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When: July 28, 2020 06:30 PM Central Time (US and Canada)
Topic: July 28, 2020 City Council Meeting

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



**CITY OF
FREMONT
NEBRASKA**

**COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING
July 28, 2020 - 7:00 PM
Public Comment 6:30 PM
City Council Chambers 400 East Military, Fremont NE**

COMMUNITY DEVELOPMENT AGENCY AGENDA

7:00 PM

MEETING CALLED TO ORDER

ROLL CALL

PUBLIC HEARING

- 1.** Resolution 2020-010 recommending approval and adopting an amendment to the Redevelopment Plan for the Morningside Road Redevelopment Area for the RD leasing Redevelopment Project and a cost-benefit analysis for the RD Leasing Redevelopment Project
- 2.** Resolution 2020-011 approving the Redevelopment Agreement for the Rd Leasing Redevelopment Project and authorizing the issuance of tax increment financing indebtedness

ADJOURNMENT

CITY COUNCIL REGULAR MEETING AGENDA

7:00 PM – Following the preceding Meeting

MEETING CALLED TO ORDER

ROLL CALL

MAYOR COMMENTS

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

- 1.** Motion to adopt current agenda for the July 28, 2020 Regular Meeting

PUBLIC HEARINGS:

- [2.](#) Resolution 2020-145 approving the Class I Liquor License for Heladeria Reinita Restaurant at 414 N. Main Street
- [3.](#) Resolution 2020-146 approving and adopting an amendment to the Redevelopment Plan for the Morningside Road Redevelopment Area for the RD leasing Redevelopment Project and a cost-benefit analysis for the RD Leasing Redevelopment Project
- [4.](#) Resolution 2020-147 approving the Redevelopment Agreement for the Rd Leasing Redevelopment Project and authorizing the issuance of tax increment financing indebtedness
- [5.](#) Ordinance 5540 for Change of Zone from R, Rural to GC, General Commercial on property generally located at the northwest intersection of Highway 77/275 and W. County Road S

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

6. Motion to approve July 15, 2020 through July 28, 2020 claims and authorize checks to be drawn on the proper accounts
7. Dispense with and approve July 14, 2020 City Council Meeting Minutes
8. Motion to approve request for use of John C. Fremont Park for Concerts in the Park
9. Motion to approve the recommendation of the Mayor to reappoint Amber Barton, Ryan Fiala and Katie Carlson to the Housing Rehabilitation Board for terms ending June 2024.
10. Motion to approve the recommendation of the Mayor to appoint Janet Larson to the Utility and Infrastructure Board for a term ending June 2025
11. Resolution 2020-148 for sale of City property rights for Hwy 77, Southeast Beltway which lies within the limits of the Beltway Project
12. Motion authorizing the City Clerk to sign Special Designated License Local Recommendation form for event for Burtonian Enterprises LLC dba Tin Lizzy Tavern
13. Motion to approve the recommendation of Council Member Legband to appoint Janet Stewart to the temporary Animal Control Citizens Advisory Board
14. Resolution 2020-149 awarding the bid for the new police cruiser upfitting to Jones Automotive of Omaha

UNFINISHED BUSINESS: Requires individual associated action

- [15.](#) Ordinance 5536 to annex Lot 3 Morningside Industrial Park, generally located on the northeast corner of Morningside and Howard Streets (final reading)

NEW BUSINESS: Requires individual associated action

- [16.](#) Resolution 2020-150 adopting agreement with Nebraska Department of Transportation, aeronautics division for grant no. 3-31-0029- 013-2020 to obtain federal non-development economic assistance for the airport under the provisions of the Federal Cares Act
- [17.](#) Resolution 2020-151 approving the Agreement with Police Facility Design Group, for professional architectural services in construction design and administration for the Joint Law Enforcement Center Project
- [18.](#) Resolution 2020-152 approving the change order submitted by Cheever Construction to replace the windows at the City Auditorium
- [19.](#) Resolution 2020-153 awarding the contract to Graybar Electric Company Inc. for Purchase of 72.5kV Power Circuit Breakers
- [20.](#) Resolution 2020-154 to approve request for a Conditional Use Permit to install two private camper pads at the Rod & Gun Club
- [21.](#) Resolution 2020-155 approving a Conditional Use Permit for soil excavation to be used for the construction of the south beltway on property generally located south of Old Highway 275, north of Hills Farm Road and west of a line extended southward from Luther Road
22. Executive session with respect to real estate purchase and potential litigation
- [23.](#) Resolution 2020-156 to approve staff to purchase the residence at 1517 North Union Street Fremont Nebraska for future use by the City of Fremont Fire Department

ADJOURNMENT

Agenda posted at the Municipal Building on July 22, 2020 and online at www.fremontne.gov. Agenda distributed to the Mayor and City Council on July 22, 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, boing, 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: July 28, 2020
SUBJECT: Request for Amendment to the Morningside Road Redevelopment Area for the RD Leasing Redevelopment Project

Recommendation: Recommend Approval of Redevelopment Project to City Council

Overview of Development Process:

This request for a redevelopment project is the fifth step in the redevelopment process. The Redevelopment process is established in State Statutes to facilitate the removal of blight and substandard conditions by providing an avenue for the use of Tax Increment Financing to facilitate the redevelopment that otherwise would not occur. This step of the development process focuses on the financial aspects of a project for which a developer is requesting Tax Increment Financing in order to help pay for the public improvements. The process is as follows:

1. The area is declared Blighted and Substandard.
2. A Redevelopment Plan is prepared and approved for the area.
3. A developer identifies a project and prepares an amendment to the Redevelopment Plan for a specific Redevelopment Project.
4. The Community Development Agency refers the Redevelopment Project to the Planning Commission to review for conformity with the Comprehensive Plan.
5. The Planning Commission makes a recommendation on the amendment to the Redevelopment Plan for the the project to the Community Development Agency and City Council which then review and approve the amendment to the Redevelopment Plan.
6. A Redevelopment Agreement is prepared that specifies the responsibilities of the developer and the City. This is approved by the Community Development Agency.

While the redevelopment process is related to the zoning and subdivision process, it is not intended to serve the same purpose. Approval of a redevelopment plan does not convey zoning or subdivision rights to a piece of property. Rather, it conveys the intent to develop the property as shown in a plan to remove blight and substandard conditions through Tax Increment Financing.

Under the UDC, the zoning of a property designates the uses that are permitted, limited (allowed if certain requirements are met) and conditional (subject to a conditional use permit approval by City Council.) Uses must also meet the setback, floor area ratio, and landscape ratio standards for the district. Landscaping buffers, parking requirements, signage requirements and accessory uses are also regulated by zoning.

Changing the zoning of a piece of property conveys the right to use the property as permitted in the UDC. At that time, consideration is given to consistency with the Comprehensive Plan and the compatibility of the proposed uses with the surrounding uses. A traffic study might be required at this point if the proposal is not associated with a subdivision and the proposed uses could generate a level

of traffic that would require road improvements or traffic calming measures. Most applications for a change of zone do not have a need for a traffic study.

The subdivision process entails a Preliminary Plat and a Final Plat. The Preliminary Plat shows the intended lot lines, dimensions and easements in the proposed subdivision. The location and size of utility infrastructure and roads; grading and drainage calculations, and so forth, are submitted at this time. This is the point in the process that entails a detailed review of the proposed subdivision in which traffic studies or other impact studies may be required.

The final plat establishes the final layout of the lots. The grading and drainage, utility layout, traffic impacts, and so forth have already been reviewed with the Preliminary Plat. The purpose of a final plat is to legally create the parcels and to dedicate the rights-of-way and any easements. The subdivision agreement establishes the developer's responsibilities for the cost and installation of infrastructure at this point in time.

This property in the RD Leasing proposal is zoned LI, Light Industrial. The uses allowed in the LI district are attached in appendix A.

Background:

This is a request for an amendment to the Morningside Road Redevelopment Area to include the RD Leasing Redevelopment Project

The Morningside Road Redevelopment Area was declared blighted and substandard by the City Council on May 27, 2014. The Redevelopment Plan was approved June 10, 2014.

The commercial and industrial use of the property is consistent with the Comprehensive Plan. The Future Land Use Map was revised by the City Council on May 31, 2016 to designate the area Industrial. The area had previously been designated Residential.

The approved redevelopment plan identified potential redevelopment projects to improve the blighted and substandard conditions including:

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

The purpose of the amendment is to identify the redevelopment project which consists of the development of 16 lots for the construction of commercial and industrial flex buildings, parking lots and ancillary improvements. The proposed buildings will range in size from 3,000 square feet to 10,000 square feet and will be developed in phases over six years.

The tax increment will be used to assist in the cost of public improvements including the installation of utilities, streets, sidewalks, erosion and storm water control, site preparation, site design, site acquisition as provided by State statute.

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

Findings:

The area was declared blighted and substandard in May, 2014.

The industrial uses are consistent with the Comprehensive Plan.

The estimated base valuation of the project area is \$33,000.

The estimated completed project assessed valuation is \$3,992,000

The projected tax increment base is \$3,961,000

The estimated annual tax shift is \$81,000.

An estimated \$700,000 in tax increment financing is necessary to provide for the construction and installation of infrastructure and related eligible expenditures.

The proposed redevelopment projects would not be feasible without tax increment financing.

The proposed redevelopment project is in the best economic interest of the City of Fremont.

Vicinity Map



Future Land Use Map Excerpt



Appendix A

Uses in the LI, Light Industrial Zoning District		
<u>Permitted by Right:</u>	<u>Limited Use:</u>	<u>Conditional Use:</u>
Outdoor Recreation	Adult Establishment	Civic Club/Private Club
Park	Major Automotive Repair	Public Assembly
Agriculture	Minor Automotive Repair	Health Club
Light Industry	Retail Sales	Indoor Commercial Amusement
Energy Conversion System	Service Station	Indoor Recreation
Office	Wholesale Establishment	Outdoor Commercial Amusement
Retail Service	Agricultural Sales & Service	Animal Grooming Facilities
Medium Utility Services	Nursery (Retail & Wholesale)	Atms/Vending Services
Small Utility Services	Equipment Rental, Sales & Service	Auto Sales/Service
	Heavy Industry	Farmer's Market
	Home Improvement	Financial Institution
	Warehouse	Gaming Services
	Transit Station	Laundromat
	Transit Stop	Mail Services
	Transit Terminal	Mixed-Use
	Communication Services	Non-transient Lodging Services
		Restaurant
		Small Animal Boarding Facilities
		Small Animal Veterinary Services
		Transient Lodging Services
		Composting Facility
		Extractive Industry
		Recycling Facility
		Self-Storage Facility
		Solid Waste Facility
		Solid Waste Transfer Station
		Storage Yard
		Large Utility Services
		Airport/Heliport
		Helistop
		Railroad Use
		Telecommunication Tower

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

(RD LEASING REDEVELOPMENT PROJECT)

The City of Fremont, Nebraska (“City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for the Morningside Road Redevelopment Area in the City of Fremont, as amended (the “Redevelopment Plan”). The Redevelopment Plan was prepared by the City in May of 2014 and was approved by the City Council of the City on July 29, 2014, pursuant to Resolution No. 2014-138. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

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

The purpose of this Plan Amendment is to identify: (a) a specific project within the Redevelopment Area that will cause the removal of blight and substandard conditions on the site located in the City of Fremont, Nebraska, and legally described on the attached and incorporated Exhibit “A” (the “Project Site”); and (b) the phased implementation of the overall project.

The Project Site

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

The Project Site is currently vacant and underdeveloped. The Project Site requires significant upfront costs, including site preparation and installation of streets and utilities, in order to be developed. Due to the additional upfront costs required to eliminate the blighted and substandard conditions from the Project Site, the Project is not feasible without the use of tax increment financing, which will be used to pay for eligible expenditures under the Act. The redevelopment of the Project

Site is anticipated to eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

Description of the Project

RD Leasing, LLC (the “Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the subdivision of the Project Site into 16 lots, and construction of up to 16 commercial and industrial flex buildings, parking lots, and ancillary improvements on the Project Site in a series of up to 6 phases. Implementation of the Project in phases is described in greater detail below. It is anticipated that each phase of the Project will consist of the construction of one or more commercial or industrial flex buildings, ranging in size from approximately 3,000 square feet to approximately 10,000 square feet each. The proposed site plan for the Project is attached hereto as Exhibit “B” (the “Site Plan”). The Site Plan is conceptual in nature and is subject to revision based on changes in community needs, but it presents the vision and intended character for the Project. The Project retains the flexibility to change the size and sequence of the individual phases of the development based on market forces and demand.

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

It is anticipated that the assessed value of the Project Site upon completion of construction on all 16 lots will exceed the valuation required to pay debt service on the tax increment financing indebtedness sum requested by the Redeveloper to pay for the public improvements listed as eligible expenditures under the Act. As a result, if all 16 lots comprising the Project Site are completed prior to the project completion date, which will be set forth in the Redevelopment Agreement, it is anticipated that the tax increment financing indebtedness will be paid in full several years prior to the expiration of the 15-year tax increment financing period for each phase, and the various taxing jurisdictions are likely to receive the ad valorem real estate taxes generated by the Project prior to the expiration of the 15-year tax increment financing period. In the alternative, if fewer than all of the 16 lots comprising the Project Site are completed prior to the project completion date and the assessed value of the completed lots is sufficient to pay debt service on the tax

increment financing indebtedness sum requested by the Redeveloper, the remaining undeveloped lots will not be subject to the division of ad valorem real estate taxes.

The Project is consistent with the Redevelopment Plan for the Morningside Road Redevelopment Area, which encourages development and improvement of infrastructure in the area and incentivizing projects that enhance the economic vitality of the area. Further, the Project is consistent with the Comprehensive Plan of the City of Fremont. The Future Land Use map set forth in the Comprehensive Plan identifies the future land use of the Project as industrial, and the Comprehensive Plan identifies Morningside Road as a potential area for development of a business park.

Implementation of the Project

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

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

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

Statutory Elements

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

Community Development Law.

Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "D" and shall be approved as part of this Plan Amendment. The estimated costs of the Project, the estimated TIF proceeds, and the proposed method of financing the project are set forth in the Cost-Benefit Analysis. If the plan for redevelopment is adjusted or the phasing schedule is modified, the Redeveloper shall include any adjustments to the Cost-Benefit Analysis within any minor modification of the Redevelopment Plan.

Additional Project Information

The Redeveloper has represented that: (i) without the use of TIF, this Project would not be feasible and the Redeveloper would not undertake the Project as designed on the Project Site; and (ii) Redeveloper does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act.

EXHIBIT "A"
Legal Description of the Project Site

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

Lot 3, Morningside Industrial Park, City of Fremont, Dodge
County, Nebraska.

EXHIBIT “C”
Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. The Redeveloper owns or controls the Project Site.

B. Population Density

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

C. Land Coverage

The Project is anticipated to consist of construction of up to 16 commercial or industrial flex buildings on 16 lots. It is anticipated that each lot will be in the range of approximately 13,000 square feet to approximately 40,000 square feet. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Fremont.

D. Traffic Flow, Street Layouts, and Street Grades

The Project Site is located immediately North of Morningside Road. As part of the Project, the Redeveloper will construct a street with a cul de sac extending off of Morningside Road, identified as Howard Court, to provide access to the Project Site. The proximity of the Project Site to Morningside Road, the construction of Howard Court, and the implementation of the Project in phases, are anticipated to eliminate any potential adverse impacts with respect to traffic flow, street layouts, and street grades that might result from the Project.

E. Parking

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

F. Zoning, Building Code, and Ordinances

The Project Site is located in the LI Limited Industrial zoning district. The Project Site will be replatted to subdivide the Project Site into approximately 16 separate parcels. Redeveloper will be responsible for obtaining any zoning, building code, or ordinance changes that are necessary for the Project.

**EXHIBIT “D”
Cost-Benefit Analysis**

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

The RD Leasing Redevelopment Project (the “Project”) will consist of construction of up to 16 commercial or industrial flex buildings on the Project Site in up to 6 phases. The private improvements and the public improvements to be constructed as part of the Project are subject to adjustment based on the needs of the community and other factors. However, for purposes of this cost-benefit analysis, it is assumed that the Project will consist of up to 16 commercial flex buildings ranging in size from approximately 3,000 square feet to approximately 10,000 square feet, as more particularly described on Exhibit “D-1”. The cost-benefit analysis for the Project, which will utilize funds authorized by Neb. Rev. Stat. § 18-2147, can be summarized as follows:

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

a.	Estimated Base Project Area Valuation:	\$31,000
b.	Estimated Completed Project Assessed Valuation:	\$3,992,000
c.	Estimated Tax Increment Base (b. minus a.):	\$3,961,000
d.	Estimated Annual Projected Tax Shift:	\$81,000

Notes:

- 1. The Estimated Annual Projected Tax shift is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The estimated tax levy for this analysis is 2.047225, which is the 2019 Dodge County tax levy, and is subject to change.*
- 2. The Project will be completed in multiple phases, and each phase may have a different effective date for the division of the ad valorem tax. As a result, the Estimated Annual Projected Tax Shift will vary during the Project.*
- 3. The Redeveloper anticipates that upon completion of construction of all lots comprising the Project Site, the assessed valuation of the Project Site will be in the range of \$7,000,000. However, the Estimated Completed Project Assessed Valuation is limited to \$3,992,000 based upon the Redeveloper’s tax increment financing request of \$700,000. This is anticipated to permit the ad valorem real estate taxes to be collected by all of the various taxing jurisdictions on some or all of the lots in the Project Site sooner than the expiration of the tax increment financing period.*

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

a. Public infrastructure improvements and impacts:

The Redeveloper will make significant expenditures for the acquisition, construction and installation of the Project and related and ancillary improvements. It is proposed that approximately \$700,000 of these expenditures will be financed with the proceeds of tax increment financing indebtedness, with the remaining balance to be paid by the Redeveloper. The sources and uses of the TIF indebtedness will be more particularly set forth in the Redevelopment Agreement for this Project, including each phase. It is anticipated that eligible uses of the TIF indebtedness may include the following: site acquisition, site preparation, engineering and design fees, public utility extension and installation, installation of streets and sidewalks, erosion control and stormwater pollution prevention improvements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare. All expenditures financed by tax increment financing indebtedness shall be eligible in accordance with the requirements of the Nebraska Community Development Law. It is not anticipated that the Project will have a material adverse impact on existing public infrastructure. The Project improvements will materially benefit other property in and around the City.

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

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create a long term benefit and substantial increase in property taxes to the City and other local taxing jurisdictions. Since the Project Site was not, until recently, within the corporate limits of the City, the City has not historically relied on tax revenue from the Project Site, and the City would be unlikely to realize additional ad valorem taxes in the near future without the Project because the Project Site and surrounding areas are unlikely to be developed without the street and utility improvements being constructed as part of the Project. Further, it is anticipated that the assessed valuation of the Project will be higher than necessary to pay debt service on the tax increment financing indebtedness issued for the Project, which may allow the various taxing jurisdictions to collect the ad valorem real estate taxes on some or all of the lots prior to the expiration of the 15 year tax increment financing period. The Project should also generate immediate tax growth for the City. It is anticipated that the Project will include a significant amount of personal property that will be installed within the buildings constructed, which will be on the property tax rolls upon its acquisition and installation. Further, the Project will generate sales tax as a result of the buildings constructed.

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

It is anticipated that the Project will have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the redevelopment project, because the Project includes extension and installation of public utilities, as well as street improvements, which will attract additional redevelopers to

the area of the Project. Further, the Project will likely require products and services from firms located within the boundaries of the area of the redevelopment project.

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

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

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

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

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

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

The construction of commercial and industrial flex buildings as part of the Project is anticipated to create full and part time employment opportunities on the Project Site. The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost, and will increase property tax revenue in the long-term. There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

6. Cost Benefit Analysis Conclusion:

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

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

_____, Chairman

_____, Secretary

EXHIBIT D-1

PROJECT INFORMATION

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

Lot 3, Morningside Industrial Park, City of Fremont, Dodge County,
Nebraska

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

- (a) **Private Improvements.** The private improvements anticipated to be constructed as part of the Project include up to 16 commercial and industrial flex buildings, parking lots, and associated improvements, which will be constructed in up to 6 phases. It is anticipated that the buildings constructed on the Project Site will range in size from approximately 3,000 square feet to approximately 10,000 square feet. However, the private improvements, including (i) the quantity and type of commercial or industrial buildings, (ii) the size of each of the buildings, and (iii) the schedule for implementation of each phase of the Project, are subject to adjustment, as more fully described in the Redevelopment Plan Amendment.

- (b) **Public Improvements.** Land acquisition, extension of public utilities, site preparation, installation of streets and sidewalks, engineering and design fees, erosion control and stormwater pollution prevention improvements, and other eligible public expenditures under the Act as determined in the Redevelopment Agreement; paid for, in part, by the tax increment generated by the private improvements.

General Redevelopment Plan
for the
Morningside Road Area
May 2014



Prepared by:
Fremont Planning Department

Purpose of the Redevelopment Plan

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

Legal Description of the redevelopment area

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

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

Background

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

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

- Disposal of property, either real or personal
- Acquisition of blighted and substandard areas
- Sale or lease of land for a variety of purposes
- Acquisition of real property to be repaired or rehabilitated

- Demolition of existing buildings, structures, public facilities, and infrastructure as well as the construction of the same as deemed essential to the preparation of sites for uses in accordance with a redevelopment plan

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

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

Outline of the Redevelopment Plan

The area included in redevelopment plan is highlighted in Figure 1, which is on the following page.

Morningside Blight & Substandard Area



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

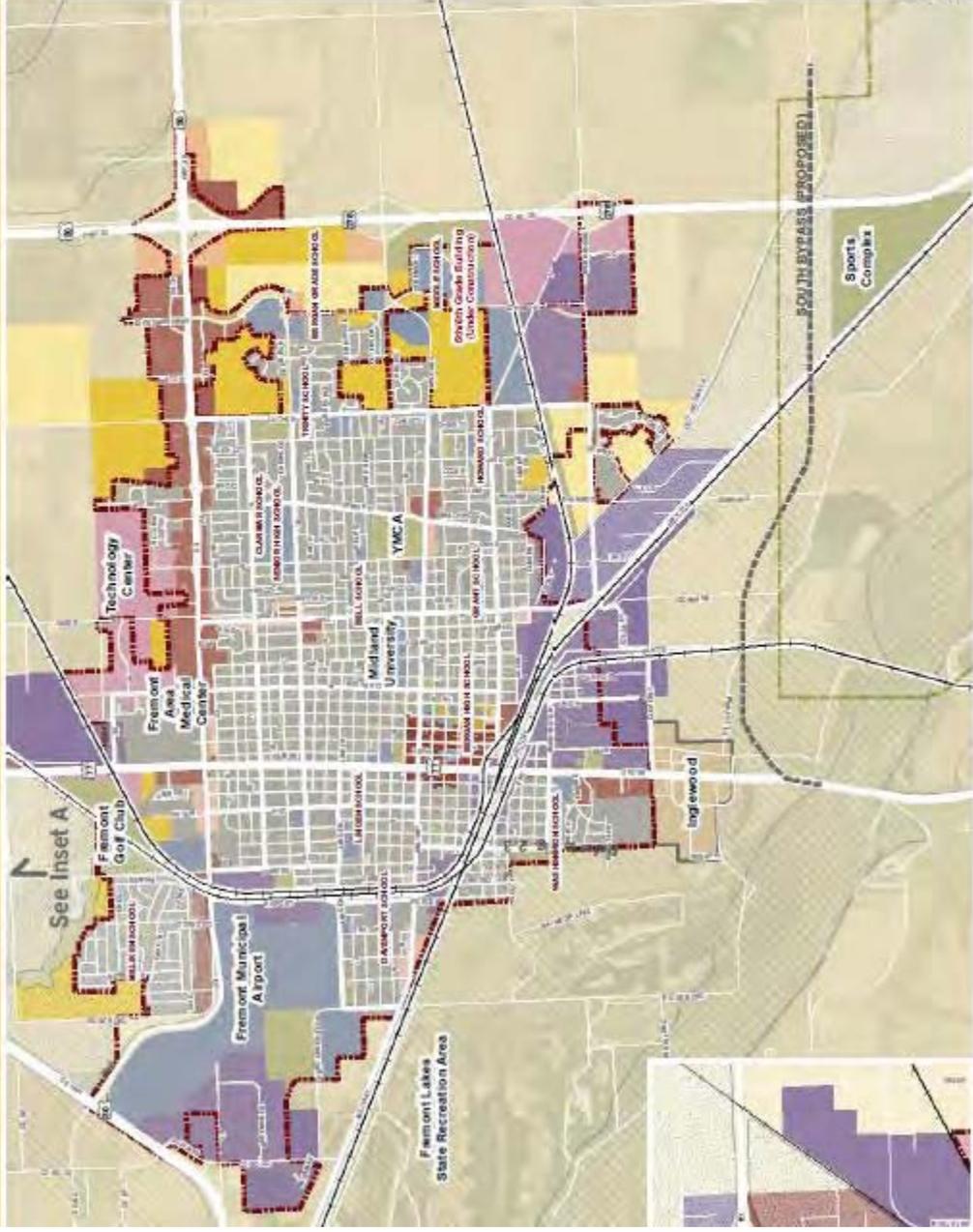
Potential redevelopment projects

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

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

Relationship to the Comprehensive Plan

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



Map Legend

- City Limits
- Inglewood
- Railroad
- Wetland Protection Area

Floodplain

- 100-Year Floodway
- Zone AE
- Zone AO-2

Future Land Use

- Rural
- Neighborhood Conservation
- Suburban Residential
- Auto-Urban Residential
- Urban Residential
- Suburban Village
- Business Park (Suburban)
- Auto-Urban Commercial
- Downtown (Urban)
- Auto-Urban Industrial
- Parks and Open Space
- Public and Institutional

Zone AE: Areas with a 1% annual chance of flooding
 Zone AO-2: Areas with a 1% or greater annual chance of shallow flooding

* The boundaries of the floodplain are for representative purposes only. Refer to the Flood Insurance Rate Map (FIRM) for specific information.



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

RESOLUTION NO. 2020-010

(Amendment to the Redevelopment Plan for the
RD Leasing Redevelopment Project and Cost-Benefit Analysis)

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY
OF FREMONT, NEBRASKA RECOMMENDING APPROVAL AND ADOPTING AN
AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE MORNINGSIDE ROAD
REDEVELOPMENT AREA IN THE CITY OF FREMONT FOR THE RD LEASING
REDEVELOPMENT PROJECT AND A COST-BENEFIT ANALYSIS FOR THE RD
LEASING REDEVELOPMENT PROJECT.**

WHEREAS, the City Council of the City of Fremont, Nebraska (“City”) via Resolution No. 2014-138 adopted a plan of redevelopment prepared by the City dated May of 2014 (the “Redevelopment Plan”) for certain portions of the City identified in the Blight and Substandard Study as the Morningside Road Redevelopment Area (the “Redevelopment Area”);

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

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

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

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

WHEREAS, the Planning Commission recommended the approval of the Amendment to the Redevelopment Plan on July 20, 2020;

WHEREAS, the CDA has determined that the Project would not occur in the Redevelopment Area and could not be financed or constructed but for the use of tax increment financing;

WHEREAS, statements of the proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area and the estimated proceeds or revenue from its disposal to redevelopers, the proposed method of financing the redevelopment project, and a feasible method proposed for the relocation of families to be displaced from the redevelopment project area, if applicable, are set forth in the Amendment to the Redevelopment Plan and the Cost-Benefit Analysis.

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

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

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

3. The Project Site is within the Redevelopment Area.

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

BE IT FURTHER RESOLVED, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the CDA hereby approves the Amendment to the Redevelopment Plan and the Cost-Benefit Analysis and recommends approval of the same by the City Council of the City of Fremont.

BE IT FURTHER RESOLVED, the CDA hereby rescinds any other resolutions or actions that are contradictory or incompatible with this Resolution.

DATED THIS 28th day of July, 2020.

COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF FREMONT, NEBRASKA

By: _____
Chair

ATTEST: _____
Secretary

EXHIBIT "A"
Amendment to the Redevelopment Plan

(See Attached)

Exhibit "A"

4832-8545-3251, v. 1

STAFF REPORT

To: Community Redevelopment Agency
From: Jennifer Dam, Planning Director
Date: July 28, 2020
Subject: Approval of Redevelopment Agreement with RD Leasing

Recommendation: Approval of Resolution 2020-011

Background:

This matter involves the approval of a Redevelopment Agreement proposed for execution by the the City of Fremont ("CDA") and RD Leasing, Inc.

The CDA and the City Council of the City of Fremont will review and take action on an amendment to the Morningside Road Area Redevelopment Plan for the RD Leasing Project on July 28, 2020.

The minimum project valuation is \$3,992,000. The total TIF indebtedness authorized shall not exceed \$700,000 with the first phase approved for \$140,000.

The agreement establishes the terms and use of TIF indebtedness.

The agreement specifies the public and private improvements that will be constructed as a result of the project. An amendment is required for each phase of the project.

Fiscal Impact: N/A

REDEVELOPMENT AGREEMENT
(RD LEASING REDEVELOPMENT PROJECT)

This Redevelopment Agreement is made and entered into as of the ___ day of July, 2020, by and between the Community Development Agency of the City of Fremont, Nebraska (“CDA”) and RD Leasing, LLC, a Nebraska limited liability company (“Redeveloper”).

RECITALS

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

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

C. Redeveloper owns the Project Site which is located in the Redevelopment Area.

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

E. The proposed redevelopment project involves the construction of a commercial and industrial center, consisting of up to 16 commercial and industrial flex buildings, parking lots, and ancillary improvements on the Project Site and in the Redevelopment Area in a series of up to 6 phases.

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

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

A. “Act” means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended, and acts amendatory thereof and supplemental thereto.

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

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

D. “Effective Date” has the meaning set forth in Section 3.01 of this Redevelopment Agreement.

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

F. “Minimum Project Valuation” has the meaning set forth in Section 4.04 of this Agreement.

G. “Minimum Phase Valuation” has the meaning set forth in Section 4.04 of this Agreement.

H. “Phase” means the construction of the Private Improvements and the Public Improvements on a portion of the Project Site as identified in the Redevelopment Agreement Amendment described below. Each Phase of the Project may have a separate Effective Date for the division of ad valorem taxes, as more particularly described herein.

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

J. “Project” means the improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit “A”. The parties acknowledge and agree that the Project shall be completed in multiple Phases in successive years, as further described herein, and that all Phases shall collectively constitute the Redevelopment Project.

K. “Project Completion Date” has the meaning set forth in Section 4.01(a) of this Redevelopment Agreement.

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

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

N. “Redeveloper” means RD Leasing, LLC, a Nebraska limited liability company or its assignee.

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

P. “Redevelopment Agreement Amendment” means an amendment to this Redevelopment Agreement in the form attached hereto as Exhibit “F” and incorporated herein by this reference, for the purpose of establishing the effective date for the division of ad valorem taxes pursuant to Section 18-2147 of the Act as to each Phase of the Project.

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

R. “Redevelopment Plan” means the Redevelopment Plan prepared by the City and dated May of 2014, and approved by the City Council of the City on July 29, 2014, as amended by that certain Amendment to the Redevelopment Plan for

the Morningside Road Redevelopment Area incorporating the RD Leasing Redevelopment Project approved by the City Council of the City on July 28, 2020.

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

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

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

ARTICLE II
REPRESENTATIONS

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

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

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

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

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

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

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

charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

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

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

(e) Except as otherwise set forth herein, Redeveloper shall not assign this Agreement to any successor or assignee prior to the issuance of a Certificate of Completion without the written approval of the CDA.

ARTICLE III

OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

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

completed and included in the assessed valuation of such Phase and such Phase is generating the Tax Increment subject to capture by the CDA (the “TIF Period”).

(b) The Private Improvements will be completed in up to six (6) Phases. In order to optimize the Tax Increment generated by the Project, each Phase may have a separate Effective Date for the division of ad valorem taxes. The Effective Date for each Phase shall be directly related to the construction and absorption of the Private Improvements. It is anticipated that construction on one (1) to two (2) lots comprising the Project Site will be completed in each Phase, although the number of lots developed in each Phase may vary based on market demand.

For each Phase, the Redeveloper shall execute and deliver to the CDA a Redevelopment Agreement Amendment in the form attached hereto as Exhibit “F” no later than July 1st in the calendar year of the Effective Date for said Phase, which shall identify: (i) the portion of the Project Site included in the Phase; (ii) the Effective Date for the Phase; (iii) the amount of the TIF Indebtedness to be issued for the Phase; and (iv) the Minimum Phase Valuation calculated using the formula set forth in Section 3.03 of this Redevelopment Agreement. The chairperson of the CDA is authorized to execute each such Redevelopment Agreement Amendment on behalf of the CDA and to take all actions contemplated and required by this Redevelopment Agreement and the Redevelopment Agreement Amendment, including to issue the TIF Note, as hereinafter defined, for each Phase in the amount identified in the Redevelopment Agreement Amendment, provided that the aggregate amount of the TIF Notes does not exceed the maximum amount set forth in Section 3.03 hereof.

Notwithstanding the foregoing, the Effective Date for the final Phase of the Project shall not be after January 1, 2027 without the approval of the CDA. The

CDA shall file with the County Assessor the “Notice to Divide” on or prior to August 1st in the calendar year of the Effective Date for each Phase, which shall identify the legal description of the portion of the Project Site constituting the Phase, the Base Valuation Year for such Phase, and the year in which the tax division becomes effective (the calendar year of the Effective Date) for said Phase.

Section 3.02 Tax Increment.

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

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

Section 3.03 Issuance of TIF Indebtedness.

No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall be authorized to incur or issue TIF Indebtedness (the “TIF Notes”) at such times as the Redeveloper requests, in a series of not more than six (6) TIF Notes corresponding to one or more Phases of the Project, which in the aggregate shall not exceed Seven Hundred Thousand and No/100 Dollars (\$700,000.00), as calculated on the attached and incorporated Exhibit “B”, to be issued to the Redeveloper which shall entitle the holder of the TIF Note to receive the semi-annual incremental tax payments generated by the Project. The CDA shall have the authority to issue the TIF Notes in such amounts as the Redeveloper identifies in each Redevelopment Agreement Amendment, provided that the total TIF Indebtedness shall not exceed the maximum amount set forth herein. The amount of the TIF Note for Phase 1 of the Project shall be One Hundred Forty Thousand and No/100 Dollars (\$140,000.00). Each TIF Promissory Note shall include an annual interest rate not to exceed six and one-half percent (6.5%). The TIF Indebtedness shall be issued in a series of TIF Promissory Notes in the form attached hereto as Exhibit “B-1”. The TIF Indebtedness shall be purchased by the Redeveloper or a lender of the Redeveloper. The TIF Indebtedness shall not be a general obligation of the CDA or the City which shall issue such TIF Promissory Notes solely as a conduit.

If the Redeveloper does not acquire and fund the acquisition of the TIF Indebtedness itself, the Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the TIF Promissory Notes for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by the Redeveloper as required by the lender. The Redeveloper

acknowledges that, notwithstanding the pledge or assignment of the TIF Notes to Redeveloper's lender, if the Project does not generate sufficient Tax Increment Revenues or the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Notes in full, then the CDA shall, in all events, only be required to pay the net amount received in Tax Increment Revenues from the Project as full payment of the TIF Notes.

Section 3.04 Use of TIF Indebtedness.

The CDA will collect and use the Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the aggregate amount of the TIF Notes that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified by Redeveloper pursuant to Section 4.02 and listed on Exhibit "C". In addition, the CDA shall retain an amount sufficient to pay: (a) its reasonable and necessary cost of issuance, including attorney fees; (b) its Administrative Fee of one percent (1%); and (c) the CDA may designate a sum up to five percent (5%) for the construction of the improvements to the municipal wastewater treatment facilities described herein, all as set forth on Exhibit "C". The Redeveloper shall pay to the CDA the Administrative Fee and the Cost of Issuance upon the issuance of each TIF Promissory Note. The Tax Increment shall be paid pursuant to the terms of the TIF Promissory Notes and/or TIF resolution issued by the CDA relating to this Project.

Section 3.05 Creation of Fund.

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

Section 3.06 Projected TIF Sources and Uses.

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

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit “A” and install all equipment necessary to operate the Public Improvements and the Private Improvements in up to six (6) Phases, and will complete the final Phase of the Project no later than December 31, 2027 (the “Project Completion Date”). Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after substantial completion by Redeveloper of the Public Improvements

and the Private Improvements for a Phase, Redeveloper shall notify the CDA of the completion and request that the CDA issue a Certificate of Completion with respect to said Phase, the form of which is attached as Exhibit “D” and incorporated by this reference. At the Redeveloper’s request and upon receipt of notice from the Redeveloper of completion of a Phase, the CDA shall issue a Certificate of Completion with respect to said Phase. Once issued by the CDA, the Certificate of Completion shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements constituting the Phase, and Redeveloper shall be entitled to record the Certificate of Completion.

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

Section 4.02 Cost Certification.

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

Section 4.03 No Discrimination.

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

Section 4.04 Pay Real Estate Taxes.

(a) Redeveloper intends to create a taxable real property valuation of all developed lots within the Project Site of not less than Three Million Nine Hundred Ninety Two Thousand and No/100 Dollars (\$3,992,000.00) (the “Minimum Project Valuation”) no later than as of January 1 of the calendar year following the Effective

Date of the final Phase of the Project. Further, Redeveloper intends to create a taxable real property valuation of each Phase of not less than the Minimum Phase Valuation applicable to such Phase no later than as of January 1 of the calendar year following the Effective Date of such Phase. The Minimum Phase Valuation for Phase 1 of the Project is Six Hundred Forty Thousand and No/100 Dollars (\$640,000.00). The Minimum Phase Valuation for each subsequent Phase of the Project shall be calculated by applying an assumed completed building value of \$65.00 per square foot and an assumed completed land value of \$4.00 per square foot to the anticipated completed building and land area to be included in said Phase. From and after the issuance of the TIF Note for each Phase and so long as said Note remains outstanding and unpaid, Redeveloper, its successors and assigns, including each builder and/or purchaser or a lot within the Project Site: (1) will not protest a real estate property valuation of any lot in a Phase to a sum less than or equal to the Minimum Phase Valuation designated for said Phase and allocable to said lot using the formula identified in Section 3.03; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes. Each purchaser of a lot within the Project Site shall be subject to this provision so as to agree to not protest any assessed value which is at or below the Minimum Phase Valuation allocable to such purchaser's lot.

(b) If, during the period of this Agreement and after the issuance of a TIF Note for a Phase of the Project, that portion of the Project Site included in said Phase is assessed at less than the Minimum Phase Valuation, the Redeveloper shall make a payment in lieu of taxes to the CDA upon thirty (30) days written notice in the

amount of the shortfall equal to the amount the anticipated Tax Increment for the Phase, as set forth on Exhibit "C", exceeds the actual Tax Increment for the Phase; provided, however, that Redeveloper shall only be obligated to make such payment in lieu of taxes to the extent that the actual Tax Increment generated by the Phase is insufficient to meet the current debt service payments on the TIF Note for the Phase. If Redeveloper is required to pay any such shortfall as a payment in lieu of taxes, the Redeveloper shall be entitled to receive reimbursement of any such shortfall payment (excluding any interest accrual thereon) to the extent TIF Revenues later become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt service payments. Any such shortfall amounts not reimbursed at the end of the TIF Period shall be forgiven. Notwithstanding the foregoing, a failure by the Redeveloper to maintain the Minimum Phase Valuation shall not relieve the CDA of its obligation to make payments on the TIF Promissory Notes to the extent of the Tax Increment actually received by the CDA. The Redeveloper acknowledges and agrees that such TIF Promissory Notes do not constitute a general obligation of the CDA or the City, and are payable solely and only out of the Tax Increment actually generated by each Phase of the Project.

Section 4.05 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site, any interest therein, or this Agreement prior to the issuance of a Certificate of Completion without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be

permitted without consent of the CDA: (a) any conveyance to an affiliate or subsidiary of Redeveloper; (b) any assignment as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the Effective Date for Project costs or any subsequent physical improvements to the Project Site with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the Effective Date) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the Project Site provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement; or (c) any conveyance of a lot in the Project Site to a non-exempt third party, provided that said non-exempt third party purchaser agrees to assume all obligations of Redeveloper with respect to said lot, including, without limitation, the obligation to construct the Private Improvements and maintain that portion of the Minimum Phase Valuation allocable to said lot based on the formula described in Section 4.04 for determining the Minimum Phase Valuation.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements

and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

Section 5.02 Encumbrances.

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

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of the CDA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be

cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CDA.

In the event that:

- (a) Redeveloper, or successor in interest, shall fail to commence and subsequently complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 6.04 below);
- (b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper's lender);
- (c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Phase Valuation for each Phase of the

Project for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

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

then Redeveloper shall be in default of this Redevelopment Agreement; and in the event that such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of the anticipated Tax Increment necessary to pay debt service on the issued and outstanding TIF Notes, Redeveloper shall be obligated, on a semi-annual basis, to remit the sum by which the anticipated TIF Revenues exceed the actual TIF Revenues.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

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

Section 6.04 Limitation of Liability; Indemnification.

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

(b) Redeveloper agrees to indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of

this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Memorandum.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CDA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CDA and the City, on the one hand, and any officer,

employee, contractor or representative of Redeveloper, on the other hand. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

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

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

[Signature and Notary Pages to Follow]

“CDA”

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

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, a public body corporate and politic, on behalf of the Agency.

Notary Public

EXHIBIT "A"

DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, defined as the real estate legally described as:

Lot 3, Morningside Industrial Park, City of Fremont, Dodge County, Nebraska. The Project Site will be replatted as Lots 1 through 16, Howard Court Addition to the City of Fremont, Nebraska (the "Project Site"),

shall consist of the following:

- (a) **Private Improvements.** The private improvements to be constructed by the Redeveloper on the Project Site include construction of up to sixteen (16) commercial and industrial flex buildings ranging in size from approximately 3,000 square feet to approximately 10,000 square feet each, and associated improvements, which will be completed in up to six (6) Phases. The Redeveloper anticipates completion of construction of one to two buildings in each Phase of the Project, however the number of buildings constructed as part of each Phase will be determined by market demand. The Private Improvements to be constructed in Phase 1 of the Project shall include an approximately 13,000 square foot shop and office facility, including around 3 separate bays, on Lot 8.
- (b) **Public Improvements.** Site acquisition, site preparation and grading, installation of a sanitary sewer, storm sewer, and water main improvements, erosion control and stormwater pollution prevention improvements, construction of streets and sidewalks, engineering and design fees, and other eligible public expenditures under the Act as determined in the Redevelopment Agreement; paid for, in part, by the tax increment generated by the private improvements.

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

EXHIBIT "B"

TIF INDEBTEDNESS

1. **Assumed Base Project Valuation (All Phases):** \$31,000
2. **Required Assessed Value at Completion (All Phases):** \$3,992,000
3. **Assumed Tax Levy:** 2.047225%
4. **Anticipated Aggregate Tax Increment (All Phases):** \$81,000
5. **TIF Indebtedness:**
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be the amount, together with interest accruing thereon at an annual rate not to exceed six and one-half percent (6.5%), which can be amortized by the end of the fifteen (15) year tax increment period of each Phase, solely from the Anticipated Tax Increment available, subject to required debt service coverage, final approved interest rate, required reserve, and cost of issuance. The principal amount of the TIF Indebtedness for all Phases of the Project shall not exceed Seven Hundred Thousand and No/100 Dollars (\$700,000.00), without the consent of the CDA.
 - b. **Payments.** Payments shall be made semi-annually with interest only until real estate taxes are fully collected for the tax year of the Effective Date of each Phase sufficient to fully amortize the TIF Indebtedness on or before the final payment of taxes in the fifteenth (15th) year of the tax increment period for such Phase.
 - c. **Anticipated Maturity Date.** The maturity date shall be December 31 of the year that is fifteen (15) years after the Effective Date for each Phase of the Project.
 - d. **TIF Period.** The tax increment financing period for each Phase of the Project will be fifteen (15) years, commencing on the Effective Date of each Phase of the Project.
 - e. **Phasing.** The Required Assessed Value at Project Completion set forth above represents the estimated aggregate value of all Phases of the Project and the entirety of the Project Site upon completion of all of the Private Improvements. The CDA has authority to issue up to six (6) TIF Promissory Notes corresponding to one or more Phases of the Project, at such times as and in such amounts as requested by the Redeveloper, provided that in aggregate the TIF Notes shall not exceed \$700,000.

EXHIBIT “B-1”

**TIF NOTE
(See Attached)**

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

Registered

Registered

No. 1

\$ _____

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

COMMUNITY REDEVELOPMENT REVENUE NOTE
(RD LEASING REDEVELOPMENT PROJECT)
SERIES _____

Maturity Date	Original Issuance Date
December 31, 20__	_____, 20__

Registered Holder	Principal Amount
RD Leasing, LLC	\$ _____

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

of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

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

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

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

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Fremont, Nebraska, pursuant to a

Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

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

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

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

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

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

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

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

THE COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF FREMONT,
NEBRASKA

ATTEST:

Secretary

By: _____
Chairman

CERTIFICATE OF AUTHENTICATION

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

Fremont City Treasurer,
as Paying Agent and Registrar

By: _____
Authorized Signature

EXHIBIT “C”

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

Assumptions:	Dodge Co. Tax Levy (2019)	2.047225	
	TIF period (years)	varies ¹	
Property Value Assumptions:		Assessed Value	Estimated Taxes
	Pre-Project	\$31,000	\$635
	Completed Project	\$3,992,000	\$81,725
	Difference	\$3,961,000	\$81,090
TIF Calculations:	Annual TIF Amount	varies	
	TIF Loan Amount	\$700,000	

2. PROJECTED TIF USES²

A. Admin. Fee – 1%	\$7,000
B. Cost of Issuance	\$5,000
C. City Improvements – 5%	\$35,000
D. Sanitary Sewer	\$65,000
E. Storm Sewer	\$50,000
F. Water Main	\$70,000
G. Streets and Sidewalks	\$235,000
H. Site Preparation/Grading	\$50,000
I. SWPPP	\$15,000
J. Engineering/Design Fees	\$50,000
K. Site Acquisition	\$125,000
Total:	\$707,000³

¹ The Project will be completed in up to six (6) Phases and the TIF period will vary based on the construction schedule for each Phase, provided, however, that the TIF period for each Phase shall not exceed fifteen (15) years. Likewise, the annual TIF amount generated by the Project will vary due to the phased implementation of the Project, but it is anticipated that upon completion of all Phases of the Project, the annual TIF amount will be approximately \$81,000.

² All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

³ Eligible TIF Uses are projected to be in excess of \$707,000, but the TIF Revenue Projection is limited to \$700,000 which is the sum generated by the projected incremental revenues based on the projected valuation of the redevelopment project by the Project Completion Date. For purposes of the Cost Certification required by Section 4.02, Redeveloper shall be required to certify costs up to the amount of each TIF Promissory Note issued by the CDA.

EXHIBIT “D”

CERTIFICATE OF COMPLETION

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

Lot(s) ____, Howard Court Addition to the City of Fremont, Dodge County, Nebraska

(“Redeveloper Property”), all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement (RD Leasing Redevelopment Project) by and between the Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska, and RD Leasing, LLC, a Nebraska limited liability company, and its successors and assigns (“Redeveloper”), said Agreement dated as of _____, 2020 and a Memorandum of which is recorded as Instrument No. _____, in the office of the Register of Deeds for Dodge County, Nebraska.

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

IN WITNESS WHEREOF, the CDA and Redeveloper have executed this instrument this ____ day of _____, 202__.

“CDA”

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

Notary Public

After recording return to:
Heather A. Carver
Cline Williams Wright Johnson
& Oldfather, L.L.P.
Sterling Ridge
12910 Pierce Street, Suite 200
Omaha, Nebraska 68144

EXHIBIT “E”

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(RD LEASING REDEVELOPMENT PROJECT)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ____ day of _____, 2020 by and between the Community Development Agency of the City of Fremont, Nebraska (“CDA”) and RD Leasing, LLC, a Nebraska limited liability company (“Redeveloper”).

1. **Redevelopment Agreement.** CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the CDA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and legally described on Schedule E-1, attached hereto and incorporated herein by this reference.

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

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

[SIGNATURE PAGES TO FOLLOW]

“CDA”

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

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

Notary Public

SCHEDULE E-1

LEGAL DESCRIPTION

Lot 3, Morningside Industrial Park, City of Fremont, Dodge County, Nebraska. The Project Site will be replatted as Lots 1 through 16, Howard Court Addition to the City of Fremont, Nebraska.

Exhibit "F"

Redevelopment Agreement Amendment

AMENDMENT TO REDEVELOPMENT AGREEMENT

Amendment No. ____

This Amendment to Redevelopment Agreement (this "Amendment") is made and entered into as of the ____ day of _____, 20__, by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA"), and RD Leasing, LLC, a Nebraska limited liability company ("Redeveloper").

RECITALS

WHEREAS, CDA and Redeveloper entered into a Redevelopment Agreement dated as of _____, 2020 (the "Agreement") to implement the RD Leasing Redevelopment Project (the "Project");

WHEREAS, Section 3.01 of the Agreement provides for periodic amendments in order to identify: (i) the portion of the Project Site included in the Phase; (ii) the Effective Date for the Phase; (iii) the amount of the TIF Indebtedness to be issued for the Phase; and (iv) the Minimum Phase Valuation.

WHEREAS, the parties desire to amend the Agreement on the terms set forth herein and this Amendment shall constitute a "Redevelopment Agreement Amendment" as defined in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Authority and Redeveloper do hereby agree to amend the Contract as follows:

1. Definitions. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Contract.

2. Amendment – New Phase. This Amendment incorporates a new Phase to the Project entitled [Phase No. ____].

(a) Lots. This new Phase shall include the lots legally described as follows:

[identification of such lot(s) including the legal description of each]

(b) Effective Date. The Effective Date of Phase ____ of the Project shall be January 1, 20__.

(c) Base Value Year. The base value year for such Phase shall be 20___. [The Base Value Year, shall mean the calendar year prior to the Effective Date described in Section 2(b) hereof.] For purposes of the Notice to Divide Tax for Community Redevelopment Project, the Base Value Year shall be the year defined in this Section 2(c).

(d) TIF Indebtedness. The amount of the TIF Indebtedness that shall be issued by the CDA with respect to Phase ___ shall be _____ and No/100 Dollars (\$_____.00). The chairperson of the CDA is authorized to issue the TIF Note in said amount, provided that the aggregate amount of the TIF Notes issued or to be issued pursuant to this Amendment does not exceed Seven Hundred Thousand and No/100 Dollars (\$700,000.00).

(e) Minimum Phase Valuation. The Minimum Phase Valuation for Phase ___ of the Redevelopment Project, calculated applying the formula set forth in Section 3.03 of the Redevelopment Agreement, is _____ and No/100 Dollars (\$_____.00).

3. Requirement to File Notice to Divide Tax for Community Redevelopment Project. The CDA shall execute and file with the Dodge County Assessor and Treasurer a signed original of Schedule F-1, attached hereto, being the Notice to Divide Tax for Community Redevelopment Project, prior to August 1, 20___. [This date shall be the August 1 following the Effective Date described in Section 2(b) hereof.]

4. Miscellaneous Provisions.

(a) Effectiveness. This Amendment shall become effective when and only when counterparts of this Amendment have been duly executed by both the CDA and Redeveloper.

(b) Ratification of Contract. Except as amended by this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects. Each party acknowledges and agrees to all terms of the Agreement, as the same are amended by this Amendment, and makes and restates each representation and warranty set forth therein as if made on the date of this Amendment.

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

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

ATTEST:

Secretary

By: _____
Chairman

RD LEASING, LLC,
a Nebraska limited liability company

By: _____
Manager

STATE OF NEBRASKA)
) SS
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ 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 _____, 20__, by _____ of RD Leasing, LLC, on behalf of the limited liability company.

Notary Public

Schedule F-1

Notice to Divide Tax for Redevelopment Project

[TO BE ATTACHED]

4847-7034-2595, v. 2

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

RESOLUTION NO. 2020-011

(Redevelopment Agreement for the RD Leasing Redevelopment Project)

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

WHEREAS, the Community Development Agency of the City of Fremont, Nebraska (the "CDA") on July 28, 2020 approved and adopted an Amendment to the Redevelopment Plan for a certain redevelopment area located in the City of Fremont, Nebraska and identified as the Morningside Road Redevelopment Area (the "Redevelopment Area") and a Cost-Benefit Analysis for the RD Leasing Redevelopment Project (the "Project") pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the "Act");

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

WHEREAS, the Project would use tax increment financing pursuant to Section 18-2147 of the Act to assist in paying for the cost of certain eligible public improvements authorized by the Act and identified in the Amendment to the Redevelopment Plan and the Redevelopment Agreement;

WHEREAS, on July 28, 2020, a meeting of the Community Development Agency was held at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved.

NOW, THEREFORE, BE IT RESOLVED, the Community Development Agency of the City of Fremont, Nebraska does hereby approve and adopt the Redevelopment Agreement.

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

BE IT FURTHER RESOLVED, that the CDA is hereby authorized, following the lapse of thirty (30) days after the approval of the Redevelopment Agreement, to issue TIF Indebtedness in a series of TIF Promissory Notes in an amount not to exceed Seven Hundred Thousand and No/100 dollars (\$700,000.00) in the aggregate, as set forth in the Redevelopment Agreement. Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and shall not

represent the general obligation of the CDA nor the City of Fremont.

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

BE IT FURTHER RESOLVED, the CDA hereby rescinds any other resolutions or actions that are contradictory or incompatible with this Resolution.

BE IT FURTHER RESOLVED, the foregoing resolutions are subject to and contingent upon the City Council's approval and adoption of the Amendment to the Redevelopment Plan, and if the City Council does not approve and adopt the Amendment to the Redevelopment Plan, the resolutions contained herein shall be void and of no effect.

DATED THIS 28th DAY OF July, 2020.

THE CITY OF FREMONT, NEBRASKA

By: _____
Scott Getzschman, Chairperson

ATTEST: _____
Tyler Ficken, City Clerk

ATTACHMENT "A"
Redevelopment Agreement

[See Attached]

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: July 28, 2020

SUBJECT: Class I Liquor License Berta Quintero dba Heladeria Reinita Restaurant

<p>Recommendation: 1) Conduct public hearing, 2) Move to approve Resolution 2020-145, recommending approval of Class I liquor license application of Berta Quintero dba Heladeria Reinita Restaurant, 414 N. Main St., Fremont, NE 68025.</p>
--

Background: After holding a public hearing, Council will need to make a recommendation to the Nebraska Liquor Control Commission regarding the application.

The Resolution presented to Council requires a choice to be made. Council can recommend approval, no recommendation, no recommendation with stipulations or denial. The Resolution has been drafted for approval. If a motion is made to make no recommendation, no recommendation with stipulations or denial, then an amendment to the resolution will be necessary.

LIQUOR APPLICATION REPORT

PLANNING REPORT

DATE July 10, 2020

DUE DATE: July 21, 2020

IS (X) IS NOT () WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY

IF NOT, DO NOT PROCEED – NOTIFY THE MUNICIPAL CLERK’S OFFICE

AND RETURN THIS FORM

GENERAL INFORMATION:

APPLICANT: Berta Quintero and Besler Quintero dba Heladeria Reinita Restaurant

LOCATION: 414 N. Main Street

REQUESTED LICENSE OR ACTION: Class I beer, wine and spirits on- sale

EXISTING ZONING: DC, Downtown Commercial

EXISTING LAND USE: vacant commercial building, former restaurant

ADJACENT LAND USE AND ZONING:

NORTH: DC, Downtown Commercial zoning with commercial uses

SOUTH: DC, Downtown Commercial zoning with commercial uses

EAST: DC, Downtown Commercial zoning with commercial uses

WEST: DC, Downtown Commercial zoning with commercial uses

GENERAL NEIGHBORHOOD / AREA LAND USES: The subject property is located in the downtown commercial district and is surrounded by commercial uses. The property was most recently a restaurant.

ANALYSIS OF NEIGHBORHOOD EFFECTS: The proposed use is consistent with the uses in surrounding area.

SIGNED: 

Jennifer L. Dam, AICP; Director of Planning

RECEIVED

APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL

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

JUL 08 2020		
NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES <input checked="" type="radio"/> NO	New/Replacing #	
Class Type I	123798	Initial BH

Applicant name berta quintero

Trade name heladeria reinita RESTAURANT

Previous trade name delicias y decoraciones michells

Contact email address titabonita86@gmail.com

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

Office use only PAYMENT TYPE <u>CK 11632</u> AMOUNT: <u>400</u> Received: <u>BR</u>	 2000006316
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RECEIVED
BRID
FORM 100
REV FEB 2017
PAGE 1

1. Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2. Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3. Enclose the appropriate application forms;
 - Individual License (requires insert form 1)
 - Partnership License (requires insert form 2)
 - Corporate License (requires insert form 3a & 3c)
 - Limited Liability Company (LLC) (requires form 3b & 3c)
4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. N/A If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. NA If buying the business of a current liquor license holder:
 - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
 - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. N/A If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. Enclose a list of any inventory or property owned by other parties that are on the premises.
9. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See guideline for further assistance
10. N/A Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

Berta Quintero

Signature

Fe/03/20

Date

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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

RECEIVED

JUL 08 2020

NEBRASKA LIQUOR
CONTROL COMMISSION

RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)



Name N/A Phone number: _____

Firm Name _____

PREMISES INFORMATION

Trade Name (doing business as) HELADERIA REINITA RESTAURANT

Street Address #1 414 North MAIN STREET

Street Address #2 _____

City FREMONT County NE Zip Code 68025

Premises Telephone number 402-816-4136

Business e-mail address TITABONITA86@gmail.com AND Lanellora PERRYWD@yahoo.com

Is this location inside the city/village corporate limits: YES X NO _____

Mailing address (where you want to receive mail from the Commission)

Name 414 North MAIN STREET

Street Address #1 HELADERIA REINITA RESTAURANT

Street Address #2 _____

City FREMONT State NE Zip Code 68025

AREA TO BE LICENSED

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. **Be sure to indicate the direction north and number of floors of the building.**

**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 77 x width 22 in feet
Is there a basement? Yes X No _____
Is there an outdoor area? Yes X No _____

If yes, length 77 x width 22 in feet
If yes, length 7.5' x width 22' in feet FRONT SPACE - OUTSIDE
-13' x 22' IN FEET BACK SPACE OUTSIDE

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

+ SEE ATTACHED DRAWINGS +
w/ N/S/E/WEST
+ (2) TWO FLOORS BUILDING
+ (2) OUTSIDE SEATING AREAS

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

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

YES NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

2. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number _____

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, give name and license number _____

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES NO

If yes, list the lender(s) _____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES NO

If yes, list such item(s) and the owner. LANDLORD: TWINNS DEVELOPMENT LLC - 3 TABLE KITCHEN SINK - REFRIG + STOVE - ASSORTED 15 TABLES - DISHES - 40 CHAIRS

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 - church or FORM 135 - campus

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

FIRST STATE BANK & TRUST - FREMONT MAIN STREET LOCATION - BRANCH ONLY
BERTA QUINTERO -

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

NONE

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
NONE		

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
NONE		

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

Lease: expiration date START DATE JUNE 22 - 2020 END DATE July 31 of 2023
 Deed
 Purchase Agreement

14. When do you intend to open for business? ASAP or August 1st - 2020 or sooner

15. What will be the main nature of business? RESTAURANT - FOOD + BAR with Frozen ICE CREAM

16. What are the anticipated hours of operation? 10AM TO 11PM - M-SATURDAY 3rd

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE			
APPLICANT: CITY & STATE	YEAR FROM TO	SPOUSE: CITY & STATE	YEAR FROM TO
BERTA QUINTERO AND	10 - Current		
BESLER QUINTERO			
- Both -			
807 South BROAD ST			
FREMONT NE 68025			

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

Berta Quintero
Signature of Applicant

Signature of Spouse

Berta Quintero Arevalo
Print Name

Print Name

Signature of Applicant

Signature of Spouse

Print Name

Print Name

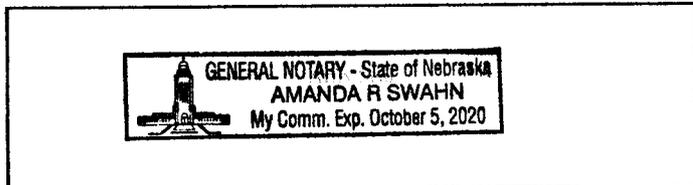
ACKNOWLEDGEMENT

State of Nebraska
County of Dodge
7/3/20 date

The foregoing instrument was acknowledged before me this

by Berta O Quintero Arevalo
name of person(s) acknowledged (individual(s) signing)

Amanda Swahn
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**APPLICATION FOR LIQUOR LICENSE
INDIVIDUAL
INSERT – FORM 1**

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

Office Use
RECEIVED
JUL 08 2020
NEBRASKA LIQUOR CONTROL COMMISSION

Individual applicants, including spouse, are required to adhere to the following requirements

- 1) **Must be a citizen of the United States**
- 2) **Must be a Nebraska resident (Chapter 2 – 006)**
- 3) **Must provide a copy of their certified birth certificate, INS papers or US Passport**
- 4) **Fingerprints are required. See Form 147 for further information, this form MUST be included with your application**
- 5) **Must sign the signature page of the Application for License form**
- 6) **Applicant may be required to take a training course**
- 7) **Be a registered voter in the State of Nebraska, include a copy of voter registration card with application**

Name of individual applicant who will hold license

Last Name: quintero

First Name: berta MI: 0

Home Address: 807 s broad st City: fremont Zip Code: 68025

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Home Telephone Number: 4023172937

Driver's License Number: [REDACTED] State: ne

Are you married? (Please note if the above listed individual is separated, etc. spouse's information is still required to be listed below)

YES NO If yes, provide your spouse's information below

Spouses Last Name: quintero

Spouses First Name: besler MI: a

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Driver's License Number: H13284821 State: NE

RECEIVED

Office Use

JUL 08 2020

NEBRASKA LIQUOR CONTROL COMMISSION

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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

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

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

Bester Quintero
Signature of **NON-PARTICIPATING SPOUSE**

Berta Quintero
Signature of **APPLICANT**

Bester Quintero
Print Name

Berta Quintero Arevalo
Print Name

State of Nebraska, County of Dodge

State of Nebraska, County of Dodge

The foregoing instrument was acknowledged before me
this June 30th 2020 (date)

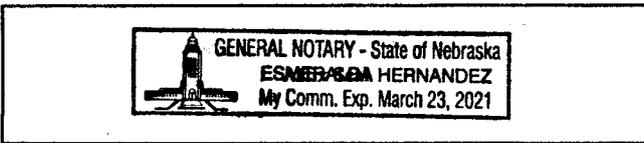
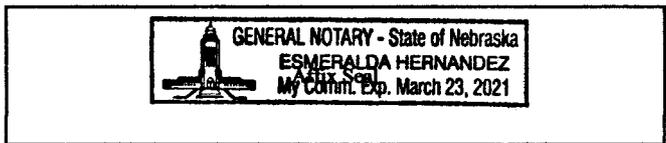
The foregoing instrument was acknowledged before me
this June 30th 2020 (date)

by Bester Quintero
Name of person acknowledged
(Individual signing document)

by Berta Quintero
Name of person acknowledged
(Individual signing document)

[Signature]
Notary Public Signature

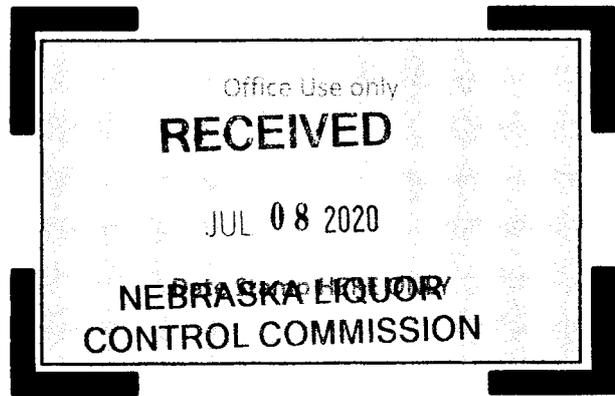
[Signature]
Notary Public Signature



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

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



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

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521

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

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

Trade Name: heladeria reinITA RESTAURENT / Heladeria Reinuita Restaurant

Name of Person Bring Fingerprinted: berta quintero

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED] Date fingerprints were taken: JUNE 23 - 2020

Location where fingerprints were taken: FREMONT POLICE DEPT Park Ave Fremont

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

Berta Quintero
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Business Plan
Ms. Berta Quintero
DBA
Heladeria Reinita Restaurant
Dated, June 1st 2020

History:

I was born in Guatemala C.A. and I have been in the USA for 16 years currently living in Fremont NE where I have lived and worked for the last 15 years. I have all my current US Work Papers and Work Authorizations Permits and clean record and past history in business, credit and the community with no criminal history.

Current:

I am currently running a Mexican Style Food Truck and Ice Cream Shop and Store Front in Fremont NE and have been very successful. I have a strong and loyal following for the Food and Ice Cream portions of my current business. I have been in the Food and Ice Cream Shop business for over 3+ years now.

Future:

I am expanding my current operations and moving my facility to a much larger and better space that is in a much better location for my business to grow. The facility comes with full inside seating and outside patio seating for my Restaurant and Ice Cream loyal following of customers. My new facility will have a full service Kitchen and Built in Bar with seating for 55 customers. I am applying for my Liquor License to support and grow my business and therefore expand my customer base with the service of Beer, Wine, Liquor and Margaritas to complement my food service.

I have been successful in my current business with a loyal following and I expect to grow and expand to a new customer base in the new location with the added seating, new facility, better location and full service kitchen along with the outside family seating options. We expect our business to grow rapidly with the addition of sales of the Beer, Wine, Liquor and Homemade Margaritas along with the Dine in Options we currently do not offer.

Thank you,

Berta Quintero

Ms. Berta Quintero

DBA

Heladeria Reinita Restaurant

REINITA

BUSINESS PROPERTY LEASE
For space within
The Kollmeyer Passageway Complex
Irving Development LLC-C/O Bill Perry
408 North Main Street
Fremont, Nebraska-68025

THIS LEASE is signed and agreed to effective the **Twenty Second Day (22ed)** day of **June, 2020** (the "Effective Date"), between **Irving Development LLC, a Nebraska limited liability company** (Hereinafter referred to as "Landlord"), and **Berta Quintero, Personally, DBA Heladeria Reina Restaurant** (Hereinafter referred to as "Tenant").

1. **PREMISES:** Landlord leases to Tenant, on the following terms and conditions, the real property located at **414 North Main Street, Fremont, Dodge County, Nebraska** (the "Premises"), as depicted in Exhibit A and containing approximately **1650** square feet of interior space. The lease also includes **160 Square Feet of Outside Fenced-In Dining Area** in Front of the leased space and **286 Square Feet of Outside Fenced-In Dining area** in the Rear of the leased space. This lease also allows Tenant Non-Exclusive use of the space at **408 North Main Street, Suite #C, Fremont, Dodge County, Nebraska**, also depicted in Exhibit A and containing approximately **1005** square feet of area, commonly known as the Banquet Room for private parties and rental space.

2. **TERM:** This Lease shall be for a term of **Three Years plus 1 and ½ Months (3 years plus 1 ½ months)**, beginning on the **Twenty Second Day (22ed)** day of **June, 2020** and ending on the **Thirty First (31st)** day of **July, 2023** unless terminated earlier as provided in this Lease.

3. **USE OF PREMISES:** The Premises are leased to Tenant for the purposes of **A Mexican Style Ice Cream Parlor-Restaurant and-Bar** and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Kollmeyer Passageway Complex and Facility Tenant agrees to keep the noise levels low so as to not to interfere with the rights and business activities of Landlord's other Tenants in the Facility, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, including without limitation all environmental laws, and further to Keep the Premises in a Clean and Sanitary Condition, to keep the Premises and all approaches thereto in a safe condition free and clear of all matter which may be dangerous to the public and free of all obstructions, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

4. **RENT:**

(a) **Base Rent.** The total Base Rent under this Lease is **Seventy Two Thousand Dollars (\$72,000.00)** for the Term of the Lease:

Tenant agrees to pay rent to Landlord by one of the following methods: 1) **Hand deliver the payment directly to Landlord, Bill Perry** or 2) **By US Mail Service to the Landlord at the address provided within this Lease Agreement, 408 North Main Street, Fremont NE 68025**, or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the **First (1) Day of each month**. Rent and all Other Expenses due under this Lease are considered late if not actually received by Landlord by the Fifth (5th) day of the Month. To be paid as follows:

For the period from **June 22^{ed}, 2020, to July 31st, 2020, \$0.00 (0) Rent per Month.**
For the period from **August 1st, 2020, to July 31st, 2023, \$2,000.00 Rent per Month.**

The First Rent Payment of \$2,000.00 under this Lease Agreement will be due and Payable the 1st day of August 2020, and the 1st day of each month hereafter for the term of this Lease with all Other Expenses also due under this Lease due on the 1st day of each month.

(b) **Other Expenses:** In addition to the Base Rent, Tenant shall pay all of the following "Other Expenses" on the 1st day of each month or as required for direct payments:

- (1) All Utilities to the Premises - Paid directly to the Fremont Department of Utilities and to any other utility serving the Premises. Tenant will transfer the Utilities into their name and begin paying all Utilities to the space starting July 1st 2020.
- (2) Tenant shall provide all required Restroom Cleaning Supplies and all required Restroom Paper products and needed supplies and services to the facility.
- (3) Tenant's pro rata share (25%) of the Trash Service to the Facility. The parties agree that Tenant's current share of such expense is determined to be \$35.00 per month.
- (4) Tenant's pro rata share (25%) of the Snow Removal and Maintenance for the Facility. The parties agree that Tenant's current share of such expense is determined to be \$40.00 per month of Snowfall.
- (5) Tenant, at its expense, shall have its own Third Party Window Cleaning Service clean the Front and Rear Doors and Entryway Glass Windows each month.
- (6) Tenant, at its expense, shall have its own Third Party provide all Insect, Pest and Bug Control each month at the sole expense of the Tenant, each and every month.

(c) **Payment of Rent.** Tenant agrees to pay the Base Rent and Other Expenses as and when due, together with all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease whether or not designated as Rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(d) Late Charge. If the Tenant Fails to pay the Base Rent together with the Other Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the First Day (1st) day of the Month after such payments are due, Tenant agrees to pay Landlord a late charge of \$75.00 with the following Month's Rent and Other Expense payment.

5. **SERVICES:** Landlord shall furnish **Standard Trash Service and Snow Removal Services** to the Facility during normal business hours, and at such other times as Landlord may deem necessary or desirable, in the manner customary. Landlord shall have the right to discontinue any service during any period for which rent is not promptly paid by Tenant. Landlord shall not be liable for damages, nor shall the rental be abated, for failure to furnish, or delay in furnishing, any service when failure to furnish, or delay in furnishing, is occasioned in whole or in part by needful repairs, renewals, or improvements, or by any strike or labor controversy, or by any accident or casualty whatsoever, or by any unauthorized act or default of any employee of Landlord, or for any other cause of causes beyond the control of Landlord.

6. ASSIGNMENT OR SUBLEASE: Tenant may not assign or transfer this Lease or any interest in this Lease or any portion of this Lease without the prior written consent of Landlord in each instance. Tenant may not sublet the Property or any part of the Property without the prior written consent of Landlord in each instance. This provision shall apply to any assignment, transfer or sublease, whether by voluntary act, operation of law, or otherwise. Consent by the Landlord to one assignment, transfer or sublease of this Lease or the Property shall not be a waiver to Landlord's rights under this Lease as to any subsequent assignment, transfer or sublease. Landlord shall not unreasonably withhold consent to assign. No assignment, transfer or sublease shall release Tenant of its obligations under this Lease.

If the Tenant is an entity, then a merger, a consolidation, a reorganization, a liquidation, or any another change in the form of the entity which results in a change in voting control of the entity will be treated as an assignment of the Lease requiring written consent of the Landlord. Any transfer, hypothecation, or other change in the Ownership of the shares of voting stock or membership of the Tenant which results in a change in voting control of the entity will be treated as an assignment of the Lease requiring written consent of the Landlord. A change of the voting control or membership of the Tenant occurs if the person or persons owning a majority of voting interests on the date of this Lease no longer own a majority of the voting interests.

Landlord, in its absolute and sole discretion, shall have the right to assign its interest under this Lease or the Rent reserved hereunder.

7. TENANT'S IMPROVEMENTS: Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Any improvement or alteration that is bolted, screwed or fastened in any way to the Walls, Floor or Ceiling becomes the property of the Landlord at the end of this Lease and is NOT considered Trade Equipment of the Tenant and cannot be removed from the premises. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work. Landlord may, as a condition to its consent, require that the work be done by Landlord's own employees and/or under Landlord's supervision, but at the expense of Tenant, and that Tenant give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to Landlord. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its EXACT former condition, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures that are not fastened, shall become part of the Premises and the Sole Property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any and all damage caused by such removal to the EXACT Historic Restoration of the Building.

Tenant specifically agrees to keep and maintain the Wood Floors within the Premises in Pristine Condition. Accordingly, within Sixty (60) days following the Effective Date of this Lease, Tenant further agrees to complete at the Tenant's sole expense, a complete Commercial Refinishing, Light Sanding and Commercial Varnish/Finish of all of the Wood Floors within the Premises by a Qualified Commercial Wood Floor refinishing firm acceptable and approved by the Landlord. Tenant further agrees to have the same refinishing firm contracted to return each March during the Term and any extensions thereof, to Deep-Clean, Buff, Touch Up, and Re-Varnish/Finish the Wood Floors within the Premises.

8. **REPAIRS:** Landlord agrees to maintain in good condition and repair as necessary the foundations and exterior walls of the Premises. Tenant agrees that it shall make, at its own cost and expense, all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, locks and the heating, air conditioning units and total HVAC Systems, plumbing, drains and grease traps and electrical systems servicing the Premises, including lighting and ceiling fans. Tenant agrees to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Facility made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Facility by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Facility.

Tenant further agrees, at its sole expense, to contract with a Third Party Cleaning/De-Greasing contractor to, on a Monthly Basis, Deep Clean and De-Grease and fully Service all the Kitchen Facility Areas, Equipment, Floors, Walls, Doors, Windows and Venting Equipment, Hoods and all Fire Suppression Equipment servicing the Premises. Upon Landlord's request, Tenant agrees to provide all invoices, statements and proof of ongoing monthly services to Landlord for all repairs, maintenance, cleaning and servicing or inspections required under the terms of this Lease. If Tenant fails to meet its obligations with respect to retention of any vendor to maintain the Facility, the Landlord may in its sole and absolute discretion retain and schedule third party vendors to perform the required services and invoice Tenant for any and all related expenses the Landlord may incur to have the Facility cleaned, maintained, serviced and properly inspected at the Landlord's sole discretion. Any such invoice shall be immediately due and payable upon Tenant's receipt thereof.

9. **CONDITION OF PREMISES:** Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Facility, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property that is NOT attached to the Facility or bolted or fastened to the Walls, Ceiling or Floors in any manner and surrender the Premises to Landlord in as good condition as when Tenant took possession with everything fastened remaining in the space, normal wear excepted.

10. **PERSONAL PROPERTY AT RISK OF TENANT:** All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Facility, or from any other place, or for any damage done to Tenant's property in moving same to or from the Facility or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises

11. **LANDLORD'S RESERVED RIGHTS:** Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of rent, Landlord shall have the right to:

(a) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Facility, or part thereof, and any adjacent Facility, land, street, or alley, and during such operations to take into and through the Premises or any part of the Facility all materials required and to temporarily close or suspend operation of entrances, doors, corridors, or other facilities to do so.

(b) Possess Passkeys to the Premises in order to have full access to the Fire Sprinkler Control System.

(c) Show the Premises to prospective tenants at reasonable times.

(d) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Facility, which Landlord deems necessary or desirable for the safety, protection, operation or preservation of the Premises or the Facility. This includes potential remodeling to the 2nd floor above this Premises.

(e) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.

(f) Establish rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Premises and Facility both interior and exterior of the Premises.

And to make modifications thereto which become a full and integrated agreed upon part of this Lease. See Exhibit B.

12. **INSURANCE:** Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Facility or increase the risks covered by insurance on the Facility or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Facility on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies; provided, this waiver shall apply only when permitted by the applicable policy of insurance.

13. **INDEMNITY:** Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Facility, except as the same may be the result of the gross negligence of Landlord, its employees or agents

14. LIABILITY INSURANCE: Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of commercial general liability insurance from a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such policy or policies shall in addition to insuring Tenant protect and name the Landlord and Landlord's managing agent as additional Insured and shall provide coverage in a combined single limit per occurrence of at least \$ **1,000,000.00** for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of the Facility by the Tenant. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days' notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof

15. DAMAGE BY FIRE OR OTHER CASUALTY: If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises untenable, the rent shall be abated while the Premises remain untenable; and in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term.

16. CONDEMNATION: If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all Damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant.

17 DEFAULT OR BREACH: Each of the following events shall constitute a default or a breach of this Lease by Tenant:

(a) If Tenant fails to pay Landlord any rent or other payments when due hereunder and rent due paid on time, by the 1st;

(b) If Tenant vacates or abandons the Premises, or if Tenant assigns or subleases the Premises without Landlord's express written consent;

(c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors; or management is forced out and the operation is taken over or run by partners or investors without the approval of Landlord.

(d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment or

(e) if Tenant fails to perform or comply with any other term or condition of this Lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence.

18. EFFECT OF DEFAULT: In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert anyone or more of the following rights:

(a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.

(b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term as though the Lease had not been terminated and the fair market rental value of the Premises for the balance of the Lease term as though the Lease had not been terminated, which sum shall be immediately due Landlord from Tenant.

(c) Landlord may re-let the Premises or any part thereof for any term without terminating this Lease at such rent and on such terms as it may choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the re-letting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from re-letting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph.

19. SURRENDER - HOLDING OVER: Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be two hundred percent (200%) the monthly rent specified in the Lease immediately before termination.

20. SUBORDINATION AND ATTORNMENT: Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Facility or any part thereof, and Tenant agrees to execute acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed in acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord. Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings

21. NOTICES: Any notice or demands given hereunder shall be in writing and hand-delivered, or sent via email, or sent by certified mail, postage prepaid, at the following addresses or at such other address as either party may from time to time designate in writing:

Landlord:

**Irving Development LLC
C/O Mr. Bill Perry
408 North Main Street
Fremont, NE 68025
Cell 402-516-2999
perrywd@yahoo.com**

Tenant:

**Berta Quintero, Personally
DBA: Heladeria Reina Restaurant
Ms. Berta Quintero
807 South Broad St
Fremont, NE 68025
402-317-2937
titabonita86@gmail.com**

Each such notice shall be deemed to have been given at the time it shall be hand delivered or emailed to such address or deposited in the United States mail in the manner prescribed herein.

22. COMPLIANCE WITH ADA: Tenant shall be responsible for all costs of complying with the Americans with Disabilities Act (ADA) and all similar laws and regulations within the Premises, including the removal of barriers which do not necessitate the removal or modification of load bearing walls.

23. SUBSTITUTION OF OTHER PREMISES: Landlord may upon sixty (60) days notice to Tenant substitute for the Premises other premises in the Facility (the "Substitute Premises"), provided that the Substitute Premises shall be reasonably usable for Tenant's business hereunder; and, if Tenant is already in occupancy of the Premises, then in addition, Landlord shall pay the reasonable expenses of moving Tenant from the Premises to the Substitute Premises and for improving the Substitute Premises so they are substantially similar to the Premises.

24. MISCELLANEOUS:

(a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.

(b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement, signed by both parties and attached as part of this Lease.

(c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder, including but not limited to the acceptance of Rent or Other Expenses, shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska

(g) **Partial Invalidity** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law

25. **AGENCY:** The brokers involved in this transaction are:

Agent for Landlord: **None**

Agent for Tenant: **None**

Dual agent representing both Landlord and Tenant: **None**

26. **BROKER COMPENSATION:**

Landlord and Tenant acknowledge that a fee is being paid by Landlord

And this fee is based on their separate agreement. **NA**

Landlord and Tenant will each compensate their respective Brokers. **NA**

27. **ENVIRONMENT REPRESENTATIONS AND COVENANTS; INDEMNITY.** Tenant agrees that it shall not at any time use the Premises in whole or part to refine, produce, store, handle, transfer, process or transport any of the following in any manner which could result in contamination of the Premises or could result in any violation of or costs or liability under any Environmental Regulation: hazardous substances, pollutant or contaminant, hazardous waste, toxic chemical, hazardous chemical, hazardous material as those terms are defined herein and in the Federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.A. §9601 [14] and [33]), any so-called "Superfund" or "Superlien" law, or other applicable federal, state, or local statute, ordinance, rule or regulation, nor shall Tenant permit any release or threatened release of any Hazardous Substance on the Premises, nor shall Tenant install or permit the installation of any underground storage tanks in or about the Premises. As used herein the term "Hazardous Substance" shall mean unreactive formaldehyde, polychlorinated biphenyls, asbestos, asbestos-containing materials, radioactive materials or wastes, petroleum products, or any waste material or other substance which would subject the owner of the Premises to any response costs, damages, penalties, or liabilities under any applicable Environmental Regulations. The term "Environmental Regulations", as used herein, means any federal, state, or local laws, statutes, codes, ordinances, regulations, requirements or rules relating to any environmental matters, including the removal, handling, and disposal of hazardous or toxic waste materials or substances. Tenant shall notify Landlord immediately upon receipt from any governmental entity or agency of any violation or alleged violation of any Environmental Regulation. Tenant covenants that it will not violate or permit the violation of any Environmental Regulation during the term of this Lease or any extension thereof. Tenant hereby agrees to indemnify and hold Landlord fully and completely harmless from any and all costs, loss, liability, claims, expenses, fees (including reasonable attorneys' and consultants' fees), penalties, fines, assertions and judgments asserted against or incurred by Landlord arising from or in connection with any breach by Tenant of the terms of this paragraph.

28. **LANDLORD'S IMPROVEMENTS.** Tenant accepts Premises in as-is condition, any item fastened to the Facility remains and is not a trade fixture.

Tenant agrees that the Landlord is providing assorted tables, chairs, dishes and supplies along with side work tables. Tenant further agrees this is the sole property of the Landlord and all provided equipment will remain in the facility at the end of this Lease. Tenant agrees this equipment being provided is NOT the Tenant's Trade Fixtures and must remain in good condition during the Lease Term and returned to Landlord along with any improvements to the Facility that are attached to the building, all remaining in and with the Facility at the end of this Lease. Tenant agrees to inspect or cause to have inspected and maintained serviced and provide all maintenance of all the kitchen and fire equipment within and used in the space on a regular basis at the sole expense of the Tenant. This includes regularly scheduled factory maintenance, inspections and

any and all required repairs that may be needed during the term of the Lease on any of the kitchen equipment, sprinkler system and Fire Protection equipment used within the space. Tenant agrees to keep clean and well maintained the exhaust fans in the exterior of the facility and have them professionally cleaned and maintained on a regular basis to avoid grease build up.

List of equipment which is being supplied by the Landlord is attached to this Lease and is hereby agreed to by all parties

29. **EXTENSION OPTION.** If Tenant is not in default or breach under the terms of this Lease at any point in the first term of the Lease, including paying Rent or Other Expenses late, then Tenant shall have the right to extend this Lease for a one (1) time extension of Three (3) years (the "Extension Period") under the same terms and conditions except that Base Rent shall be \$2,500.00 Per Month for the First year of the Extension Period and the Tenant shall have the Option on the last Two (2) year period of the Extension Period, at \$3,000.00 per month. If during the Extension Period the Tenant defaults under the terms and conditions of this Lease, including late payment of the Rent or Other Expenses, the remaining Base Rent shall immediately increase by 10% per month for the remaining months of the Extension Period. Tenant agrees to give Landlord written notice of intent to exercise this extension option no less than Four (4) months prior to the first lease Term. Specifically, Tenant's written notice of intent to exercise this extension option must be given not later than April 1st 2023.

30. **RIGHT OF FIRST REFUSAL.** N/A Deleted paragraph

31. **Buy Out Option.** If and only if Tenant has not been in default or breach under the terms of this Lease at any point during the initial Term or during the Extension Period, including late payment of Rent or Other Expenses, then Tenant may exercise its "buy-out" option which must be exercised in writing at least 90 days prior to the proposed buy-out date. Tenant's exercise of its buy-out option shall be formalized by written agreement of the parties in which Tenant shall agree to pay no less than 50% of all remaining Rent and Other Expense obligations due under the Lease.

32. **ELECTRICAL PANEL AND HVAC THERMOSTAT.** N/A Deleted paragraph

33. **ADDITIONAL PROVISIONS:**

(a) Until this Lease is executed on behalf of all parties hereto, it shall be construed as only an offer to lease space by Tenant from the Landlord

(b) Any additional provisions of this Lease shall be in writing and attached as an addendum hereto.

(c) Exhibit B, Rules and Regulations, each separately and/or all combined together, non conformance or default of any One or All of the rules and regulations hereby causes a default or breach under the terms and conditions of this Lease. All parties to this Lease agree to and accept as part of this Lease the attached Exhibit B, Rules and Regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD **Irving Development LLC.**

By: William Perry Title: President Date: 6-22-20

TENANT: Berta Quintero, Personally DBA: Heladeria Reinita

By: Berta Quintero Title: Owner Date: 6/22/20

PERSONAL GUARANTEE

Berta Quintero, guarantor, hereby guarantees the payment of all rent and all other sums due under the above Lease. Guarantor further guarantees the performance all of Tenant's other obligations under the Lease. Consideration for this guarantee is the Lease and the rental rate contained in the Lease.

Dated effective the 22ed day of June 2020.

By: Berta Quintero
BERTA QUINTERO, Guarantor

EXHIBIT A
DESCRIPTION OF PREMISES

PREMISES:

First floor space within the Kollmeyer Passageway Complex located at 414 North Main Street, Fremont NE 68025 located in the Northern most space and consists of both the front and back outdoor seating restaurant spaces, both fenced in along with the kitchen space.

COMMON AREA:

First Floor space within the Kollmeyer Passageway located at 408 North Main Street, Fremont NE 68025, Suite C, Located in the Eastern most Back Space with access and doorways to the Passageway entrance commonly known as the Banquet Room.

First Floor space within the Kollmeyer Passageway located at 408 North Main Street, Fremont NE 68025 known as the Common Area-Passageway and Restrooms Area

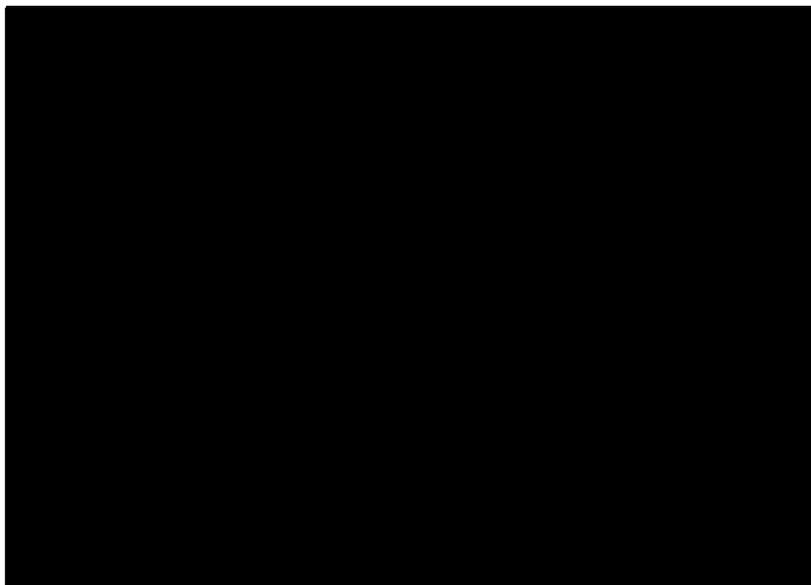
EXHIBIT B

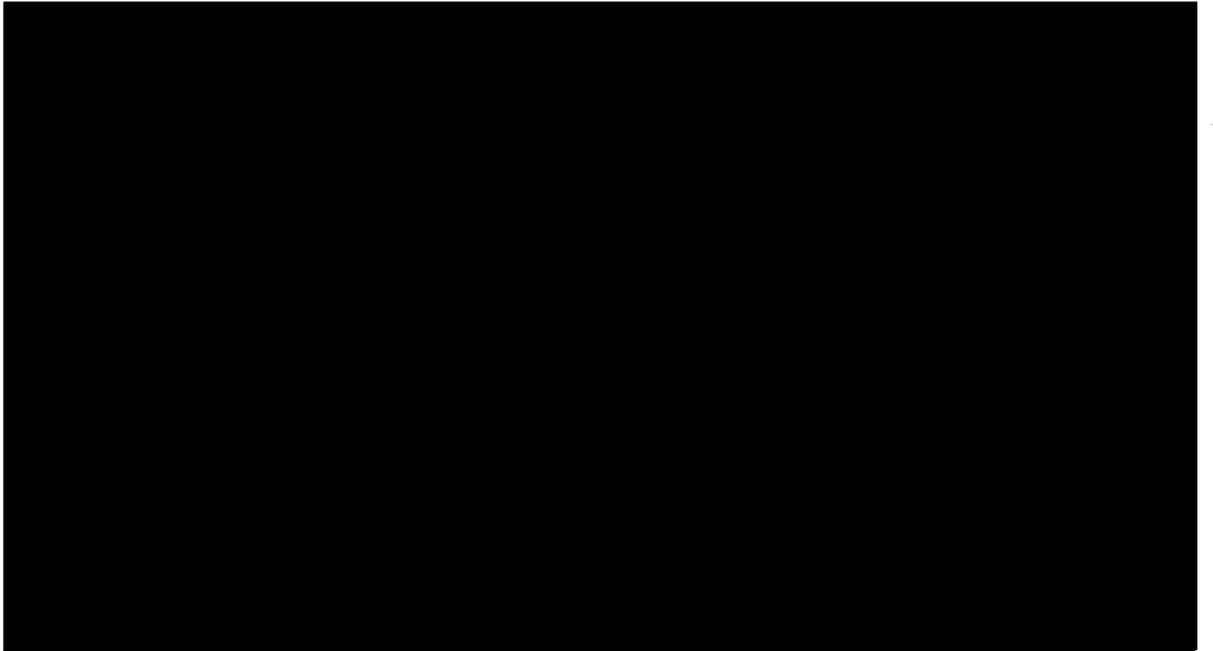
RULES AND REGULATIONS AS PART OF THE LEASE AGREEMENT

Exhibit B, Rules and Regulations, each separately and/or all combined together, any Non-Conformance or default of any One or All of these rules and regulations hereby constitutes a default or breach under the terms and conditions of this Lease.

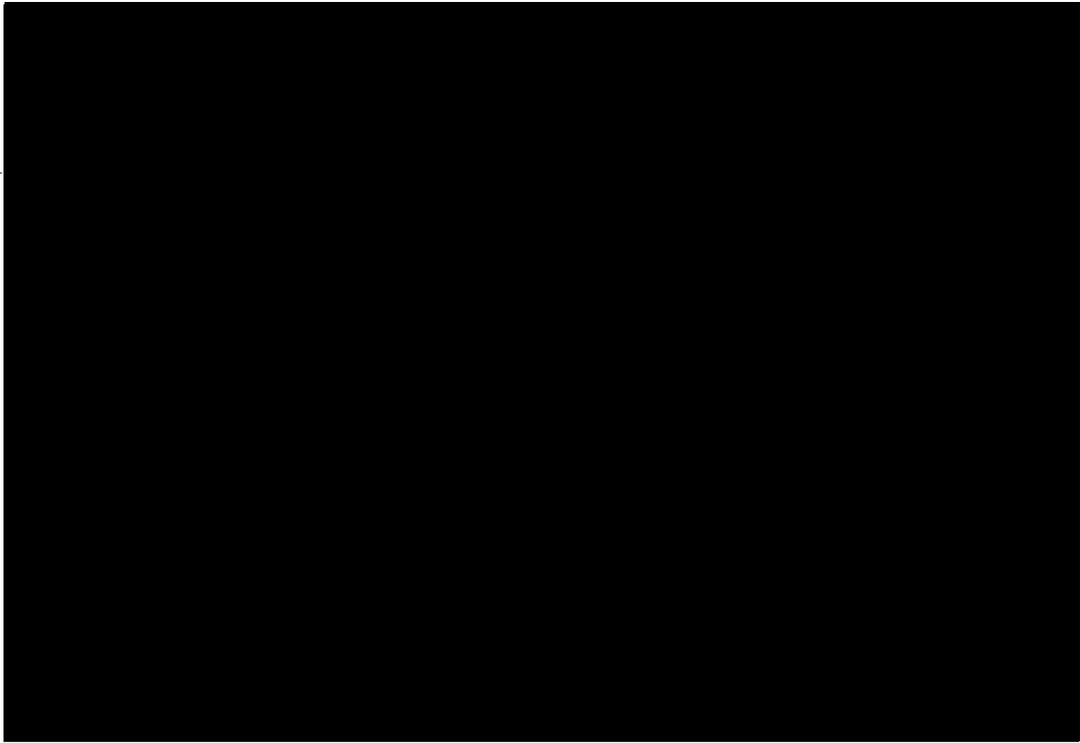
- (a) Tenant shall not place or erect any signs or identifying marks, trademarks, insignia or advertising on or about the Premises or the Facility except with the prior written consent of Landlord. In the event Tenant shall place or cause to be placed any sign, identifying marks, insignia or advertising on or about the Premises or the Facility without the prior written consent of Landlord, Landlord shall have the right and power to remove the same at Tenant's expense.
- (b) All loading and unloading of goods shall be done only at times, in the areas and through the entrances designated for that purpose by Landlord.
- (c) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Premises daily, prepared for collection and removed in the manner and at the times and place specified by Landlord. If Landlord provides or designates a service for collection of refuse and garbage, Tenant shall use that service, at Tenant's expense, provided the cost is reasonably competitive to any identical service available to Tenant. Tenant shall in all events pay for the costs of such service.
- (d) Nothing (including without limitation radio or television aerials) shall be placed or erected on the roof or exterior walls of the Premises without the prior written consent of Landlord, and it is understood that the exclusive use of the roof and exterior walls is reserved to Landlord. Anything so placed or erected on the roof or exterior walls shall be subject to removal without notice or liability at any time and any damage to the walls or roof caused by the removal shall be the responsibility of Tenant.
- (e) No loudspeaker, television, phonograph, radio, flashing light or other device shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.
- (f) No auction, fire, "lost our lease", bankruptcy or selling-out sales shall be conducted in the Premises without the prior written consent of Landlord, and none shall be conducted outside the Premises.
- (g) Tenant shall maintain all display windows in a neat, attractive condition, and shall exhibit only first-class materials, goods and items in all display windows. Tenant shall not permit the display of any materials, goods or items which in the sole discretion of the Landlord are considered lewd, obscene, pornographic, or otherwise not in keeping with the standards of the Facility.
- (h) The sidewalks, entry ways, loading areas, other common areas and other outside areas immediately adjoining the Premises shall be kept clear of debris and snow at all times by Tenant and Tenant shall not place or permit any obstructions, garbage, refuse, merchandise or displays in those areas.
- (i) Tenant and Tenant's employees shall park their cars only in those public parking areas that are readily available in the downtown area. The parking areas directly behind the premises, with the alley access, are to remain open and available for the public and customers that are visiting the Facility. Tenant agrees to park in off street parking and NOT in the front or rear of the Premises.
- (j) Tenant, its employees and/or its agents, shall not solicit business in the common areas, nor shall Tenant, its employees and/or its agents distribute any handbills or other advertising matter in the common areas or on automobiles parked in the common areas.
- (k) Tenant shall not carry on any trade or occupation or operate any instruments, apparatus, or equipment which emits an odor or causes a noise discernible outside of the Premises or which may be deemed offensive in nature.

- (l) Tenant shall keep the Premises at a temperature sufficient to prevent water from freezing in pipes and fixtures.
- (m) Tenant shall not place or maintain any temporary fixture for the display of merchandise outside the Premises or within six feet of any entrances to the Premises, and Landlord shall have the right, without giving prior notice to Tenant and without any Liability for damage, to remove any such display from the Premises, except as shall have first received the written approval of Landlord as to size, color, location, nature and display qualities.
- (n) Due to the historic and unique nature of the building the tenant shall not place or erect any type of sign, display, shelving, racks, walls or any other type of items that would require fastening of "any-type" into, on, or from the "Tin Ceiling", "Wood Floors" the "Brick Walls" and the "Aluminum Window Frames". This includes the "Wood Floors" as well as the "Wood Molding and Trim" when and where applicable. Any item that is fastened to the facility, in any way, becomes the property of the Landlord, such as walls, partitions, bar and back bar and must remain in the facility at the end of any lease, they do NOT in any way become a Trade Fixture of the Tenant.
- (o) All cooking-related garbage, such as food items, leftovers, packaging, and food waste must be properly bagged and sealed or tied and disposed of in the proper manner, in order to prevent infestation, inside or outside the building, of bugs, rats, mice, dogs, cats, birds, or other miscellaneous vermin. All cooking grease, oil, fat, or lard will be collected in the proper storage container for disposal. This storage container will be serviced and collected at the sole expense of the Tenant.
- (p) Tenant agrees that this facility is a non-smoking facility. No smoking will be permitted in this space.
- (q) Tenant shall conduct business and keep the Premises open during the hours of 10:00 a.m. to 5:00 p.m. local time on Mondays through Saturdays. Tenant is permitted to conduct business and keep the Premises open on Sundays and later than 5:00 p.m. local time on Mondays through Saturdays.
- (r) With the increased use, exposure and traffic of the Facility, the Passageway area and Restrooms the Increased or Extended use of the Common Area including the Restrooms, Tenant, Shall complete and furnish the Regular, Expected and Customary-Regular Inspection and Cleaning of the Common Area, Passageway and Restrooms. It is agreed between the Tenant and the Landlord that the Tenant shall have the Tenant's staff regularly inspect and Clean, Wipe down surfaces and mirrors as well as pick up and Clean the Restrooms and the Common Area-Passageway at least two (2) times per day to protect the Health and Safety of the Customers of the Premises and Facility. Tenant will also discuss its cleaning duties with its staff on a regular basis to insure the Clean and Sanitary use of the Restrooms and Common Area-Passageway. Tenant will ask its staff to pick up and clean up after themselves. Failure to comply with this paragraph shall constitute a default of the Lease.









Fremont Police Department
Liquor License Application Investigative Report

Name of Business: Heladeria Reinita Restaurant
Business Address: 414 N. Main Street Fremont, NE 68025
Business Phone #: (402) 816-4136
Business Owner (s): Berta Quintero

Business Owner's Address (s): 807 S. Broad Street Lot 85 Fremont, NE 68025
Owner's Daytime Phone Number: (402) 317-2937

1. Type of Investigation: Purchase of Business
 Upgrade of Existing License (From ___ to ___)
 Expansion of Present Business
 Renewal - Long Form
 New and additional License
 Transfer of Location
 Manager / Employees

2. Type of License: Class - I

3. Type of Business: Hotel / Motel
 Liquor / On / Off Sale only
 Restaurant / Food Service
 Entertainment
 Other _____

4. Type of Ownership: Corporation (LLC)
 Partnership
 Individual
 Limited Liability Company (LLC)

5. Financial Information : **Previous Years Gross Sales**
 (Estimation) \$ 12,000 **Estimated Annual Payroll**
 \$ 9,500 **Estimated Gross Income**
 40 % Food 60 % Liquor

6. Premise Information: Commercial Industrial Residential
Estimated Seating Capacity: 55 **Estimated # of Customers per day -**

Premise days of operation: **DAYS/WEEK –Monday-Saturday**

Premise hours of operation: 10am-11pm

7. Type of Food Service: Microwave Grill Kitchen

8. Employees: # 2 Full Time # 3 Part Time

Are any of the employees under 21 years of age? No

Have any of the employees ever been arrested and/or convicted of any criminal offense?
No

9. Manager Information: Name: Berta Quintero
Address: 807 S. Broad Street Lot 85 Fremont, NE
Phone # 402-317-2937
Driver's License # [REDACTED] State NE

Length of time as owner: 3.5

Is anyone other than the manager responsible for the daily operation of the business?
No

10. Number of Licenses within competitive distance: 5

11. Does the establishment have gaming? No

12. Does the establishment sell tobacco products? No

13. Has this establishment's owners or any employee of this establishment ever been before the Nebraska Liquor Control Commission in a disciplinary hearing? No

14. Please give the approximate number of police service calls to this establishment during the last year. N/A

15. Is anyone other than those individuals previously listed, drawing a percentage of the profits of this establishment? No

16. Please enclose copy of lease agreement.

Date received by Fremont Police Department July 9, 2020

Date of Completed Investigation July 21, 2020

Signature of Investigating Officer

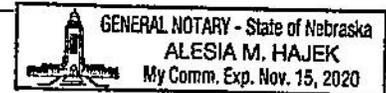
Randa Jensen

Date of Hearing by Governing Body July 28, 2020

Governing Body Recommendation:

Signature of Applicant Berta Quintero Date 7/21/20

Printed Name of Applicant Berta Quintero Arevalo



Notary Alesia M Hajek

Falsification of any part of this application may result in criminal and civil penalties.

BUSINESS PROPERTY LEASE
For space within
The Kollmeyer Passageway Complex
Irving Development LLC-C/O Bill Perry
408 North Main Street
Fremont, Nebraska-68025

THIS LEASE is signed and agreed to effective the **Twenty Second Day (22ed) day of June, 2020** (the "Effective Date"), between **Irving Development LLC**, a Nebraska limited liability company (Hereinafter referred to as "Landlord"), and **Berta Quintero**, Personally, DBA **Heladeria Reina Restaurant** (Hereinafter referred to as "Tenant").

1. PREMISES: Landlord leases to Tenant, on the following terms and conditions, the real property located at **414 North Main Street, Fremont, Dodge County, Nebraska** (the "Premises"), as depicted in Exhibit A and containing approximately 1650 square feet of interior space. The lease also includes 160 Square Feet of Outside Fenced-In Dining Area in Front of the leased space and 286 Square Feet of Outside Fenced-In Dining area in the Rear of the leased space. This lease also allows Tenant Non-Exclusive use of the space at **408 North Main Street, Suite #C, Fremont, Dodge County, Nebraska**, also depicted in Exhibit A and containing approximately 1005 square feet of area, commonly known as the Banquet Room for private parties and rental space.

2. TERM: This Lease shall be for a term of **Three Years plus 1 and ½ Months (3 years plus 1 ½ months)**, beginning on the **Twenty Second Day (22ed) day of June, 2020** and ending on the **Thirty First (31st) day of July, 2023** unless terminated earlier as provided in this Lease.

3. USE OF PREMISES: The Premises are leased to Tenant for the purposes of **A Mexican Style Ice Cream Parlor-Restaurant and-Bar** and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Kollmeyer Passageway Complex and Facility Tenant agrees to keep the noise levels low so as to not to interfere with the rights and business activities of Landlord's other Tenants in the Facility, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, including without limitation all environmental laws, and further to Keep the Premises in a Clean and Sanitary Condition, to keep the Premises and all approaches thereto in a safe condition free and clear of all matter which may be dangerous to the public and free of all obstructions, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

4. RENT:

(a) **Base Rent.** The total Base Rent under this Lease is **Seventy Two Thousand Dollars (\$72,000.00)** for the Term of the Lease:

Tenant agrees to pay rent to Landlord by one of the following methods: 1) **Hand deliver the payment directly to Landlord, Bill Perry** or 2) **By US Mail Service to the Landlord at the address provided within this Lease Agreement, 408 North Main Street, Fremont NE 68025**, or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the **First (1) Day of each month**. Rent and all Other Expenses due under this Lease are considered late if not actually received by Landlord by the Fifth (5th) day of the Month. To be paid as follows:

For the period from June 22^{ed}, 2020, to July 31st, 2020, \$0.00 (0) Rent per Month.
For the period from August 1st, 2020, to July 31st, 2023, \$2,000.00 Rent per Month.

The First Rent Payment of \$2,000.00 under this Lease Agreement will be due and Payable the 1st day of August 2020, and the 1st day of each month hereafter for the term of this Lease with all Other Expenses also due under this Lease due on the 1st day of each month.

(b) **Other Expenses:** In addition to the Base Rent, Tenant shall pay all of the following "Other Expenses" on the 1st day of each month or as required for direct payments:

(1) All Utilities to the Premises - Paid directly to the Fremont Department of Utilities and to any other utility serving the Premises. Tenant will transfer the Utilities into their name and begin paying all Utilities to the space starting July 1st 2020.

(2) Tenant shall provide all required Restroom Cleaning Supplies and all required Restroom Paper products and needed supplies and services to the facility.

(3) Tenant's pro rata share (25%) of the Trash Service to the Facility. The parties agree that Tenant's current share of such expense is determined to be \$35.00 per month.

(4) Tenant's pro rata share (25%) of the Snow Removal and Maintenance for the Facility. The parties agree that Tenant's current share of such expense is determined to be \$40.00 per month of Snowfall.

(5) Tenant, at its expense, shall have its own Third Party Window Cleaning Service clean the Front and Rear Doors and Entryway Glass Windows each month.

(6) Tenant, at its expense, shall have its own Third Party provide all Insect, Pest and Bug Control each month at the sole expense of the Tenant, each and every month.

(c) **Payment of Rent.** Tenant agrees to pay the Base Rent and Other Expenses as and when due, together with all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease whether or not designated as Rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(d) **Late Charge.** If the Tenant Fails to pay the Base Rent together with the Other Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the First Day (1st) day of the Month after such payments are due, Tenant agrees to pay Landlord a late charge of \$75.00 with the following Month's Rent and Other Expense payment.

5. SERVICES: Landlord shall furnish **Standard Trash Service and Snow Removal Services** to the Facility during normal business hours, and at such other times as Landlord may deem necessary or desirable, in the manner customary. Landlord shall have the right to discontinue any service during any period for which rent is not promptly paid by Tenant. Landlord shall not be liable for damages, nor shall the rental be abated, for failure to furnish, or delay in furnishing, any service when failure to furnish, or delay in furnishing, is occasioned in whole or in part by needful repairs, renewals, or improvements, or by any strike or labor controversy, or by any accident or casualty whatsoever, or by any unauthorized act or default of any employee of Landlord, or for any other cause of causes beyond the control of Landlord.

6. ASSIGNMENT OR SUBLEASE: Tenant may not assign or transfer this Lease or any interest in this Lease or any portion of this Lease without the prior written consent of Landlord in each instance. Tenant may not sublet the Property or any part of the Property without the prior written consent of Landlord in each instance. This provision shall apply to any assignment, transfer or sublease, whether by voluntary act, operation of law, or otherwise. Consent by the Landlord to one assignment, transfer or sublease of this Lease or the Property shall not be a waiver to Landlord's rights under this Lease as to any subsequent assignment, transfer or sublease. Landlord shall not unreasonably withhold consent to assign. No assignment, transfer or sublease shall release Tenant of its obligations under this Lease.

If the Tenant is an entity, then a merger, a consolidation, a reorganization, a liquidation, or any another change in the form of the entity which results in a change in voting control of the entity will be treated as an assignment of the Lease requiring written consent of the Landlord. Any transfer, hypothecation, or other change in the Ownership of the shares of voting stock or membership of the Tenant which results in a change in voting control of the entity will be treated as an assignment of the Lease requiring written consent of the Landlord. A change of the voting control or membership of the Tenant occurs if the person or persons owning a majority of voting interests on the date of this Lease no longer own a majority of the voting interests.

Landlord, in its absolute and sole discretion, shall have the right to assign its interest under this Lease or the Rent reserved hereunder.

7. TENANT'S IMPROVEMENTS: Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Any improvement or alteration that is bolted, screwed or fastened in any way to the Walls, Floor or Ceiling becomes the property of the Landlord at the end of this Lease and is NOT considered Trade Equipment of the Tenant and cannot be removed from the premises. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work. Landlord may, as a condition to its consent, require that the work be done by Landlord's own employees and/or under Landlord's supervision, but at the expense of Tenant, and that Tenant give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to Landlord. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its EXACT former condition, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures that are not fastened, shall become part of the Premises and the Sole Property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any and all damage caused by such removal to the EXACT Historic Restoration of the Building.

Tenant specifically agrees to keep and maintain the Wood Floors within the Premises in Pristine Condition. Accordingly, within Sixty (60) days following the Effective Date of this Lease, Tenant further agrees to complete at the Tenant's sole expense, a complete Commercial Refinishing, Light Sanding and Commercial Varnish/Finish of all of the Wood Floors within the Premises by a Qualified Commercial Wood Floor refinishing firm acceptable and approved by the Landlord. Tenant further agrees to have the same refinishing firm contracted to return each March during the Term and any extensions thereof, to Deep-Clean, Buff, Touch Up, and Re-Varnish/Finish the Wood Floors within the Premises.

8. REPAIRS: Landlord agrees to maintain in good condition and repair as necessary the foundations and exterior walls of the Premises. Tenant agrees that it shall make, at its own cost and expense, all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, locks and the heating, air conditioning units and total HVAC Systems, plumbing, drains and grease traps and electrical systems servicing the Premises, including lighting and ceiling fans. Tenant agrees to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Facility made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Facility by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Facility.

Tenant further agrees, at its sole expense, to contract with a Third Party Cleaning/De-Greasing contractor to, on a Monthly Basis, Deep Clean and De-Grease and fully Service all the Kitchen Facility Areas, Equipment, Floors, Walls, Doors, Windows and Venting Equipment, Hoods and all Fire Suppression Equipment servicing the Premises. Upon Landlord's request, Tenant agrees to provide all invoices, statements and proof of ongoing monthly services to Landlord for all repairs, maintenance, cleaning and servicing or inspections required under the terms of this Lease. If Tenant fails to meet its obligations with respect to retention of any vendor to maintain the Facility, the Landlord may in its sole and absolute discretion retain and schedule third party vendors to perform the required services and invoice Tenant for any and all related expenses the Landlord may incur to have the Facility cleaned, maintained, serviced and properly inspected at the Landlord's sole discretion. Any such invoice shall be immediately due and payable upon Tenant's receipt thereof.

9. CONDITION OF PREMISES: Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Facility, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property that is NOT attached to the Facility or bolted or fastened to the Walls, Ceiling or Floors in any manner and surrender the Premises to Landlord in as good condition as when Tenant took possession with everything fastened remaining in the space, normal wear excepted.

10. PERSONAL PROPERTY AT RISK OF TENANT: All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Facility, or from any other place, or for any damage done to Tenant's property in moving same to or from the Facility or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises

11. LANDLORD'S RESERVED RIGHTS: Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of rent, Landlord shall have the right to:

(a) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Facility, or part thereof, and any adjacent Facility, land, street, or alley, and during such operations to take into and through the Premises or any part of the Facility all materials required and to temporarily close or suspend operation of entrances, doors, corridors, or other facilities to do so.

(b) Possess Passkeys to the Premises in order to have full access to the Fire Sprinkler Control System.

(c) Show the Premises to prospective tenants at reasonable times.

(d) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Facility, which Landlord deems necessary or desirable for the safety, protection, operation or preservation of the Premises or the Facility. This includes potential remodeling to the 2nd floor above this Premises.

(e) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.

(f) Establish rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Premises and Facility both interior and exterior of the Premises.

And to make modifications thereto which become a full and integrated agreed upon part of this Lease. See Exhibit B.

12. **INSURANCE:** Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Facility or increase the risks covered by insurance on the Facility or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Facility on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies; provided, this waiver shall apply only when permitted by the applicable policy of insurance.

13. **INDEMNITY:** Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Facility, except as the same may be the result of the gross negligence of Landlord, its employees or agents

14. LIABILITY INSURANCE: Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of commercial general liability insurance from a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such policy or policies shall in addition to insuring Tenant protect and name the Landlord and Landlord's managing agent as additional Insured and shall provide coverage in a combined single limit per occurrence of at least \$ 1,000,000.00 for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of the Facility by the Tenant. All such insurance shall provide that Landlord shall be given a minimum often (10) days' notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof

15. DAMAGE BY FIRE OR OTHER CASUALTY: If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises untenable, the rent shall be abated while the Premises remain untenable; and in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term.

16. CONDEMNATION: If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all Damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant.

17. DEFAULT OR BREACH: Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- (a) If Tenant fails to pay Landlord any rent or other payments when due hereunder and rent due paid on time, by the 1st;
- (b) If Tenant vacates or abandons the Premises, or if Tenant assigns or subleases the Premises without Landlord's express written consent;

(c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors; or management is forced out and the operation is taken over or run by partners or investors without the approval of Landlord.

(d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment or

(e) if Tenant fails to perform or comply with any other term or condition of this Lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence.

18. EFFECT OF DEFAULT: In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert anyone or more of the following rights:

(a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.

(b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term as though the Lease had not been terminated and the fair market rental value of the Premises for the balance of the Lease term as though the Lease had not been terminated, which sum shall be immediately due Landlord from Tenant.

(c) Landlord may re-let the Premises or any part thereof for any term without terminating this Lease at such rent and on such terms as it may choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the re-letting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from re-letting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph.

19. SURRENDER - HOLDING OVER: Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be two hundred percent (200%) the monthly rent specified in the Lease immediately before termination.

20. SUBORDINATION AND ATTORNMENT: Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Facility or any part thereof, and Tenant agrees to execute acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed in acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord. Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings

21. NOTICES: Any notice or demands given hereunder shall be in writing and hand-delivered, or sent via email, or sent by certified mail, postage prepaid, at the following addresses or at such other address as either party may from time to time designate in writing:

Landlord:

**Irving Development LLC
C/O Mr. Bill Perry
408 North Main Street
Fremont, NE 68025
Cell 402-516-2999
perrywd@yahoo.com**

Tenant:

**Berta Quintero, Personally
DBA: Heladeria Reina Restaurant
Ms. Berta Quintero
807 South Broad St
Fremont, NE 68025
402-317-2937
titabonita86@gmail.com**

Each such notice shall be deemed to have been given at the time it shall be hand delivered or emailed to such address or deposited in the United States mail in the manner prescribed herein.

22. COMPLIANCE WITH ADA: Tenant shall be responsible for all costs of complying with the Americans with Disabilities Act (ADA) and all similar laws and regulations within the Premises, including the removal of barriers which do not necessitate the removal or modification of load bearing walls.

23. SUBSTITUTION OF OTHER PREMISES: Landlord may upon sixty (60) days notice to Tenant substitute for the Premises other premises in the Facility (the "Substitute Premises"), provided that the Substitute Premises shall be reasonably usable for Tenant's business hereunder; and, if Tenant is already in occupancy of the Premises, then in addition, Landlord shall pay the reasonable expenses of moving Tenant from the Premises to the Substitute Premises and for improving the Substitute Premises so they are substantially similar to the Premises.

24. MISCELLANEOUS:

(a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.

(b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement, signed by both parties and attached as part of this Lease.

(c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder, including but not limited to the acceptance of Rent or Other Expenses, shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska

(g) **Partial Invalidity** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law

25. **AGENCY:** The brokers involved in this transaction are:

Agent for Landlord: None

Agent for Tenant: None

Dual agent representing both Landlord and Tenant: None

26. **BROKER COMPENSATION:**

Landlord and Tenant acknowledge that a fee is being paid by Landlord

And this fee is based on their separate agreement. NA

Landlord and Tenant will each compensate their respective Brokers. NA

27. **ENVIRONMENT REPRESENTATIONS AND COVENANTS; INDEMNITY.** Tenant agrees that it shall not at any time use the Premises in whole or part to refine, produce, store, handle, transfer, process or transport any of the following in any manner which could result in contamination of the Premises or could result in any violation of or costs or liability under any Environmental Regulation: hazardous substances, pollutant or contaminant, hazardous waste, toxic chemical, hazardous chemical, hazardous material as those terms are defined herein and in the Federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.A. §9601 [14] and [33]), any so-called "Superfund" or "Superlien" law, or other applicable federal, state, or local statute, ordinance, rule or regulation, nor shall Tenant permit any release or threatened release of any Hazardous Substance on the Premises, nor shall Tenant install or permit the installation of any underground storage tanks in or about the Premises. As used herein the term "Hazardous Substance" shall mean unreaformaldehyde, polychlorinated biphenyls, asbestos, asbestos-containing materials, radioactive materials or wastes, petroleum products, or any waste material or other substance which would subject the owner of the Premises to any response costs, damages, penalties, or liabilities under any applicable Environmental Regulations. The term "Environmental Regulations", as used herein, means any federal, state, or local laws, statutes, codes, ordinances, regulations, requirements or rules relating to any environmental matters, including the removal, handling, and disposal of hazardous or toxic waste materials or substances. Tenant shall notify Landlord immediately upon receipt from any governmental entity or agency of any violation or alleged violation of any Environmental Regulation. Tenant covenants that it will not violate or permit the violation of any Environmental Regulation during the term of this Lease or any extension thereof. Tenant hereby agrees to indemnify and hold Landlord fully and completely harmless from any and all costs, loss, liability, claims, expenses, fees (including reasonable attorneys' and consultants' fees), penalties, fines, assertions and judgments asserted against or incurred by Landlord arising from or in connection with any breach by Tenant of the terms of this paragraph.

28. **LANDLORD'S IMPROVEMENTS.** Tenant accepts Premises in as-is condition, any item fastened to the Facility remains and is not a trade fixture.

Tenant agrees that the Landlord is providing assorted tables, chairs, dishes and supplies along with side work tables. Tenant further agrees this is the sole property of the Landlord and all provided equipment will remain in the facility at the end of this Lease. Tenant agrees this equipment being provided is NOT the Tenant's Trade Fixtures and must remain in good condition during the Lease Term and returned to Landlord along with any improvements to the Facility that are attached to the building, all remaining in and with the Facility at the end of this Lease. Tenant agrees to inspect or cause to have inspected and maintained serviced and provide all maintenance of all the kitchen and fire equipment within and used in the space on a regular basis at the sole expense of the Tenant. This includes regularly scheduled factory maintenance, inspections and

any and all required repairs that may be needed during the term of the Lease on any of the kitchen equipment, sprinkler system and Fire Protection equipment used within the space. Tenant agrees to keep clean and well maintained the exhaust fans in the exterior of the facility and have them professionally cleaned and maintained on a regular basis to avoid grease build up.

List of equipment which is being supplied by the Landlord is attached to this Lease and is hereby agreed to by all parties

29. EXTENSION OPTION. If Tenant is not in default or breach under the terms of this Lease at any point in the first term of the Lease, including paying Rent or Other Expenses late, then Tenant shall have the right to extend this Lease for a one (1) time extension of Three (3) years (the "Extension Period") under the same terms and conditions except that Base Rent shall be \$2,500.00 Per Month for the First year of the Extension Period and the Tenant shall have the Option on the last Two (2) year period of the Extension Period, at \$3,000.00 per month. If during the Extension Period the Tenant defaults under the terms and conditions of this Lease, including late payment of the Rent or Other Expenses, the remaining Base Rent shall immediately increase by 10% per month for the remaining months of the Extension Period. Tenant agrees to give Landlord written notice of intent to exercise this extension option no less than Four (4) months prior to the first lease Term. Specifically, Tenant's written notice of intent to exercise this extension option must be given not later than April 1st 2023.

30. RIGHT OF FIRST REFUSAL. N/A Deleted paragraph

31. Buy Out Option. If and only if Tenant has not been in default or breach under the terms of this Lease at any point during the initial Term or during the Extension Period, including late payment of Rent or Other Expenses, then Tenant may exercise its "buy-out" option which must be exercised in writing at least 90 days prior to the proposed buy-out date. Tenant's exercise of its buy-out option shall be formalized by written agreement of the parties in which Tenant shall agree to pay no less than 50% of all remaining Rent and Other Expense obligations due under the Lease.

32. ELECTRICAL PANEL AND HVAC THERMOSTAT. N/A Deleted paragraph

33. ADDITIONAL PROVISIONS:

- (a) Until this Lease is executed on behalf of all parties hereto, it shall be construed as only an offer to lease space by Tenant from the Landlord
- (b) Any additional provisions of this Lease shall be in writing and attached as an addendum hereto.
- (c) Exhibit B, Rules and Regulations, each separately and/or all combined together, non conformance or default of any One or All of the rules and regulations hereby causes a default or breach under the terms and conditions of this Lease. All parties to this Lease agree to and accept as part of this Lease the attached Exhibit B, Rules and Regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD **Irving Development LLC.**

By: William Perry Title: President Date: 6-22-20

TENANT: **Berta Quintero, Personally DBA: Heladeria Reinita**

By: Berta Quintero Title: Owner Date: 6/22/20

PERSONAL GUARANTEE

Berta Quintero, guarantor, hereby guarantees the payment of all rent and all other sums due under the above Lease. Guarantor further guarantees the performance all of Tenant's other obligations under the Lease. Consideration for this guarantee is the Lease and the rental rate contained in the Lease.

Dated effective the 22ed day of June 2020.

By: Berta Quintero
BERTA QUINTERO, Guarantor

EXHIBIT A
DESCRIPTION OF PREMISES

PREMISES:

First floor space within the Kollmeyer Passageway Complex located at 414 North Main Street, Fremont NE 68025 located in the Northern most space and consists of both the front and back outdoor seating restaurant spaces, both fenced in along with the kitchen space.

COMMON AREA:

First Floor space within the Kollmeyer Passageway located at 408 North Main Street, Fremont NE 68025, Suite C, Located in the Eastern most Back Space with access and doorways to the Passageway entrance commonly known as the Banquet Room.

First Floor space within the Kollmeyer Passageway located at 408 North Main Street, Fremont NE 68025 known as the Common Area-Passageway and Restrooms Area

EXHIBIT B

RULES AND REGULATIONS AS PART OF THE LEASE AGREEMENT

Exhibit B, Rules and Regulations, each separately and/or all combined together, any Non-Conformance or default of any One or All of these rules and regulations hereby constitutes a default or breach under the terms and conditions of this Lease.

- (a) Tenant shall not place or erect any signs or identifying marks, trademarks, insignia or advertising on or about the Premises or the Facility except with the prior written consent of Landlord. In the event Tenant shall place or cause to be placed any sign, identifying marks, insignia or advertising on or about the Premises or the Facility without the prior written consent of Landlord, Landlord shall have the right and power to remove the same at Tenant's expense.
- (b) All loading and unloading of goods shall be done only at times, in the areas and through the entrances designated for that purpose by Landlord.
- (c) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Premises daily, prepared for collection and removed in the manner and at the times and place specified by Landlord. If Landlord provides or designates a service for collection of refuse and garbage, Tenant shall use that service, at Tenant's expense, provided the cost is reasonably competitive to any identical service available to Tenant. Tenant shall in all events pay for the costs of such service.
- (d) Nothing (including without limitation radio or television aerials) shall be placed or erected on the roof or exterior walls of the Premises without the prior written consent of Landlord, and it is understood that the exclusive use of the roof and exterior walls is reserved to Landlord. Anything so placed or erected on the roof or exterior walls shall be subject to removal without notice or liability at any time and any damage to the walls or roof caused by the removal shall be the responsibility of Tenant.
- (e) No loudspeaker, television, phonograph, radio, flashing light or other device shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.
- (f) No auction, fire, "lost our lease", bankruptcy or selling-out sales shall be conducted in the Premises without the prior written consent of Landlord, and none shall be conducted outside the Premises.
- (g) Tenant shall maintain all display windows in a neat, attractive condition, and shall exhibit only first-class materials, goods and items in all display windows. Tenant shall not permit the display of any materials, goods or items which in the sole discretion of the Landlord are considered lewd, obscene, pornographic, or otherwise not in keeping with the standards of the Facility.
- (h) The sidewalks, entry ways, loading areas, other common areas and other outside areas immediately adjoining the Premises shall be kept clear of debris and snow at all times by Tenant and Tenant shall not place or permit any obstructions, garbage, refuse, merchandise or displays in those areas.
- (i) Tenant and Tenant's employees shall park their cars only in those public parking areas that are readily available in the downtown area. The parking areas directly behind the premises, with the alley access, are to remain open and available for the public and customers that are visiting the Facility. Tenant agrees to park in off street parking and NOT in the front or rear of the Premises.
- (j) Tenant, its employees and/or its agents, shall not solicit business in the common areas, nor shall Tenant, its employees and/or its agents distribute any handbills or other advertising matter in the common areas or on automobiles parked in the common areas.
- (k) Tenant shall not carry on any trade or occupation or operate any instruments, apparatus, or equipment which emits an odor or causes a noise discernible outside of the Premises or which may be deemed offensive in nature.

- (l) Tenant shall keep the Premises at a temperature sufficient to prevent water from freezing in pipes and fixtures.
- (m) Tenant shall not place or maintain any temporary fixture for the display of merchandise outside the Premises or within six feet of any entrances to the Premises, and Landlord shall have the right, without giving prior notice to Tenant and without any Liability for damage, to remove any such display from the Premises, except as shall have first received the written approval of Landlord as to size, color, location, nature and display qualities.
- (n) Due to the historic and unique nature of the building the tenant shall not place or erect any type of sign, display, shelving, racks, walls or any other type of items that would require fastening of "any-type" into, on, or from the "Tin Ceiling", "Wood Floors" the "Brick Walls" and the "Aluminum Window Frames". This includes the "Wood Floors" as well as the "Wood Molding and Trim" when and where applicable. Any item that is fastened to the facility, in any way, becomes the property of the Landlord, such as walls, partitions, bar and back bar and must remain in the facility at the end of any lease, they do NOT in any way become a Trade Fixture of the Tenant.
- (o) All cooking-related garbage, such as food items, leftovers, packaging, and food waste must be properly bagged and sealed or tied and disposed of in the proper manner, in order to prevent infestation, inside or outside the building, of bugs, rats, mice, dogs, cats, birds, or other miscellaneous vermin. All cooking grease, oil, fat, or lard will be collected in the proper storage container for disposal. This storage container will be serviced and collected at the sole expense of the Tenant.
- (p) Tenant agrees that this facility is a non-smoking facility. No smoking will be permitted in this space.
- (q) Tenant shall conduct business and keep the Premises open during the hours of 10:00 a.m. to 5:00 p.m. local time on Mondays through Saturdays. Tenant is permitted to conduct business and keep the Premises open on Sundays and later than 5:00 p.m. local time on Mondays through Saturdays.
- (r) With the increased use, exposure and traffic of the Facility, the Passageway area and Restrooms the Increased or Extended use of the Common Area including the Restrooms, Tenant, Shall complete and furnish the Regular, Expected and Customary-Regular Inspection and Cleaning of the Common Area, Passageway and Restrooms. It is agreed between the Tenant and the Landlord that the Tenant shall have the Tenant's staff regularly inspect and Clean, Wipe down surfaces and mirrors as well as pick up and Clean the Restrooms and the Common Area-Passageway at least two (2) times per day to protect the Health and Safety of the Customers of the Premises and Facility. Tenant will also discuss its cleaning duties with its staff on a regular basis to insure the Clean and Sanitary use of the Restrooms and Common Area-Passageway. Tenant will ask its staff to pick up and clean up after themselves. Failure to comply with this paragraph shall constitute a default of the Lease.



**FREMONT
POLICE
DEPARTMENT**

JEFFREY J. ELLIOTT
Chief of Police

725 North Park Avenue
Fremont, Nebraska 68025

Case FPD2002228 - UNAPPROVED DRAFT

Printed on July 21, 2020

Status	Active
Report Type	Case
Primary Officer	Brandon Lorenson
Reported At	07/12/20 07:35
Incident Date	07/12/20 07:35
Incident Code	LIC : Licensing Checks
Location	725 N PARK AVE, FREMONT, NE (FPD)
Zone	District 1 & 3
Beat	
Disposition	Inactive
Disposition Date/Time	07/21/20 11:39
Review for Gang Activity	None

Offense Information

Offense	Liquor License Application Investigation
Statute	Liquor Lic App
NIBRS Code	
Counts	1
Offense Details	Committed
Include In NIBRS	Yes
Completed	Yes
Bias Motivation	None (no bias)
Location	Restaurant
Entry Forced	No

Other

QUINTERO-AREVALO, BERTA O
Female, DOB 3/25/82
807 S BROAD ST LOT 85
FREMONT, NE 68025
(402) 317-2937 Cell

PERSON w/ KNOWLEDGE: Liquor Lic App - Liquor License Application Investigation - Committed

Primary Narrative By Brandon Lorenson, 07/13/20 09:32

On 7/9/2020 I was assigned a liquor license application for Heladería Reinita Restaurant. Berta Quintero currently runs a food cart and is going to rent the building at 414 N. Main Street. She would like to have a full restaurant and alcohol.

Investigation continues.

Det. Lorenson #D4

Primary Supplemental Narrative By Brandon Lorenson, 07/19/20 10:19

I left another voicemail and sent an email expressing how important it is for me to be able to completed this application. I have not heard back from Berta.

Det. Lorensen

Primary Supplemental Narrative By Brandon Lorensen, 07/21/20 10:43

I have been able to contact Berta and the rest of the questions were answered. Berta will be coming in today to sign her application.

Det. Lorensen #D4

RESOLUTION NO. 2020-145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA CONSIDERING AN APPLICATION FOR A CLASS I LIQUOR LICENSE FOR BERTA QUINTERO DBA HELADERIA REINITA RESTAURANT 414 N. MAIN ST., FREMONT, NE 68025.

WHEREAS, an application was filed by Berta Quintero dba Heladeria Reinita Restaurant, for property located at 414 N. Main St., Fremont, NE 68025 for a class I liquor license; and,

WHEREAS, a public hearing notice was published in the Fremont Tribune as required by state law on July 16, 2020; and,

WHEREAS, a public hearing was held on July 28, 2020 for the purpose of discussing such liquor license application,

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

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

PASSED AND APPROVED THIS 28th DAY OF JULY, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: July 28, 2020
SUBJECT: Request for Amendment to the Morningside Road Redevelopment Area for the RD Leasing Redevelopment Project

Recommendation: Approval of Resolution No. 2020-146

Overview of Development Process:

This request for a redevelopment project is the fifth step in the redevelopment process. The Redevelopment process is established in State Statutes to facilitate the removal of blight and substandard conditions by providing an avenue for the use of Tax Increment Financing to facilitate the redevelopment that otherwise would not occur. This step of the development process focuses on the financial aspects of a project for which a developer is requesting Tax Increment Financing in order to help pay for the public improvements. The process is as follows:

1. The area is declared Blighted and Substandard.
2. A Redevelopment Plan is prepared and approved for the area.
3. A developer identifies a project and prepares an amendment to the Redevelopment Plan for a specific Redevelopment Project.
4. The Community Development Agency refers the Redevelopment Project to the Planning Commission to review for conformity with the Comprehensive Plan.
5. The Planning Commission makes a recommendation on the amendment to the Redevelopment Plan for the the project to the Community Development Agency and City Council which then review and approve the amendment to the Redevelopment Plan.
6. A Redevelopment Agreement is prepared that specifies the responsibilities of the developer and the City. This is approved by the Community Development Agency.

While the redevelopment process is related to the zoning and subdivision process, it is not intended to serve the same purpose. Approval of a redevelopment plan does not convey zoning or subdivision rights to a piece of property. Rather, it conveys the intent to develop the property as shown in a plan to remove blight and substandard conditions through Tax Increment Financing.

Under the UDC, the zoning of a property designates the uses that are permitted, limited (allowed if certain requirements are met) and conditional (subject to a conditional use permit approval by City Council.) Uses must also meet the setback, floor area ratio, and landscape ratio standards for the district. Landscaping buffers, parking requirements, signage requirements and accessory uses are also regulated by zoning.

Changing the zoning of a piece of property conveys the right to use the property as permitted in the UDC. At that time, consideration is given to consistency with the Comprehensive Plan and the compatibility of the proposed uses with the surrounding uses. A traffic study might be required at this point if the proposal is not associated with a subdivision and the proposed uses could generate a level

of traffic that would require road improvements or traffic calming measures. Most applications for a change of zone do not have a need for a traffic study.

The subdivision process entails a Preliminary Plat and a Final Plat. The Preliminary Plat shows the intended lot lines, dimensions and easements in the proposed subdivision. The location and size of utility infrastructure and roads; grading and drainage calculations, and so forth, are submitted at this time. This is the point in the process that entails a detailed review of the proposed subdivision in which traffic studies or other impact studies may be required.

The final plat establishes the final layout of the lots. The grading and drainage, utility layout, traffic impacts, and so forth have already been reviewed with the Preliminary Plat. The purpose of a final plat is to legally create the parcels and to dedicate the rights-of-way and any easements. The subdivision agreement establishes the developer's responsibilities for the cost and installation of infrastructure at this point in time.

This property in the RD Leasing proposal is zoned LI, Light Industrial. The uses allowed in the LI district are attached in appendix A.

Background:

This is a request for an amendment to the Morningside Road Redevelopment Area to include the RD Leasing Redevelopment Project

The Morningside Road Redevelopment Area was declared blighted and substandard by the City Council on May 27, 2014. The Redevelopment Plan was approved June 10, 2014.

The commercial and industrial use of the property is consistent with the Comprehensive Plan. The Future Land Use Map was revised by the City Council on May 31, 2016 to designate the area Industrial. The area had previously been designated Residential.

The approved redevelopment plan identified potential redevelopment projects to improve the blighted and substandard conditions including:

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

The purpose of the amendment is to identify the redevelopment project which consists of the development of 16 lots for the construction of commercial and industrial flex buildings, parking lots and ancillary improvements. The proposed buildings will range in size from 3,000 square feet to 10,000 square feet and will be developed in phases over six years.

The tax increment will be used to assist in the cost of public improvements including the installation of utilities, streets, sidewalks, erosion and storm water control, site preparation, site design, site acquisition as provided by State statute.

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

Findings:

The area was declared blighted and substandard in May, 2014.

The industrial uses are consistent with the Comprehensive Plan.

The estimated base valuation of the project area is \$33,000.

The estimated completed project assessed valuation is \$3,992,000

The projected tax increment base is \$3,961,000

The estimated annual tax shift is \$81,000.

An estimated \$700,000 in tax increment financing is necessary to provide for the construction and installation of infrastructure and related eligible expenditures.

The proposed redevelopment projects would not be feasible without tax increment financing.

The proposed redevelopment project is in the best economic interest of the City of Fremont.

Vicinity Map



Future Land Use Map Exerpt



Appendix A

Uses in the LI, Light Industrial Zoning District		
<u>Permitted by Right:</u>	<u>Limited Use:</u>	<u>Conditional Use:</u>
Outdoor Recreation	Adult Establishment	Civic Club/Private Club
Park	Major Automotive Repair	Public Assembly
Agriculture	Minor Automotive Repair	Health Club
Light Industry	Retail Sales	Indoor Commercial Amusement
Energy Conversion System	Service Station	Indoor Recreation
Office	Wholesale Establishment	Outdoor Commercial Amusement
Retail Service	Agricultural Sales & Service	Animal Grooming Facilities
Medium Utility Services	Nursery (Retail & Wholesale)	Atms/Vending Services
Small Utility Services	Equipment Rental, Sales & Service	Auto Sales/Service
	Heavy Industry	Farmer's Market
	Home Improvement	Financial Institution
	Warehouse	Gaming Services
	Transit Station	Laundromat
	Transit Stop	Mail Services
	Transit Terminal	Mixed-Use
	Communication Services	Non-transient Lodging Services
		Restaurant
		Small Animal Boarding Facilities
		Small Animal Veterinary Services
		Transient Lodging Services
		Composting Facility
		Extractive Industry
		Recycling Facility
		Self-Storage Facility
		Solid Waste Facility
		Solid Waste Transfer Station
		Storage Yard
		Large Utility Services
		Airport/Heliport
		Helistop
		Railroad Use
		Telecommunication Tower

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

(RD LEASING REDEVELOPMENT PROJECT)

The City of Fremont, Nebraska (“City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of the Redevelopment Plan for the Morningside Road Redevelopment Area in the City of Fremont, as amended (the “Redevelopment Plan”). The Redevelopment Plan was prepared by the City in May of 2014 and was approved by the City Council of the City on July 29, 2014, pursuant to Resolution No. 2014-138. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

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

The purpose of this Plan Amendment is to identify: (a) a specific project within the Redevelopment Area that will cause the removal of blight and substandard conditions on the site located in the City of Fremont, Nebraska, and legally described on the attached and incorporated Exhibit “A” (the “Project Site”); and (b) the phased implementation of the overall project.

The Project Site

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

The Project Site is currently vacant and underdeveloped. The Project Site requires significant upfront costs, including site preparation and installation of streets and utilities, in order to be developed. Due to the additional upfront costs required to eliminate the blighted and substandard conditions from the Project Site, the Project is not feasible without the use of tax increment financing, which will be used to pay for eligible expenditures under the Act. The redevelopment of the Project

Site is anticipated to eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

Description of the Project

RD Leasing, LLC (the “Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the subdivision of the Project Site into 16 lots, and construction of up to 16 commercial and industrial flex buildings, parking lots, and ancillary improvements on the Project Site in a series of up to 6 phases. Implementation of the Project in phases is described in greater detail below. It is anticipated that each phase of the Project will consist of the construction of one or more commercial or industrial flex buildings, ranging in size from approximately 3,000 square feet to approximately 10,000 square feet each. The proposed site plan for the Project is attached hereto as Exhibit “B” (the “Site Plan”). The Site Plan is conceptual in nature and is subject to revision based on changes in community needs, but it presents the vision and intended character for the Project. The Project retains the flexibility to change the size and sequence of the individual phases of the development based on market forces and demand.

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

It is anticipated that the assessed value of the Project Site upon completion of construction on all 16 lots will exceed the valuation required to pay debt service on the tax increment financing indebtedness sum requested by the Redeveloper to pay for the public improvements listed as eligible expenditures under the Act. As a result, if all 16 lots comprising the Project Site are completed prior to the project completion date, which will be set forth in the Redevelopment Agreement, it is anticipated that the tax increment financing indebtedness will be paid in full several years prior to the expiration of the 15-year tax increment financing period for each phase, and the various taxing jurisdictions are likely to receive the ad valorem real estate taxes generated by the Project prior to the expiration of the 15-year tax increment financing period. In the alternative, if fewer than all of the 16 lots comprising the Project Site are completed prior to the project completion date and the assessed value of the completed lots is sufficient to pay debt service on the tax

increment financing indebtedness sum requested by the Redeveloper, the remaining undeveloped lots will not be subject to the division of ad valorem real estate taxes.

The Project is consistent with the Redevelopment Plan for the Morningside Road Redevelopment Area, which encourages development and improvement of infrastructure in the area and incentivizing projects that enhance the economic vitality of the area. Further, the Project is consistent with the Comprehensive Plan of the City of Fremont. The Future Land Use map set forth in the Comprehensive Plan identifies the future land use of the Project as industrial, and the Comprehensive Plan identifies Morningside Road as a potential area for development of a business park.

Implementation of the Project

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

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

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

Statutory Elements

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

Community Development Law.

Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "D" and shall be approved as part of this Plan Amendment. The estimated costs of the Project, the estimated TIF proceeds, and the proposed method of financing the project are set forth in the Cost-Benefit Analysis. If the plan for redevelopment is adjusted or the phasing schedule is modified, the Redeveloper shall include any adjustments to the Cost-Benefit Analysis within any minor modification of the Redevelopment Plan.

Additional Project Information

The Redeveloper has represented that: (i) without the use of TIF, this Project would not be feasible and the Redeveloper would not undertake the Project as designed on the Project Site; and (ii) Redeveloper does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act.

EXHIBIT "A"
Legal Description of the Project Site

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

Lot 3, Morningside Industrial Park, City of Fremont, Dodge
County, Nebraska.

EXHIBIT "B"

Site Plan

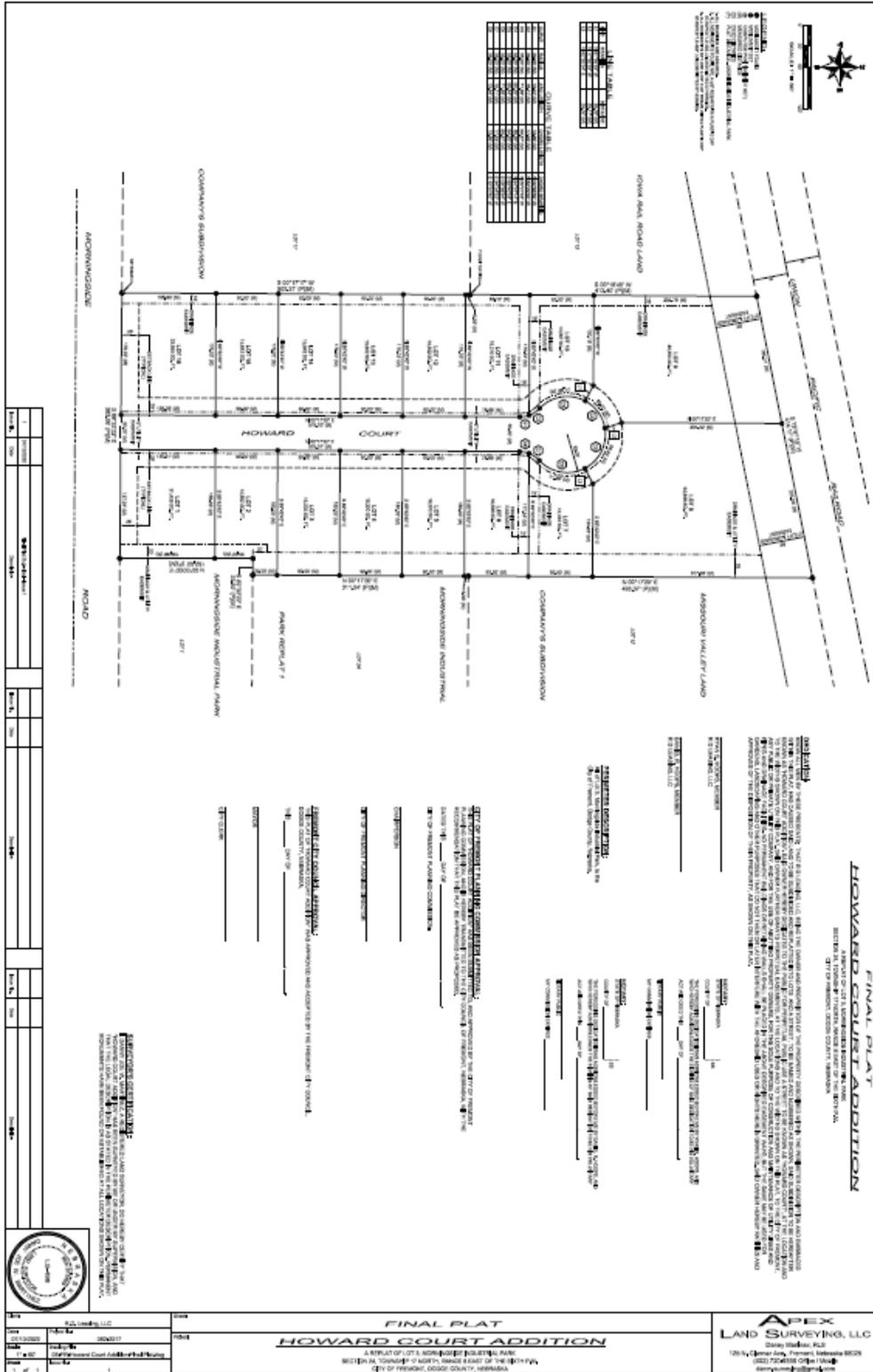


Exhibit "B"

EXHIBIT “C”
Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. The Redeveloper owns or controls the Project Site.

B. Population Density

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

C. Land Coverage

The Project is anticipated to consist of construction of up to 16 commercial or industrial flex buildings on 16 lots. It is anticipated that each lot will be in the range of approximately 13,000 square feet to approximately 40,000 square feet. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Fremont.

D. Traffic Flow, Street Layouts, and Street Grades

The Project Site is located immediately North of Morningside Road. As part of the Project, the Redeveloper will construct a street with a cul de sac extending off of Morningside Road, identified as Howard Court, to provide access to the Project Site. The proximity of the Project Site to Morningside Road, the construction of Howard Court, and the implementation of the Project in phases, are anticipated to eliminate any potential adverse impacts with respect to traffic flow, street layouts, and street grades that might result from the Project.

E. Parking

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

F. Zoning, Building Code, and Ordinances

The Project Site is located in the LI Limited Industrial zoning district. The Project Site will be replatted to subdivide the Project Site into approximately 16 separate parcels. Redeveloper will be responsible for obtaining any zoning, building code, or ordinance changes that are necessary for the Project.

**EXHIBIT “D”
Cost-Benefit Analysis**

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

The RD Leasing Redevelopment Project (the “Project”) will consist of construction of up to 16 commercial or industrial flex buildings on the Project Site in up to 6 phases. The private improvements and the public improvements to be constructed as part of the Project are subject to adjustment based on the needs of the community and other factors. However, for purposes of this cost-benefit analysis, it is assumed that the Project will consist of up to 16 commercial flex buildings ranging in size from approximately 3,000 square feet to approximately 10,000 square feet, as more particularly described on Exhibit “D-1”. The cost-benefit analysis for the Project, which will utilize funds authorized by Neb. Rev. Stat. § 18-2147, can be summarized as follows:

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

a.	Estimated Base Project Area Valuation:	\$31,000
b.	Estimated Completed Project Assessed Valuation:	\$3,992,000
c.	Estimated Tax Increment Base (b. minus a.):	\$3,961,000
d.	Estimated Annual Projected Tax Shift:	\$81,000

Notes:

- 1. The Estimated Annual Projected Tax shift is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The estimated tax levy for this analysis is 2.047225, which is the 2019 Dodge County tax levy, and is subject to change.*
- 2. The Project will be completed in multiple phases, and each phase may have a different effective date for the division of the ad valorem tax. As a result, the Estimated Annual Projected Tax Shift will vary during the Project.*
- 3. The Redeveloper anticipates that upon completion of construction of all lots comprising the Project Site, the assessed valuation of the Project Site will be in the range of \$7,000,000. However, the Estimated Completed Project Assessed Valuation is limited to \$3,992,000 based upon the Redeveloper’s tax increment financing request of \$700,000. This is anticipated to permit the ad valorem real estate taxes to be collected by all of the various taxing jurisdictions on some or all of the lots in the Project Site sooner than the expiration of the tax increment financing period.*

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

a. Public infrastructure improvements and impacts:

The Redeveloper will make significant expenditures for the acquisition, construction and installation of the Project and related and ancillary improvements. It is proposed that approximately \$700,000 of these expenditures will be financed with the proceeds of tax increment financing indebtedness, with the remaining balance to be paid by the Redeveloper. The sources and uses of the TIF indebtedness will be more particularly set forth in the Redevelopment Agreement for this Project, including each phase. It is anticipated that eligible uses of the TIF indebtedness may include the following: site acquisition, site preparation, engineering and design fees, public utility extension and installation, installation of streets and sidewalks, erosion control and stormwater pollution prevention improvements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare. All expenditures financed by tax increment financing indebtedness shall be eligible in accordance with the requirements of the Nebraska Community Development Law. It is not anticipated that the Project will have a material adverse impact on existing public infrastructure. The Project improvements will materially benefit other property in and around the City.

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

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create a long term benefit and substantial increase in property taxes to the City and other local taxing jurisdictions. Since the Project Site was not, until recently, within the corporate limits of the City, the City has not historically relied on tax revenue from the Project Site, and the City would be unlikely to realize additional ad valorem taxes in the near future without the Project because the Project Site and surrounding areas are unlikely to be developed without the street and utility improvements being constructed as part of the Project. Further, it is anticipated that the assessed valuation of the Project will be higher than necessary to pay debt service on the tax increment financing indebtedness issued for the Project, which may allow the various taxing jurisdictions to collect the ad valorem real estate taxes on some or all of the lots prior to the expiration of the 15 year tax increment financing period. The Project should also generate immediate tax growth for the City. It is anticipated that the Project will include a significant amount of personal property that will be installed within the buildings constructed, which will be on the property tax rolls upon its acquisition and installation. Further, the Project will generate sales tax as a result of the buildings constructed.

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

It is anticipated that the Project will have a material positive impact on employers and employees of firms locating or expanding within the boundaries of the redevelopment project, because the Project includes extension and installation of public utilities, as well as street improvements, which will attract additional redevelopers to

the area of the Project. Further, the Project will likely require products and services from firms located within the boundaries of the area of the redevelopment project.

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

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

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

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

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

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

The construction of commercial and industrial flex buildings as part of the Project is anticipated to create full and part time employment opportunities on the Project Site. The Project will facilitate the development of a blighted and substandard area of the City without the incurrence of significant public cost, and will increase property tax revenue in the long-term. There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

6. Cost Benefit Analysis Conclusion:

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

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

_____, Chairman

_____, Secretary

EXHIBIT D-1

PROJECT INFORMATION

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

Lot 3, Morningside Industrial Park, City of Fremont, Dodge County,
Nebraska

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

- (a) **Private Improvements.** The private improvements anticipated to be constructed as part of the Project include up to 16 commercial and industrial flex buildings, parking lots, and associated improvements, which will be constructed in up to 6 phases. It is anticipated that the buildings constructed on the Project Site will range in size from approximately 3,000 square feet to approximately 10,000 square feet. However, the private improvements, including (i) the quantity and type of commercial or industrial buildings, (ii) the size of each of the buildings, and (iii) the schedule for implementation of each phase of the Project, are subject to adjustment, as more fully described in the Redevelopment Plan Amendment.

- (b) **Public Improvements.** Land acquisition, extension of public utilities, site preparation, installation of streets and sidewalks, engineering and design fees, erosion control and stormwater pollution prevention improvements, and other eligible public expenditures under the Act as determined in the Redevelopment Agreement; paid for, in part, by the tax increment generated by the private improvements.

General Redevelopment Plan
for the
Morningside Road Area
May 2014



Prepared by:
Fremont Planning Department

Purpose of the Redevelopment Plan

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

Legal Description of the redevelopment area

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

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

Background

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

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

- Disposal of property, either real or personal
- Acquisition of blighted and substandard areas
- Sale or lease of land for a variety of purposes
- Acquisition of real property to be repaired or rehabilitated

- Demolition of existing buildings, structures, public facilities, and infrastructure as well as the construction of the same as deemed essential to the preparation of sites for uses in accordance with a redevelopment plan

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

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

Outline of the Redevelopment Plan

The area included in redevelopment plan is highlighted in Figure 1, which is on the following page.

Morningside Blight & Substandard Area



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

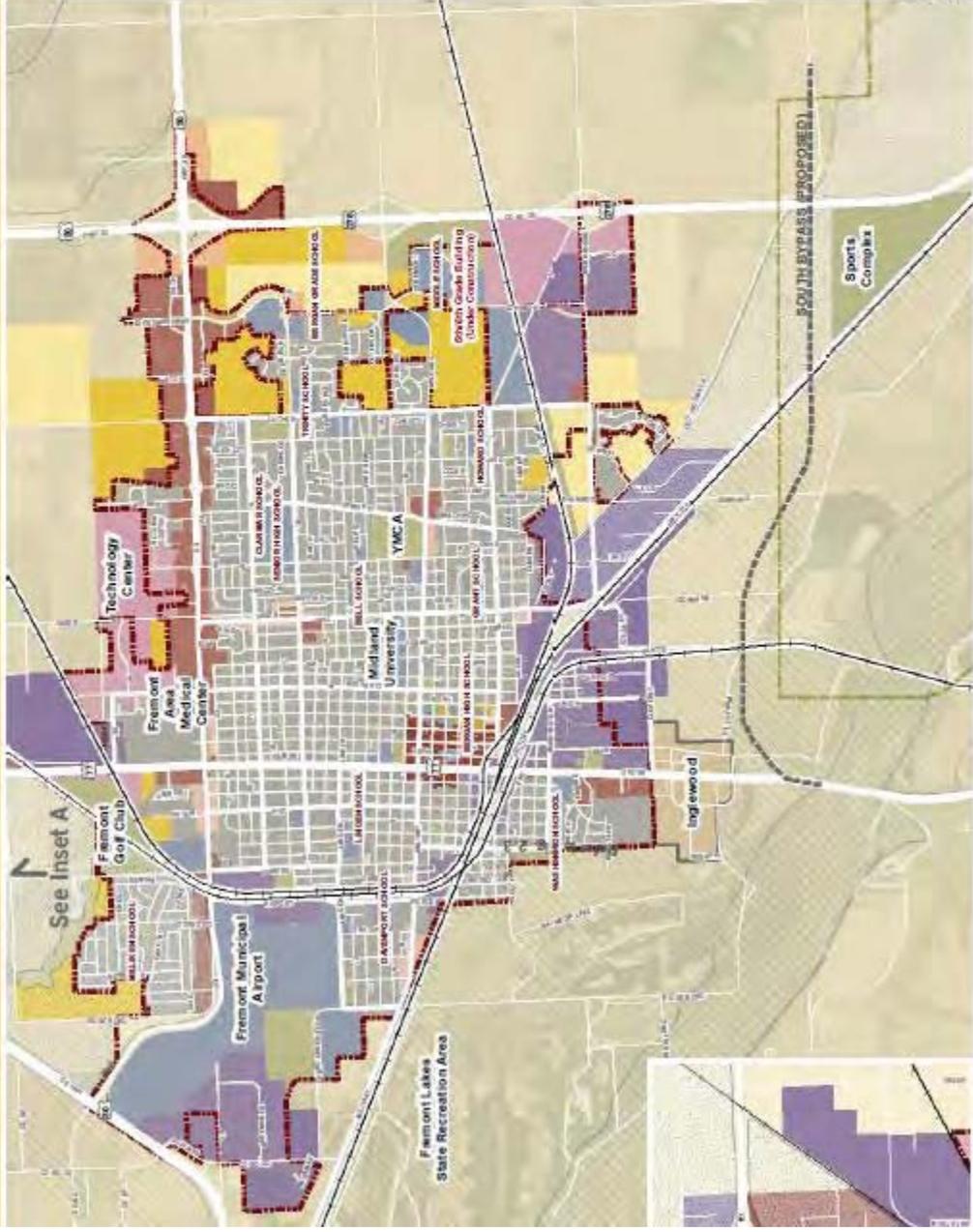
Potential redevelopment projects

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

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

Relationship to the Comprehensive Plan

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



Map Legend

- City Limits
- Inglewood
- Railroad
- Wetland Protection Area
- Floodplain**
 - 100-Year Floodway
 - Zone AE
 - Zone AO-2
- Future Land Use**
 - Rural
 - Neighborhood Conservation
 - Suburban Residential
 - Auto-Urban Residential
 - Urban Residential
 - Suburban Village
 - Business Park (Suburban)
 - Auto-Urban Commercial
 - Downtown (Urban)
 - Auto-Urban Industrial
 - Parks and Open Space
 - Public and Institutional



Zone AE: Areas with a 1% annual chance of flooding
 Zone AO-2: Areas with a 1% or greater annual chance of shallow flooding
 * The boundaries of the floodplain are for representative purposes only. Refer to the Flood Insurance Rate Map (FIRM) for specific information.

**THE CITY COUNCIL OF THE
CITY OF FREMONT, NEBRASKA**

RESOLUTION NO. 2020-146

(Amendment to the Redevelopment Plan for the
RD Leasing Redevelopment Project and Cost-Benefit Analysis)

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

WHEREAS, the City Council of the City of Fremont, Nebraska (“City”) via Resolution No. 2014-138 adopted a plan of redevelopment prepared by the City dated May of 2014 (the “Redevelopment Plan”) for certain portions of the City identified in the Blight and Substandard Study as the Morningside Road Redevelopment Area (the “Redevelopment Area”) pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101, et seq. (the “Act”);

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

WHEREAS, a copy of the proposed Amendment to the Redevelopment Plan for the Morningside Road Redevelopment Area in the City of Fremont, Nebraska (RD Leasing Redevelopment Project) (the “Project”) is attached as Exhibit “A”, and a copy of the Cost-Benefit Analysis for the Project conducted by the CDA is attached thereto as Exhibit “C”;

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

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

WHEREAS, the Planning Commission recommended the approval of the Amendment to the Redevelopment Plan on July 20, 2020;

WHEREAS, on July 28, 2020, a meeting of the City Council of the City of Fremont, Nebraska was held at 7:00 p.m. at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to conduct a public hearing to determine whether the Amendment to the Redevelopment Plan and related Cost-Benefit Analysis should be approved;

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fremont, Nebraska, in accordance with the Act, as follows:

1. The Project Site is in need of redevelopment to remove blight and substandard conditions identified pursuant to Section 18-2109 of the Act.

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

3. The Amendment to the Redevelopment Plan is feasible and is in conformance with the general plan for development of the City of Fremont as a whole, as set forth in the City of Fremont Comprehensive Plan, as amended.

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

BE IT FURTHER RESOLVED, pursuant to the provisions of the Act and in light of the foregoing findings and determinations, the City Council does hereby approve and adopt the Amendment to the Redevelopment Plan and the Cost-Benefit Analysis.

DATED THIS 28th day of July, 2020.

THE CITY OF FREMONT, NEBRASKA

By: _____
Mayor

ATTEST: _____
Clerk

EXHIBIT "A"
Amendment to the Redevelopment Plan

(See Attached)

Exhibit "A"

4821-3077-5235, v. 1

STAFF REPORT

To: Honorable Mayor and City Council
From: Jennifer Dam, Planning Director
Date: July 28, 2020
Subject: Approval of Redevelopment Agreement with RD Leasing

Recommendation: Approval of Resolution 2020-147

Background:

This matter involves the approval of a Redevelopment Agreement proposed for execution by the the City of Fremont ("CDA") and RD Leasing, Inc.

The CDA and the City Council of the City of Fremont will take action on an amendment to the Morningside Road Area Redevelopment Plan for the RD Leasing on July 28, 2020.

The minimum project valuation is \$3,992,000. The total TIF indebtedness authorized is \$700,000. The project will be developed over up to six phases. The TIF indebtedness for the first phase is \$140,000.

The agreement establishes the terms and use of TIF indebtedness.

The agreement specifies the public and private improvements that will be constructed as a result of the project.

Fiscal Impact: N/A

REDEVELOPMENT AGREEMENT
(RD LEASING REDEVELOPMENT PROJECT)

This Redevelopment Agreement is made and entered into as of the ___ day of July, 2020, by and between the Community Development Agency of the City of Fremont, Nebraska (“CDA”) and RD Leasing, LLC, a Nebraska limited liability company (“Redeveloper”).

RECITALS

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

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

C. Redeveloper owns the Project Site which is located in the Redevelopment Area.

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

E. The proposed redevelopment project involves the construction of a commercial and industrial center, consisting of up to 16 commercial and industrial flex buildings, parking lots, and ancillary improvements on the Project Site and in the Redevelopment Area in a series of up to 6 phases.

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

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

A. "Act" means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended, and acts amendatory thereof and supplemental thereto.

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

C. "City" means the City of Fremont, Nebraska.

D. “Effective Date” has the meaning set forth in Section 3.01 of this Redevelopment Agreement.

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

F. “Minimum Project Valuation” has the meaning set forth in Section 4.04 of this Agreement.

G. “Minimum Phase Valuation” has the meaning set forth in Section 4.04 of this Agreement.

H. “Phase” means the construction of the Private Improvements and the Public Improvements on a portion of the Project Site as identified in the Redevelopment Agreement Amendment described below. Each Phase of the Project may have a separate Effective Date for the division of ad valorem taxes, as more particularly described herein.

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

J. “Project” means the improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit “A”. The parties acknowledge and agree that the Project shall be completed in multiple Phases in successive years, as further described herein, and that all Phases shall collectively constitute the Redevelopment Project.

K. “Project Completion Date” has the meaning set forth in Section 4.01(a) of this Redevelopment Agreement.

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

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

N. “Redeveloper” means RD Leasing, LLC, a Nebraska limited liability company or its assignee.

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

P. “Redevelopment Agreement Amendment” means an amendment to this Redevelopment Agreement in the form attached hereto as Exhibit “F” and incorporated herein by this reference, for the purpose of establishing the effective date for the division of ad valorem taxes pursuant to Section 18-2147 of the Act as to each Phase of the Project.

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

R. “Redevelopment Plan” means the Redevelopment Plan prepared by the City and dated May of 2014, and approved by the City Council of the City on July 29, 2014, as amended by that certain Amendment to the Redevelopment Plan for

the Morningside Road Redevelopment Area incorporating the RD Leasing Redevelopment Project approved by the City Council of the City on July 28, 2020.

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

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

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

ARTICLE II
REPRESENTATIONS

Section 2.01 Representations by the CDA.

The CDA makes the following representations and findings:

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

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

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

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

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

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

charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

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

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

(e) Except as otherwise set forth herein, Redeveloper shall not assign this Agreement to any successor or assignee prior to the issuance of a Certificate of Completion without the written approval of the CDA.

ARTICLE III

OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS

Section 3.01 Capture of Tax Increment.

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

completed and included in the assessed valuation of such Phase and such Phase is generating the Tax Increment subject to capture by the CDA (the "TIF Period").

(b) The Private Improvements will be completed in up to six (6) Phases. In order to optimize the Tax Increment generated by the Project, each Phase may have a separate Effective Date for the division of ad valorem taxes. The Effective Date for each Phase shall be directly related to the construction and absorption of the Private Improvements. It is anticipated that construction on one (1) to two (2) lots comprising the Project Site will be completed in each Phase, although the number of lots developed in each Phase may vary based on market demand.

For each Phase, the Redeveloper shall execute and deliver to the CDA a Redevelopment Agreement Amendment in the form attached hereto as Exhibit "F" no later than July 1st in the calendar year of the Effective Date for said Phase, which shall identify: (i) the portion of the Project Site included in the Phase; (ii) the Effective Date for the Phase; (iii) the amount of the TIF Indebtedness to be issued for the Phase; and (iv) the Minimum Phase Valuation calculated using the formula set forth in Section 3.03 of this Redevelopment Agreement. The chairperson of the CDA is authorized to execute each such Redevelopment Agreement Amendment on behalf of the CDA and to take all actions contemplated and required by this Redevelopment Agreement and the Redevelopment Agreement Amendment, including to issue the TIF Note, as hereinafter defined, for each Phase in the amount identified in the Redevelopment Agreement Amendment, provided that the aggregate amount of the TIF Notes does not exceed the maximum amount set forth in Section 3.03 hereof.

Notwithstanding the foregoing, the Effective Date for the final Phase of the Project shall not be after January 1, 2027 without the approval of the CDA. The

CDA shall file with the County Assessor the “Notice to Divide” on or prior to August 1st in the calendar year of the Effective Date for each Phase, which shall identify the legal description of the portion of the Project Site constituting the Phase, the Base Valuation Year for such Phase, and the year in which the tax division becomes effective (the calendar year of the Effective Date) for said Phase.

Section 3.02 Tax Increment.

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

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

Section 3.03 Issuance of TIF Indebtedness.

No sooner than thirty (30) days following the approval and execution of this Agreement, the CDA shall be authorized to incur or issue TIF Indebtedness (the “TIF Notes”) at such times as the Redeveloper requests, in a series of not more than six (6) TIF Notes corresponding to one or more Phases of the Project, which in the aggregate shall not exceed Seven Hundred Thousand and No/100 Dollars (\$700,000.00), as calculated on the attached and incorporated Exhibit “B”, to be issued to the Redeveloper which shall entitle the holder of the TIF Note to receive the semi-annual incremental tax payments generated by the Project. The CDA shall have the authority to issue the TIF Notes in such amounts as the Redeveloper identifies in each Redevelopment Agreement Amendment, provided that the total TIF Indebtedness shall not exceed the maximum amount set forth herein. The amount of the TIF Note for Phase 1 of the Project shall be One Hundred Forty Thousand and No/100 Dollars (\$140,000.00). Each TIF Promissory Note shall include an annual interest rate not to exceed six and one-half percent (6.5%). The TIF Indebtedness shall be issued in a series of TIF Promissory Notes in the form attached hereto as Exhibit “B-1”. The TIF Indebtedness shall be purchased by the Redeveloper or a lender of the Redeveloper. The TIF Indebtedness shall not be a general obligation of the CDA or the City which shall issue such TIF Promissory Notes solely as a conduit.

If the Redeveloper does not acquire and fund the acquisition of the TIF Indebtedness itself, the Redeveloper shall locate a lender or other entity to acquire and fund the acquisition of the TIF Promissory Notes for the TIF Indebtedness. The TIF Indebtedness shall be secured by a pledge or assignment of the Tax Increment or otherwise secured by the Redeveloper as required by the lender. The Redeveloper

acknowledges that, notwithstanding the pledge or assignment of the TIF Notes to Redeveloper's lender, if the Project does not generate sufficient Tax Increment Revenues or the CDA does not receive sufficient Tax Increment Revenues to pay the TIF Notes in full, then the CDA shall, in all events, only be required to pay the net amount received in Tax Increment Revenues from the Project as full payment of the TIF Notes.

Section 3.04 Use of TIF Indebtedness.

The CDA will collect and use the Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the aggregate amount of the TIF Notes that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified by Redeveloper pursuant to Section 4.02 and listed on Exhibit "C". In addition, the CDA shall retain an amount sufficient to pay: (a) its reasonable and necessary cost of issuance, including attorney fees; (b) its Administrative Fee of one percent (1%); and (c) the CDA may designate a sum up to five percent (5%) for the construction of the improvements to the municipal wastewater treatment facilities described herein, all as set forth on Exhibit "C". The Redeveloper shall pay to the CDA the Administrative Fee and the Cost of Issuance upon the issuance of each TIF Promissory Note. The Tax Increment shall be paid pursuant to the terms of the TIF Promissory Notes and/or TIF resolution issued by the CDA relating to this Project.

Section 3.05 Creation of Fund.

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

Section 3.06 Projected TIF Sources and Uses.

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

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit “A” and install all equipment necessary to operate the Public Improvements and the Private Improvements in up to six (6) Phases, and will complete the final Phase of the Project no later than December 31, 2027 (the “Project Completion Date”). Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after substantial completion by Redeveloper of the Public Improvements

and the Private Improvements for a Phase, Redeveloper shall notify the CDA of the completion and request that the CDA issue a Certificate of Completion with respect to said Phase, the form of which is attached as Exhibit “D” and incorporated by this reference. At the Redeveloper’s request and upon receipt of notice from the Redeveloper of completion of a Phase, the CDA shall issue a Certificate of Completion with respect to said Phase. Once issued by the CDA, the Certificate of Completion shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements constituting the Phase, and Redeveloper shall be entitled to record the Certificate of Completion.

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

Section 4.02 Cost Certification.

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

Section 4.03 No Discrimination.

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

Section 4.04 Pay Real Estate Taxes.

(a) Redeveloper intends to create a taxable real property valuation of all developed lots within the Project Site of not less than Three Million Nine Hundred Ninety Two Thousand and No/100 Dollars (\$3,992,000.00) (the “Minimum Project Valuation”) no later than as of January 1 of the calendar year following the Effective

Date of the final Phase of the Project. Further, Redeveloper intends to create a taxable real property valuation of each Phase of not less than the Minimum Phase Valuation applicable to such Phase no later than as of January 1 of the calendar year following the Effective Date of such Phase. The Minimum Phase Valuation for Phase 1 of the Project is Six Hundred Forty Thousand and No/100 Dollars (\$640,000.00). The Minimum Phase Valuation for each subsequent Phase of the Project shall be calculated by applying an assumed completed building value of \$65.00 per square foot and an assumed completed land value of \$4.00 per square foot to the anticipated completed building and land area to be included in said Phase. From and after the issuance of the TIF Note for each Phase and so long as said Note remains outstanding and unpaid, Redeveloper, its successors and assigns, including each builder and/or purchaser or a lot within the Project Site: (1) will not protest a real estate property valuation of any lot in a Phase to a sum less than or equal to the Minimum Phase Valuation designated for said Phase and allocable to said lot using the formula identified in Section 3.03; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes. Each purchaser of a lot within the Project Site shall be subject to this provision so as to agree to not protest any assessed value which is at or below the Minimum Phase Valuation allocable to such purchaser's lot.

(b) If, during the period of this Agreement and after the issuance of a TIF Note for a Phase of the Project, that portion of the Project Site included in said Phase is assessed at less than the Minimum Phase Valuation, the Redeveloper shall make a payment in lieu of taxes to the CDA upon thirty (30) days written notice in the

amount of the shortfall equal to the amount the anticipated Tax Increment for the Phase, as set forth on Exhibit "C", exceeds the actual Tax Increment for the Phase; provided, however, that Redeveloper shall only be obligated to make such payment in lieu of taxes to the extent that the actual Tax Increment generated by the Phase is insufficient to meet the current debt service payments on the TIF Note for the Phase. If Redeveloper is required to pay any such shortfall as a payment in lieu of taxes, the Redeveloper shall be entitled to receive reimbursement of any such shortfall payment (excluding any interest accrual thereon) to the extent TIF Revenues later become available during the TIF Period in an amount in excess of the amount necessary to meet the current debt service payments. Any such shortfall amounts not reimbursed at the end of the TIF Period shall be forgiven. Notwithstanding the foregoing, a failure by the Redeveloper to maintain the Minimum Phase Valuation shall not relieve the CDA of its obligation to make payments on the TIF Promissory Notes to the extent of the Tax Increment actually received by the CDA. The Redeveloper acknowledges and agrees that such TIF Promissory Notes do not constitute a general obligation of the CDA or the City, and are payable solely and only out of the Tax Increment actually generated by each Phase of the Project.

Section 4.05 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site, any interest therein, or this Agreement prior to the issuance of a Certificate of Completion without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be

permitted without consent of the CDA: (a) any conveyance to an affiliate or subsidiary of Redeveloper; (b) any assignment as security for indebtedness (i) previously incurred by Redeveloper or incurred by Redeveloper after the Effective Date for Project costs or any subsequent physical improvements to the Project Site with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the Effective Date) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or (ii) any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the Project Site provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement; or (c) any conveyance of a lot in the Project Site to a non-exempt third party, provided that said non-exempt third party purchaser agrees to assume all obligations of Redeveloper with respect to said lot, including, without limitation, the obligation to construct the Private Improvements and maintain that portion of the Minimum Phase Valuation allocable to said lot based on the formula described in Section 4.04 for determining the Minimum Phase Valuation.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements

and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

Section 5.02 Encumbrances.

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

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of the CDA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be

cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CDA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CDA.

In the event that:

- (a) Redeveloper, or successor in interest, shall fail to commence and subsequently complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of 120 days (not including any period covered pursuant to the terms of Section 6.04 below);
- (b) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CDA made for such payment within thirty (30) days following written notice from the CDA (upon written request to the City, all such notices shall also be provided to Redeveloper's lender);
- (c) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Phase Valuation for each Phase of the

Project for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

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

then Redeveloper shall be in default of this Redevelopment Agreement; and in the event that such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CDA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CDA is not able to capture the full amount of the anticipated Tax Increment necessary to pay debt service on the issued and outstanding TIF Notes, Redeveloper shall be obligated, on a semi-annual basis, to remit the sum by which the anticipated TIF Revenues exceed the actual TIF Revenues.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

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

Section 6.04 Limitation of Liability; Indemnification.

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

(b) Redeveloper agrees to indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of

this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of acts, omissions, or the sole negligence or willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Memorandum.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

Section 7.04 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CDA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CDA and the City, on the one hand, and any officer,

employee, contractor or representative of Redeveloper, on the other hand. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

Section 7.05 Document Retention.

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

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

[Signature and Notary Pages to Follow]

“CDA”

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

ATTEST:

By: _____
Secretary

By: _____
Chairman

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, a public body corporate and politic, on behalf of the Agency.

Notary Public

EXHIBIT "A"

DESCRIPTION OF PROJECT

The Project undertaken by Redeveloper on the Project Site, defined as the real estate legally described as:

Lot 3, Morningside Industrial Park, City of Fremont, Dodge County, Nebraska. The Project Site will be replatted as Lots 1 through 16, Howard Court Addition to the City of Fremont, Nebraska (the "Project Site"),

shall consist of the following:

- (a) **Private Improvements.** The private improvements to be constructed by the Redeveloper on the Project Site include construction of up to sixteen (16) commercial and industrial flex buildings ranging in size from approximately 3,000 square feet to approximately 10,000 square feet each, and associated improvements, which will be completed in up to six (6) Phases. The Redeveloper anticipates completion of construction of one to two buildings in each Phase of the Project, however the number of buildings constructed as part of each Phase will be determined by market demand. The Private Improvements to be constructed in Phase 1 of the Project shall include an approximately 13,000 square foot shop and office facility, including around 3 separate bays, on Lot 8.
- (b) **Public Improvements.** Site acquisition, site preparation and grading, installation of a sanitary sewer, storm sewer, and water main improvements, erosion control and stormwater pollution prevention improvements, construction of streets and sidewalks, engineering and design fees, and other eligible public expenditures under the Act as determined in the Redevelopment Agreement; paid for, in part, by the tax increment generated by the private improvements.

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

EXHIBIT "B"

TIF INDEBTEDNESS

1. **Assumed Base Project Valuation (All Phases):** \$31,000
2. **Required Assessed Value at Completion (All Phases):** \$3,992,000
3. **Assumed Tax Levy:** 2.047225%
4. **Anticipated Aggregate Tax Increment (All Phases):** \$81,000
5. **TIF Indebtedness:**
 - a. **Principal Amount.** The principal amount of the TIF Indebtedness shall be the amount, together with interest accruing thereon at an annual rate not to exceed six and one-half percent (6.5%), which can be amortized by the end of the fifteen (15) year tax increment period of each Phase, solely from the Anticipated Tax Increment available, subject to required debt service coverage, final approved interest rate, required reserve, and cost of issuance. The principal amount of the TIF Indebtedness for all Phases of the Project shall not exceed Seven Hundred Thousand and No/100 Dollars (\$700,000.00), without the consent of the CDA.
 - b. **Payments.** Payments shall be made semi-annually with interest only until real estate taxes are fully collected for the tax year of the Effective Date of each Phase sufficient to fully amortize the TIF Indebtedness on or before the final payment of taxes in the fifteenth (15th) year of the tax increment period for such Phase.
 - c. **Anticipated Maturity Date.** The maturity date shall be December 31 of the year that is fifteen (15) years after the Effective Date for each Phase of the Project.
 - d. **TIF Period.** The tax increment financing period for each Phase of the Project will be fifteen (15) years, commencing on the Effective Date of each Phase of the Project.
 - e. **Phasing.** The Required Assessed Value at Project Completion set forth above represents the estimated aggregate value of all Phases of the Project and the entirety of the Project Site upon completion of all of the Private Improvements. The CDA has authority to issue up to six (6) TIF Promissory Notes corresponding to one or more Phases of the Project, at such times as and in such amounts as requested by the Redeveloper, provided that in aggregate the TIF Notes shall not exceed \$700,000.

EXHIBIT “B-1”

**TIF NOTE
(See Attached)**

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

Registered

Registered

No. 1

\$ _____

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

COMMUNITY REDEVELOPMENT REVENUE NOTE
(RD LEASING REDEVELOPMENT PROJECT)
SERIES _____

Maturity Date	Original Issuance Date
December 31, 20__	_____, 20__

Registered Holder	Principal Amount
RD Leasing, LLC	\$ _____

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

of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

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

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

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

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Fremont, Nebraska, pursuant to a

Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

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

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

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

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

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

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

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

THE COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF FREMONT,
NEBRASKA

ATTEST:

Secretary

By: _____
Chairman

CERTIFICATE OF AUTHENTICATION

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

Fremont City Treasurer,
as Paying Agent and Registrar

By: _____
Authorized Signature

EXHIBIT “C”

PROJECTED TIF SOURCES AND USES

1. PROJECTED TIF SOURCES

Assumptions:	Dodge Co. Tax Levy (2019)	2.047225	
	TIF period (years)	varies ¹	
Property Value Assumptions:		Assessed Value	Estimated Taxes
	Pre-Project	\$31,000	\$635
	Completed Project	\$3,992,000	\$81,725
	Difference	\$3,961,000	\$81,090
TIF Calculations:	Annual TIF Amount	varies	
	TIF Loan Amount	\$700,000	

2. PROJECTED TIF USES²

A. Admin. Fee – 1%	\$7,000
B. Cost of Issuance	\$5,000
C. City Improvements – 5%	\$35,000
D. Sanitary Sewer	\$65,000
E. Storm Sewer	\$50,000
F. Water Main	\$70,000
G. Streets and Sidewalks	\$235,000
H. Site Preparation/Grading	\$50,000
I. SWPPP	\$15,000
J. Engineering/Design Fees	\$50,000
K. Site Acquisition	\$125,000
Total:	\$707,000³

¹ The Project will be completed in up to six (6) Phases and the TIF period will vary based on the construction schedule for each Phase, provided, however, that the TIF period for each Phase shall not exceed fifteen (15) years. Likewise, the annual TIF amount generated by the Project will vary due to the phased implementation of the Project, but it is anticipated that upon completion of all Phases of the Project, the annual TIF amount will be approximately \$81,000.

² All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

³ Eligible TIF Uses are projected to be in excess of \$707,000, but the TIF Revenue Projection is limited to \$700,000 which is the sum generated by the projected incremental revenues based on the projected valuation of the redevelopment project by the Project Completion Date. For purposes of the Cost Certification required by Section 4.02, Redeveloper shall be required to certify costs up to the amount of each TIF Promissory Note issued by the CDA.

EXHIBIT “D”

CERTIFICATE OF COMPLETION

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

Lot(s) ____, Howard Court Addition to the City of Fremont, Dodge County, Nebraska

(“Redeveloper Property”), all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement (RD Leasing Redevelopment Project) by and between the Community Development Agency of the City of Fremont, Nebraska, a municipal corporation in the State of Nebraska, and RD Leasing, LLC, a Nebraska limited liability company, and its successors and assigns (“Redeveloper”), said Agreement dated as of _____, 2020 and a Memorandum of which is recorded as Instrument No. _____, in the office of the Register of Deeds for Dodge County, Nebraska.

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

IN WITNESS WHEREOF, the CDA and Redeveloper have executed this instrument this ____ day of _____, 202__.

“CDA”

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, Chairperson of the Community Development Agency of the City of Fremont, Nebraska, on behalf of the Agency.

Notary Public

After recording return to:
Heather A. Carver
Cline Williams Wright Johnson
& Oldfather, L.L.P.
Sterling Ridge
12910 Pierce Street, Suite 200
Omaha, Nebraska 68144

EXHIBIT “E”

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(RD LEASING REDEVELOPMENT PROJECT)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ____ day of _____, 2020 by and between the Community Development Agency of the City of Fremont, Nebraska (“CDA”) and RD Leasing, LLC, a Nebraska limited liability company (“Redeveloper”).

1. **Redevelopment Agreement.** CDA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the CDA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and legally described on Schedule E-1, attached hereto and incorporated herein by this reference.

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

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

[SIGNATURE PAGES TO FOLLOW]

“CDA”

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

_____, Chairperson

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

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

Notary Public

SCHEDULE E-1

LEGAL DESCRIPTION

Lot 3, Morningside Industrial Park, City of Fremont, Dodge County, Nebraska. The Project Site will be replatted as Lots 1 through 16, Howard Court Addition to the City of Fremont, Nebraska.

Exhibit "F"

Redevelopment Agreement Amendment

AMENDMENT TO REDEVELOPMENT AGREEMENT

Amendment No. ____

This Amendment to Redevelopment Agreement (this "Amendment") is made and entered into as of the ____ day of _____, 20__, by and between the Community Development Agency of the City of Fremont, Nebraska ("CDA"), and RD Leasing, LLC, a Nebraska limited liability company ("Redeveloper").

RECITALS

WHEREAS, CDA and Redeveloper entered into a Redevelopment Agreement dated as of _____, 2020 (the "Agreement") to implement the RD Leasing Redevelopment Project (the "Project");

WHEREAS, Section 3.01 of the Agreement provides for periodic amendments in order to identify: (i) the portion of the Project Site included in the Phase; (ii) the Effective Date for the Phase; (iii) the amount of the TIF Indebtedness to be issued for the Phase; and (iv) the Minimum Phase Valuation.

WHEREAS, the parties desire to amend the Agreement on the terms set forth herein and this Amendment shall constitute a "Redevelopment Agreement Amendment" as defined in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Authority and Redeveloper do hereby agree to amend the Contract as follows:

1. Definitions. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Contract.

2. Amendment – New Phase. This Amendment incorporates a new Phase to the Project entitled [Phase No. ____].

(a) Lots. This new Phase shall include the lots legally described as follows:

[identification of such lot(s) including the legal description of each]

(b) Effective Date. The Effective Date of Phase ____ of the Project shall be January 1, 20__.

(c) Base Value Year. The base value year for such Phase shall be 20___. [The Base Value Year, shall mean the calendar year prior to the Effective Date described in Section 2(b) hereof.] For purposes of the Notice to Divide Tax for Community Redevelopment Project, the Base Value Year shall be the year defined in this Section 2(c).

(d) TIF Indebtedness. The amount of the TIF Indebtedness that shall be issued by the CDA with respect to Phase ___ shall be _____ and No/100 Dollars (\$_____.00). The chairperson of the CDA is authorized to issue the TIF Note in said amount, provided that the aggregate amount of the TIF Notes issued or to be issued pursuant to this Amendment does not exceed Seven Hundred Thousand and No/100 Dollars (\$700,000.00).

(e) Minimum Phase Valuation. The Minimum Phase Valuation for Phase _____ of the Redevelopment Project, calculated applying the formula set forth in Section 3.03 of the Redevelopment Agreement, is _____ and No/100 Dollars (\$_____.00).

3. Requirement to File Notice to Divide Tax for Community Redevelopment Project. The CDA shall execute and file with the Dodge County Assessor and Treasurer a signed original of Schedule F-1, attached hereto, being the Notice to Divide Tax for Community Redevelopment Project, prior to August 1, 20___. [This date shall be the August 1 following the Effective Date described in Section 2(b) hereof.]

4. Miscellaneous Provisions.

(a) Effectiveness. This Amendment shall become effective when and only when counterparts of this Amendment have been duly executed by both the CDA and Redeveloper.

(b) Ratification of Contract. Except as amended by this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects. Each party acknowledges and agrees to all terms of the Agreement, as the same are amended by this Amendment, and makes and restates each representation and warranty set forth therein as if made on the date of this Amendment.

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

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
FREMONT, NEBRASKA

ATTEST:

Secretary

By: _____
Chairman

RD LEASING, LLC,
a Nebraska limited liability company

By: _____
Manager

STATE OF NEBRASKA)
) SS
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ 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 _____, 20__, by _____ of RD Leasing, LLC, on behalf of the limited liability company.

Notary Public

Schedule F-1

Notice to Divide Tax for Redevelopment Project

[TO BE ATTACHED]

4847-7034-2595, v. 2

**CITY COUNCIL OF THE CITY OF FREMONT,
NEBRASKA**

RESOLUTION NO. 2020-147

(Redevelopment Agreement for the RD Leasing Redevelopment Project)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT,
NEBRASKA APPROVING THE REDEVELOPMENT AGREEMENT FOR THE RD
LEASING REDEVELOPMENT PROJECT AND AUTHORIZING THE COMMUNITY
DEVELOPMENT AGENCY OF THE CITY OF FREMONT TO ENTER INTO SAID AGREEMENT
AND ISSUE TAX INCREMENT FINANCING INDEBTEDNESS FOR THE
REDEVELOPMENT PROJECT.**

WHEREAS, the City Council of the City of Fremont, Nebraska on July 28, 2020 approved and adopted an Amendment to the Redevelopment Plan for a certain redevelopment area located in the City of Fremont, Nebraska and identified as the Morningside Road Redevelopment Area (the “Redevelopment Area”) and a Cost-Benefit Analysis for the RD Leasing Redevelopment Project (the “Project”) pursuant to the Nebraska Community Development Law codified at Neb. Rev. Stat. §§ 18-2101 et seq. (the “Act”).

WHEREAS, on July 28, 2020, the Community Development Agency of the City of Fremont (the “CDA”) approved the Redevelopment Agreement for the Project between the CDA and RD Leasing, LLC (the “Redevelopment Agreement”), a copy of which is attached as Attachment “A” and incorporated herein by this reference.

WHEREAS, the Project will utilize tax increment financing pursuant to Neb. Rev. Stat. § 18-2147.

WHEREAS, on July 28, 2020, a meeting of the City Council was held at the Fremont City Council Chambers, 400 East Military Road, in Fremont, Nebraska in order to determine whether the Redevelopment Agreement should be approved.

WHEREAS, the City Council has reviewed the Redevelopment Agreement and has found it to be in conformity with the Act and the general plan for development of the City of Fremont, and in the best interests of the City of Fremont.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fremont, Nebraska that the Redevelopment Agreement is hereby approved.

BE IT FURTHER RESOLVED, that the CDA of the City of Fremont is hereby authorized to negotiate the terms and conditions of the Redevelopment Agreement, and to execute and deliver the Redevelopment Agreement with such changes, modifications, additions and deletions therein as the CDA and its legal counsel shall deem necessary, desirable or appropriate.

BE IT FURTHER RESOLVED, that the CDA of the City of Fremont is hereby authorized to take all actions contemplated by the Redevelopment Agreement including, without limitation, to issue indebtedness following the lapse of thirty (30) days after the approval of the Redevelopment Agreement, in a series of TIF Promissory Notes in an amount not to exceed Seven Hundred Thousand and No/100

dollars (\$700,000.00) in the aggregate, in the form of the TIF Note attached to the Redevelopment Agreement. Such TIF Indebtedness shall be repaid solely from the Tax Increment created by the Project and shall not represent the general obligation of the CDA nor the City of Fremont.

BE IT FURTHER RESOLVED, that all Resolutions or parts thereof in conflict with the provisions of this Resolution or to the extent of such conflicts, are hereby repealed.

DATED THIS 28th DAY OF JULY, 2020.

THE CITY OF FREMONT, NEBRASKA

By: _____
Scott Getzschman, Mayor

ATTEST: _____
Tyler Ficken, City Clerk

ATTACHMENT "A"
Redevelopment Agreement

[See Attached]

Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: July 28, 2020
SUBJECT: Request for Change of Zone from R, Rural to GC, General Commercial

Recommendation: Hold First Reading of Ordinance No. 5540

Background:

David C. Mitchell has requested a Change of Zone from R, Rural to GC, General Commercial on property generally located at the northwest intersection of Highway 77/275 and W. County Road S.

The area is currently in agricultural use.

The property to the south, west, northwest, north and east is agricultural.

The property to the southeast is developed with light industrial uses including truck sales and tire sales. The area south of the interchange is developed with highway commercial and light industrial uses.

The property is proposed to be used for a dealership.

The property is outside of the Fremont City Limits, but inside the Extraterritorial Jurisdiction.

The property will contain a private well and septic system.

The area is in a Zone AO-2 flood plain. A flood plain development permit will be required.

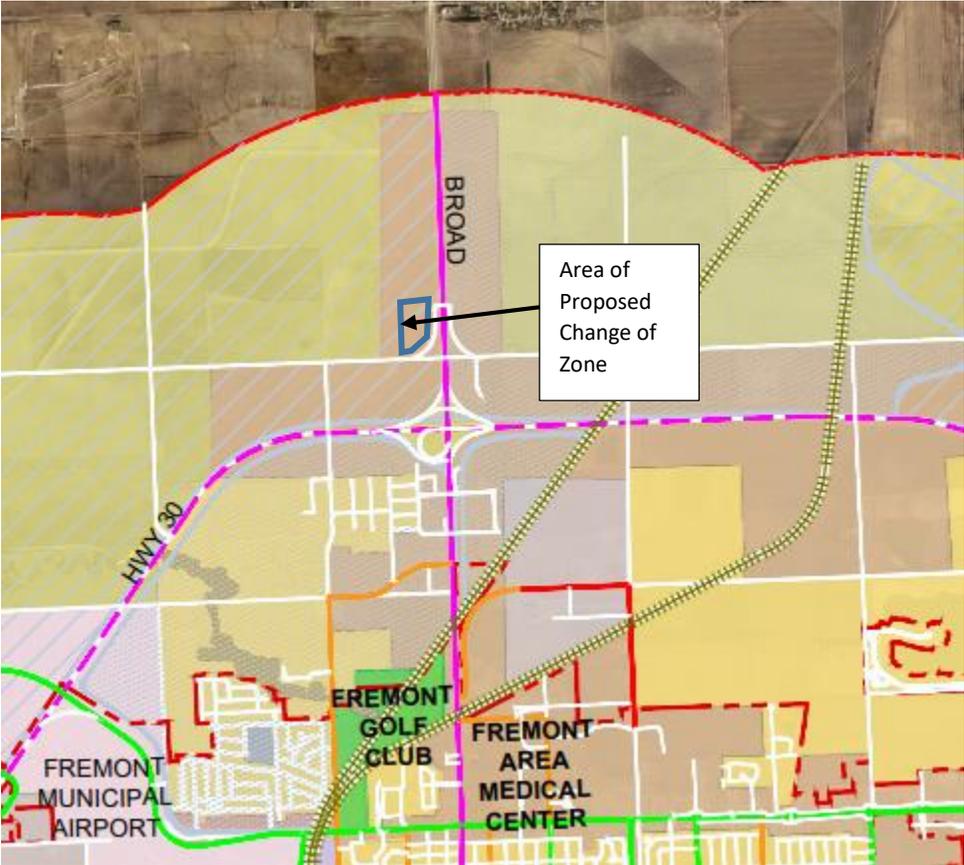
The Future Land Use Map from the Comprehensive Plan designates this area for future Commercial uses.

Commercial uses are appropriate for the area that is adjacent to the Highway 77-30-275 interchange.

Vicinity Map:



Comprehensive Plan Designation:



TO THE OFFICE OF COUNTY SURVEYOR
DODGE COUNTY

- LEGEND**
- A ACTUAL DISTANCE
 - R RECORDED DISTANCE
 - P PLATTED DISTANCE
 - D DEEDED DISTANCE
 - O CALCULATED DISTANCE
 - C CHORD BEARING
 - SET 3/4" X 2 1/4" REBAR W/5-503 CAP
 - SECTION LINE
 - - - NO INGRESS OR EGRESS LINE
 - ~~~~~ MEASUREMENT LINE
- PREVIOUS SURVEY REFERENCE
- H HWS 1987
 - C COEN 1998
 - S SEDSCHLAG 2008
 - W WESSEL 2016
 - D DODD 1998, 2008

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 35, TOWNSHIP 18 NORTH, RANGE 8 EAST OF THE 8TH P.M., DODGE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE SOUTHWEST CORNER OF SAID SECTION:

THENCE N87°43'31"E ALONG THE SOUTH LINE OF SAID SW 1/4 A DISTANCE OF 483.80 FEET;

THENCE N00°00'54"W A DISTANCE OF 35.72 FEET TO A POINT ON THE NEBRASKA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY CENTERLINE OF HWY 275, REGISTERED IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE, ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING N00°00'54"W A DISTANCE OF 1232.33 FEET;

THENCE N87°43'31"E A DISTANCE OF 619.82 FEET TO A POINT ON SAID NEBRASKA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY CENTERLINE OF HWY 275, REGISTERED IN THE DODGE COUNTY REGISTER OF DEEDS OFFICE, ALSO BEING THE POINT OF BEGINNING;

THENCE S02°15'38"E ALONG SAID NEBRASKA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY A DISTANCE OF 503.30 FEET;

THENCE CONTINUING ALONG SAID NEBRASKA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY ALONG A CHORD BEARING S40°16'26"W, HAVING A CHORD BEARING S40°16'26"W, AND A CHORD LENGTH OF 988.28 FEET TO THE POINT OF BEGINNING, CONTAINING 15.62 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS PLAT MAP SURVEY OR RECORD WAS MADE IN ACCORDANCE WITH THE NEBRASKA SURVEYING AND PLATTING ACT AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

STEPHEN W. DODD, LS-503



Dodd Engineers & Surveyors

Stephen W. Dodd
432 E. Military Ave., P.O. Box 100
Pawnee, NE 68354
email: Steve@doddengineers.com



SW COR SEC. 36--T18N--R8E
FOUND 5/8" CAPPED IRON ROD
31.22' N TO 5/8" CAPPED IRON ROD
31.60R(C-1988), 31.27R(W-2016)
40.03' N TO 5/8" CAPPED IRON ROD
67.53' NW TO NAIL & DISK ON POWER POLE
67.85R(C-1988), 87.55R(W-2016)
164.80' ENE TO NAIL & DISK ON POWER POLE
165.05R(C-1988), 164.80' W/S-517 CAP
48.40R(S-2006), 48.19R(W-2016)
52.94' SSE TO "X" NAILS IN TOP OF GUARD POST
53.49R(S-2006), 53.07R(W-2016)

N87°43'31"E 2641.08'
P841.13R(D-2008)
2641.23R(QWS-1987)

SOUTH 1/4 COR SEC. 36--T18N--R8E
FOUND 5/8" SQUARE ROD
31.22' NNE TO NAIL IN TO OF CORNER RANGE POST
48.40' SSW RUNNING EAST--WEST
53.64' SE TO NW COR OF E CONC. HDWL. TWM 48"
CHP RUNNING EAST--WEST

ORDINANCE NO. 5540

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, AMENDING ORDINANCE NO. 5427 AS IT PERTAINS TO THE ZONING MAP, TO REZONE THE PROPERTY GENERALLY DESCRIBED AS A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 18 NORTH, RANGE 8 EAST, FREMONT, NEBRASKA, FROM R RURAL TO GC GENERAL COMMERCIAL, PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a request for Zoning Change from R, Rural to GC, General Commercial was filed with the offices of the Department of Planning, City of Fremont (City) on property generally located at Highway 77/275 and W. County Road S; and

WHEREAS, a public hearing on the proposed Zoning Change was held by the Planning Commission on July 20, 2020, and subsequently by the City Council on July 28, 2020; and

WHEREAS, the City has determined that such proceedings were in compliance with the Blueprint for Tomorrow; Fremont Nebraska Comprehensive Plan; and

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

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

SECTION I. ZONING. That paragraph “b” of Article 406 of Ordinance No. 5427 as it pertains to the Official Zoning Map is changed to rezone the following described real estate, from R Rural to GC, General Commercial:

A parcel of land located in the SW1/4SW1/4 of Section 35, Township 18 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, more particularly described as follows: Commencing at the southwest corner of said section; thence N87°43'31" E along the south line of said sw1/4sw1/4 a distance of 483.80 feet; thence N00°00'54"W a distance of 35.72 feet to a point on the Nebraska Department of Transportation Right-of-way as recorded in Book 227, page 993 in the Dodge County Register of Deeds Office, also being the point of beginning; thence continuing N00° 00'54"W a distance of 1232.33 feet; thence N87°43'31" a distance of 619.82 feet to a point on said Nebraska Department of Transportation right-of-way; thence S02°15'38"E along said Nebraska Department of Transportation right-of-way a distance of 503.30 feet; thence

continuing along said Nebraska Department of Transportation Right-of-way along a 730.94 foot radius curve to the right an arc length of 1085.25 feet, through a central angle of 85°04'07", having a chord bearing S40°16'26"W, and a chord length of 988.28 feet to the point of beginning; containing 15.62 acres, more or less.

SECTION 2. REPEALER. That part of the official zoning map referred to in Paragraph "b" of Article 406 of Ordinance No. 5427 or any other section of said ordinance in conflict with this ordinance is hereby repealed.

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

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

PASSED AND APPROVED THIS 25th DAY OF AUGUST, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk



CITY OF
FREMONT
NEBRASKA

COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING MINUTES
July 14, 2020 - 7:00 PM
City Council Chambers 400 East Military, Fremont NE

COMMUNITY DEVELOPMENT AGENCY AGENDA

7:00 PM

MEETING CALLED TO ORDER. After the Pledge of Allegiance, Mayor Getzschman called the Community Development Agency to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

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

1. Resolution 2020-009 to forward a proposed redevelopment plan to the Planning Commission for purposes of its review, public hearing and recommendation regarding said plan's conformity with the Comprehensive Plan. Motion made by Legband, Seconded by Jacobus to approve Resolution 2020-009. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

ADJOURNMENT. Motion made by Jacobus, Seconded by Kuhns to adjourn; time: 7:22 PM. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

CITY COUNCIL REGULAR MEETING AGENDA

7:00 PM – Following the preceding Meeting

MEETING CALLED TO ORDER. Mayor Getzschman called the City Council to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

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

MAYOR COMMENTS

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

1. Motion to adopt current agenda for the July 14, 2020 Regular Meeting. Motion made by Jensen, Seconded by Legband to adopt current agenda for the July 14, 2020 Regular Meeting with item #13 removed. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried

2. Executive session for the purpose of discussing potential litigation, personnel matters and with respect to Workers Compensation Litigation. Executive Session with respect to discussing potential litigation, personnel matters and with respect to Workers Compensation Litigation. Moved by Council Member Jensen, seconded by Council Member Legband to go into executive session to discuss potential litigation, personnel matters and with respect to Workers Compensation Litigation and for the further reason that the executive session is necessary for the protection of the public interest and asked for discussion. The Mayor stated that the pending motion was to go into executive session to discuss potential litigation, personnel matters and with respect to Workers Compensation Litigation and for the further reason that the executive session is necessary for the protection of the public interest. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. The Mayor stated that the pending motion to go into executive session to discuss potential litigation, personnel matters and with respect to Workers Compensation Litigation and for the further reason that the executive session is necessary for the protection of the public interest had been approved. Discussion will be limited to real estate purchase and with respect to Workers Compensation Litigation. No official actions or votes will be taken during the executive session. Motion carried. Time in: 7:29 p.m. Moved by Council Member Jensen, seconded by Council Member Legband to come out of executive session where no official actions or votes were taken. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Time out 8:10 p.m.

CONSENT AGENDA: All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately. Motion by Jacobus, seconded by Legband to approve consent agenda items 3-6 and 11. Voting Yea: McClain, Ellis, Kuhns, Bechtel, Yerger, Jensen, Jacobus, Legband. Motion carried.

3. Motion to approve July 1, 2020 through July 14, 2020 claims and authorize checks to be drawn on the proper accounts

4. Receive Report of the Treasury

5. Dispense with and approve June 30, 2020 City Council Meeting Minutes

6. Motion to approve Cement/Asphalt/Excavate license application

7. Resolution 2020-137 approving Aerial Applicator Agreement with GFG Spray Services. Motion made by Legband, Seconded by Jacobus to approve Resolution 2020-137. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

8. Resolution 2020-138 approving request of Fremont Rotary Club to use the Fremont Municipal Airport for a Fly-in Breakfast on August 30, 2020 from 7:00 a.m. to 2:00 p.m. Motion made by Kuhns, Seconded by Legband to approve Resolution 2020-138. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

9. Motion to approve the recommendation of the Mayor to appoint Lori Lathrop to the Board of Adjustment for a term ending September 2023. Motion made by Legband, Seconded by Kuhns to approve the recommendation of the Mayor to appoint Lori Lathrop to the Board of Adjustment for a term ending September 2023. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
10. Resolution 2020-139 authorizing execution of Agreement Number ZL2002 with the Nebraska Department of Transportation (State) for the placement of Emergency Vehicle Preemption Equipment at the intersection of Highway 77 and Cloverly Road. Motion made by Legband, seconded by Jacobus to approve Resolution 2020-139. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
11. Resolution 2020-140 authorizing staff to sign the Investment Grade Audit Contract with Navitas, LLC, for the Senior Center and Christensen Field Main Arena
12. Resolution 2020-141 authorizing staff to sign the Investment Grade Audit Contract with Navitas, LLC, for the Administration Building. Motion made by Yerger, Seconded by Legband to approve Resolution 2020-141 with Christensen Main Arena and Senior Center removed from Exhibit A of the agreement. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
13. Motion to approve request to waive rental fees for use of facilities for Prom and Post Prom event. Item removed.
14. Motion to approve and place the June 16th, 2020 Traffic Committee Report into the record Motion made by Jensen, seconded by McClain to approve and place the June 16th, 2020 Traffic Committee Report into the record. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
15. Motion to authorize City Clerk to sign SDL Local Recommendation and release Special Designated License. Motion made by Jacobus, Seconded by Legband to authorize City Clerk to sign SDL Local Recommendation and release Special Designated License. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Kuhns, Jacobus Voting Abstaining: Bechtel. Motion carried.

UNFINISHED BUSINESS: Requires individual associated action

16. Ordinance 5534 to revise Municipal Code Section 3-103: Municipal Water System; application for service; meter and service requirements generally; prorating monthly water bill (final reading). Motion made by Yerger, Seconded by Legband to hold final reading. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City clerk provided final reading. Mayor Getzschman called for a final vote on the Ordinance. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Ordinance 5534 is approved.
17. Ordinance 5535 to revise Municipal Code Section 3-231: Building sewer installation; single premise (final reading). Motion made by Jensen, Seconded by McClain to hold final reading of the Ordinance. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided final reading of the Ordinance. Mayor Getzschman called for a final vote on the Ordinance. Voting Yea: Yerger, Ellis, McClain,

Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. Ordinance 5535 is approved.

18. Ordinance 5536 to annex Lot 3 Morningside Industrial Park, generally located on the northeast corner of Morningside and Howard Streets (second reading). Motion made by Legband, Seconded by Jensen to hold second reading of the Ordinance. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided second reading of the Ordinance.

NEW BUSINESS: Requires individual associated action

19. Resolution 2020-142 adopting the Lower Platte North Natural Resources District Multi-Jurisdictional Hazard Mitigation Plan Update. Motion made by Jacobus, Seconded by Legband to approve Resolution 2020-142. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
20. Motion authorizing the Mayor to sign the Memorandum of Understanding with the IBEW Local 1536 regarding holiday pay for shift workers. Motion made by Yerger, Seconded by Kuhns to authorize the Mayor to sign the Memorandum of Understanding with the IBEW Local 1536 regarding holiday pay for shift workers. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
21. Resolution 2020-143 awarding the bid to Midwest Mechanical for the Fremont, Farmland, Railroad Levee Tree Removal Project. Motion made by Yerger, Seconded by Kuhns to approve Resolution 2020-143. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
22. Motion to approve an Interlocal Agreement with Dodge County and Lower Platte North Natural Resources District to share costs for the repairs to the Rod & Gun Club breach Motion made by Jacobus, Seconded by Kuhns to approve an Interlocal Agreement with Dodge County and Lower Platte North Natural Resources District to share costs for the repairs to the Rod & Gun Club breach. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
23. Motion to approve an Interlocal Agreement with Dodge County and approve Payment Agreements with WholeStone Farms and Fremont Beef, and authorize the Mayor to sign the agreements. Motion made by Jacobus, seconded by Jensen to approve an Interlocal Agreement with Dodge County and approve Payment Agreements with WholeStone Farms and Fremont Beef, and authorize the Mayor to sign the agreements with minor typographical corrections. Voting Yea: Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Voting Nay: Yerger. Motion carried.
24. Resolution 2020-144 awarding the contract to Graybar Electric Company Inc. for Purchase of Substation Transformers. Motion made by Legband, seconded by Jensen to approve Resolution 2020-144. Voting Yea: Yerger, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Voting Nay: Ellis. Motion carried.
25. Ordinance 5537 authorizing the issuance of General Obligation Auditorium Bonds Series 2020, not to exceed \$2,000,000 (first reading, request to suspend second and third readings). Motion made by Jensen, Seconded by Legband to introduce and hold first reading of Ordinance 5537. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel,

Kuhns, Jacobus. Motion carried. City Clerk provided first reading of the Ordinance. Motion made by Jensen, Seconded by Legband to suspend the rules and move to final reading of the Ordinance. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided final reading of the Ordinance. Mayor Getzschman called for a final vote on the Ordinance. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Ordinance 5537 is approved.

26. Ordinance 5538 authorizing the issuance of Highway Allocation Fund Pledge Bonds Series 2020, not to exceed \$7,950,000 (first reading, request to suspend second and third readings). Motion made by Jacobus, Seconded by Legband to introduce and hold first reading of Ordinance 5538. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided first reading of the Ordinance. Motion made by Jensen, Seconded by Legband to suspend the rules and move to final reading of the Ordinance. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided final reading of the Ordinance. Mayor Getzschman called for a final vote on the Ordinance. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Ordinance 5538 is approved.
27. Resolution 2020-135 calling the Combined Utilities Revenue Bonds, Series 2013, dated August 30, 2013 in the outstanding principal amount of \$6,720,000. Motion made by Yerger, Seconded by Legband to approve Resolution 2020-135. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
28. Resolution 2020-136 calling the Combined Utilities Revenue Bonds, Series 2014A, dated June 3, 2014 in the outstanding principal amount of \$1,455,00. Motion made by Yerger, seconded by Jensen to approve Resolution 2020-136. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.
29. Ordinance 5539 authorizing the issuance of Combined Utilities Revenue Refunding Bonds, Series 2020, in the principal amount not to exceed \$8,500,000 (first reading, request to suspend second and third readings). Motion made by Yerger, seconded by Jacobus to introduce and hold first reading of Ordinance 5539. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided first reading of the Ordinance. Motion made by Jensen, seconded by Jacobus to suspend the rules and move to final reading of the Ordinance. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried. City Clerk provided final reading of the Ordinance. Mayor Getzschman called for a final vote on the Ordinance. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Ordinance 5539 is approved.

ADJOURNMENT. Motion made by Jacobus, Seconded by Legband to adjourn; time: 10:45 PM. Voting Yea: Yerger, Ellis, McClain, Jensen, Legband, Bechtel, Kuhns, Jacobus. Motion carried.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA COMMUNITY DEVELOPMENT AGENCY & REGULAR CITY COUNCIL MEETING MINUTES FOR JULY 14, 2020.

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Kim Koski, Director of Parks & Recreation

DATE: July 28, 2020

SUBJECT: Request for use of John C. Fremont Park for Concerts in the Park.

RECOMMENDATION: Approve the request.

Background: Main Street Fremont is requesting use of John C. Fremont Park on Thursday, September 3 and 10, 2020 from 6:30pm – 9:30pm for Concerts in the Park.

All Direct Health Measures and social distancing will be encouraged.

Fiscal Impact: None.



Board of Directors

*Jill Gossett
President*

*Nik Beninato
Vice President*

*Janet Larson
Secretary*

*Sarah Brandt
Treasurer*

Tom Coday

Amy Holman

Kevin Main

Nichole Owsley

Cindy Bojanski

*Michael
McDonough*

Kim Schwarz

*Cortney Schaefer
Executive Director*



July 20, 2020

Fremont City Council
400 E. Military
Fremont, NE 68025

Dear City Council,

On behalf of MainStreet of Fremont, we wish to request the use of the John C. Fremont Park for two Thursday's in the month September. The dates are as follow, September 3 and 10, from 6:30 p.m. to 9:30 p.m. Thank you for your support of MainStreet Fremont and our community wide events!

If you have any questions, please contact me at (402)721-2264.

Sincerely,

Cortney Schaefer
Executive Director
MainStreet of Fremont, Inc.

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Tyler Ficken, City Clerk
DATE: July 28, 2020
SUBJECT: Appointments to Housing Rehabilitation Board

Recommendation: Move to approve the recommendation of the Mayor to reappoint Amber Barton, Ryan Fiala and Katie Carlson to the Housing Rehabilitation Board for terms ending June 2024.

Background: Appointments are for 4 year terms

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Tyler Ficken, City Clerk
DATE: July 28, 2020
SUBJECT: Appointment to Utility and Infrastructure Board

Recommendation: Move to approve the recommendation of the Mayor to appoint Janet Larson to the Utility and Infrastructure Board for a term ending June 2025.

Background: Appointments are for a 5 year term.

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Dave Goedeken, Public Works Director/City Engineer

DATE: July 28, 2020

SUBJECT: Resolution 2020-148 for Sale of City property rights for Hwy 77, Southeast Beltway.

Recommendation: Recommend approval of the Resolution 2020-148.
--

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

Part of Project is the acquisition of Right-of-Way and Easements necessary for the project. The City of Fremont doesn't own the property in question. However, the City owns property rights on this Tract which lies within the limits of the Beltway Project.

The NDOT is required to follow federal law in the acquisition of Right-of-Way, and those requirements are attached in pamphlet form to this agenda item. The property has been appraised, and the Right-of-Way has been established by the NDOT design team. The total amount of compensation is \$100.00.

Approval of the Resolution authorizes the temporary relinquishment of leasehold interest in this Tract, and authorizes the Mayor to sign the Acquisition Documents.

Maps and legal description of the Tract are included with this packet.

This item was considered and approved by the Utilities and Infrastructure Board at their July 14, 2020 meeting by a 5:0 vote.

Fiscal Impact: The appraisal report values the land at \$100.00. The City of Fremont bears no expenses in the transactions.

Tenant's Copy



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

ACQUISITION CONTRACT

Copies to:

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

Project No.: **77-3(1036)**
 Project Name: **Fremont Southeast Beltway**
 Control No.: **22722**
 Tract No.: **19 Revision 2, Interested Party**

THIS CONTRACT, made and entered into this _____ day of _____, 20 _____
 by and between **City of Fremont Farmland, Fremont and Railroad Drainage District**
 Address: **400 E Military Avenue, Fremont, NE 68025-5141**, hereinafter called the INTERESTED PARTY
 and the Nebraska Department of Transportation, hereinafter called the STATE.

INTERESTED PARTY

WITNESSETH: In consideration of the payment or payments as specified below, the INTERESTED PARTY hereby relinquishes to the STATE, all leasehold interest to certain lands and any improvements thereon owned by **NEBCO, Inc. formerly known as Lincoln Sand and Gravel Company**.

The property to which the LESSEE hereby **temporarily** relinquishes interest is described as follows:

A TEMPORARY EASEMENT TO A TRACT OF LAND FOR DRIVEWAY CONSTRUCTION PURPOSES, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26; TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST, THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 998.16 FEET; THENCE, NORTHERLY, DEFLECTING 86 DEGREES, 43 MINUTES, 35 SECONDS, RIGHT, A DISTANCE OF 1,110.36 FEET, TO THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD (ALSO KNOWN AS RIVER ROAD) RIGHT-OF-WAY; THENCE NORTHWESTERLY, DEFLECTING 53 DEGREES, 35 MINUTES, 02 SECONDS, LEFT, ALONG THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 281.25 FEET, TO THE POINT OF BEGINNING; THENCE SOUTHERLY, DEFLECTING 125 DEGREES, 56 MINUTES, 15 SECONDS, LEFT, A DISTANCE OF 203.01 FEET; THENCE WESTERLY, DEFLECTING 92 DEGREES, 59 MINUTES, 07 SECONDS, RIGHT, A DISTANCE OF 37.64 FEET, TO THE EAST LINE OF THE EXISTING BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD RIGHT-OF-WAY, ALSO BEING THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE NORTHERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG THE EAST LINE OF THE EXISTING BNSF RAILROAD RIGHT-OF-WAY AND WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, A DISTANCE OF 220.26 FEET, TO THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY, DEFLECTING 122 DEGREES, 55 MINUTES, 30 SECONDS, RIGHT, ALONG THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 32.25 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.16 ACRES, MORE OR LESS.

Project No.: **77-3(1036)**
 Project Name: **Fremont Southeast Beltway**
 CN: **22722**
 Tract No.: **19 Revision 2, Interested Party**
 Page: **1**

UPON COMPLETION AND ACCEPTANCE OF PROJECT 77-3(1036), ALL RIGHTS, INTEREST AND USE OF THE ABOVE DESCRIBED TEMPORARY EASEMENT AREA(S) SHALL BE RETURNED TO THE GRANTOR(S) AND TO ITS SUCCESSORS AND ASSIGNS WITH THE AFORESAID CHANGES COMPLETED.

It is hereby agreed that possession of the above described premises is the essence of this contract and the STATE may take immediate possession of the premises upon signing of this contract.

It is further agreed that relinquishment of the interest of the INTERESTED PARTY to areas conveyed temporarily shall be during the period of construction and shall cease upon acceptance of the project by the STATE.

Temporary Relinquishment of interest to approx. 0.16ac acres	\$100.00
TOTAL	\$100.00

It is agreed and understood that the STATE is hereby granted an immediate right of entry upon the premises described above.

Any fence constructed, reconstructed or moved by Owner/Interested Party pursuant to this acquisition must be placed outside of the limits of State property. It is expressly agreed that any fence erected along the new property line by Owner/ Interested Party will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

The above payments shall cover all damages caused by the establishment and construction of the above project except for INTERESTED PARTY's share of CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The INTERESTED PARTY agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

This contract shall be binding on both parties from its inception, but, should none of the above real estate be required, this contract shall terminate.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the STATE, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the STATE.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

By _____
Brendon Schmidt - Right of Way Manager

Date _____

RIGHT-OF-WAY ACQUISITION

NEBRASKA DEPARTMENT OF TRANSPORTATION

As our state, cities, and towns grow, changes to the transportation system are needed to support that growth.

Sometimes, as a part of making those improvements, it is necessary to acquire private property.

This process is called right-of-way acquisition and the citizens of the State of Nebraska, through their Legislature, have given the Agency statutory permission to acquire private property for this purpose. It involves a transfer of the property from the owner to the state in exchange for just compensation.

We understand that this can be a difficult and inconvenient process, however, right-of-way acquisition is a necessary event in the normal course of progress. This document serves as a guide to help you understand the process and know your rights.



FOR MORE INFORMATION:
NDOT Right of Way Division
P.O. Box 94759
Lincoln, NE 68509-4759
402-479-4761



NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

THE ACQUISITION PROCESS



IDENTIFY NEED

The Agency determines that there is a need to improve the transportation system, using a combination of long- and short-term planning, data analysis, and stakeholder and public engagement.



PROJECT DEVELOPMENT

Next, the Agency develops a project to address that need. During that process, the Agency sometimes identifies that the acquisition of private property will be required for the project's construction.

ACQUISITION PROCESS TRIGGERED



OFFER

Next, as an owner you will be contacted by a right-of-way agent, who will make a written offer for the property.

Appraisals are made for the mutual benefit of property owners and the Agency. It is the responsibility of the landowner to notify the Agency of any value added matters or any possible loss due to damage that may have been overlooked in the appraisal.

The Agency will provide you a reasonable amount of time to consider the offer and to ask questions.



VALUATION

After the acquisition process has been triggered, the **fair market value** of the subject property is determined.

Real property will be appraised before the initiation of negotiations. Landowners will be given the opportunity to accompany the appraiser during inspection if the acquisition is valued at \$10,000 or more.

The Agency will establish the just compensation that will be offered for your property.



PAYMENT

Once documents are executed and delivered, payment is furnished to you by mail or by electronic transfer. At that time, the Agency takes possession of the property.



RELOCATION ASSISTANCE

If you need to move because your home has been acquired, or if you must relocate your business or farm operation, relocation assistance will be provided.

For more information, please review the Relocation Assistance brochure.

IF AN AGREEMENT CANNOT BE REACHED

If an agreement between the landowner and the Agency cannot be reached, the Agency will begin formal condemnation (eminent domain) proceedings on the property. Condemnation is a means to settle honest disagreements, protecting both you and the Agency during the process. In this action, the County Court appoints three local property owners as a Board of Appraisers. This board examines the arguments on both sides, then issues a formal report of its finding of the property's value. This report sets the condemnation award and once the award is deposited in the courts, the Agency takes possession of the property. If you or the Agency disagree with the Board of Appraisers' award amount, either may appeal to the District Court for further consideration.

Important Notice from the State of Nebraska

The work must go on . . .

Enclosed are documents and information relating to the specified Nebraska Department of Transportation (NDOT) project that impacts property you own or lease.

NDOT wants you to know, during this corona-virus (COVID-19) spread, our work of acquiring property rights for this transportation project must go on. However, we want to assure you that we are taking all necessary health and safety precautions in accordance with state health officials for both you and our agents. We want to be thoughtful about our interactions with you and are willing to take additional steps that will make you feel at ease with our interactions.

At the same time, we recognize that this package of information and documents may seem daunting to you. Under normal circumstances, our agents would meet in-person with you to discuss all of the information, and try to answer the questions you will probably have.

But because these aren't 'normal circumstances,' we want to give you the opportunity to tell us how you want to proceed. To that end, we encourage you to do the following:

Send an email to the agent listed on the attached business card stating how you would like to discuss the information contained in this package. In that email, please indicate which one of the following you would prefer:

- I want to discuss this information over the phone (please be sure to include the phone number you can be reached at and the time of day that's best for you to take a call). The agent will then phone you to set up an appointment to call again on a specific date, at a specific time.

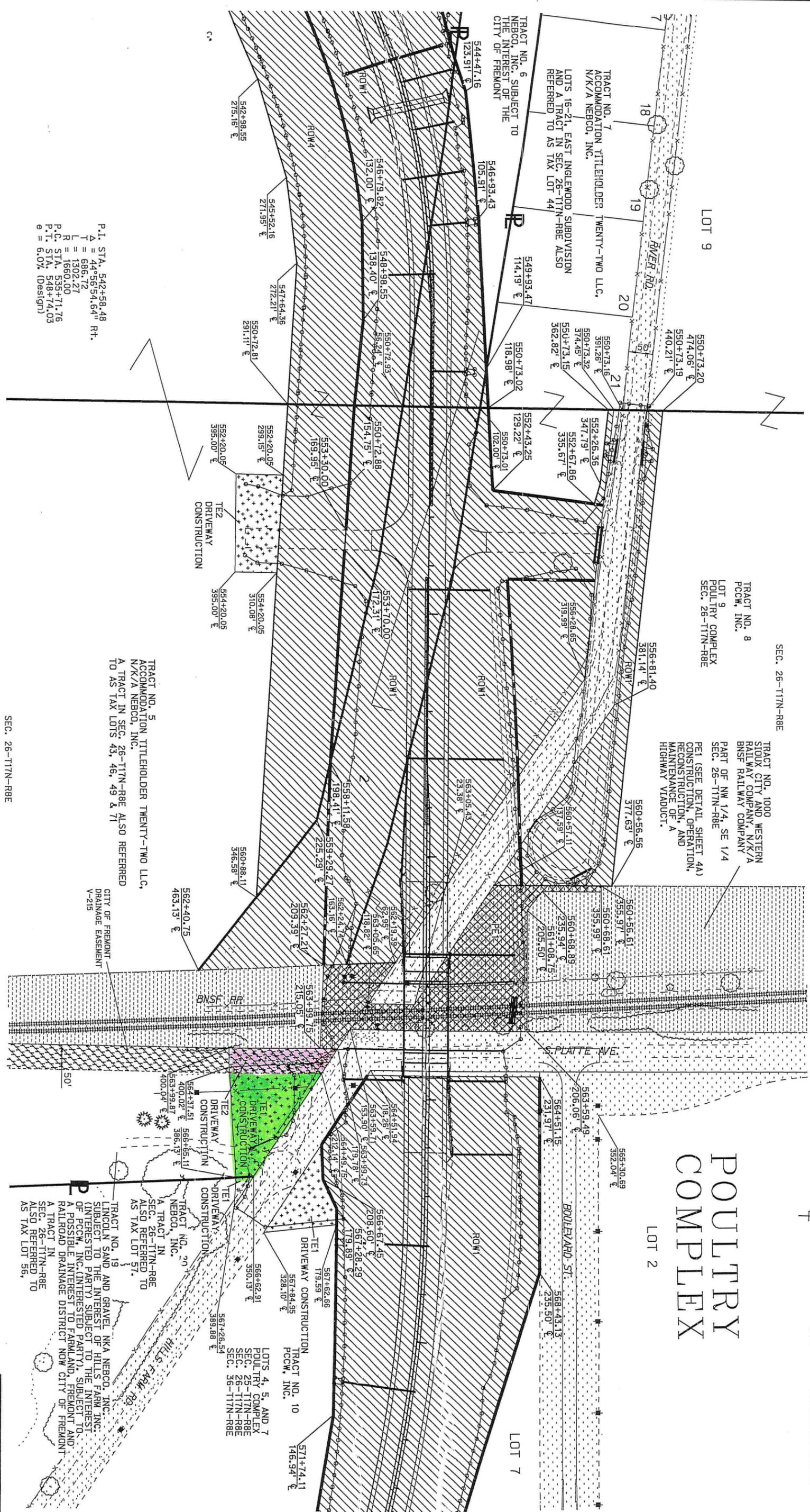
OR . . .

- I would like to meet in person to discuss the information (and again, include the best phone number to call to set up an appointment). If our agent meets with you in person, he/she will take appropriate precautions to make you feel comfortable and at ease, including social distancing and other measures.

If you do not have access to email, please phone the agent and leave a message indicating your preference of the two choices noted above, and your phone number.

Please Note: Some of the documents must be signed in the presence of a Notary Public. The agent listed below is a notary and can witness your signatures, if you visit with them in person. There are also notaries in your local community that you might feel safe working with if you don't meet with the agent.

Thank you for your help with this important work during this challenging time!



P.I. STA. 542+58.48
 $\Delta = 44^{\circ}56'54.64''$ Rt.
 $L = 686.72$
 $T = 1302.27$
 $R = 1660.00$
 P.C. STA. 535+71.76
 P.T. STA. 548+74.03
 $e = 6.07\%$ (Design)

POULTRY COMPLEX

545 550 555 560 565 570

PRELIMINARY PLAN
 NOT FINAL - SUBJECT TO CHANGE

PROJECT NO. 77-3(1036)
 SHEET NO. W3

LOCATION: FREMONT SOUTHEAST BELTWAY
 COUNTY: DODGE
 CONTROL NO. 22722
 DRAWING NO. 4
 FINISHED PROJECT NO.

0 50' 100' 200'
 SCALE

570

REVISIED 6-16-2020
 TRACT 1000
 TRACT 19

THESE PLANS ARE INTENDED TO SHOW DETAILS OF THE HIGHWAY RIGHT OF WAY. ALL OTHER DETAILS ARE SHOWN FOR INFORMATION ONLY. SEE CONSTRUCTION PLANS.

Negotiations Plans
 TENTATIVE FINAL PLANS SUBJECT TO CHANGE.
 DATE: 3 - 06 - 2020

WENTY-TWO LLC,
ALSO REFERRED
71

VSF RR
BMSF RR

S. PLATTE

T. NO. 19

BOULEVARD ST.

LOT 7

N 2.1814 W
1290.08' PLAT
120.09' DRAWING

TRACT NO. 10
PCCW, INC.

N 59.1358 W
1226.88' PLAT
5, AND 7
POULTRY COMPLEX
SEC. 25-T17N-R8E
SEC. 26-T17N-R8E
SEC. 36-T17N-R8E

TRACT NO. 20
NEBCO, INC.
A TRACT IN
SEC. 26-T17N-R8E
ALSO REFERRED TO
AS TAX LOT 57.

HILLS FARM RD.

TRACT NO. 19
LINCOLN SAND AND GRAVEL NKA NEBCO, INC.
SUBJECT TO THE INTEREST OF HILLS FARM INC.
(INTERESTED PARTY) SUBJECT TO THE INTEREST
OF PCCW, INC. (INTERESTED PARTY). SUBJECT TO
A POSSIBLE INTEREST TO FARMLAND, FREMONT AND
RAILROAD DRAINAGE DISTRICT NOW CITY OF FREMONT

Nebraska Department of Transportation
PAYMENT/ALLOCATION VOUCHER

Originating OE:	NIS Number:
350	

Purchase from: City of Fremont / Farmland, Fremont and Railroad Drainage District , Interested Party

DESCRIPTION OF PURCHASE AND/OR COMPENSATION:

Temporary Relinquishment of 0.16ac

\$100.00

Total: \$100.00

Gross proceeds shown above to be allocated as follows:

The TOTAL PURCHASE AMOUNT shown above is to be paid to the persons/entities shown below in the amounts indicated. For IRS purposes, each recipient of funds must provide a completed and signed W-9 form (enclosed).

Name (Please print or type)	Address (Street or PO Box, City, State ZIP)	Allocated Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Seller(s) Certification: I hereby certify that the goods, services or real property interests listed above are proper charges against the State of Nebraska and that payment has not been received or previously claimed. I further certify the allocation of proceeds shown above is correct.

Owners'/Sellers'/Tenants' (Signatures)	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

*Signature of Authorized Department of
 Transportation Official*

Date

Project No.: 77-3(1036)
Project Name: Fremont Southeast Beltway
Control No.: 22722
Tract No.: 19 Revision 2 City of Fremont /
 Farmland, Fremont and Railroad Drainage
 District, interested party

STATE OF NEBRASKA W-9 & ACH ENROLLMENT FORM

PLEASE SUBMIT FORM TO INVOICED AGENCY

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following boxes:

- Individual Sole proprietor C Corporation S Corporation Partnership Trust/Estate
 Non-Profit Entity Government (Local, State or Federal)
 Limited Liability Company. Enter the tax classification (C = C Corporation, S = S Corporation, P = Partnership) _____
 Other (see instructions) _____

Note: Enter the owner's name on line 1 and mark the appropriate federal tax classification box for disregarded entities.

4 Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____

5 Address:

Remit Address (if different):

6 City, state, and ZIP code

City, state, and ZIP code

Taxpayer Identification Number (TIN):

Social Security Number (SSN): _____

OR

Employer Identification Number (EIN): _____

Certification:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding due to failure to report interest and dividend income, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

For additional instructions please refer to <http://www.irs.gov/pub/irs-pdf/fw9.pdf> to obtain a copy of the IRS Form W-9 General Instructions.

Signature of US Person: _____

Date: _____

Printed Name: _____

Contact Phone: _____

Comments or Business/Entity Notes:

ACH Enrollment: (Rev. December 2014) Initial Setup Change Close Account

This information is REQUIRED to process ACH payments. Without this information, your payment may be delayed.

Financial Institution Name:	Nine Digit Routing Number:	Prior Routing Number: *	<input type="checkbox"/> Check here if the bank is outside of the United States.
Address:	Depositor Account Number:	Prior Account Number: *	<input type="checkbox"/> Check here if our payments to you are being forwarded from a U.S. financial institution to a financial institution in another country
City, state and ZIP code:	Type of Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	* Prior ACH instructions are required to be completed if changing/updating your ACH instructions with the State of Nebraska.	

This account will be used for all payments by the State of Nebraska unless specified here: _____

E-mail: _____

(Used for ACH payment notifications.)

Authorized Individual or Entity Signature:	Attachment Required! (Select and attach one of the following items for verification):
Printed Name:	<input type="checkbox"/> Blank check (voided) or <input type="checkbox"/> Photocopy of a cleared check
Title:	<input type="checkbox"/> Letter or statement from your financial institution
Date:	<input type="checkbox"/> Vendor invoice or letter which contains printed ACH instructions

Internal Use Only:

Project Number: _____

Control Number: _____

Tract Number: _____

RESOLUTION 2020-148

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, PERTAINING TO THE TEMPORARY RELINQUISHMENT OF PROPERTY RIGHTS OWNED BY THE CITY OF FREMONT, NEBRASKA TO THE STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION.

WHEREAS The City of Fremont, Nebraska owns certain property rights located in Fremont, Nebraska legally described as:

TRACT 19

A TEMPORARY EASEMENT TO A TRACT OF LAND FOR DRIVEWAY CONSTRUCTION PURPOSES, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, DODGE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 17 NORTH, RANGE 8 EAST, THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 998.16 FEET; THENCE, NORTHERLY, DEFLECTING 86 DEGREES, 43 MINUTES, 35 SECONDS, RIGHT, A DISTANCE OF 1,110.36 FEET, TO THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD (ALSO KNOWN AS RIVER ROAD) RIGHT-OF-WAY; THENCE NORTHWESTERLY, DEFLECTING 53 DEGREES, 35 MINUTES, 02 SECONDS, LEFT, ALONG THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 281.25 FEET, TO THE POINT OF BEGINNING; THENCE SOUTHERLY, DEFLECTING 125 DEGREES, 56 MINUTES, 15 SECONDS, LEFT, A DISTANCE OF 203.01 FEET; THENCE WESTERLY, DEFLECTING 92 DEGREES, 59 MINUTES, 07 SECONDS, RIGHT, A DISTANCE OF 37.64 FEET, TO THE EAST LINE OF THE EXISTING BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD RIGHT-OF-WAY, ALSO BEING THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE NORTHERLY, DEFLECTING 90 DEGREES, 00 MINUTES, 00 SECONDS, RIGHT, ALONG THE EAST LINE OF THE EXISTING BNSF RAILROAD RIGHT-OF-WAY AND WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, A DISTANCE OF 220.26 FEET, TO THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY; THENCE SOUTHEASTERLY, DEFLECTING 122 DEGREES, 55 MINUTES, 30 SECONDS, RIGHT, ALONG THE SOUTH LINE OF THE EXISTING HILLS FARM ROAD RIGHT-OF-WAY, A DISTANCE OF 32.25 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.16 ACRES, MORE OR LESS.

WHEREAS The City Council of the City of Fremont, Nebraska hereby finds and determines that is necessary and desirable to temporarily relinquish property rights on the Property, described within and owned by the City of Fremont, Nebraska to the State of Nebraska, Nebraska Department of Transportation.

WHEREAS The terms upon which the City of Fremont, Nebraska shall sell property rights of the subject real estate to the State of Nebraska, Nebraska Department of Transportation, shall require a purchase price of One Hundred Dollars and Zero Cents, (\$100.00). The

relinquishment of such real estate interests to the State of Nebraska, Nebraska Department of Transportation is subject to the following conditions:

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

NOW THEREFORE BE IT RESOLVED:

That the mayor and city council hereby approve and authorize the temporary relinquishment and conveyance of property rights owned by the City of Fremont, Nebraska to the State of Nebraska, Department of Transportation.

PASSED AND APPROVED THIS 28TH DAY OF JULY, 2020

SCOTT GETZSCHMAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: July 28, 2020

SUBJECT: Special Designated Permit

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

Background: Events will be monitored for compliance with all rules and regulations.

Special Designated License
Local Recommendation (Form 200)
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Burtonian Enterprises LLC d/b/a Tin Lizzy Tavern

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1682 E. 23rd St. Fremont, NE 68025

Retail Liquor License Address or Non-Profit Business Address

CK-88370

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Aug 15, 2020

Event Date(s):

Event Start Time(s):

12pm

Event End Time(s):

12 am

Alternate Date: None

Alternate Location Building & Address: _____

Event Building Name: Tin Lizzy Tavern

Event Street Address/City: 1682 E. 23rd St., Fremont, NE 68025

Indoor area to be licensed in length & width: X

Outdoor area to be licensed in length & width: 400 X 400 (Diagram Form #109 must be attached)

Type of Event: Reception **Estimate # of attendees:** 150

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

Event Contact Name: Lauralee Neubauer, Tonnya Figueroa, Ronda Kasper Thomp _____ **Event Contact Phone Number:** 402-953-7579

Event Contact Email: lauraleeneubauer@aol.com

***Signature Authorized Representative:** *lauralee neubauer* **Printed Name** Lauralee Neubauer

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

***Retail licensee – Must be signed by a member listed on permanent license**

***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

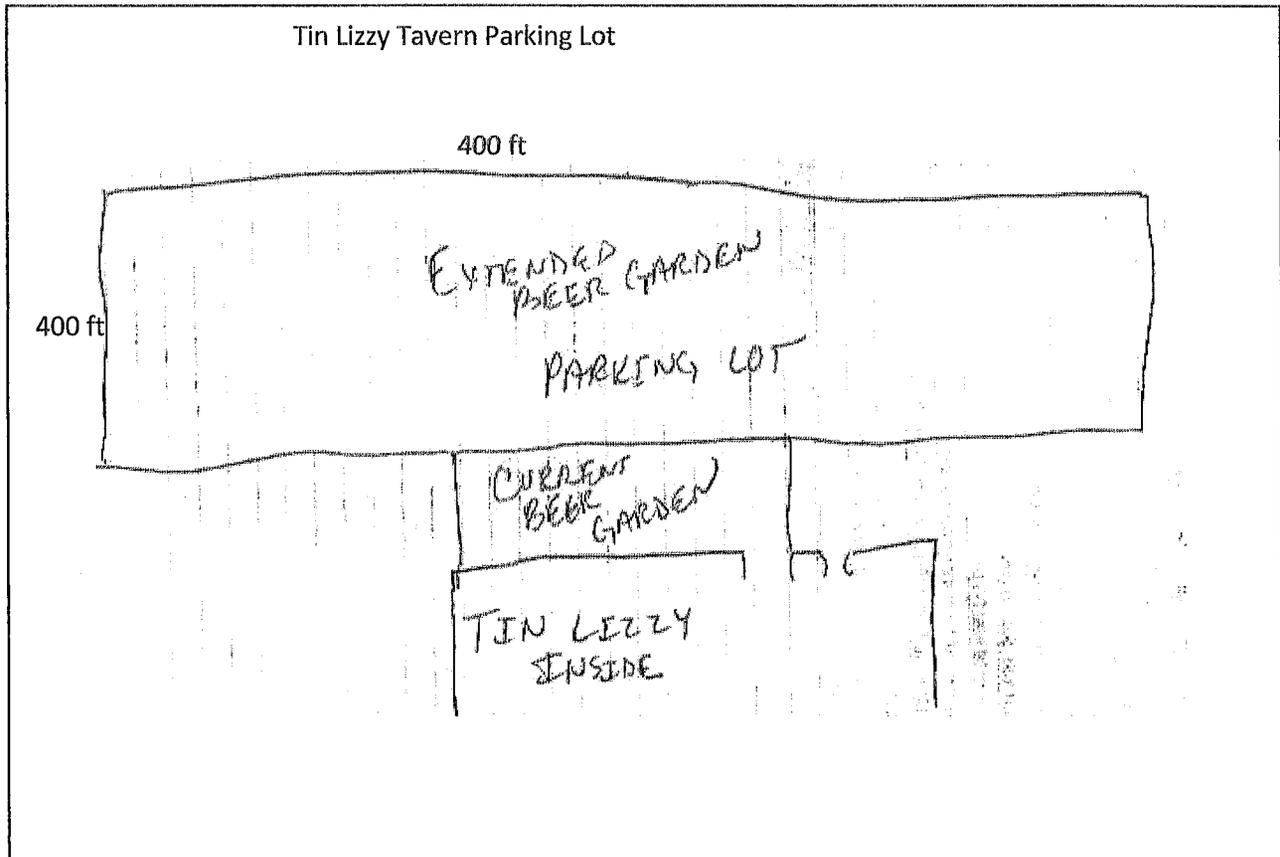
Date

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Snow Fence and Security People

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

DIAGRAM OF PROPOSED AREA:



STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Tyler Ficken, City Clerk
DATE: July 28, 2020
SUBJECT: Appointment to the temporary Animal Control Citizens Advisory Board

Recommendation: Move to approve the recommendation of Councilman Legband to appoint Janet Stewart to the temporary Animal Control Citizens Advisory Board.

Background: Council approved appointments to the Board at the May 5, 2020 meeting, subsequently Councilman's Legband appointment resigned creating a vacant position.

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jeff Elliott, Chief of Police
DATE: July 28, 2020
SUBJECT: Approve Resolution 2020-149 Awarding Bid for Police Cruiser Upfitting

Recommendation: Approve Resolution 2020-xxx to award a bid to Jones Automotive for the upfitting of the new police cruisers.

Background:

On June 26th 2020 the Fremont Police Department posted a Request for Quotes (RFQ) for the upfitting the new police cruisers. The upfitting is considered to be the internal equipment of a police cruiser needed to operate, i.e. lights, sirens, radio, etcetera. The anticipated delivery date for the new police cruisers is September 2020.

The City solicited bids and received two quotes. The bid tab is below.

Company	Location	Price
Jones Automotive	Omaha	\$39,594.74
911 Custom	Council Bluffs	\$36,707.45

The Police Department recommends awarding the bid to Jones Automotive for several reasons, listed below.

- 1) Jones Automotive has performed the upfitting on Fremont Police Cruisers for the past several years and their work has been exceptional.
- 2) Uniformity in equipment installation is key when cruisers are shared.
- 3) Service from Jones Auto has been responsive to the Police Department needs.
- 4) The bid from Custom 911 was incomplete.

Fiscal Impact: \$39,594.74. This is a budgeted item.

Estimate



911 Custom

6970 W 152nd Ter
Overland Park, KS 66223
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
42266	07/01/2020

Bill To:
Fremont PD - NE Fremont PD - NE Sheri McArdle 725 N. Park Ave. Fremont, NE 68025

Ship To:
Fremont PD - NE Fremont PD - NE Sheri McArdle 725 N. Park Ave. Fremont, NE 68025

Notes:

2ND BATTERY NOT NEEDED FOR THIS BUILD

Sales Rep	Payment Terms	Carrier	PO#
Pat	Net 30	UPS	

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	S-BK0534ITU20	PB400 VS Bumper, Full Bumper, Aluminum Ford Interceptor Utility 2020	\$309.81	1.00 ea	\$ 309.81
2	Sale	W-WIONC	NFPA ION LIGHT WHITE	\$77.50	4.00 ea	\$ 310.00
3	Sale	W-IONBKT1	ION LICENSE PLATE BKT HORIZ.	\$20.06	1.00 ea	\$ 20.06
4	Sale	W-P46SLC	PAR-46 SUPER-LED SPOT LT 12V	\$147.50	1.00 ea	\$ 147.50
5	Sale	W-LEGACYDUO54JTA	54" Legacy Duo Lightbar with Traffic Advisor - Red Blue	\$2,249.00	3.00 ea	\$ 6,747.00
6	Sale	W-CCSRNT5	CARBIDE SIREN W/CANPORT & T/A	\$0.00	3.00 ea	\$ 0.00
7	Sale	W-CANCTL7	CANTROL/CARBIDE CTRL 21 &SLIDE	\$0.00	3.00 ea	\$ 0.00
8	Sale	W-CC5K4	CCSRN5 INSTALL KIT 2020 UTILITY	\$0.00	3.00 ea	\$ 0.00
9	Sale	W-SA315P	SA315P SPEAKER	\$0.00	3.00 ea	\$ 0.00
10	Sale	W-SAK1	Heavy-Duty Universal "L" Mounting Bracket - SA315P	\$0.00	3.00 ea	\$ 0.00
11	Sale	W-STPKT105	Police Interceptor Utility / 2020 / 54"-56"	\$0.00	3.00 ea	\$ 0.00
12	Sale	W-CANEM16	CANTROL/CARBIDE WC EXPAND MODU	\$136.88	3.00 ea	\$ 410.64
13	Sale	W-LINSV2R	SURFACE MT LINZ V-SERIES RED	\$144.55	3.00 ea	\$ 433.65
14	Sale	W-LINSV2B	SURFACE MT LINZ V-SERIES BLUE	\$144.55	3.00 ea	\$ 433.65
15	Sale	W-LSVBKT50	LINSV MIRROR MT KIT 20 UTILITY	\$15.34	3.00 ea	\$ 46.02
16	Sale	W-OEWS50	ION O.E. WC SOLO INTERCEPTOR - MUST PURCHASE EXPANSION MODULE SEPERATE	\$601.21	3.00 ea	\$ 1,803.63
17	Sale	W-IONJ	ION LIGHT RED/BLUE	\$77.50	12.00 ea	\$ 930.00
18	Sale	W-IONK1B	SWIVEL MOUNT KIT FOR ION BLK	\$20.06	12.00 ea	\$ 240.72
19	Sale	H-C-VS-1012-INUT	2020 Ford Interceptor Utility Vehicle Specific 22" Console	\$350.52	3.00 ea	\$ 1,051.56
20	Sale	H-C-ARM-102	Side mount armrest	\$51.49	3.00 ea	\$ 154.46
21	Sale	H-CUP2-1001	Self-Adjusting Double Cup Holder	\$43.81	3.00 ea	\$ 131.44

Estimate



911 Custom

6970 W 152nd Ter
 Overland Park, KS 66223
 Phone: 913-390-8540
 Email: sales@911custom.com

Order #	Date
42266	07/01/2020

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
22	Sale	H-C-LP1-PS2-USB	Lighter plug outlet w/1 Switch & 1 USB cut outs	\$72.88	3.00 ea	\$ 218.65
23	Sale	H-C-AP-0325	3" accessory pocket, 2.5" deep	\$34.33	3.00 ea	\$ 102.98
24	Sale	H-C-HDM-204	8.5" Heavy Duty Telescoping Pole, side mount, short handle	\$126.11	3.00 ea	\$ 378.33
25	Sale	H-C-MD-112	Tilt/swivel slide motion adapter	\$234.98	3.00 ea	\$ 704.94
26	Drop Ship	P-P1826UINT20A	Dual Compartments, Pro-Cell, Full Partition (Includes Recessed Panel)	\$2,301.15	3.00 ea	\$ 6,903.45
27	Sale	P-GVPM4713D-H	Vertical Partition Mount Dual Weapon Tri-Lock Gunrack w/Handcuff Key	\$369.15	3.00 ea	\$ 1,107.45
28	Sale	SD-Custom Cabinet Quote	Secure Design Custom Cabinet Quote	\$1,850.00	3.00 ea	\$ 5,550.00
29	Sale	MP-WIREPACK	Wiring Pack for Installations	\$125.00	3.00 ea	\$ 375.00
30	Sale	Labor - Installation	911 Custom - Installation Services	\$2,395.00	3.00 hr	\$ 7,185.00
31	Shipping	Shipping and Handling	Shipping and Handling	\$695.00	1.00 ea	\$ 695.00
32	Sale	SF-PAC200	200 AMP RELAY	\$85.50	3.00 ea	\$ 256.50
33	Sale	SUPPLIES	SHOP SUPPLIES LIGHTED CARLING SWITCH	\$20.00	3.00 ea	\$ 60.00

Subtotal:	\$36,707.45
Sales Tax:	\$0.00
Total:	\$36,707.45
Paid:	\$0.00
Balance Due:	\$36,707.45

Approval: _____ Date: _____

April 30, 2020

Sheri McArdle
Fremont Police Department
725 North Park Avenue
Fremont, NE 68025

Dear Sheri,

Sheri thank you for your inquiry.

Yes, we are still open and operating, just changing some of our locations. Have a nice office in Columbus, Nebraska. We still do upfits, primarily in a couple of our other locations. We simply transport them to where the our upfit artists are located. Our niche is the best in class, extensive Cadillac style of EMS upfits, with some of the best technicians around.

We would like to pass at this time, we are booked solid for the next several months, with existing long-term customers. We understand you need to acquire 3 bids, and frankly we will not be one of the low bids.

If you have any questions or concerns, please feel free to contact us.

Sincerely,

Kathie Hansel | Communication Consultant
Electronic Engineering | 4891 F Street | Omaha, NE 68117
Office (402) 346-5123 | (402) 681-0191
khansel@eEngineering.com
www.eEngineering.com





CITY OF
FREMONT
NEBRASKA

400 East Military Avenue, Fremont, NE 68025-5141

No Response

April 15, 2020

Shaffer Communications, Inc.
2333 N. 33rd St.
Lincoln, NE 68504-2317

RE: UPFITTING OF THREE 2020 FORD POLICE INTERCEPTOR SUV'S

Attached please find a quote request for upfitting three 2020 Ford Police Interceptor Suv's. In the quote is the list of equipment that we need upfitted. Please include all costs, to include equipment, labor and other fees there might be. We do not pay sales tax.

All quotes can be emailed to me at my email address listed below. If you cannot or wish not to quote this out, please send me an email indicating such. Any other questions or concerns you may have, feel free to contact me.

Thank you for your quick response.

Sincerely,

SHERI McARDLE
Sr. Office Associate
Fremont Police Dept.
725 N. Park Ave.
Fremont, NE 68025
(402) 727-2680
Sheri.Mcardle@fremontne.gov



Fremont Police Department • Office of the Chief of Police
Phone: 402-727-2687 • Fax: 402-727-2699



JONES AUTOMOTIVE

1223 S 20TH ST

OMAHA, NE 68108

402-345-8383

****** QUOTE / ESTIMATE ******

Quote #: 1942

Date: 07/08/2020

Quote Sale: Craig, Dylan

Sold To:
 FREMONT POLICE DEPARTMENT
 725 N PARK AVE
 FREMONT NE 68025

Contact Number:
 laura.luttig@fremont.n

Other Information:
 Vehicle:
 License:
 Mileage:
 Vin#:

Business Phone: 402-727-2687

E-Mail: GLEN.STILL@FREMONTNE.GO

BAR ID:

EPA ID:

Description	Product Code	QTY	Parts	Labor	FET	Tax	Ext. Price	Total	
LIGHTBAR - FEDERAL SIGNAL								Authorized	7,310.57
INTEGRITY LIGHTBAR	FSINTG51-STAND	3.00	2,392.86	0.00	0.00	0.00	7,178.57		
WATERPROOF FITTING	KE007-2004-0	3.00	44.00	0.00	0.00	0.00	132.00		
HOOK KIT 2020 PIU	FSHKB-FPIU20	3.00	0.00	0.00	0.00	0.00	0.00		
PUSHBUMPER / LIGHTS - FROM STATE BID OPTIONS								Authorized	0.00
PUSHBUMPER FROM STATE BID	COMMENT	3.00	0.00	0.00	0.00	0.00	0.00		
WHITE LEDs FROM STTATE BID	COMMENT	3.00	0.00	0.00	0.00	0.00	0.00		
UNDERMIRROR LIGHTS - SOUNDOFF SIGNAL								Authorized	1,107.00
INTERSCTR RBW UNDERMIRROR	SOENT2B3RBW	6.00	184.50	0.00	0.00	0.00	1,107.00		
SPOILER MOUNT LIGHTS - FEDERAL SIGNAL								Authorized	911.40
SPOILER BRACKETS 2020 UTILITY	FSMPSM6-FPIU20	3.00	67.20	0.00	0.00	0.00	201.60		
6-LED MICROPULSE ULTRA B/R	FSMPS620U-BR	6.00	118.30	0.00	0.00	0.00	709.80		
UNDER HATCH LIGHTS - FEDERAL SIGNAL								Authorized	733.92
6-LED MICROPULSE ULTRA B/R	FSMPS620U-BR	6.00	118.30	0.00	0.00	0.00	709.80		
MERCURY TILT SWITCH	LESAU-46PKG	3.00	8.04	0.00	0.00	0.00	24.12		
REAR PLATE LIGHTS - FROM STATE BID OPTIONS								Authorized	0.00
WHITE PLATE LIGHTS FROM STATE	COMMENT	3.00	0.00	0.00	0.00	0.00	0.00		
SIREN CONTROLLER - FEDERAL SIGNAL								Authorized	2,925.00
PATHFINDER SIREN	FSPF200S17	3.00	975.00	0.00	0.00	0.00	2,925.00		
SIREN SPEAKER - FROM STATE BID OPTIONS								Authorized	0.00
SIREN SPEAKER FROM STATE BID	COMMENT	3.00	0.00	0.00	0.00	0.00	0.00		
CONSOLE - GAMBER JOHNSON								Authorized	2,622.70
UTILITY CONSOLE W CUP & REAR A	GJ7170-0734-01	3.00	494.29	0.00	0.00	0.00	1,482.86		
9" MONGOOSE W/ SHORT CLEVIS	GJ7160-0928	3.00	235.91	0.00	0.00	0.00	707.74		
MAGNETIC MIC CONVERSION KIT	MMSU-1	6.00	34.95	0.00	0.00	0.00	209.70		
3" CONSOLE POCKET	GJ7160-0332	3.00	31.54	0.00	0.00	0.00	94.63		
USB DUAL PORT 4.8	KE091-219-5	3.00	42.59	0.00	0.00	0.00	127.77		
PRISONER TRANSPORT - PRO-GARD								Authorized	9,565.47
PRIS TRANSPORT FORD UTILITY	PGP1826UINT20A	3.00	2,890.06	0.00	0.00	0.00	8,670.18		
INBOUND SHIPPING AND HANDLING	FRT1	3.00	125.00	0.00	0.00	0.00	375.00		
SOLID ALUMINUM BUTT PLATE	SC-1901	3.00	22.00	0.00	0.00	0.00	66.00		
LOCK HEAD, ZRT, AR	JD475-1221	3.00	151.43	0.00	0.00	0.00	454.29		
VAULT / EQUIPMENT TRAY - ESTES AWS								Authorized	4,698.64

Quote expires:

07/31/2020

Parts: 33,294.74

Labor: 6,300.00

Subtotal: 39,594.74

Sales Tax:

Total: \$39,594.74

Quote Notes: QUOTE FOR UPFIT OF THREE 2020 FORD INTERCEPTOR UTILITIES

QUOTE MADE FOR 3 VEHICLES

JONES AUTOMOTIVE

1223 S 20TH ST

OMAHA, NE 68108

402-345-8383

***** QUOTE / ESTIMATE *****

Quote #: 1942

Date: 07/08/2020

Quote Sale: Craig, Dylan

Sold To:

FREMONT POLICE DEPARTMENT
725 N PARK AVE
FREMONT NE 68025

Contact Number:

laura.luttig@fremont.n

Other Information:

Vehicle:

License:

Mileage:

Vin#:

Business Phone: 402-727-2687

E-Mail: GLEN.STILL@FREMONTNE.GO

BAR ID:

EPA ID:

Description	Product Code	QTY	Parts	Labor	FET	Tax	Ext. Price	Total
SUV LOCKER	AWSSUV40-000	3.00	1,092.86	0.00	0.00	0.00	3,278.57	
AUXILLARY DRAWER	AWSAD38VR-000	3.00	254.93	0.00	0.00	0.00	764.79	
2020 FORD SUV INSTALL KIT	AWSFER2020KIT	3.00	177.86	0.00	0.00	0.00	533.57	
WEAPON LOCKER FOAM INSERT	AWSMFRDBASEF	3.00	28.57	0.00	0.00	0.00	85.71	
12 VOLT FAN AND METAL GUARD	AL70111367	3.00	12.00	0.00	0.00	0.00	36.00	
POWER MANAGEMENT - JONES								Authorized 543.00
JONES SWITCHED PWR MANAGEMENT	JSPM	3.00	0.00	0.00	0.00	0.00	0.00	
SOLENOID CONTINUOUS DUTY	WT77002	3.00	55.00	0.00	0.00	0.00	165.00	
80 AMP RESETABLE CIR BREAKER	WT46691	3.00	35.00	0.00	0.00	0.00	105.00	
GROUND BLOCK STUD BLACK	WT47211	3.00	6.00	0.00	0.00	0.00	18.00	
FUSE BOX ATO/ATC 20	WT46074	3.00	50.00	0.00	0.00	0.00	150.00	
ABS PLASTIC ENCLOSURE	PODC-46FMBYT	3.00	11.00	0.00	0.00	0.00	33.00	
ROUND ROCKER SWITCH RED	WT44236	3.00	2.00	0.00	0.00	0.00	6.00	
FUSEHOLDER W/CAP 14G	RC09-014C	3.00	1.00	0.00	0.00	0.00	3.00	
GROMMET 1 3/8" RUBBER	AM4100315	3.00	1.00	0.00	0.00	0.00	3.00	
AMG FUSE 200 AMP	WT46274	3.00	5.00	0.00	0.00	0.00	15.00	
AMG FUSE HOLDER 100/200 AMP	WT46038	3.00	15.00	0.00	0.00	0.00	45.00	
DUAL BATTERY SYSTEM -								Authorized 1,902.04
STATE BID DUAL BATTERY SYSTEM	SB21-UTILITY20	3.00	0.00	0.00	0.00	0.00	0.00	
BATTERY	NAN99D34MBLUE	3.00	285.00	0.00	0.00	0.00	855.00	
AMG FUSE HOLDER 100/200 AMP	WT46038	6.00	15.00	0.00	0.00	0.00	90.00	
AMG FUSE 200 AMP	WT46274	6.00	5.00	0.00	0.00	0.00	30.00	
BATTERY SEPARATOR 12V	WT80003	3.00	155.00	0.00	0.00	0.00	465.00	
BATTERY BOX 24	NA730-4011	3.00	15.00	0.00	0.00	0.00	45.00	
OPTIMA BATTERY HOLD DOWN	HS109	3.00	43.00	0.00	0.00	0.00	129.00	
2020 UTILITY DL BTRY RIFCMT PT	HS121	3.00	4.00	0.00	0.00	0.00	12.00	
DUAL BATTERY BOX STAND	HS122	3.00	65.71	0.00	0.00	0.00	197.14	
2020 UTILITY DUAL BATTERY DOOR	HS120	3.00	25.00	0.00	0.00	0.00	75.00	
LIQUID TIGHT HOLE PLUG	WT24437	3.00	1.30	0.00	0.00	0.00	3.90	
LABOR -								Authorized 6,300.00
LABOR	HO2000E	60.00	0.00	105.00	0.00	0.00	6,300.00	
MISCELLANEOUS -								Authorized 975.00
MISCELLANEOUS SUPPLIES	MISC	3.00	150.00	0.00	0.00	0.00	450.00	
ANTENNA BASE	TCMB8	3.00	25.00	0.00	0.00	0.00	75.00	
INBOUND SHIPPING AND HANDLING	FRT1	3.00	150.00	0.00	0.00	0.00	450.00	

Quote expires:

07/31/2020

Parts: 33,294.74

Labor: 6,300.00

Subtotal: 39,594.74

Sales Tax:

Total: \$39,594.74

Quote Notes: QUOTE FOR UPFIT OF THREE 2020 FORD INTERCEPTOR UTILITIES

QUOTE MADE FOR 3 VEHICLES

RESOLUTION NO. 2020-149

A Resolution of the Mayor and City Council of the City of Fremont, Nebraska to award the bid for the new police cruiser upfitting to Jones Automotive of Omaha.

WHEREAS, The City of Fremont solicited bids for upfitting of new police cruisers.

NOW THEREFORE BE IT RESOLVED: that the Mayor and City Council of the City of Fremont hereby accept the most responsible bid from Jones Automotive for the upfitting new police cruisers in the amount of \$39,594.74.

PASSED AND APPROVED THIS 28th DAY OF JULY, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP
DATE: July 28, 2020
SUBJECT: Annexation of Lot 3, Morningside Industrial Park

Recommendation: Hold 3rd Reading of Ordinance No. 5536.

Background:

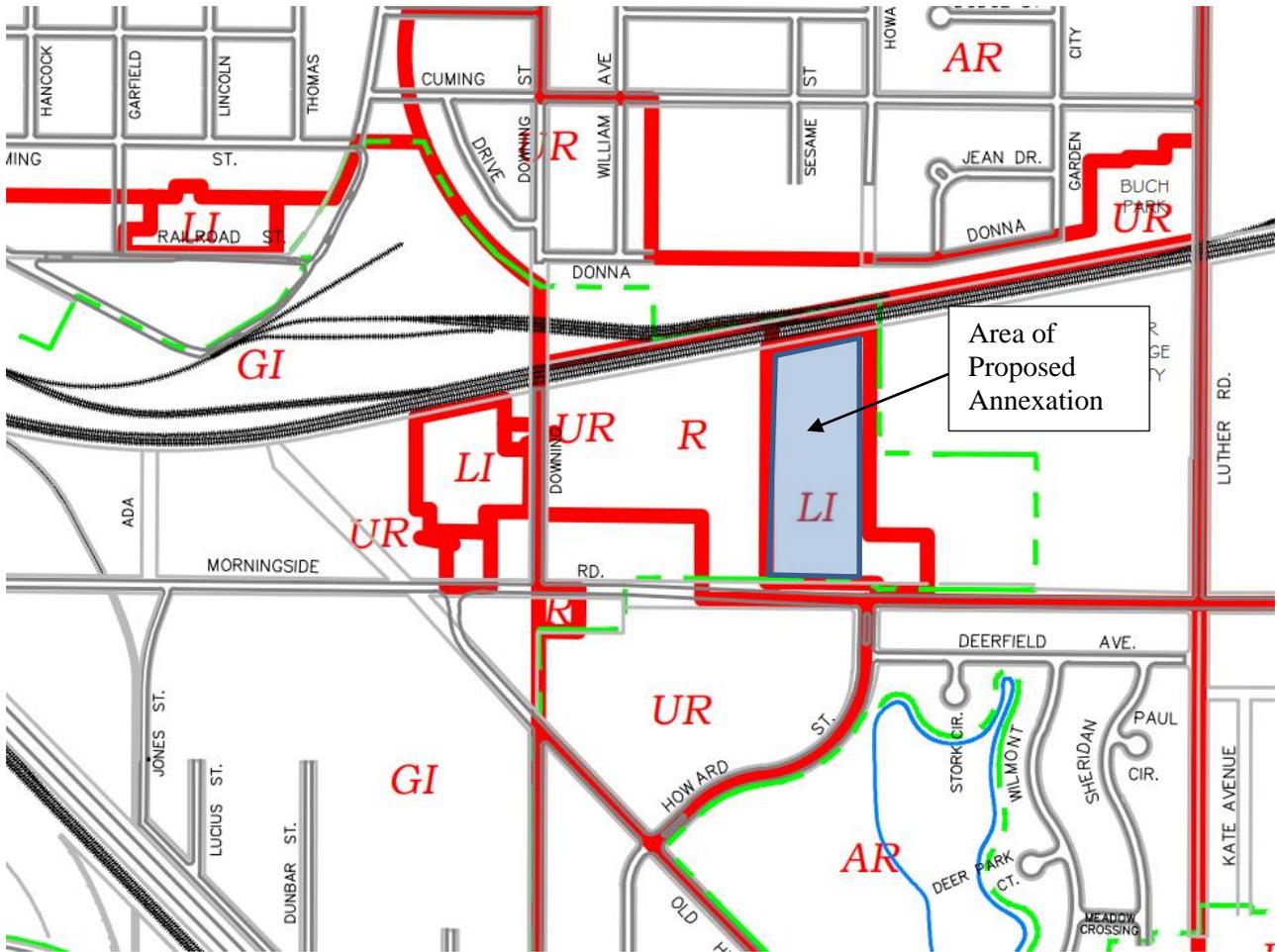
Heather Carver is requesting annexation of Lot 3, Morningside Industrial Park into the City on behalf of RD Leasing.

The property is contiguous to the city limits.

This area is developed and is developing. The property owner intends to develop his property with industrial uses. It is urban in nature.

This request is consistent with the Comprehensive Plan and State Statutes.

Vicinity Map





Planning Department
400 E. Military Ave.
Fremont, NE 68025
Phone: (402) 727-2636
Fax: (402) 727-2659
Web: www.fremontne.gov

VOLUNTARY ANNEXATION PETITION

TO, the City Council of the City of Fremont, Nebraska ("City")

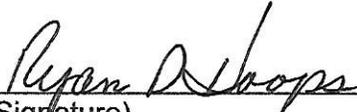
COMES NOW, RD Leasing, LLC, owner, or duly authorized officer or agent of the owner, of the following described real estate ("Petitioner"), to wit:

That portion of the following described real estate located outside the corporate limits of the City of Fremont, Nebraska: Lot 3, Morningside Industrial Park, City of Fremont, Dodge County, Nebraska.

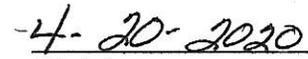
and respectfully requesting that the above described property be annexed into the City, and would respectfully show as follows:

1. That the above described property is within the extraterritorial jurisdiction of the City, and is adjacent to the present corporate limits of the City; and
2. That in order to protect the inhabitants of such property and to promote the orderly development of such property, such property should be annexed into the City, and by the execution hereof, the undersigned petitions the City Council to annex such property into the corporate limits of the City.

WHEREFORE, PREMISES CONSIDERED, Petitioner requests these bodies to take the appropriate steps to annex this property.



(Signature)



(Date)

ORDINANCE NO. 5536

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, ANNEXING BY VOLUNTARY PETITION PROPERTY GENERALLY DESCRIBED AS LOT 3, MORNINGSIDE INDUSTRIAL PARK, LOCATED IN SECTION 24, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA AND EXTENDING THE CORPORATE LIMITS TO INCLUDE SAID REAL ESTATE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a voluntary petition for annexation was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is contiguous with the corporate limits, and is urban or suburban in character and not rural in character; and

WHEREAS, the City has determined that it is able to provide certain essential services, such as utilities, police and fire protection, for the subject property so that the inhabitants of said territory shall receive substantially the same services as other inhabitants of the City; and

WHEREAS, a public hearing on the proposed annexation was held by the Planning Commission on June 15, 2020, at which time the Commission unanimously recommended with a 8-0 vote in favor of the proposed annexation; and

WHEREAS, the City Council held a public hearing on the proposed annexation on June 30, 2020; and,

WHEREAS, the City has determined that it is in compliance with pertinent annexation requirements of *Neb. Rev. Stat. § 16-117*;

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

SECTION I: ANNEXATION. That Lot 3, Morningside Industrial Park, contiguous and adjacent to the City of Fremont, Nebraska, urban or suburban in character and not rural in character, receiving material benefits and advantages from annexation to said City, to-wit for annexation into the City of Fremont's corporate limits be and the same is hereby included within the boundaries and territory of the City of Fremont, Nebraska and shall be included within the corporate limits of said City and become a part of said City for all purposes whatsoever, and the inhabitants of such addition shall be entitled to all the rights and privileges and be subject to all the laws, ordinances, rules and regulations of said City.

SECTION 2. REPEALER. All ordinances made in conflict with this Ordinance are 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 28th DAY OF JULY, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Extract from the minutes of an official meeting of the Mayor and City Council of Fremont, Nebraska, sponsor of Fremont Municipal Airport, held on July 28, 2020.

The following resolution was introduced by _____, and seconded by _____ and considered:

Resolution 2020-150

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION FOR GRANT NO. 3-31-0029- 013-2020 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL NON-DEVELOPMENT ECONOMIC ASSISTANCE FOR THE AIRPORT UNDER THE PROVISIONS OF THE FEDERAL CARES ACT.

Be it resolved by the Mayor and members of the City Council of Fremont, Nebraska, that:

1. The City of Fremont shall enter into an Agency Agreement with the Department of Transportation, Aeronautics Division for Grant No. 3-31-0029-013 for the purpose of obtaining Federal non-development economic assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of the City of Fremont is hereby authorized and directed to execute said Agency Agreement on behalf of the City of Fremont, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Dated this 20th day of July, 2020.

Upon calling for a vote on the resolution, ____ voted yea, and ____ voted nay, and the resolution therefore was declared passed and approved on July 28, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Resolution 2020-150

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION FOR GRANT NO. 3-31-0029- 013-2020 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL NON-DEVELOPMENT ECONOMIC ASSISTANCE FOR THE AIRPORT UNDER THE PROVISIONS OF THE FEDERAL CARES ACT.

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Dated this 20th day of July, 2020.

Scott Getzschman, Mayor

ATTEST:

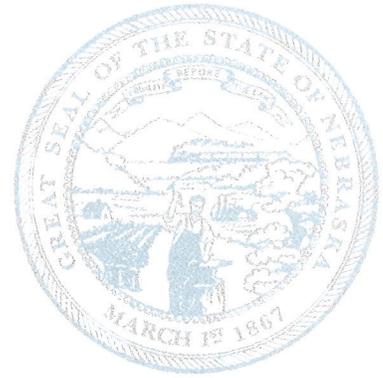
Tyler Ficken, City Clerk

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

July 10, 2020



Pete Ricketts, Governor

Mr. Brian Newton, Interim City Administrator
City of Fremont
400 East Military Avenue
Fremont, NE 68025-5141

Subject: Fremont Municipal Airport (FET)
Fremont, Nebraska
AIP Project No. 3-31-0029-013-2020
Agency Agreement

Dear Mr. Newton:

Currently, we do not have an Agency Agreement on file for this project. Therefore, enclosed are three copies of an agency agreement for this project. This agreement allows the department to act as the airport sponsor's agent for this project, as required by state law. Two copies of a resolution for the project are also enclosed for the Authority's action. Please **return one signed agreement and one resolution.**

The CIP data sheets and a request for federal funds have been forwarded to the Federal Aviation Administration. If you have any questions, please contact Anna Lannin, of the engineering division at your convenience (402-471-7931) or anna.lannin@nebraska.gov.

Sincerely,

NDOT – DIVISION OF AERONAUTICS

Prepared by:

Suman Pusparajah
Engineer I

Enclosures

Kyle Schneweis, P.E., Director

Department of Transportation

1500 Highway 2
PO Box 94759
Lincoln, NE 68509-4759

dot.nebraska.gov

OFFICE 402-471-4567
FAX 402-479-4325
NDOT.ContactUs@nebraska.gov

Aeronautics Division

3431 Aviation Road, Ste. 150
PO Box 82088
Lincoln, NE 68501
OFFICE 402-471-2371
FAX 402-471-2906

Navigation Aids Office

Kearney Municipal Airport
5065 Airport Road
Kearney, NE 68847
OFFICE 308-865-5696
FAX 308-865-5697

AGENCY AGREEMENT
CARES Act-Only Funded Non-Development Grant

Grant No. 3-31-0029-013-2020

This is an agreement between the City of Fremont of Fremont, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Aeronautics Division, hereinafter referred to as the "Department," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

WHEREAS, the Coronavirus Disease 2019 (COVID-19), has resulted in significant damage to the economy of the United States. In response, the US Congress has passed an economic rescue package called The Coronavirus Aid, Relief, and Economic Security Act; known as the CARES Act; and

WHEREAS, the Federal Aviation Administration (FAA) has received funding from the United States general fund, pursuant to the CARES Act, to assist airports in defraying a portion of that economic damage in the form of 100% grants to be used for any lawful purpose for which airports are currently able to use their funds; and

WHEREAS, the Airport Sponsor desires to utilize CARES Act funding for lawful purposes other than airport planning, development, construction, or maintenance.

THEREFORE, the Airport Sponsor hereby designates the Department as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2012, Cumulative Supp. 2018, and Supp. 2019), and the Department hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

The Airport Sponsor hereby warrants, undertakes and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings and agreements of the parties with respect to this Agency Agreement, and with respect to the CARES Act grant, are as follows:

- A. The Department shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2012, Cumulative Supp. 2018, and Supp. 2019), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Department shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Department advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable grant costs, the Department shall reimburse itself for any such advancement out of

such federal funds thereafter received.

SECOND: The Department shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Department shall maintain accurate records of all the funds received and expended by it in connection with the grant. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration and their authorized representatives in the offices of the Department at all reasonable times.
- D. The Airport Sponsor reserves the right, power and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all contracts and agreements arising from the Airport Sponsor's use of CARES Act funds, and all amendments to these items. Aside from the matters so reserved, the Department shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the grant.
- E. The Department agrees to furnish all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services", free of charge.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

"Develop" means to plan, construct or improve the airport as defined in the Application for Federal Assistance.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the grant.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 10th day of July, 2020.



(SEAL)

Director

Executed by the Airport Sponsor this _____ day of _____, 20____.

**RESOLUTION
DO NOT SIGN**

**RESOLUTION
DO NOT SIGN**

Clerk

Mayor

EXHIBIT A
AGENCY AGREEMENT
ADMINISTRATIVE SERVICES

1. Prepare and secure execution of Applications for Federal Assistance and associated documents.
2. Prepare and process program changes.
3. Process Grant Agreements and amendments.
4. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
5. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
6. Prepare and/or process other federal documents not otherwise specifically covered above.

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STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Shane Wimer, Assistant City Administrator (City)
DATE: July 28, 2020
SUBJECT: Joint Law Enforcement Center Architect Design Phase

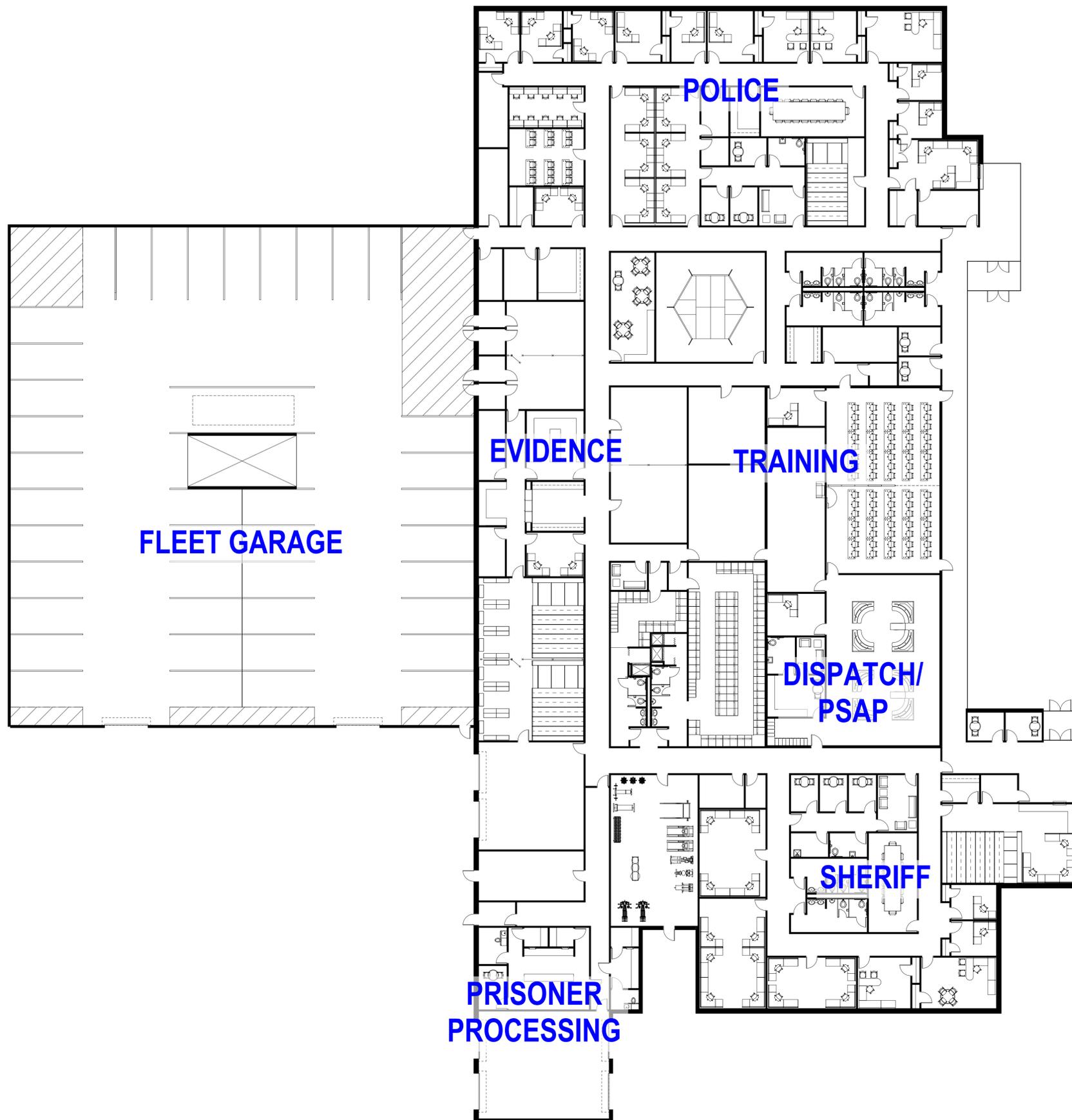
Recommendation: Approve Resolution 2020-151
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Background: On April 28, 2020, the Fremont City Council approved hiring Police Facility Design Group as architect to design the Joint Law Enforcement Center. The Council recommended that the architect complete the schematic design phase (15% of the project cost) of the project before completing the design development phase of the project cost. Staff held two public comment events and collected citizen comments from comment cards, emails, social media, and public meetings. Comments received included 61 in favor, 24 neutral comments, and 18 negative comments.

The schematic design phase and the design development phase (35% of the project cost) will cost \$151,252.00.

Staff recommends City Council approve moving to the design development phase with Police Facility Design Group and authorize the expenditure of \$151,252.00. There will be no additional costs incurred until the citizens vote on the project in November.

Fiscal Impact: \$151,252.00, which is included in the capital budget. Total project cost is estimated at \$817,292.00, of which \$432,146.00 will be the City's responsibility.



POLICE FACILITY DESIGN GROUP

07/16/2020

DESIGN CONCEPT FOR A NEW

FREMONT / DODGE JOINT LAW ENFORCEMENT CENTER

CITY OF

FREMONT, NEBRASKA

	Name:	Comment:
FAVORABLE	Josh M.	We desperately need a new law enforcement center. We need to take pride in our public facilities, our current facility is a disgrace. I fully support this effort and our law enforcement.
FAVORABLE	Kim	After watching both virtual tours it clear both agencies need a new facility- designed for Police/Sheriff business! I vote YES!
FAVORABLE	Helen Z.	I am in favor of comining the Police Dept. & Sheriff's Dept. I worked for the PD (Secy) and at that time (over 20 years ago) that concept was "kicked around", but (as usual) faded away. It's time to go for it now! Financially a big perk!
FAVORABLE	Maggie L.	Add a new jail facility so we can quit paying Souders County. Let us build a 150 bed facility and contract out to other counties and bring money in.
FAVORABLE	Anonymous	Coordination between Sheriff & Police is important. This is a great idea!
FAVORABLE	Anonymous	We need a new & modern Police Station.
FAVORABLE	Anonymous	Coordination between Sheriff & Police will save money and resources in the long run. The Joint Law Enforcement Center is a great idea!
FAVORABLE	Rick & Alesia H.	I would like to send my support for the Joint Law Enforcement project due to the enormous cost to rehabilitate the current police building, which is in great need of update.
FAVORABLE	Nick H.	As a current police officer in the City of Fremont, I believe a new, updated law enforcement center is needed for Fremont Police and Dodge County Sheriff's Office. As our departments and the field of law enforcement continues growing, so should our police station.
FAVORABLE	R. Howard	After reviewing the you tube video of the current police station, I am in full favor of building a new updated joint center. I agree it would be in the best interest of the officers to provide them with a safe, modern facility.
FAVORABLE	Seth H.	I would love to see the City of Fremont gain a joint law enforcement center. This would strengthen the relationship between the two agencies using the center and would provide a great image for not only Fremont but also Dodge County. I believe a new Police Department is long overdue, especially after watching the virtual tour. It's disappointing to see the conditions our police have to currently work in and it really does not represent our city well. I will be supporting this decision 100% of the way.
FAVORABLE	Cody H.	I fully support the joint law enforcement building

FAVORABLE	Kelly D.	<p>I am in full support of a new police station.1. The building in not ADA compliant. 2. If the officers want to interview a suspect or a victim, they have to take a person (suspect or a victim) through the officer area or up the elevator and past a bunch of offices or people. Either that or interview them in the lobby. A police department should be a secured building that should not need to have people walk all over to be interviewed or questioned. If someone needs fingerprint cards done, they must again walk through the officer area and down the hallway to a room where officers process intoxicated drivers.3. Property and evidence is located in multiple locations inside the police station often subjected to heat and cold.4. As the city grows and more officers are needed, there are only 5 computers in the officer area for officers to do work on. Often the officers need to be at the computers, in the officer area, when they record their reports. Again, a location where people are walking through often.5. Physical fitness should be a priority for officers. Their weight room only has lighting on one side of the room and leaks water when it rains. The equipment is old and dusty. Since there is no locker room for the officers, many officers have storage cabinets in the weight room and change in there as well. 6. Officer's hazmat equipment is stored in the garage on shelves and is exposed to heat and cold. The roof leaked, so some of the equipment had to be moved because it got wet.7. Growth for additional offices for detectives or command staff is stunted as there are no more areas to put an office without taking something else away (property or evidence storage, or storage for supplies, interview room, etc.) 8. There is often a sewage smell coming from the bathrooms and the drain in the police garage. These are just a few of the concerns. As the City of Fremont grows and thrives, it's police department will need to do the same and in its current location that would be a difficult. Thank you for your time in this matter.</p>
FAVORABLE	Dominic S	<p>As a long time, Fremont resident, I am fully in favor of the new joint law enforcement center. First point being that how long can you make improvements to an old building with so many problems before it just makes more sense to build a new building to your liking. The Fremont Police Department building has served its purpose for a long time but it is time to move to something far better. Second is making a law enforcement center that holds both the police and the county sheriff is a good idea. Having one location where the citizens can find any law enforcement service they may need seems like a bonus. I am sure there have been plenty of instances where a citizen may have gone to the wrong office trying to find the appropriate service based on the jurisdiction they may have needed. At the end of the day the City of Fremont should strive to have the best buildings and services that they can possibly offer. From a lifelong Fremont family</p>
FAVORABLE	Steve	<p>Much needed!</p>
FAVORABLE	Brandon	<p>While I have enjoyed this current building, it is in need of some major repairs. The roof leaks, the walls are cracked and look unprofessional. The HVAC unit fails at least once (usually several) times a year. We have outgrown this building and we have reached a point that we have ran out of room.</p>

FAVORABLE	Kevin E.	The idea of a combined Law Enforcement Center is fantastic! The new bldg is a way to maximize efficiency and effectiveness for our entire community. As a tax payer and citizen of this community, I completely support this venture.
FAVORABLE	Brad	The city / county joint law enforcement building will meet a community & regional need. More importantly, it will efficiently utilize community tax dollars.
FAVORABLE	Kevin K.	A new building is needed due to the fact that the old one was never intended for law enforcement. It's old, disjointed and has not been very kind to the personnel that use it. The design was for Department of utility vehicles, not for Law Enforcement.
FAVORABLE	Mark	The Joint Law Enforcement Center will move our community forward in working with the various constituents to continue to provide for the safety & security of our community. The shared resources between the city & county ultimately maximize the investment & provide the most efficient / effective solution.
FAVORABLE	Scott J.	A joint law enforcement center is necessary in our community to provide new facilities and tools that provide the resources for those that keep our community safe.
FAVORABLE	Shana	The joint law enforcement center is needed at this time. The money put into at this time may seem high however in 5 years when it is severely needed the price will most likely be substantially higher.
FAVORABLE	Alesia	In support of the Joint
FAVORABLE	Jeff	I am in support of the new law enforcement building. I think it would be great to have building designed for the needs of the police and not have to make due with a building no designed for their needs.
FAVORABLE	Avery	An awesome concept for a joint LE center
FAVORABLE	Heather	Very nice plans - a needed facility
FAVORABLE	Jessica	I am very excited about the JLEC & for all those that will benefit from this facility. I personally have been in side the PD and I feel as though this is something that needs attention. I hope this project moves forward into the next phase and see a completed JLEC soon.
FAVORABLE	Aaron	The old building was re-repurposed to be a police station. It was not designed to be a modern law enforcement center. A new building built to be a law enforcement center is long overdue.
FAVORABLE	Matt	The building that we currently are located in does not work for a police department. Hollow core doors, single pane glass, numerous repairs to a/c, garage door. Flooding in bathrooms, electrical, network called, training room.
FAVORABLE	Ed	The building that the Fremont Police Department now occupies is antiquated. There is insufficient parking for police cruisers & employee vehicles, no restrooms available to the public and is in need of keep up & repair. A new building can address these concerns and provide staff and visitors with a building that projects professionalism and a vision of the future.

FAVORABLE	Jordan	I feel it makes sense to build the JLEC as the cost-benefit analysis as well as the ability to expand in the future lend to the project's feasibility.
FAVORABLE	Bob	I have been in the current police station as a visitor and for questioning. It is not in good condition. I think the police need a better building and my tax \$\$\$ would be better spend on a new building instead of fixing old.
FAVORABLE	Steven	I have a background in building maintenance. Our current buildings maintenance needs outweigh the benefit of staying in this location. In my time I've seen a new roof and a/c system there is a large amount of other repairs and breakdowns simply b/c of age.
FAVORABLE	Kevin C.	Joint Law Enforcement Center is long overdue. It would combine all local law enforcement to one building. The current Fremont Police building would take a lot of money to remodel I am in favor of this.
FAVORABLE	Laura	With the continued growth of the City of Fremont, I believe our law enforcement, fire department and all other public safety agencies will need to grow along with it. The current facilities are hand-me-downs that served a short-term purpose, but no longer allow for growth or progress.
FAVORABLE	Becky	It is time to bring our city into the 21st century. Much of the city buildings are updated and can't fill the needs of the city. From parking to technology, these buildings are unsuited and it will cost more to fix than to invest in a long-term solution.
FAVORABLE	Nate	The joint law enforcement center would be a great addition to a growing town, and a much needed upgrade after seeing the current state of Fremont Police Department.
FAVORABLE	Daryl	I'm all for it! (Of course I don't live in Fremont) Too bad it doesn't include a jail!
FAVORABLE	Paige	The joint law enforcement center would provide a great upgrade that will help keep the town safe as well as save the taxpayers money in the long run if the Dodge County Sherriff's department comes with.
FAVORABLE	Alan	Build it!! It is definitely needed!!!!!!
FAVORABLE	Mark J.	I believe this will be an important part of Fremont and Dodge County's future. I have toured our current Police facilities and believe them to be woefully outdated and inadequate. We want to share information and get public input.
FAVORABLE	Joe B.	Build it! / Hopefully the bathrooms have vents that have fans that work.
FAVORABLE	Tammy	I feel the new Joint Law Enforcement Center is a great investment for Fremont's growth & protection. Having one location for all of our law enforcement enable the city & county to better harmonize their efforts, stay in better communication & more efficiently take advantage of resources, including technology. The suggestion of utilizing an existing, aged deteriorating facility is a horrible idea -- that would require constant repairs & only delay Fremont's progression.

FAVORABLE	Nancy	At least it would be money well spent. Unlike the extra money handed over the lead remediation company several years ago. And many other things, the I'm sure got through without anyone knowing.
FAVORABLE	Joe K.	100%, behind law enforcement
FAVORABLE	Charlotte	I would vote for this. Why keep spending money on outdated facilities when
FAVORABLE	Erv	Yes Makes good sense
FAVORABLE	Kerstin	As Fremont is growing joint facilities will be needed. The YouTube video showed a dire need of space for police and support services. I hope renewable energy is considered for the new building. Our energy bill was just increased and I am sure more \$ will be needed in the future. Solar panels might be an idea.
FAVORABLE	Lacy	Yes
FAVORABLE	Jimmi	The building is old and looks run down. The bathrooms need updating. There is a lack of sufficient parking and office space for the employees.
FAVORABLE	Jennifer M.	
FAVORABLE	Tina	As a kid I remember going to the police department and was able to go with Boy Scouts too, to earn one of their badges. From what I can remember, during the last visit at the police station. There were definitely some areas that needed some attention or some improvements for fixing up the place. The building has been around for some time now and they've been talking either fixing up the place or maybe starting fresh and build a new station instead. I would really love to see in the near future a new building for them to be able have their own room or area designated to their investigation, maintenances on their equipment or even have a place for the K-9 during the day. They definitely have my vote to build a new place for them and for Apollo!!!!
FAVORABLE	Betsy	They have my vote!
FAVORABLE	Tamara	Absolutely
FAVORABLE	Roxie	Yes
FAVORABLE	Melvin	Good idea then move probation office into existing police station where it is more easility to get a lot of probationers that can't make it to current location
FAVORABLE	Jeff S.	Think it's a fantastic idea.
FAVORABLE	Vince	A combined facility will address needs & requirements for both services -- and after sooo many years of talking, etc. It's about time to "Just Do It".
FAVORABLE	Todd	I say build it, but add a jail.
FAVORABLE	Scott B.	Fremont's growth is dependent on change, collaboration and investment in those who protect and serve where we live. Having our city and county law enforcement under one roof better equips them to efficiently use resources and communicate stronger.

FAVORABLE	Brian A.	Both current buildings are an absolute dump and need to be replaced. That being said that this needs to have a jail. We don't need to be spending our tax dollars sending a deputy or two out to sonders county to do transfers several times a day...
NEUTRAL	Anonymous	Does this provide enough space for the future growth?
NEUTRAL	Jennifer K.	I'm all for a better facility for our police department. I just don't understand why if when the city's finances were audited and there was "an embarrassing surplus" we keep getting pinched at huge percentages on our property taxes the last couple years and now another increase. We need better management of our budget at a local level.
NEUTRAL	Daniel	Is this even the correct location? Thought it is supposed to be over on Yage?
NEUTRAL	Scott B.	I guess I don't understand why they wouldn't put out by the countes garagemahall. On west military. They county owns plenty of ground out there. If not put it on the other side of the bypass since that is where Fremont is going and add a fire sation to the mix because we all know that is next.
NEUTRAL	Gregory	Isn't that the Buisneiss Park that the city sold or am I wrong if it is now they are buying land back so that the owner can make a profit off of the City interesting
NEUTRAL	Sheri	On the fence. Would it be nice, yes. Is it TOTALLY necessary, no. Made due since 1993 and we haven't increased billets if the department. Recently spent a lot of money to revamp Communication Center in building that will no longer be used. I believe it should all be built at once & not P.D. and then the Sheriff's Dept. awhile downe the road with such things as locker rooms, training room, etc. to be shared & still not seperate. It should be done in a few years though but I think timing is just bad with back to back economic crisis, the flood & now pandemic. Don't know if City should by taking on such an expense during these times.
NEUTRAL	Scott B.	I love the fact that you want input. Let us see if you listen. / I kinda like the mal; idea/ that is something to really look into. Fire department sherriff
NEUTRAL	Chris	Freemont
NEUTRAL	Lorrie	Use the bond money from the 23rd street over pass
NEUTRAL	Blake	Only if this would fix all the issues with dispatch!
NEUTRAL	Kathy	How much more will it cost to transport people from the "new" facility to the courthouse for court appearances?? Or will this facility not have space for people. Will we still be payig Saunders Co. to house them?
NEUTRAL	Danielle	I'm pretty sure they are already building this in the field behind my house, so my backyard! Why would they has for anyone's opinion of it's already being done. I don't specifically want this in my back yard when I have a bunch of little kids. Are they going to fenc all of our homes also?!
NEUTRAL	Jeremy	How much would a new jail cost?
NEUTRAL	Richard	What's wrong with the buildings they are in now? / Don't you think we the people are taxed enough?

NEUTRAL	Brian S.	It seems like our property taxes keeps going up up and up. We just had evaluation increase. This should go to a vote on the ballot.
NEUTRAL	Al	If they do it than open a jail again. Stupid to keep paying to house inmates in other towns and paying for traveling expenses to court and back every week.
NEUTRAL	Jason	When was the jail and sheriff office built on broad? We merged the dispatch ceter in dodge county an cross trained the dispatchers an put them all together in the police station an then a few years later we wawwna move then to a different building agai...
NEUTRAL	Justin	Are they gonna work for or against the people?
NEUTRAL	Joe M.	Is it a good idea to be located next to a creek considering odds of flooding in our city?
NEUTRAL	Stacy	Embarrassing surplus... is that being applied here? Is this the Tech Park location? / I absolutely love that this is being brought before the public for comment. It show3s progress in considering the public's view. I wowuld like to see more ipen transparent discussion as to th history of the location and what 's on the line with pawst commitments previously made for that location. #ANewPath
NEUTRAL	Connie	What is the old jail being use for? That is a lot of wasted space that could be utilized
NEUTRAL	John	There is no doubt that the current police station is insufficient to meet our needs. Why is a new building on on the edge of town a better option than to restore this centrally located building? Why isn't there a side by side comparison?
NEUTRAL	Lorri	I'm all for a new facility, I however and not for new bond. After taxes increased the past 3 years for no reason and aren't we still paying for the 23rd St overpass that has not been built?
NEUTRAL	Pam	Please give Council enough time to ask questions and explore various options. Bring cost down. Bring to vote of people.
NEUTRAL	Kyle M.	I support a joint police building, but want to see the 23rd Street viaduct first. And I do not support the airport project. Why don't we the people get a vote on that? I voted yes on the viaduct a lifetime ago; I'm still waiting. Thank you for your time.
NEGATIVE	Dee	I'm concerned about the location being on one end of town. Like it centrally located. Understand it outdated and they need more room. Definitely need a jail here for more than holding purpose. If the police and sheriff are ok with it, then ok. But don't like the tax or bond issue. Could have used the airport terminal money for policy instead.
NEGATIVE	Myrtle	Is it really needed????
NEGATIVE	JackieandChris	No
NEGATIVE	John M.	The fact that who ever the is the moron who drew up theat plan and can't even spell Fremont correctly, I would find a different company to do business with.
NEGATIVE	Sarah	Gosh Idk about it being all the way out there they already take forever to get to calls as it is

NEGATIVE	Pat	Makes senses but location is questionable and paying for bond issue after a year of flooding followed by a pandemic isn't reasonable. This isn't about supporting law enforcement if the city has to take on additional financial burden.
NEGATIVE	Bryan	If you guys were to house the prisoner in the new facility I would support it 100% absolutely but to ask the community to raise taxes when you're paying another county to take care of our prisoners is absolutely stupid
NEGATIVE	Kim	Y do you need to. Buy the east end of the mall. They can't fill with stores. Center in town. Almost empty but theater n Hyvee n Nebraska sports. Shoe store. Everyone, build n build, Use what is here.
NEGATIVE	Thomas	So we'll only be using one floor if the current sherriff's building? Sounds like a waste. My vote is no.
NEGATIVE	Elizabeth	The city should put the enforcement center in the center of town. Having it outside of city limits doesn't make sense
NEGATIVE	Jesse	What is the point of this if a new jail isn't part of this?
NEGATIVE	Luther	I don't understand why we even need a multi million \$\$\$ jail when we don't even house our own inmates... once again our taxes go up, and what exactly do we the people get out of it? Cops handing out more tickets to support a higher revenue for said new jail?
NEGATIVE	Joanne	It will cost an arm, a leg, and your first born son as the saying goes...
NEGATIVE	Brandon A.	I honestly think they should of thought about this before doing repairs to the auditorium..
NEGATIVE	Blake	Yup that turns my vote to a no.
NEGATIVE	Derrick	What happened to the Broad street viaduct project? I just got my what should have been a \$70,000 but paid \$99,000 home valuation from \$106,000 to \$156,000. How much more taxes do you think we can pay?
NEGATIVE	Vicki	I understand the need for update. I would like to see this put off or the new mayor & board to handle.
NEGATIVE	Joe C.	I think we should start with figuring out who is responsible for this cities financial issues. Before we start footing more money out. Who knows who and why are these decisions being made. Who suggested and stands to gain from this the most, because someones (EXPLETIVE)each other while ingnoring the community. This town has too many people in positions of benefit, too many handshake deals, and too many "ive known him since we were kids" situations. Businesses and city council are intertwined intimately to the point that our communiteis voice is lost and the only opinon that matters is that of teh heavy pocketed.

RESOLUTION NO. 2020-151

A Resolution of the City Council of the City of Fremont, Nebraska to authorize moving to the design development phase with Police Facility Design Group for the Joint Law Enforcement Center Project.

WHEREAS, on April 28, 2020 the Fremont City Council approved the hiring of Police Facility Design Group and completing the schematic designs; and,

WHEREAS, public input and comments were sought on a Joint Law Enforcement Center.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council accept the recommendation of Staff to move forward with the design development phase of the project with the Police Facility Design Group for the Joint Law Enforcement Project in the amount of \$151,252.00.

PASSED AND APPROVED THIS 28th DAY OF JULY, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Kim Koski, Director of Parks & Recreation
DATE: July 28, 2020
SUBJECT: Change Order for Windows at City Auditorium.

RECOMMENDATION: Approve the Resolution 2020-152.
--

Background: The renovation plans for the City Auditorium called for cleaning and painting existing windows; however, the painter was having issues with the paint. As the windows were being cleaned and painted, pieces of wood were falling off and the paint wasn't sticking.

Cheever Construction and Schemmer Associates recommend replacing all windows. The existing windows are past their life cycle and they don't have the same performance rating as new windows.

Performance Factors:

1. Air loss through the windows will increase operating costs (Heating & AC).
2. Brittle and failing wood trim.
3. Multiple pieces of glass are cracked and/or no seals on the glass to hold them in place.

By adding new windows, we will get:

1. Warrantied windows to match the new building improvements.
2. Better building envelope to help keep pressure off of the new mechanical equipment in the building so they aren't overworked.
3. Better glass rating and seals.

Cheever Construction requested bids and (2) were received.

Chicago Lumber	\$ 96,882.00
Pella Windows	\$135,629.76

Fiscal Impact: Amount Budgeted:

\$2,000,000.00 Bond Issue
\$1,125,000.00 CCCFF Grant
\$ 750,000.00 City Reserves
\$3,375,000.00 Total

Original Cost:

\$2,711,000.00

Windows:

\$ 96,882.00

Remaining Budget Total:

\$ 567,118.00



3425 North 44th Street
 Lincoln, NE 68504
 Ph : (402) 477-6745 Fax : (402) 477-2063

Change Request

To: Konrad Broer
 The Schemmer Assoc., Inc.
 1044 No. 115th Street, Ste 300
 Omaha, NE 68154
 Ph: (402)493-4800 Fax: (402)493-7951

Number: CPR 14
Date: 6/29/20
Job: 201919 Fremont Auditorium Renovation

Description: CPR 14 - Complete Window Replacement

We are pleased to offer the following specifications and pricing to make the following changes:

Base option includes all windows except for the storefront windows on the southeast corner of the building, unfinished windows, labor to install windows, equipment to install windows, and extras available as shown below.

- Add Primed Interior.....ADD \$2,400.00 to base bid.
- Add Painted Interior (Black or White).....ADD \$5,700.00 to base bid.
- Remove Simulated Divided Lites.....Deduct \$10,000.00 from base bid.

Alternate #01 is the additional price to include the storefront windows on the southeast corner of the building. Pricing must be added to the base bid....ADD \$22,100.00

- Add primed interior for Alternate #01.....ADD \$700.00 from alteranate 01 bid.
- Add Painted Interior (Black or White).....ADD \$1,600.00 from alterante 01 bid.
- Remove Simulated Divided Lites.....Deduct \$3,600.00 from alternate 01 bid.

- Submittals/Field Verify.... 2 weeks
- Production.....4-6 weeks.
- Installation....As soon as available from Manufacturer.

Work performed by Cheever Construction:						
Description		Quantity	Unit	Unit Price		Price
Supervision and Coordination	Labor-	96.00	mhrs @	\$75.00		\$7,200.00
Dumpster	Other-					\$1,400.00
Superintendent Vehicle Costs	Material-	1.00	lsum @	\$300.00		\$300.00
	Equipment-					\$300.00
				Subtotal:		\$9,200.00
Work performed by subcontractors:						
Description	Subcontractor					Price
Replace Existing Windows with Windsor Windows Pinnacle Series Fixed and Double Hung Windows (see attached for more information).	Chicago Lumber Company					\$73,800.00
				Subtotal:		\$73,800.00
				Subtotal:		\$83,000.00
	Overhead Recovery	\$83,000.00	15.00%			\$12,450.00
	Bond Recovery	\$95,450.00	1.50%			\$1,431.75
	Accounting Adjustment					\$0.25
				Total:		\$96,882.00



Chicago Lumber

COMMERCIAL SERVICES

Phone: 800-642-8210

commercial.clc-omaha.com

- OMAHA -

1324 Pierce Street
Omaha, NE 68108

- KANSAS CITY -

107 W. 9th Street – Suite 209
Kansas City, MO 64105

June 9, 2020

To: Cheever Construction – Attn: Tyler Pulec

RE: Fremont Auditorium – Fremont, NE – Clad-Wood Windows

SCOPE: MATERIAL SUPPLY & INSTALLATION

Chicago Lumber proposes to supply and install aluminum clad-wood windows for the Fremont Auditorium project in Fremont, NE as follows:

Aluminum Clad-Wood Windows

- **Windsor Windows Pinnacle Series Fixed and Double Hung Windows**
- Aluminum Exterior – Color as Selected by Owner
- Pine Interior – Unfinished – **See Note 1**
- Dual Pane Insulated Glazing with Low E Coating and Argon Fill
- Simulated Divided Lites – **See Note 2**
- Standard Hardware on Operating Units
- No Screen
- Aluminum Frame Expander Installation Method

Base Proposal

Base Option includes all windows except for the storefront windows on the southeast corner of the building.

Materials (Unfinished Windows).....	\$41,100.00
Installation Labor	\$32,700.00
TOTAL BASE PROPOSAL	\$73,800.00
Add Primed Interior	ADD \$2,400.00
Add Painted Interior (Black or White).....	ADD \$5,700.00
Remove Simulated Divided Lites	DEDUCT \$10,000.00

Alternate #1 Additional Windows

Alternate #1 is the additional price to include the storefront windows on the southeast corner of the building. Pricing shown below must be added to the Base Option above.

Materials (Unfinished Windows).....	\$14,200.00
Installation Labor	\$ 7,900.00
TOTAL ALTERNATE #1 OPTION ADD ..	\$22,100.00
Add Primed Interior	ADD \$ 700.00
Add Painted Interior (Black or White).....	ADD \$1,600.00
Remove Simulated Divided Lites	DEDUCT \$3,600.00

Exclusions, Qualifications, and Notes as follows:

- **Note 1:** Windows have a wood interior and are proposed with an unfinished (bare) interior. Windows are also available from the factory either factory primed or factory painted. Factory painted options are available in white or black. All other finishes (including stained finishes or painted finishes in colors other than white or black) are excluded and must be performed by others. See adds above to add factory finishing.
- **Note 2:** Windows include simulated divided lites to simulate the look of the existing windows. Windows are available without these divided lites. See deducts above to remove simulated divided lites.

- CONTINUED NEXT PAGE -

R. T. HULLINGER
Chm. of the Bd. & President

P. J. DUESMAN
Vice President & Secretary

J. J. COLE
Treasurer



Chicago Lumber

COMMERCIAL SERVICES

Phone: 800-642-8210

commercial.clc-omaha.com

- OMAHA -

1324 Pierce Street
Omaha, NE 68108

- KANSAS CITY -

107 W. 9th Street – Suite 209
Kansas City, MO 64105

Exclusions, Qualifications, and Notes as follows (continued):

- Installation includes all labor and materials for a complete installation of proposed windows. Window demolition is included. All masonry and structural work is excluded. Lead and asbestos mitigation is excluded.
- See proposed schedule below. Deviation from this schedule will result in price adjustments. All windows and doors not shown on proposed schedule are excluded.
- See attached proposed building elevations for additional reference.
- Alternate #1 Additional Windows are indicated on the attached elevations with a dashed line.
- See attached cut sheets for information on proposed windows.
- Pricing excludes tax and bonding.

Proposed Schedule:

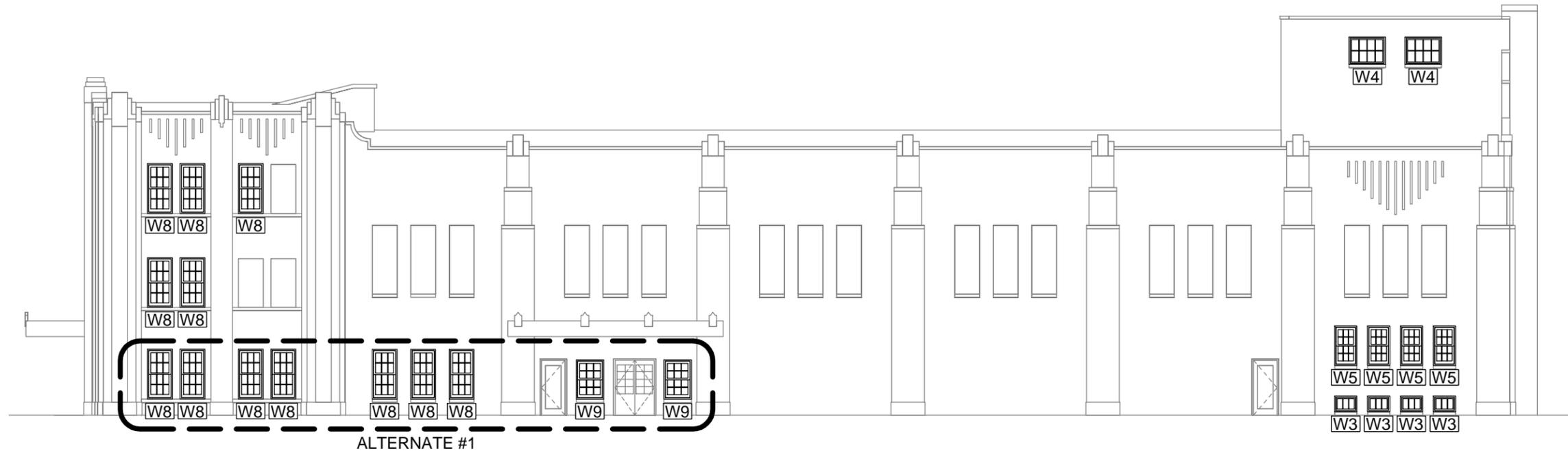
Mark	Qty	Configuration
Base Proposal		
W1	12	Fixed
W2	4	Fixed
W3	8	Fixed
W4	4	Fixed
W5	5	Double Hung
W6	1	Double Hung
W7	2	Double Hung
W8	25	Double Hung
W10	1	Two-Wide Double Hung
Alternate #1 Additional Windows		
W8	13	Double Hung
W9	2	Double Hung

Thank you for the opportunity to submit this proposal, which is subject to acceptance within 30 days. Please contact us if you need additional information or have any questions.

Sincerely,

Doug Paziak

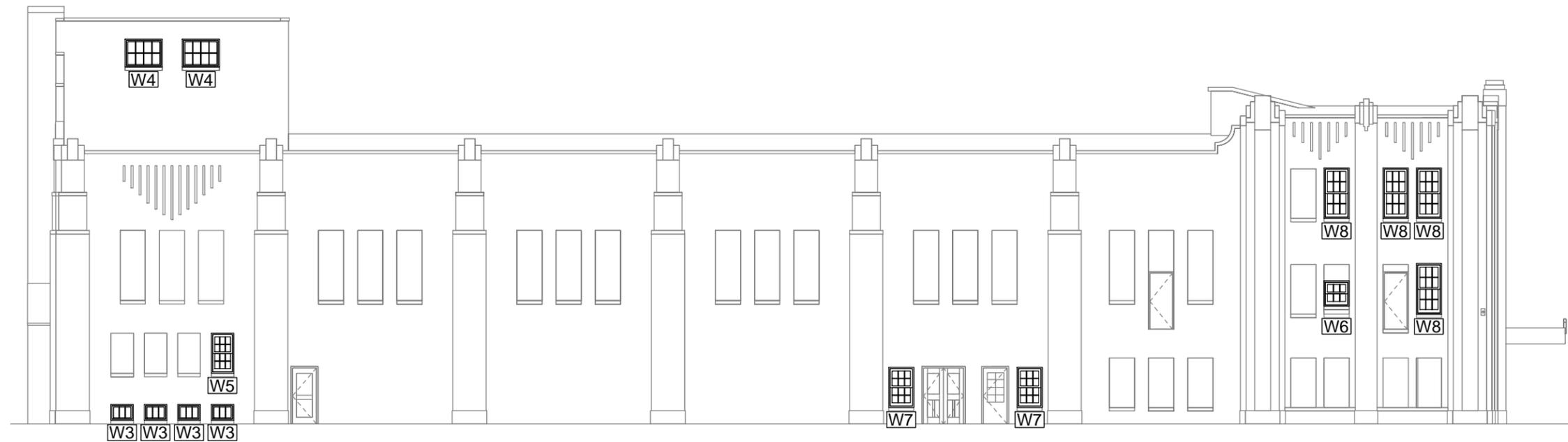
Doug Paziak
doug@clc-omaha.com | cell: 402-657-7836



ALTERNATE #1

EAST ELEVATION

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

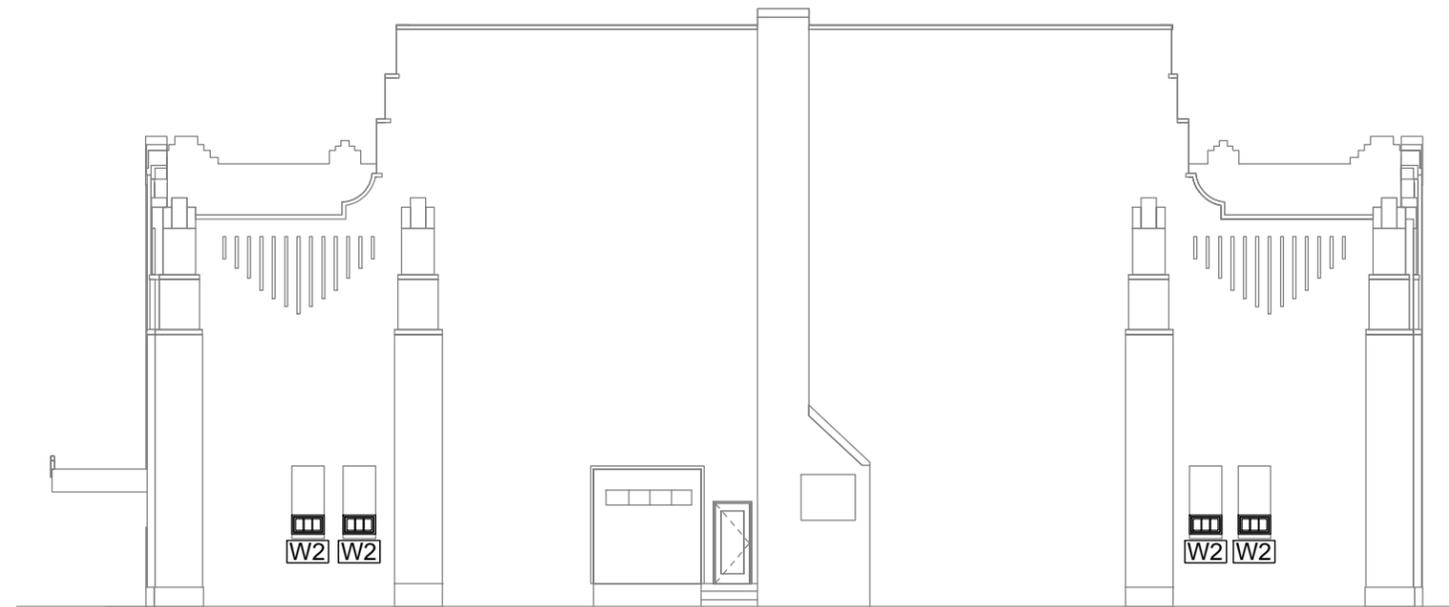


WEST ELEVATION

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



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



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



Pinnacle Double Hung with Concealed Jambliner

Improved Performance

- A raised sill stop is incorporated into ALL Pinnacle clad double hung windows, including both the compression jambliner option and the concealed jambliner option; the sill stop will now be flush with the bottom of the finger pull, providing better performance
- On windows ordered with the concealed jambliner option, head frame corners will be secured with corner keys, injected silicone and screws for improved stability; therefore, the corner gaskets are no longer needed
- Structural changes of the concealed jambliner provide improved DP ratings

More Selection

- Half-screens will be available on the concealed jambliner option
- A new, full-size, inverted block and tackle balance provides support for a heavier sash, allowing for future production of larger sizes
- Interior jamb covers are available in all wood species, providing more wood on the interior and less vinyl



Added Convenience

- Jamb jacks provide the ability to make future adjustments after settling
- A trim identification line on the side and head inside stops provides easy alignment during installation



Enhanced Appearance

- A wood head parting stop replaces a vinyl parting stop
- The picture window back-out strip is now color-matched aluminum for a consistent exterior appearance
- The sill bottom rail weatherstrip is now available in two colors: bronze and beige; one complements the lighter clad colors and the other complements the darker clad colors
- Exterior jamb covers are available in finishes that match the aluminum



Double hung window with concealed jambliner



Picture window with jamb cover

Please note:

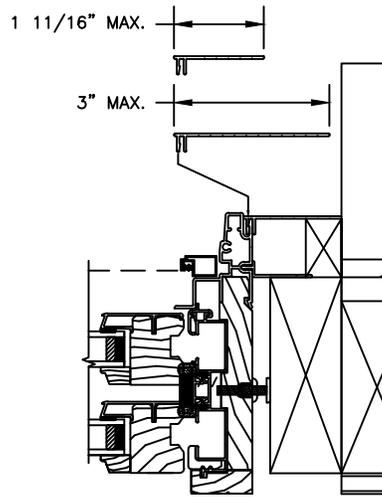
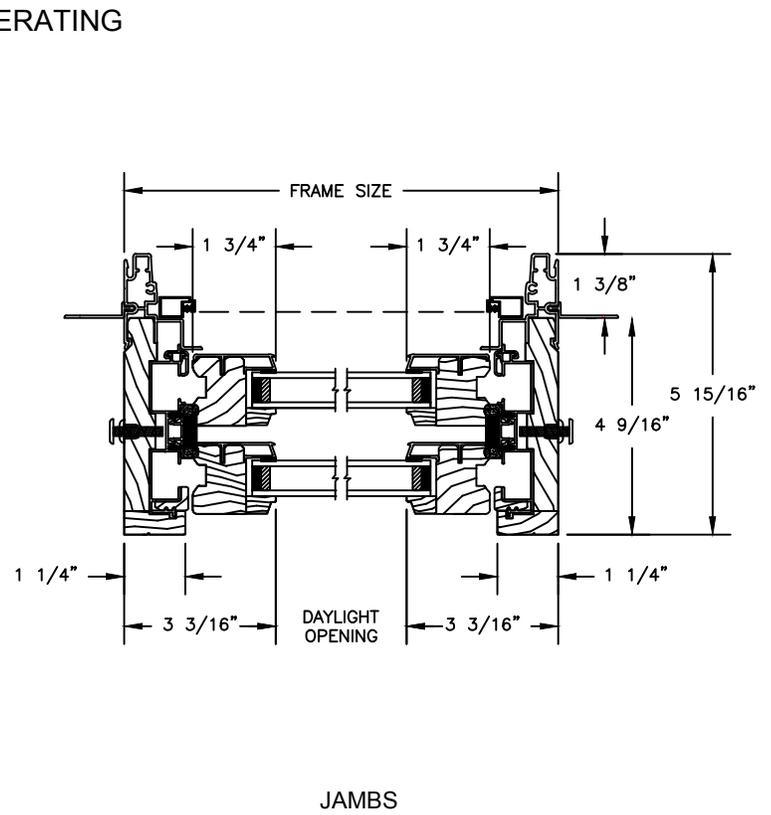
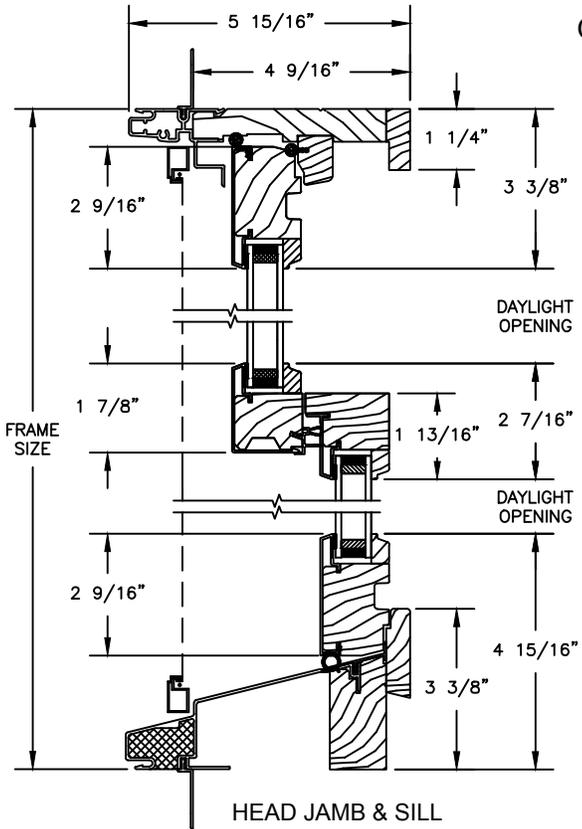
- Clad single hung oriel windows will only be available with the concealed jambliner option
- The concealed jambliner option is NOT available in Pinnacle Impact, Legend HBR or Revive Sash Replacement

Pinnacle Series

CLAD DOUBLE HUNG - Concealed Jambliner Option

SECTION DETAILS : OPERATING / PICTURE

SCALE: 3" = 1'-0"





Pinnacle Double Hung & Glide-by

Features and Benefits

- The warmth and beauty of Clear Select Pine, Douglas Fir or Natural Alder; can be painted or stained
- Clad units offer a strong, durable extruded aluminum sash and frame for low maintenance; primed units offer the traditional appearance of decorative cellular PVC trim
- Glass is replaceable in case of damage
- Both tape and silicone glazed, with interior wood stops for superior strength and seal
- EZ Tilt operation available for easy removal and replacement of sash (double hung only)



- Both sashes tilt in with compression or concealed jambliner for easy cleaning
- Recessed lock and keeper for a sleek appearance



- Block and tackle balance system for ease of operation
- Prime double-hung units come standard with cellular PVC trim, blind stop and sill.
- No-finger pull option for hardware application

Sizes

Available in hundreds of standard and custom sizes

Glazing

- Windsor Glazing System provides 3/4" double pane insulated glass; Cardinal® LoE 366 glass standard; tinted, tempered, obscure and laminated glass available
- Glazed with tape and silicone sealant
- Custom and special glass types available
- Preserve protective film optional

Exterior Trim

- Clad windows available with WM 180 brickmould, Williamsburg, or 3-1/2" flat casing; 3/8", 1-1/4", 2-1/4" subsills
- Primed windows available with WM 180 brickmould, WM 180 brickmould with flange, Williamsburg, 3-1/2" flat, 4-1/2" backband, 5-1/2" flat or plantation casing; double hung sill nose, 2" bull nose sill nose or belly sill nose
- All prime window trims, and sill nose are cellular PVC

Grilles

Windsor Divided Lite (WDL) = simulated divided lite

- 7/8" and 1-1/4" Perimeter Grille (*NOT available on radius double-hung*)
- 7/8" and 1-1/4" Stick Grille
- 3/4" and 1" Profiled Inner Grille
- 13/16" Flat Inner Grille
- 7/8" and 1-1/4" Ogee WDL
- 5/8", 7/8", 1-1/4" and 2" Short Putty WDL
- 5/8", 7/8", 1-1/4" and 2" Short Contemporary WDL
- 2" Simulated Check Rail (*DH picture only*)
- Standard and custom grille patterns available

Finishes

- Interior – Clad windows available in Clear Select Pine, Douglas Fir, Natural Alder, primed, painted white or painted black interior finishes; primed windows available in Clear Select Pine, primed or painted white interior finishes
- Exterior – Clad windows feature heavy-duty extruded aluminum cladding on sash and frame; primed windows (*double hung only*) offer an assortment of traditional cellular PVC trim options

Clad Colors

All clad colors painted in-house with the highly durable AAMA 2604 standard finish, or upgrade to AAMA 2605 for the most challenging of environments

- 23 Standard Clad Colors available in 2604 and 2605 finish
- 20 Feature Clad Colors available in 2604 and 2605 finish (Custom color matching is also available)
- 7 Matte Clad Colors available in the 2604 finish only
- 8 anodized finishes

Hardware

Double hung lock available in champagne, white, bronze and black; optional finishes in faux bronze, oil rubbed bronze, satin nickel and bright brass

Performance Ratings

For current performance ratings, visit our website at windsorwindows.com and click on "Professional Information" in the menu bar



Pinnacle Double Hung & Glide-by

Features and Benefits

- [1] The warmth and beauty of Clear Select Pine, Douglas Fir or Natural Alder; can be painted or stained
- [2] Clad units offer a strong, durable extruded aluminum sash and frame for low maintenance; primed units offer the traditional appearance of decorative trim
- [3] Glass is replaceable in case of damage
- [4] Both tape and silicone glazed, with interior wood stops for superior strength and seal
- [5] EZ Tilt operation available for easy removal and replacement of sash (*double hung only*)
- [6] Recessed lock and keeper for a sleek appearance
- [7] Block and tackle balance system for ease of operation
- [8] Both sashes tilt in with compression or concealed jambliner for easy cleaning
- [9] No-finger pull option for hardware application

Sizes

Available in hundreds of standard and custom sizes

Glazing

- Windsor Glazing System provides 3/4" double pane insulated glass; Cardinal® LoE 366 glass standard; tinted, tempered, obscure and laminated glass available
- Glazed with tape and silicone sealant
- Custom and special glass types available
- Preserve protective film optional

Exterior Trim

- Clad windows available with WM 180 brickmould, Williamsburg, or 3-1/2" flat casing; 3/8", 1-1/4", 2-1/4" subsills
- Primed windows available with WM 180 brickmould, WM 180 brickmould with flange, williamsburg, 3-1/2" flat, 4-1/2" backband, 5-1/2" flat or plantation casing; double hung sill nose, 2" bull nose sill nose or belly sill nose

Grilles

Windsor Divided Lite (WDL) = simulated divided lite

- 7/8" and 1-1/4" perimeter grille
- 7/8" and 1-1/4" stick grille
- 3/4" and 1" profiled inner grille
- 13/16" flat inner grille
- 7/8" and 1-1/4" interior wood WDL
- 7/8" and 1-1/4" exterior clad WDL
- 7/8" and 1-1/4" exterior CPVC WDL (*primed*)
- 5/8", 7/8" and 1-1/4" short putty WDL
- 5/8", 7/8", 1-1/4" and 2" short contemporary WDL
- 2" exterior low profile simulated check rail
- 2" CPVC simulated check rail (*primed*)
- Standard and custom grille patterns available

Finishes

- Interior – Clad windows available in Clear Select Pine, Douglas Fir, Natural Alder, primed, painted white or painted black (*double hung only*) interior finishes; primed windows available in Clear Select Pine, primed or painted white interior finishes
- Exterior – Clad windows feature heavy-duty extruded aluminum cladding on sash and frame; primed windows (*double hung only*) offer an assortment of traditional trim options

Clad Colors

All clad colors painted in-house with the highly durable AAMA 2604 standard finish, or upgrade to AAMA 2605 for the most challenging of environments

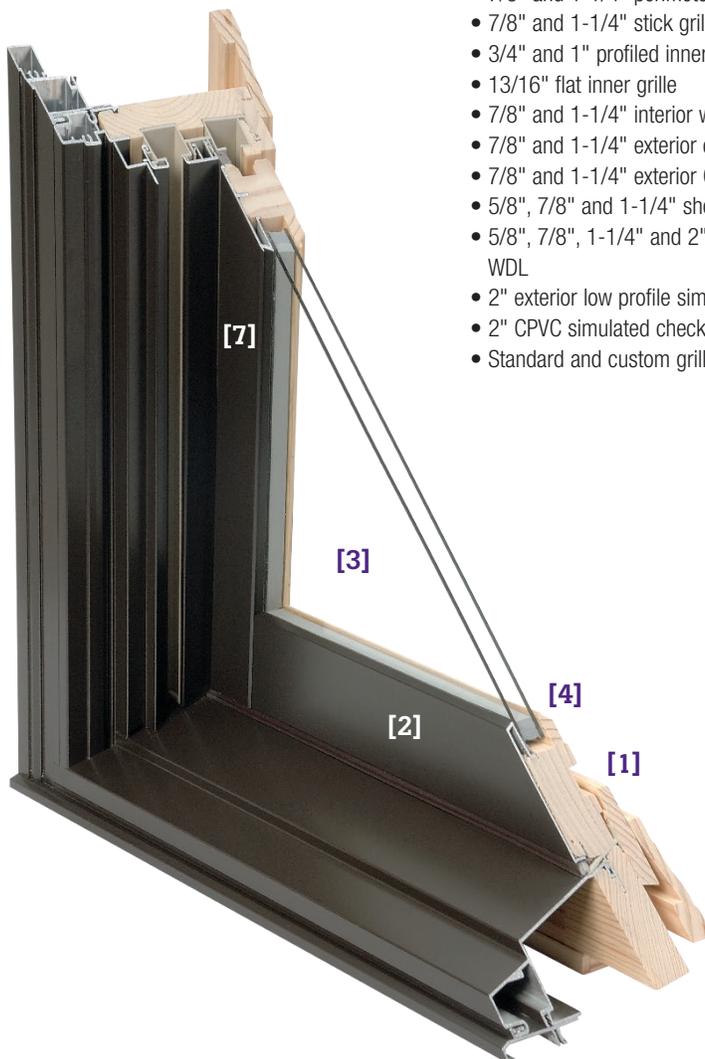
- 22 standard colors
- 21 feature colors; custom colors available
- 8 anodized finishes

Hardware

Double hung lock available in champagne, white, bronze and black; optional finishes in faux bronze, oil rubbed bronze, satin nickel and bright brass

Performance Ratings

For current performance ratings, visit our website at windsorwindows.com and click on "Professional Information" in the menu bar





Pinnacle Options & Accessories

Standard Clad Colors



Feature Clad Colors

Custom color matching is also available.



NOTE: Printing limitations prevent exact color/finish representation. See your Windsor distributor for actual samples.

Anodized Finishes



Clear

Champagne

Light Bronze

Medium Bronze

Dark Bronze

Extra Dark Bronze

Black

Copper

Interior Wood Species



Clear Select Pine

Douglas Fir

Natural Alder

Interior Finishes



Primed

Painted White

Painted Black

Radius Interior Trim

Custom-fitted wood trim for radius-shaped windows and radius-top doors is available in five moulding styles. All styles are available in Clear Select Pine, Oak, Douglas Fir and Natural Alder.



WM 324 • 2-1/4"
Shown in Clear Select Pine

WM 346 • 2-1/4"
Shown in Clear Select Pine

WM 356 • 2-1/4"
Shown in Oak

WM 366 • 2-1/4"
Shown in Douglas Fir

WM 444 • 3-1/2"
Shown in Natural Alder

Casement/Awning Crank and Finishes



Champagne

White

Bronze

Black



Faux Bronze

Oil Rubbed
Bronze

Satin Nickel

Bright Brass

Double Hung Lock and Finishes



Champagne

White

Bronze

Black



Faux Bronze

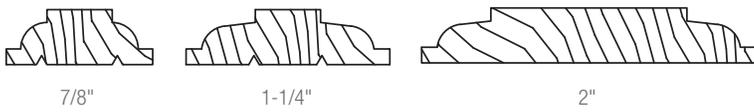
Oil Rubbed
Bronze

Satin Nickel

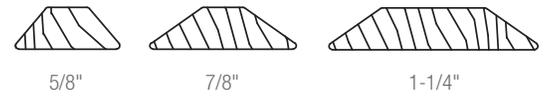
Bright Brass

Grille Profiles

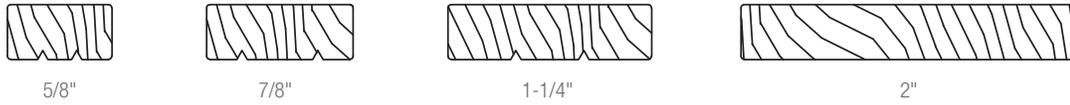
Interior Grilles – Ogee



Interior Grilles – Putty



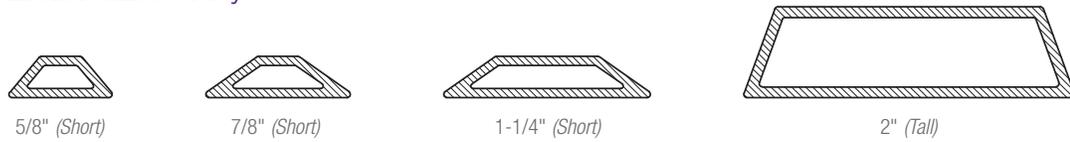
Interior Grilles – Contemporary



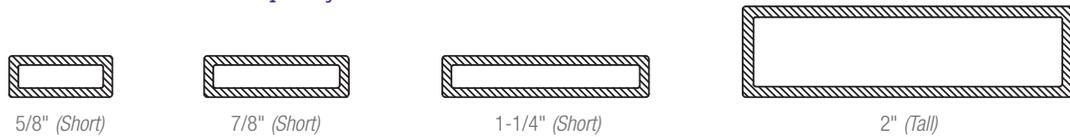
Exterior Grilles – Ogee



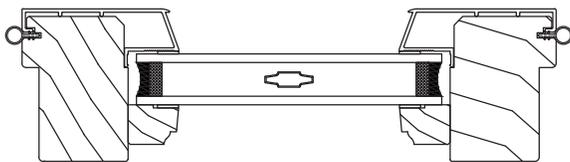
Exterior Grilles – Putty



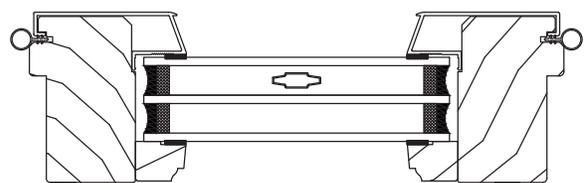
Exterior Grilles – Contemporary



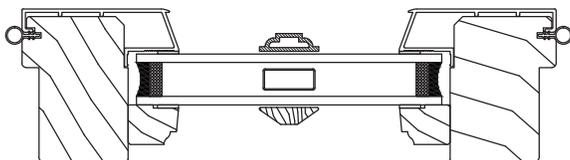
Grille Sections



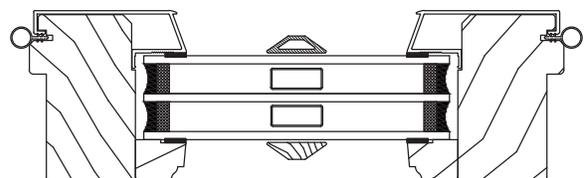
Standard Select IG with Inner Grille



Triple IG with Inner Grille



Standard Select IG with WDL
and Inner Bar



Triple IG with WDL
and Inner Bar



Proposal - Detailed

Pella Window and Door Showroom of Omaha
 9845 South 142nd Street
 Omaha, NE 68138
 Phone: (402) 493-1350 Fax: (402) 331-3076

Sales Rep Name: Lanik, Steven
 Sales Rep Phone: 402-672-5700
 Sales Rep E-Mail: stevelanik@pellaomaha.com
 Sales Rep Fax: 402-861-7970

Customer Information	Project/Delivery Address	Order Information
Cheever Construction Co 3425 N 44th Street LINCOLN, NE 68504 Primary Phone: (402) 477-6745 Mobile Phone: Fax Number: (402) 4772063 E-Mail: Contact Name: Great Plains #: CHEEVERCON Customer Number: 1002067672 Customer Account: 1000229263	Fremont City Auditorium, 925 N Broad Lot # County: Owner Name: Owner Phone:	Quote Name: Pella Reserve, installed Order Number: 230 Quote Number: 12703914 Order Type: Installed Sales Wall Depth: Payment Terms: Net 30 Days Tax Code: USETAX Cust Delivery Date: None Quoted Date: 6/10/2020 Contracted Date: Booked Date: Customer PO #:

Customer Notes: These are quoted with primed interiors per John's instructions. Primed interior add about \$80 per window.

Scope: Historic Pella Reserve Traditional, Clad exterior cranberry red kynar, tru-divided lite look, primed interior, frame expander, 3" interior trim, full interior screens on awnings and casements, 1/2 exterior screens on double hungs, shop drawings, installation as noted below.

Installation: removed sashes, knock off sash stops, maybe knock off brickmold, set windows into existing frame, level, plumb, square, predrill and screw thru frame, foam or rod and caulk... interior and exterior, apply frame expander (back caulk flange of frame expander and caulk frame expander to masonry), trim gap between new frame and existing frame with primed 3" jamb extension.

Line # **Location:** **Attributes**

Item Price	Qty	Ext'd Price
\$920.13	12	\$11,041.56

Pella® Reserve, Traditional, Awning Vent, 32 X 15.5, Cranberry



PK #
2060

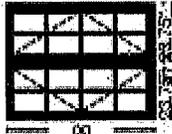
Viewed From Exterior

Rough Opening: 32 - 3/4" X 16 - 1/4"

1: Traditional, Non-Standard Size: Non-Standard Size Vent Awning
Frame Size: 32 X 15 1/2"
General Information: Standard, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Painted, Enduraclad Plus, Cranberry
Interior Color / Finish: Primed Interior
Sash / Panel: Putty Glaze, Ogee, Standard
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Top Pivot Hardware, Fold-Away Crank, Champagne, No Limited Opening Hardware, No Integrated Sensor, Right Jamb
Screen: Full Screen, Champagne, InView™
Performance Information: U-Factor 0.28, SHGC 0.26, VLT 0.48, CPD PEL-N-30-13229-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 11, Egress Not Applicable
Grille: No Grille,
Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 95".

Line # Location:

15 South 3rd



PK #
2060

Viewed From Exterior

Rough Opening: 48 - 1/4" X 68 - 3/4"

Attributes

Pella® Reserve, Traditional, 2-Wide Casement, 47.5 X 68, Cranberry

Item Price	Qty	Ext'd Price
\$1,943.27	1	\$1,943.27

1: Traditional, Non-Standard Size Non-Standard Size Left Casement

Frame Size: 23 3/4 X 68

General Information: Standard, Clad, Pine, 5", 3 11/16"

Exterior Color / Finish: Painted, Enduraclad Plus, Cranberry

Interior Color / Finish: Primed Interior

Sash / Panel: Putty Glaze, Ogee, Standard

Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Wash Hinge Hardware, Fold-Away Crank, Champagne, No Window Opening Control Device, No Limited Opening Hardware, No

Integrated Sensor

Screen: Full Screen, Champagne, InView™

Performance Information: U-Factor 0.29, SHGC 0.24, VLT 0.43, CPD PEL-N-11-21752-00002, Performance Class CW, PǦ 35, Calculated Positive DP

Rating 35, Calculated Negative DP Rating 35, Year Rated 11, Egress Does not meet typical United States egress, but may comply with local code

requirements

Grille: ILT, No Custom Grille, 7/8", Traditional (2W4H), Putty Glaze, Ogee

Vertical Mull 1: Factory Mull, Standard Joining Mullion, Frame To Frame Width- 0", Mull Design Pressure- 20

2: Traditional, Non-Standard Size Non-Standard Size Right Casement

Frame Size: 23 3/4 X 68

General Information: Standard, Clad, Pine, 5", 3 11/16"

Exterior Color / Finish: Painted, Enduraclad Plus, Cranberry

Interior Color / Finish: Primed Interior

Sash / Panel: Putty Glaze, Ogee, Standard

Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Wash Hinge Hardware, Fold-Away Crank, Champagne, No Window Opening Control Device, No Limited Opening Hardware, No

Integrated Sensor

Screen: Full Screen, Champagne, InView™

Performance Information: U-Factor 0.29, SHGC 0.24, VLT 0.43, CPD PEL-N-11-21752-00002, Performance Class CW, PǦ 35, Calculated Positive DP

Rating 35, Calculated Negative DP Rating 35, Year Rated 11, Egress Does not meet typical United States egress, but may comply with local code

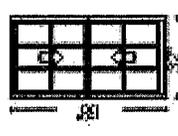
requirements

Grille: ILT, No Custom Grille, 7/8", Traditional (2W4H), Putty Glaze, Ogee

Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 231".

Line # **Location:** **Attributes**

20 South 2nd



PK #
2060

Pella® Reserve, Traditional, Double Hung, 32 X 68, Cranberry

1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal

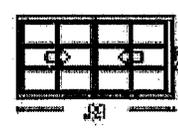
Frame Size: 32 X 68
 General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16"
 Exterior Color / Finish: Painted, EnduraClad Plus, Cranberry
 Interior Color / Finish: Primed Interior
 Sash / Panel: Putty Glaze, Ogee, Standard, No Sash Lugs
 Glass: Insulated Dual Low-E, Advanced Low-E Insulating Glass Argon Non High Altitude
 Hardware Options: Cam-Action Lock, Champagne, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor
 Screen: Half Screen, EnduraClad Plus, Cranberry, Standard, inView™
 Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.47, CPD PEL-N-232-00255-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08/11, Egress Meets Typical 5.7 sqft (E) (United States Only)
 Grille: ILT, No Custom Grille, 7/8", Traditional (3W2H / 3W2H), Putty Glaze, Ogee
 Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 200".

Item Price	Qty	Ext'd Price
\$1,124.63	12	\$13,495.56

Viewed From Exterior
 Rough Opening: 32 - 3/4" X 68 - 3/4"

Line # **Location:** **Attributes**

25 South 1st



PK #
2060

Pella® Reserve, Traditional, Double Hung, 32 X 68, Cranberry

1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal

Frame Size: 32 X 68
 General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16"
 Exterior Color / Finish: Painted, EnduraClad Plus, Cranberry
 Interior Color / Finish: Primed Interior
 Sash / Panel: Putty Glaze, Ogee, Standard, No Sash Lugs
 Glass: Insulated Dual Low-E, Advanced Low-E Insulating Glass Argon Non High Altitude
 Hardware Options: Cam-Action Lock, Champagne, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor
 Screen: Half Screen, EnduraClad Plus, Cranberry, Standard, inView™
 Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.47, CPD PEL-N-232-00255-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08/11, Egress Meets Typical 5.7 sqft (E) (United States Only)
 Grille: ILT, No Custom Grille, 7/8", Traditional (3W2H / 3W2H), Putty Glaze, Ogee
 Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 200".

Item Price	Qty	Ext'd Price
\$1,124.63	3	\$3,373.89

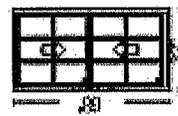
Viewed From Exterior
 Rough Opening: 32 - 3/4" X 68 - 3/4"

Line # **Location:** **Attributes**

Item Price	Qty	Ext'd Price
\$1,223.60	1	\$1,223.60

Pella® Reserve, Traditional, Double Hung, 32 X 68, Cranberry

30 South 1st Temper



1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal

Frame Size: 32 X 68

General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16"

Exterior Color / Finish: Painted, EnduraClad Plus, Cranberry

Interior Color / Finish: Primed Interior

Sash / Panel: Putty Glaze, Ogee, Standard, No Sash Lugs

Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Cam-Action Lock, Champagne, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor

Screen: Half Screen, EnduraClad Plus, Cranberry, Standard, InView™

Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.46, CPD PEL-N-232-00259-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08/11, Egress Meets Typical 5.7 sqft (E) (United States Only)

Grille: ILT, No Custom Grille, 7/8", Traditional (3W2H / 3W2H), Putty Glaze, Ogee

Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 200"

PK #
2060

Viewed From Exterior

Rough Opening: 32 - 3/4" X 68 - 3/4"

Line # **Location:** **Attributes**

Item Price	Qty	Ext'd Price
\$1,353.88	6	\$8,123.28

Pella® Reserve, Traditional, Double Hung, 38 X 74, Cranberry

35 South 1st Temper



1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal

Frame Size: 38 X 74

General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16"

Exterior Color / Finish: Painted, EnduraClad Plus, Cranberry

Interior Color / Finish: Primed Interior

Sash / Panel: Putty Glaze, Ogee, Standard, No Sash Lugs

Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Cam-Action Lock, Champagne, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor

Screen: Half Screen, EnduraClad Plus, Cranberry, Standard, InView™

Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.46, CPD PEL-N-232-00259-00001, Performance Class CW, PG 45, Calculated Positive DP Rating 45, Calculated Negative DP Rating 45, Year Rated 08/11, Egress Meets Typical 5.7 sqft (E) (United States Only)

Grille: ILT, No Custom Grille, 7/8", Traditional (3W2H / 3W2H), Putty Glaze, Ogee

Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 224"

PK #
2060

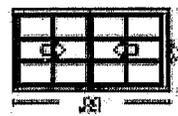
Viewed From Exterior

Rough Opening: 38 - 3/4" X 74 - 3/4"

Line # Location: Attributes

Item Price	Qty	Ext'd Price
\$1,124.63	5	\$5,623.15

Pella® Reserve, Traditional, Double Hung, 32 X 68, Cranberry



1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal
 Frame Size: 32 X 68
 General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16"
 Exterior Color / Finish: Painted, EnduraClad Plus, Cranberry
 Interior Color / Finish: Primed Interior
 Sash / Panel: Putty Glaze, Ogee, Standard, No Sash Lugs
 Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
 Hardware Options: Cam-Action Lock, Champagne, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor
 Screen: Half Screen, EnduraClad Plus, Cranberry, Standard, InView™
 Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.47, CPD PEL-N-232-00255-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08/11, Egress Meets Typical 5.7 sqft (E) (United States Only)
 Grille: ILT, No Custom Grille, 7/8", Traditional (3W2H / 3W2H), Putty Glaze, Ogee
 Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 200".

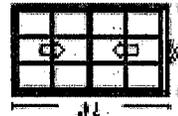
PK #
2060

Viewed From Exterior
 Rough Opening: 32 - 3/4" X 68 - 3/4"

Line # Location: Attributes

Item Price	Qty	Ext'd Price
\$1,243.03	7	\$8,701.21

Pella® Reserve, Traditional, Double Hung, 38 X 74, Cranberry



1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal
 Frame Size: 38 X 74
 General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16"
 Exterior Color / Finish: Painted, EnduraClad Plus, Cranberry
 Interior Color / Finish: Primed Interior
 Sash / Panel: Putty Glaze, Ogee, Standard, No Sash Lugs
 Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
 Hardware Options: Cam-Action Lock, Champagne, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor
 Screen: Half Screen, EnduraClad Plus, Cranberry, Standard, InView™
 Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.47, CPD PEL-N-232-00255-00001, Performance Class CW, PG 45, Calculated Positive DP Rating 45, Calculated Negative DP Rating 45, Year Rated 08/11, Egress Meets Typical 5.7 sqft (E) (United States Only)
 Grille: ILT, No Custom Grille, 7/8", Traditional (3W2H / 3W2H), Putty Glaze, Ogee
 Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 224".

PK #
2060

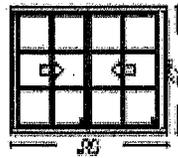
Viewed From Exterior
 Rough Opening: 38 - 3/4" X 74 - 3/4"

Line # **Location:** **Attributes**

Item Price	Qty	Ext'd Price
\$1,276.75	2	\$2,553.50

Pella® Reserve, Traditional, Double Hung, 42 X 58, Cranberry

50 East 1st Temper



PK #
2060

1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal

Frame Size: 42 X 58

General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16"

Exterior Color / Finish: Painted, EnduraClad Plus, Cranberry

Interior Color / Finish: Primed Interior

Sash / Panel: Putty Glaze, Ogee, Standard, No Sash Lugs

Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Cam-Action Lock, Champagne, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor

Screen: Half Screen, EnduraClad Plus, Cranberry, Standard, InView™

Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.46, CPD PEL-N-232-00259-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08|11, Egress Meets Typical 5.7 sqft (E) (United States Only)

Grille: ILT, No Custom Grille, 7/8", Traditional (3W2H / 3W2H), Putty Glaze, Ogee

Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 200".

Viewed From Exterior

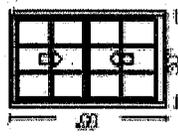
Rough Opening: 42 - 3/4" X 58 - 3/4"

Line # **Location:** **Attributes**

Item Price	Qty	Ext'd Price
\$1,082.32	3	\$3,246.96

Pella® Reserve, Traditional, Double Hung, 30 X 55, Cranberry

55 East 2nd



PK #
2060

1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal

Frame Size: 30 X 55

General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16"

Exterior Color / Finish: Painted, EnduraClad Plus, Cranberry

Interior Color / Finish: Primed Interior

Sash / Panel: Putty Glaze, Ogee, Standard, No Sash Lugs

Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Cam-Action Lock, Champagne, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor

Screen: Half Screen, EnduraClad Plus, Cranberry, Standard, InView™

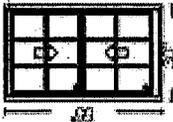
Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.47, CPD PEL-N-232-00255-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08|11, Egress Does not meet typical United States egress, but may comply with local code requirements

Grille: ILT, No Custom Grille, 7/8", Traditional (3W2H / 3W2H), Putty Glaze, Ogee

Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 170".

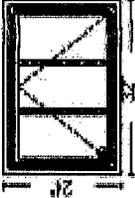
Viewed From Exterior

Rough Opening: 30 - 3/4" X 55 - 3/4"

Line #	Location:	Attributes	Item Price	Qty	Extd Price
60	East 2nd Tempered	 <p>Viewed From Exterior Rough Opening: 30 - 3/4" X 55 - 3/4"</p>	\$1,166.45	1	\$1,166.45

Pella® Reserve, Traditional, Double Hung, 30 X 55, Cranberry

1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal
 Frame Size: 30 X 55
 General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16"
 Exterior Color / Finish: Painted, EnduraClad Plus, Cranberry
 Interior Color / Finish: Primed Interior
 Sash / Panel: Putty Glaze, Ogee, Standard, No Sash Lugs
 Glass: Insulated Dual Tempered Low-E, Advanced Low-E Insulating Glass Argon Non High Altitude
 Hardware Options: Cam-Action Lock, Champagne, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor
 Screen: Half Screen, EnduraClad Plus, Cranberry, Standard, InView™
 Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.46, CPD PEL-N-232-00259-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08/11, Egress Does not meet typical United States egress, but may comply with local code requirements
 Grille: ILT, No Custom Grille, 7/8", Traditional (3W2H / 3W2H), Putty Glaze, Ogee
 Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 170".

Line #	Location:	Attributes	Item Price	Qty	Extd Price
65	East LL Temp	 <p>Viewed From Exterior Rough Opening: 32 - 3/4" X 24 - 3/4"</p>	\$706.85	4	\$2,827.40

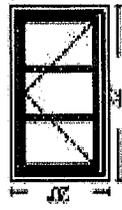
Pella® Reserve, Traditional, Awning Vent, 32 X 24, Cranberry

1: Traditional, Non-Standard Size Non-Standard Size Vent Awning
 Frame Size: 32 X 24
 General Information: Standard, Clad, Pine, 5", 3 11/16"
 Exterior Color / Finish: Painted, EnduraClad Plus, Cranberry
 Interior Color / Finish: Primed Interior
 Sash / Panel: Putty Glaze, Ogee, Standard
 Glass: Insulated Dual Tempered Low-E, Advanced Low-E Insulating Glass Argon Non High Altitude
 Hardware Options: Wash Hinge Hardware, Fold-Away Crank, Champagne, No Limited Opening Hardware, No Integrated Sensor, Right Jamb
 Screen: Full Screen, Champagne, InView™
 Performance Information: U-Factor 0.29, SHGC 0.23, VLT 0.43, CPD PEL-N-30-13426-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 11, Egress Not Applicable
 Grille: ILT, No Custom Grille, 7/8", Traditional (3W1H), Putty Glaze, Ogee
 Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 112".

Line # **Location:** **Attributes**

Item Price	Qty	Ext'd Price
\$633.25	4	\$2,533.00

Pella® Reserve, Traditional, Awning Vent, 32 X 20, Cranberry



PK #
2060

Viewed From Exterior
Rough Opening: 32 - 3/4" X 20 - 3/4"

1: Traditional, Non-Standard Size Non-Standard Size Vent Awning
Frame Size: 32 X 20
General Information: Standard, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Painted, Enduraclad Plus, Cranberry
Interior Color / Finish: Primed Interior
Sash / Panel: Putty Glaze, Ogee, Standard
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Wash Hinge Hardware, Fold-Away Crank, Champagne, No Limited Opening Hardware, No Integrated Sensor, Right Jamb
Screen: Full Screen, Champagne, InView™
Performance Information: U-Factor 0.29, SHGC 0.23, VLT 0.43, CPD PEL-N-30-13426-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 11, Egress Not Applicable
Grille: ILT, No Custom Grille, 7/8", Traditional (3W1H), Putty Glaze, Ogee
Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 104".

Line # **Location:** **Attributes**

Item Price	Qty	Ext'd Price
\$706.85	4	\$2,827.40

Pella® Reserve, Traditional, Awning Vent, 32 X 24, Cranberry



PK #
2060

Viewed From Exterior
Rough Opening: 32 - 3/4" X 24 - 3/4"

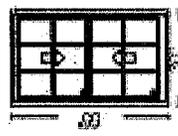
1: Traditional, Non-Standard Size Non-Standard Size Vent Awning
Frame Size: 32 X 24
General Information: Standard, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Painted, Enduraclad Plus, Cranberry
Interior Color / Finish: Primed Interior
Sash / Panel: Putty Glaze, Ogee, Standard
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Wash Hinge Hardware, Fold-Away Crank, Champagne, No Limited Opening Hardware, No Integrated Sensor, Right Jamb
Screen: Full Screen, Champagne, InView™
Performance Information: U-Factor 0.29, SHGC 0.23, VLT 0.43, CPD PEL-N-30-13426-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 11, Egress Not Applicable
Grille: ILT, No Custom Grille, 7/8", Traditional (3W1H), Putty Glaze, Ogee
Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 112".

Line # **Location:** **Attributes**

Item Price	Qty	Ext'd Price
\$1,166.45	1	\$1,166.45

Pella® Reserve, Traditional, Double Hung, 30 X 55, Cranberry

80 West 2nd Tempered



PK #
2060

Viewed From Exterior

Rough Opening: 30 - 3/4" X 55 - 3/4"

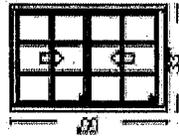
1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal Frame Size: 30 X 55
General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Painted, EnduraClad Plus, Cranberry
Interior Color / Finish: Primed Interior
Sash / Panel: Putty Glaze, Ogee, Standard, No Sash Lugs
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, Champagne, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor
Screen: Half Screen, EnduraClad Plus, Cranberry, Standard, InView™
Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.46, CPD PEL-N-232-00259-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08/11, Egress Does not meet typical United States egress, but may comply with local code requirements
Grille: ILT, No Custom Grille, 7/8", Traditional (3W2H / 3W2H), Putty Glaze, Ogee
Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 170".

Line # **Location:** **Attributes**

Item Price	Qty	Ext'd Price
\$1,185.73	1	\$1,185.73

Pella® Reserve, Traditional, Double Hung, 33 X 55, Cranberry

85 West 1st Tempered



PK #
2060

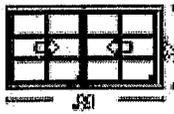
Viewed From Exterior

Rough Opening: 33 - 3/4" X 55 - 3/4"

1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal Frame Size: 33 X 55
General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Painted, EnduraClad Plus, Cranberry
Interior Color / Finish: Primed Interior
Sash / Panel: Putty Glaze, Ogee, Standard, No Sash Lugs
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, Champagne, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor
Screen: Half Screen, EnduraClad Plus, Cranberry, Standard, InView™
Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.46, CPD PEL-N-232-00259-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08/11, Egress Does not meet typical United States egress, but may comply with local code requirements
Grille: ILT, No Custom Grille, 7/8", Traditional (3W2H / 3W2H), Putty Glaze, Ogee
Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 176".

Line # **Location:** **Attributes**

90 West 2nd/1 Tempered



PK #
2060

Viewed From Exterior

Rough Opening: 32 - 3/4" X 68 - 3/4"

Pella® Reserve, Traditional, Double Hung, 32 X 68, Cranberry

1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal

Frame Size: 32 X 68

General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16"

Exterior Color / Finish: Painted, EnduraClad Plus, Cranberry

Interior Color / Finish: Primed Interior

Sash / Panel: Putty Glaze, Ogee, Standard, No Sash Lugs

Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Cam-Action Lock, Champagne, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor

Screen: Half Screen, EnduraClad Plus, Cranberry, Standard, InView™

Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.46, CPD PEL-N-232-00259-00001, Performance Class CW, PG 50, Calculated Positive DP

Rating 50, Calculated Negative DP Rating 50, Year Rated 08/11, Egress Meets Typical 5.7 sqft (E) (United States Only)

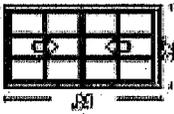
Grille: ILT, No Custom Grille, 7/8", Traditional (3W2H / 3W2H), Putty Glaze, Ogee

Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 200".

Item Price	Qty	Ext'd Price
\$1,223.60	2	\$2,447.20

Line # **Location:** **Attributes**

95 West 3rd



PK #
2060

Viewed From Exterior

Rough Opening: 32 - 3/4" X 68 - 3/4"

Pella® Reserve, Traditional, Double Hung, 32 X 68, Cranberry

1: Traditional, Non-Standard Size Non-Standard Size Double Hung, Equal

Frame Size: 32 X 68

General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16"

Exterior Color / Finish: Painted, EnduraClad Plus, Cranberry

Interior Color / Finish: Primed Interior

Sash / Panel: Putty Glaze, Ogee, Standard, No Sash Lugs

Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Hardware Options: Cam-Action Lock, Champagne, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor

Screen: Half Screen, EnduraClad Plus, Cranberry, Standard, InView™

Performance Information: U-Factor 0.29, SHGC 0.25, VLT 0.47, CPD PEL-N-232-00255-00001, Performance Class CW, PG 50, Calculated Positive DP

Rating 50, Calculated Negative DP Rating 50, Year Rated 08/11, Egress Meets Typical 5.7 sqft (E) (United States Only)

Grille: ILT, No Custom Grille, 7/8", Traditional (3W2H / 3W2H), Putty Glaze, Ogee

Wrapping Information: No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 200".

Item Price	Qty	Ext'd Price
\$1,124.63	3	\$3,373.89

Line # Location: Attributes

Item Price	Qty	Ext'd Price
\$680.00	72	\$47,520.00

COMMINST099 - Commercial install Pricing

100 None Assigned

Line # Location: Attributes

Item Price	Qty	Ext'd Price
\$39.74	118	\$4,689.32

2 1/2" Frame Expander, Length: 144, Cranberry

1: Accessory

Frame Size: 1 X 1

General Information: 2 1/2" Frame Expander

Exterior Color / Finish: Painted, Enduraclad Plus, Cranberry

Wrapping Information: Perimeter Length = 0".

PK #
2060



Viewed From Exterior

Rough Opening:

Line # Location: Attributes

Item Price	Qty	Ext'd Price
\$44.33	118	\$5,230.94

3 1/2" w/kerf Solid Jamb Extension, Length: 144, Primed. Wood Type: Pine

1: Accessory

Frame Size: 1 X 1

General Information: Pine, 3 1/2" w/kerf Solid Jamb Extension

Interior Color / Finish: Primed Interior

Wrapping Information: Perimeter Length = 0".

PK #
2060



Viewed From Exterior

Rough Opening:

Customer: Cheever Construction Co

Project Name: Fremont City Auditorium, 925 N Broad

Quote Number: 12703914

Line #	Location	Attributes	Item Price	Qty	Ext'd Price
115	None Assigned	SHOPDRAWINGS - Shop Drawings	\$1,336.00	1	\$1,336.00

Thank You For Your Interest In Pella® Products

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Printed on 6/12/2020

Detailed Proposal

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at [insynctive.pella.com](https://www.pella.com/insynctive). By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at [pella.com](https://www.pella.com).

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor **AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS.** You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellaesupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellaesupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. **D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.**

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC). Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the [Pella® website at www.pella.com](http://www.pella.com)

Customer: Cheever Construction Co

Project Name: Fremont City Auditorium, 925 N Broad

Quote Number: 12703914

and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mullled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

TERMS & CONDITIONS:

EXPIRATION DATE OF PROPOSAL : This proposal is valid for 30 days from the proposal date shown in the heading of this proposal form.

PAYMENT TERMS: Remodeling or replacement orders placed by homeowners require a 50% downpayment in advance of the order being placed. For remodeling or replacement jobs installed by our company, the customer can withhold a maximum of 5% of the contract price until the job is completed to the customer's satisfaction should any issues arise during completion of the work. Service parts ordered by our company which are not covered by the Pella warranty (see WARRANTY paragraph) must be paid for in full prior to scheduling or commencement of any service work by our company.

WARRANTY: Pella® products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details. Neither Pella Corporation nor Pella Products of Omaha and Lincoln will be bound by any other warranty. Please be aware that product which is not fully paid for is not covered by the warranty.

RETURN FEES: A 50% Fee will be charged for all items cancelled by the customer after the Last Revision Date. Your salesrep can provide you with information related to Last Revision Dates.

PREFINISHING: For remodeling or replacement orders placed by homeowners, Pella Products of Omaha and Lincoln offers painting & staining applications prior to installation of our products. Custom colors are available, but require customer's written acceptance of our "prefinishing agreement". (See Prefinishing attachment.) We reserve the right to final color decisions on paint & stain colors.

DAMAGED PRODUCT: Product delivered to New or Commercial Construction jobs which is received damaged, must be reported to our Customer Service within 10 calendar days of date of delivery. Damaged product reported after 10 calendar days of delivery will be considered jobsite damage and will be billable by our company.

MISSING PRODUCT: Product delivered by our company and found to be missing from the jobsite must be reported to our Customer Service within 10 calendar days of the delivery date, or the product will be considered stolen or disposed of at the jobsite and replacement product will be billable by our company.

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Printed on 6/12/2020

Detailed Proposal

Page 15 of 16

Customer: Cheever Construction Co

Project Name: Fremont City Auditorium, 925 N Broad

Quote Number: 12703914

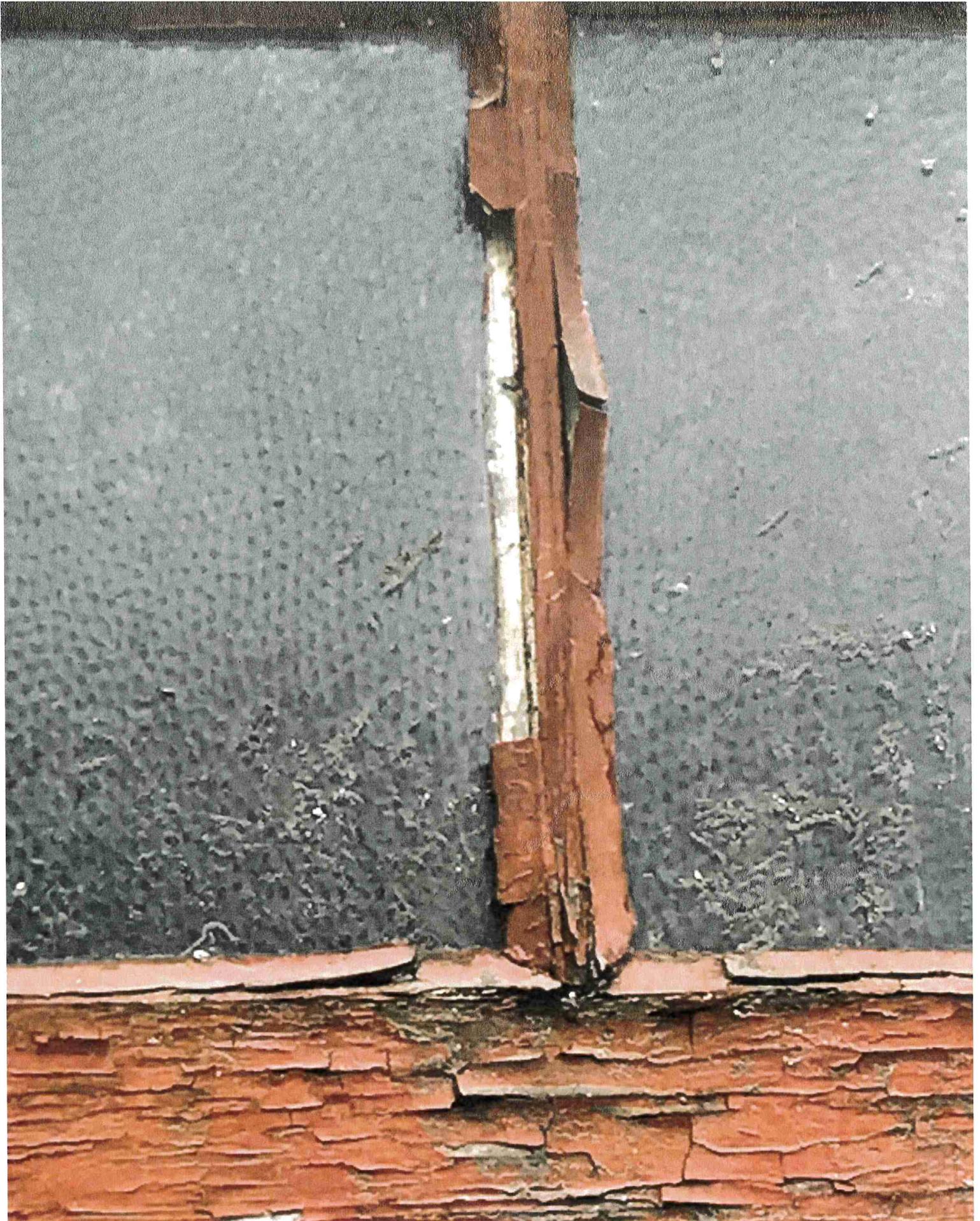
Customer Name _____ (Please print)
 Customer Signature _____
 Date _____

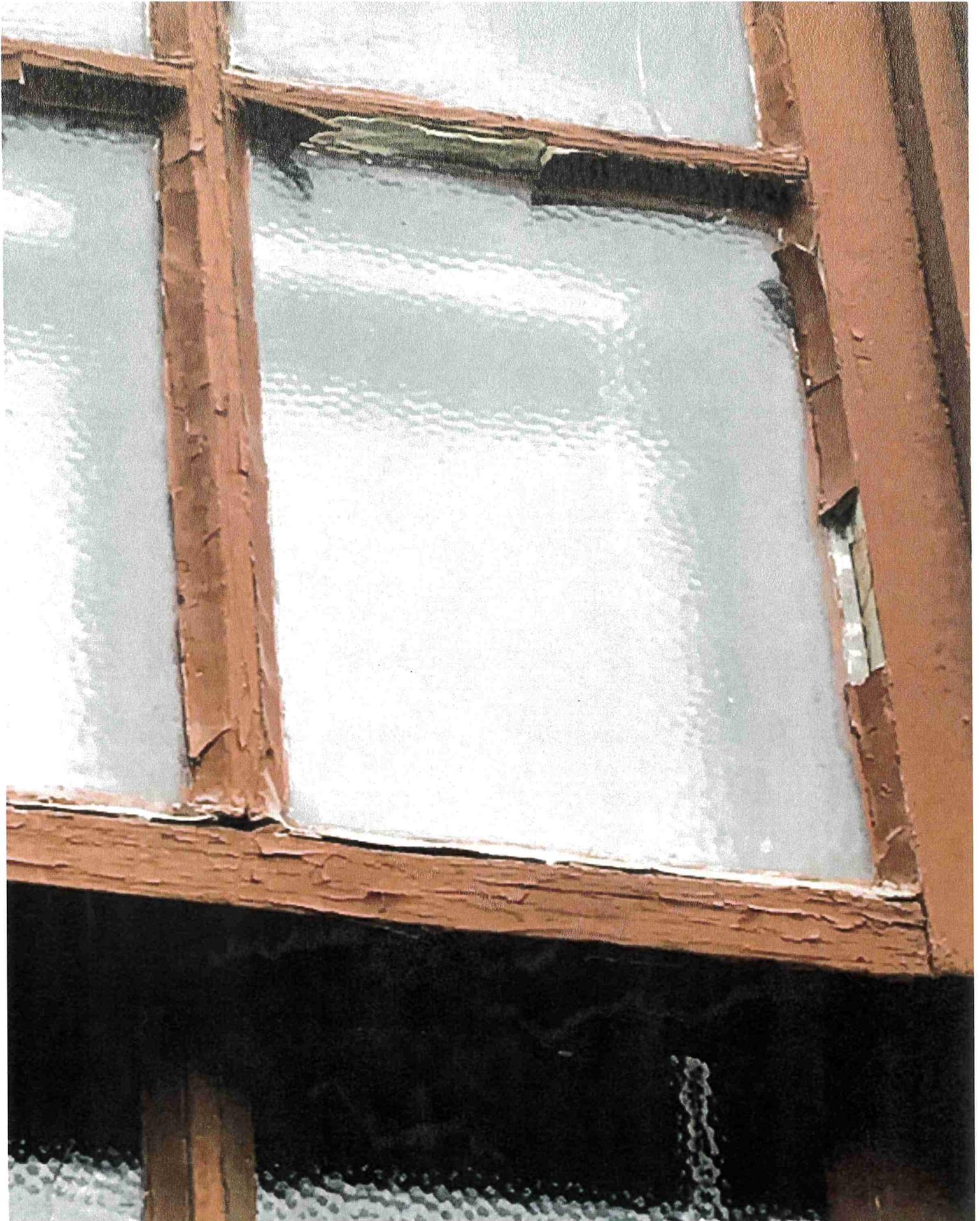
Pella Sales Rep Name _____ (Please print)
 Pella Sales Rep Signature _____
 Date _____

Order Totals	
Taxable Subtotal	\$86,773.76
Sales Tax @ 0%	\$0.00
Non-taxable Subtotal	\$48,856.00
Total	\$135,629.76
Deposit Received	\$0.00
Amount Due	\$135,629.76

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com





















RESOLUTION NO. 2020-152

A Resolution of the City Council of the City of Fremont, Nebraska, accept, approve, and authorize the Mayor to sign the change order submitted by Cheever Construction to replace the windows at the City Auditorium in the amount of \$96,882.00.

WHEREAS, plans for the windows at the City Auditorium called for cleaning and painting; and,

WHEREAS, it was determined by Cheever Construction and Schemmer Associates that the windows have exceeded their life cycle; and,

WHEREAS, Cheever Construction and Schemmer Associates recommend replacing the windows; and,

WHEREAS, Cheever Construction requested bids for the project and determined the most responsible bid was submitted by Chicago Windows.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont accept and approve the change order submitted by Cheever Construction in the amount of \$96,882.00.

PASSED AND APPROVED THIS 28th DAY OF JULY, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and Fremont City Council
FROM: Alan Kaspar, Director of Electrical Engineering
Troy Schaben, Assistant City Administrator Utilities
DATE: July 28, 2020
SUBJECT: Purchase of 72.5kV Power Circuit Breakers

Recommendation: Approve resolution awarding contract for Purchase of 72.5kV Power Circuit Breakers to Graybar Electric Company Inc.

Background:

A new substation, Substation H, will be constructed to serve additional electrical demand from upgrades and additions to Wholestone Farms facilities. Due to long lead-times, high-voltage power circuit breakers are typically purchased before substation construction begins in order to have them in service by the required energization date.

Bids were solicited and received for the purchase of four 72.5kV Power Circuit Breakers. Bids were opened and read aloud at 2:00pm on July 7, 2020. Three bids were received:

Manufacturer	Manufacturer's Rep.	Lump Sum Base Bid	Adjusted for Taxes	Bid Bond
Siemens Energy Solutions Inc.	Energy Solutions Inc.	\$146,040.00	\$156,262.80	Not Included
ABB	Power Delivery Services, Inc.	\$163,544.00	\$174,992.08	Y
General Electric (GE)	Graybar Electric Company Inc.	\$146,511.86	\$154,071.44	Y

The 'Adjusted for Taxes' column in the bid tabulation accounts for taxes excluded from the base bids received, for comparison purposes. Lump Sum Base Bids from Energy Solutions Inc. and Power Delivery Services, Inc. did not include State of NE sales tax. The Lump Sum Base Bid from Graybar Electric Company Inc. only included enough State of NE sales tax to cover one circuit breaker, instead of four.

Staff has determined Graybar Electric Company Inc. to be the lowest responsible bidder. Staff recommends that City Council approve resolution to award the Contract for Purchase of 72.5kV Power Circuit Breakers to Graybar Electric Company Inc. in the amount of \$154,071.44.

The Utility & Infrastructure Board approved this recommendation with a 3-0 vote at their meeting on July 14th, 2020.

Fiscal Impact:

Wholestone Farms has agreed to reimburse the City for 63.63%, or \$98,035.66, to purchase these circuit breakers. The remaining 36.37%, or \$56,035.78, is the City's fiscal impact for this purchase, and is within the current capital budget.

Bid Proposal Form

Project: **72.5kV POWER CIRCUIT BREAKERS**
City of Fremont, Nebraska - Department of Utilities

This Bid is Submitted to (Buyer): Attn: Tyler Ficken, City Clerk
City of Fremont - Department of Utilities
400 East Military Avenue
Fremont, NE 68025

This Bid is Submitted by (Bidder): Coraybar Electric Company
4360 S. 90th Street Inc
Omaha NE 68127

1.1 This Bid for 72.5kV Power Circuit Breakers is submitted to: City of Fremont, Nebraska, Department of Utilities, herein after referred to as Buyer.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Buyer in the form included with the Bidding Documents to furnish all Goods and Special Services as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions in the Bidding Documents.

2.1 Bidder accepts all terms and conditions of the Agreement, the Notice to Bidders and Public Hearing and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

2.2 Bidder accepts the provisions of the Agreement as to the assignment of the Contract to furnish the Goods and Special Services.

3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

3.1.1 Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum Number	Addendum Date
_____	_____
_____	_____
_____	_____

3.1.2 If specified, or if in Bidder's judgment, any local condition may affect cost, progress or the furnishing of Goods and Special Services, Bidder has visited the Point of Destination and become familiar with and is satisfied as to the general,

local, and Point of Destination conditions that may affect cost, progress, and the Furnishing of Goods and Special Services.

- 3.1.3 Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of Goods and Special Services.
- 3.1.4 Bidder declares that he has examined to his own satisfaction the Drawings, Specifications, and other Bidding Documents, the character and location of the point of destination, the conformation of the ground, the character, quality and quantity of materials to be supplied, the character of equipment and facilities needed preliminary to and during the prosecution of the furnishing of Goods and Special Services, the general and local conditions, and other matters which can affect the furnishing of Goods and Special Services under this contract; and that this proposal is made with full knowledge of the intent and purpose of the same. Bidder further declares that in respect to these matters he is not relying upon any representation made to him by any officer, agent, or employee of the Buyer, or by any other person on behalf of Buyer, but that he relies solely upon his own investigation.
- 3.1.5 Bidder has given Buyer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Buyer is acceptable to Bidder.
- 3.1.6 The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.
- 3.1.7 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Buyer.
- 3.1.8 The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final. It is proposed to furnish Goods and Special Services at the prices set out for each item.

- 4.1 Bidder will furnish (FOB Point of Destination) four (4) 72.5kV Power Circuit Breakers Goods and Special Services in accordance with the Contract Documents for the following price, including sales tax:

Lump Sum Base Bid for four (4) 72.5kV Power Circuit Breakers:

one hundred forty six thousand five - Dollars \$ 146,511.86
(Use Words) hundred eleven dollars (Use Figures) 86 cents

154,071.44

5.1 Bidder agrees that the Furnishing of Goods and Special Services will be substantially completed on or before February 28th, 2021 and completed and ready for final payment in accordance with paragraph 10.6 of the General Conditions on or before March 31st, 2021.

6.1 Attached is a Bid Security in the amount of at least 5% of the total as indicated above. In case of default or failure on the part of the undersigned to enter into said contract for the construction of the above work and to furnish the required bond within ten days, it is hereby agreed that the accompanying Bid Security may be cashed and deposited with the Buyer, and it is further agreed that in that case the Sum of

Seventhsandothreethundredtwentyfive Dollars \$ 7325.59
(Use Words) dollars + 59 cents (Use Figures)

is the amount of the Bid Security accompanying this proposal, is the fair measure of the amount of the damages that the City of Fremont, Nebraska, Department of Utilities will sustain in case the undersigned shall fail or refuse to enter into the Agreement or furnish bond if said Contract is awarded to him.

7.1 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions and the Supplementary Conditions.

Respectfully submitted on 6-7 2020.

Firm Name Coraybar Electric Company Inc (SEAL)

Doing Business As Coraybar Electric Company Inc

State of Incorporation New York

Type [Individual, Partnership, Joint Venture, Corporation (General Business, Professional, Service, Limited Liability)]

Corporation Seal attached to Bid Bond

By CORREY DYRESTAD
(Typed or Printed) – (Attach evidence of authority to sign)

[Signature]
(Signature)

Attest [Signature]

Title BRANCH MANAGER

Business Address 4360 S. 90TH ST.

OMAHA NE 68127

Phone Number 402-592-7676

Procurement Agreement

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

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

1.0 Goods and Special Services

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

Provide (4) 72.5kV SF6 Outdoor Power Circuit Breakers to: City of Fremont – Department of Utilities, 1320 East Cloverly, Fremont, Nebraska, 68025.

2.0 The Project

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

City of Fremont, Nebraska, Department of Utilities
72.5kV Power Circuit Breakers

3.0 Point of Destination

- 3.1 The place where the Goods are to be delivered is defined in the General Conditions as the Point of Destination and is designated as: City of Fremont – Department of Utilities, 1320 East Cloverly, Fremont, Nebraska, 68025.

4.0 Contract Times

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

4.2 Date of Submittal of Shop Drawings

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

4.3 Dates of Delivery of Goods

- 4.3.1 The Goods (four 72.5kV Power Circuit Breakers) to be delivered FOB Point of Destination on or before:

_____ ,20_____.

5.0 Contract Price

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

5.1.1 For the furnishing of all Goods and Special Services other than Unit Price Work, a Lump Sum of (four 72.5kV Power Circuit Breakers):

_____ Dollars \$ _____
(Use Words) (Use Figures)

6.0 Payment Procedures

6.1 Seller shall submit Applications for payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Buyer as provided in the General Conditions.

6.2 Progress Payments

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

6.2.1 Upon receipt of the first Application for Payment submitted in accordance with Paragraph 10.1.A.1 of the General Conditions in accordance with Paragraph 10.2.A of the General Conditions, an amount equal to 10 percent of the Base Bid, less such amounts as may be determined in accordance with Paragraph 10.2.A.3 of the General Conditions.

6.2.2 Upon receipt of the second such Application for Payment in accordance with Paragraph 10.1.A.2 of the General Conditions, an amount sufficient to increase total payments to Seller to 90 percent of the Base Bid, less such amounts as may be determined in accordance with Paragraph 10.2.A.3 of the General Conditions.

6.3 Final Payment

6.3.1 Upon receipt of the final Application for Payment in accordance with Paragraph 10.6 of the General Conditions, Buyer shall pay the remainder (10 percent) of the Contract Price as provided in said paragraph 5.1.1.

7.0 Seller's Representations

- 7.1 In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
- 7.1.1 Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - 7.1.2 Seller if specified or if, in Seller's judgment, any local condition may affect cost, progress or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and become familiar with and is satisfied as to the general, local and Point of Destination conditions that may affect cost, progress, or performance of the furnishing of Goods and Special Services.
 - 7.1.3 Seller is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and the furnishing of Goods and Special Services.
 - 7.1.4 Seller has carefully studied and correlated the information known to Seller, and information and observations obtained from Seller's visits, if any to the Point of Destination, with the Contract Documents.
 - 7.1.5 Seller has given Buyer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by Buyer is acceptable to Seller.
 - 7.1.6 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing of the Goods and Special Services.

8.0 Contract Documents

8.1 Contents

- 8.1.1 The Contract Documents consist of the following:
- 8.1.1.1 This Procurement Agreement (pages 1 to 5, inclusive);
 - 8.1.1.2 Performance Bond (pages 1 to 2, inclusive);
 - 8.1.1.3 Bid Bond (pages 1 to 2, inclusive);
 - 8.1.1.4 General Conditions (pages 1 to 18, inclusive);
 - 8.1.1.5 Supplementary Conditions (pages 1 to 3, inclusive);
 - 8.1.1.6 Specifications as listed in the table of contents of the Contract Documents;

8.1.1.7 Addenda (numbers to inclusive);

8.1.1.8 Exhibits to this Agreement (enumerated as follows);

8.1.1.8.1 Seller's Bid (pages 1 to 3, inclusive);

8.1.1.8.2 Documentation Submitted to Seller prior to Notice of Award;

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

8.1.1.9.1 Written Amendments;

8.1.1.9.2 Notice to Proceed;

8.1.1.9.3 Written Interpretation(s);

8.1.1.9.4 Change Order(s).

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

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

8.1.4 The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.4 of the General Conditions.

8.2 Terms

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

8.3 Successors and Assigns

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

8.4 Severability

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

9.0 Additional Agreement Stipulations

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

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

This Agreement will be effective on _____, 202__, which is the Effective Date of this Agreement.

BUYER:

SELLER:

By: _____

By: _____

Title: Chairman – Utility and Infrastructure Board Title: _____

Attest: _____ Attest: _____

Title: Secretary – Utility and Infrastructure Board Title: _____

By: _____

Title: Mayor – City of Fremont

Attest: _____

Title: City Clerk – City of Fremont

Address for giving Notices:

Address for giving Notices:

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

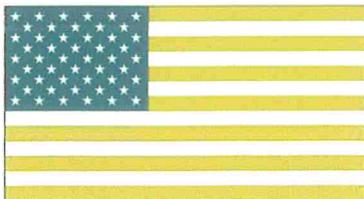


Graybar

City of Freemont – 69 kV SF6 Circuit Breakers

July 2, 2020

GE Proposal Number – NE-USC-20182/1 – Revision 0



Proudly Designed and
Manufactured in
Charleroi, PA, USA

ALSTOM Grid, LLC
One Power Lane
Charleroi, PA 15022 USA



Contents

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2 Proposal 3

3 Spare Parts, Special Tools & Service 5

4 Comments, Clarifications, and Exceptions 5

5 Commercial Terms of Sale **Error! Bookmark not defined.**

6 General Comments / Characteristics 7

7 Attachments 8

- Bid Proposal Form
- Bid Bond Form
- DT1-72.5 FK F1 Sample Outline & Schematic
- DT1-72.5 Product Brochure
- SF6 Gas Tightness Brochure
- High Voltage Circuit Breaker Line Card
- **Terms and Conditions for Sale of Products and Services Form EM 104 (Grid Solutions)**

- 2.3 C.2.c. Tank heaters are not required for the temperatures specified.
- 2.3 F.3.e. The circuit breakers will be supplied with a minimum of 10 'a' and 10 'b' spare auxiliary contacts available for customer use. These contacts are factory set and are not field interchangeable or adjustable.
- 2.3 F.3.f. The circuit breaker will be provided with an external electrical trip push button with permissive control. The electrical push button is protected by the low gas lockout function and cannot be operated if the gas level should fall below safe operating levels. A mechanical trip lever is provided on each circuit breaker and located inside the mechanism enclosure.
- 2.3 G.1.d. The breakers have NEMA four (4) hole bushing terminals, made of aluminum and arranged in a horizontal plane.
- 2.3 J.6. The circuit breakers have one (1) common gas density monitoring system for the three (3) poles, located outside of the control housing, subject to ambient conditions. This pressure sensitive, temperature compensated SF6 gas density monitor has two (2) contact settings for the following functions for falling density: (1) alarm, (2) functional lockout. The contact settings are adjusted at the factory; therefore, they require no calibration and should not be adjusted in the field. Temperature gauge not included.
- 2.6. No special tools are necessary for installation or maintenance of the breakers. We have included one (1) fill hose with gas regulator and one (1) DOBLE transducer mounting bracket per substation. No other tools are included.
- Part 3 A. Receiving and field service not included. If service is required, pricing information is listed above.

5 Commercial Terms of Sale

The impacts of COVID-19 cannot be reasonably determined at this time. This proposal does not account for any potential adverse impacts of COVID-19 on GE's performance of obligations. In the event of any delays and adverse impacts, GE reserves the right for an equitable adjustment of the schedule and prices herein to offset the effects of COVID-19 delays.

- Validity: Sixty (60) days after bid date.
- Delivery: Standard delivery eighteen (18) to twenty-two (22) weeks after receipt of order (ARO) or a later date as specified by the customer. All lead-times are subject to factory loading at time of order and material availability.
- Delivery Note: Delivery is based upon customer return of approved drawings in two (2) weeks. Drawings will be submitted for approval four (4) to six (6) weeks after receipt of order.
- Shipping Point: Charleroi, PA.
- Terms of Delivery: Pricing is firm in USD, FOB Jobsite (DDP per INCOTERMS 2010) NE, pre-paid and allowed. Truck shipment to destination is limited to sites that are accessible by the vehicle in which the unit is shipped from the factory. Unloading of the circuit breakers is to be provided by others.

- Instruction Manuals: One instruction book is shipped inside the control cabinet of the breaker. Remaining instruction books will ship within two weeks of breaker shipment.
- Warranty: Sixty (60) months after installation, not to exceed sixty-six (66) months after delivery. Warranties exclude wear and tear associated with normal circuit breaker operation, circuit breakers used in special applications not covered by ANSI/IEEE C37.04, and circuit breakers that have exceeded the maximum allowable cumulated current. Warranties are based on strict accordance with the maintenance instructions found in the breaker manual.

6 General Comments / Characteristics

The circuit breakers offered belong to a family of switchgear highlighted by the following features:

- Third generation SF₆ interrupter with advanced thermal effect interrupter.
- Mechanical spring/spring operating mechanism.
- More than 80,000 circuit breakers/switchers on order or in service since 1989, worldwide.

A spring type operating mechanism is used to operate the circuit breakers. The stored energy in the springs is sufficient to perform one (1) O-CO operation without recharging. The tripping springs are automatically recharged after every C operation. Duty cycle is O-0.3s-CO-10s-CO as standard.

The breakers have NEMA four (4) hole bushing terminals, made of aluminum and arranged in a horizontal plane and NEMA two (2) hole, stainless steel, grounding pads located on opposite legs of the support structure. Anchor bolts, terminal connectors and ground clamps are to be provided by others.

The circuit breakers will be supplied with a minimum of 10 'a' and 10 'b' spare auxiliary contacts available for customer use. These contacts are factory set and are not field inter-interchangeable or adjustable.

The circuit breakers have one (1) common gas density monitoring system for the three (3) poles, located outside of the control housing, subject to ambient conditions. This pressure sensitive, temperature compensated SF₆ gas density monitor has two (2) contact settings for the following functions for falling density: (1) alarm, (2) functional lockout. The contact settings are adjusted at the factory; therefore, they require no calibration and should not be adjusted in the field.

The circuit breakers have a common gas piping system with a common fill valve located outside of the control cabinet, and self-sealing type isolation valves are provided on each tank to facilitate the removal of gas from a single tank.

In the event of a loss of supply to the motor, a hand crank is included with each breaker to manually charge the spring.

The breakers will be shipped on a low step-deck or flatbed truck with bushings assembled and partially gas filled, thereby eliminating the need for a vacuum pump on site. On-site assembly consists of topping off with SF₆ gas and mounting the lower legs of the support structure.

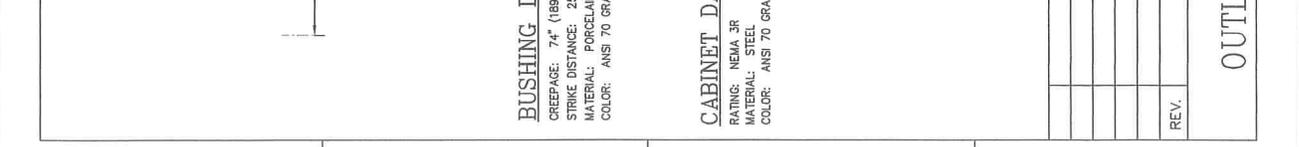
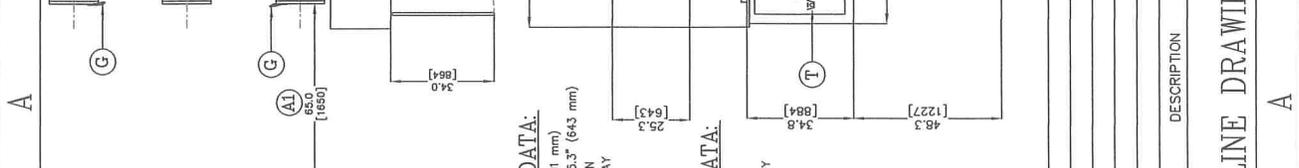
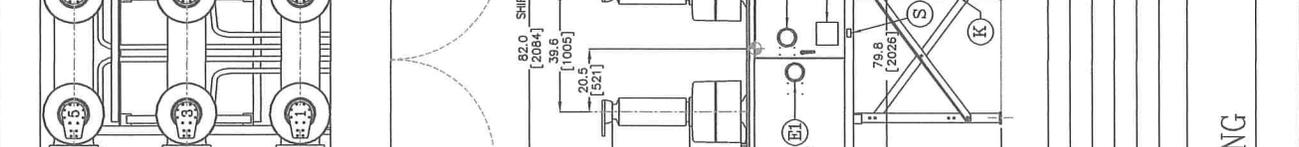
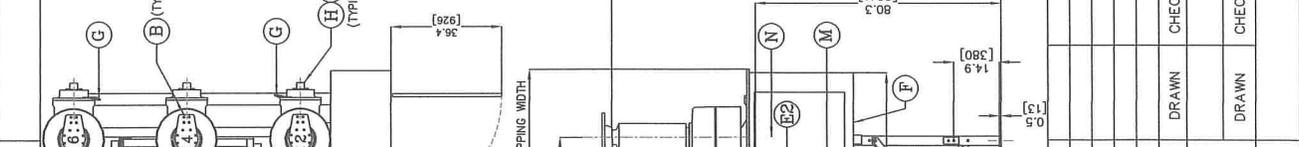
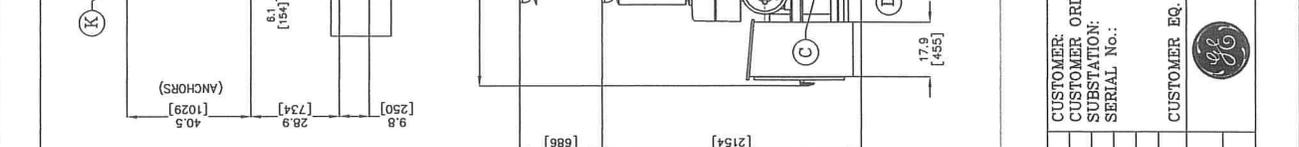
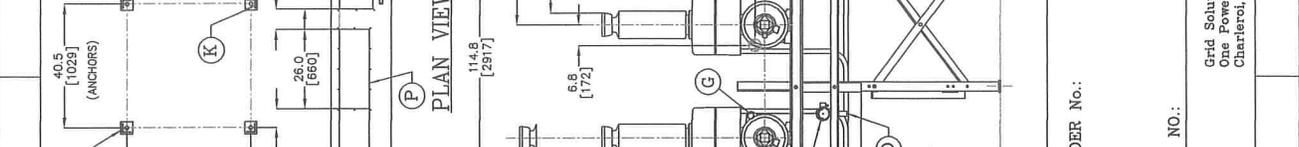
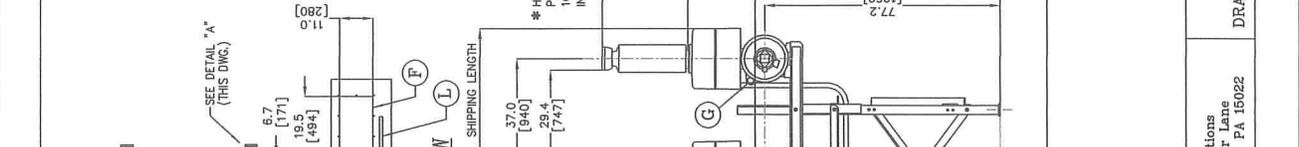
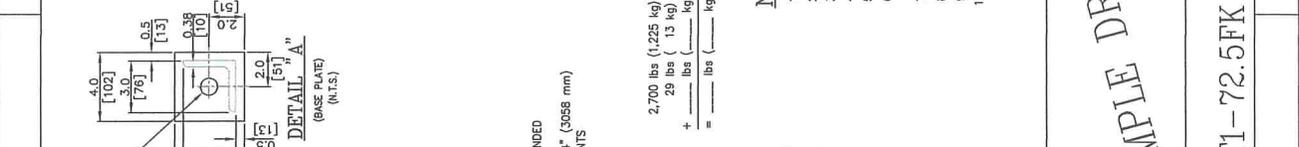
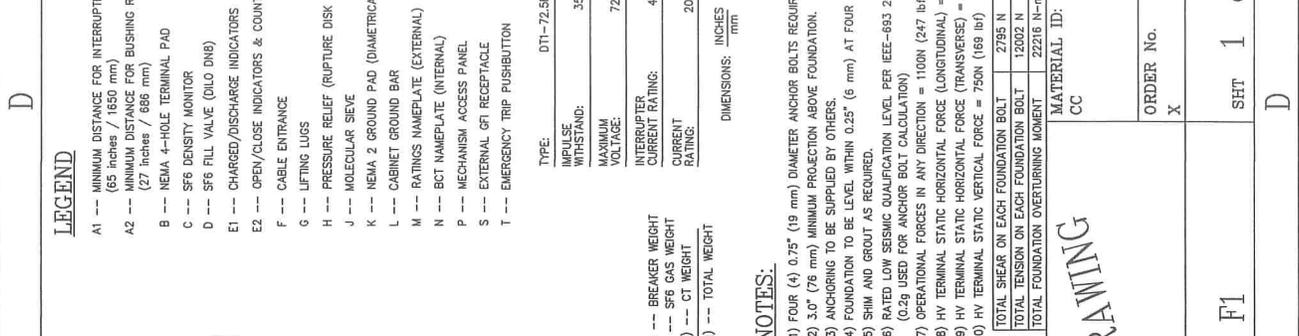
The proposed circuit breakers have been tested according to applicable ANSI/IEEE standards. Type tests have been performed previously on a similar unit. A set of routine tests, also according to ANSI/IEEE standards, will be conducted on the circuit breakers prior to shipment from our factory in Charleroi, PA. A repetition of any of these tests or the inclusion of a test or testing procedure not covered in these standards or on our Routine Testing Report is not included in the price of the circuit breakers.

The cost of routine equipment testing at our facility is included in the breaker pricing. All other costs (i.e. travel, lodging, and meal expenses) associated with witness testing are not included.

7 Attachments

- Bid Proposal Form
- Bid Bond Form
- DT1-72.5 FK F1 Sample Outline & Schematic
- DT1-72.5 Product Brochure
- SF6 Gas Tightness Brochure
- High Voltage Circuit Breaker Line Card
- Terms and Conditions for Sale of Products and Services Form EM 104 (Grid Solutions)

A B C D



RESOLUTION NO. 2020-153

A Resolution of the City Council of the City of Fremont, Nebraska, awarding the contract to Graybar Electric Company Inc. for Purchase of 72.5kV Power Circuit Breakers in the amount of \$154,071.44 and authorize the Mayor to sign the purchase agreement.

WHEREAS, the City of Fremont sought and received proposals for the purchase of 72.5kV power circuit breakers; and,

WHEREAS, The Utility & Infrastructure Board approved this recommendation with a 3-0 vote at their meeting on July 14, 2020.

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council of the City of Fremont award the contract to Graybar Electric Company Inc. for Purchase of 72.5kV Power Circuit Breakers in the amount of \$154,071.44.

PASSED AND APPROVED THIS 28th DAY OF JULY, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: July 28, 2020
SUBJECT: Request for a Conditional Use Permit to install two private camper pads at the Rod & Gun Club

RECOMMENDATION: Conditional approval with the conditions that campers be road ready and in place no more than 6 months, that all state and local regulations related to well water and septic tanks be adhered to, and that all local, state and federal regulations be followed.

Background:

This is a request by Rod and Cyndy Koerber and Chris Menn for a Conditional Use Permit to install a camper pad for their private use on the property leased to them at the Rod & Gun Club.

The proposal is on property generally located at the south west end of County Road 19 by the Platte River.

The area is zoned R, Rural and has been developed as a private facility for use by its members for fishing and shooting.

There are several cabins that have been constructed on property leased to members. The cabin that had been owned by the Koerbers was destroyed in the flooding that occurred during the spring of 2020. The property leased to Chris Menn is vacant.

The surrounding area is zoned R, Rural and is developed with cabins along the river, camping facilities at the state lakes, Bryson's camping facility and lake homes.

The Koerber and Menn properties are located within the regulatory floodway. The base flood elevation of the Koerber camp site is 1217.3 and the camper pad is at an elevation of 1210.7 feet. The Menn base flood elevation of the Menn site is 1216.7 feet and the camper pad is at an elevation of 1210.8 feet.

Development in the floodway is extremely limited. The addition of any fill would require a "no-rise" certification verifying the change wouldn't cause a rise in the height of the floodway. Dwellings are not permitted in the floodway.

Camping and campers are allowed within the floodway provided that they are not in place longer than 6 months, do not have permanent hook ups to water and sewer, and are in a "road ready" condition.

A conditional Use Permit to allow the camping pads allows the applicants to use their property in a manner that has minimal impact on the floodway.

A floodplain development permit has been approved.

The County Sheriff was contacted and did not respond.

The Rural Fire Department was contacted, but did not respond.

The attached map shows the general locations of the proposed camper pads. The applicants will not have a holding tank or septic tank on the property. They will use an off-site dump station.

11-316.05.B Identifies criteria for approval of a Conditional Use Permit.

11-316.05.B.1 states that “the conditional use shall not be of a type that would tend to undermine the implementation of an adopted plan that includes the lot or tract proposed for development.”

Finding: A camp pad is an appropriate use along the river and will not undermine the implementation of an adopted plan.

11-316.05.B.2 states “The conditional use shall be compatible with surrounding land uses and the natural environment, and will not materially detract from the character of the immediate area or negatively affect the planned or anticipated development or redevelopment trajectory.”

Finding: The proposed use is compatible with the surrounding area which is primarily devoted to river and lake residential and recreational uses.

11-316.05.B.3 states “There is no practicable alternative location where the use is permitted as-of-right within 1,000 feet of the lot or tract proposed for development, or if such a location exists, the proposed location is more favorable in terms of: a) providing a needed community service; b) providing a critical mass of jobs that are likely to pay more than the median wages for the region; c) providing a balance of land uses, ensuring that appropriate supporting activities, such as employment, housing, leisure-time, and retail centers are in close proximity to one another; or d) making more efficient use of public infrastructure, such as off-peak street capacity.”

Finding: Campgrounds are an appropriate use on the river and adjacent to other camping facilities.

11-316.06.B.4 states “The approval of the conditional use will not create a critical mass of similar conditional uses that is likely to discourage permitted uses by making the area less desirable.”

Finding: The proposal will not make the area less desirable. The flood plain and the flood way limit the ability of the property to be developed.

11-316.06.B.5 states “The conditional use and any conditions of development shall adequately protect public health and safety against natural and man-made hazards which include, but are not limited to, traffic noise, water pollution, airport hazards, and flooding.”

Finding: A flood plain development permit is required. A removable camper is a good use of property in the flood plain and floodway. There should be minimal traffic noise. The site is not in an airport zone.

11-316.06.B.6 states “The conditional use will not use an unfairly disproportionate share of public services that would compromise the delivery of those services to other uses in the vicinity. Applicable public services include, but are not limited to, utilities, police protection, fire protection, schools, parks, and libraries.”

Finding: The proposed use will not compromise or use a disproportionate share of public services.

11-504.002 (J) states:

J. “Campgrounds are permitted if it is demonstrated that:

1. They are located greater than 300 feet from either SR, AR, MH, GI or AV district boundaries, as measured from the boundary lines nearest each other, unless separated from such district by a type C bufferyard or a collector, or arterial roadway”;

Finding: The proposed application is more than 300 feet from a SR, AR, MH, GI or AV district.

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

Finding: Access to the site is from a rural collector road.

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

There will not be an undue burden via traffic, parking and noise.

4. “Plumbing systems and equipment shall be constructed, installed and maintained in accordance with the most recently adopted version of the plumbing code with a minimum number of fixtures provided in accordance with R-2 occupancy classifications (occupancy loads are calculated at a rate of four occupants per site)”;

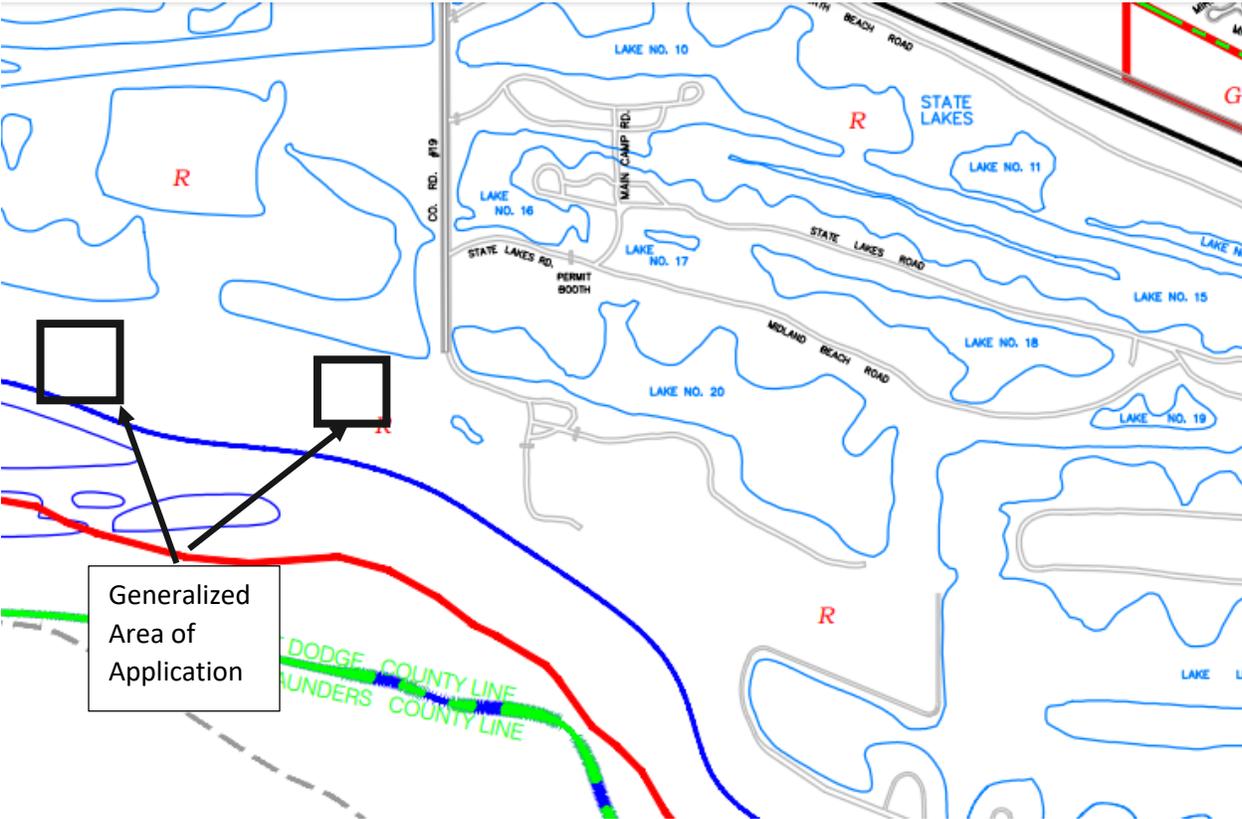
Finding: The campers will be required to remove their waste at an off-site dump station. The applicant does not propose a septic system or holding tank, as they are not allowed in the floodway.

5. "The use operates in accordance with all other applicable federal, state, and local laws and, if additional permits are required, such permits were obtained prior to beginning operation."

Finding: Compliance with all federal, state and local permits is required.

Staff Recommendation: Conditional approval with the conditions that a floodplain development permit be approved, that campers be road ready and in place no more than 6 months, that all state and local regulations related to well water and septic tanks be adhered to, and that all local, state and federal regulations be followed.

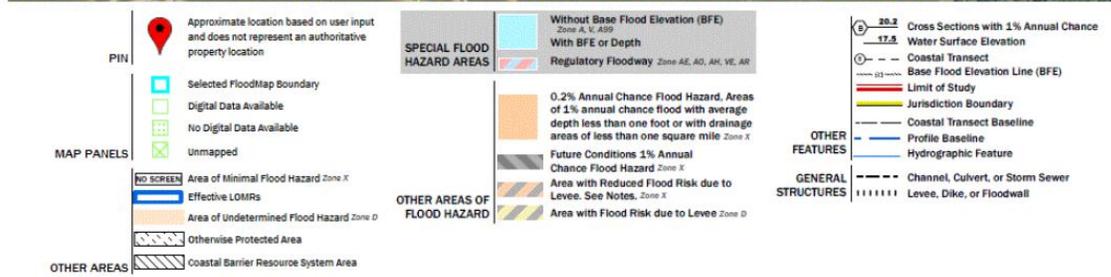
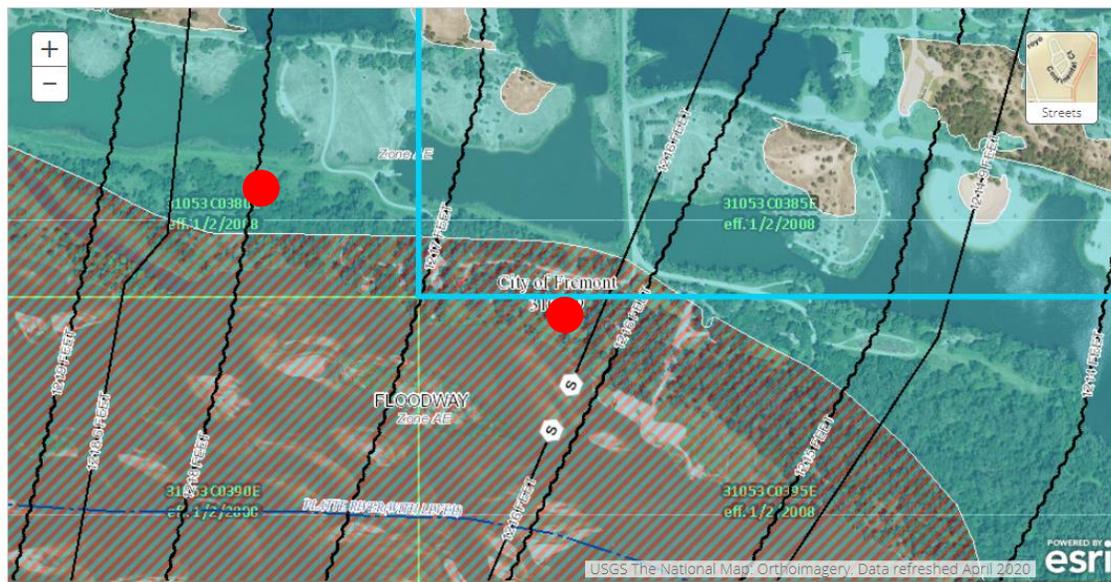
Map of Generalized location of application:



General Location of Proposed Camper Pads



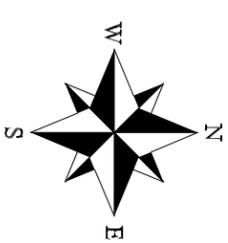
FEMA Floodplain Map Showing Generalized Location of Proposed Camper Pads



1 2 3 4 5 6 7 8 9 10 11 12

PROPOSED SITE PLAN KOERBER & MENN CAMPGROUND SITES

FREMONT ROD & GUN CLUB, DODGE COUNTY, NEBRASKA
867 N. COUNTY ROAD 19, FREMONT, NE
(RODNEY & CYN DY KOERBER / CHRISTOFER MENN)



KOERBER CAMPGROUND
THIS SITE IS LOCATED IN THE REGULATORY FLOODWAY
THE BASE FLOOD ELEVATION AT THIS LOCATION IS 1217.3 FEET (NAVD 1988)
THE NEW CONCRETE CAMPER PAD IS AT AN ELEVATION OF 1210.7 FEET (NAVD 1988)

EXISTING POWER POLE WITH
ELECTRIC METER / PANEL

FREMONT ROD & GUN CLUB

MENN CAMPGROUND
THIS SITE IS LOCATED IN THE REGULATORY FLOODWAY
THE BASE FLOOD ELEVATION AT THIS LOCATION IS 1216.7 FEET (NAVD 1988)
THE NEW CONCRETE CAMPER PAD IS AT AN ELEVATION OF 1210.8 FEET (NAVD 1988)

EXISTING ELECTRIC
METER / PANEL

PLATTE

EXISTING NORTH BANK
OF THE PLATTE RIVER

RIVER

FREMONT ROD & GUN CLUB'S
EAST PROPERTY LINE

FREMONT ROD & GUN CLUB'S
EAST PROPERTY LINE

EXISTING NORTH BANK
OF THE PLATTE RIVER

APPEX
LAND SURVEYING, LLC
Danny Martinez, RLS
125 N. Clamar Ave.
Fremont, Nebraska 68025
(402) 720-9339 Office / Mobile
dannm:surveying@gmail.com

Keorber Area of Responsibility



132' Wide

204' Deep

Proposed RV Location
RV Size 8' W x 28' L
91' From West
143' From South
62' From East
98' From North

Menn Area of Responsibility

Proposed RV Location
RV Size 8' W x 28' L
31' From West
191' From South
93' From East
198' From North

334' Deep

132' Wide



RESOLUTION NO. 2020-154

A RESOLUTION OF THE CITY OF FREMONT, NEBRASKA, AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR AREAS OF RESPONSIBILITY 5 AND 8A AT THE ROD AND GUN CLUB ON PROPERTY DESCRIBED AS THE NORTH ½ OF THE SOUTHEAST QUARTER AND PART OF TAX LOTS 3,4,6 AND 12-17 LOCATED IN SECTION 13, TOWNSHIP 17 NORTH, RANGE 7 EAST, FOR THE PURPOSES OF A PRIVATE CAMPGROUND.

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

WHEREAS, a request for approval of a Conditional Use Permit for a campground consisting of one camper pad site on area 8a and one camper pad site on area 5 at the Rod and Gun Club was filed with the offices of the Department of Planning, City of Fremont (City); and

WHEREAS, the City has determined that the subject property is currently zoned R, Rural; and

WHEREAS, campgrounds in the R, Rural zoning district requires a Conditional Use Permit; and

WHEREAS, a public hearing on the proposed Conditional Use Permit was held by the Planning Commission on July 20, 2020 and subsequently by the City Council on July 28, 2020; and

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

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

Issuance of a Conditional Use Permit for the purpose of a total of two (2) camper pads with a maximum of one pad on each of Area of Responsibility 5 and 8a at the Rod and Gun Club is hereby authorized subject to the following conditions:

- No holding tanks or septic systems will be located on the property.
- Any water systems will meet all State and local codes and regulations.
- Campers must be road ready and not permanently attached to the site.
- The camp pads can only be operational for 180 days.
- All other local, state and federal regulations be followed.

PASSED AND APPROVED THIS THE 28th DAY OF JULY, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

Staff Report

TO: Honorable Mayor and City Council
FROM: Jennifer L. Dam, AICP, Planning Director
DATE: July 28, 2020
SUBJECT: Request for a Conditional Use Permit for Soil Excavation

RECOMMENDATION: Approval of Resolution 2020-155 conditioned upon receipt of a Flood Plain Development Permit, State approval of the SWPPP, and expiration upon completion of the beltway project.

Background:

This is a request by Robert Roos on behalf of Lyman Ritchey for a Conditional Use Permit for soil excavation.

The excavated soil will be used in the construction of the SE Beltway .

The proposal is on property generally located south of Old Highway 275, north of Hills Farm Road and west of a line extended southward from Luther Road.

The area is zoned R, Rural and has been used as agricultural land. It is currently vacant and is not under cultivation.

The property is within the 1% flood plain zone AO-2. A flood plain development permit is required.

The property is within the City's well head protection area. The soil excavation site to the west is in the well head protection area, as well. The Public Works Director, Assistant City Administrator for Utilities and the Water & Sewer Superintendent were contacted but did not respond.

The site will be restored to a similar condition as it is today with the addition of a lake upon the completion of the project.

The Storm Water Pollution Prevention Plan (SWPPP) has been submitted to the state and a copy is on file in the Planning Department.

Section 11-504.04.G specifies the requirements for Extractive Industry.

The proposed use is more than 1,000 feet from the SR, AR, UR, MH, SC, GC, DC, BP, AV and CU zoning districts.

Primary access to the site will be internal and along the beltway right of way to facilitate the construction of the beltway.

The applicant has submitted a SWPPP plan to address storm water run-off, best management practices for erosion control, a future lake, potential hazards, and restoration of the site.

11-316.05.B Identifies criteria for approval of a Conditional Use Permit.

11-316.05.B.1 states that “the conditional use shall not be of a type that would tend to undermine the implementation of an adopted plan that includes the lot or tract proposed for development.”

Finding: The proposed excavation will be used as fill to construct the south beltway.

11-316.05.B.2 states “The conditional use shall be compatible with surrounding land uses and the natural environment, and will not materially detract from the character of the immediate area or negatively affect the planned or anticipated development or redevelopment trajectory.”

Finding: The proposed use is compatible with the surrounding area which includes another excavation site approximately a quarter mile to the west.

11-316.05.B.3 states “There is no practicable alternative location where the use is permitted as-of-right within 1,000 feet of the lot or tract proposed for development, or if such a location exists, the proposed location is more favorable in terms of: a) providing a needed community service; b) providing a critical mass of jobs that are likely to pay more than the median wages for the region; c) providing a balance of land uses, ensuring that appropriate supporting activities, such as employment, housing, leisure-time, and retail centers are in close proximity to one another; or d) making more efficient use of public infrastructure, such as off-peak street capacity.”

Finding: The excavation site is in the vicinity of the south bypass so that heavy truck traffic on the roads will be minimized.

11-316.06.B.4 states “The approval of the conditional use will not create a critical mass of similar conditional uses that is likely to discourage permitted uses by making the area less desirable.”

Finding: The proposal will not make the area less desirable, the future lake may make the area more desirable.

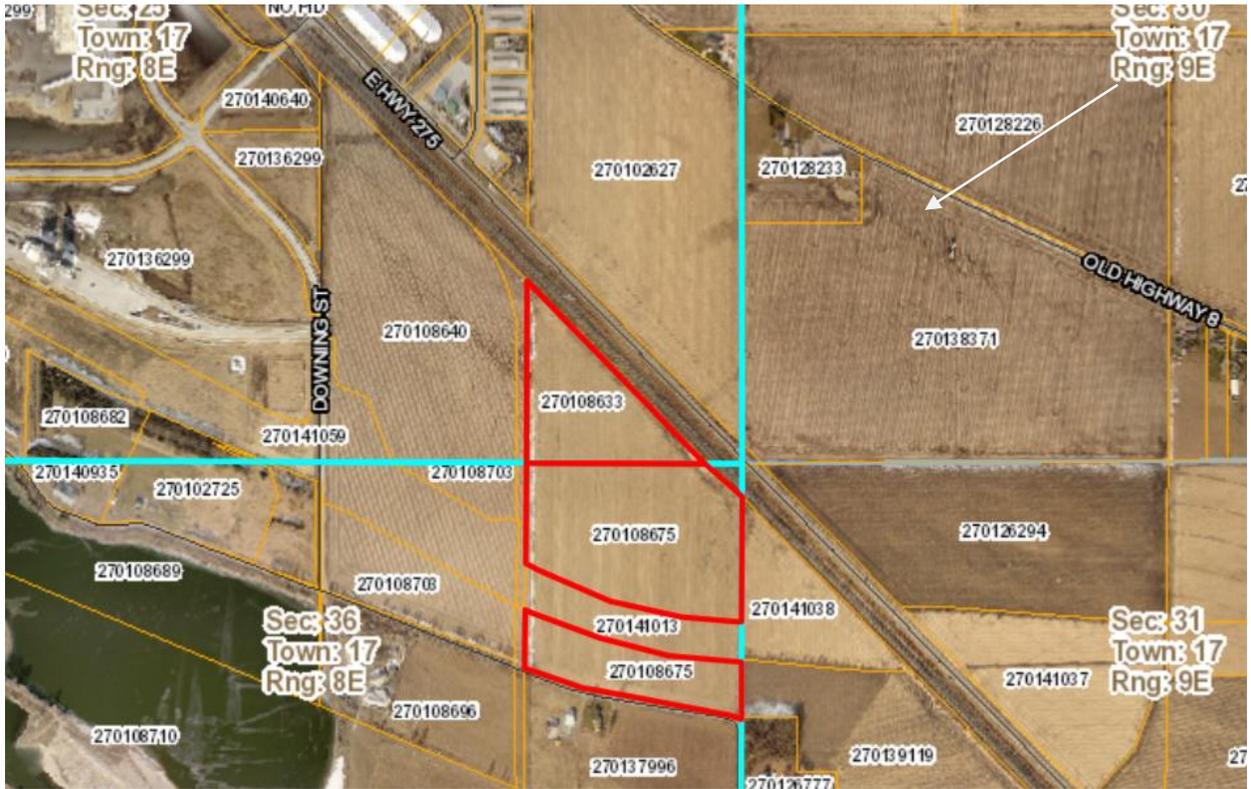
11-316.06.B.5 states “The conditional use and any conditions of development shall adequately protect public health and safety against natural and man-made hazards which include, but are not limited to, traffic noise, water pollution, airport hazards, and flooding.”

Finding: A flood plain development permit is required. There should be minimal traffic noise as construction activity will be primarily on site. The site is not in an airport zone. Water pollution should not be an issue, a SWPPP has been submitted to the state.

11-316.06.B.6 states “The conditional use will not use an unfairly disproportionate share of public services that would compromise the delivery of those services to other uses in the vicinity. Applicable public services include, but are not limited to, utilities, police protection, fire protection, schools, parks, and libraries.”

Finding: The proposed use will not compromise or use a disproportionate share of public services.

Vicinity Map



Jennifer,

Please find attached all the information and the SUP application for Lyman Richey on the Hammang property. Please let me know if there is any additional information at all that you may need so that I can get that to you prior to the date needed to make the July 20th Planning Board meeting and the July 28th City Council meeting.

If you do find anything else needed, please contact me by phone or email.

Contacts for this permit and/ project will be as follows:

Please mail all correspondence to
Robert Roos (Bob)
General Manager
Lyman Richey Sand and Gravel (A CRH Company)
910 North 264th st. Waterloo, NE 68069
(402) 510-6490
robert.roos@lymanrichey.com

Please email or call with any questions to
Michael Stratman (Mike)
Performance Mng.
CRH Corporation
(402) 690-3690
mstratman@na.crh.com

Site Plan Information:

It is the intention to remove borrow from the site to be used for the construction of the Fremont South Beltway Project. There will be a lake left as a result of the removal of that borrow.

There would be a proposed lke of approximately 12 acres in size on the property upon completion/ estimated to be in 2021 or/ completion of Beltway project.

Any traffic impact will be minumal, at best, as the borrow would be taken from the site directly onto the new road alignment without crossong any roadways.

Property owner: Hammang, Marie T (Life Estate)/ Albert Hammang
749, East 29th St. , Apt 131
Fremont, NE 68025

Permit applicant:

Lyman Richey Corporation: dba: Lyman Richey Sand and Gravel
2625 South 158th Plaza
Omaha, NE 68130

SE Fremont Bypass - Lyman-Richey Borrow Pit

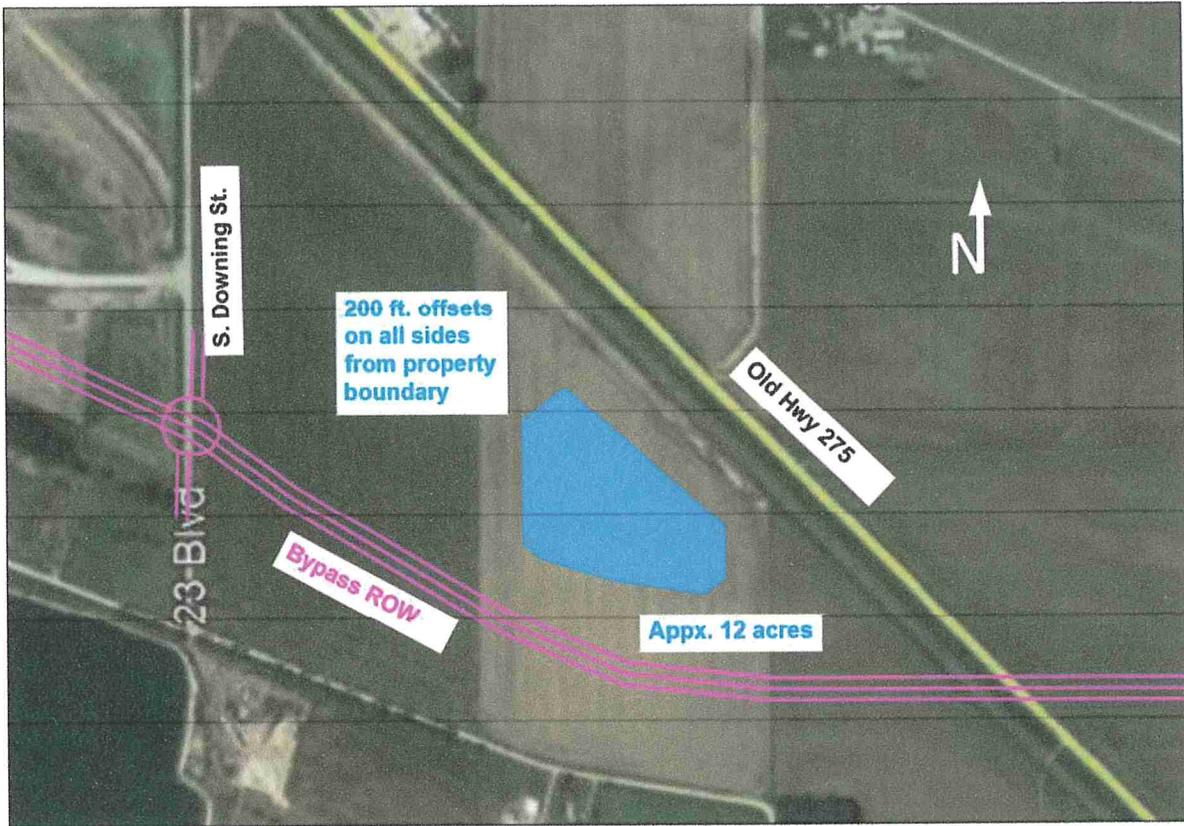
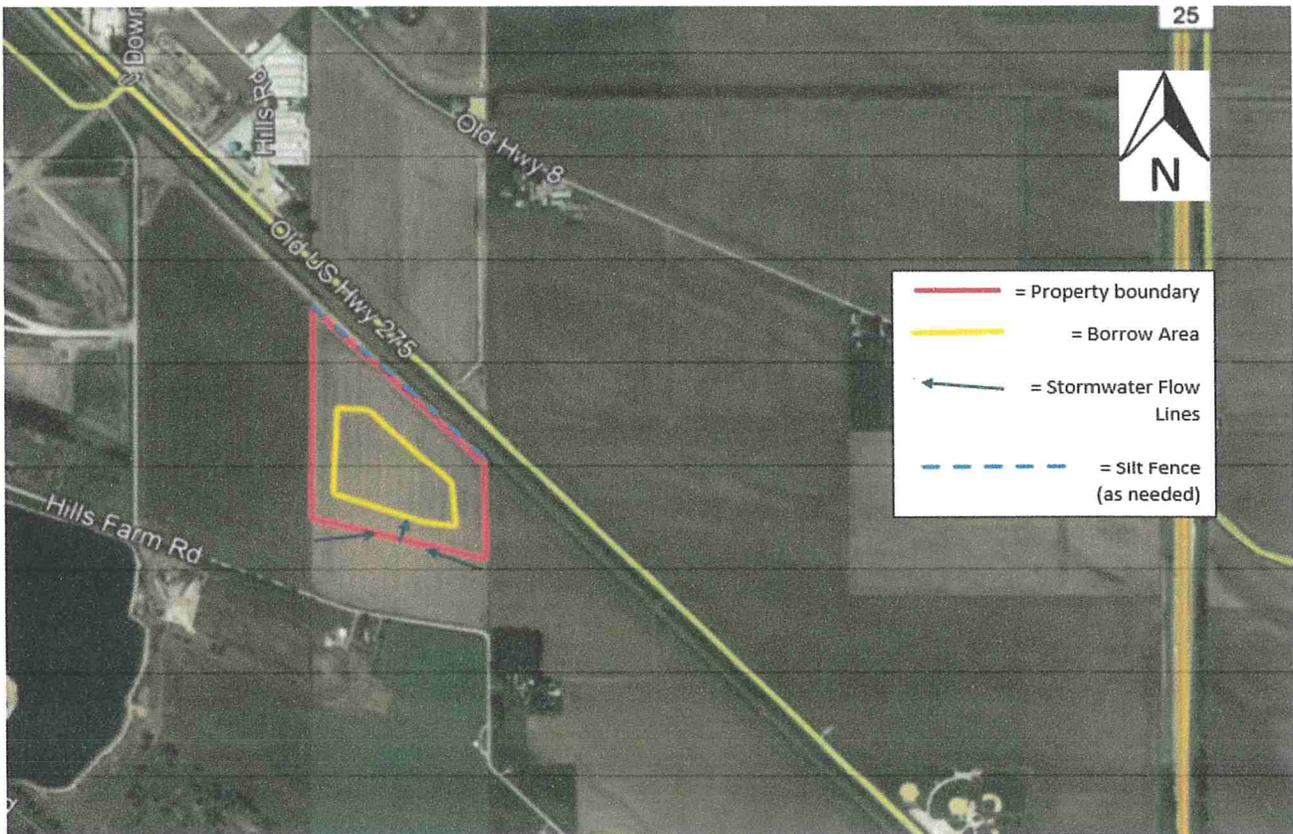
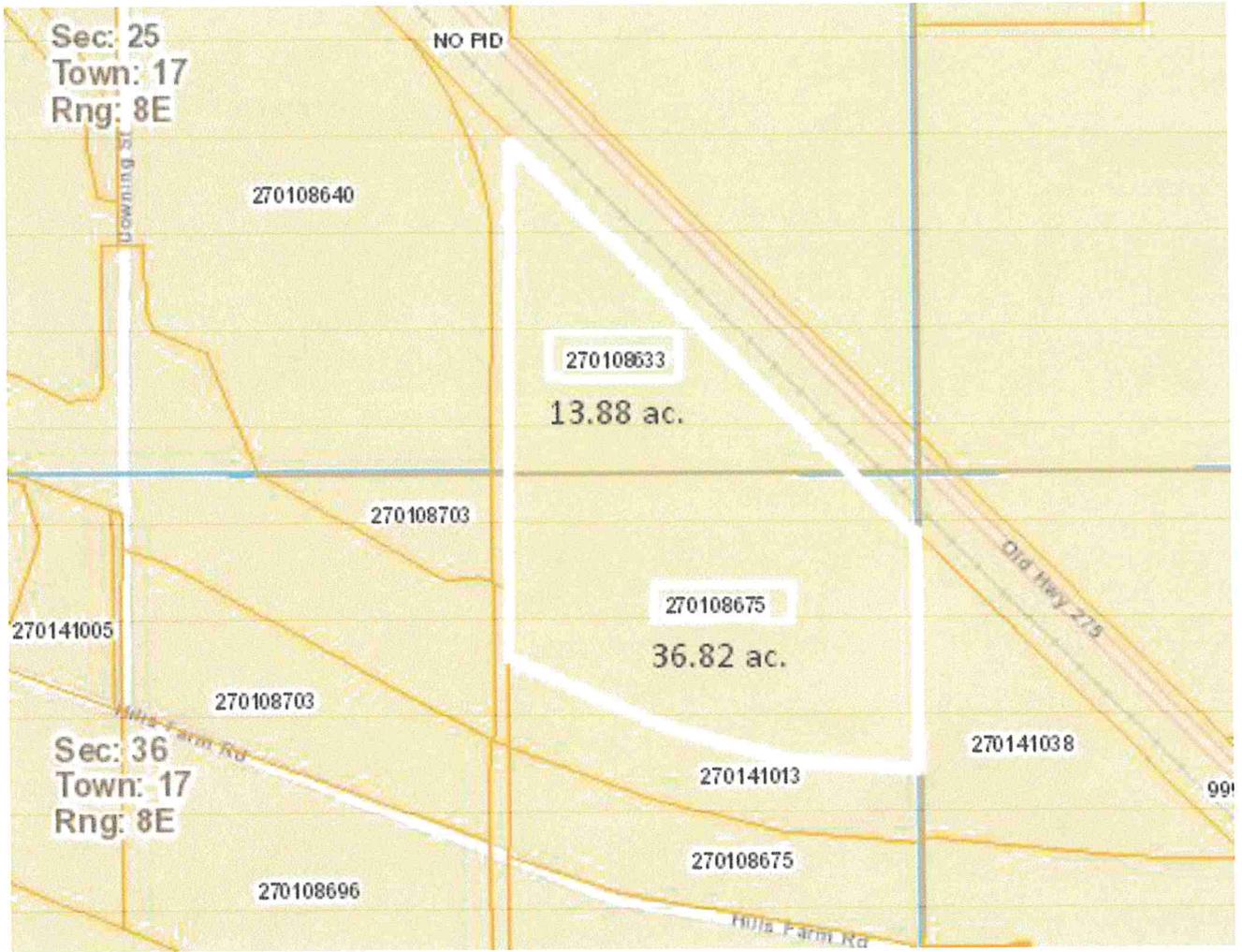


Figure 3 – Site Map

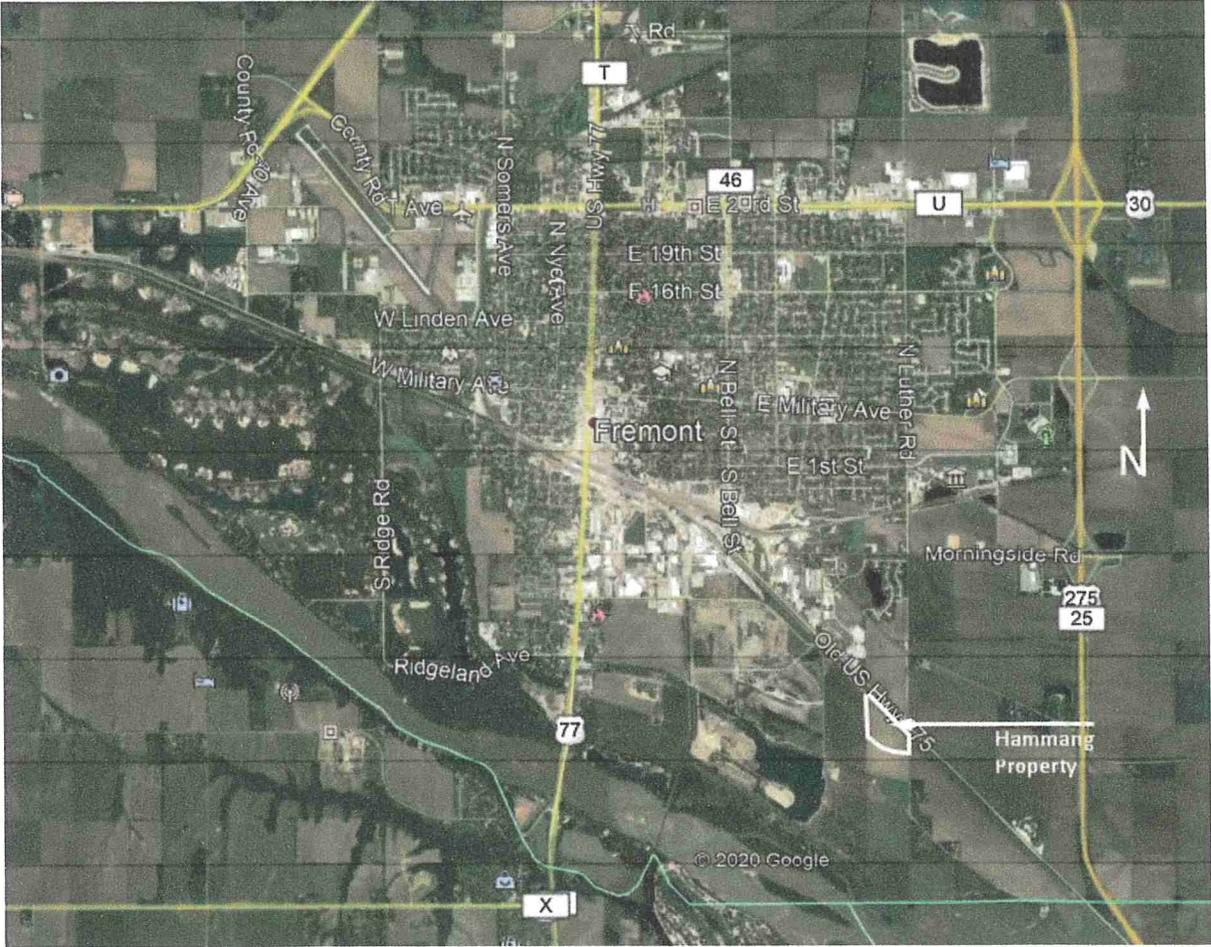


Lyman Richey – Fremont Borrow Pit

Plat Map of Property



Vicinity Map: Hammang Property



Copy of lease:

DocuSign Envelope ID: D82FC813-723B-4ABC-AC40-BFCC8AB01B82

Material Borrow Pit Agreement

This agreement, hereafter referred to as the "Agreement", entered into on this 25th day of March 2020, by and between Marie T Hammang (Life Estate) or legal personal representative referred hereafter as the "Land Owner" and LYMAN-RICHEY CORPORATION dba. LYMAN-RICHEY SAND & GRAVEL COMPANY, a Delaware corporation, a CRH Company, hereafter referred to as the "Contractor" and collectively referred to as the "Parties" for the purpose of excavating, removing and providing materials related to the South Fremont Beltway project, hereafter referred to as "The Project".

The agreement is entered into in order to provide a site for the excavation of granular aggregate material to be removed from the property to supply fill materials required for the Project and the property is to be used exclusively, by the Contractor, for that project. The area that is described would be excavated and become lake with the approximate area identified on the attached areal map/ drawing.

The Landowner shall provide the following:

The Contractor will be have full, exclusive access to the property and the authorization and right to remove, via excavator or Dredge, material from the Property for use on the Project. The Landowner's obligations under this Agreement are to provide access to and use of the Property exclusively to Contractor for the removal of the fill materials. The Contractor would provide all required equipment and personnel to do all of the excavation and perform the necessary reclamation of the Property.

The Contractor shall provide the following:

Payment to the Landowner will be [REDACTED] per acre for all surface water acres upon the completion of the project. Contractor shall defend, indemnify and hold Landowner harmless from any and all losses, expenses (including but not limited to attorney and expert fees), claims, liens, suits, liabilities, fines, penalties, and remedial or clean-up costs to the extent arising from (i) Contractor's use of the Property, (ii) any breach of this Agreement by Contractor, or (iii) to the extent of any negligent act or omission by Contractor, its invitees, or any person performing work directly or indirectly on behalf of Contractor, In case any action, suit or proceeding is brought against Landowner by reason of any such occurrence, Contractor shall, at Contractor's expense, defend such action, suit, or proceeding, or cause the same to be defended by counsel approved by Landowner.

The Contractor will provide to the Landowner a Certificate of Insurance naming landowner as additional insured during the term of this Agreement.

The property, upon completion of the Project, shall be turned over to the Landowner in a similar state in which it is currently with the exception that it will be reclaimed, with a newly formed lake which will remain as a result of the excavation operation and will the duties and obligations of Contractor and Landowner under this Agreement shall terminate.

Agreement Modification/ Cancellation:

This Agreement can be modified at any time with the mutual written consent of the Parties with the exception that once materials have been removed from the Property, they cannot be replaced.

This agreement shall remain in effect for a minimum period of 6 months from the date of signing with the maximum being the total timeframe of the Project. It may be cancelled at the sole discretion of Contractor, if the Contractor is unable to use the property or the material for any of the following reasons:

- Contractor is unable to secure the work on the Project
- Material is of unsuitable or unwanted quality

- Permitting the Property for the afore mentioned use would be denied by State, Local or other authorities
- The operation does not make financial sense with the requirements of the Project once the scale and parameters of the Project are established.

General Provisions:

The Parties agree and understand that they must fulfill their responsibilities under this Agreement in accordance with the provisions contained herein and those of the law and regulations that govern their activities. Nothing in this agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Agreement.

If at any time either Party is unable or unwilling to perform their duties within this Agreement consistent with each Parties obligation, the effected Party shall provide written notice to the other Party to establish a written timeframe in which those things shall be remedied and/or corrected.

The Parties further agree that should any dispute arise through any aspect of this Agreement and the Parties are unable to resolve such disputes promptly and in good faith, the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the Parties.

The Parties agree that any claim or dispute that arises from this Agreement and it's obligations, if not resolved through mediation/ arbitration, shall then go to and be resolved through binding arbitration. Any decision reached by that arbitrator shall be final and binding and if required entered as a judgement in the court having jurisdiction.

In the event that a court having jurisdiction shall deem any portion of this agreement unenforceable, only that portion shall be deemed invalid or unenforceable and the balance of the agreement shall remain in full effect.

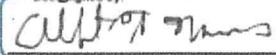
The agreement shall be governed by and in accordance with the laws of the state of Nebraska.

Any communications required shall be made in person or by certified mail, return receipt requested to the addresses contained herein.

Assignment:

Neither party will have the right to assign any portion of this agreement without written consent of the other, which shall not be unreasonably withheld.

This Agreement is entered into this 25th day of March 2020, by:



Marie T Hammang or Legal Personal Representative (Landowner)

POA

Mar 25, 2020

Date

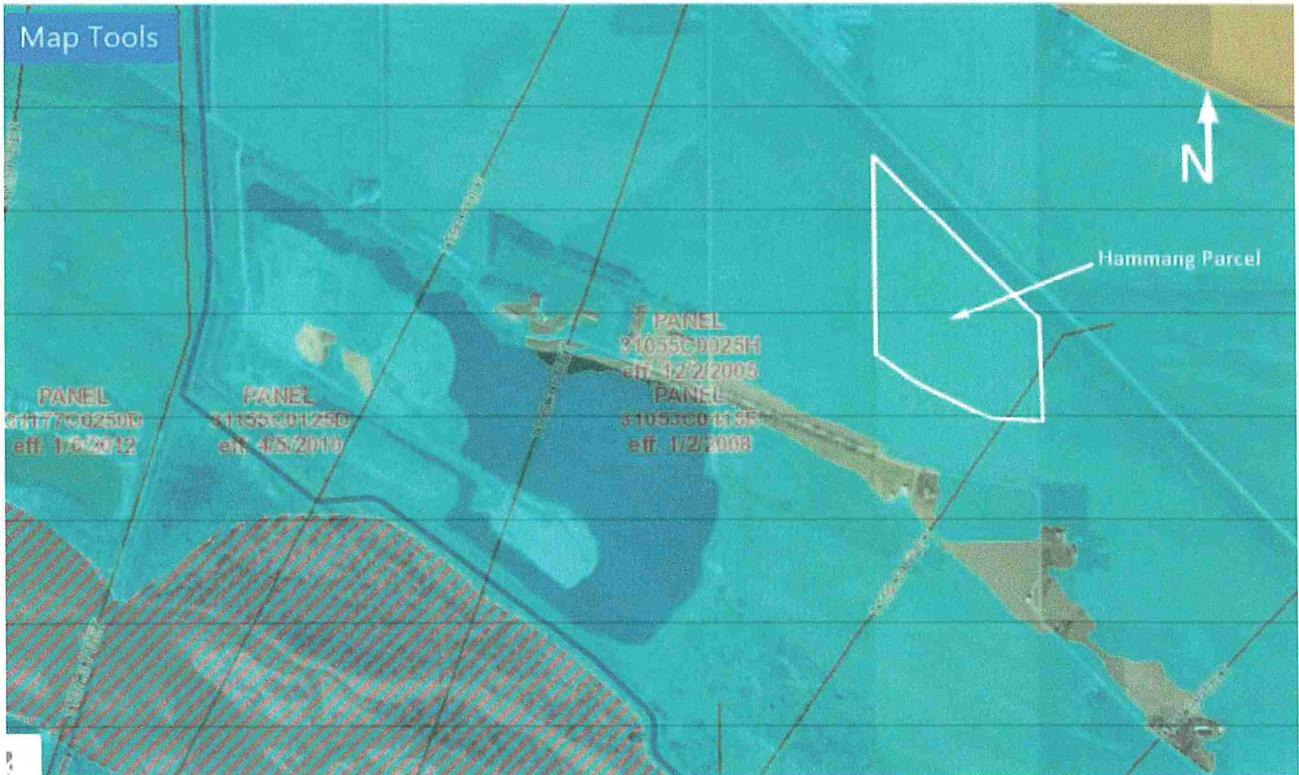
Address: _____

And

LYMAN-RICHEY CORPORATION dba. LYMAN-RICHEY SAND & GRAVEL COMPANY (Contractor)

Date

Address: _____

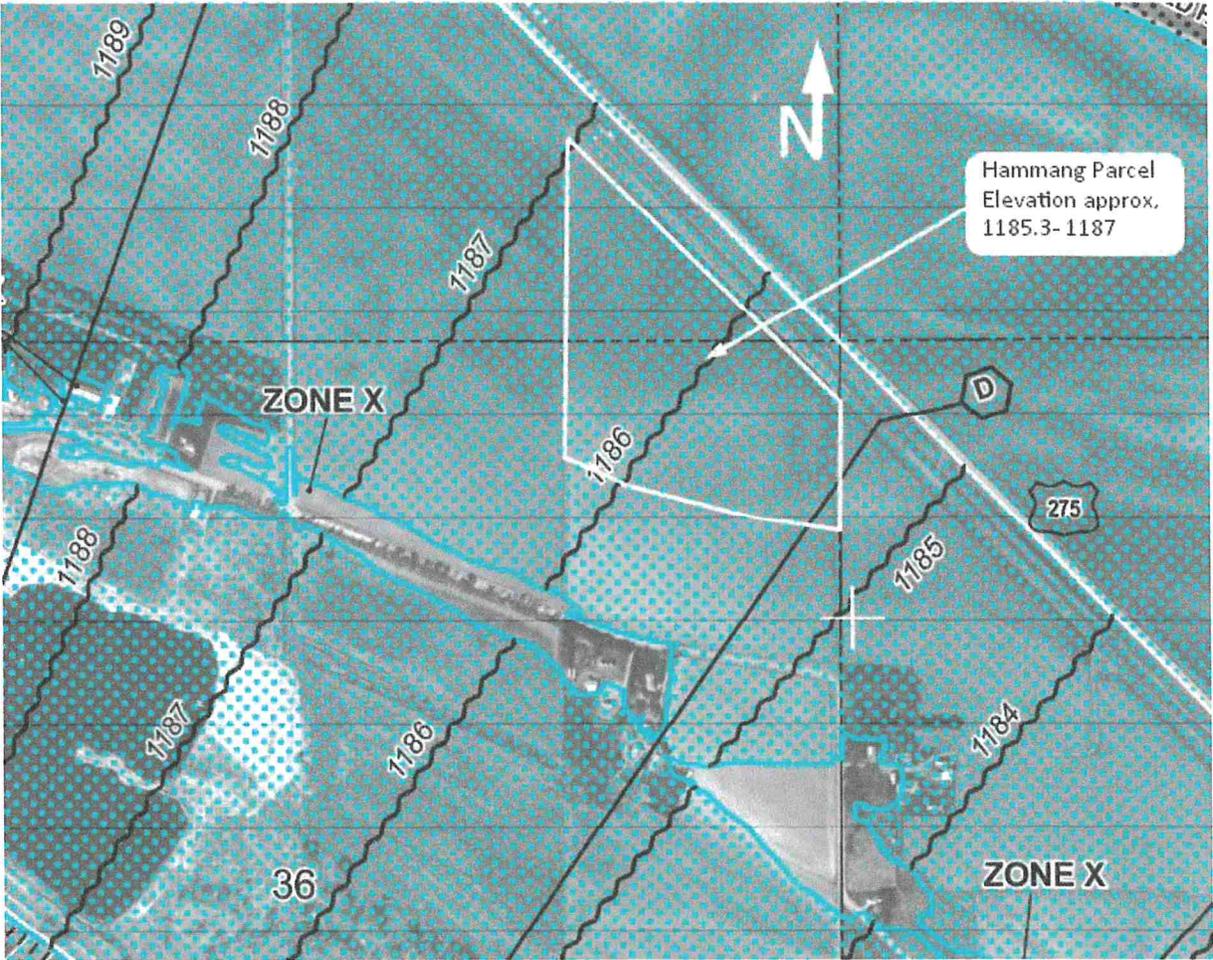


Hammang Property Floodplain Map AO Zone

Details

- DFIRM_ID 31053C 31053C N/A
- ST_FIPS 31 31 N/A
- PCOMM 053C 053C N/A
- SUFFIX E E N/A
- FIRM_PAN 31053C0415E 31053C0415E N/A
- EFF_DATE Jan 1, 2008 6:00 PM Jan 1, 2008 6:00 PM N/A
- SCALE 12000

Elevation Map



RESOLUTION NO. 2020-155

A Resolution of the City Council of the City of Fremont, Nebraska, approving a Conditional Use Permit for soil excavation to be used for the construction of the south beltway on property described as a Tax Lot 32 located in Section 25, Township 17 N, Range 8 E and Part of Tax Lot 1 and Tax Lot 17 located in Section 36, Township 17 N, Range 8E, Dodge County, Nebraska.

WHEREAS, Robert Roos has applied for a Conditional Use Permit for soil excavation for soil to be used to construct the south beltway; and,

WHEREAS, The City has determined that the subject property is currently zoned R, Rural; and,

WHEREAS, Soil excavation in the R, Rural zoning district requires a Conditional Use Permit; and,

WHEREAS, The proposed excavation is proposed to be completed with the completion of construction of the south beltway; and,

WHEREAS, A public hearing on the proposed Conditional Use Permit was held by the Planning Commission on July 20, 2020, and subsequently by the City Council on July 28, 2020; and,

WHEREAS, the City has determined that the proposal meets sections 11-316.05 and 11-504.04.G of the Fremont Municipal Code.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Fremont approves a Conditional Use Permit for soil excavation terminating with the completion of the south beltway and conditioned upon receipt of a flood plain development permit and approval of a Stormwater Pollution Prevention Plan (SWPPP).

PASSED AND APPROVED THIS 28th DAY OF JULY, 2020.

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Shane Wimer, Assistant City Administrator

DATE: July 28, 2020

SUBJECT: Purchase of land and property located at 1517 North Union Street

Recommendation: Approve the purchase of land and property located at 1517 North Union Street, Fremont Nebraska.

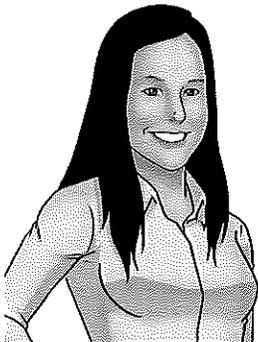
Background: The property located at 1517 North Union Street, Fremont Nebraska is for sale. The property is directly east and abuts the Fremont Fire Department. The purchase of this property would benefit the Fremont Fire Department in the future, should the need for expansion become a reality. The cost of the property has been negotiated. An additional cost for closing has been agreed to not exceed \$1,000.00. It has also been agreed that the cost of title insurance would be split between the seller and the City of Fremont. Staff recommends the purchase of the property.

Fiscal Impact: \$_____ for purchase of property, no more than \$1,000.00 for closing costs, and one-half of the cost of title insurance.



SELLER'S REPORT

1517 N Union St, Fremont, NE 68025



Presented by

Bayley Becher | REALTOR®

Nebraska Real Estate License: 20180894



Work: (402) 720-5360

Main: bbecher@dodgecountyrealtygroup.com

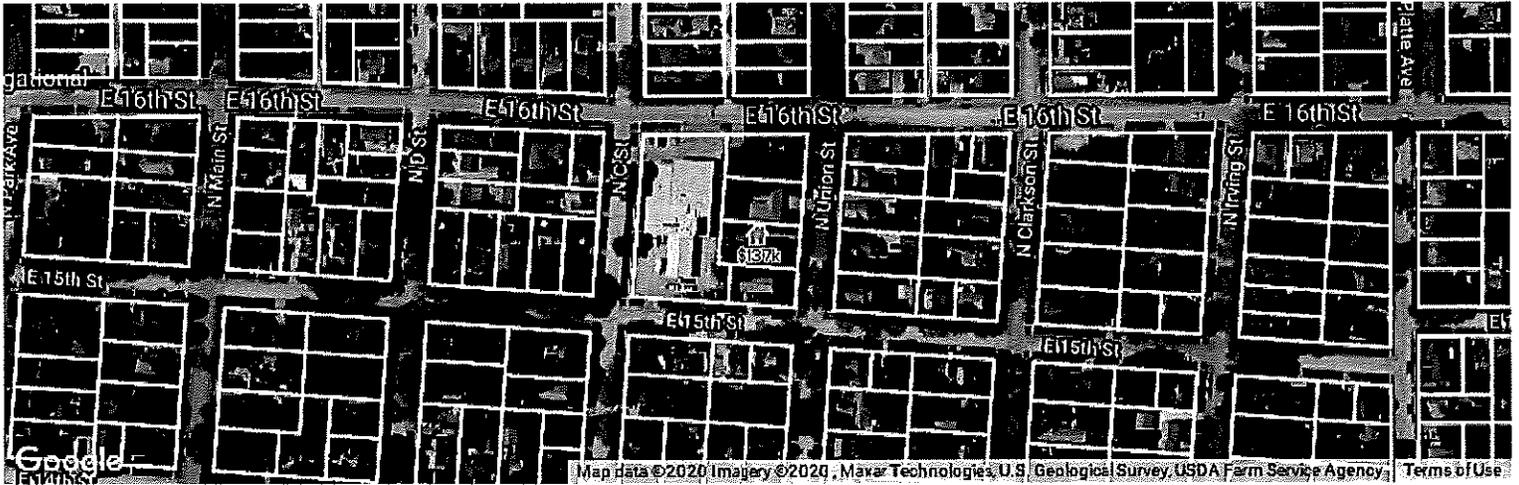
DODGE COUNTY REALTY GROUP
750 Clarmar Ave
Fremont, NE 68025

Comparative Market Analysis

This opinion or analysis is not an appraisal. It is intended only for the benefit of the addressee for the purpose of assisting buyers or sellers or prospective buyers or sellers in deciding the listing, offering, or sale price of the real property or for lending purposes in a transaction other than a federally related transaction. This opinion or analysis is not governed by the Real Property Appraiser Act.



1517 N Union St, Fremont, NE 68025



Legend: ■ Subject Property

OFF MARKET
 • Sold Date: 5/27/1998
 • Public Record

Current Estimated Value
\$137,000

Last AVM Update: 6/3/2020

AVM Est. Range: \$99,280 – \$172,720

AVM Confidence: ★☆☆☆☆

⬆️ AVM Change - Last 1 Month: \$1,000

➡️ AVM Change - Last 12 Months: –

Your Comp Analysis
\$200,000

Last Edited: 6/19/2020

\$121 Price per Sq. Ft.

Your Comp Analysis Range
\$189,900 – \$200,000

This report contains data and information that is publicly available and/or licensed from third parties and is provided to you on an "as is" and "as available" basis. The information is not verified or guaranteed. Neither this report nor the estimated value of a property is an appraisal of the property. Any valuation shown in this report has been generated by use of proprietary computer software that assembles publicly available property records and certain proprietary data to arrive at an approximate estimate of a property's value. Some portions of this report may have been provided by an RPR user; RPR is not responsible for any content provided by its users. RPR and its information providers shall not be liable for any claim or loss resulting from the content of, or errors or omissions in, information contained in this report.

Home Facts

Home Facts	Public Facts	Listing Facts	Realtor Refinements
Property Type	Single Family Residence	-	-
Property Subtype	Single Family	-	-
Bedrooms	-	-	4
Total Baths	2	-	-
Full Baths	1	-	-
Partial Baths	1	-	-
Living Area (sq ft)	1,659	-	-
Lot Size	10,360 sq ft	-	-
Lot Dimensions	10454 SF	-	-
Garage	Yes	-	-
Garage (spaces)	1	-	-
Year Built	1907	-	-
Roofing	Composition Shingle	-	-
Heating	Yes	-	-
Cooling	Yes	-	-
Construction	Frame	-	-
Exterior Walls	Wood	-	-
Number of Stories	2	-	-

Homeowner Facts

Owner Name (Public)	Garfield, Bart Raymond (Etux
Mailing Address	1517 N Union St Fremont NE 68025-3484
Owner Occupied	Yes

Extended Home Facts



Legend: 📍 Subject Property

Interior Details

Number of Plumbing Fixtures	006
Garage	288 sq ft

Exterior Details

Lot Size - Square Feet	10360 sq ft
Lot Size - Acres	0.240 ac

Location Details

Zoning	SINGLE FAMILY
Walkability Score (out of 5)	Overall: 2.3 Amenity: 2.3 Leisure: 2.5

Other Details

Building Condition	Good
Patio	144
Patio	48
Synthetic Deck	144
Synthetic Deck	48

Schools (based on location)

Elementary School	Bell Field Elementary School
Middle School	Fremont Middle School
High School	Fremont Senior High School
School District	Fremont Public Schools

Property History

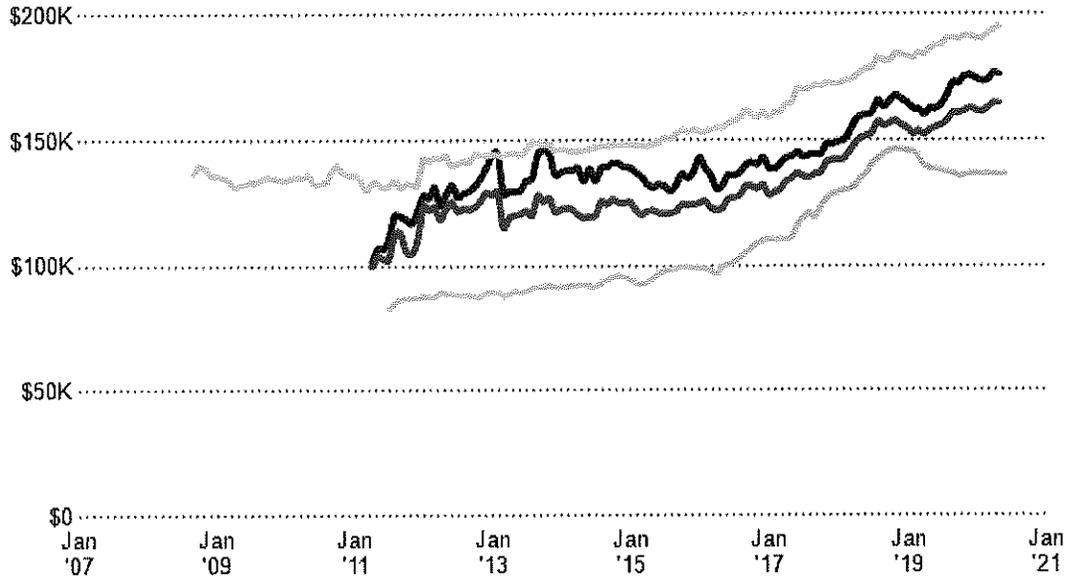
Median Estimated Home Value

This chart displays property estimates for an area and a subject property, where one has been selected. Estimated home values are generated by a valuation model and are not formal appraisals.

Data Source: Valuation calculations based on public records and MLS sources where licensed

Update Frequency: Monthly

-  This House
-  68025
-  Dodge County
-  Nebraska



Assessed Values

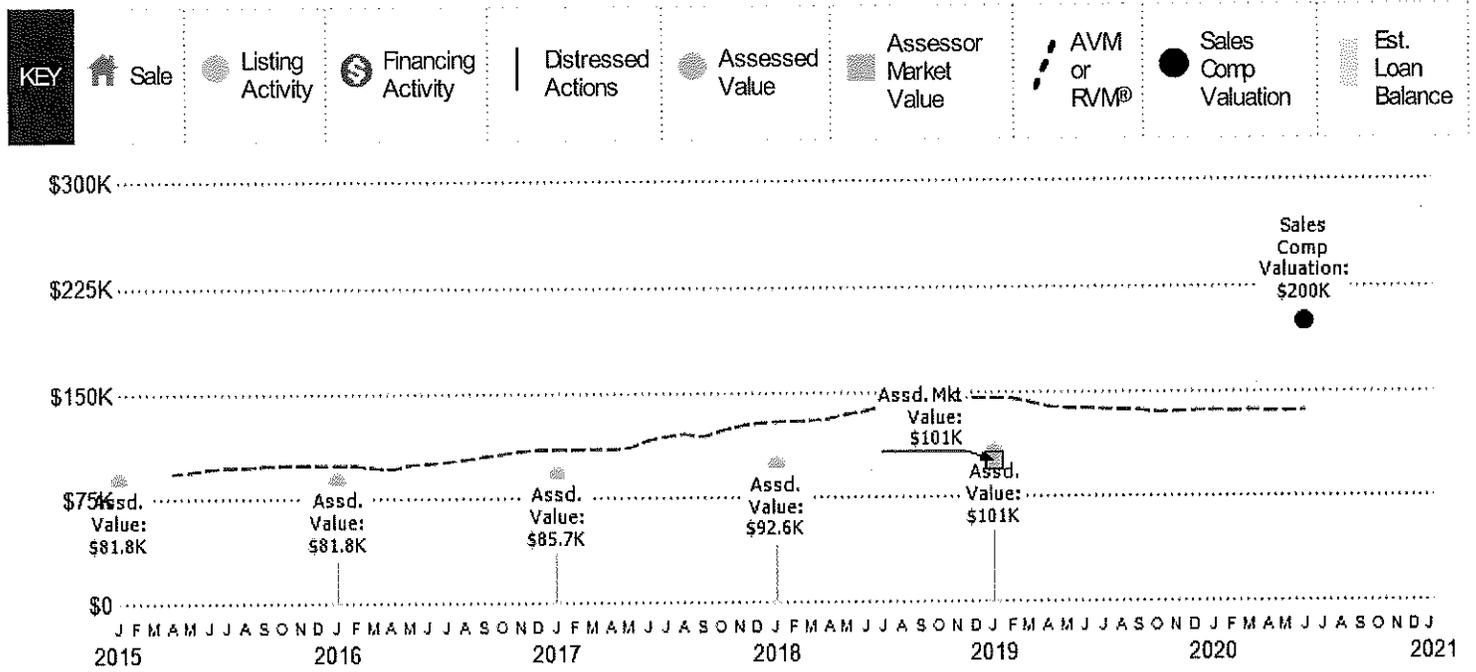
Date	Improvements	Land	Total	Tax
2019	\$81,957	\$18,922	\$100,879	\$1,960
2018	\$75,190	\$17,360	\$92,550	\$1,849
2017	\$68,370	\$17,360	\$85,730	\$1,675
2016	\$64,475	\$17,360	\$81,835	\$1,550
2015	\$64,475	\$17,360	\$81,835	\$1,532
2014	—	—	—	\$1,556
2013	—	—	—	\$1,610
2012	\$61,170	\$25,755	\$86,925	\$1,715
2011	\$61,170	\$25,755	\$86,925	—
2010	\$61,170	\$25,755	\$86,925	\$1,670
2008	—	—	\$85,745	—

Legal Description

APN: 270010570	Tax ID: —	Zoning: SINGLE FAMILY	Census Tract: 310539640.004001	Abbreviated Description: SEC/TWNRNG/MER-SEC 14 TWN 17 RNG 08 CHASES LOT 2 BLK G; MAP NUMBER: 2391-14- 4-91140-00G-0004	City/Municipality/Township: Fremont, NE 68025
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Sales and Financing Activity

This chart shows a property's sales and financing history. It can be used to compare the value of the property as seen by public records, such as deeds and tax records, with the estimated home value. Actions taken against the owner, such as the issuance of a Notice of Default, are noted. Sales activity, such as listing date and price reductions, are highlighted.

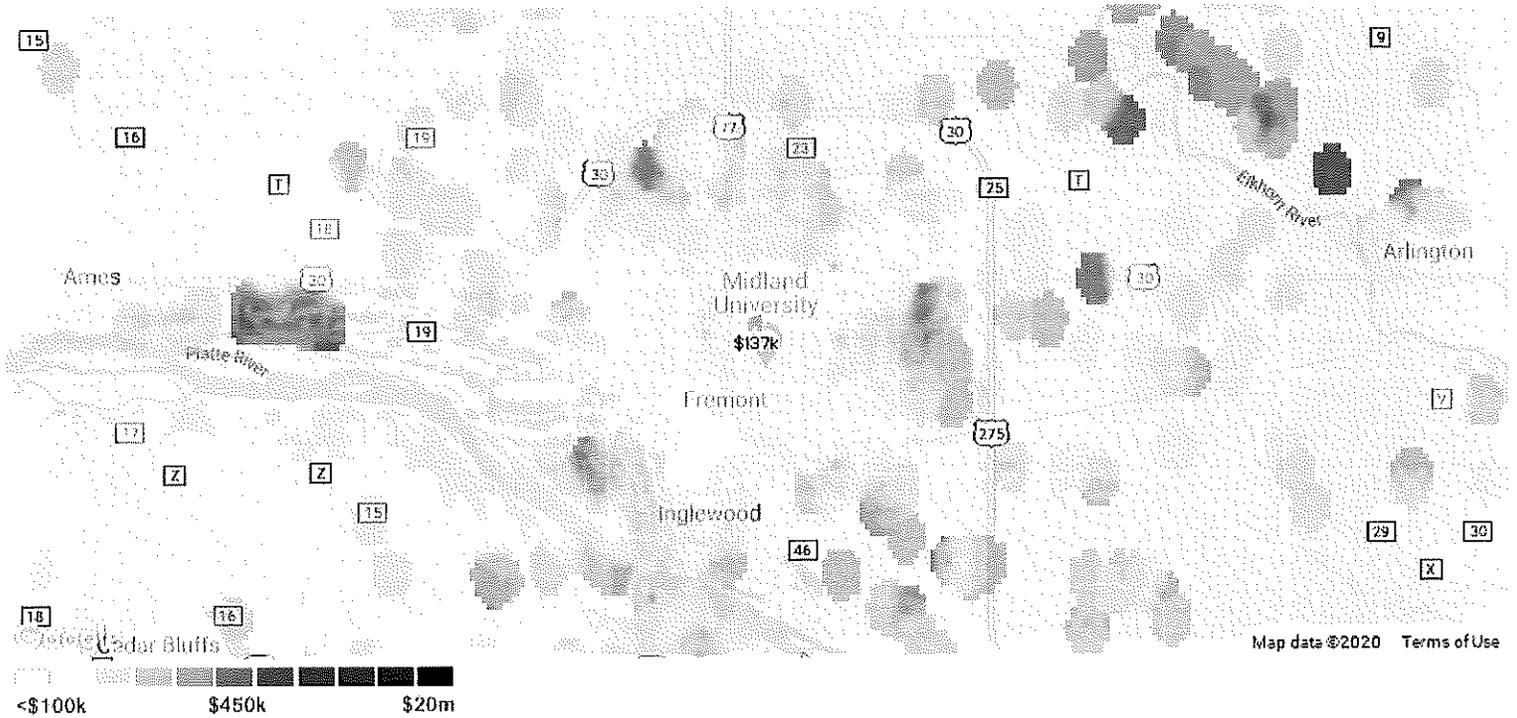


Data Source: Public records and proprietary data; listing data from on- and off-market listings sources

Update Frequency: Valuations are updated twice monthly; actions on the home, such as listing activity or distressed property notices, are updated daily as made available from public records sources

Market Activity for 68025

Estimated Home Values



This map layer shows the average estimated home values, based on the AVMs and RVMs® for properties in an area. Source(s): Public records and MLS data where licensed; updated Quarterly.

Market Snapshot

Compared with Last Year: June 19, 2019 vs. June 19, 2020

Median Est. Home Value

\$176K

Up 8.4%

Median Listing Price

\$155K

Up 19.2%

Median Days in RPR

170

Up 183.3%

Sales Volume

Listing Price vs. Sales Price

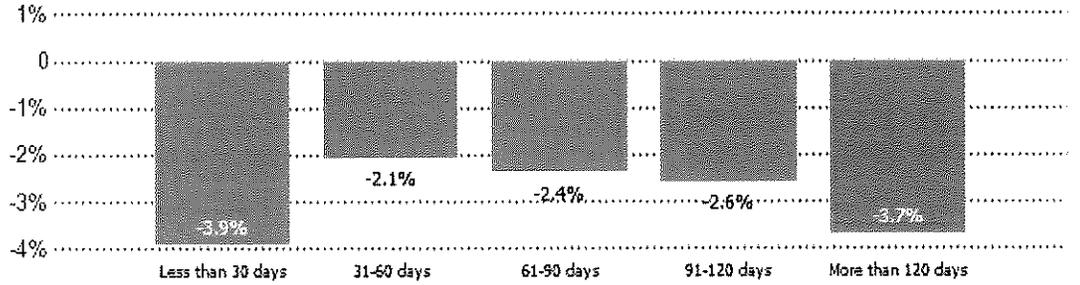
This chart displays the average percentage difference between the listing and selling price, compared by length of time properties were for sale in this market.

Data Source: On- and off-market listings sources

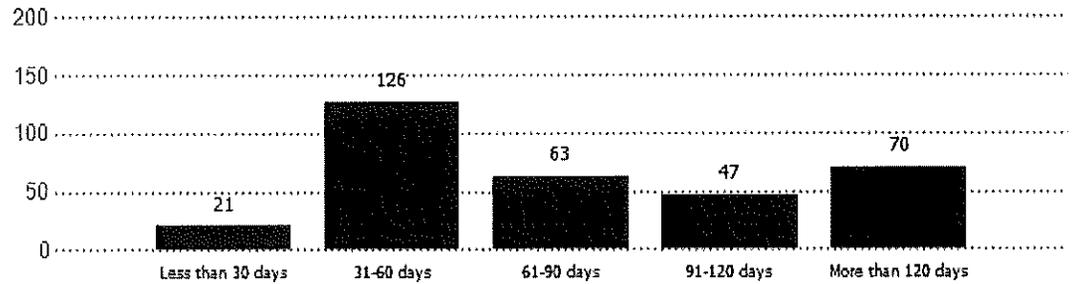
Update Frequency: Monthly

- Below Listing Price
- Number of Sales

Percentage Difference in Price



Number of Sales



Average Price Adjustments

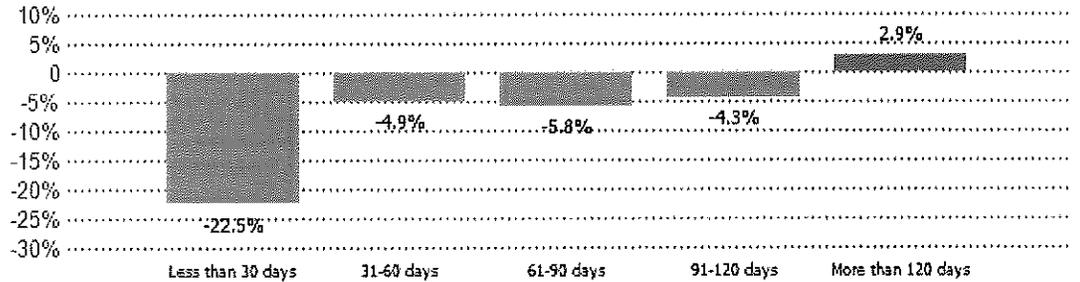
This chart displays the average percentage adjustment from the original list price, compared by length of time properties have been for sale in this market.

Data Source: On- and off-market listings sources

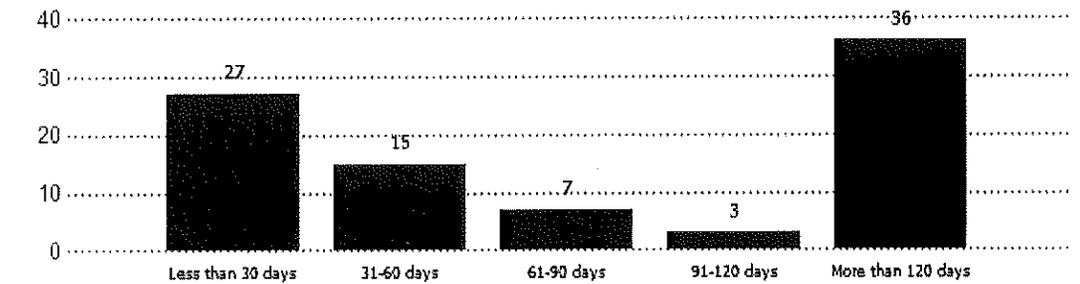
Update Frequency: Monthly

- Price Adjustments (+)
- Price Adjustments (-)
- Number of Price Adjustments - All Listings

Percentage Change in Listing Price



Number of Price Adjustments - All Listings



Market Health Charts and Comparisons

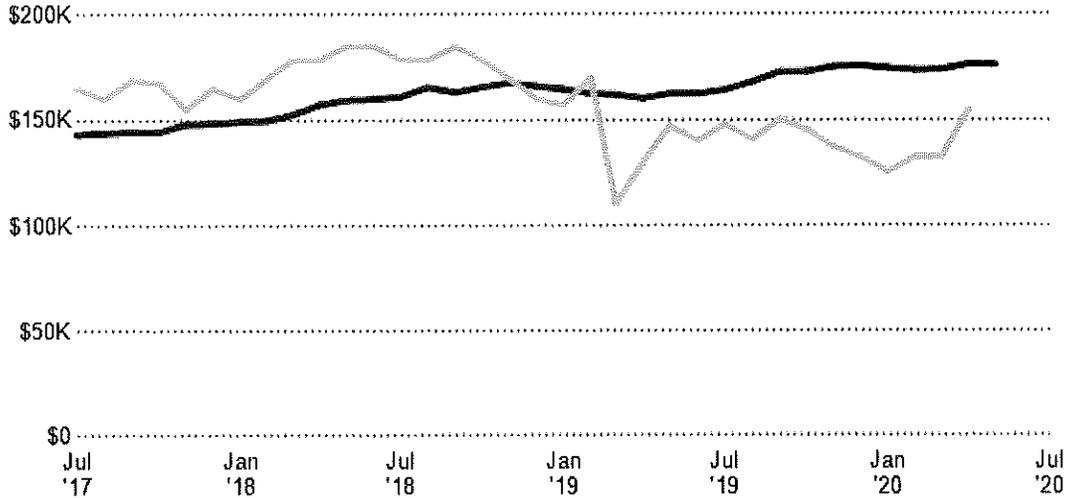
Median Estimated Home Value vs. Median Listing Price

This chart compares a ZIP code's median estimated home value with its median listing price. Estimated home values are generated by a valuation model and are not formal appraisals.

Data Source: Public records data; listing price data from on- and off-market listings sources

Update Frequency: Monthly

- Median Estimated Value
- Median List Price



Median Sales Price vs. Sales Volume

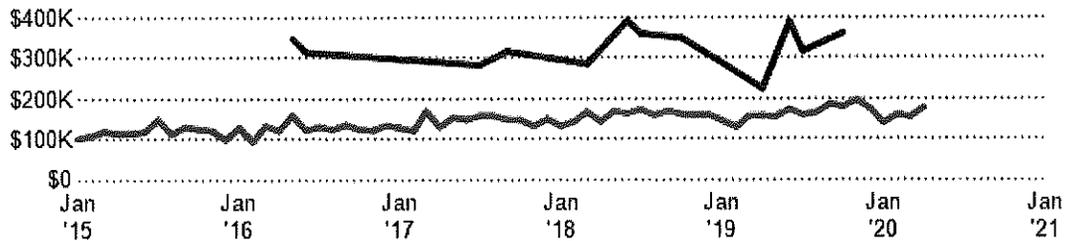
This chart compares the price trend and sales volume for homes in an area. Home prices typically follow sales volume, with a time lag, since sales activity is the driver behind price movements.

Data Source: Public records and listings data

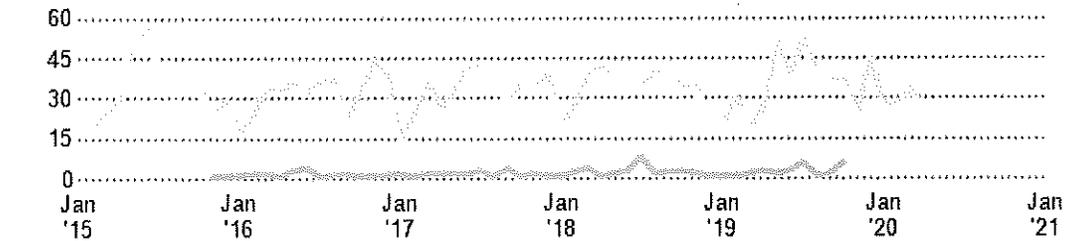
Update Frequency: Monthly

- Median Sales Price Public Records
- Median Sales Price Listings
- Sales Volume Public Records
- Sales Volume Listings

Median Sales Price



Sales Volume



Median Listing Price vs. Listing Volume

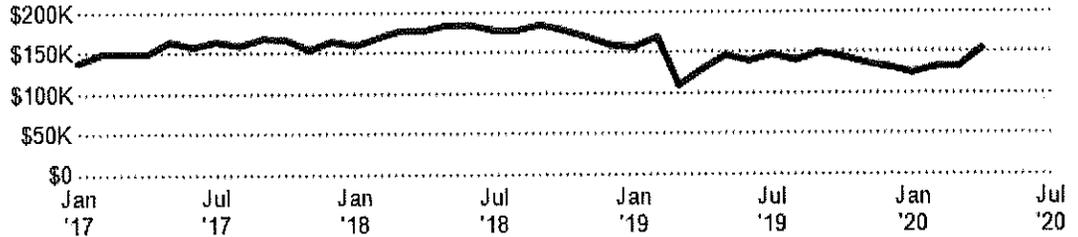
This chart compares the listing price and listing volume for homes in an area. Listing prices often follow listing volume, with a time lag, because supply can drive price movements.

Data Source: On- and off-market listings sources

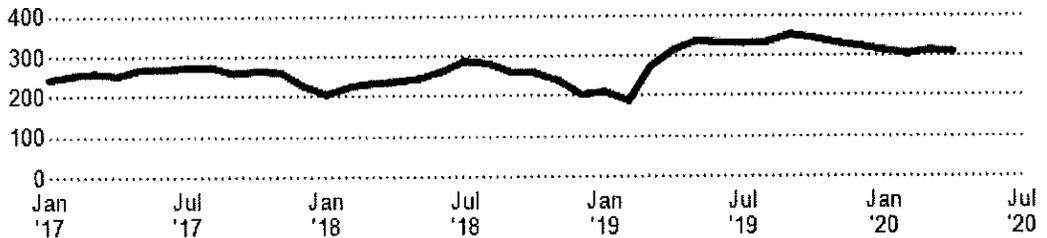
Update Frequency: Monthly

■ Median List Price
■ Listing Volume

Median List Price



Listing Volume



Listing Inventory

This chart shows the number of For Sale listings in a ZIP code.

Data Source: On- and off-market listings sources

Update Frequency: Daily

■ ZIP Count Listings by Property Type



Price per Bedroom of Homes Sold

This chart shows the distribution of homes reported sold in the past six months at different prices per bedroom in the area of your search. The amount shown for the subject property is sold data where available, or the property's estimated value when sales data are unavailable (such as a non-disclosure state) or provided in range format.

Data Source: Public records and MLS data where licensed

Update Frequency: Monthly

■ This House
■ Comps

This House

\$34K 1

Comps



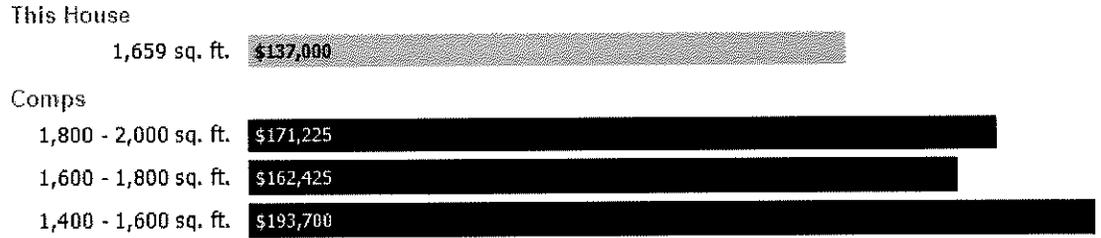
Median Sales Price by Square Footage

This chart shows the median price of homes reported sold in the past six months, according to the size of the living space (square footage sourced from public records). The amount shown for the subject property is sold data where available, or the property's estimated value when sales data are unavailable (such as non-disclosure states) or provided in range format.

Data Source: Public records and MLS data where licensed

Update Frequency: Monthly

This House
 Comps



Price Range of Homes Sold

This chart shows the distribution of homes reported sold in the past six months within different price ranges in the area of your search. The amount shown for the subject property is sold data where available, or the property's estimated value when sales data are unavailable (such as a non-disclosure state) or provided in range format.

Data Source: Public records data

Update Frequency: Monthly

This House
 Comps



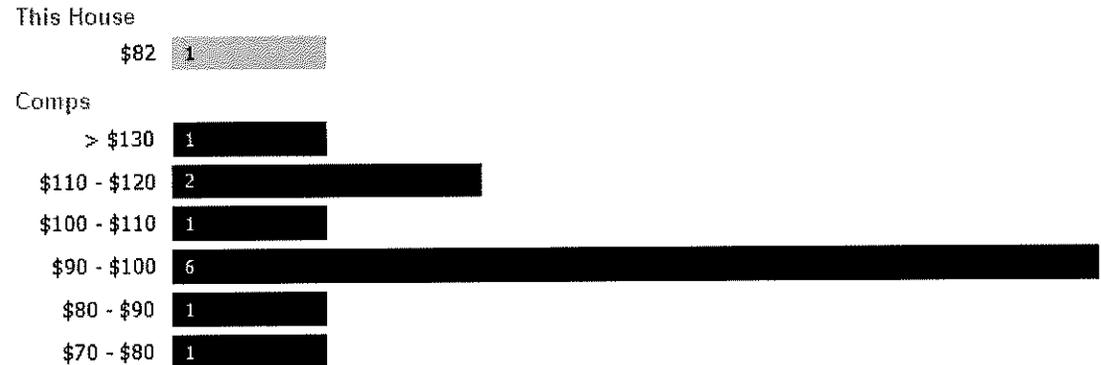
Price per Square Foot of Homes Sold

This chart shows the distribution of homes reported sold in the past six months at different prices per square foot (living area sourced from public records).

Data Source: Public records data

Update Frequency: Monthly

This House
 Comps



Age Range of Homes Sold

This chart shows the distribution of homes reported sold in the past six months of different age ranges in the area of your search.

Data Source: Public records data

Update Frequency: Monthly

 This House
 Comps

This House

113 yrs **1**

Comps

120 - 130 yrs **1**

110 - 120 yrs **1**

100 - 110 yrs **2**

90 - 100 yrs **4**

70 - 80 yrs **2**

60 - 70 yrs **1**

50 - 60 yrs **1**

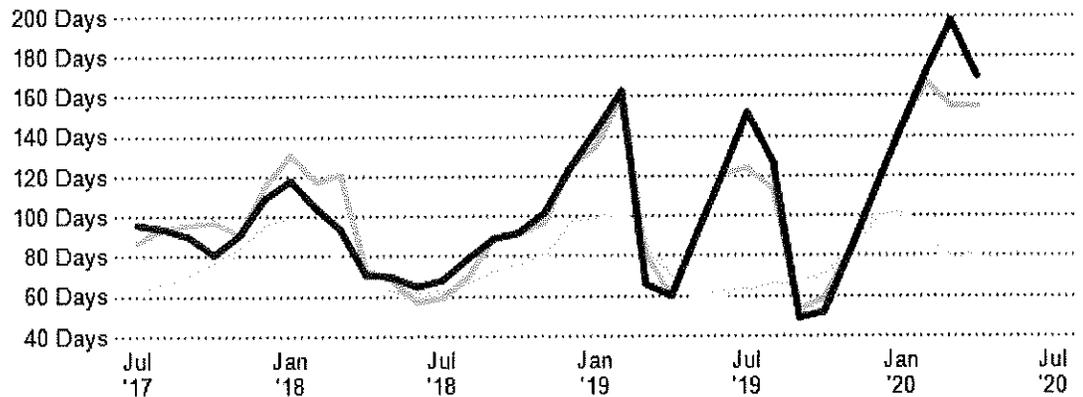
Median Days in RPR

This chart shows how long homes are listed on RPR before their status is converted to sold. The median is calculated for all homes sold in a given month.

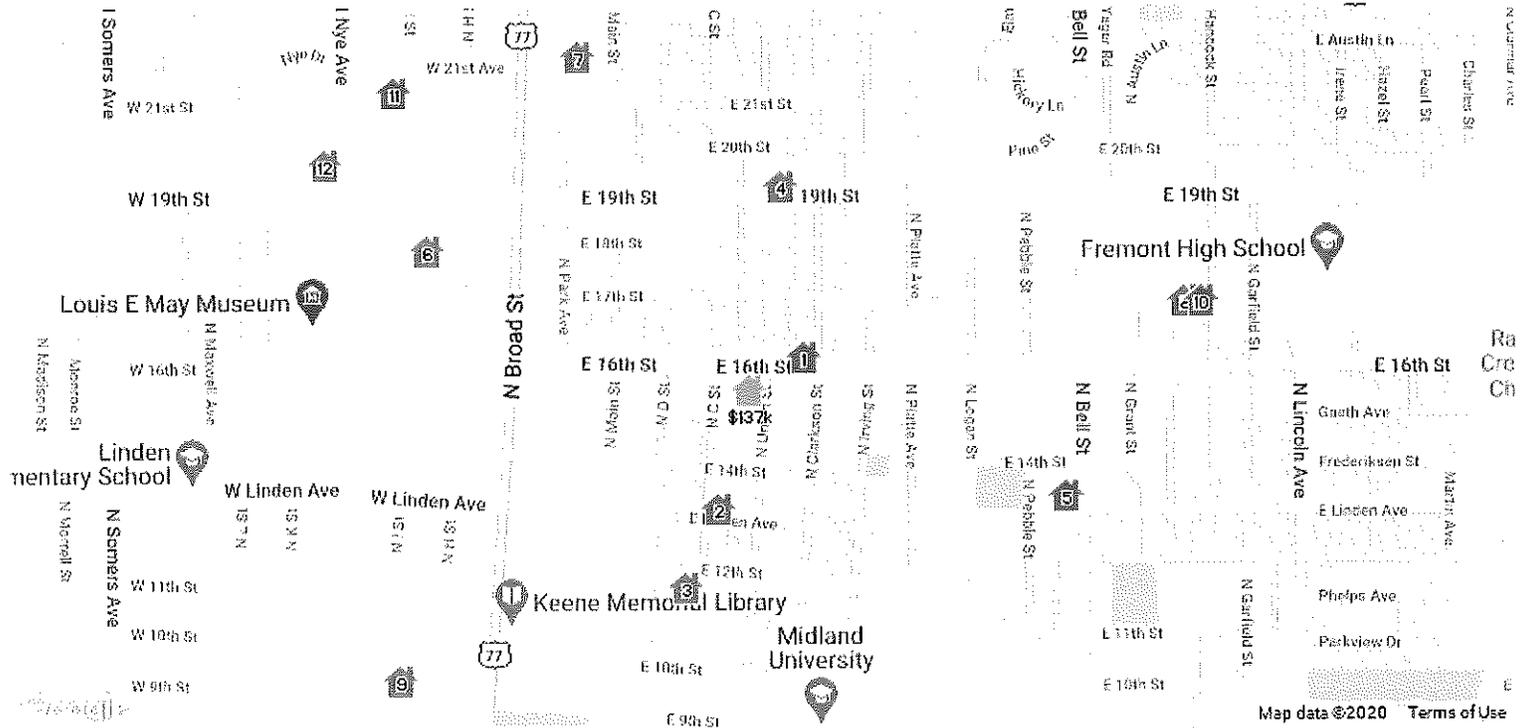
Data Source: On- and off-market listings sources

Update Frequency: Monthly

 68025
 Dodge County
Nebraska

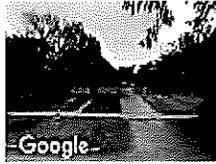


Comps Map



LEGEND: Subject Property Pending For Sale or For Lease Distressed Recent Sale Off Market

Comps
Selected by
Agent



Address	1517 N Union St Fremont, NE 68025	1605 N Clarkson St Fremont, NE 68025	406 E Linden Ave Fremont, NE 68025	1143 N C St Fremont, NE 68025	1906 N Union St Fremont, NE 68025
Status	Subject Property	Recently Sold	Sold	Sold	Sold
Amount	\$200,000 Comp Analysis	\$154,900 Sold Price	\$180,000 Sold Price	\$172,500 Sold Price	\$258,000 Sold Price
Recording Date	5/27/1998	6/1/2020	7/1/2019	10/25/2019	7/3/2019
Days in RPR	-	66	67	108	120
Price Per Sq. Ft.	\$121	\$93	\$119	\$97	\$172
Bedrooms	4	2	4	3	4
Total Baths	2	1	2	2	1
Partial Baths	1	1	-	-	1
Total Rooms	-	-	-	-	-
Living Area	1,659	1,664	1,512	1,774	1,501
Lot Size	10,360 sq ft	6,534 sq ft	6,600 sq ft	9,800 sq ft	7,431 sq ft
Year Built	1907	1945	1902	1923	1900
Living Area Range (low)	-	-	-	-	-
Living Area Range (high)	-	-	-	-	-
Property Type	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence
Proximity	-	.09 Mi.	.15 Mi.	.26 Mi.	.28 Mi.
MLS ID	-	22007431	21907330	21914808	21903070
Listing Broker	-	Courtesy of DODGE COUNTY REALTY GROUP	Courtesy of BHHS AMBASSADOR REAL ESTATE	Courtesy of DODGE COUNTY REALTY GROUP	Courtesy of DON PETERSON & ASSOCIATES RE
Description		Very meticulously maintained ranch home on a large corner lot, oversized two car garage that has fresh insulation and sheeting throughout. Along with a brand new heater. This home has been freshly painted and has new flooring. Call or text 402.720.5360 for your showing. No showings until 03.30.2020	Beautifully updated. 4-bedroom, 2-bathroom, 2 cars garage with huge driveway. This corner lot property is in the heart of fremont and features: all new windows, all new flooring, all new stainless steel appliances. Bathrooms are breathtaking featuring new tile, vinyl flooring and new fixtures. Also new interior and exterior paint on the entire house, new (2019) furnace and water heater. The list of updates goes on. This beauty will not last long. Laundry is on main floor. Measures approx. Agent has equity.	Welcome to your new home! this three bedroom two bath home is a dream come true. It has been updated throughout and still has the unique charm you've been looking for. Not only does it have tons of space inside it also has a large backyard with a deck and new concrete patio. Call for your showing today!	Investors! 3 properties in a package deal. 4 bedroom home on a large corner lot with single car garage. Newer kitchen, ceramic tile. 5th non-conforming bedroom downstairs and workshop area. 4 plex and a small cottage all included. Must be purchased together.

Highlighted fields were changed by agent to reflect knowledge of this property.

Comps Selected by Agent



Address	1517 N Union St Fremont, NE 68025	1048 E Linden Ave Fremont, NE 68025	1750 N I St Fremont, NE 68025	2160 N Park Ave Fremont, NE 68025	1646 Mayfair Ave Fremont, NE 68025
Status	Subject Property	Recently Sold	Sold	Sold	Sold
Amount	\$200,000 Comp Analysis	\$150,000 Sold Price	\$146,000 Sold Price	\$165,000 Sold Price	\$160,000 Sold Price
Recording Date	5/27/1998	4/15/2020	8/12/2019	10/18/2019	9/16/2019
Days in RPR	—	186	59	63	35
Price Per Sq. Ft.	\$121	\$75	\$101	\$85	\$100
Bedrooms	4	2	3	3	3
Total Baths	2	2	1	2	2
Partial Baths	1	—	1	1	1
Total Rooms	—	—	—	—	—
Living Area	1,659	1,999	1,440	1,950	1,607
Lot Size	10,360 sq ft	6,534 sq ft	7,450 sq ft	696 sq ft	9,044 sq ft
Year Built	1907	1920	1947	1925	1961
Living Area Range (low)	—	—	—	—	—
Living Area Range (high)	—	—	—	—	—
Property Type	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence
Proximity	—	.43 Mi.	.46 Mi.	.49 Mi.	.58 Mi.
MLS ID	—	21924348	21912510	21918695	21918273
Listing Broker	—	Courtesy of DODGE COUNTY REALTY GROUP	Courtesy of NEBRASKA REALTY BURTST	Courtesy of NP DODGERE SALES INC FREMONT	Courtesy of DON PETERSON & ASSOCIATES RE
Description		Two bedroom plus two non-conforming bedrooms in lower level. Living room, family room, office and large kitchen sitting on two lots close to park, tennis courts and shopping. Improvements include new roof, gutter guards, new steps to garage attic, new garage door & opener, some concrete, refinished deck, landscaping, interior painting, etc. Don't miss out on this over sized 2 car garage (includes shelving and bench) with large loft ready for your finishing touches. Hot tub does not convey with property. Wood floors under carpet. Sold as is. Ready for a quick closing.	Come home to this picturesque all american street - quiet neighborhood, with large trees, and walkable for daily strolls. 3 bed/1 bath/1 car with newly updated kitchen featuring tile backsplash. Updates bathroom, and recently finished 2nd level flex room - you get to decide what works best for you in this open, bright space. Large backyard with room for large garden. Ama	This charming and well maintained home has 3 bedrooms and 2 baths. Large 3 car garage with pull through drive to alley! new roof and gutters as well as newer windows. Large family room and workshop in basement. Ample amounts of storage throughout the home. Master bedroom has large walk in closet. There are wood floors under carpeting. Possibilities to make it your own. Ama contract pending - on market for back up offers only	Clean, clean, clean! move in ready 3 bedroom, 2 car ranch home in fabulous east location. Hardwood floors, fresh paint, newer windows, freshly poured driveway & sidewalks, finished lower level family room, 4th non - conforming bedroom & large fenced in yard. This home won't last long! agent has equity and holds a nebraska real estate license.

Highlighted fields were changed by agent to reflect knowledge of this property.

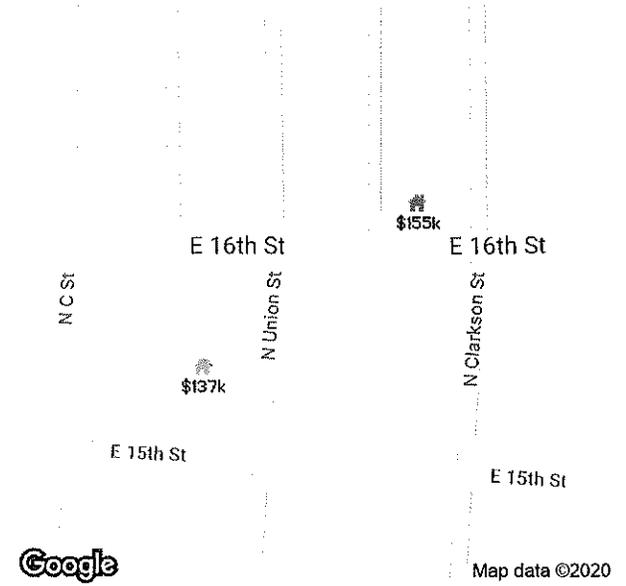
Comps
Selected by
Agent



Address	1517 N Union St Fremont, NE 68025	922 N I St Fremont, NE 68025	1649 N Hancock St Fremont, NE 68025	420 W 21st St Fremont, NE 68025	1929 N Nye Ave Fremont, NE 68025
Status	Subject Property	Sold	Recently Sold	Recently Sold	Sold
Amount	\$200,000 Comp Analysis	\$155,000 Sold Price	\$173,000 Sold Price	\$169,900 Sold Price	\$189,900 Sold Price
Recording Date	5/27/1998	7/3/2019	3/31/2020	5/15/2020	12/16/2019
Days in RPR	-	67	50	59	61
Price Per Sq. Ft.	\$121	\$96	\$96	\$120	\$100
Bedrooms	4	3	4	3	2
Total Baths	2	2	2	2	2
Partial Baths	1	-	1	1	1
Total Rooms	-	-	-	-	-
Living Area	1,659	1,615	1,800	1,416	1,904
Lot Size	10,360 sq ft	7,052 sq ft	6,534 sq ft	6,098 sq ft	10,018 sq ft
Year Built	1907	1923	1960	1928	1912
Living Area Range (low)	-	-	-	-	-
Living Area Range (high)	-	-	-	-	-
Property Type	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence
Proximity	-	.58 Mi.	.6 Mi.	.61 Mi.	.63 Mi.
MLS ID	-	21907498	22003062	22006430	21924727
Listing Broker	-	Courtesy of DON PETERSON & ASSOCIATES RE	Courtesy of BHEIS AMBASSADOR REAL ESTATE	Courtesy of DODGE COUNTY REALTY GROUP	Courtesy of DON PETERSON & ASSOCIATES RE
Description		Tons of character & charm in this 3 bedroom, 2 bath home! all appliances included including washer and dryer.	Fantastic ranch home in fremont's popular east side. Fully fenced in backyard, stainless steel appliances, hardwood floors and more!	This home is a dream come true!! this 3 bed 2 bath home has the charm you've been searching for! this turn of the century home features original hardwood floors throughout, large covered front porch (perfect for a porch swing) along with a large backyard for all of your entertaining needs! every single inch of this home is being used, from the table nook to spacious closets and tons of storage space in the basement. Seller paid home warranty included. Call or text for your showing today.	2 bedroom, 2 bath craftsman charmer. Main floor laundry, large rooms, natural wood work fireplace in living room, oak flooring, sun porch off of kitchen. Kitchen updated with built in desk 225 amp electrical panel. Full basement, 2 car attached garage. Move in condition! one of a kind! see associated docs for lease.

Highlighted fields were changed by agent to reflect knowledge of this property.

1605 N Clarkson St, Fremont, NE 68025



LEGEND: 📍 Subject Property 🏠 This Property

RECENTLY SOLD

• Sold Date: 6/1/2020
• MLS Listing 22007431: 3/27/2020

Sold Price

\$154,900

Sold Date: 6/1/2020
Days in RPR: 66

Current Estimated Value

\$139,720

Last RVM® Update: 6/3/2020

RVM® Est. Range:
\$132,506 – \$146,454

RVM® Confidence:



📈 RVM® Change
Last 1 Month: \$860

📈 RVM® Change
Last 12 Months: 17.75%

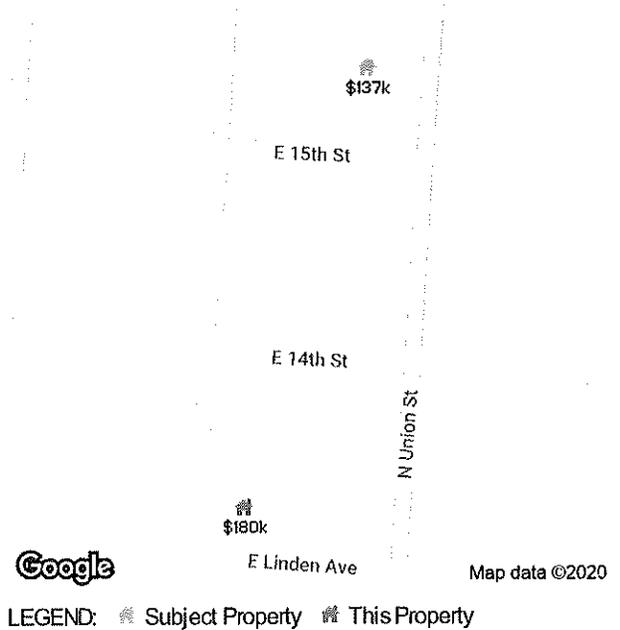
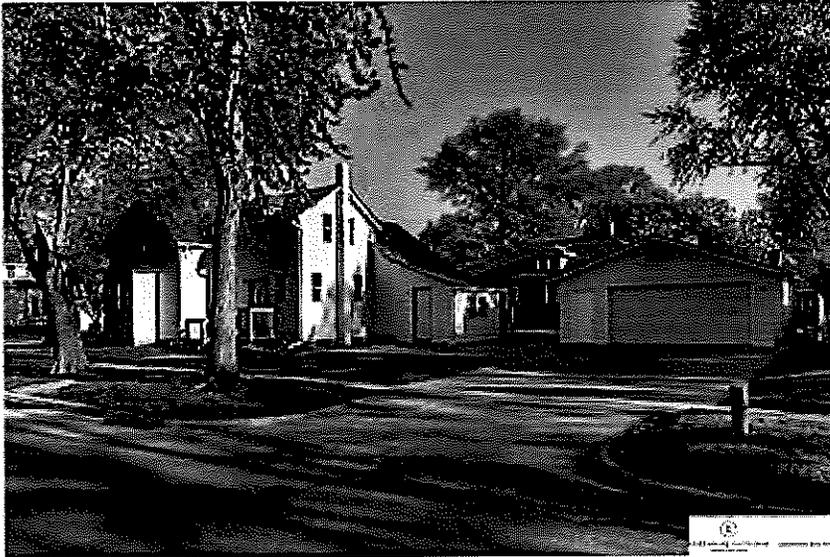
Very meticulously maintained ranch home on a large corner lot, over-sized two car garage that has fresh insulation and sheeting throughout. Along with a brand new heater. This home has been freshly painted and has new flooring. Call or text 402.720.5360 for your showing. NO SHOWINGS UNTIL 03.30.2020

Home Facts

	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	2	2
Total Baths	2	1
Full Baths	1	1
Partial Baths	1	–
Living Area (sq ft)	832	1,664
Lot Size	6,472 sq ft	6,534 sq ft
Lot Dimensions	6534 SF	6472
Basement (sq ft)	–	832
Garage	Yes	Detached
Garage (spaces)	2	2
Year Built	1945	1945
Roofing	Composition Shingle	–
Heating	Yes	Forced Air
Cooling	Yes	Central
Basement	Full Basement	Yes
Construction	Frame	–
Exterior Walls	Siding (Alum/Vinyl)	–
Number of Stories	1 story with Basement	–

Courtesy of DODGE COUNTY REALTY GROUP

406 E Linden Ave, Fremont, NE 68025



SOLD
 • Sold Date: 7/1/2019
 • MLS Listing 21907330: 4/25/2019

Sold Price
\$180,000

Sold Date: 7/1/2019
 Days in RPR: 67

Current Estimated Value
\$176,080

Last RVM® Update: 6/3/2020

RVM® Est. Range:
\$157,329 – \$192,291

RVM® Confidence:
 ★★★★★

↑ RVM® Change
 Last 1 Month: \$1,650

↑ RVM® Change
 Last 12 Months: 21.04%

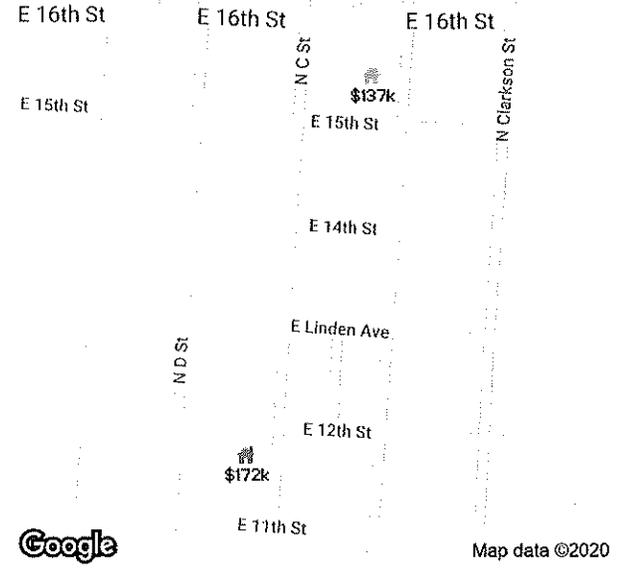
Beautifully Updated. 4-bedroom, 2-bathroom, 2 cars garage with huge driveway. This Corner lot property is in the heart of Fremont and features All new windows, all new flooring, ALL NEW stainless-steel appliances. Bathrooms are breathtaking featuring new tile, vinyl flooring and new fixtures. A...

Home Facts

	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	5	4
Total Baths	2	2
Full Baths	2	2
Partial Baths	–	–
Living Area (sq ft)	1,705	1,512
Lot Size	6,600 sq ft	–
Lot Dimensions	6534 SF	100 x 66
Garage	Yes	Attached
Garage (spaces)	2	2
Year Built	1902	1902
Roofing	Composition Shingle	Composition
Heating	Yes	Forced Air
Cooling	Yes	Central
Basement	–	Yes
Foundation	Slab	–
Construction	Frame	–
Exterior Walls	Siding (Alum/Vinyl)	Hardboard
Number of Stories	2	–

Courtesy of BHHS AMBASSADOR REAL ESTATE

1143 N C St, Fremont, NE 68025



LEGEND: 📍 Subject Property 🏠 This Property

SOLD
• Sold Date: 10/25/2019
• MLS Listing 21914808: 7/9/2019

Sold Price

\$172,500

Sold Date: 10/25/2019
Days in RPR: 108

Current Estimated Value

\$155,790

Last RVM® Update: 6/3/2020

RVM® Est. Range:
\$148,079 - \$166,981

RVM® Confidence:



↓ RVM® Change
Last 1 Month: -\$1,740

↑ RVM® Change
Last 12 Months: 3.49%

Welcome to YOUR new home!
This three bedroom two bath home is a dream come true. It has been updated throughout and still has the unique charm you've been looking for. Not only does it have tons of space inside it also has a large backyard with a deck and new concrete patio. Call for your showing t...

Your Comp Analysis

Last Edited: -
- Price per Sq. Ft.

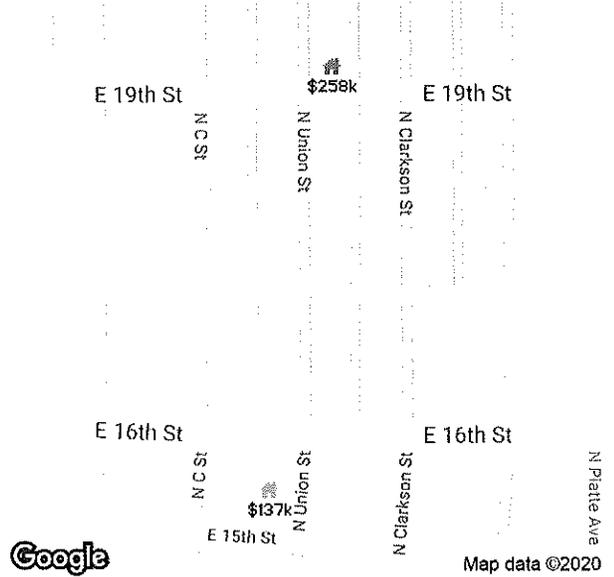
Your Comp Analysis Range
\$130,000
-
\$170,000

Home Facts

	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	4	3
Total Baths	2	2
Full Baths	2	2
Partial Baths	-	-
Living Area (sq ft)	942	1,774
Lot Size	9,800 sq ft	-
Lot Dimensions	10019 SF	.23
Garage	Yes	Detached
Garage (spaces)	2	2
Year Built	1923	1923
Roofing	Composition Shingle	-
Heating	Yes	Forced Air
Cooling	Yes	Central
Fireplaces	1	1
Basement	Full Basement	Yes
Foundation	Slab	-
Construction	Frame	-
Exterior Walls	Siding (Alum/Vinyl)	Brick/Other, Vinyl Siding
Number of Stories	1 story with Basement	-

Courtesy of DODGE COUNTY REALTY GROUP

1906 N Union St, Fremont, NE 68025



LEGEND: 📍 Subject Property 📍 This Property

SOLD

• Sold Date: 7/3/2019
• MLS Listing 21903070: 3/5/2019

Sold Price

\$258,000

Sold Date: 7/3/2019
Days in RPR: 120

Current Estimated Value

\$211,230

Last RVM® Update: 6/3/2020

RVM® Est. Range:
\$194,949 – \$238,271

RVM® Confidence:



↓ RVM® Change
Last 1 Month: **-\$5,070**

↓ RVM® Change
Last 12 Months: **-19.08%**

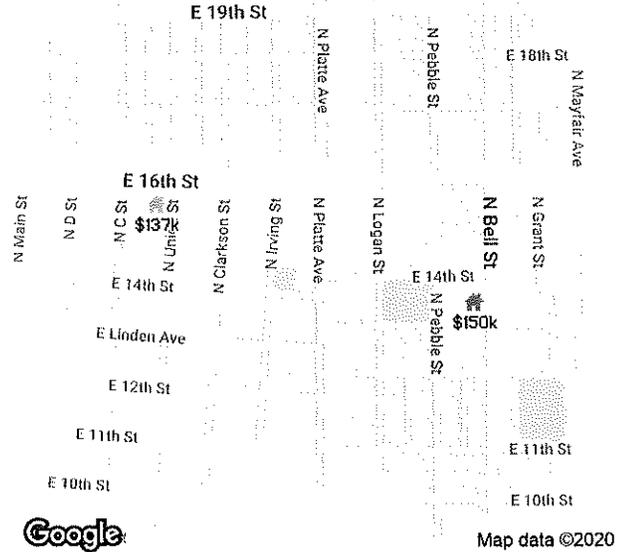
Investors! 3 properties in a package deal. 4 bedroom home on a large corner lot with single car garage. Newer kitchen, ceramic tile. 5th non-conforming bedroom downstairs and workshop area. 4 plex and a small cottage all included. Must be purchased together.

Home Facts

	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	3	4
Total Baths	3	1
Full Baths	2	1
Partial Baths	1	-
Living Area (sq ft)	1,675	1,501
Lot Size	7,431 sq ft	-
Lot Dimensions	7405 SF	56 x 133
Basement (sq ft)	-	150
Garage	Yes	Attached
Garage (spaces)	1	1
Year Built	1900	1900
Roofing	Composition Shingle	Composition
Heating	Yes	Forced Air
Cooling	Yes	Central
Basement	Partial Basement	Yes
Construction	Frame	-
Exterior Walls	Siding (Alum/Vinyl)	Vinyl Siding
Number of Stories	1.5+B	-

Courtesy of DON PETERSON & ASSOCIATES R E

1048 E Linden Ave, Fremont, NE 68025



LEGEND: 📍 Subject Property 📍 This Property

RECENTLY SOLD

• Sold Date: 4/15/2020
• MLS Listing 21924348: 10/12/2019

Sold Price

\$150,000

Sold Date: 4/15/2020
Days in RPR: 186

Current Estimated Value

\$146,970

Last RVM® Update: 6/3/2020

RVM® Est. Range:
\$139,460 – \$154,140

RVM® Confidence:



↓ RVM® Change
Last 1 Month: **-\$70**

↑ RVM® Change
Last 12 Months: **5.02%**

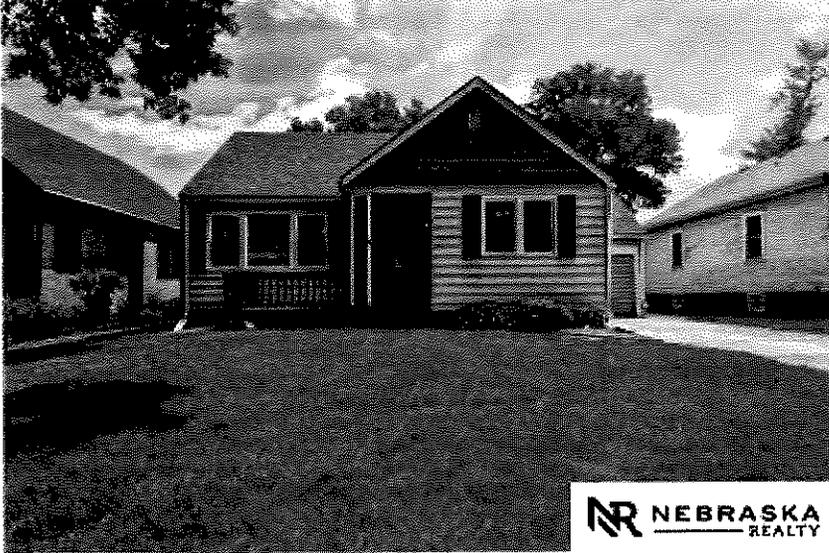
Two bedroom plus two non-conforming bedrooms in lower level. Living room, family room, office and large kitchen sitting on two lots close to park, tennis courts and shopping. Improvements include new roof, gutter guards, new steps to garage attic, new garage door & opener, some concrete, refinished...

Home Facts

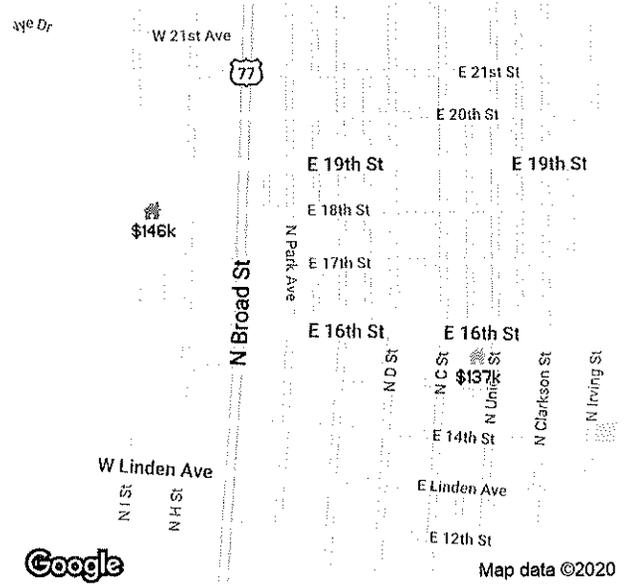
	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	2	2
Total Baths	2	2
Full Baths	2	2
Partial Baths	–	–
Living Area (sq ft)	1,182	1,999
Lot Size	6,300 sq ft	6,534 sq ft
Lot Dimensions	6534 SF	6300 sqft
Basement (sq ft)	–	757
Garage	Yes	Detached
Garage (spaces)	3	2
Year Built	1920	1920
Roofing	Composition Shingle	Composition
Heating	Forced Air Unit	Forced Air
Cooling	Yes	Central
Basement	Full Basement	Yes
Foundation	Slab	–
Construction	Frame	–
Exterior Walls	Siding (Alum/Vinyl)	Vinyl Siding
Number of Stories	1.5+B	–

Courtesy of DODGE COUNTY REALTY GROUP

1750 N I St, Fremont, NE 68025



NR NEBRASKA REALTY



LEGEND: 📍 Subject Property 🏠 This Property

BOLD

• Sold Date: 8/12/2019
• MLS Listing 21912510: 6/14/2019

Sold Price
\$146,000

Sold Date: 8/12/2019
Days in RPR: 59

Current Estimated Value
\$141,860

Last RVM® Update: 6/3/2020

RVM® Est. Range:
\$127,810 – \$153,090

RVM® Confidence:



📈 RVM® Change
Last 1 Month: **\$1,740**

📈 RVM® Change
Last 12 Months: **-**

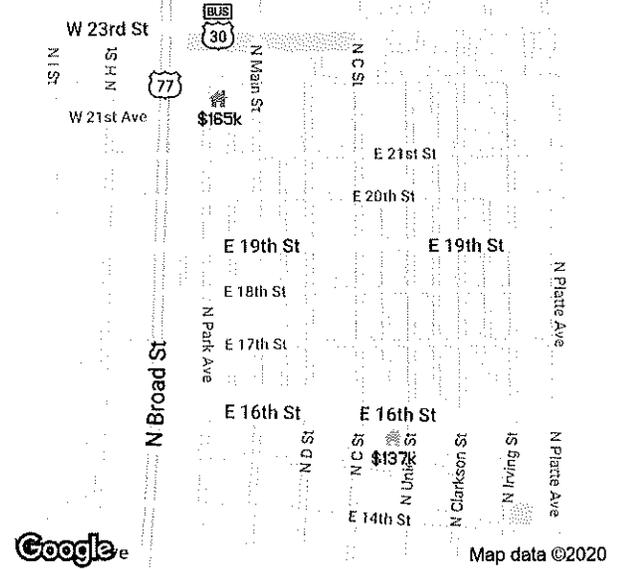
Come home to this picturesque all American street - quiet neighborhood, with large trees, and walkable for daily strolls. 3 Bed/1Bath/1car with newly updated kitchen featuring tile backsplash. Updates bathroom, and recently finished 2nd level flex room - you get to decide what works best for you in...

Home Facts

	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	2	3
Total Baths	2	1
Full Baths	1	1
Partial Baths	1	-
Living Area (sq ft)	1,428	1,440
Lot Size	7,450 sq ft	-
Lot Dimensions	7405 SF	50x149
Basement (sq ft)	-	400
Garage	Yes	Attached
Garage (spaces)	1	1
Year Built	1947	1947
Roofing	Composition Shingle	Rock
Heating	Yes	Forced Air
Cooling	Yes	Central
Basement	Full Basement	Yes
Construction	Frame	-
Exterior Walls	Siding (Alum/Vinyl)	Steel Siding
Number of Stories	1.5+B	-

Courtesy of NEBRASKA REALTY BURT ST

2160 N Park Ave, Fremont, NE 68025



LEGEND: 📍 Subject Property 🏠 This Property

SOLD
• Sold Date: 10/18/2019
• MLS Listing 21918695: 8/16/2019

Sold Price
\$165,000

Sold Date: 10/18/2019
Days in RPR: 63

Current Estimated Value
\$154,380

Last RVM® Update: 6/3/2020

RVM® Est. Range:
\$138,555 – \$169,345

RVM® Confidence:
★★★★★

📈 RVM® Change
Last 1 Month: **\$270**

📈 RVM® Change
Last 12 Months: **8.39%**

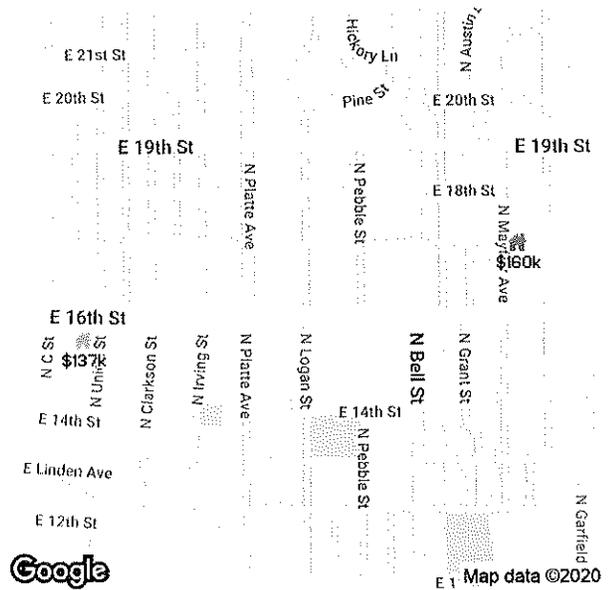
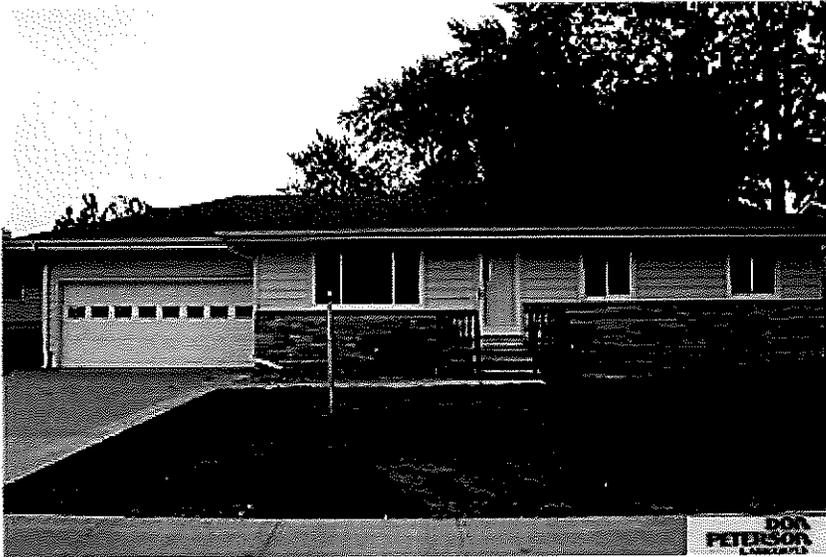
This charming and well maintained home has 3 bedrooms and 2 baths. Large 3 car garage with pull through drive to alley! New roof and gutters as well as newer windows. Large family room and workshop in basement. Ample amounts of storage throughout the home. Master bedroom has large walk-in closet. T...

Home Facts

Home Facts	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	–	3
Total Baths	2	2
Full Baths	1	2
Partial Baths	1	–
Living Area (sq ft)	1,300	1,950
Lot Size	7,049 sq ft	696 sq ft
Lot Dimensions	6970 SF	134 x 52
Basement (sq ft)	–	650
Garage	Yes	Detached
Garage (spaces)	3	3
Year Built	1925	1925
Roofing	Composition Shingle	Composition
Heating	Yes	Forced Air
Cooling	Yes	Central
Basement	Full Basement	Yes
Foundation	Slab	–
Construction	Frame	–
Exterior Walls	Siding (Alum/Vinyl)	Vinyl Siding
Number of Stories	1 story with Basement	–

Courtesy of NP DODGE RE SALES INC FREMONT

1646 Mayfair Ave, Fremont, NE 68025



Google

Map data ©2020

LEGEND: Subject Property This Property

SOLD
• Sold Date: 9/16/2019
• MLS Listing 21918273: 8/12/2019

Sold Price
\$160,000

Sold Date: 9/16/2019
Days in RPR: 35

Current Estimated Value
\$154,630

Last RVM® Update: 6/3/2020

RVM® Est. Range:
\$146,737 – \$162,183

RVM® Confidence:
★★★★★

↑ RVM® Change
Last 1 Month: **\$270**

↑ RVM® Change
Last 12 Months: **2.93%**

Clean, Clean, Clean! Move in ready 3 bedroom, 2 car ranch home in fabulous East location. Hardwood floors, fresh paint, newer windows, freshly poured driveway & sidewalks, finished lower level family room, 4th non-conforming bedroom & large fenced in yard. This home won't last long! Agent has equ...

Home Facts

	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	3	3
Total Baths	2	2
Full Baths	1	2
Partial Baths	1	—
Living Area (sq ft)	1,120	1,607
Lot Size	9,044 sq ft	—
Lot Dimensions	9148 SF	9,044 sq. ft.
Basement (sq ft)	—	487
Garage	Yes	Attached
Garage (spaces)	2	2
Year Built	1961	1961
Roofing	Composition Shingle	Composition
Heating	Yes	Forced Air
Cooling	Yes	Central
Basement	Full Basement	Yes
Construction	Frame	—
Exterior Walls	Siding (Alum/Vinyl)	Brick/Other, Vinyl Siding
Number of Stories	1 story with Basement	—

Courtesy of DON PETERSON & ASSOCIATES R E

922 N I St, Fremont, NE 68025



LEGEND: 🏠 Subject Property 🏠 This Property

SOLD
• Sold Date: 7/3/2019
• MLS Listing 21907498: 4/27/2019

Sold Price
\$155,000

Sold Date: 7/3/2019
Days in RPR: 67

Current Estimated Value
\$154,450

Last RVM® Update: 6/3/2020

RVM® Est. Range:
\$138,924 – \$169,796

RVM® Confidence:



📈 RVM® Change
Last 1 Month: **\$1,370**

📉 RVM® Change
Last 12 Months: **-0.02%**

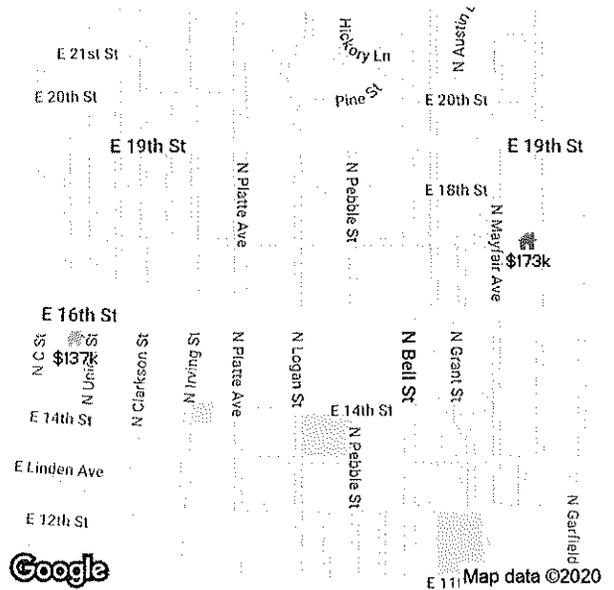
Tons of character & charm in this 3 bedroom, 2 bath home! All appliances included including washer and dryer.

Home Facts

	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	–	3
Total Baths	2	2
Full Baths	2	2
Partial Baths	–	–
Living Area (sq ft)	1,632	1,615
Lot Size	7,052 sq ft	–
Lot Dimensions	6970 SF	70.11 x 100.58
Garage	Yes	Detached
Garage (spaces)	1	2
Year Built	1923	1923
Roofing	Composition Shingle	Composition
Heating	Yes	Forced Air
Cooling	Yes	Central
Fireplaces	1	1
Basement	Full Basement	Yes
Foundation	Slab	–
Construction	Frame	–
Exterior Walls	Siding (Alum/Vinyl)	Vinyl Siding
Number of Stories	1.5+B	–

Courtesy of DON PETERSON & ASSOCIATES R E

1649 N Hancock St, Fremont, NE 68025



LEGEND: 📍 Subject Property 📍 This Property

RECENTLY SOLD

• Sold Date: 3/31/2020
• MLS Listing 22003062: 2/10/2020

Sold Price

\$173,000

Sold Date: 3/31/2020
Days in RPR: 50

Current Estimated Value

\$162,890

Last RVM® Update: 6/3/2020

RVM® Est. Range:
\$154,641 – \$170,919

RVM® Confidence:



↓ RVM® Change
Last 1 Month: **-\$20**

↑ RVM® Change
Last 12 Months: **5.84%**

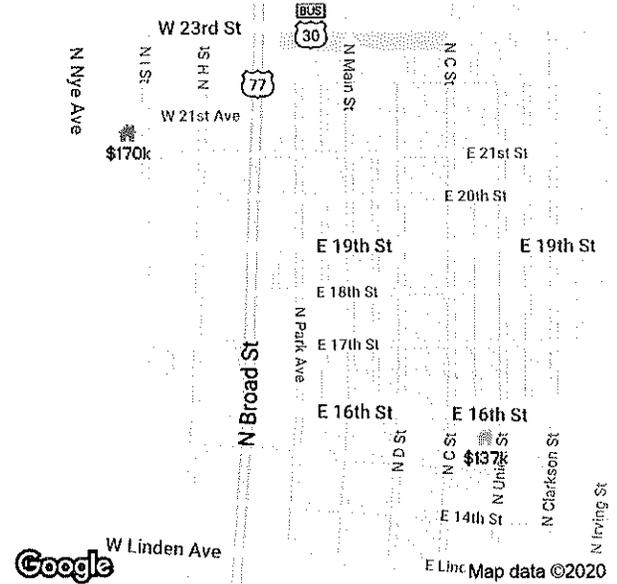
Fantastic ranch home in Fremont's popular East side. Fully fenced in backyard, stainless steel appliances, hardwood floors and more!

Home Facts

	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	3	4
Total Baths	3	2
Full Baths	2	2
Partial Baths	1	—
Living Area (sq ft)	1,120	1,800
Lot Size	6,510 sq ft	6,534 sq ft
Lot Dimensions	6534 SF	6,510 Sq Ft
Basement (sq ft)	—	680
Garage	Yes	Attached
Garage (spaces)	1	1
Year Built	1960	1960
Roofing	Composition Shingle	Composition
Heating	Yes	Forced Air
Cooling	Yes	Central
Basement	Full Basement	Yes
Foundation	Slab	—
Construction	Frame	—
Exterior Walls	Siding (Alum/Vinyl)	—
Number of Stories	1 story with Basement	—

Courtesy of BHHS AMBASSADOR REAL ESTATE

420 W 21st St, Fremont, NE 68025



LEGEND: 📍 Subject Property 📍 This Property

RECENTLY SOLD

• Sold Date: 5/15/2020
• MLS Listing 22006430: 3/17/2020

Sold Price

\$169,900

Sold Date: 5/15/2020
Days in RPR: 59

Current Estimated Value

\$156,290

Last RVM® Update: 6/3/2020

RVM® Est. Range:
\$135,903 – \$169,497

RVM® Confidence:



↑ RVM® Change
Last 1 Month: **\$3,220**

↑ RVM® Change
Last 12 Months: **10.24%**

This home is a dream come true!! This 3 bed 2 bath home has the charm you've been searching for! This turn of the century home features original hardwood floors throughout, large covered front porch (perfect for a porch swing) along with a large backyard for all of your entertaining needs! Every s...

Your Comp Analysis

\$159,900

Last Edited: --

\$226 Price per Sq. Ft.

Your Comp Analysis Range

\$140,000 –

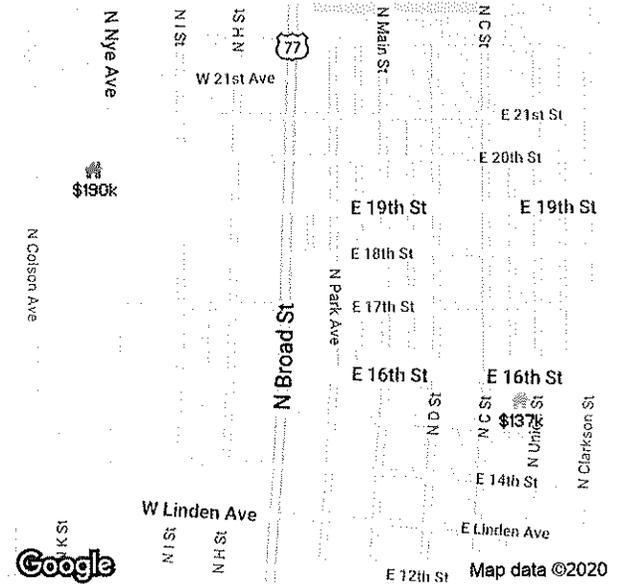
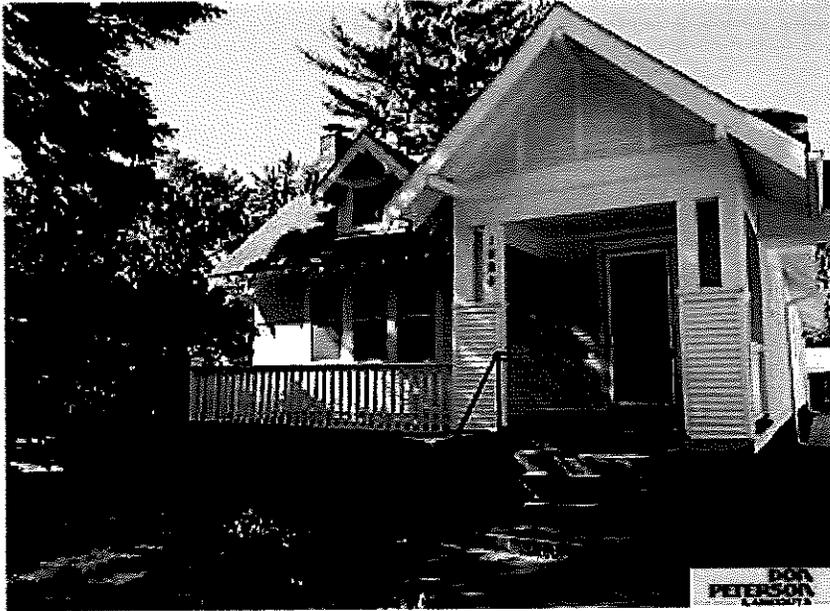
\$159,900

Home Facts

	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	3	3
Total Baths	3	2
Full Baths	2	2
Partial Baths	1	–
Living Area (sq ft)	708	1,416
Lot Size	6,178 sq ft	6,098 sq ft
Lot Dimensions	6098 SF	6,178 SQUARE FEET
Garage	Yes	Detached
Garage (spaces)	1	2
Year Built	1928	1928
Roofing	Composition Shingle	Composition
Heating	Yes	Forced Air
Cooling	Yes	Central
Basement	Full Basement	Yes
Construction	Frame	–
Exterior Walls	Siding (Alum/Vinyl)	Wood
Number of Stories	1 story with Basement	–

Courtesy of DODGE COUNTY REALTY GROUP

1929 N Nye Ave, Fremont, NE 68025



LEGEND: 📍 Subject Property 🏠 This Property

SOLD
• Sold Date: 12/16/2019
• MLS Listing 21924727: 10/16/2019

Sold Price
\$189,900

Sold Date: 12/16/2019
Days in RPR: 61

Current Estimated Value
\$185,370

Last RVM® Update: 6/3/2020

RVM® Est. Range:
\$177,261 – \$195,919

RVM® Confidence:
★★★★★

↓ RVM® Change
Last 1 Month: **-\$2,080**

↑ RVM® Change
Last 12 Months: **–**

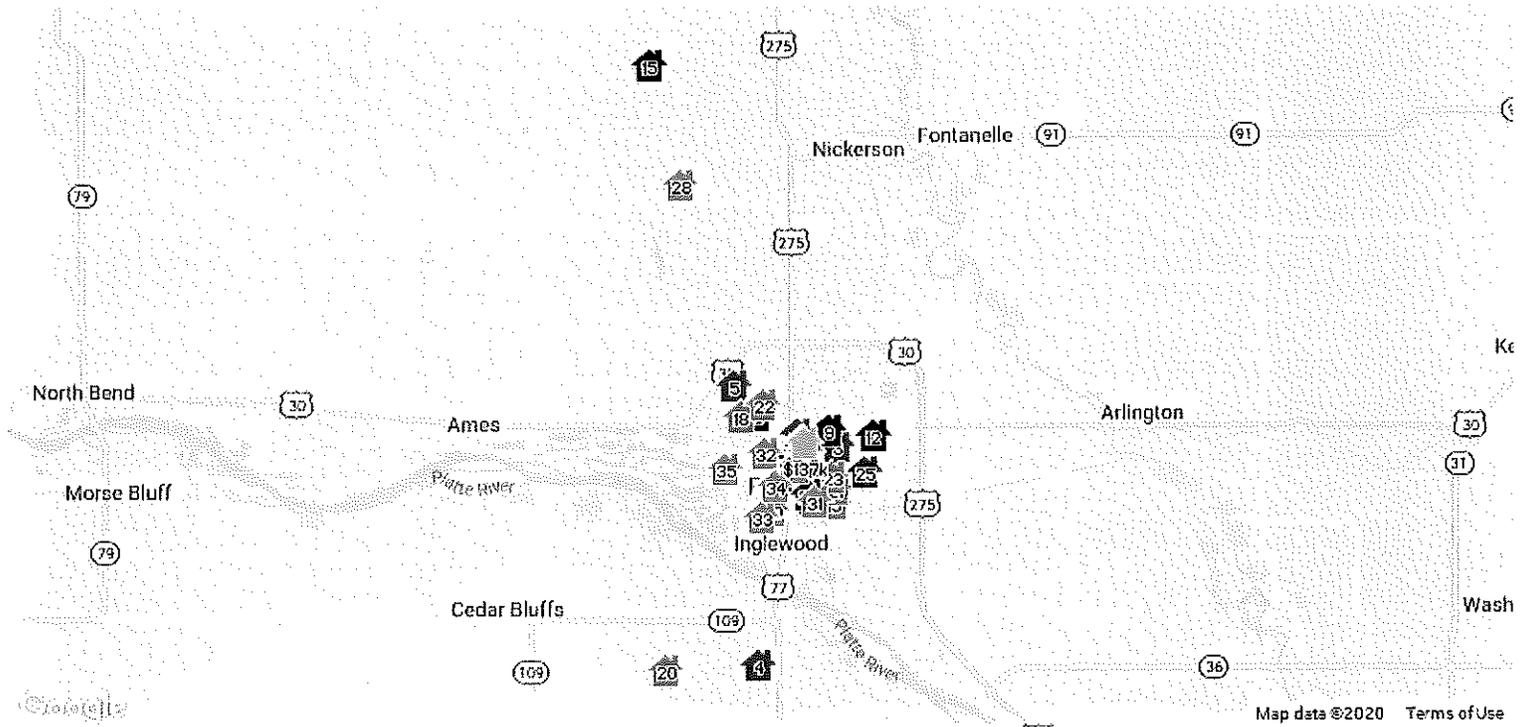
2 bedroom, 2 bath craftsman charmer. Main floor laundry, large rooms, natural wood work fireplace in living room, oak flooring, sun porch off of kitchen. Kitchen updated with built in desk 225 amp electrical panel. Full basement, 2 car attached garage. Move in condition! One of a kind! See associ...

Home Facts

Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	3	2
Total Baths	3	2
Full Baths	2	2
Partial Baths	1	–
Living Area (sq ft)	1,904	1,904
Lot Size	10,200 sq ft	10,018 sq ft
Lot Dimensions	10019 SF	59.80 x 140' plus 30' x >
Garage	Yes	Attached
Garage (spaces)	2	2
Year Built	1912	1912
Roofing	Composition Shingle	Composition
Heating	Yes	Forced Air, Heat Pump
Cooling	Yes	Heat Pump(S)
Fireplaces	1	1
Basement	Full Basement	Yes
Foundation	Slab	–
Construction	Frame	–
Exterior Walls	Siding (Alum/Vinyl)	Hardboard
Number of Stories	1 story with Basement	–

Courtesy of DON PETERSON & ASSOCIATES R E

Selected Recent Market Activity for 68025



LEGEND: Subject Property Pending For Sale or For Lease Distressed Pending Distressed Recent Sale Off Market

	User Selected Comps	Market Activity For Sale or For Lease Listings	Market Activity Pending Sales	Market Activity Sold	Market Activity Distressed	Market Activity Expired Listings
Total Number of Properties	12	8	8	8	3	8
Lowest Listing Price/Est. Value	\$150,000	\$139,900	\$125,000	\$85,000	\$95,000	\$54,000
Median Listing Price/Est. Value	\$167,450	\$174,925	\$219,950	\$120,000	\$102,510	\$170,950
Highest Listing Price/Est. Value	\$274,900	\$389,000	\$375,000	\$419,000	\$152,500	\$449,900
Median Living Area	1,639.5	1,625	2,265.5	1,301	1,550	1,159
Median Price per sq.ft.	\$99	\$110	\$92	\$102	\$65	\$103
Median Days in RPR	64.5	5	5	45	—	139.5
Median Age	96	68	64	84.5	100	66

Market Activity: Active



Address	1517 N Union St Fremont, NE 68025	2044 N Main St Fremont, NE 68025	750 N Clarkson St Fremont, NE 68025	1647 N Garfield St Fremont, NE 68025	2603 Thunder Hill Rd Fremont, NE 68025
Status	Subject Property	For Sale	For Sale	For Sale	For Sale
Amount	\$200,000 Comp Analysis	\$162,500 List Price	\$169,850 List Price	\$180,000 List Price	\$349,900 List Price
Listing Date	—	6/18/2020	6/17/2020	6/17/2020	6/16/2020
Days in RPR	—	1	2	2	3
Price Per Sq. Ft.	\$121	\$114	\$81	\$105	\$179
Bedrooms	4	3	4	4	3
Total Baths	2	1	3	2	2
Partial Baths	1	1	1	1	—
Total Rooms	—	—	—	—	—
Living Area	1,659	1,429	2,096	1,712	1,950
Lot Size	10,360 sq ft	7,564 acres	10,018 sq ft	7,405 sq ft	1.2 acres
Year Built	1907	1944	1893	1960	1979
Living Area Range (low)	—	—	—	—	—
Living Area Range (high)	—	—	—	—	—
Property Type	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence
MLS ID	—	22014863	22014829	22014709	22014662
Listing Broker	—	Listing Courtesy of BHHS AMBASSADOR REAL ESTATE	Listing Courtesy of DON PETERSON & ASSOCIATES RE	Listing Courtesy of BHHS AMBASSADOR REAL ESTATE	Listing Courtesy of NEBRASKA REALTY
Description		Walk in to this ranch home and feel like your at home! very well maintained home as well. Home has been pre-inspected as well! the home has newer vinyl windows! over sized one car detached garage as well. Awesome corner lot home. Close to so so much!! this home will not disappoint as well. Fantastic kitchen. All appliances can stay as well. Very spacious on the main floor. Plenty of parking as this home offers two separate driveways as well. Put this on your list as this one will not last long!	Make this home your dream home! coffee dates on your wrap around porch, entertain your guests at your long kitchen island. 4 bed, 3 bath, 2 car garage and den. Original woodwork, furnace, air and electrical updates. This home won't last long!	If you are looking for an adorable ranch home on the east side of town, look no further! this 4 bedroom, 2 full bath home has a spacious front room with picture window. The updated galley kitchen with dining area has stainless steel appliances. Hardwood floors in main floor bedrooms and under carpet in living room. The downstairs is finished with an open concept family room and don't miss the finished play area under the stairs...so cute! the lower level also includes a full bath and a fourth bedroom with a walk-in closet. Enjoy the fenced in backyard and covered patio!	The ambiance and views of this 3 bed 2 bath ranch, nestled in coveted pawnee meadows, are sure to overload your senses. This all brick home is fully equipped with new flooring on the main level, large spacious bedrooms, large master suite, main floor laundry, and a kitchen/dining perfect for entertaining all of your family and friends. The main level's new paint colors bring out the sophistication of the new lvl flooring. Don't worry this home has all the extras you are looking for in your next acreage. Accompanying this amazing floor plan are: rec room, downstairs family room, underground irrigation, wood burning fireplace, updated elec...

Highlighted fields were changed by agent to reflect knowledge of this property.

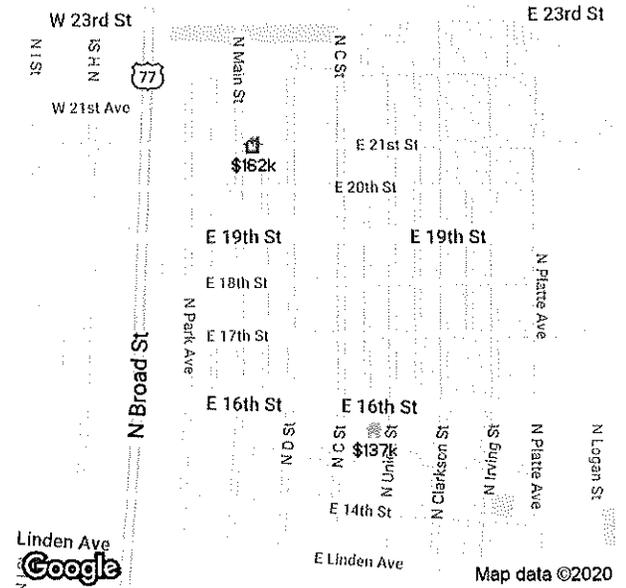
Market
Activity:
Active



Address	1517 N Union St Fremont, NE 68025	3560 N Ridge Road Dr Fremont, NE 68025	3094 Cottage Grove Dr Fremont, NE 68025	720 E 1st St Fremont, NE 68025	1220 E 5th St Fremont, NE 68025
Status	🏠 Subject Property	🏠 For Sale	🏠 For Sale	🏠 For Sale	🏠 For Sale
Amount	\$200,000 Comp Analysis	\$389,000 List Price	\$281,000 List Price	\$164,000 List Price	\$139,900 List Price
Listing Date	—	6/12/2020	6/12/2020	6/11/2020	6/10/2020
Days in RPR	—	7	7	8	9
Price Per Sq. Ft.	\$121	\$172	\$239	\$107	\$107
Bedrooms	4	3	3	3	3
Total Baths	2	3	2	1	2
Partial Baths	1	1	—	1	—
Total Rooms	—	—	—	—	—
Living Area	1,659	2,261	1,176	1,538	1,311
Lot Size	10,360 sq ft	4 acres	5,227 sq ft	8,712 sq ft	6,098 sq ft
Year Built	1907	1964	2020	1910	1925
Living Area Range (low)	—	—	—	—	—
Living Area Range (high)	—	—	—	—	—
Property Type	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence
MLS ID	—	22014645	22014369	22014147	22014159
Listing Broker	—	Listing Courtesy of KELLER WILLIAMS GREATER OMAHA	Listing Courtesy of DON PETERSON & ASSOCIATES RE	Listing Courtesy of NP DODGER SALES INC WA CITY	Listing Courtesy of DODGE COUNTY REALTY GROUP
Description		Amazing opportunity to own a little piece of heaven on the edge of town. Horses welcome! beautifully updated 3 bed, 3 bath ranch home on 4 acres, with an over 1,300 sq ft custom built shop, offers a large eat in country kitchen with a nice breakfast bar, teak wood floors throughout, a cozy fireplace, walk in pantry, & main floor laundry. Relax & enjoy a hot cup of coffee with the morning sun, in the fully finished 10 x 21 sunroom, or invite the family over for a fun filled movie night, complete with a built in theater! potential for a 4th & 5th bedrooms if desired. Build or run any business with the 2018 custom built shop, & or mother in law...	Ready to have a beautiful semi custom home of your dreams. This is home re-imagined just for you. This beautiful home the breckenridge plan offers an open concept with upgraded pella fiberglass windows with a flex area which works perfect for 3rd bedroom or specialized home office or tech space as needed. Fireplace included! egress ready for 4th bedroom expansion. Builder says to bring your buyers you are going to love what you see in craftsmanship. Come see it today! builder is related to selling agent.	Great curb appeal & functionality for this move in ready 3 bed, 1 bath, 2 car garage home! awesome house in an awesome location. Wrap around front porch, large 2 car garage, back deck partially fenced huge back yard is some of the exterior features you can't miss. Inside the home you will find new carpet, new paint, new stove & new microwave. Nice sized kitchen w/a cozy eat in area that opens up to a dining room. Conveniently off the dining area you have sliding glass doors to back deck overlooking the yard! this home has a spacious living room, smaller bedroom or office on the main with two other good-sized bedrooms & the full bath w/jette...	Spacious 3 bedroom, 2 bathroom, 2 car garage. The main floor features a large office with wonderful woodwork, a living room, dining, room, kitchen, bathroom, and laundry room. The upstairs features 3 large bedrooms and a bathroom. Great home or investment property. Call to schedule your showing today!

Highlighted fields were changed by agent to reflect knowledge of this property.

2044 N Main St, Fremont, NE 68025



LEGEND: 🏠 Subject Property 🏠 This Listing

FOR SALE

• New, Active: 6/18/2020

List Price

\$162,500

List Date: 6/18/2020

Days in RPR: 1

Current Estimated Value

\$148,410

Last RVM® Update: 6/3/2020

RVM® Est. Range:

\$134,872 – \$161,548

RVM® Confidence:



📈 RVM® Change

Last 1 Month: **\$70**

📈 RVM® Change

Last 12 Months: **2.37%**

Walk in to this Ranch Home and feel like your at home! Very well maintained home as well. Home has been Pre-Inspected as well! The home has newer vinyl windows! Over sized one car detached garage as well. Awesome corner lot home. Close to so so much!! This home will not disappoint as well....

Home Facts

Property Type
Property Subtype
Bedrooms
Total Baths
Full Baths
Partial Baths
Living Area (sq ft)
Lot Size
Lot Dimensions
Basement (sq ft)
Garage
Garage (spaces)
Year Built
Roofing
Heating
Cooling
Basement
Construction
Exterior Walls
Number of Stories

Public Facts

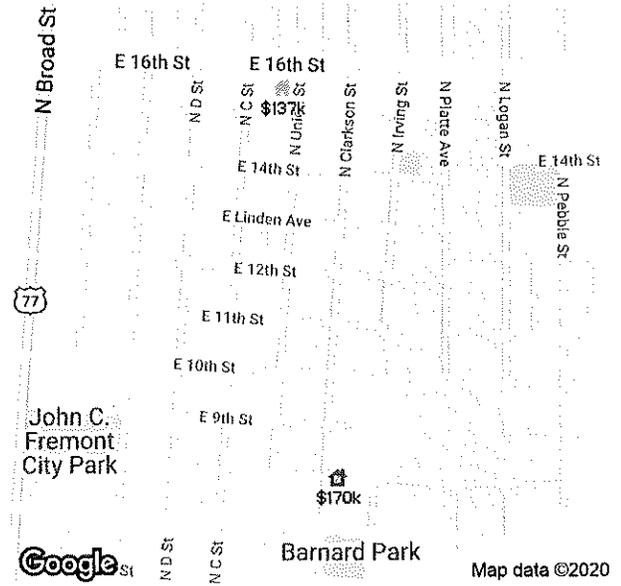
Single Family Residence
Single Family
3
2
1
1
1,169
0.17 acres
7405 SF
—
Yes
2
1944
Composition Shingle
Yes
Yes
Full Basement
Frame
Siding (Alum/Vinyl)
1 story with Basement

Listing Facts

Single Family Residence
Single Family Residence
3
1
1
—
1,429
7,564 acres
7,564 SF
260
Detached
1
1944
Composition
Forced Air
Central
Yes
—
Steel Siding
—

Listing Courtesy of BHHS AMBASSADOR REAL ESTATE

750 N Clarkson St, Fremont, NE 68025



LEGEND: 📍 Subject Property 🏠 This Listing

FOR SALE
• New, Active: 6/17/2020

List Price

\$169,850

List Date: 6/17/2020
Days in RPR: 2

Current Estimated Value

\$153,350

Last RVM® Update: 6/3/2020

RVM® Est. Range:
\$128,865 – \$167,375

RVM® Confidence:



↑ RVM® Change
Last 1 Month: **\$26,640**

↓ RVM® Change
Last 12 Months: **-6.05%**

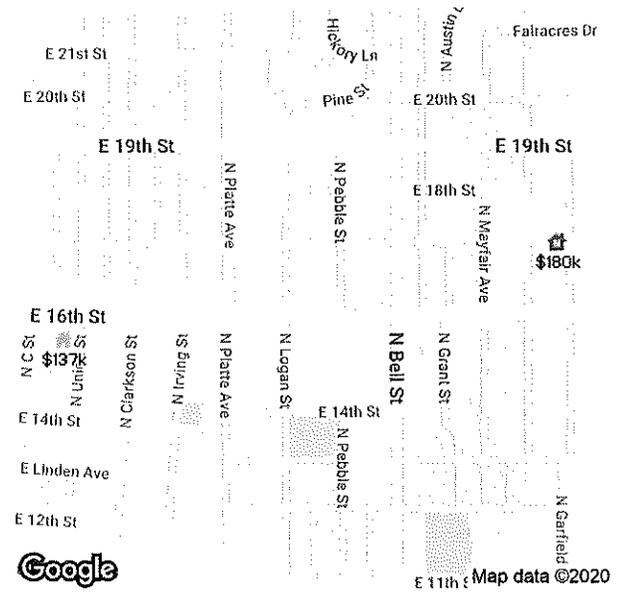
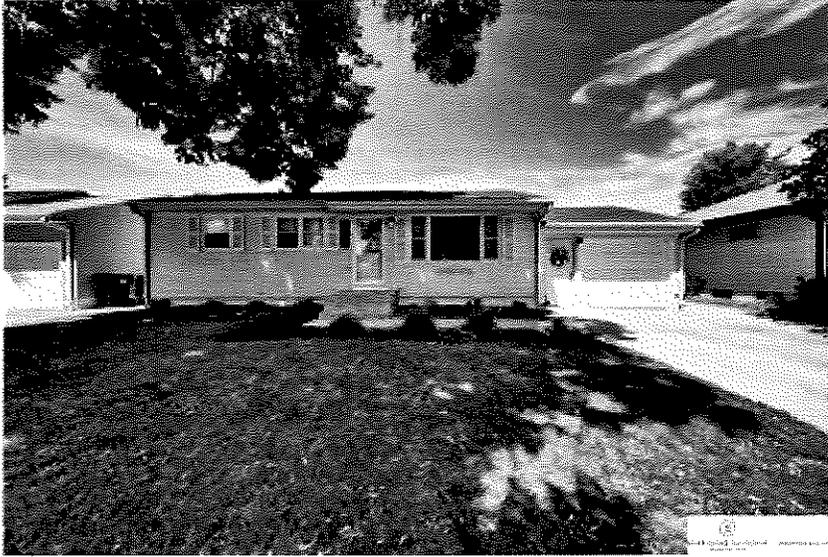
Make this home your dream home!
Coffee dates on your wrap around porch, entertain your guests at your long kitchen island. 4 bed, 3 bath, 2 car garage and den. Original woodwork, furnace, air and electrical updates. This home won't last long!

Home Facts

	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	4	4
Total Baths	3	3
Full Baths	2	3
Partial Baths	1	—
Living Area (sq ft)	1,176	2,096
Lot Size	9,800 sq ft	10,018 sq ft
Lot Dimensions	10019 SF	70 X 140
Garage	Yes	Detached
Garage (spaces)	2	2
Year Built	1893	1893
Roofing	Composition Shingle	Composition
Heating	Yes	Forced Air
Cooling	Yes	Central
Basement	Full Basement	Yes
Construction	Frame	—
Exterior Walls	Siding (Alum/Vinyl)	Wood
Number of Stories	1 story with Basement	—

Listing Courtesy of DON PETERSON & ASSOCIATES R/E

1647 N Garfield St, Fremont, NE 68025



Google

Map data ©2020

LEGEND: Subject Property This Listing

FOR SALE

• New, Active: 6/17/2020

List Price

\$180,000

List Date: 6/17/2020

Days in RPR: 2

Current Estimated Value

\$145,670

Last RVM® Update: 6/3/2020

RVM® Est. Range:

\$126,672 – \$164,528

RVM® Confidence:



↑ RVM® Change

Last 1 Month: \$180

↑ RVM® Change

Last 12 Months: 2.78%

If you are looking for an adorable ranch home on the East side of town, look no further! This 4 Bedroom, 2 full bath home has a spacious front room with picture window. The updated galley kitchen with dining area has stainless steel appliances. Hardwood floors in main floor bedrooms and under carpe...

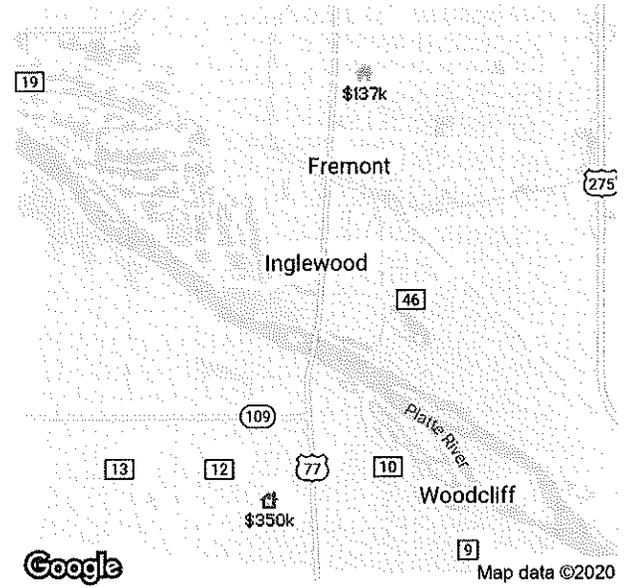
Home Facts

	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	3	4
Total Baths	2	2
Full Baths	1	2
Partial Baths	1	—
Living Area (sq ft)	912	1,712
Lot Size	7,385 sq ft	7,405 sq ft
Lot Dimensions	7405 SF	7,385 Sq Ft
Basement (sq ft)	—	800
Garage	Yes	Attached
Garage (spaces)	1	1
Year Built	1960	1960
Roofing	Composition Shingle	Composition
Heating	Yes	Forced Air
Cooling	Yes	Central
Basement	Full Basement	Yes
Construction	Frame	—
Exterior Walls	Siding (Alum/Vinyl)	Vinyl Siding
Number of Stories	1 story with Basement	—

Listing Courtesy of BHHS AMBASSADOR REAL ESTATE

2603 Thunder Hill Rd, Fremont, NE 68025

Property Photo



Google

Map data ©2020

LEGEND: 📍 Subject Property 🏠 This Listing

FOR SALE
New, Active: 6/16/2020

List Price
\$349,900
List Date: 6/16/2020
Days in RPR: 3

Current Estimated Value
\$322,240
Last RVM® Update: 6/3/2020

RVM® Est. Range:
\$279,384 – \$362,876

RVM® Confidence:
★★★★☆

📈 RVM® Change
Last 1 Month: **\$2,170**

📈 RVM® Change
Last 12 Months: **–**

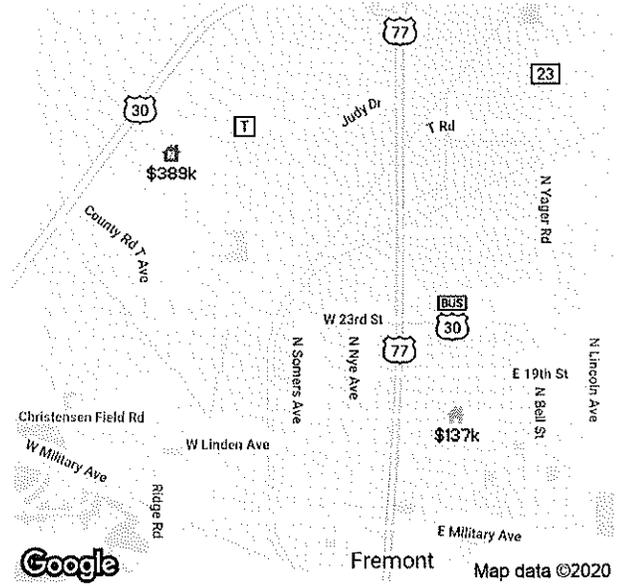
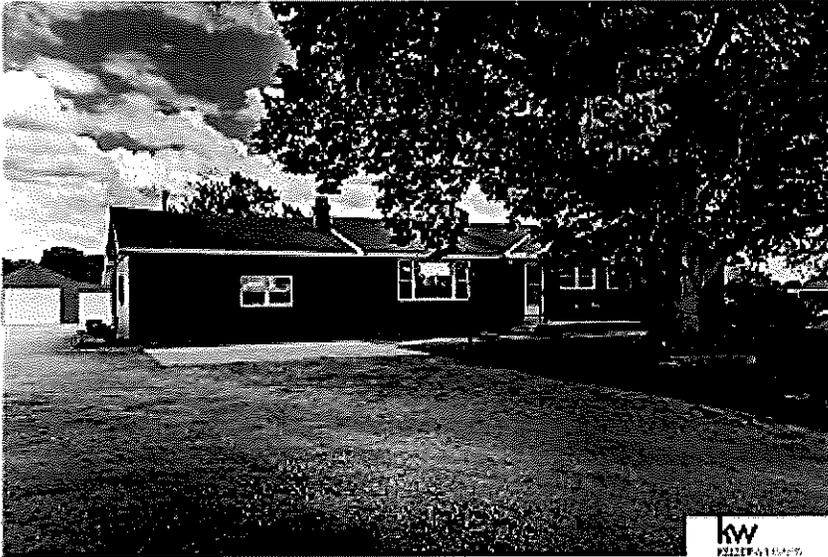
The ambiance and views of this 3 bed 2 bath ranch, nestled in coveted Pawnee Meadows, are sure to overload your senses. This all brick home is fully equipped with new flooring on the main level, large spacious bedrooms, large master suite, main floor laundry, and a kitchen/dining perfect for entertain...

Home Facts

	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	–	3
Total Baths	1	2
Full Baths	1	2
Partial Baths	–	–
Living Area (sq ft)	1,960	1,950
Lot Size	1 acre	1.2 acres
Lot Dimensions	1.00 AC	231 x 228
Garage	Yes	Attached
Garage (spaces)	2	2
Year Built	1979	1979
Roofing	Composition Shingle	Composition
Heating	Forced Air Unit	Forced Air
Cooling	Yes	Central
Fireplaces	1	1
Basement	Full Basement	Yes
Foundation	Concrete Block	–
Exterior Walls	Brick Veneer	Brick
Number of Stories	1 story with Basement	–

Listing Courtesy of NEBRASKA REALTY

3560 N Ridge Road Dr, Fremont, NE 68025



LEGEND: 📍 Subject Property 🏠 This Listing
Map data ©2020

FOR SALE
• New, Active: 6/12/2020

List Price
\$389,000
List Date: 6/12/2020
Days in RPR: 7

Current Estimated Value
\$263,000
Last AVM Update: 6/3/2020

AVM Est. Range:
\$129,360 – \$398,640

AVM Confidence:
★☆☆☆☆

⬇️ AVM Change
Last 1 Month: **-\$1,000**

⬆️ AVM Change
Last 12 Months: **0.38%**

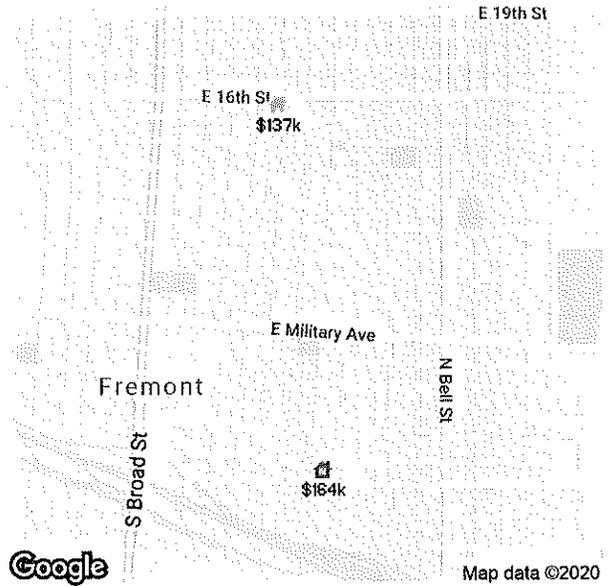
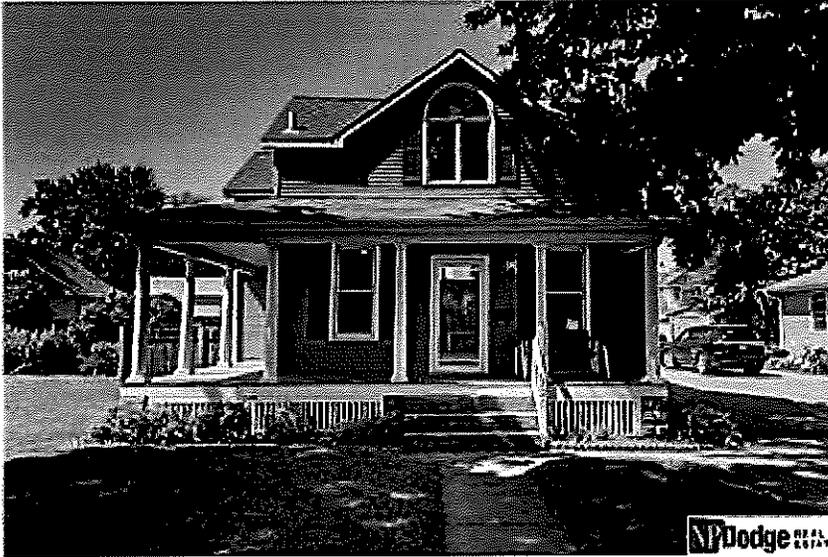
Amazing opportunity to own a little piece of heaven on the edge of town. Horses welcome! Beautifully updated 3 Bed, 3 Bath Ranch home on 4 acres, with an over 1,300 sf Custom Built Shop, offers a large eat in Country Kitchen with a nice Breakfast Bar, Teak Wood floors throughout, a cozy fireplace...

Home Facts

	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	3	3
Total Baths	3	3
Full Baths	2	3
Partial Baths	1	—
Living Area (sq ft)	1,689	2,261
Lot Size	4 acres	4 acres
Lot Dimensions	4.000 AC	174,240 Sq Ft
Garage	Yes	Detached
Garage (spaces)	2	3
Year Built	1964	1964
Roofing	Composition Shingle	Composition
Heating	Yes	Forced Air, Radiant
Cooling	Yes	Central
Fireplaces	1	1
Construction	Frame	—
Exterior Walls	Brick Veneer	—
Number of Stories	1	—

Listing Courtesy of KELLER WILLIAMS GREATER OMAHA

720 E 1st St, Fremont, NE 68025



LEGEND: 🏠 Subject Property 🏠 This Listing

FOR SALE

• New, Active: 6/11/2020

List Price

\$164,000

List Date: 6/11/2020

Days in RPR: 8

Current Estimated Value

\$127,040

Last RVM® Update: 6/3/2020

RVM® Est. Range:

\$107,290 – \$136,550

RVM® Confidence:



📈 RVM® Change

Last 1 Month: **\$5,140**

📈 RVM® Change

Last 12 Months: –

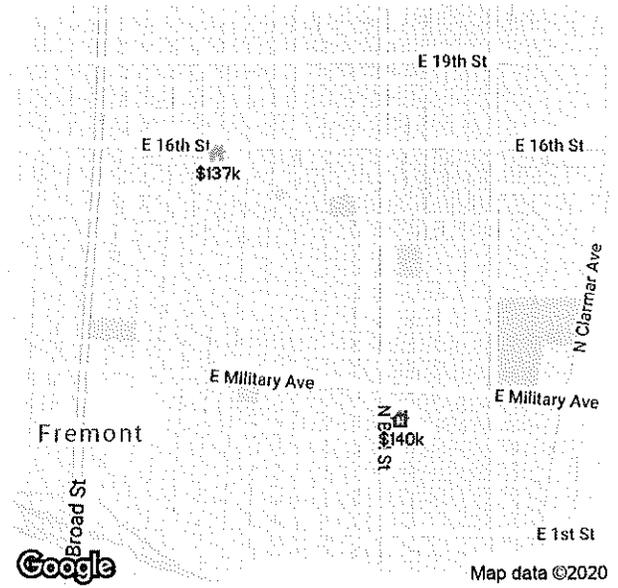
Great curb appeal & functionality for this move in ready 3 Bed, 1 bath, 2 car garage home! Awesome house in an awesome location. Wrap around front porch, large 2 car garage, back deck, partially fenced huge back yard is some of the exterior features you can't miss. Inside the home you will find new...

Home Facts

	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	3	3
Total Baths	2	1
Full Baths	1	1
Partial Baths	1	–
Living Area (sq ft)	1,176	1,538
Lot Size	8,890 sq ft	8,712 sq ft
Lot Dimensions	8712 SF	8890 sq ft
Basement (sq ft)	–	175
Garage	Yes	Detached
Garage (spaces)	3	2
Year Built	1910	1910
Roofing	Composition Shingle	Composition
Heating	Yes	Forced Air
Cooling	Yes	Central
Basement	Full Basement	Yes
Foundation	Slab	–
Construction	Frame	–
Exterior Walls	Siding (Alum/Vinyl)	Vinyl Siding
Number of Stories	1.5+B	–

Listing Courtesy of NP DODGE RE SALES INC WA CTY

1220 E 5th St, Fremont, NE 68025



LEGEND: 🏠 Subject Property 🏠 This Listing

FOR SALE
• New, Active: 6/10/2020

List Price
\$139,900

List Date: 6/10/2020
Days in RPR: 9

Current Estimated Value
\$133,250

Last RVM® Update: 6/3/2020

RVM® Est. Range:
\$119,011 – \$148,429

RVM® Confidence:
★★★★☆

↓ RVM® Change
Last 1 Month: **-\$780**

↑ RVM® Change
Last 12 Months: **-**

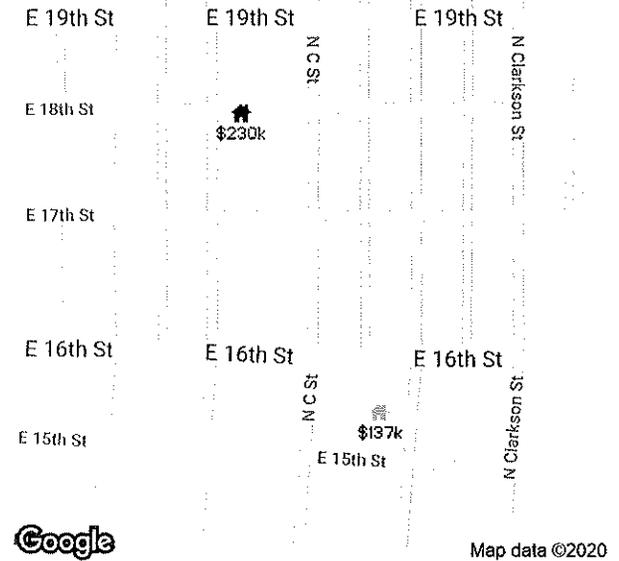
Spacious 3 bedroom, 2 bathroom, 2 car garage. The main floor features a large office with wonderful woodwork, a living room, dining, room, kitchen, bathroom, and laundry room. The upstairs features 3 larges bedrooms and a bathroom. Great home or investment property. Call to schedule your showing to...

Home Facts

	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	3	3
Total Baths	2	2
Full Baths	2	2
Partial Baths	-	-
Living Area (sq ft)	1,351	1,311
Lot Size	6,188 sq ft	6,098 sq ft
Lot Dimensions	6098 SF	6,188 SQFT
Garage	Yes	Detached
Garage (spaces)	2	2
Year Built	1925	1925
Roofing	Composition Shingle	Composition
Heating	Yes	Forced Air
Cooling	Yes	Central
Basement	Basement	Yes
Foundation	Slab	-
Construction	Frame	-
Exterior Walls	Wood	Wood
Number of Stories	2	-

Listing Courtesy of DODGE COUNTY REALTY GROUP

1754 N D St, Fremont, NE 68025



Google

Map data ©2020

LEGEND: 🏠 Subject Property 🏠 This Listing

PENDING

• Pending as of 6/17/2020

List Price

\$229,900

List Date: 6/15/2020

Days in RPR: 4

Current Estimated Value

\$176,060

Last RVM® Update: 6/3/2020

RVM® Est. Range:

\$156,120 – \$187,000

RVM® Confidence:



↓ RVM® Change

Last 1 Month: **-\$8,900**

↓ RVM® Change

Last 12 Months: **-3.23%**

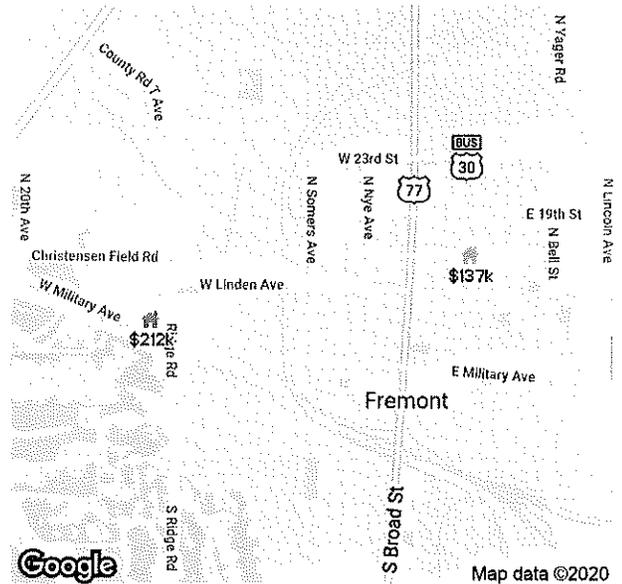
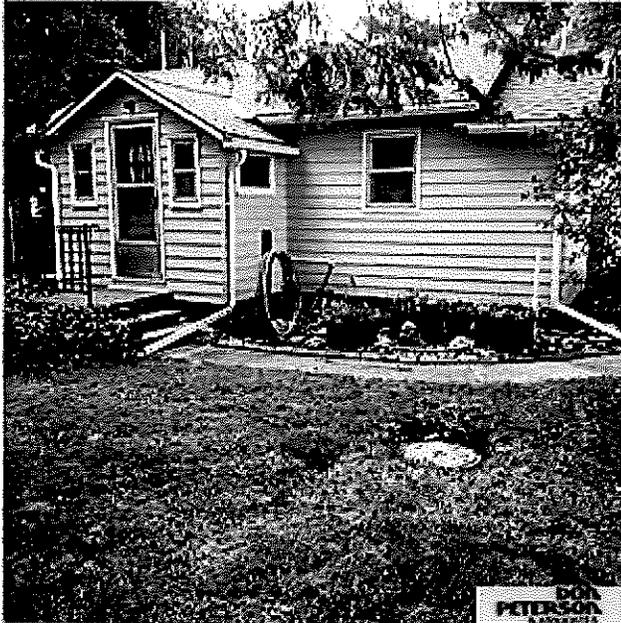
Don't miss this charming, completely updated 3 bedroom, 2 bath home with spacious kitchen, cozy sunroom, and large dining room. The home features the perfect combination of old charm with modern updates. The main floor has original hardwood floors, woodwork and doors with newer interior paint that...

Home Facts

	Public Facts	Listing Facts
Property Type	Single Family Residence	Single Family Residence
Property Subtype	Single Family	Single Family Residence
Bedrooms	4	3
Total Baths	3	2
Full Baths	2	2
Partial Baths	1	–
Living Area (sq ft)	2,428	3,136
Lot Size	7,035 sq ft	6,969 sq ft
Lot Dimensions	6970 SF	7,035 Sqft
Basement (sq ft)	–	1,186
Garage	Yes	Detached
Garage (spaces)	2	2
Year Built	1915	1915
Roofing	Composition Shingle	Composition
Heating	Yes	Forced Air
Cooling	Yes	Central
Basement	Basement	Yes
Foundation	Slab	–
Construction	Frame	–
Exterior Walls	Siding (Alum/Vinyl)	Vinyl Siding
Number of Stories	2	–

Listing Courtesy of DODGE COUNTY REALTY GROUP

2016 W Military Ave, Fremont, NE 68025



LEGEND: 🏠 Subject Property 🏠 This Property

EXPIRED
• MLS Listing 21917490: 8/5/2019

List Price
\$212,000

Expired Date: 1/6/2020
Days in RPR: 154

Current Estimated Value
\$161,000

Last AVM Update: 6/3/2020

AVM Est. Range:
\$119,990 – \$218,010

AVM Confidence:



↓ AVM Change
Last 1 Month: **-\$12,000**

↑ AVM Change
Last 12 Months: **117.56%**

Rare opportunity to own a small acreage just outside the Fremont city limits on West Military. This home comes with a bonus commercial lot next to it. You can run a home business right away. Owner currently has a bait shop & firewood business. New owner can do storage from day one. They can also pu...

Home Facts

Property Type
Property Subtype
Bedrooms
Total Baths
Full Baths
Partial Baths
Living Area (sq ft)
Lot Size
Lot Dimensions
Garage
Garage (spaces)
Year Built
Roofing
Heating
Cooling
Fireplaces
Basement
Construction
Exterior Walls
Number of Stories

Public Facts

Single Family Residence
Single Family
1
2
1
1
630
0.25 acres
10890 SF
Yes
1
1920
Composition Shingle
Yes
Yes
-
-
Frame
Siding (Alum/Vinyl)
1

Listing Facts

Single Family Residence
Single Family Residence
2
1
1
-
630
0.57 acres
.25 Acres & .32 Acres
Detached
1
1965
Composition
Wood Assist
Central
1
Yes
-
Hardboard
-

Listing Courtesy of DON PETERSON & ASSOCIATES R E

Recommended Pricing Strategy

This chart compares the high, low and median price of homes in various listing statuses in the subject property's ZIP code to help determine the asking price for the subject property. The prices of the User Selected Comps are sold prices where available.

	User Selected Comps	Market Activity For Sale Listings	Market Activity Distressed	Market Activity Expired Listings	Market Activity Pending Sales	Market Activity Sold
Lowest Price	\$150,000	\$139,900	\$95,000	\$54,000	\$125,000	\$85,000
Median Price	\$167,450	\$174,925	\$102,510	\$170,950	\$219,950	\$120,000
Highest Price	\$274,900	\$389,000	\$152,500	\$449,900	\$375,000	\$419,000
Median Price Per Sq. Ft.	\$99	\$110	\$65	\$103	\$92	\$102
Median Days in RPR	64.5	5	—	139.5	5	45

Sold Price Comparison

This section compares prices for 6 properties in the subject property's ZIP code with a similar number of beds and baths, sold within the past 90 days

	Sold Price	Price Per Sq. Ft.
Lowest Price	\$112,000	\$60
Median Price	\$145,000	\$86
Highest Price	\$202,500	\$134

Details of Comparative Analysis

Average of Comps **\$173,321**

Adjustments **—**

Recommended Price **\$200,000**
(or \$121 per sq. ft.)

Sellers

Signature Date

Signature Date

Broker / Agent

Signature Date

Seller's Proceeds

	LOW	HIGH
Price	\$ <input type="text"/>	\$ <input type="text"/>
Encumbrances		
First Loan	\$ <input type="text"/>	\$ <input type="text"/>
Second Loan	\$ <input type="text"/>	\$ <input type="text"/>
Estimated Closing Costs		
Commissions	\$ <input type="text"/>	\$ <input type="text"/>
Escrow Items	\$ <input type="text"/>	\$ <input type="text"/>
Escrow Fees	\$ <input type="text"/>	\$ <input type="text"/>
Home Warranty	\$ <input type="text"/>	\$ <input type="text"/>
Other Work	\$ <input type="text"/>	\$ <input type="text"/>
Pest Inspection	\$ <input type="text"/>	\$ <input type="text"/>
Tax Stamp	\$ <input type="text"/>	\$ <input type="text"/>
Termite Work	\$ <input type="text"/>	\$ <input type="text"/>
Title Insurance	\$ <input type="text"/>	\$ <input type="text"/>
Seller Concessions	\$ <input type="text"/>	\$ <input type="text"/>
Seller Conveyances	\$ <input type="text"/>	\$ <input type="text"/>
Other	\$ <input type="text"/>	\$ <input type="text"/>
Net Cash to Seller	\$ <input type="text"/>	\$ <input type="text"/>

I understand that the above is an estimate only and not the actual costs which would be incurred if an actual sale is consummated. The estimated amounts above are not guaranteed in any way.

Seller _____

date _____

About RPR (Realtors Property Resource)

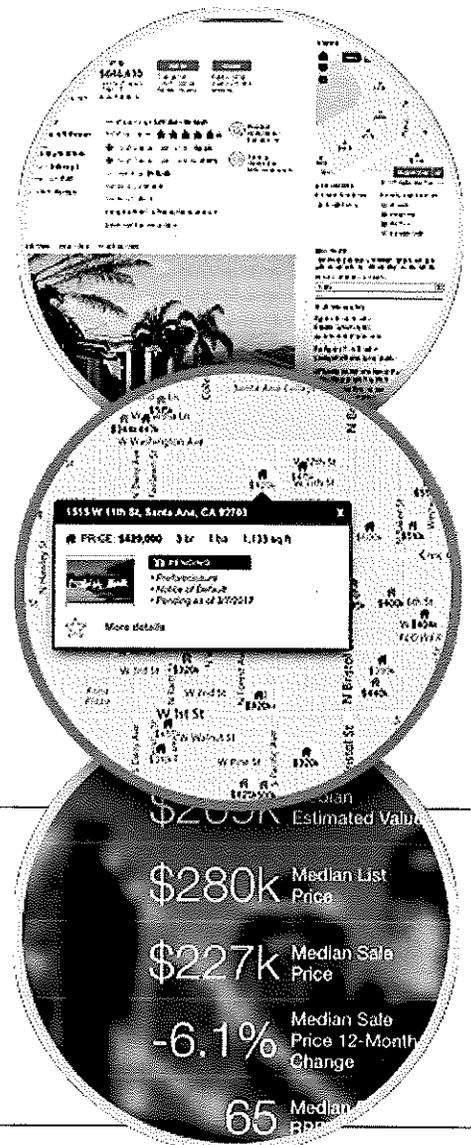
- Realtors Property Resource® is a wholly owned subsidiary of the National Association REALTORS®.
- RPR offers comprehensive data – including a nationwide database of 164 million properties – as well as powerful analytics and dynamic reports exclusively for members of the NAR.
- RPR's focus is giving residential and commercial real estate practitioners, brokers, and MLS and Association staff the tools they need to serve their clients.
- This report has been provided to you by a member of the NAR.



About RPR's Data

RPR generates and compiles real estate and other data from a vast array of sources. The data contained in your report includes some or all of the following:

- **Listing data** from our partner MLSs and CIEs, and related calculations, like estimated value for a property or median sales price for a local market.
- **Public records data** including tax, assessment, and deed information. Foreclosure and distressed data from public records.
- **Market conditions and forecasts** based on listing and public records data.
- **Census and employment data** from the U.S. Census and the U.S. Bureau of Labor Statistics.
- **Demographics and trends data** from Esri. The data in commercial and economic reports includes Tapestry Segmentation, which classifies U.S. residential neighborhoods into unique market segments based on socioeconomic and demographic characteristics.
- **Business data** including consumer expenditures, commercial market potential, retail marketplace, SIC and NAICS business information, and banking potential data from Esri.
- **School data and reviews** from Niche.
- **Specialty data sets** such as walkability scores, traffic counts and flood zones.



Update Frequency

- Listings and public records data are updated on a continuous basis.
- Charts and statistics calculated from listing and public records data are refreshed monthly.
- Other data sets range from daily to annual updates.

Learn more

For more information about RPR, please visit RPR's public website: <http://blog.narrpr.com>



RESOLUTION NO. 2020-156

A Resolution of the City Council of the City of Fremont, Nebraska to approve the purchase of the property 1517 North Union Street Fremont, Nebraska and authorize staff to sign the related documents.

WHEREAS, The City of Fremont would purchase the property and residence located at 1517 North Union Street for the sum of \$_____, in an "as in condition," pay up to \$1,000.00 in closing costs, and one-half of the cost of title insurance; and

WHEREAS, The City staff has the authority to make such a purchase on behalf of the city.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve the purchase of the property at 1517 North Union and pay up to \$1,000.00 in closing cost, and one-half of the cost of title insurance, and authorize staff to sign the related documents.

PASSED AND APPROVED THIS 28th DAY OF JULY, 2020

Scott Getzschman, Mayor

ATTEST:

Tyler Ficken, City Clerk