural lands.
 - 3. Provide biosolids training to agricultural producers.
 - 4. Obtain the required biosolids contracts between the agricultural producers and the City, and between the agricultural producers and the applicable County.
 - 5. Perform soil and plant tissue sampling for analysis and subsequently applying such analysis to ongoing biosolids applications.
 - 6. Develop agricultural application rates and incorporation methods of biosolids in compliance with the EPA Part 503 Regulations and other said laws, regulations and permits.
 - 7. Maintain records including biosolids applications, soil and plant tissue sampling and analysis, related crop performance results, and other related information and analysis.
 - 8. Indemnify and hold harmless the City from claims of

negligence made against the Contractor.

- b. Physical and chemical soil analysis of all crop land soils utilized in the project.
5. Budget. The financial support for the project shall be in an amount established by City. Annually the City and the Contractor may meet to review the costs associated with the application of biosolids on agricultural lands in an attempt to assist the City in developing an annual budget.
6. Termination. This Agreement may be terminated by either party by giving ninety (90) day written notice to the other party.
7. Reports.
 - a. The Contractor will provide reports to the City, if requested, including biosolids applications, soil and plant tissue sampling and analysis, and related crop performance results.
8. Mutually Hold Harmless. Each party agrees to indemnify and hold harmless to the fullest extent allowed by law, the other party from and against any and all claims, damages, losses, and expenses (including Attorney's fees) arising out of or resulting from its acts and the acts of its agents and employees in performance of this agreement. Further, each party shall maintain a policy or policies of insurance sufficient in coverage and amount to pay any judgments or related expenses resulting from or in conjunction with any such claims. Each party agrees that it will be responsible for its own acts and omissions and the results of its own acts and omissions, and shall not be responsible for the acts or omissions of the other party. The parties agree to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this Agreement, including acts or omissions by each party's own agents or employees related to this Agreement. Liability includes any claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from performance of the Agreement that results in any claim for damage whatsoever including any bodily injury, sickness, disease, property, including any resulting loss of use.
9. Employees. Employees of the City shall continue to be employees of the City in performing terms of the Agreement and at no time shall they be deemed employees of the Contractor. Employees of the Contractor shall continue to be employees of the Contractor in performing terms of the Agreement and at no time shall they be deemed employees of the City.
10. County Zoning Regulations. Nothing in the Agreement shall be construed to supersede any County Zoning Regulations now in affect or adopted hereafter. If

any portion of the Agreement conflicts with the County Zoning Regulations now in effect or adopted hereafter, that portion of the Agreement shall be void, but all other conditions of the Agreement shall survive.

11. Amendments. Any amendments to this Agreement must be made in writing and signed by both parties to the Agreement.

This Agreement becomes effective, by agreement of the parties,

EXECUTED THIS 14th day of January, 2020, by the City of Fremont, Nebraska,

CITY OF FREMONT

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

NE-IA AGRONOMICS, LLC

Scott Nunn

ATTEST:

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: January 14, 2020

SUBJECT: Deed of Reconveyance completing CDBG Loan payments(s): Kudrna, 1236 N. Platte Ave.

Recommendation: Authorize the Mayor to sign Deed(s) of Reconveyance

Background: The borrower(s) have met the requirements of the CDBG loan, and the loan(s) have been paid and/or forgiven.

DOCUMENT#: **201106204**
Recorded 12-30-2011 at 9:48 AM
Carol Givens, Register of Deeds
DODGE COUNTY NE
Pages: 3 Fee: \$15.50

***The above recording information verifies
this document has been electronically
recorded and returned to the submitter***

NED Inc., 111 South 1st Street, Norfolk, NE 68701

DEED OF TRUST

THIS DEED OF TRUST is made on December 20, 2011.

The Trustor is Launa J Kudrna, a single person, also known as Borrowers.

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

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

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

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

Lot 7, Except the South 3 feet of the West 83.7 feet, Fremont Homes, a subdivision of Block 5, Umstead's Addition to the City of Fremont as surveyed, platted and recorded in Dodge County, Nebraska

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

Borrowers owe Lender up to \$20,000.00, evidenced by Borrowers' Note of even date, payable according to the terms thereof.

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

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

BORROWERS AND LENDER AGREE AS FOLLOWS:

1. Borrowers shall pay when due, the principal and interest as provided in said Note.
2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due.
3. Borrowers shall pay all general real estate taxes and special assessments against the property before the same become delinquent.
4. If Lender determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument, Lender may give Borrowers a notice identifying the lien and Borrowers shall satisfy the lien within ten (10) days.

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

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

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

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

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

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

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

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

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

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

13. Upon acceleration under paragraph 12 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to

collect the rents of the property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this security instrument.

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

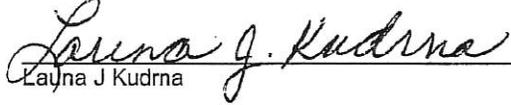
15. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded the county in which this security instrument is recorded. Without conveyance of the property, the successor Trustee shall succeed to all the title, power, and duties conferred upon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

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

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

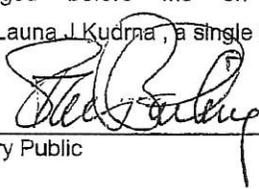
18. Borrowers request that copies of all notices provided herein be sent to Borrowers' address, which is 1236 North Platte Avenue, Fremont, NE 68025.

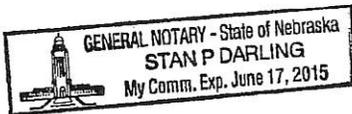
IN WITNESS WHEREOF, the Borrowers have signed this Agreement.


Launa J Kudrna

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me on this 22nd day of December, 2011 by Launa J Kudrna, a single person.


Notary Public



DEED OF RECONVEYANCE

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

The indebtedness secured by the Deed of Trust executed by Launa J. Kudrna, as Trustor(s) to Michael T. Brogan as Trustee, for the benefit of the City of Fremont as beneficiary dated December 22, 2011, and recorded on December 30, 2011, in the Office of the Register of Deeds of Dodge County, Nebraska recorded at Document #: 201106204, has been paid, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed and delivered as confirmed by its endorsement below.

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

Lot 7, Except the South 3 feet of the West 83.7 feet, Fremont Homes, a subdivision of Block 5, Umstead's Addition to the City of Fremont as surveyed, platted and recorded in Dodge County, Nebraska

Dated: _____

By: _____
Michael T. Brogan, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF MADISON)

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

Witness my hand and seal:

Notary Public

REQUEST FOR RECONVEYANCE

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

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

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

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

Witness my hand and seal:

Notary Public

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: January 14, 2020

SUBJECT: Keno Operator Contract

Recommendation: Move to approve Resolution 2020-005

Background: The Keno operator agreement with EHVP Lottery Services LLC dba Big Red Keno expires February 25, 2020. This renewal will extend the contract for five years. There are no known issues with the current operator. Keno revenues have increased since 2015; 2019 revenues have surpassed 2015 revenues by more than 25%. Fremont has interlocal agreements with, Inglewood, Kennard and Cedar Bluffs, and we receive a portion of their Keno Revenues.

Fiscal Impact: revenue goes to Keno Fund, which is used primarily for property tax relief.

RESOLUTION NO. 2015-035

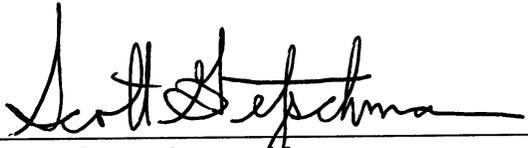
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, EXTENDING THE TERM OF THE FREMONT LOTTERY OPERATOR AGREEMENT FOR A FIVE YEAR PERIOD ENDING FEBRUARY 25, 2020.

WHEREAS, The City of Fremont (City) has established a Keno Lottery, pursuant to law, which is operated, pursuant to contract, by EHPV Lottery Services LLC (Big Red Keno); and,

WHEREAS, Big Red Keno has requested an extension of said contract and remains in good standing with the City of Fremont

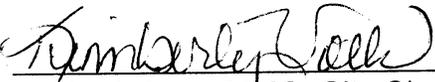
IT IS THEREFORE RESOLVED, that the term of the Fremont Lottery Operator Agreement is extended through February 25, 2020.

PASSED AND APPROVED THIS 24TH DAY OF FEBRUARY, 2015.



Scott Getzschman, Mayor

ATTEST:



Kimberly Volk, MMC, City Clerk



RESOLUTION NO. 2020-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, EXTENDING THE TERM OF THE FREMONT LOTTERY OPERATOR AGREEMENT FOR A FIVE YEAR PERIOD ENDING FEBRUARY 25, 2025.

WHEREAS, The City of Fremont (City) has established a Keno Lottery, pursuant to law, which is operated, pursuant to contract, by EHPV Lottery Services LLC (Big Red Keno); and,

WHEREAS, Big Red Keno has requested an extension of said contract and remains in good standing with the City of Fremont,

IT IS THEREFORE RESOLVED, that the term of the Fremont Lottery Operator Agreement is extended through February 25, 2025.

PASSED AND APPROVED THIS 14th DAY OF JANUARY, 2020.

Scott Getzschman, Mayor

ATTEST

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Director of Public Works

DATE: January 14, 2020

SUBJECT: Authorize Mayor to Sign Banner Permit with the Nebraska Department of Transportation (NDOT).

Recommendation: Approve Resolution 2020-006

Background: The City of Fremont annually submits a banner permit to the NDOT for permission to place a banner over any highways in City Limits. This would primarily apply to Broad Street/Hwy 77. This is not an application for a specific date or event, as this application covers the entire year of 2020 whether the City places a banner or not.

The Utility and Infrastructure Board approved recommending approval by the City Council to authorize the Mayor to sign the permit.

Fiscal Impact: Submittal of the document carries no fiscal responsibilities.

Comprehensive Annual Banner Application

and

Banner Permit

Applicant: *(Name and Address)*

Date: _____

Phone: _____

Fax No.: _____

Email: _____

Purpose of Application:

It is the City or Village's desire to obtain permission from the Nebraska Department of Transportation (NDOT) to install banners within the state highway right of way during calendar year _____. The banners erected will be for the following purposes:

1. to announce plans for upcoming events, or,
2. to promote community pride and spirit, or,
3. to serve as a non-message decoration.

NDOT Authority:

Neb. Rev. Stat. 39-1359 provides the Department authority to control the use or occupancy of state highway right-of-way. Section 39-1359 states as follows: "The rights-of-way acquired by the department shall be held inviolate for state highway and departmental purposes and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of the department."

Criteria for Placement, Restrictions and Limitations, and Permit Requirements:

The City or Village affirms and declares that they accept and will abide by the NDOT Banner Policy, dated July 1, 2005. The NDOT, by approving the City or Village's application, does so on the basis of the City or Village's affirmation and declaration.

Cancellation/Revocation of Permit:

The permit issued by the NDOT may be cancelled or revoked when the NDOT has actual knowledge that the City or Village has failed to comply with the provisions of this permit. In the event that the City or Village has failed to remove any banners upon request by the NDOT, the NDOT reserves the right to remove any or all banners at the expense of the Village or City.

City or Village

Title of Representative

By (Printed Name)

Nebraska Department of Transportation

Signature

District Engineer Approval

Date

RESOLUTION NO. 2020-006

A Resolution of the City Council of the City of Fremont, Nebraska authorizing Mayor to sign Comprehensive Annual Banner Permit with the Nebraska Department of Transportation, (NDOT).

WHEREAS, The City of Fremont wishes to renew the Comprehensive Annual Banner Permit with the NDOT; and

WHEREAS, The Comprehensive Annual Banner Permit is not date specific, but authorizes the City to place a banner over a State Highway if the need should arise.

WHEREAS, The Utility and Infrastructure Board recommended approval by the City Council to authorize the Mayor to sign the permit.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council authorize the Mayor to sign Comprehensive Annual Banner Permit with the Nebraska Department of Transportation, (NDOT).

PASSED AND APPROVED THIS 14 DAY OF JANUARY, 2020

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shelly Holzerland, Communications Director
DATE: January 14, 2020
SUBJECT: Upgrade of VIPER 911 system

Recommendation: Approve resolution 2020-007 to enter in to a contract with CenturyLink to upgrade the VIPER 911 system

Background: The current 911 system was installed in 2013. It has been properly maintained but it is now in need of an upgrade of the hardware and software. The 911 center is also preparing to transition to NG-911. This upgrade will take that transition in to account and prepare the PSAP to function in the NG-911 IP based environment and to act as a regional host, if necessary.

Fiscal Impact: this is a budgeted expense. The PSAP has "set aside" funds from the wireless 911 funding it receives from the state. \$54,697.00 will be paid from the set-aside funds. Total funding amount is \$124,534.96

This project is part of the combined city/county PSAP. This will be split 50/50 with Dodge County, in accordance with the Interlocal agreement.



Customer: Fremont/Dodge County Communications
Quote #: NE-41375
Project Name: Multinode Viper Upgrade
Created On: 11/14/2019
Expiration Date: 1/13/2020
Account Manager: John Drury
Sales Engineer: Steve Deloach

Customer Notes:

This quote is for a Dodge County Multi-Node Viper. 4 Positions. Existing SMOM Phones will be reused. M1K Interface included for Shoretel Interface. County will utilize E-CATS for Statewide MIS.

Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
LOCATION: Fremont/Dodge County Communications					
Materials					
912817/BB	7 Foot Cabinet Prebuilt Building Block	\$ 23,928.57	1	\$ 23,928.57	
912890/BB	Media Kit Prebuilt Building Block	\$ -	1	\$ -	
912800	VIPER Gateway Shelf	\$ 730.71	2	\$ 1,461.42	
912801	CAMA Interface Module (CIM)	\$ 1,985.48	2	\$ 3,970.96	
912811/U	Application Server Position Access License Upgrade	\$ -	5	\$ -	
912812/U	PBX Access License Upgrade	\$ -	4	\$ -	
C10036	Power Cord Cable with A/C twist lock connector	\$ 178.57	3	\$ 535.71	
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	\$ 2,619.05	2	\$ 5,238.10	
914121/1	IWS Workstation - Software and Configuration	\$ 325.00	4	\$ 1,300.00	
P10097	23" LED Backlit Monitor	\$ 500.00	4	\$ 2,000.00	
911801	A9C G3, Desk Mounting Kit	\$ 143.93	4	\$ 575.72	
911809	A9C G3, Call Handling Accessories	\$ 391.19	4	\$ 1,564.76	
911810-1	A9C G3 : Bundle	\$ 4,192.38	4	\$ 16,769.52	
911785	Position Image - Power Station Gen3	\$ 73.81	1	\$ 73.81	
917310/U	ePrinter Software Upgrade	\$ -	1	\$ -	
ITXTOTF2	TXT29-1-1 P911 Integrated One-time-fee per PSAP (1-4 seats)	\$ 1,488.10	1	\$ 1,488.10	
P10063	ITS Equipment	\$ 2,232.14	1	\$ 2,232.14	
914961	IWS Server RACK - Type B	\$ 10,232.14	1	\$ 10,232.14	
914956	1U Keyboard/LCD/Trackball/8-Port KVM	\$ 2,142.86	1	\$ 2,142.86	
P10114/R	Backup Disk Solution for Windows Server (Rack-Mount)	\$ 4,047.62	1	\$ 4,047.62	
QBOM INSTALL MAT	Misc Cables and Connectors	\$ 1,190.48	1	\$ 1,190.48	
CF389A#BGJ	Laser Jet Printer	\$ 508.17	1	\$ 508.17	
GP933-NG911	GPS/GNSS Command Center Package - up to 4 networks	\$ 8,171.13	1	\$ 8,171.13	
912871/BB	Mediant 1000B Prebuilt Building Block	\$ 2,404.76	1	\$ 2,404.76	
912870/1T1	Mediant 1000 Spare Part Digital Voice Module Single Span	\$ 2,940.48	1	\$ 2,940.48	
912870/LIC	Mediant 1000 Access License (per Chassis)	\$ 6,919.64	1	\$ 6,919.64	
913100/U	Power 911 Client Access License Upgrade	\$ -	4	\$ -	
913152/U	Power 911 Add-on Recorder for Radio Upgrade	\$ -	4	\$ -	
913202/U	Power 911 Server Access License Upgrade	\$ -	4	\$ -	
913152/CD	ITRR Media Kit	\$ -	1	\$ -	

914148	Firewall Appliance	\$ 1,607.14	1	\$ 1,607.14	
914148/CD	Call Handling Firewall - Media Set	\$ 119.05	1	\$ 119.05	
Miscellaneous Fees					
DISCOUNT MNTC	Maintenance Discount	\$ (25,000.00)	1	\$ (25,000.00)	
Implementation					
QINTR-WEST SAFETY SOLUTIONS, CORP.	Integration	\$ 15,175.48	1	\$ 15,175.48	
950853	Back Room Equipment Staging - Per Cabinet	\$ 2,083.33	1	\$ 2,083.33	
950852	Front Room Equipment Staging - Per Position	\$ 297.62	4	\$ 1,190.48	
950104	Professional Services (per Day)	\$ 1,785.71	7	\$ 12,499.97	
960575	Living Expense per Day per Person	\$ 238.10	9	\$ 2,142.90	
960580	Travel Fee per Person	\$ 1,488.10	1	\$ 1,488.10	
950510	Project Management Services	\$ 2,380.95	1	\$ 2,380.95	
Shipping and Handling					
Shipping & Handling	Shipping & Handling	\$ 1,151.44	1	\$ 1,151.44	
				Location Sub-Total \$	114,534.93
LOCATION: Fremont/Dodge County Communications -Training - Required When Migrating To GUI3					
Implementation					
960780	Power 911 Administrator Training	\$ 1,785.71	1	\$ 1,785.71	
960801	Power 911 User Training	\$ 1,785.71	1	\$ 1,785.71	
960575	Living Expense per Day per Person	\$ 238.10	4	\$ 952.40	
960580	Travel Fee per Person	\$ 1,488.10	1	\$ 1,488.10	
P10087	CCS Training	\$ 1,785.71	1	\$ 1,785.71	
960575	Living Expense per Day per Person	\$ 238.10	3	\$ 714.30	
960580	Travel Fee per Person	\$ 1,488.10	1	\$ 1,488.10	
				Location Sub-Total \$	10,000.03

Annual Maintenance Years 1-5				
Centurion Maintenance	Vendor Support	Year	TOTAL	
\$7,970.64	\$12,466.67	1	\$20,437.31	12
\$7,970.64	\$8,800.00	2	\$16,770.64	12
\$7,970.64	\$8,800.00	3	\$16,770.64	12
\$7,970.64	\$8,800.00	4	\$16,770.64	12
\$7,970.64	\$8,800.00	5	\$16,770.64	12
SUBTOTAL			\$87,519.87	60

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for Customer Representative:

Customer Signature: _____

Job Title: _____

Date: _____

CenturyLink Representative: _____

CenturyLink Signature: _____

Job Title: _____

Date:

RESOLUTION NO. 2020-007

A Resolution of the City Council of the City of Fremont, Nebraska, to approve contract with CenturyLink to upgrade the VIPER 911 system.

WHEREAS, The 911 VIPER hardware and software has been in place 6 years;
and,

WHEREAS, the performance of the equipment is crucial to public safety; and,

WHEREAS, an upgrade of the existing hardware/software will keep the 911 system working at peak performance.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont accept and authorize staff to sign the contract with CenturyLink to perform the necessary upgrades of the VIPER 911 system at a cost of \$124,534.96

PASSED AND APPROVED THIS 14th day of January, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer McDuffee, Director of Human Resources
DATE: January 14, 2020
SUBJECT: Appointment of Police Sergeant

Recommendation: Move to appoint Dominic Savio as Police Sergeant per Mayor recommendation.

Background: A sergeant's position is open, so the Civil Service provided list of qualified candidates to the Mayor.

Fiscal Impact: None, position is included in approved budget.



400 East Military Avenue, Fremont, NE 68025-5141

December 27, 2019

Honorable Mayor and City Council
City of Fremont
Fremont, NE 68025

Dear Mayor and City Council:

The Civil Service Commission certifies the following top three candidates are eligible for appointment to one Police Sergeant vacancy in the Fremont Police Department.

Dominic Savio
Jesse Headid
Adam Macpherson

Fremont, NE
Cedar Bluffs, NE
Omaha, NE

Relevant experience, education, and training were evaluated to assess the suitability of the applicants for the vacancy.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen F. Tellatin", is written over a faint, circular blue stamp.

Stephen F Tellatin
Civil Service Commission

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Tyler Ficken, City Clerk
DATE: January 14, 2020
SUBJECT: Nuisance Lien Atlantica, LLC

Recommendation: Move to approve the Resolution 2020-008

Background: Owner has been billed for work completed by the Street Department as ordered by the Building Department. The bill remains unpaid after two months. State Statute allows the City of file a lien against the property. Owners on record when the work was completed as follows:

Owner	Location	Amount
Atlantica, LLC	Northside, Lot 13 Block 4	\$271.95

Fiscal Impact: +\$271.95

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

7011 1570 0002 0374 0341
THEO H2EO 2000 025T FT02

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To Atlantica LLC
Street, Apt. No. or PO Box No. 18201 Cypress Plaza
City, State, ZIP+4 Jacksonville FL 32256
PS Form 3800, August 2006 See Reverse for Instructions

RESOLUTION NO. 2020-008

A Resolution of the City Council of the City of Fremont Nebraska, levying a special tax and assessment in the amount of \$271.95 against Lot 13, Block 4, Northside to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: Atlantica, LLC) to pay the costs of weed and debris removal and assessment.

Whereas, the Chief Building Inspector notified or attempted to notify by certified mail the owner and/or occupant of the property described as Lot 13, Block 4, Northside to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska in Dodge County, Nebraska, and

Whereas, the City Council, under the direction of the Chief Building Inspector, ordered the nuisance removed and directed the owner and/or occupant be billed the actual cost of employee and equipment hours spent removing the nuisance, and

Whereas, the cost of removing said nuisance has been properly billed and remains unpaid after two months from the billing date.

NOW THEREFORE BE IT RESOLVED: There is hereby levied and charged against Lot 13, Block 4, Northside to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska (owner: Atlantica, LLC) in Dodge County, Nebraska, a special assessment in the amount of \$271.95 to pay the cost of nuisance removal and assessment.

PASSED AND APPROVED THIS 14TH DAY OF JANUARY, 2020.

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

STAFF REPORT

TO: Utility & Infrastructure Board
FROM: Dean Kavan, Stores Supervisor
DATE: January 14, 2020
SUBJECT: Purchase of 2020 Ford F-150 4x4 crew cab Pickup Truck

Recommendation: Approve Resolution 2020-009

BACKGROUND:

The Warehouse has budgeted funds for a pickup truck. This new truck will replace a 2006 pickup truck.

Staff recommends purchasing a 2020 Ford F-150 4x4 crew cab truck through the State of Nebraska purchasing contract from Diers Ford. The 2020 Ford F-150 4x4 crew cab truck from Diers Ford is \$30,425.00 before tax.

The Utility and Infrastructure Board recommends approval of the purchase by City Council.

FISCAL IMPACT: FY 2019-2020 Capital Budget Expenditure of \$30,425.00 (before tax).

F-150 Crew Cab White
 3.5 eco boost Auto 4x4
 Cloth interior
 Electric windows, locks, cruise
 Trailer hitch & controller
 Back up camera & alarm
 rhino lining in box

BID SUMMARY

	Company	Diers Ford	Steffy's Ford	Sid dillon Ford
Address				
City, State, Zip		Fremont, NE	Fremont, NE	Fremont, NE
E-mail address		Gordy	Lonnie	Ron
Item #1				
Item #2				
Item #3				
Item #4				
Item #5				
Item #6				
TOTAL BID		\$ 30,425 *	30,698	34,723

For Truck #(if applicable) _____



 Authorized Signature

Ⓢ

RESOLUTION NO. 2020-009

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the Fremont Department of Utilities Staff to purchase a 2020 Ford F-150 4X4 crew cab pickup truck from Diers Ford on the State of Nebraska Contract #08-344L in the before tax amount of \$30,425.00.

WHEREAS, The Fremont Department of Utilities plans and budgets for equipment; and

WHEREAS, Staff has determined that the best value is to purchase a 2020 Ford F-150 4x4 crew cab pickup truck through the State of Nebraska purchasing contract #08-344L for \$30,425.00; and

NOW, THEREFORE BE IT RESOLVED, that the City Council accept the recommendation of the Utility & Infrastructure Board to authorize the Department of Utility staff to purchase a 2020 Ford F-150 4x4 crew cab pickup truck from Diers Ford, through the State of Nebraska purchasing contract #08-344L in the before tax amount of \$30,425.00.

PASSED AND APPROVED THIS 14th DAY OF JANUARY, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Keith Kontor, Water-Wastewater Superintendent
DATE: January 14, 2020
SUBJECT: Purchase Jet Truck

Recommendation: Accept recommendation from Utility and Infrastructure Board to approve resolution 2020-010 to purchase a new Jet Truck from Mid-Iowa Solid Waste Equipment.

Background: The Fremont Water/Sewer department has evaluated different jet trucks to see which would best fulfill the needs of the department. Following evaluation of the equipment, the 800-HPR-ECO truck mounted high pressure sewer cleaner was selected. This truck will replace a 2000 Mid-Iowa Jet Truck. Pricing was obtained using NJPA/Sourcewell. The cost for the equipment is \$228,487.92.

Sourcewell Contract # 122017-SCA

List price 800-HPR-ECO	\$156,636.00
Discount	\$ 4,699.08
List Price Freightliner Chassis	\$119,344.00
Discount	\$ 44,949.00
Freight & Delivery	\$ 2,156.00
Total Cost	\$228,487.92

Fiscal Impact: Budgeted

RESOLUTION NO. 2020-010

A Resolution of the City Council of the City of Fremont, Nebraska, authorizing the staff to execute a contract with Mid-Iowa Solid Waste Equipment to purchase a 800-HPR-ECO truck mounted High pressure Sewer Cleaner (Jet Truck) for \$228,487.92

WHEREAS, The City of Fremont will purchase a 800-HPR-ECO Jet truck from Mid-Iowa Solid Waste Equipment using the Sourcewell contract # 122017-SCA; and,

WHEREAS, The Utility and Infrastructure Board recommends authorizing staff to execute a purchase agreement with Mid-Iowa Solid Waste Equipment for a 800-HPR-ECO jet truck.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont accept the recommendation of the Utility and Infrastructure Board and authorize staff to execute a purchase agreement with Mid-Iowa Solid Waste Equipment for a 800-HPR-ECO Jet truck for \$228,487.92.

PASSED AND APPROVED THIS 14th DAY OF JANUARY, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Troy Schaben, Assistant City Administrator – Utilities
DATE: January 14, 2020
SUBJECT: Sanitary Sewer Connection Fee Policy

Recommendation: Hold second reading of Ordinance 5512 for Connection to Existing Sanitary Sewer System

Background:

The City Council voted on November 12, 2019 to continue 2nd reading to the last meeting in November. At the November 26, 2019 meeting, Council voted to continue the item until the December 10, 2019 meeting. At the December 10, 2019 meeting, Council voted to continue the item until the first meeting in January 2020.

The City does not have a City Council-approved policy on connections to an existing sanitary sewer. The City/Utility practice on connection to an existing sanitary sewer (that was not constructed as part of Connection or Assessment District) has been that all adjacent landowners pay ½ the frontage in feet times the cost of the sewer (approx. \$10-12 per foot). Subdivisions that construct an interior sewer system at 100% developers cost, which connect to the existing system, have not paid the connection fee.

Attached is the rate consultant study and the proposed Ordinance for connection to existing sanitary sewer system.

Fiscal Impact:

Impact will be minimal as this is a codification of existing practice.

October 15, 2019

Mr. Brian Newton
City Administrator
City of Fremont Department of Utilities
400 East Military Avenue
Fremont, NE 68026

RE: Sewer Line Extension Policy

Dear Brian:

JK Energy Consulting, LLC (JKEC) is pleased to submit this letter report and proposed Sewer Line Extension Policy for the City of Fremont Department of Utilities (Fremont) and its sewer system. The purpose of the Line Extension Policy is to provide guidance to Fremont on the proper level of compensation it should collect from customers who are not connected to the system and who have not paid to connect through some other method, such as implementation of an improvement district.

Background

Fremont currently does not have a written policy addressing the compensation required when a customer requests connection to the sewer system. Most new customers pay for required improvements through the establishment of an improvement district or similar mechanism that assesses costs to customers and requires payment of costs, including new facility costs as well as a cost for existing facilities, upon establishment of the district. There are a number of pre-existing customers, particularly in areas outside the corporate limits of the City, that were not connected to the sewer system when it was built. These customers typically have private septic systems.

As existing septic systems need to be replaced, it is not unusual for a property owner to request connection to the existing sewer system. Connecting to the Fremont sewer system is less expensive than replacing a septic system while providing lower long-term operating costs and fewer maintenance issues for the property owner. What is important from the perspective of the sewer system is to ensure that the property owner pays its fair share of existing facility costs as well as incremental connection costs so that existing customers are not subsidizing new customers.

The approach Fremont has been using on an informal basis to connect customers that are not part of an improvement district is to assess the following costs:

1. The customer is required to pay for all costs incurred to construct the sewer line tap through a tap fee.
2. The customer is required to pay a per foot cost based upon property frontage.

The first component of the customer contribution policy protects existing customers from paying incremental costs to subsidize a new customer. The second component compensates existing customers for costs the utility incurred to build a line adjacent to the property.

One key issue with the current practice is that it is based on an unwritten policy that has not been approved by the City Council. While the practice is justified from a cost of service standpoint and represents a fair method for assessing costs to new customers, the fact that it is not written leaves it open to interpretation and may make it more difficult to explain to new customers.

Purpose and Approach

The purpose of this project was to:

1. Review the Line Extension Practice for the sewer system.
2. Compare the existing practice to other similarly situated municipalities and determine if there are other appropriate methods that may be better than the existing policy.
3. Ensure the fees included in the Line Extension Practice are adequate.
4. Draft a written policy for approval by the City Council for inclusion in the Fremont municipal code.

Data was collected from the City and other municipalities to complete a review of the existing practice. The current fee per foot of frontage was reviewed to determine if it is adequate to compensate existing customers for the cost incurred by Fremont to build existing lines. A written policy was drafted based on the review of other municipal policies, with updated costs based on the City's costs of construction. A letter report was prepared and policy language was submitted to the City Council in the form of an updated Ordinance.

Comparable Municipality Analysis

JKEC reviewed the existing sewer connection policy of several Nebraska municipalities. The review was focused on connection costs for new customers that are not covered by an improvement district or other similar mechanism. This approach would cover the scenario where a customer not included in an improvement district requests connection to the Fremont sewer system. In an improvement district, sewer connection and extension

costs are addressed and assessed to the property owners in the improvement district, so no additional costs need to be allocated to these customers.

Table 1 compares the sewer connection policies of six Nebraska municipalities. Columbus is listed twice as it has different charges based on whether the property is inside or outside of the corporate limits. This comparison is focused on those connections that are not covered under an improvement district or otherwise compensated through some other mechanism.

**Table 1
 Comparison of Sewer Connection Policies**

Municipality	Type	Amount
Lincoln	Connection Costs + Impact Fee	Actual connection costs + \$665 impact fee
Scottsbluff	Tap Fee + Extension	\$210 + \$8 per running foot of the premises abutting the street or alley in which the sewer is located. Double this fee outside city.
Columbus - inside	Connection Fee if never previously assess	\$1,650 + \$25/ft. of frontage in excess of 66'
Columbus – outside	Connection Fee if never previously assess	\$1,750 + \$25/ft. of frontage in excess of 66'
Norfolk	Connection Fee	\$5/ft. of frontage
York	Connection Fee	\$16.67/ft. of frontage, plus adjustment for change in type of use for lot, less credit for previous special assessments
Kearney	Connection Fee	\$62 + “benefits” calculated by Register of Deeds if line abuts property or “the present costs of laying and assessing a sewer main to the property” if the line does not currently abut property
Fremont	Tap Fee + Extension	Actual costs to tap line + \$16/ft. of frontage

Four of the six municipalities charge a connection fee based on property frontage. The fees vary widely, from \$5/ft. in Norfolk up to \$25/ft. in Columbus. It is unclear from the municipal code of each system what the basis for the frontage fee is, though Fremont staff was planning to discuss the basis for those charges with each municipality.

Lincoln uses an impact fee approach. Under this approach, each lot is assessed the same amount regardless of frontage. Each lot is also responsible for connection costs to tap the sewer line. In Kearney, the fee is based on actual cost to extend the line or a “benefits” test recorded by the Register of Deeds.

The prevalent method used by the municipalities identified is to use the frontage method, and some utilities charge an additional fixed fee. The approach currently used by Fremont is consistent with the prevalent method of these other utilities.

Cost of Service Analysis

There are two key considerations in analyzing the cost of service associated with serving a new customer:

1. Ensuring the new customer pays any incremental costs associated with the new connection.
2. Compensating the utility for previous expenditures associated with facilities and infrastructure constructed by the Utility.

Table 2 provides a calculation of the projected monthly margin for a new residential customer. The expenses in the calculation generally include non-labor, non-capital costs that are likely to vary based on either volumes or number of customer bills rendered. Using a five-year net present value calculation, the estimated margin received from a typical residential customer is approximately \$536.

Table 2
Projected Monthly Margin
New Residential Customer

Description	Amount
Revenue	\$ 17.33
Expenses	
Customer	0.98
Collection	1.04
Treatment	5.13
Total Marginal Expense	\$ 7.15
Monthly Residential Margin	\$ 10.18
Five Year NPV	\$ 536

Table 3 (see page 5) is an estimate of the sewage treatment plant costs allocable to a new customer. This calculation is based on the net plant in service related to existing sewage treatment plant in service and excludes new plant expenses that are being funded by the issuance of debt. The estimated value of net plant in service for treatment facilities is \$187 for a typical residential customer. The net margins from a new customer are adequate to fund the cost of existing treatment facilities.

Table 3
Development of Allocated Share
Existing Treatment Plant Costs
Typical Residential Customer

Description	
Gross Sewer Plant	\$ 52,935,000
Accumulated Depreciation	\$ 26,943,000
Net Sewer Plant	\$ 25,992,000
Treatment	\$ 10,396,800
Collection	\$ 15,595,200
Typical Residential Usage (ccf)	75
Weighted Annual Usage (ccf) (1)	4,198,688
Residential Share	0.0018%
Plant in Service Allocable to Customer	\$ 187

(1) Based on 2x multiplier for large industrial customers.

The new customer is required to pay for the actual costs of tapping the sewer system, so existing customers do not subsidize costs associated with the new customer tapping the sewer system. Fremont charges a frontage fee of \$16/ft., based on the length of the property line where the sewer main was constructed. This cost is comparable to one-half of the construction cost of a new sewer line construction and assumes the line would be tapped by customers with frontage on both sides of the line. Fremont does not track historical construction costs of individual lines, so use of a single frontage fee for the entire system is a reasonable substitute.

Payment of the frontage fee is consistent with cost of service principles. The sewer line would be shorter by the length of the frontage if the customer's property did not exist. It is reasonable to split the allocable cost between the two properties on either side of the line. The current practice recovers the cost incurred by Fremont to provide the sewer connection and sewer main facilities that would not be constructed but for the presence of the customer, specifically the portion of main abutting the property. The existing practice protects existing customers from subsidizing new customers while charging an appropriate contribution to new customers.

Multi-Lot Development Waiver

The existing practice provides for a waiver of the frontage fee for multi-lot developments provided that certain conditions are met. These conditions are as follows:

1. The development must include at least four new services.

2. The developer must build all sewer collection infrastructure from the tap to the customer locations according to Fremont's construction standards and turn the facilities over to the Utility upon completion.
3. The developer must tap into an existing line with adequate capacity and pay Fremont's out-of-pocket cost for installing the tap.

Table 4 is a projected margin analysis for multiple-lot developments, based on the margin information developed in Table 2 and the estimated sewage treatment cost calculated in Table 3. Table 4 shows that developments of three or fewer lots are inadequate to provide sufficient margin to cover the embedded cost of existing sewer mains and sewage treatment plant costs. If a development has at least four lots, Fremont can expect to collect sufficient margins to cover its embedded costs, including sewer treatment and the typical frontage cost associated with the sewer main.

Table 4
Projected Margin Analysis
Multiple-Lot Development

Number of Lots	Projected Margin (\$/lot/month)	Projected Five Year NPV	Marginal Capital Cost (1)	NPV Less Capital Cost
1	\$ 10.18	\$ 536.28	\$ 1,243.14	\$ (706.86)
2	10.18	1,072.56	1,430.28	(357.73)
3	10.18	1,608.84	1,617.43	(8.59)
4	10.18	2,145.12	1,804.57	340.55

(1) Based on \$16/ft. frontage construction cost and 66 ft. frontage length, plus \$187 per lot for embedded sewer treatment costs as shown in Table 3.

Written Policy

Attachment 1 to this letter is proposed language that would amend the Municipal Code to implement the proposed policy. The existing Municipal Code has language addressing sewer connections but does not include the specific costs. Implementing the attached ordinance would reduce the existing practice to written language that is included in the Municipal Code for future reference. The proposed language in Attachment 1 should be reviewed by Fremont's legal counsel prior to presentation to the City Council.

Mr. Brian Newton
October 15, 2019
Page 7

JKEC appreciates the opportunity to work with the City on this project. We look forward to working with you to implement the proposed policy.

Sincerely yours,



John A. Krajewski, P.E.
JK Energy Consulting, LLC

Attachment

ATTACHMENT 1 – PROPOSED ORDINANCE

ORDINANCE NO. 5512

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING CHAPTER 3, Article 2, SECTION 3-230 OF THE FREMONT MUNICIPAL CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING WHEN THE FEES ARE EFFECTIVE; AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION I. That Chapter 3, Article 2, Section 3-230 – Municipal Sewerage System; Change for Connections Outside City, be amended to read as follows:

Sec. 3-230. – Municipal Sewerage System; charge and considerations for connections

The City shall charge and collect fees for sanitary sewer connections to the public sewer of the City:

- (1) The owner of the premises from which the connection is to be made shall pay to the City a tap fee (listed in the Master Fee Schedule) for connection of the premises to the sewer system.
- (2) If abutting the property there is an existing public sewer laid according to the specifications of the City of Fremont and (a) the property has not previously been included within an improvement district created for the purpose of construction of the sewer; (b) no part of the cost of construction of the sewer has been paid by the owner or previous owner(s) of the property (the cost of construction shall not include the furnishing of a right-of-way or payment of general taxes or sewer charges); and (c) the property is adjacent to, but not within the City's corporate limits; then no permit shall be issued until the property owner files a petition to voluntarily annex the property into the City and there is paid a fee (listed in the Master Fee Schedule) per running foot of the premises abutting the street or alley in which the sewer is located. This fee shall be in addition to the tap fee set out in paragraph (1).
- (3) If there is no public sewer abutting the property, the connection charge shall be the estimated assessable cost for installing a public sewer in front of the property plus the tap fee set out in paragraph (1) and if the property is adjacent to, but not within the City's corporate limits, the property shall file a petition to voluntarily annex the property into the City. Assessable costs shall be determined by the Mayor and City Council upon the recommendation of the City Engineer and the City Administrator.
- (4) If a developer proposes to connect four or more services to the City sewer system, the frontage fee in the Master Fee Schedule will be waived if all of the following conditions are met:

- a. The developer constructs all sewer facilities between the City's existing main and the individual premises in accordance with the City's construction standards and turns those facilities over to the City upon their completion.
- b. The developer makes a single tap into an existing City sewer main that has adequate capacity to serve the new customers.
- c. The developer pays for the actual cost of tapping the City's existing main.
- d. If the development is adjacent to, but not within the City's corporate limits, the developer shall file a petition to voluntarily annex the development into the City.

SECTION II. That all other Ordinances of the City of Fremont, Nebraska, and Sections of the Fremont Municipal Code not amended hereby or in conflict herewith shall remain in full force and effect.

SECTION III. That this Ordinance shall be published in pamphlet form and shall take effect and be in force from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS ____ DAY OF _____, 2019.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Outside City Limits	\$70.00	Same
Sewer Frontage Connection Fee (Residential)	\$16 x Actual Frontage in Feet (Maximum 75')	NEW
Service Call Fees - working day	Fremont	Suggested
Restore Service	\$55.00	\$90.00
Water Service Blowout Fee	\$200.00	Same
Frozen Meter 5/8"	\$40.00	Same
Frozen Meter 3/4"	\$55.00	Same
Frozen Meter 1"	\$90.00	Same
Frozen Meter 1-1/2" or Larger	at cost	\$150.00
Private Hydrant Check	\$94.00	\$100.00
Smoke Test	\$10.00	\$30.00
Service Call Fees - after hours	Fremont	Suggested
Restore Service	\$55.00	\$100.00
Water Service Blowout Fee	\$200.00	\$250.00
Frozen Meter 5/8"	\$40.00	\$90.00
Frozen Meter 3/4"	\$55.00	\$100.00
Frozen Meter 1"	\$90.00	\$140.00
Frozen Meter 1-1/2" or Larger	at cost	Same
Fire lines (One Time Charge in Addition to Tap Fee)	Fremont	Suggested
1-1/2"	\$60.00	\$100.00
2"	\$60.00	\$100.00
3"	\$120.00	\$180.00
4"	\$300.00	\$450.00
6"	\$600.00	\$850.00
8"	\$900.00	\$1,100.00
10"	\$1,200.00	\$1,500.00
12"	\$1,600.00	\$1,800.00
Fire Hydrant Flow Test Fee	\$225.00	\$250.00
Compost Fee	Fremont	Suggested
Pick-Up / Single Axle Trailer	\$10.00	Same
All Other Trucks / Trailers (per bucket load)	\$10.00	Same
Sludge Fee (per 1000 Gallons)	Fremont	Suggested
Septic's	\$25.00	Same
Other Systems	\$25.00	Same
Natural Gas System	Fremont	Suggested
Gas Department will extend first 75' of Gas Service at no charge	\$0.00	Same
Gas Department will extend first 100' of Gas Main at no charge	\$0.00	Same
Service Line Installation 1/2 to 1" (Over 75')(per ft.)	\$15.00	Same
Service Line Installation over 1" (Over 75')	price quoted upon request	
2" Main Installation (over 100') Labor Only / Does not include cost Materials)(per ft.)	\$15.00	Same
4" Main Installation (over 100') Labor Only / Does not include cost Materials)(per ft.)	\$20.00	Same
6" Main Installation (over 100') Labor Only / Does not include cost Materials)(per ft.)	\$25.00	Same

ORDINANCE NO. 5512

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SECTION I. That Chapter 3, Article 2, Section 3-230 – Municipal Sewerage System; Change for Connections Outside City, be amended to read as follows:

Sec. 3-230. - Municipal Sewerage System; charge and considerations for connections ~~outside City.~~

The City shall charge and collect fees for sanitary sewer connections to the public sewer ~~for properties outside the corporate limits~~ of the City:

- (1) ~~The owner of the premises from which the connection is to be made shall pay to the City a tap fee (listed in the Master Fee Schedule) for connection of the premises to the sewer system. The owner of the premises from which the connection is to be made shall pay to the City a tap fee (listed in the Master Fee Schedule) for connection of the premises to the sewer system.~~

- (2) If, abutting the property, there is an existing public sewer laid according to the specifications of the City of Fremont and (a) the property has not previously been included within an improvement district created for the purpose of construction of the sewer; (b) no part of the cost of construction of the sewer has been paid by the owner or previous owner(s) of the property (the cost of construction shall not include the furnishing of a right-of-way or payment of general taxes or sewer charges); and (c) the property is adjacent to, but not within the City's corporate limits; then no permit shall be issued until the property owner files a petition to voluntarily annex the property into the City and there is paid a fee (listed in the Master Fee Schedule) per running foot of the premises abutting the street or alley in which the sewer is located. This fee shall be in addition to the tap fee set out in paragraph (1), for which the property owner has paid the assessable cost, there will be a connection charge for each connection; if the property owner has not paid the assessable cost, there will be an additional charge for each connection; if the public sewer has been installed by the City at its own expense without

~~assessment of the property, the connection charge shall be the estimated assessable cost plus an additional fee for each connection.~~

(3) If there is no public sewer abutting the property the connection charge shall be the estimated assessable cost for installing a public sewer in front of the property plus the tap fee set out in paragraph (1)an additional charge for any connection. and if the property is adjacent to, but not within the City's corporate limits, the property shall file a petition to voluntarily annex the property into the City. Should a public sewer abutting the property be subsequently installed and costs assessed to the property, the property owner may request and receive credit against the assessable cost for that portion of the connection charge for each connection. Assessable costs shall be determined by the Mayor and City Council upon the recommendation of the City Engineer and the City Administrator.

(4) If a developer proposes to connect four or more services to the City sewer system, the frontage fee in the Master Fee Schedule will be waived if all of the following conditions are met:

- a. The developer constructs all sewer facilities between the City's existing main and the individual premises in accordance with the City's construction standards and turns those facilities over to the City upon their completion.
- b. The developer makes a single tap into an existing City sewer main that has adequate capacity to serve the new customers.
- c. The developer pays for the actual cost of tapping the City's existing main.
- d. If the development is adjacent to, but not within the City's corporate limits, the developer shall file a petition to voluntarily annex the development into the City.

SECTION II. That all other Ordinances of the City of Fremont, Nebraska, and Sections of the Fremont Municipal Code not amended hereby or in conflict herewith shall remain in full force and effect.

SECTION III. That this Ordinance shall be published in pamphlet form and shall take effect and be in force from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS 28th DAY OF JANUARY, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

(Ord. No. 5401, 5-30-17)

ORDINANCE NO. 5512
Option B Language

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING CHAPTER 3, Article 2, SECTION 3-230 OF THE FREMONT MUNICIPAL CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING WHEN THE FEES ARE EFFECTIVE; AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION I. That Chapter 3, Article 2, Section 3-230 - Municipal Sewerage System; Charge for Connections Outside City, be amended to read as follows:

§Chapter 3, Article 2, Section 3-230 - Municipal Sewerage System; Charge and Considerations for Connections

The City shall charge and collect fees for sanitary sewer connections made to the public sewer of the City as follows:

- (1) The owner of the premises from which the connection is to be made shall pay to the City a Tap Fee (listed in the Master Fee Schedule), which is approved by the City Council for connection of the premises to the sewer system.
- (2) The owner of the premises from which the connection is to be made shall also pay to the City a City Sewer Connection Fee (listed in the Master Fee Schedule) per running foot of the premises abutting the street or alley in which the sewer is located. This fee shall be in addition to the Tap Fee set out in paragraph (1). The following conditions apply:
 - (a) If there is a public sewer line abutting the property, and that existing public sewer line was laid according to the specifications of the City of Fremont, and the property has been previously been included within an Improvement District created for the purpose of construction of the sewer, no Sewer Connection Fee will apply;
 - (b) If some part of the cost of construction of an abutting sewer line has been paid by the owner or previous owner(s) of the property (the cost of construction shall not include the furnishing of a right-of-way or payment of general taxes or sewer charges), then no Sewer Connection Fee will apply;
 - (c) But for the provisions of paragraph (3) below, if the property is adjacent to, but not within the City's corporate limits; then no permit shall be issued to Tap or Connect to the City sewer until the property owner files a petition to voluntarily annex the property into the City and the pays the Sewer Connection Fee per running foot of the premises abutting the street or alley in which the sewer is located as listed in the Master Fee Schedule. This fee shall be in addition to the Tap Fee set out in paragraph (1);
 - (d) If there is no public sewer abutting the property, the connection charge shall be the estimated assessable cost for installing a public sewer in front of the property plus the Tap Fee set out in paragraph (1) and if the property is adjacent to, but not within the City's corporate limits, the property shall file a petition to voluntarily annex the property into the City.

- (3) To further encourage annexation of a Single Family residential property/lot type only, a Sewer Connection Cap Fee alternative is provided in lieu of the provisions stated in paragraph (2)(c) above. The following Sewer Connection Cap Fee alternative is based on, and is set to reflect, a reasoned value derived from the range of UDC front footages for single family property/lot widths comprised in the City's various UDC Residential zoning Districts (a front footage value of 75 feet will be used).

TYPE	FRONT FOOTAGE	SEWER CONNECTION CAP FEE
Single Family (SF) lot	75'	\$1,200 *

(SF) lot includes a Duplex or Townhome

* or actual front footage x Master Fee Schedule footage rate, whichever is less

Although the City has a voluntary annexation policy for individual property/lot owners who are outside the City limits, all City services applicants who avail themselves to the aforementioned Sewer Cap Fee alternative when obtaining City sewer services shall be allowed to voluntarily and contractually commit, at the time of application, to being annexed by the City up to 36 months from the date of the application.

A Single Family - Sewer Connection Charge or Sewer Connection Cap Fee alternative, as defined above, may be paid by either a Full Payment or by ratable Monthly Installments that are added to the individual property owner's monthly sewer bill. The "Monthly Installment" option will provide for a payment period not to exceed 36 months. Those using the monthly installment option will be subject to Fremont Municipal Code Section 3-258 - Municipal Sewage System - Lien provisions.

- (4) Any sewer connection fee charges collected for infrastructure that was placed and initially paid for by using alternative taxpayer funded sources, such as the LB840 economic development fund, are to be repaid/refunded back to the proper source fund for reuse to the maximum extent permitted by State Statute.
- (5) If a developer proposes to connect four or more services to the City sewer system, the frontage fee in the Master Fee Schedule will be waived if all of the following conditions are met:
- a. The developer constructs all sewer facilities between the City's existing main and the individual premises in accordance with the City's construction standards and turns those facilities over to the City upon their completion.
 - b. The developer makes a single tap into an existing City sewer main that has adequate capacity to serve the new customers.
 - c. The developer pays for the actual cost of tapping the City's existing main.
 - d. If the development is adjacent to, but not within the City's corporate limits, the developer shall file a petition to voluntarily annex the development into the City.

SECTION II. That all other Ordinances of the City of Fremont, Nebraska, and Sections of the Fremont Municipal Code not amended hereby or in conflict herewith shall remain in full force and effect.

SECTION III. That this Ordinance shall be published in pamphlet form and shall take effect and be in force from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS DAY OF _____, 2019.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

ORDINANCE NO. 5512
Option C Language

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- (2) The owner of the premises from which the connection is to be made shall also pay to the City a City Sewer Connection Fee (listed in the Master Fee Schedule) per running foot of the premises abutting the street or alley in which the sewer is located. This fee shall be in addition to the Tap Fee set out in paragraph (1). The following conditions apply:
 - (a) If there is a public sewer line abutting the property, and that existing public sewer line was laid according to the specifications of the City of Fremont, and the property has been previously been included within an Improvement District created for the purpose of construction of the sewer, no Sewer Connection Fee will apply;
 - (b) If some part of the cost of construction of an abutting sewer line has been paid by the owner or previous owner(s) of the property (the cost of construction shall not include the furnishing of a right-of-way or payment of general taxes or sewer charges), then no Sewer Connection Fee will apply;
 - (c) But for the provisions of paragraph (3) below, if the property is adjacent to, but not within the City's corporate limits; then no permit shall be issued to Tap or Connect to the City sewer until the property owner files a petition to voluntarily annex the property into the City and the pays the Sewer Connection Fee per running foot of the premises abutting the street or alley in which the sewer is located as listed in the Master Fee Schedule. This fee shall be in addition to the Tap Fee set out in paragraph (1);
 - (d) If there is no public sewer abutting the property, the connection charge shall be the estimated assessable cost for installing a public sewer in front of the property plus the Tap Fee set out in paragraph (1) and if the property is adjacent to, but not within the City's corporate limits, the property shall file a petition to voluntarily annex the property into the City.
- (3) To further encourage annexation of a Single Family residential property/lot type only, a Sewer Connection Cap Fee alternative is provided in lieu of the provisions stated in

paragraph (2)(c) above. The following Sewer Connection Cap Fee alternative is based on, and is set to reflect, a reasoned value derived from the range of UDC front footages for single family property/lot widths comprised in the City's various UDC Residential zoning Districts (a front footage value of 75 feet will be used).

TYPE	FRONT FOOTAGE	SEWER CONNECTION CAP FEE
Single Family (SF) lot	75'	\$1,200 *

(SF) lot includes a Duplex or Townhome

* or actual front footage x Master Fee Schedule footage rate, whichever is less

Although the City has a voluntary annexation policy for individual property/lot owners who are outside the City limits, all City services applicants who avail themselves to the aforementioned Sewer Cap Fee alternative when obtaining City sewer services shall be allowed to voluntarily and contractually commit, at the time of application, to being annexed by the City up to 36 months from the date of the application.

A Single Family - Sewer Connection Charge or Sewer Connection Cap Fee alternative, as defined above, may be paid by either a Full Payment or by ratable Monthly Installments that are added to the individual property owner's monthly sewer bill. The "Monthly Installment" option will provide for a payment period not to exceed 36 months. Those using the monthly installment option will be subject to Fremont Municipal Code Section 3-258 - Municipal Sewage System - Lien provisions.

- (4) Any sewer connection fee charges collected for infrastructure that was placed and initially paid for by using alternative taxpayer funded sources, such as the LB840 economic development fund, are to be repaid/refunded back to the proper source fund for reuse to the maximum extent permitted by State Statute.

SECTION II. That all other Ordinances of the City of Fremont, Nebraska, and Sections of the Fremont Municipal Code not amended hereby or in conflict herewith shall remain in full force and effect.

SECTION III. That this Ordinance shall be published in pamphlet form and shall take effect and be in force from and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS DAY OF _____, 2019.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Brian Newton, City Administrator
DATE: January 14, 2020
SUBJECT: Ordinance 5519 – sale of City property

Recommendations: 1) Move to hold final reading.

BACKGROUND: The City owns a portion of Lot 4 of the Nelson Business Park. This is the last parcel of property the City owns in the Nelson Business Park. Del Peterson & Associates is offering to purchase the City's property for \$160,000.

FISCAL IMPACT: \$160,000

PURCHASE AGREEMENT

Purchaser: Del Peterson Associates (hereinafter referred to as "Purchaser")

Date: 12/05/2019

Seller: The City of Fremont Nebraska, a Nebraska municipal corporation, (hereinafter referred to as "Seller")

The undersigned Purchaser agrees to purchase from Seller the property described as follows :

Property Address: Lot 4, of Nelsen Business Park, to the City of Fremont, Dodge County, Nebraska

Property Legal Description: Part of Lot 4, of Nelsen Business Park, to the City of Fremont, Dodge County, Nebraska, being described as follows: Beginning at the Southwest Corner of said Lot 4; thence N00°27'27"E (assumed bearing) on the West Line of said Lot 4, a distance of 73.16 feet to a point of curvature; thence northwesterly continuing on said West Line on a 532.50 foot radius curve to the left an arc distance of 170.62 feet to a point of reverse curvature, the chord of said curve bears N08°43'30"W 169.89 feet; thence northerly continuing on said West Line on a 467.50 foot radius curve to the right an arc distance of 149.85 feet to a point of tangency, the chord of said curve bears N08°43'30"W 149.21 feet; thence N00°27'27"E continuing on said West Line, a distance of 76.42 feet to a point on the West Right-of-Way Line of U.S. Highway No. 275, as previously described and recorded in Book 2005, page 0228, of the Dodge County Register of Deeds records; thence S86°00'00"E on said West Right-of-Way Line, a distance of 100.92 feet, thence S81°36'18"E continuing on said West Right-of-Way Line, a distance of 411.49 feet; thence S27°30'16"E continuing on said West Right-of-Way Line, a distance of 449.43 feet to a point on the South Line of said Lot 4; thence N89°56'04"W on said South Line, a distance of 668.09 feet to the true point of beginning, containing 5.76 acres, more or less (the "Property"). (hereinafter referred to as the "Property")

Title Company, Escrow and Closing Agent: Title Company To Be Determined (hereinafter referred to as "Title Company")

- 1. Conveyance:** Provided that the seller (whether one or more) has good, valid and marketable title, in fee simple, Seller agrees to convey title to property to Purchaser or his nominee by warranty deed or free and clear of all liens, encumbrances or special taxes levied or assessed, except subject to all building and use restrictions, utility easements abutting the boundary of the property, and covenants now of record.

2. **Assessments:** Seller agrees to pay any assessments for paving, curb, sidewalk or utilities previously constructed, or ordered or required to be constructed by the public authority not yet assessed.

3. **Consideration:** Purchaser agrees to pay **One hundred sixty thousand dollars (\$160,00.00) DOLLARS** on the following terms: A Non-refundable deposit of **\$8,000.00** ("Deposit") is to be made payable to Title Company within 15 Days of the execution of this agreement by both parties, and the balance of **\$152,000.00** is to be paid at closing. In the event the Deposit is not made on or before the 15th day, this agreement is considered to be null and void at the option of the Seller, and neither party has any further obligation to the other.

4. **Taxes:** All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be treated as though all are current taxes, and, and those taxes shall be prorated as of the date of closing.

5. **Conveyance of Title:** Seller shall through Title Company furnish a current title insurance commitment or complete abstract of title to Purchaser as soon as practical. If title defects are found, Seller must cure them within **FIFTEEN (15)** Days prior to closing. If title defects are not cured by such date, the Purchaser may rescind this agreement and the Deposit shall be refunded. Closing date to be no later than **07/06/2020** and possession date shall be the **SAME AS DATE OF CLOSING**. The cost of any title insurance policies and endorsements shall be split equally between both parties.

6. **Escrow Closing:** Title Company shall be the closing and escrow agent and any closing and escrow charges shall be split equally between both parties.

7. **State Documentary Tax:** The State Documentary Tax on the deed shall be paid by the Purchaser.

8. **Insurance:** Any risk to the loss of the Property shall be borne by the Seller until title has been conveyed to the Purchaser.

9. **Facsimile Authorizations:** Purchaser and Seller agrees that all documents relating to the sale of this property, including this offer, counteroffers and acceptances (1) may be transmitted by facsimile machine, email, or DocuSign, (2) shall be treated in all respects as originals, (3) signatures thereon shall be treated as original signatures and (4) shall be re-executed by both parties on an original form, if requested by either party.

10. **Modifications in Writing:** Any modifications of the terms of this agreement must be in writing and signed by all parties.

11. **Offer Expiration:** This offer to purchase is subject to acceptance by Seller on or before **12/20/2019** at **5:00pm** Purchaser acknowledges receipt of a signed copy of this offer to purchase.

(Signature Page to Follow)

Purchaser:
Del Peterson & Associates



Brandon Peterson

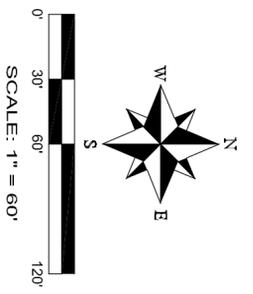
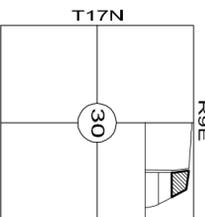
Seller:
City of Fremont, Nebraska

Name: _____

Title: _____

NELSEN BUSINESS PARK
 PART OF LOT 4, NELSEN BUSINESS PARK, AS PLATTED IN SECTION 30
 TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA

VICINITY SKETCH
 DODGE COUNTY
 NEBRASKA
 R9E



MORNINGSIDE

ROAD

BOULEVARD

BUD

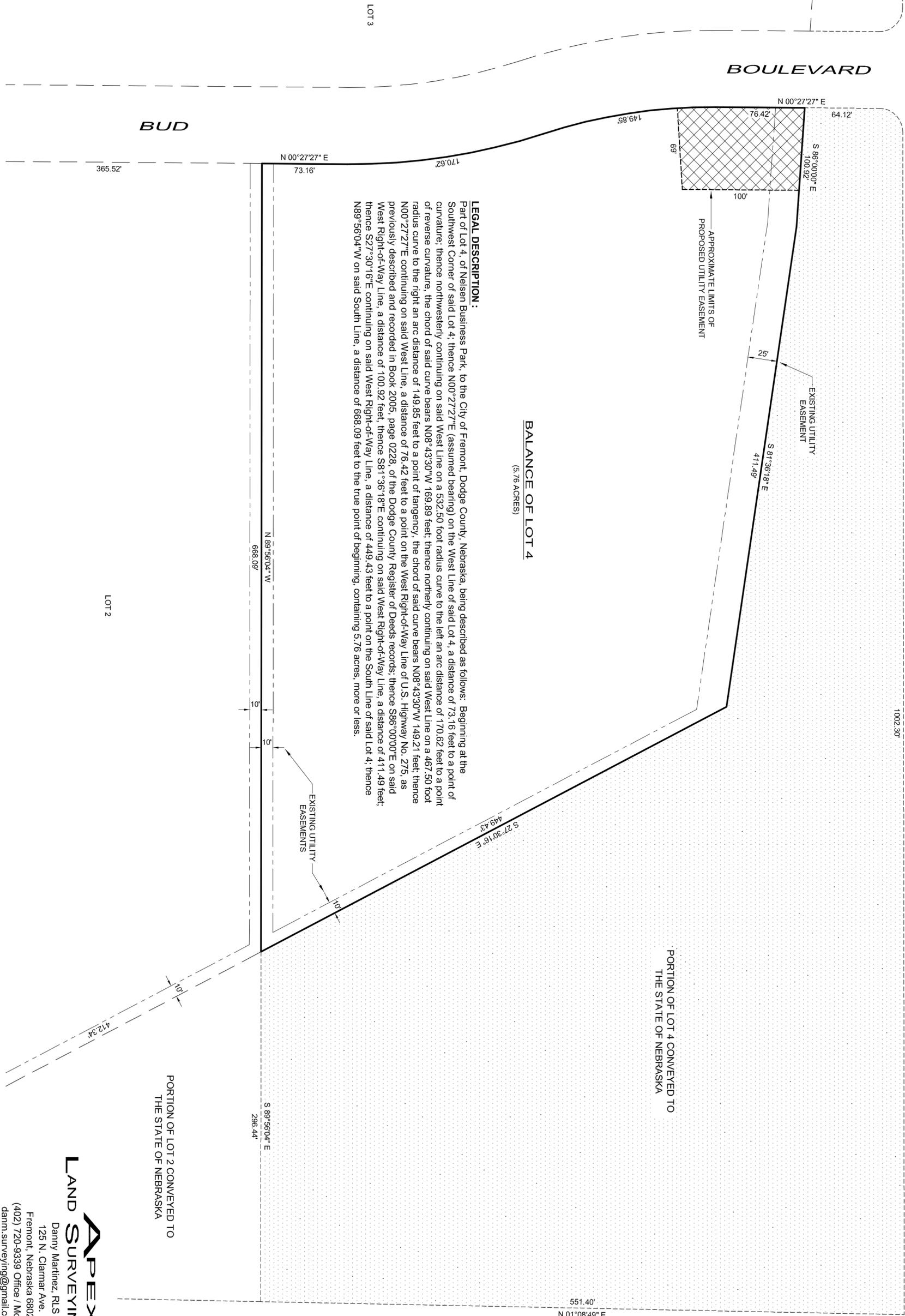
BALANCE OF LOT 4
 (5.76 ACRES)

LEGAL DESCRIPTION:
 Part of Lot 4, of Nelsen Business Park, to the City of Fremont, Dodge County, Nebraska, being described as follows: Beginning at the Southwest Corner of said Lot 4, thence N00°27'27"E (assumed bearing) on the West Line of said Lot 4, a distance of 73.16 feet to a point of curvature; thence northwesterly continuing on said West Line on a 532.50 foot radius curve to the left an arc distance of 170.62 feet to a point of reverse curvature, the chord of said curve bears N08°43'30"W 169.89 feet; thence northerly continuing on said West Line on a 467.50 foot radius curve to the right an arc distance of 149.85 feet to a point of tangency; the chord of said curve bears N08°43'30"W 149.21 feet; thence N00°27'27"E continuing on said West Line, a distance of 76.42 feet to a point on the West Right-of-Way Line of U.S. Highway No. 275, as previously described and recorded in Book 2005, page 0228, of the Dodge County Register of Deeds records; thence S86°00'00"E on said West Right-of-Way Line, a distance of 100.92 feet; thence S81°36'18"E continuing on said West Right-of-Way Line, a distance of 411.49 feet; thence S27°30'16"E continuing on said West Right-of-Way Line, a distance of 449.43 feet to a point on the South Line of said Lot 4; thence N89°56'04"W on said South Line, a distance of 668.09 feet to the true point of beginning, containing 5.76 acres, more or less.

PORTION OF LOT 4 CONVEYED TO THE STATE OF NEBRASKA

PORTION OF LOT 2 CONVEYED TO THE STATE OF NEBRASKA

U.S. HIGHWAY NO. 275



APEX
 LAND SURVEYING, LLC

Danny Martinez, RLS
 125 N. Clammar Ave.
 Fremont, Nebraska 68025
 (402) 720-9339 Office / Mobile
 danny.surveying@gmail.com

Client: City of Fremont		Sheet:	
Date: 11/25/2011	Project No.: 167-2019	Project:	
Scale: 1" = 60'	Drawing File: 05-FR-NelsenBusinessPark-L4.dwg		
Sheet: 1 of 1	Issue No.: 1		

NELSEN BUSINESS PARK

PART OF LOT 4, NELSEN BUSINESS PARK, AS PLATTED IN SECTION 30
 TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA

LAND APPRAISAL REPORT

File No.:

Property Address: Morningside Road and Bud Drive City: Fremont State: NE Zip Code: 68025
 County: Dodge Legal Description: Lot 4 Nelsens Business Park, 5.76 acres, S19 - T17 - R9 Dodge County, Nebraska

Assessor's Parcel #: 270137779 Tax Year: 2019 R.E. Taxes: \$ Exempt Special Assessments: \$ 0
 Market Area Name: _____ Map Reference: 23340 Census Tract: 9638.00
 Current Owner of Record: City of Fremont Borrower (if applicable): _____
 Project Type (if applicable): PUD De Minimis PUD Other (describe) _____ HOA: \$ _____ per year per month
 Are there any existing improvements to the property? No Yes If Yes, indicate current occupancy: Owner Tenant Vacant Not habitable
 If Yes, give a brief description: This appraisal is for the possible sale of the discribed subject property.

The purpose of this appraisal is to develop an opinion of: Market Value (as defined), or other type of value (describe) _____
 This report reflects the following value (if not Current, see comments): Current (the Inspection Date is the Effective Date) Retrospective Prospective
 Property Rights Appraised: Fee Simple Leasehold Leased Fee Other (describe) _____
 Intended Use: Possible sale
 Intended User(s) (by name or type): City of Fremont

Client: City of Fremont Nebraska Address: 400 East Military Fremont, Nebraska 68025
 Appraiser: Jeffrey Quist Address: _____

Characteristics		Predominant Occupancy	One-Unit Housing		Present Land Use		Change in Land Use							
Location:	Built up:	Growth rate:	Property values:	Demand/supply:	Marketing time:	PRICE \$(000)	AGE (yrs)	One-Unit 75%	2-4 Unit 10%	Multi-Unit 5%	Comm'l 10%	%	%	
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	<input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	<input checked="" type="checkbox"/> Rapid <input type="checkbox"/> Stable <input type="checkbox"/> Slow	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	<input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (>5%)	90 Low 100	400 High 5	150 Pred 40					
												<input type="checkbox"/> Not Likely <input type="checkbox"/> Likely * <input checked="" type="checkbox"/> In Process *		
												* To: <u>Commercial from Agricultural</u>		

Factors Affecting Marketability														
Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A			
Employment Stability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Convenience to Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

Market Area Comments: The Fremont area looks to be doing well economically. Small and large business are locating or relocating to Fremont. There are state incentives for large businesses to locate in Nebraska. Fremont has been aggressive in convincing companies to the community. This in turn supports small business and housing growth. Low land, utilities, regulations and certain raw materials costs are attractive to large corporations. Water in the Fremont area seems to be more than adequate. All in all the economy seems be doing well from all indications.

Dimensions: Irregular Site Area: 5.76 Acres
 Zoning Classification: GC Description: General commercial
 Do present improvements comply with existing zoning requirements? Yes No No Improvements
 Uses allowed under current zoning: Apartments, offices, recreational business, small custom businesses, etc.

Are CC&Rs applicable? Yes No Unknown Have the documents been reviewed? Yes No Ground Rent (if applicable) \$ _____ /
 Comments: _____
 Highest & Best Use as improved: Present use, or Other use (explain) This property is in transition from farm to commercial use. This creates a higher and better use.
 Actual Use as of Effective Date: Bare ground Use as appraised in this report: Possible sale for development
 Summary of Highest & Best Use: This report is to determine the Market Value for the unimproved property. The properties in this report have been in row crop production & are now in the transition to improved commercial properties. The transition is now moving the property to a higher and better use. The neighborhood is consistant with zoning & use requirements of the city.

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	Est. 500'
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City	Street	2 lane	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Topography	Level
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City	Width	26			Size	5.76 acres
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City	Surface	Concrete			Shape	Rectangular
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City	Curb/Gutter	none	<input type="checkbox"/>	<input type="checkbox"/>	Drainage	Adequate ditch
Storm Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	None	Sidewalk	none	<input type="checkbox"/>	<input type="checkbox"/>	View	Typical commercial
Telephone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Private	Street Lights	none	<input type="checkbox"/>	<input type="checkbox"/>		
Multimedia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Private	Alley	none	<input type="checkbox"/>	<input type="checkbox"/>		

Other site elements: Inside Lot Corner Lot Cul de Sac Underground Utilities Other (describe) _____
 FEMA Spec'l Flood Hazard Area Yes No FEMA Flood Zone X500 FEMA Map # 31053C0415E FEMA Map Date 01/02/2008
 Site Comments: The subject is now an unimproved lot. it is thought that the lot will need several feet of dirt to be brought in to get adequate drainage for any improvements as the lot is level. All sites in the subjects general area have dirt brought in to raise the sites between 1 - 2 feet to aid in drainage. Public utilities are available to the subject property. The comparable properties to the west have or will do the same where their structures sit. The surrounding improved properties are of commercial use & are conforming. There is limited land that is not in transition along Morningside Road. The subject & comparables are T.I.F. eligible.

LAND APPRAISAL REPORT

File No.: 0

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): County Records, Sellers, & Local Contractors.

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: <u>It appears the City has owed this property for some time. They also owned the comparables previously. There is no purchase agreement available for review.</u>
Date: <u>NA</u>	
Price: <u>NA</u>	
Source(s): <u>County Records, City</u>	
2nd Prior Subject Sale/Transfer	
Date:	
Price:	
Source(s):	

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Lot 4, Nelsen Business Park Fremont, NE 68025	Lot 2R, Block 1 Morningside N. Business Park Replat, Fremont		Lot 1, Block 2 Morningside N. Business Park, Fremont Ne		Lot 3, Block 2 Morningside N. Business Park, Fremont Ne	
Proximity to Subject							
Sale Price	\$ <u>N.A.</u>	\$ <u>273,095</u>		\$ <u>65,620</u>		\$ <u>133,749</u>	
Price/ Acre	\$	\$ <u>19,300.00</u>		\$ <u>19,300.00</u>		\$ <u>19,300.00</u>	
Data Source(s)	County Records	County Records		County Records		County Records	
Verification Source(s)	Sellers	Seller		Seller		Seller	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust	DESCRIPTION	+(-) \$ Adjust	DESCRIPTION	+(-) \$ Adjust
Sales or Financing Concessions	None Recorded	None Recorded		None Recorded		None Recorded	
Date of Sale/Time	<u>N.A.</u>	<u>3/27/2019</u>		<u>2/5/2019</u>		<u>12/20/2019</u>	
Rights Appraised	<u>Fee Simple</u>	<u>Fee Simple</u>		<u>Fee Simple</u>		<u>Fee Simple</u>	
Location		<u>3700 feet NW</u>		<u>1800 feet NW</u>		<u>3200 feet NW</u>	
Site Area (in Acres)	<u>5.76</u>	<u>14.15</u>		<u>3.4</u>		<u>6.93</u>	
Net Adjustment (Total, in \$)		<input type="checkbox"/> + <input type="checkbox"/> - \$		<input type="checkbox"/> + <input type="checkbox"/> - \$		<input type="checkbox"/> + <input type="checkbox"/> - \$	
Net Adjustment (Total, in \$ / Acre)							
Adjusted Sale Price (in \$ / Acre)		\$ <u>19,300</u>		\$ <u>19,300</u>		\$ <u>19,300</u>	

Summary of Sales Comparison Approach All three comparables are in the Morningside North Business Park and are all northwest from the subject. As reported, the comparables have all been sold in the past year. Activity has been brisk in this area. All sales are reported are the same price per acre. The topography of the subject and comparables are the same. All properties are or will be connected to city utilities. These comparable sales are across Morningside Road to the northwest. All comparables & the subject are zoned the same according to city officials. Market research has not shown that values change from one side of the road to the other so adjustments were made.

PROJECT INFORMATION FOR PUDs (if applicable) The Subject is part of a Planned Unit Development.

Legal Name of Project: _____

Describe common elements and recreational facilities: _____

Indicated Value by: Sales Comparison Approach \$ 19,300 acre

Final Reconciliation \$19,300 X 5.76 acres = \$111,168. Called \$111,200

This appraisal is made "as is", or subject to the following conditions: _____

This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ \$111,200 as of: 10/15/2019, which is the effective date of this appraisal.

If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

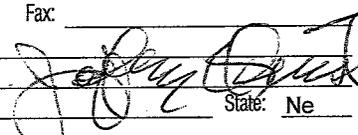
A true and complete copy of this report contains _____ pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:

Limiting cond./Certifications Narrative Addendum Location Map(s) Flood Addendum Additional Sales

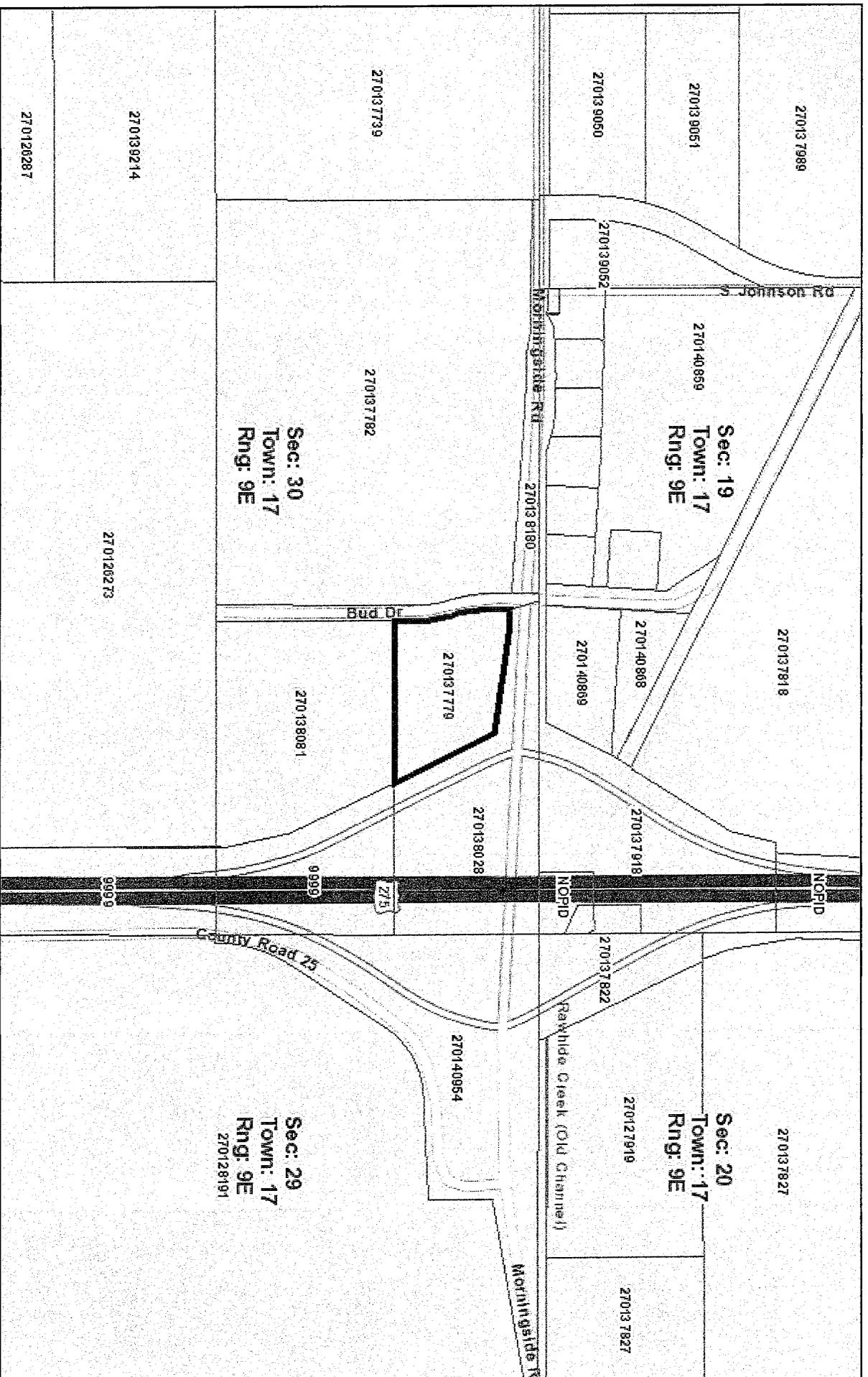
Photo Addenda Parcel Map Hypothetical Conditions Extraordinary Assumptions

Client Contact: Brian Newton Client Name: City of Fremont Nebraska

E-Mail: _____ Address: 400 East Military Fremont, Nebraska 68025

<p>APPRAISER</p> <p>Appraiser Name: <u>Jeffrey Quist</u></p> <p>Company: <u>Jeffrey Quist Quist</u></p> <p>Phone: <u>402-533-3379</u> Fax: _____</p> <p>E-Mail: <u>Jquist@abbnebraska.com</u></p> <p>Date of Report (Signature): <u>11/1/2019</u> </p> <p>License or Certification #: <u>CG290027</u> State: <u>Ne</u></p> <p>Designation: <u>Certified General</u></p> <p>Expiration Date of License or Certification: <u>12/31/2019</u></p> <p>Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop)</p> <p>Date of Inspection: <u>10/15/2019</u></p>	<p>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</p> <p>Supervisory or Co-Appraiser Name: _____</p> <p>Company: _____</p> <p>Phone: _____ Fax: _____</p> <p>E-Mail: _____</p> <p>Date of Report (Signature): _____</p> <p>License or Certification #: _____ State: _____</p> <p>Designation: _____</p> <p>Expiration Date of License or Certification: _____</p> <p>Inspection of Subject: <input type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect</p> <p>Date of Inspection: _____</p>
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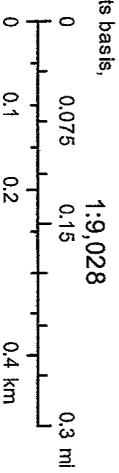
Lot 4, Nelsen Business Park Subject



October 31, 2019
11:02 AM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- Parcels
- Sections



Hi Jeff! Here is the plat and County GIS image for the City's property in Nelson Business Park. Please note that Lot 4 was the original parcel before the state took most of it for the interchange. Per the legal description below, the City now owns 5.76 acres.

Part of Lot 4, of Nelsen Business Park, to the City of Fremont, Dodge County, Nebraska, being described as follows: Beginning at the Southwest Corner of said Lot 4; thence N00°27'27"E (assumed bearing) on the West Line of said Lot 4, a distance of 73.16 feet to a point of curvature; thence northwesterly continuing on said West Line on a 532.50 foot radius curve to the left an arc distance of 170.62 feet to a point of reverse curvature, the chord of said curve bears N08°43'30"W 169.89 feet; thence northerly continuing on said West Line on a 467.50 foot radius curve to the right an arc distance of 149.85 feet to a point of tangency, the chord of said curve bears N08°43'30"W 149.21 feet; thence N00°27'27"E continuing on said West Line, a distance of 76.42 feet to a point on the West Right-of-Way Line of U.S. Highway No. 275, as previously described and recorded in Book 2005, page 0228, of the Dodge County Register of Deeds records; thence S86°00'00"E on said West Right-of-Way Line, a distance of 100.92 feet, thence S81°36'18"E continuing on said West Right-of-Way Line, a distance of 411.49 feet; thence S27°30'16"E continuing on said West Right-of-Way Line, a distance of 449.43 feet to a point on the South Line of said Lot 4; thence N89°56'04"W on said South Line, a distance of 668.09 feet to the true point of beginning, containing 5.76 acres, more or less (the "Property").

Please let me know if you have any questions. Brian



CITY OF FREMONT, NEBRASKA
Ordinance 5519
(Sale of Interest in City Owned Real Estate)

AN ORDINANCE PERTAINING TO THE SALE AND CONVEYANCE OF REAL ESTATE OWNED BY THE CITY OF FREMONT, NEBRASKA TO DEL PETERSON AND ASSOCIATES, INC., A, NEBRASKA CORPORATION, PURSUANT TO NEBRASKA LAW.

BE IT ORDAINED by the City Council of the City of Fremont, Nebraska:

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

Part of Lot 4, of Nelsen Business Park, to the City of Fremont, Dodge County, Nebraska, being described as follows: Beginning at the Southwest Corner of said Lot 4; thence N00°27'27"E (assumed bearing) on the West Line of said Lot 4, a distance of 73.16 feet to a point of curvature; thence northwesterly continuing on said West Line on a 532.50 foot radius curve to the left an arc distance of 170.62 feet to a point of reverse curvature, the chord of said curve bears N08°43'30"W 169.89 feet; thence northerly continuing on said West Line on a 467.50 foot radius curve to the right an arc distance of 149.85 feet to a point of tangency, the chord of said curve bears N08°43'30"W 149.21 feet; thence N00°27'27"E continuing on said West Line, a distance of 76.42 feet to a point on the West Right-of-Way Line of U.S. Highway No. 275, as previously described and recorded in Book 2005, page 0228, of the Dodge County Register of Deeds records; thence S86°00'00"E on said West Right-of-Way Line, a distance of 100.92 feet, thence S81°36'18"E continuing on said West Right-of-Way Line, a distance of 411.49 feet; thence S27°30'16"E continuing on said West Right-of-Way Line, a distance of 449.43 feet to a point on the South Line of said Lot 4; thence N89°56'04"W on said South Line, a distance of 668.09 feet to the true point of beginning, containing 5.76 acres, more or less ("Property").

Section 2. The City Council of the City of Fremont, Nebraska hereby finds and determines that it is necessary and desirable to sell the Property, consisting of approximately 5.76 acres of land owned by the City of Fremont, Nebraska to Del Peterson and Associates, Inc., a Nebraska Corporation, pursuant to the terms of the Purchase Agreement and in compliance with Neb. Rev. Stat. § 16-202.

Section 3. The purchase terms upon which the City of Fremont, Nebraska shall sell the subject real estate to Dodge County, shall require a purchase price of One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) to be paid to the City according to the terms in the Purchase Agreement. The sale of such subject real estate to Del Peterson and Associates, Inc. is subject to the following conditions:

- a. The City of Fremont, Nebraska compliance with the requirements of Neb. Rev. Stat. § 16-202, which requires the publication of the intent of the City to sell the subject real estate and no remonstrance filed by thirty percent (30%) of the voting public in objection thereto.

- b. The terms of such sale are contained in the proposed Purchase Agreement attached as Exhibit "A" and incorporated by this reference.

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

Passed and approved this 14th day of January, 2020.

CITY OF FREMONT, NEBRASKA

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

EXHIBIT "A"
Purchase Agreement
(See Attached)

CITY COUNCIL MEETING AGENDA POLICY

City Council meetings, scheduled for the second and last Tuesday of the month per the Fremont Municipal Code, will adhere to the following policy and scheduling deadlines in the development of the City Council's meeting agenda.

The agenda item deadlines, including the requisite supporting Council packet materials, are as follows:

1. City Council agendas items proposed and discussed by the Mayor, City Administration, and City Staff at each of their weekly Staff meetings shall be posted on the City's public website, marked as "Draft Agenda".
2. The City Council draft agenda shall consist of items proposed by the Mayor, City Administration, City Staff, and any other recommending City Board or Commission. The draft agenda items shall be accompanied by the requisite supporting agenda materials.
 - a. The draft agenda items along with all Staff, Board or Commission supporting materials must be provided to the City Clerk in a timely manner so as to facilitate a Wednesday, preceding any regularly scheduled City Council meeting, release and posting of the "Draft Agenda" on the City's public website. Late filed agenda requests or supporting items submitted after this deadline shall cause the agenda item and supporting materials to be held over and placed on the next regularly scheduled City Council meeting.
 - b. The only exceptions to this Draft Agenda release deadline will be to accommodate the Finance Director's Claims Report and any last minute requests for trade application permits.
 - c. When an update to the Draft Agenda is required to incorporate the Claims Report or last minute authorized trade application permits, the due date for such data will be no later than 2:00 PM the Friday (three (3) calendar days) preceding the meeting of the City Council.
3. City Council members may add additional items to the Draft Agenda, and/or add or supplement the supporting materials, until 2:00 PM the Thursday before the Council meeting. After which, and in accord with 2(a) and 2(b) above, the City Clerk will formally prepare and publish the "Final Agenda"

for the upcoming City Council Meeting.

4. Agenda items deemed to be of a routine nature, and not requiring the authorization or expenditure of City funds, with the exception of the Claims Report, may be categorized on the Council's agenda as "Consent Agenda" items. However, such categorization on the Council's Agenda is subject to removal and placement in the Council's Regular Agenda at the request of the Mayor, any City Council member, or member of the public.
 - a. Items subsequently removed from the Consent Agenda by the Mayor, any member of the Council, or by a member of the Public at a City Council meeting, will be moved to, and discussed along with other Regular Agenda items under New Business. Both the City Council and the Public will have an opportunity to address and discuss such matters.
5. City Council regular meeting "Final Agendas", along with all requisite supporting documents, will be published on the City's website no later than three (3) calendar days (or the Friday) in advance of the Council's scheduled meeting.
6. The City Council's Final Agenda described above, may be only be further modified after the Friday agenda release for items deemed to be an emergency as specified under Nebraska Statute and decisions¹.
7. Postings of the City Council agendas, and any updates, shall occur at times as required by this policy and by the *Nebraska Open Meetings Act* for posting of notices in public places.

The agenda for each public meeting of the City Council, as well as each, any, or all public meetings of any committees, boards or commissions of the City governed by the State's Open Public Meetings Laws shall be posted on the public website of the City and will be continuously kept current there and shall contain a statement that the agendas shall be readily available for inspection in the City Clerk's office. All postings shall occur no later than the times required by the *Nebraska Open Meetings Act* for posting of notices in public places.

¹ "An emergency is '(a)ny event or occasional combination of circumstances, which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition.'" *Steenblock v. Elkhorn Township Bd.* 245 Neb. 722, 515 N.W. 2d 128 (1994)

RESOLUTION NO. 2019-209

A Resolution of the City Council of the City of Fremont, Nebraska approving the City Council Meeting Agenda Policy.

WHEREAS, the attached policy proposes to accelerate and set deadlines for agenda items and the delivery of agendas to Council and codifies rules for certain agenda-related matters.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve the City Council Meeting Agenda Policy.

PASSED AND APPROVED THIS 14th DAY OF JANUARY, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Mayor and City Council
FROM: Brian Newton, City Administrator
DATE: January 14, 2020
SUBJECT: Agenda Policy

Recommendation: Move to approve Resolution 2020-011

Background: 1) On August 13, 2019, Councilman Yerger proposed amending Municipal Code Chapter 2, Article 1, Section 2-106. The item was continued until the August 27, 2019 Meeting.

2) At the August 27, 2019 meeting, the ordinance was continued until the October 8, 2019 meeting.

3) At the October 8, 2019 meeting, Councilman Yerger asked the ordinance be continued indefinitely, which was approved. Also, at this meeting, Councilman Yerger's proposed Resolution 2019-209 for an Agenda Policy was continued until the November 12, 2019 meeting

4) At the November 12, 2019 meeting the resolution was continued until the January 14, 2020 meeting.

Staff is proposing an amended policy (Resolution 2020-011) as an alternative to Councilman Yerger's policy. The policy simply affirms Staff's commitment to City Council to get the agenda and supporting material published six days prior to the meeting.

Fiscal Impact: None

City of Fremont City Council Policy Agenda Policy 2020-011

A POLICY OF THE CITY OF FREMONT, NEBRASKA, ESTABLISHING PROCEDURES FOR CITY COUNCIL AGENDAS.

Agenda for meetings.

1. The City Clerk shall place upon the agenda of any regular, special or formal study session meeting only those matters which have been directed by one (1) Council Member, or authorized by the Mayor or the City Administrator before the following times:
 - a. Items and backup from City Staff/Boards/Commissions - end of the seventh (7th) day prior to the date of the meeting,
 - b. Claims report from Treasurer - end of the fifth (5th) day prior to the date of the meeting,
 - c. Trade permits from City Clerk - 12:00pm of the fourth (4th) day prior to the date of the meeting,
 - d. Items and backup from the Mayor or members of City Council – 12:00pm of the fourth (4th) day prior to the date of the meeting.
 - e. Emergency items shall follow Fremont Municipal Code and State Statute.
2. A current agenda in draft form will be maintained by the City Clerk and posted on the City's website.
3. The first draft of the agenda and supporting materials will be posted to the City's website before the end of the sixth (6th) day prior to the date of the meeting. Subsequent drafts will be posted to the website as soon as possible.

PASSED AND APPROVED THIS 14th DAY OF JANUARY, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Don Simon, Chief Building Inspector
DATE: January 14, 2020
SUBJECT: Amendments to Chapter 9 – Fee Schedule - Appendix A

Recommendation: 1) Motion to hold first reading of the ordinance
2) Move to suspend the rules and place the ordinance on final reading
3) Hold the final reading and pass the ordinance

Background: Review and consider fee amendments to Chapter 9 – Fee Schedule - Appendix A of the Fremont Municipal Code. An amendment is being made for the new construction and additions permit fee in regards to the International Code Council Building Valuation Data (BVD) table. The BVD will be updated every even year. By updating the BVD every other year, it will be more in line with the city's budget cycle.

Another amendment is modifying Grading – Over 1 Acre to read as Commercial Grading. Reviewing residential grading sites is not currently being done, but reviewing all commercial grading sites, regardless of size, is being done to make sure requirements for storm sewer and run-off is being completed. Residential grading review will be done in the future.

Mechanical medical gas piping fees are being added because it can be installed to a property at any time and not because of new construction, an addition or alteration. Medical gas piping also requires a special certification to install it so that is why it is separated from the current gas piping fee.

We are requesting the three readings be waived to coordinate with the timing of the update and anticipated approval of the Master Fee Schedule on January 28, 2020.

Fiscal Impact: None

Fee Schedule – Appendix A

On buildings and structures, or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the following schedule:

Permit fees for new construction and additions shall be based on the total construction value of the proposed work. The total construction value shall include all labor and material cost including electrical, mechanical, plumbing, etc. The valuation shall be based on the ~~most recent~~ published values per square foot as established by the International Code Council Building Valuation Data (BVD) using a regional construction cost adjustment factor of .0055 except where a valid cost breakdown is submitted to and approved by the Building Official. The BVD will be updated every even year. A valid cost breakdown shall be the actual contract cost (including all labor and materials) as provided by the applicant and accepted as reasonable by the Building Official. Any finished basements that are completed *during* the new construction, the fee for the basement square footage will be assessed at 30% ~~50%~~ of the BVD.

The total valuation of building alterations, accessory structures, decks, porches, in-ground pools, roofs, siding, windows, doors, gutters and other work not specifically stated in flat fee permit list shall be based on actual contract cost (including all labor and materials) or estimated cost as established by the Building Official based on cost typically charged for the work. The valuation for projects listed above must include electrical, plumbing and/or mechanical fees if that work is being completed. See the following fee schedule:

TOTAL VALUATION	FEE
\$1 to \$1600	See Fremont Master Fee Schedule
\$1601 to \$2,000	See Fremont Master Fee Schedule
\$2,001 to \$25,000	See Fremont Master Fee Schedule
\$25,001 to \$50,000	See Fremont Master Fee Schedule
\$50,001 to \$100,000	See Fremont Master Fee Schedule
\$100,001 to \$500,000	See Fremont Master Fee Schedule
\$500,001 and over	See Fremont Master Fee Schedule

Flat Fee Permits	
Above Ground Pool	See Fremont Master Fee Schedule
Commercial Work-Site Trailer (includes all hookups)	See Fremont Master Fee Schedule
Electrical – 101-200 Amp	See Fremont Master Fee Schedule
Electrical – 1-100 Amp	See Fremont Master Fee Schedule
Electrical – 201-400 Amp	See Fremont Master Fee Schedule
Electrical – 401-600 Amp	See Fremont Master Fee Schedule
Electrical – 601-800 Amp	See Fremont Master Fee Schedule

Electrical – 801-1000 Amp	See Fremont Master Fee Schedule
Electrical – Larger than 1001 Amp	See Fremont Master Fee Schedule
Electrical – New Branch Circuit and Feeders	See Fremont Master Fee Schedule
Electrical – Repair work on existing sign	See Fremont Master Fee Schedule
Electrical – Repair/Work Existing Electrical Service	See Fremont Master Fee Schedule
Electrical – Storm Damage Repair	See Fremont Master Fee Schedule
Fence/Retaining Wall (0-300 Lineal Feet)	See Fremont Master Fee Schedule
Fence/Retaining Wall (301+ Lineal Feet)	See Fremont Master Fee Schedule
Flood Plain Development	See Fremont Master Fee Schedule
Full Demolition	See Fremont Master Fee Schedule
<u>Commercial</u> Grading – <u>Over 1 Acre</u>	See Fremont Master Fee Schedule
Interior Demolition	See Fremont Master Fee Schedule
Letter of Flood Plain Determination	See Fremont Master Fee Schedule
Letter of Map Amendment (LOMA) Community Acknowledgement	See Fremont Master Fee Schedule
Mechanical – Cooling Only Replacement (includes electrical)	See Fremont Master Fee Schedule
Mechanical – Gas Piping	See Fremont Master Fee Schedule
Mechanical – Heating and Cooling Replacement (includes electrical)	See Fremont Master Fee Schedule
Mechanical – Heating Only Replacement (includes electrical)	See Fremont Master Fee Schedule
<u>Mechanical – Medical Gas Piping (up to 3 openings)</u>	<u>\$30</u>
<u>Mechanical – Medical Gas Piping (4 or more openings)</u>	<u>\$10 per additional openings</u>
New Mobile Home (includes all hookups)	See Fremont Master Fee Schedule
Plumbing – Backflow Preventer/City Service Containment Device (RPZ)	See Fremont Master Fee Schedule
Plumbing – Fixture Opening	See Fremont Master Fee Schedule
Plumbing – Gas Piping	See Fremont Master Fee Schedule
Plumbing – Sprinkler System/Backflow Prevention	See Fremont Master Fee Schedule
Plumbing – Water Conditioner	See Fremont Master Fee Schedule
Plumbing – Water Heater	See Fremont Master Fee Schedule
Septic System	See Fremont Master Fee Schedule
Septic System-Field Only	See Fremont Master Fee Schedule
Septic System-Tank Only	See Fremont Master Fee Schedule
Sign – 1-35 Sq Ft	See Fremont Master Fee Schedule
Sign – 36-75 Sq ft	See Fremont Master Fee Schedule

Sign – 76-150 Sq Ft	See Fremont Master Fee Schedule
Sign – 151-300 Sq Ft	See Fremont Master Fee Schedule
Sign – Over 300 Sq Ft	See Fremont Master Fee Schedule
Sign – Temporary	See Fremont Master Fee Schedule

Any encroachment in the right of way in the Downtown Commercial District, such as sidewalk cafés, awnings, etc will be assessed by the following fee schedule:

Project Valuation	Fee
\$1 - \$50	See Fremont Master Fee Schedule
\$51 - \$200	See Fremont Master Fee Schedule
\$201 - \$1000	See Fremont Master Fee Schedule
\$1001 - \$5000	See Fremont Master Fee Schedule
Over \$5001	See Fremont Master Fee Schedule

Other Plan Review and Inspection Related Fees:

- (1) Inspections Performed Outside of Normal Business Hours. Where previously approved by the Code Official, inspections performed outside of normal business hours shall be billed at a rate of \$300.00 per hour with a minimum of a one and one-half hour charge.
- (2) Re-inspections. A re-inspection fee in the amount of \$50.00 may be assessed by the Code Official when:
 - a. Inspections called for are not ready, or are not readily available for inspection,
 - b. The building address or permit is not clearly posted,
 - c. City approved plans are not on-site, or
 - d. Correction items have not been corrected.
- (3) Plan Review and Inspections For Which No Fee Is Specifically Identified. Plan review fee and inspection fees, including re-review of shall be assessed at a rate of \$50.00 per hour.

Work Performed Without A Permit Fee: If work for which a permit is required by the building ordinance is commenced prior to obtaining a required permit, the following penalties will be assessed:

- (a) First Offense: A fee of \$100.00 plus the permit fees per the master fee schedule.
- (b) Second Offense: A fee of \$500.00 plus the permit fees per the master fee schedule.
- (c) Third Offense: A general contractor performing work without a permit will not be issued any building permits for 6 months and must be reviewed by the Building Code Advisory and Appeals Board before reissuance of permits. The master registration for the electrical, mechanical or plumbing contractor performing work without a permit will be revoked for 6 months and reinstated after review by the Building Code Advisory and Appeals Board.

Registration Fees: All tradesmen engaged in the electrical, mechanical, or plumbing contracting business, erection, installation, construction, alteration, relocation, replacement, repair,

maintenance, removal or demolition of any electrical, mechanical, or plumbing system, in whole or in part, are required to obtain an occupational registration and pay a fee as follows:

REGISTRATION	FEE
Master Registration	See Fremont Master Fee Schedule
Master Examination*	See Fremont Master Fee Schedule
Journeyman Registration	See Fremont Master Fee Schedule
Journeyman Examination*	See Fremont Master Fee Schedule
Apprentice Registration	See Fremont Master Fee Schedule
Onsite Wastewater Treatment Professional Registration	See Fremont Master Fee Schedule
Water Conditioning Contractor/Installer Registration	See Fremont Master Fee Schedule
Water Conditioning Contractor/Installer Examination*	See Fremont Master Fee Schedule
Renewal Fee	See Fremont Master Fee Schedule

* For examinations administered by the City. All other examination fees shall be paid directly to the proctor.

ORDINANCE NO. 5524

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING CHAPTER 9 – FEE SCHEDULE - APPENDIX A OF THE FREMONT MUNICIPAL CODE; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICTS THEREWITH; PROVIDING A SEVERABILITY AND SAVING CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City of Fremont has a Master Fee Schedule that correlates with Chapter 9 – Fee Schedule - Appendix A; and,

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

SECTION 1. MUNICIPAL CODE AMENDMENT. That Fremont Municipal Code (FMC) Chapter 9 Building Regulations – Fee Schedule - Appendix A is hereby amended as follows:

Fee Schedule - Appendix A

On buildings and structures, or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the following schedule:

Permit fees for *new construction* and *additions* shall be based on the total construction value of the proposed work. The total construction value shall include all labor and material cost including electrical, mechanical, plumbing, etc. The valuation shall be based on the published values per square foot as established by the International Code Council Building Valuation Data (BVD) using a regional construction cost adjustment factor of .0055 except where a valid cost breakdown is submitted to and approved by the Building Official. The BVD will be updated every March 1st of an even year to the February table published that year. A valid cost breakdown shall be the actual contract cost (including all labor and materials) as provided by the applicant and accepted as reasonable by the Building Official.

Any finished basements that are completed *during* the new construction, the fee for the basement square footage will be assessed at 30% of the BVD.

The total valuation of building alterations, accessory structures, decks, porches, in-ground pools, roofs, siding, windows, doors, gutters and other work not specifically stated in flat fee permit list shall be based on actual contract cost (including all labor and materials) or estimated cost as established by the Building Official based on cost typically charged for the work. The valuation for projects listed above must include electrical, plumbing and/or mechanical fees if that work is being completed. See the following fee schedule:

TOTAL VALUATION	FEE
\$1.00 to \$1,600.00	See Fremont Master Fee Schedule

\$1,601.00 to \$2,000.00	See Fremont Master Fee Schedule
\$2,001.00 to \$25,000.00	See Fremont Master Fee Schedule
\$25,001.00 to \$50,000.00	See Fremont Master Fee Schedule
\$50,001.00 to \$100,000.00	See Fremont Master Fee Schedule
\$100,001.00 to \$500,000.00	See Fremont Master Fee Schedule; \$1,000.00 or fraction thereof, up to and including \$500,000.00
\$500,001.00 and over	See Fremont Master Fee Schedule; \$1,000.00 or fraction thereof

Flat Fee Permits	
Above Ground Pool	\$See Fremont Master Fee Schedule
Commercial Work-Site Trailer (includes all hookups)	See Fremont Master Fee Schedule
Electrical - 101—200 Amp	See Fremont Master Fee Schedule
Electrical - 1—100 Amp	See Fremont Master Fee Schedule
Electrical - 201—400 Amp	See Fremont Master Fee Schedule
Electrical - 401—600 Amp	See Fremont Master Fee Schedule
Electrical - 601—800 Amp	See Fremont Master Fee Schedule
Electrical - 801—1000 Amp	See Fremont Master Fee Schedule
Electrical - Larger than 1001 Amp	See Fremont Master Fee Schedule
Electrical - New Branch Circuit and Feeders	See Fremont Master Fee Schedule
Electrical - Repair work on existing sign	See Fremont Master Fee Schedule
Electrical - Repair/Work Existing Electrical Service	See Fremont Master Fee Schedule
Electrical - Storm Damage Repair	See Fremont Master Fee Schedule
Fence/Retaining Wall (0—300 Lineal Feet)	See Fremont Master Fee Schedule

Fence/Retaining Wall (301+ Lineal Feet)	See Fremont Master Fee Schedule
Flood Plain Development	See Fremont Master Fee Schedule
Full Demolition	See Fremont Master Fee Schedule
Commercial Grading	See Fremont Master Fee Schedule
Interior Demolition	See Fremont Master Fee Schedule
Letter of Flood Plain Determination	See Fremont Master Fee Schedule
Letter of Map Amendment (LOMA) Community Acknowledgement	See Fremont Master Fee Schedule
Mechanical - Cooling Only Replacement (includes electrical)	See Fremont Master Fee Schedule
Mechanical - Gas Piping	See Fremont Master Fee Schedule
Mechanical - Heating and Cooling Replacement (includes electrical)	See Fremont Master Fee Schedule
Mechanical - Heating Only Replacement (includes electrical)	See Fremont Master Fee Schedule
Mechanical – Medical Gas Piping (up to 3 openings)	\$30
Mechanical – Medical Gas Piping (4 or more openings)	\$10 per additional opening
New Mobile Home (includes all hookups)	See Fremont Master Fee Schedule
Plumbing - Backflow Preventer/City Service Containment Device (RPZ)	See Fremont Master Fee Schedule
Plumbing - Fixture Opening	See Fremont Master Fee Schedule
Plumbing - Gas Piping	See Fremont Master Fee Schedule
Plumbing - Sprinkler System/Backflow Prevention	See Fremont Master Fee Schedule
Plumbing - Water Conditioner	See Fremont Master Fee Schedule
Plumbing - Water Heater	See Fremont Master Fee Schedule
Septic System	See Fremont Master Fee Schedule

Septic System-Field Only	See Fremont Master Fee Schedule
Septic System-Tank Only	See Fremont Master Fee Schedule
Sign - 1—35 Sq Ft	See Fremont Master Fee Schedule
Sign - 36—75 Sq ft	See Fremont Master Fee Schedule
Sign - 76—150 Sq Ft	See Fremont Master Fee Schedule
Sign - 151—300 Sq Ft	See Fremont Master Fee Schedule
Sign - Over 300 Sq Ft	See Fremont Master Fee Schedule
Sign - Temporary	See Fremont Master Fee Schedule

Any encroachment in the right of way in the Downtown Commercial District, such as sidewalk cafés, awnings, etc will be assessed by the following fee schedule:

Project Valuation	Fee
\$1.00—\$50.00	See Fremont Master Fee Schedule
\$51.00—\$200.00	See Fremont Master Fee Schedule
\$201.00—\$1,000.00	See Fremont Master Fee Schedule
\$1,001.00—\$5,000.00	See Fremont Master Fee Schedule
Over \$5,001.00	See Fremont Master Fee Schedule

Other Plan Review and Inspection Related Fees:

- (1) Inspections Performed Outside of Normal Business Hours. Where previously approved by the Code Official, inspections performed outside of normal business hours shall be billed at a rate in accordance with the Fremont Master Fee Schedule with a minimum of a one and one-half hour charge.
- (2) Re-inspections. A re-inspection fee in accordance with the Fremont Master Fee Schedule may be assessed by the Code Official when:
 - a. Inspections called for are not ready, or are not readily available for inspection,
 - b. The building address or permit is not clearly posted,
 - c. City approved plans are not on-site, or
 - d. Correction items have not been corrected.
- (3) Plan Review and Inspections For Which No Fee Is Specifically Identified. Plan review fee and inspection fees, including re-review of shall be assessed at a rate according the Fremont Master Fee Schedule.

Work Performed Without A Permit Fee: If work for which a permit is required by the building ordinance is commenced prior to obtaining a required permit, the following penalties will be assessed:

- (a) First Offense: A fee of \$100.00 plus the permit fees per the Fremont Master Fee Schedule.
- (b) Second Offense: A fee of \$500.00 plus the permit fees per the master fee schedule.
- (c) Third Offense: A general contractor performing work without a permit will not be issued any building permits for 6 months and must be reviewed by the Building Code Advisory and Appeals Board before reissuance of permits. The master registration for the electrical, mechanical or plumbing contractor performing work without a permit will be revoked for 6 months and reinstated after review by the Building Code Advisory and Appeals Board.

Registration Fees: All tradesmen engaged in the electrical, mechanical, or plumbing contracting business, erection, installation, construction, alteration, relocation, replacement, repair, maintenance, removal or demolition of any electrical, mechanical, or plumbing system, in whole or in part, are required to obtain an occupational registration and pay a fee as follows:

REGISTRATION	FEE
Master Registration	See Fremont Master Fee Schedule
Master Examination*	See Fremont Master Fee Schedule
Journeyman Registration	See Fremont Master Fee Schedule
Journeyman Examination*	See Fremont Master Fee Schedule
Apprentice Registration	See Fremont Master Fee Schedule
Onsite Wastewater Treatment Professional Registration	See Fremont Master Fee Schedule
Water Conditioning Contractor/Installer Registration	See Fremont Master Fee Schedule
Water Conditioning Contractor/Installer Examination*	See Fremont Master Fee Schedule
Renewal Fee	See Fremont Master Fee Schedule

* For examinations administered by the City. All other examination fees shall be paid directly to the proctor.

SECTION 2. REPEALER. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

PASSED AND APPROVED THIS 14th DAY OF JANUARY, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Brian Newton, City Administrator
DATE: January 14, 2020
SUBJECT: Ordinance No. 5525 – sale of City property

Recommendations: 1) Move to hold first reading.

BACKGROUND: The City owns approximately 80 acres known as the Tech/Business Park. Travis (T.J.) Bird and Molly Bird are proposing to purchase what is shown as Lot 24 (1.45 acres) in the park for \$47,048 to relocate their business.

FISCAL IMPACT: \$47,048

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“Agreement”) is made this ____ day of _____ 2019, by and between the City of Fremont, Nebraska, a Nebraska municipal corporation, hereinafter called “Seller”, and Travis (T.J.) Bird and Molly Bird (husband and wife), a Nebraska sole proprietor, hereinafter called “Purchaser”.

1. Real Property. Seller hereby agrees to sell and Purchaser hereby agrees to purchase the following-described real estate:

Lot ____ of the Fremont Technology Park First Addition, to the City of Fremont, Dodge County, Nebraska, being described as follows: _____, containing 1.45 acres, more or less (the “Property”).

2. Deed and Title. The legal description of the Property shall be confirmed with the title insurance commitment and, at Purchaser’s option, a survey. Seller agrees to convey title to Purchaser, or Purchaser’s nominees, by Special Warranty Deed, free and clear of all liens, encumbrances, or special assessments levied or assessed or estimated to be assessed for projects constructed or under construction, except easements and restrictions of record or any zoning laws, regulations or ordinances affecting the Property as will not materially interfere with such use of the Property as Purchaser might reasonably expect to make in view of the general character of the area and neighborhood in which the Property is located.

3. Purchase Price, Manner of Payment, and

A. **Purchase Price.** Purchaser agrees to pay to Seller for the Property the sum of Thirty-two Thousand Five Hundred and No/100 Dollars per acre or a total purchase price of Forty Seven Thousand Forty Eight Dollars (\$47,048.00) (the “Purchase Price”) as follows:

B. **Earnest Money.** At the signing of the Agreement, Purchaser shall pay earnest money of Two Thousand and No/100 Dollars (\$2,000.00), to be deposited with Dodge County Title Company; and

C. **Remaining Balance.** The Purchaser shall pay the balance in cash or certified check at time of closing and delivery of Deed.

D. **Partial Refund of Purchase Price.** The Seller received a Community Development Block Grant (CDBG) in the amount of \$975,392 to stimulate the location of thirty-one (31) new jobs in the Property. If the Seller meets this job growth target before April 22, 2022, Seller shall refund Purchaser a sum of Seventeen Thousand Six Hundred Seventy Eight and No/100 Dollars (\$17,678.00). If Seller is not successful in meeting the job growth target before April 22, 2022, the Purchaser shall not receive a refund of the Purchase Price.

4. Conditions. This Agreement is expressly conditioned on:

A. **Purchaser’s Conditions Precedent.** (i) The Purchaser obtaining conventional financing at a reasonable rate of interest in Purchaser’s discretion in

order to purchase the land and to make the improvements which Purchaser contemplates on the land. Purchaser will exercise its best effort to obtain said loan.

If the above conditions have not been approved and completed within one hundred twenty (120) days from the date of the last party to sign this Agreement, this Agreement is to be null and void, and the earnest money of Two Thousand and No/100 Dollars (\$2,000.00) paid herewith shall be forfeited by the Purchaser.

B. Seller's Conditions Precedent. Seller's obligation to sell the Property to Purchaser is conditioned on: (i) the passage and approval of an ordinance by the City Council of the City of Fremont and publication of notice of sale and right of remonstrance as provided by Neb. Rev. Stat. §16-202. Closing shall not occur until the lapse of thirty (30) days following the last day of publication with no remonstrance.

5. Possession and Closing. Closing of this sale shall take place and possession of the Property shall be delivered to the Purchaser upon the latter to be achieved: (a) within thirty (30) days of Purchaser's loan being approved by its lending institution; and (b) the failure of remonstrance as provided by law.

6. Taxes. The Property has been exempt from real estate taxes for tax year 2019 and prior years. Upon the sale and transfer of the Property to Purchaser, the Property shall lose the exemption and Purchaser shall be responsible for the applicable real estate taxes.

7. Inspections. Seller will permit inspections of the Property by Purchaser personally, by third-party inspectors selected by Purchaser or for any inspections subsequently agreed to in writing between Seller and Purchaser, or as required by Purchaser's lender, upon reasonable advance notice to Seller. Purchaser and Seller may be present during inspections.

8. Title Insurance. Seller shall furnish title insurance showing merchantable title of record in Seller to the Property. In the event of defects in title, Seller shall be notified and Seller shall proceed immediately to have said defects cured within a reasonable time after notice. Closing may be extended for a short reasonable time necessary to cure said title defects. The cost of said title insurance shall be the responsibility of the Purchaser. If there are defects in the title which cannot be cured as specified above, the earnest money is to be refunded to Purchaser.

9. Revenue Stamps. The transfer and conveyance to Purchaser shall qualify for the exemption available under Neb. Rev. Stat. § 76-902(2).

10. Insurance. Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Purchaser. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Purchaser shall have the right to rescind this agreement, and Seller shall then refund the Deposit to Purchaser. Purchaser agrees to provide its own hazard insurance as of the date of closing.

11. Condition of Property. Property is being sold "as is", with no representation or warranties, expressed or implied, by the Seller with respect to health, safety or environmental conditions. Purchaser represents that it has had the opportunity to examine said Property and that its decision to purchase the property is based upon its own examination and not upon any representation of the Seller or any of the Seller's agents.

State of NEBRASKA)
)ss
County of DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, a Nebraska sole proprietor.

Notary Public

DRAFT

CITY OF FREMONT, NEBRASKA
Ordinance No. 5525
(Sale of Interest in City Owned Real Estate)

AN ORDINANCE PERTAINING TO THE SALE AND CONVEYANCE OF REAL ESTATE OWNED BY THE CITY OF FREMONT, NEBRASKA TO TRAVIS (T.J.) BIRD AND MOLLY BIRD, A NEBRASKA SOLE PROPRIETOR, PURSUANT TO NEBRASKA LAW.

BE IT ORDAINED by the City Council of the City of Fremont, Nebraska:

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

Lot ____ of the Fremont Technology Park Subdivision, to the City of Fremont, Dodge County, Nebraska, being described as follows: _____, containing 1.45 acres, more or less (the "Property").

Section 2. The City Council of the City of Fremont, Nebraska hereby finds and determines that it is necessary and desirable to sell the Property, consisting of approximately 1.456 acres of land owned by the City of Fremont, Nebraska to Travis (T.J.) Bird and Molly Bird (husband and wife), a Nebraska Sole Proprietor, pursuant to the terms of the Purchase Agreement and in compliance with Neb. Rev. Stat. § 16-202.

Section 3. The purchase terms upon which the City of Fremont, Nebraska shall sell the subject real estate to Dodge County, shall require a purchase price of Forty Seven Thousand Forty Eight Dollars (\$47,048.00) to be paid to the City according to the terms in the Purchase Agreement. The sale of such subject real estate to Travis and Molly Bird is subject to the following conditions:

- a. The City of Fremont, Nebraska compliance with the requirements of Neb. Rev. Stat. § 16-202, which requires the publication of the intent of the City to sell the subject real estate and no remonstrance filed by thirty percent (30%) of the voting public in objection thereto.
- b. The terms of such sale are contained in the proposed Purchase Agreement attached as Exhibit "A" and incorporated by this reference.

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

Passed and approved this 11th day of February, 2020.

CITY OF FREMONT, NEBRASKA

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

EXHIBIT "A"
Purchase Agreement
(See Attached)